

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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- 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**
- 4. DISCUSSION ITEMS FOR ACTION**
  - 4.1. Behavioral Health - Hold Harmless Funds Budget Amendment Pg. 5
  - 4.2. Cabarrus County Tourism Authority - FY 2025 Budget Pg. 14
  - 4.3. County Manager - Cabarrus Arts Council Lease Extension Pg. 33
  - 4.4. County Manager - Cabarrus County and Kannapolis City Schools Request For Accelerated Funding For Previously Approved Projects Pg. 51
  - 4.5. DHS - Transportation 5310 Elderly and Handicapped Grant Pg. 66
  - 4.6. EDC - Funding to Support the Spark and Retail Lab Programs at the Cabarrus Center for Innovation and Entrepreneurship Pg. 155
  - 4.7. Finance - Budget Amendment For Additional Tax Turnover To The Fire Districts Pg. 159
  - 4.8. Finance - FLP Insurance Proceeds Pg. 165
  - 4.9. Finance - Rowan County Lottery Proceeds Pg. 174
  - 4.10. Fire Marshal - Fire District Boundary Change Pg. 181
  - 4.11. Legal - Proposal to Lease Part of Hickory Ridge High School Property Pg. 188
  - 4.12. Planning - Community Development Budget Amendment Pg. 190
  - 4.13. Risk Management - Budget Amendment Pg. 193
  - 4.14. Rowan-Cabarrus Community College (RCCC) - Capital Project Budget Transfer Request Pg. 196
  - 4.15. Sheriff's Office - Acceptance of Governor's Highway Safety Program (GHSP) Grant Award Pg. 204
  - 4.16. Sheriff's Office - Acceptance of Governor's Highway Safety Program's (GHSP) Bike Safe Grant Pg. 221
  - 4.17. Sheriff's Office - Budget Amendment for Purchase of Town of Harrisburg Patrol Vehicles Pg. 238

- 4.18. Sheriff's Office - Town of Harrisburg Law Enforcement Contract Update Pg. 243
- 4.19. BOC - 2024 Commissioner Board Appointments Update Pg. 254
- 4.20. BOC - Appointments to Boards and Committees Pg. 257
- 4.21. BOC - Resolution Amending the Board of Commissioners' 2024 Meeting Schedule Pg. 259

**5. APPROVAL OF REGULAR MEETING AGENDA**

- 5.1. BOC - Approval of Regular Meeting Agenda Pg. 262

**6. CLOSED SESSION**

- 6.1. Closed Session - Pending Litigation, Economic Development and Personnel Matters Pg. 266

**7. ADJOURN**

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



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**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:**

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**ATTACHMENTS:**

- Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS  
CHANGES TO THE AGENDA  
May 6, 2024**

**UPDATED:**

**Discussion Items for Action**

- 4.3 County Manager – Cabarrus Arts Council Lease Extension
- 4.6 EDC – Funding to Support the Spark and Retail lab Programs at the Cabarrus Center for Innovation and Entrepreneurship

**ADDITIONS:**

**Discussion Items for Action**

- 4.20 BOC – Appointments to Boards and Committees

**Closed Session**

- 6.1 Closed Session – Pending Litigation, Economic Development and Personnel



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Behavioral Health - Hold Harmless Funds Budget Amendment

**BRIEF SUMMARY:**

Request to allocate \$1,530,534.51 in Medicaid Hold Harmless (HH) funds to Monarch, the operator of the Cabarrus County Regional Behavioral Health Center. Funding would be used for startup costs to ensure the Center is ready for opening day in April 2026. Monarch requires startup funding to hire key administrative, clinical, nursing, and direct care positions to ensure the Center is prepared to launch. The total amount of startup funding requested by Monarch is roughly \$2.9M.

Based on the March HH distribution, revenue is expected to be exceeded in the current fiscal year by \$2.4 million. (To date, Cabarrus has received the amount specified above.) The amount received annually is variable.

**REQUESTED ACTION:**

Motion to adopt budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Aalece Pugh, Assistant County Manager/Human Services Director

**BUDGET AMENDMENT REQUIRED:**

Yes

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

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### **ATTACHMENTS:**

- Monarch Startup Proposal
- Hold Harmless Budget Amendment

# Monarch Cabarrus Start Up Funding

Monarch

# Income Statement and Operating Results

# Monarch Cabarrus Start Up Funding Summary

Budget	Start Up
<b>Cabarrus County Behavioral Health Facility - Consolidated Services</b>	
<b>Total Personnel Expenses</b>	<b>\$ 2,507,799</b>
52211 Housekeeping Supplies	\$ 5,480
52221 Food & Provisions	\$ 77,550
52230 Linen & Bedding	\$ 21,990
52231 Program & Operating Supplies	\$ 12,960
52237 Legend Drugs	\$ 2,840
52238 Supplies-Medical	\$ 6,060
52245 Personal Hygiene Items	\$ 2,570
52251 Motor Fuels	\$ -
52261 Office Supplies	\$ 7,000
52271 Expensed Equipment	\$ 3,500
52272 Computer Equip & Software	\$ 93,500
52299 Miscellaneous	\$ 500
53311 Staff Travel	\$ 18,300
53341 PRTF Vehicle	\$ 45,000
53395 Staff Training	\$ 9,100
54491 Dues & Subscriptions	\$ 4,800
55510 Furniture & Fixtures	\$ 1,500
57705 Consultative Services	\$ -
57714 Contract Psych Services	\$ -
53318 Recreation	\$ -
<b>Accountable Expense Line Items</b>	<b>\$ 312,650</b>
53371 Advertising	\$ 100,000
<b>Non-Accountable Expense Line Items</b>	<b>\$ 100,000</b>
<b>Total Expenses</b>	<b>\$ 2,920,449</b>
<b>Net Surplus (Deficit)</b>	<b>\$ (2,920,449)</b>

	Admin	FBC	PRTF	Adult BHUC	Child BHUC	Total
Personnel Expenses	\$ 486,780	\$ 516,239	\$ 688,339	\$ 397,164	\$ 419,277	\$ 2,507,799
Operating Expenses	\$ 19,500	\$ 61,850	\$ 88,300	\$ 49,200	\$ 48,800	\$ 267,650
Vehicle for PRTF			\$ 45,000			\$ 45,000
Marketing	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
<b>Total</b>	<b>\$ 606,280</b>	<b>\$ 578,089</b>	<b>\$ 821,639</b>	<b>\$ 446,364</b>	<b>\$ 468,077</b>	<b>\$ 2,920,449</b>

## General Assumptions

- Administrative leadership starts 6 months prior to opening
- Program leadership starts 90 days prior to opening
- Staff start 60 days prior to opening
- Operating expenses include 1 month of start up supplies, IT laptops, teacher materials for PRTF and on site PRTF visits ahead of opening
- Marketing includes efforts to partner with community and local providers ahead of opening to develop referral pattern

# Summary of Staffing Prior to Opening

## Cabarrus Behavioral Health Facility Projected Opening Date 4/1/2026

Staff date 6 months prior to opening	10/1/2025
Staff date 90 days prior to opening	1/1/2026
Staff date 60 days prior to opening	2/2/2026

Grand Total FTEs	Admin	FBC	PRTF	Adult BHUC	Child BHUC	Total
6 months prior to opening	6.00	-	-	-	-	6.00
90 days prior to opening	-	4.33	8.33	3.60	3.60	19.86
60 days prior to opening	-	39.30	42.50	22.30	22.30	126.40

### Staff Start Date 10/1/2025

FTEs	Admin	FBC	PRTF	Adult BHUC	Child BHUC	Total
VP Clinical Operations	1.00					1.00
AVP Clinical Operations	1.00					1.00
Admin Assistant	1.00					1.00
HR Recruiter	1.00					1.00
Medical Director	1.00					1.00
Nursing Director	1.00					1.00
<b>Total FTEs</b>	<b>6.00</b>	-	-	-	-	<b>6.00</b>

# Summary Staffing 90 Days Prior to Opening

Cabarrus Behavioral Health Facility  
Projected Opening Date 4/1/2026

Staff date 6 months prior to opening 10/1/2025  
Staff date 90 days prior to opening 1/1/2026  
Staff date 60 days prior to opening 2/2/2026

Staff Start Date 1/1/2026						
FTEs	Admin	FBC	PRTF	Adult BHUC	Child BHUC	Total
Director of Operations, Crisis		1.00				1.00
Charge Nurse		1.00				1.00
Admissions UM Coordinator, Crisis		2.00				2.00
Director of Occupational Therapy	0.33	0.33				0.66
Program Director		1.00				1.00
Admissions Coordinator		1.00				1.00
Assistant Program Director		1.00				1.00
Lead Teacher/Academic Director		1.00				1.00
Teacher		4.00				4.00
Program Director			0.50	0.50		1.00
Administrative Assistant			3.10	3.10		6.20
<b>Total FTEs</b>	<b>-</b>	<b>4.33</b>	<b>8.33</b>	<b>3.60</b>	<b>3.60</b>	<b>19.86</b>

# Summary Staffing 60 Days Prior to Opening

Cabarrus Behavioral Health Facility  
Projected Opening Date 4/1/2026

Staff date 6 months prior to opening 10/1/2025  
Staff date 90 days prior to opening 1/1/2026  
Staff date 60 days prior to opening 2/2/2026

Staff Start Date 2/1/2026	Admin	FBC	PRTF	Adult BHUC	Child BHUC	Total
Child Psychiatrist		0.75	1.00			1.75
Physician Assistant/ APP		1.00				1.00
Psychologist		0.50				0.50
Registered Nurse		2.80	4.50	4.50	4.50	16.30
Behavioral Therapist		2.00	3.00			5.00
Program Manager Occupation Therapist		1.00				1.00
Lead BH Technician		2.00	1.00			3.00
Behavioral Technician		26.25	30.00		5.00	61.25
Certified OT Assistant		2.00	2.00			4.00
Care Manager		1.00	1.00			2.00
APP - NP/PA			5.00	5.00		10.00
Charge Nurse			0.50	0.50		1.00
Qualified Professional			4.50	4.50		9.00
Peer Support Specialist			5.00			5.00
LCAS			2.80	2.80		5.60
<b>Total FTEs</b>	<b>-</b>	<b>39.30</b>	<b>42.50</b>	<b>22.30</b>	<b>22.30</b>	<b>126.40</b>

## Budget Revision/Amendment Request

Date: 5/20/2024

**Amount:** 1,530,534.51

**Dept. Head:** Aalece Pugh

**Department:** Behavioral Health

## Internal Transfer Within Department

## Transfer Between Departments/Funds

**Supplemental Request**

## Monarch Cabarrus Start Up Funding- projected expenses to launch center April 2026

## **Budget Officer**

- Approved
- Denied

## County Manager

- Approved
- Denied

## Board of Commissioners

Approved  
 Denied

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*Signature*

*Signature*

*Signature*

Date \_\_\_\_\_

Date \_\_\_\_\_

Date



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Cabarrus County Tourism Authority - FY 2025 Budget

**BRIEF SUMMARY:**

The Cabarrus County Tourism Authority will present their FY 2025 Budget and provide a tourism update.

**REQUESTED ACTION:**

Motion to adopt the Cabarrus County Tourism Authority Budget of \$7,064,146.

**EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

**SUBMITTED BY:**

Donna Carpenter, President/CEO, Cabarrus County CVB  
John Mills, Executive Vice President, Cabarrus County CVB

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- Budget Message

- Proposed Budget
- Presentation



## **FY2025 Budget Message**

April 24<sup>th</sup>, 2024

Cabarrus County CVB Board of Directors and Cabarrus County Board of Commissioners:

Cabarrus County lodging revenues in FY2023 set a record by beating the previous high set in FY2022 by 13.6%. This travel momentum continued for the first half of FY2024 as lodging revenues have surpassed FY2023 revenues by 3.5%. As we approach the second half of FY2024 and into FY2025 we are forecasting revenues to normalize. Much of the leisure travel growth over the past few years has been driven by pent up demand that occurred during the pandemic. Higher Average Daily Rates were a result of inflationary pressures. Although rates have seen all-time highs they have dropped in the past few months. That pattern is expected to continue into FY2025. These trends are not unique to Cabarrus. Nationwide, the travel industry has already been experiencing normalization in travel demands and average daily rates. Beyond the leisure traveler business travel and group travel are continuing to pace ahead of the previous year. The addition of the new Mondo Track in the fall of 2023 is already generating a ton of interest and several groups have already booked the facility with an estimated economic impact of \$1.4 million. There is also an additional \$5.8 million worth of track and field leads that the organization is trying to finalize. During the budget process decisions were made utilizing the Bureau's Mission and Vision Statements.

### **MISSION**

Drive visitation to Cabarrus County  
to generate the maximum impact through hotel stays  
and visitor spending.

### **VISION**

To continually grow and sustain  
a dynamic travel industry to become the  
number one economic force for Cabarrus County

The budget for FY2025 of \$7,064,146 represents an increase of 9% over FY2024. Lodging revenues are expected to increase by \$389,646 compared to the FY2024 budget. Visitor research will continue to be an important investment as the organization understands visitor origin patterns and targets potential visitors. The organization will increase advertising spending and continue to capitalize on the Explore Cabarrus branding with new creative programming. A new Motorsports Trail will be developed in the next year which will allow visitors to experience all the motorsports attractions in the area in a new way.

I would like to thank the individuals who contributed to the preparation of the FY2025 budget and offer them my sincere gratitude.

Respectfully submitted,  
Donna Carpenter  
President/CEO - Cabarrus County Tourism Authority

## **Revenues:**

The CCTA receives 97% of its revenue through a 6% Occupancy Tax levied on guests who stay in Cabarrus County Hotels. 6% is the state maximum rate and will not change in FY2025.

### **Occupancy Tax:**

Actual FY2023	6,975,016
Budget FY2024	6,450,000
Budget FY2025	6,839,646

Occupancy Taxes are budgeted to increase by 6.0% in FY2025. Occupancy Tax revenues are based on the following assumptions:

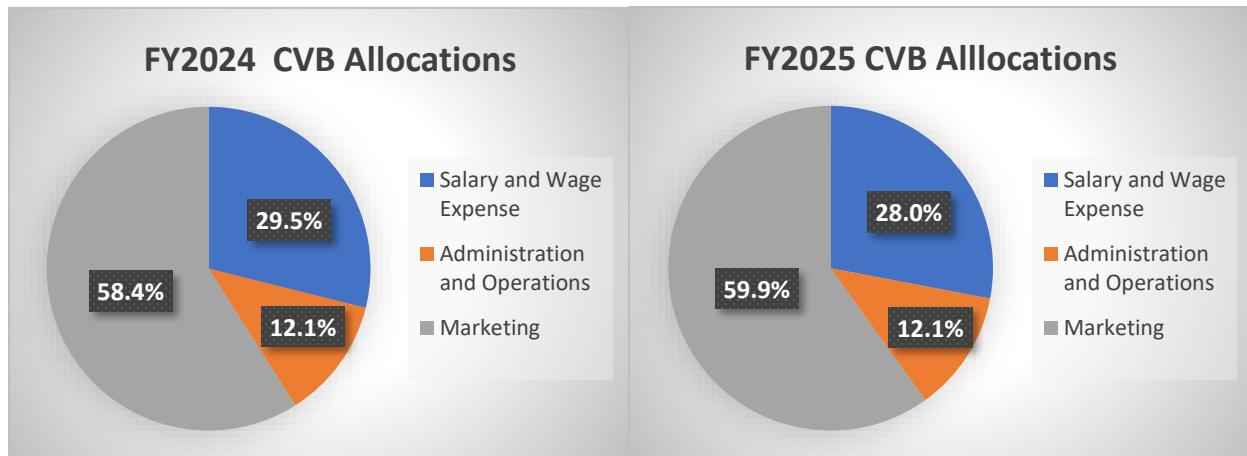
- There are no new hotels scheduled to open in FY2025. There is one new hotel, Home2 and Tru dual brand, that is under construction on Bruton Smith Boulevard. The hotel is not scheduled to open until summer of 2025, so they are not included in any estimates.
- Occupancy Tax forecasting is based on lodging analysis from Smith Travel Research as well as travel forecasts from US Travel and Tourism Economics. Additional information is obtained through information exchange with the lodging properties within Cabarrus County as well as an analysis of any citywide/countywide events.
- Leisure travel is beginning to normalize after the post pandemic pent up travel demand. Hotel rates are also expected to drop through FY2025 following all-time highs related to inflationary pressures. Business and group travel is still pacing ahead of FY2024. There is strong interest in the new Mondo track that opened in the fall of 2023.
- Occupancy Tax revenue received in July 2024 from June 2024 occupancy will be accrued back into June 2024 for FY2024 accrual statements. For this purpose, there will be zero revenue recognized in July 2024 while there will be 2 months recognized in June 2025.

### **Other Revenue:**

- Other revenue of \$224,500 includes cooperative advertising opportunities, interest on cash deposits, Celebrate Cabarrus, and retail sales in the visitor center. Interest rates are expected to remain high in FY2025.
- The CCTA currently maintains the County approved reserve rate of 17% in its Fund Balance.

## **Expenditures:**

The CVB operates on a zero-based budget; therefore, all revenues received in FY2025 are budgeted to be expended. Expenditures for the CVB are divided into three categories. They are Salary and Wage Expense, Administration and Operations, and Sales and Marketing Activities. The following charts illustrate how expenditures are budgeted in FY2025 compared to FY2024.



## FY2025 Operating Budget

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	FY2025 Budget	FY2024 Budget		FY2025 Budget Difference		FY2023		FY2022		FY2021	
														FY2024 Budget	FY2024 Budget Difference	FY2023	FY2022	FY2021					
<b>REVENUE</b>																							
4000 OCCUPANCY TAX	0	639,512	591,007	518,599	604,141	503,608	505,759	521,713	536,011	567,913	672,738	1,178,645	6,839,646	\$ 6,450,000	\$ 389,646	\$ 6,975,016	\$ 6,138,715	\$ 3,748,424					
4010 INTEREST ON INVESTMENTS	16,000	17,000	16,000	17,000	16,000	17,000	17,000	15,000	17,000	16,000	16,000	16,000	196,000	\$ 2,760	\$ 193,240	\$ 43,154	\$ 1,631	\$ 2,264					
4020 ADVERTISING REVENUES	0	0	0	0	0	0	0	0	0	0	0	0	18,000	0	18,000	\$ 15,000	\$ 3,000	\$ 30,602	\$ 30,041				
4030 MISC REVENUE	0	0	0	0	0	6,000	0	0	0	0	0	0	6,000	\$ 4,000	\$ 2,000	\$ 5,019	\$ 298,736						
4040 FUND BALANCE APPROPRIATED	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ 2,147,774	\$ 1,050,576						
4060 ITEMS FOR RESALE	600	500	300	600	300	200	300	200	300	400	400	400	4,500	\$ 3,300	\$ 1,200	\$ 2,516	\$ 3,158	\$ 3,182					
<b>TOTAL REVENUE</b>	16,600	657,012	607,307	536,199	620,441	526,808	523,059	536,913	553,311	584,313	707,138	1,195,045	7,064,146	\$ 6,475,060	\$ 589,086	\$ 9,204,081	\$ 7,522,857	\$ 3,753,870					
<b>OPERATING BUDGET:</b>																							
<b>SALARIES</b>																							
5000 SALARIES	50,327	145,923	97,282	97,282	97,282	97,282	145,923	97,282	97,282	97,282	97,282	153,021	1,273,450	\$ 1,225,344	\$ 48,106	\$ 989,623	\$ 863,765	\$ 718,186					
5010 HOURLY LABOR	5,938	12,532	7,595	7,595	7,595	7,595	11,392	7,595	7,595	7,595	7,595	14,098	106,520	\$ 116,233	\$ (9,713)	\$ 33,398	\$ 69,024	\$ 75,401					
5020 FICA	3,483	9,757	6,502	6,502	6,502	6,502	9,754	6,502	6,502	6,502	6,502	10,361	85,483	\$ 83,396	\$ 2,087	\$ 63,888	\$ 58,099	\$ 49,584					
5030 MEDICARE	806	2,317	1,521	1,521	1,521	1,521	2,281	1,521	1,521	1,521	1,521	1,547	2,416	20,014	\$ 19,491	\$ 523	\$ 15,196	\$ 13,771	\$ 11,656				
5040 MEDICAL INSURANCE	16,055	16,055	16,055	16,055	17,467	17,467	17,467	17,467	17,467	17,467	17,467	20,396	\$ 181,832	\$ 22,124	\$ 128,809	\$ 122,125	\$ 115,526						
5050 RETIREMENT	14,357	14,357	14,357	14,357	14,357	21,536	14,357	14,357	14,357	14,357	14,357	21,536	186,642	\$ 181,014	\$ 5,628	\$ 124,210	\$ 107,956	\$ 83,982					
5060 WORKMENS COMP	2,500	0	250	0	0	0	0	0	0	0	0	0	2,750	\$ 2,750	\$ -	\$ 1,781	\$ 1,633	\$ 1,871					
5070 DEFERRED 401K	5,009	5,009	7,514	5,009	5,009	5,009	5,009	5,009	5,009	5,009	5,009	65,118	\$ 62,854	\$ 2,264	\$ 48,655	\$ 44,907	\$ 38,808						
5080 PERFORMANCE INCENTIVES	0	0	0	0	0	0	0	0	0	0	0	32,000	32,000	\$ 32,000	\$ -	\$ 29,688	\$ 24,160	\$ 15,453					
5090 UNEMPLOYMENT INSURANCE	150	275	150	100	100	700	250	150	100	100	200	2,375	\$ 3,300	\$ (925)	\$ 1,193	\$ 999	\$ 2,165						
<b>TOTAL SALARY AND WAGES EXPENSE</b>	98,625	206,225	151,226	148,421	149,833	157,012	206,883	149,983	152,388	149,833	151,771	256,108	1,978,308	\$ 1,908,214	\$ 70,094	\$ 1,436,441	\$ 1,306,439	\$ 1,112,632					
<b>ADMINISTRATION &amp; OPERATIONS</b>																							
6000 ADMIN FEE	0	31,976	29,550	25,930	30,207	25,180	25,288	26,086	26,800	28,396	33,637	58,932	341,982	\$ 322,500	\$ 19,482	\$ 348,751	\$ 306,936	\$ 187,421					
6004 CAPITAL OUTLAY	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 56,360	\$ -							
6010 EMPLOYEE/COMMUNITY RELATIONS	300	500	300	300	500	500	1,700	500	300	500	500	6,200	\$ 6,400	\$ (200)	\$ 2,564	\$ 3,358	\$ 1,407						
6020 INSURANCE	20,300	0	0	0	0	0	0	0	0	0	0	0	20,300	\$ 19,475	\$ 825	\$ 8,159	\$ 7,708	\$ 6,825					
6030 MILEAGE	50	50	50	50	50	50	50	50	50	50	50	50	600	\$ 600	\$ -	\$ 62	\$ -	\$ 29					
6040 OFFICE EQUIPMENT/MNT	5,125	54,625	4,625	5,340	4,625	4,625	5,125	4,625	4,625	4,625	4,625	111,215	\$ 56,060	\$ 55,155	\$ 59,729	\$ 61,583	\$ 68,204						
6050 OFFICE SUPPLIES	500	1,300	800	700	1,500	1,300	1,400	700	1,100	700	1,300	700	12,000	\$ 9,500	\$ 2,500	\$ 7,197	\$ 6,283	\$ 3,690					
6060 OTHER OPERATING COST	870	870	1,180	680	670	1,100	670	670	970	690	690	990	10,050	\$ 11,025	\$ (975)	\$ 7,787	\$ 4,977	\$ 4,006					
6070 POSTAGE/SHIPPING	920	1,125	1,150	920	1,425	1,100	870	1,325	1,000	1,570	2,125	1,200	15,130	\$ 16,790	\$ (1,660)	\$ 11,872	\$ 14,764	\$ 5,164					
6080 PROFESSIONAL SERVICES	0	0	9,500	5,000	0	3,500	0	200	500	0	0	500	19,200	\$ 27,800	\$ (8,600)	\$ 15,720	\$ 15,025	\$ 12,700					
6090 RENT/BUILDING EXPENSE	3,145	3,395	11,945	7,595	3,495	5,070	3,595	3,745	4,695	3,295	3,645	59,885	\$ 54,580	\$ 5,305	\$ 36,059	\$ 38,006	\$ 224,710						
6100 STAFF DEVELOPMENT	400	100	100	100	100	200	200	200	200	200	200	300	3,200	\$ 4,600	\$ 700	\$ 3,638	\$ 176	\$ 1,133					
6110 TELEPHONE	2,325	2,325	2,825	2,325	2,325	2,825	2,325	2,325	2,825	2,325	2,325	2,825	29,900	\$ 27,450	\$ 2,450	\$ 28,183	\$ 24,786	\$ 24,806					
6120 VEHICLE EXPENSE	400	400	1,150	830	400	850	250	400	900	400	400	1,800	8,180	\$ 6,880	\$ 1,300	\$ 5,131	\$ 5,843	\$ 3,030					
6130 DEBT SERVICE - INTEREST (GASB 87)	1,248	1,267	1,247	1,189	1,207	1,150	1,168	1,149	1,024	1,109	1,055	1,069	13,882	\$ 16,777	\$ (2,895)	\$ 19,338	\$ 21,242	\$ -					
6131 DEBT SERVICE - PRINCIPAL (GASB 87)	17,343	17,213	16,755	16,812	16,793	16,850	16,854	16,978	16,893	16,947	16,933	203,204	\$ 206,343	\$ (3,139)	\$ 200,954	\$ 181,165	\$ -						
<b>TOTAL ADMIN &amp; OPS</b>	52,926	115,546	81,177	67,771	63,297	64,300	59,474	58,829	61,967	64,753	66,819	100,169	857,028	\$ 786,780	\$ 70,248	\$ 811,504	\$ 691,852	\$ 543,125					
<b>SALES AND MARKETING ACTIVITIES</b>																							
7000 ADVERTISING/E-MARKETING	272,876	156,250	186,175	188,050	156,200	165,575	149,500	146,700	148,839	154,700	140,200	32,970	1,988,035	\$ 1,617,931	\$ 280,104	\$ 1,468,448	\$ 856,706	\$ 374,924					
7015 BUSINESS DEVELOPMENT	38,450	5,800	17,450	94,300	7,950	11,500	12,650	26,300	18,950	3,300	4,050	15,800	256,500	\$ 240,600	\$ 15,900	\$ 143,299	\$ 183,070	\$ 46,860					
7020 COLLATERAL/PRODUCTION	35,000	5,500	28,500	7,050	5,000	11,200	34,700	10,000	85,000	6,000	5,500	7,000	240,450	\$ 214,600	\$ 25,850	\$ 211,304	\$ 128,666	\$ 29,694					
7030 CORPORATE COMMUNICATIONS	2,000	0	500	3,500	500	0	3,300	0	500	0	500	500	11,300	\$ 10,700	\$ 600	\$ 11,022	\$ 8,880	\$ 5,039					
7040 DUES & SUBSCRIPTIONS	40,935	3,670	700	9,340	100	2,550	9,090	400	650	440	0	500	68,375	\$ 55,410	\$ 12,965	\$ 57,116	\$ 48,402	\$ 39,549					
7060 EVENT EXPENSE	0	0	15,000	22,000	0	4,000	0	0	4,000	0	0	23,000	19,000	\$ 87,000	\$ -	\$ 84,674	\$ 56,739	\$ 18,305					
7070 FAM TOURS/SITE INSPECTIONS	1,000	2,000	7,000	0	15,250	0	500	3,000	500	3,000	12,250	7,500	52,000	\$ 44,000	\$ 8,000	\$ 96,803	\$ 13,016	\$ 6,724					
7120 MEDIA RELATIONS	20,816	12,440	7,590	7,215	7,440	8,535	8,415	7,840	8,190	10,885	8,365	12,665	120,396	\$ 119,549	\$ 847	\$ 114,201	\$ 27,181	\$ 7,485					
7125 PARTNERSHIP	11,550	6,550	4,150	5,850	49,950	7,850	21,400	7,450	5,050	24,850	6,300	11,050	162,000	\$ 162,000	\$ -	\$ 21,389	\$ 79,395	\$ 6,847					
7130 AGREEMENTS/BID FEES	93,145	78,621	74,395	64,575	73,352	55,625	62,233	62,231	70,445	79,041	71,142	63,932	848,737	\$ 819,200	\$ 29,537	\$ 2,543,501	\$ 1,175,129	\$ 377,994					
7140 TRADE SHOWS/CONFERENCES	22,000	15,550	17,525	11,100	15,600	13,495	9,350	16,650	8,500	20,150													



# FY2025 Budget







 Taxes generated  
by visitor spending  
in Cabarrus County  
represent a tax savings of  
**\$159.86**  
per resident.





In 2024, **The Eatery at Southern Strain Brewing Company's** "Life's Gouda With Bacon Burger" took the crown!

## PARTICIPANT DATA

**830** Total Participants from 9 States

**97.7%** of Participants from North Carolina

## LANDING PAGE STATS

Total Sessions: **4,214**

New Users: **2,650**

Average Session Duration:

**3 Minutes and 10 Seconds**

## PR COVERAGE

**12** Pieces of Online Coverage and **3** Pieces of Broadcast Coverage

Total Influencer Reach of **3,947,246** and **\$15,154** in Ad Value

Total UMV of **652,913,855** and **\$385,903** in Ad Value

~ **\$60,000**

**1077** Total Check-ins at Participating Restaurants

Reported **3,962** Burgers Sold

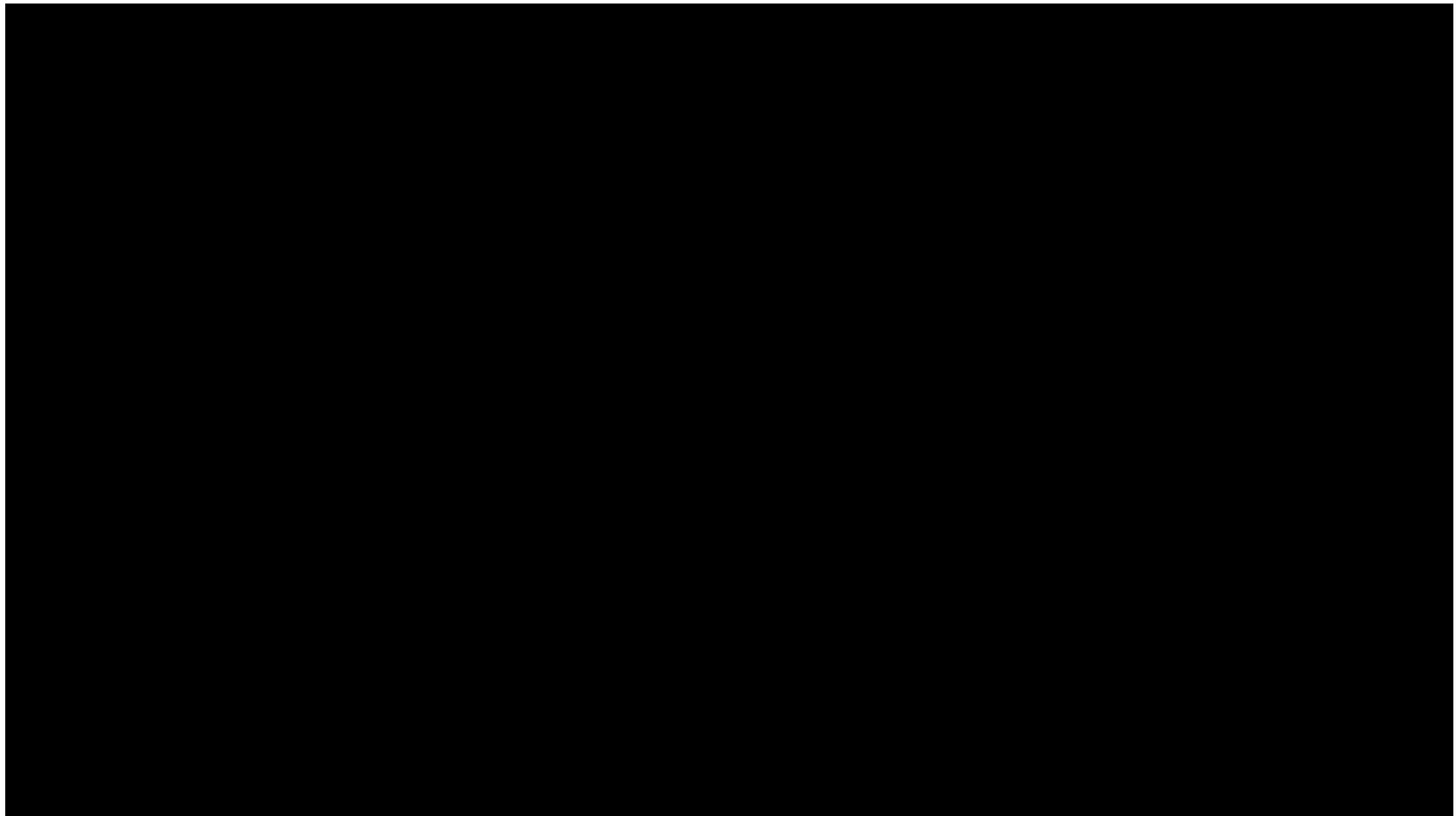
One User Visited **All 18 Locations!**







# FY2025 Budget



## Sales Summary - July to April 2024

Total leads generated to our hotels

259 Leads

113,689 Room nights

**Economic Impact: \$70,657,191**

### **Market breakdown**

Meetings Market – 181 Leads for 74,184 Room nights

**Economic Impact: \$24,888,316**

Sports Market – 78 Leads for 39,505 Room Nights

**Economic Impact: \$45,768,875**





## Definites

USA South 2024 Conference Championship -500 Room Nights

NC High School Regional Meet – 250 Room Nights

AAU District Championships – 1,500 Room Nights

USATF Youth Championships – 900 Room Nights

**Total Economic Impact - \$3,384,451**

## Leads

4 additional track meets – 2,750 Room Nights Total

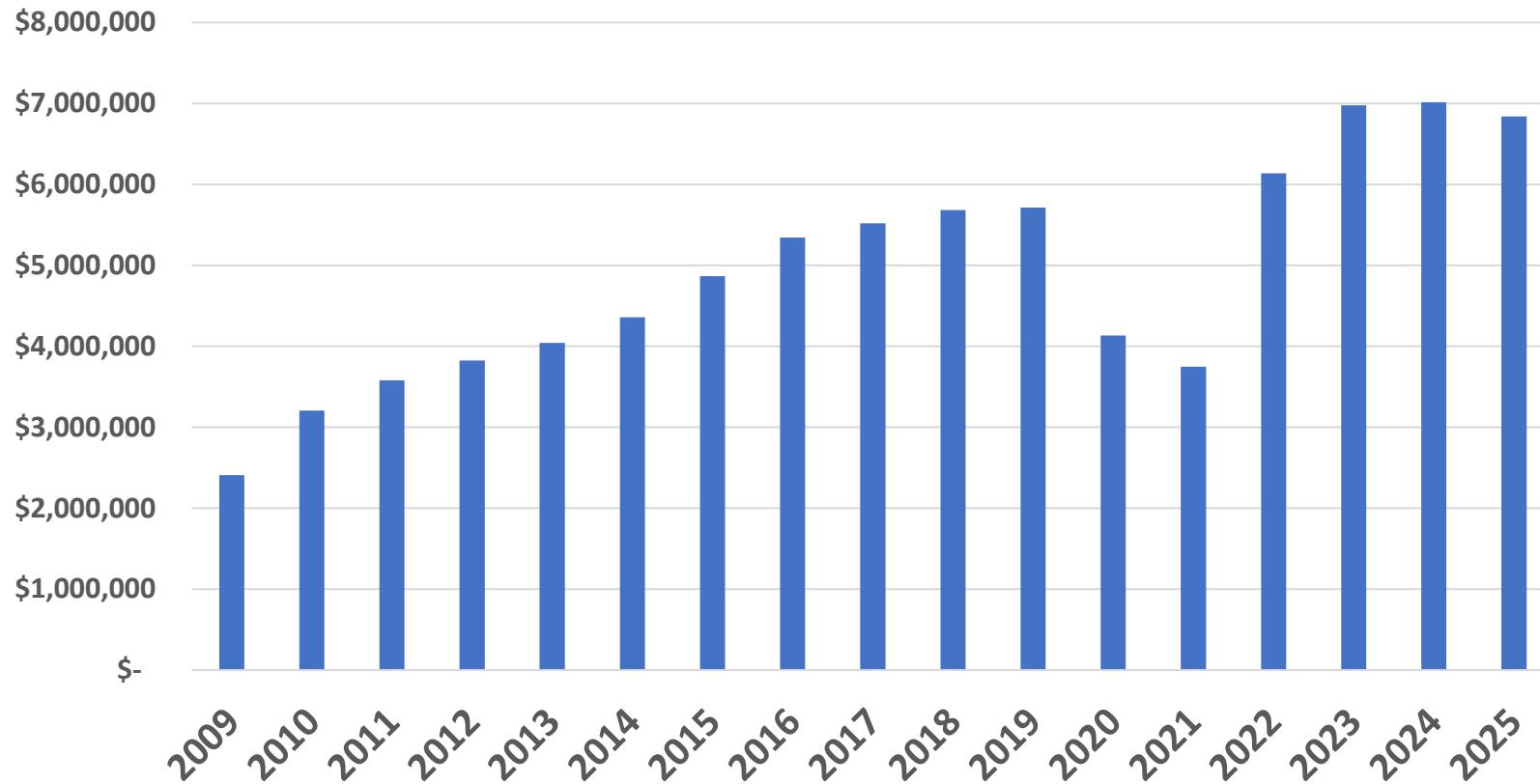
**Total Economic Impact - \$2,920,000**



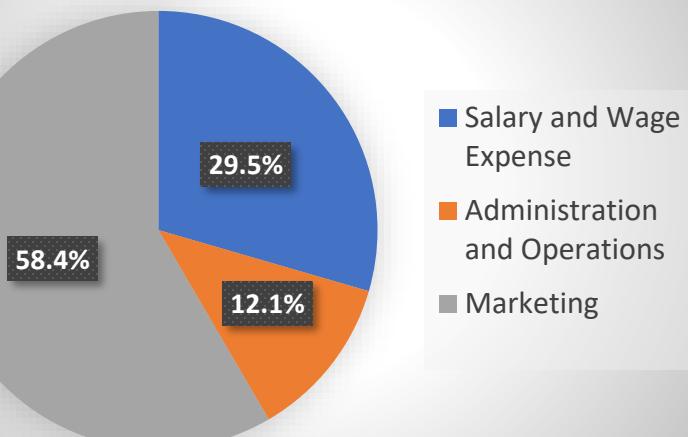
## Destination Development + \$7 Million Dollars



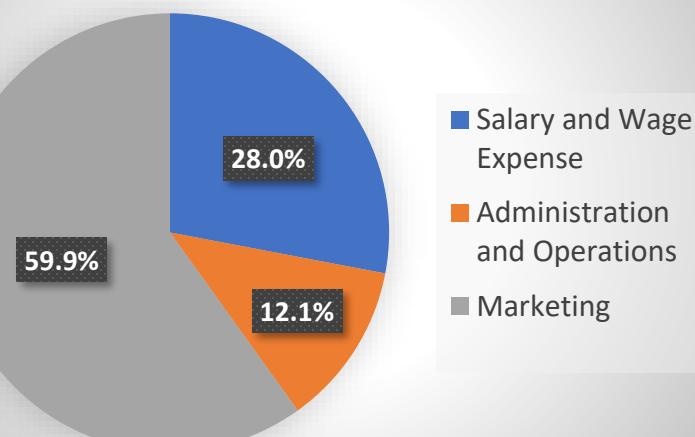
## Occupancy Tax Collections



## FY2024 CVB Allocations



## FY2025 CVB Allocations



**FY2025 Budget 7,064,146**

### County Retains

- 5% Administrative Fee - \$341,982
- 5% Sports Development Fund - \$341,982



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

County Manager - Cabarrus Arts Council Lease Extension

**BRIEF SUMMARY:**

Cabarrus Arts Council requests an additional 10-year extension on their lease at the Cabarrus County Historic Courthouse.

**REQUESTED ACTION:**

Motion to approve an additional 10-year extension on the lease agreement between Cabarrus County and the Cabarrus Arts Council.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Mike Downs, County Manager

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

□ Lease Agreement

**STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS**

**HISTORIC COURTHOUSE  
LEASE AND USE AGREEMENT**

This **HISTORIC COURTHOUSE LEASE AND USE AGREEMENT** (“Agreement”) is made and entered into effective July 1, 2015 by and among CABARRUS COUNTY, (“County”), THE CABARRUS ARTS COUNCIL, INC., (“Arts Council”) and HISTORIC CABARRUS ASSOCIATION, INC. (“Historic Cabarrus”).

**RECITALS**

1. The County is the owner of a parcel or tract of land and improvements at the corner of Union Street, South and Means Avenue adjacent to its present County Courthouse in the City of Concord, North Carolina, which improvements are known as the Cabarrus County Historic Courthouse (“Historic Courthouse”). For purposes of this Agreement, the usable exterior area of the Historic Courthouse, including the front steps and porch and the parcel on which the Historic Courthouse is located shall be identified as the “Grounds”. A legal description of the Grounds, which includes the Historic Courthouse, is attached as Exhibit A and incorporated by reference.

2. For many years, both Arts Council and Historic Cabarrus (and other non-profit organizations) have used the Historic Courthouse for offices and meetings and to host or stage events. The rent charged to each by the County has been nominal. Both Arts Council and Historic Cabarrus have utilized their funds and have raised funds to restore and improve the interior of the Historic Courthouse and to make it an attractive and viable museum and arts destination, with galleries and a theater.

3. The County has also provided significant funding over the years for renovation, repair and maintenance of the Historic Courthouse and the Grounds, in order to establish it as an iconic structure and a symbol of Cabarrus County and its history and culture.

4. Through time it has evolved that the primary occupants and users, in varying degrees, of the Historic Courthouse are Arts Council and Historic Cabarrus, whose present occupancy and uses of the Historic Courthouse are generally separate, but at times overlap. There are certain spaces within the Historic Courthouse that are used

exclusively by each such party, other spaces that can be used jointly by them, and still others that are used primarily by one of such parties and secondarily by the other.

5. The County desires to retain certain control of the Grounds, subject to granting temporary use of the Grounds to Arts Council and/or Historic Cabarrus and/or other organizations for certain functions or events that involve an exterior use. Arts Council and Historic Cabarrus do have the right of access across the Grounds to the Historic Courthouse for their lease and usage of the Historic Courthouse.

6. The purpose of this Agreement is to set forth the terms of a lease of the Historic Courthouse to each of Arts Council and Historic Cabarrus, to set forth the terms of the usage of the Historic Courthouse by each of Arts Council and Historic Cabarrus, relative to the County and to each other and to set forth the usage of the Grounds by each of Arts Council and Historic Cabarrus.

In consideration of the foregoing Recitals and the Agreement Terms contained below, which the parties agree constitute sufficient consideration to make this Agreement legally binding and enforceable, the parties agree with and among each other as further provided.

## TERMS

1. Leased Premises. The County hereby leases to Arts Council and to Historic Cabarrus, separately and together as indicated below, the Historic Courthouse and pedestrian access across the Grounds to the Historic Courthouse incident to the lease of the Historic Courthouse. Such lease and access shall be non-exclusive as to each of Arts Council and Historic Cabarrus except as otherwise specified in this Agreement.

2. Designated Spaces within Leased Premises. Because of the reconfiguration and layout of the interior of the Historic Courthouse, certain rooms and areas are exclusive to the use of each of Arts Council and Historic Cabarrus, other rooms and areas are primarily for use of Arts Council, still other rooms or areas are primarily for the use of Historic Cabarrus and finally there are rooms or areas that are for the equivalent joint use of both Arts Council and Historic Cabarrus. Attached and incorporated by reference as Exhibit B is the plan of each floor of the Historic Courthouse. Each room or area is identified by its relative designation and is color-coded as follows:

- a) Exclusive use as to Arts Council – ACX (red)
- b) Exclusive use as to Historic Cabarrus – HCX (blue)
- c) Use primarily for Arts Council – PAC (yellow)
- d) Use primarily for Historic Cabarrus – PHC (no areas at this time)
- e) Joint equivalent use – J (green)

The County has not reserved to itself any rooms or areas in the Historic Courthouse, although at times it may have a need to use any of the rooms or areas. Arts Council and Historic Cabarrus specifically agree that the County may have use of any room or area on a non-exclusive basis, but subject to any prior scheduled use of any such room or area. The County does reserve for itself access to all rooms and areas of the

Historic Courthouse for purposes of inspection and to undertake any maintenance or repairs required of the County pursuant to this Agreement.

3. Usage of Designated Spaces. Those areas designated for exclusive use by either Arts Council or Historic Cabarrus may be used by the other only with the prior permission of the party entitled to exclusive use. Those areas designated for joint equivalent use are nonexclusive to either Arts Council or Historic Cabarrus, each of whom shall cooperate with the other for peaceful use of such areas. Arts Council will prepare and update a calendar for scheduled use of joint equivalent use areas. For those areas designated as primary use for either Arts Council or Historic Cabarrus, the primary user shall prepare by June 1 the dates of use by the primary user for the next fiscal year (July 1 to June 30). Between June 1 and June 30 the non-primary party may request dates of use during the next fiscal year. Response to such requests shall be made by July 15. The calendar prepared and maintained by the primary user may be supplemented during the fiscal year by request from the non-primary user to the primary user at least 60 days prior to requested date of usage. The non-primary user may only request dates for use by that party; any third party request must go directly to primary user and the County.

An equipment use fee may be charged by the Arts Council to Historic Cabarrus and third-party users for usage of or damage to equipment owned by it.

Third party usage must be approved by the primary user and the County.

4. Alcoholic Beverages. Arts Council and/or Historic Cabarrus may sponsor events in which alcoholic beverages may be sold, served or consumed on the Leased Premises. Such sale, use or consumption shall only be in accordance with a permit from the North Carolina ABC Commission and compliance with all other provisions of this Agreement.

5. Grounds. The Grounds are designated for the exclusive use and control by the County, subject to access across the Grounds by Arts Council and Historic Cabarrus for use of the Historic Courthouse pursuant to this Agreement. The Grounds may be used by either Arts Council, Historic Cabarrus or other parties with the prior written permission of the County. Should either of the leasing parties or any third party desire to sell, serve or have served alcoholic beverages of any kind on the Grounds, such party must have the prior permission of the County Manager or his designee, pursuant to the County's policy on sale and use of alcohol on County Property for each event and proper approval by and permitting from the North Carolina ABC Commission.

6. Signage. Arts Council shall be permitted to erect exterior and interior signage, with the prior written permission of the County. Arts Council has an existing monument sign on the Grounds and will provide Historic Cabarrus with use of a bottom panel location on each side. Historic Cabarrus must keep its sign panel information current and the Arts Council may remove and replace it if information is outdated. The cost of the panel and installation shall be borne by Historic Cabarrus. All exterior signage shall also be subject to applicable ordinance provisions of the City of Concord. Historic Cabarrus shall be permitted to erect interior signage in its exclusive and primary areas, with the prior written permission of the County and so long as such signage is complementary to the existing Arts Council signage. No sign erected by either party

shall acquire any rights to remain; the County in its sole discretion may require the removal or replacement of any sign.

7. Duration of Lease. The duration of the Lease for each of Arts Council and Historic Cabarrus shall be for a term of ten (10) years, beginning on July 1, 2015 and ending at midnight on June 30, 2025, unless sooner terminated by written mutual consent of the County and the terminating or terminated leasing party or because of the default of a party. It is understood and agreed that a termination as to Arts Council does not affect the continuing validity of the lease with Historic Cabarrus and vice versa, whether the termination is due to the actions of the County or the specific leasing party. It is also understood and agreed that the termination of one of the leasing parties does not create any greater rights or privileges for the other leasing party regarding the Historic Courthouse unless specifically agreed to by the County.

8. Lease Payments. For each year or partial year that this Agreement is in effect, Arts Council and Historic Cabarrus shall each pay in advance the amount of One Dollar (\$1.00) as basic rent for the occupancy and use of the Historic Courthouse. At their respective options, Arts Council and Historic Cabarrus can prepay the basic rent for ten (10) years in advance so as not to be in default under this Agreement for failure to pay this nominal annual amount. In the event that any prepaid amount is ultimately owed either leasing party upon the termination of its respective lease term, the County shall refund such amount, after deduction of any amounts owed to the County.

9. County Responsibilities. The County will be responsible for the following obligations under this Agreement.

a) Maintenance and Repair. The County at its expense will maintain the exterior of the Historic Courthouse building and the Grounds. This maintenance and repair responsibility includes the roof, HVAC system, exterior painting, landscaping, lighting and groundskeeping. A schedule for interior cleaning is attached as Exhibit C. In addition, the County at its expense will maintain the interior of the Historic Courthouse. This maintenance and repair responsibility includes the HVAC system, electrical and plumbing lines and fixtures. In any maintenance or repair project, the County will be sensitive to the historic significance of the Historic Courthouse and perform such maintenance or repair work consistent with the existing condition. If necessary, the County will consult with an architect to obtain guidance to make such repair or maintenance consistent with the historical significance of the Historic Courthouse.

b) Insurance. The County will maintain liability and casualty insurance on the Historic Courthouse and the Grounds in coverage amounts to be determined in the discretion of the County. Should the Historic Courthouse be damaged by fire or other casualty, the County in its sole discretion shall decide whether to repair the damage. In the event that the County decides not to repair the damage, any party to this Agreement may terminate this Agreement as to it. The County is under no obligation to provide alternative space to either Arts Council or Historic Cabarrus.

c) Utilities. The County will be responsible for provision and payment of water, sewer, electrical and natural gas utility services for the Historic

Courthouse and the Grounds. The County will not be responsible for provision of Internet or telephone services.

10. Tenant Responsibilities. Arts Council and Historic Cabarrus will each be responsible for the following obligations under this Agreement.

a) Maintenance and Repair. Arts Council and Historic Cabarrus will not commit any waste of the Historic Courthouse and will each pay for any damage to the Historic Courthouse and its improvements and the Grounds caused by such entity and/or its members, patrons and guests. Neither Arts Council nor Historic Cabarrus shall be responsible for any damage or waste committed by the other.

b) Alterations. Neither Arts Council nor Historic Cabarrus shall make any change or alteration to the Historic Courthouse or the Grounds without the prior written permission of the County. The County may require that any changes or improvements be made only after consultation with an architect and according to a general plan of organized historic renovation and restoration.

c) Insurance. Each of Arts Council and Historic Cabarrus will maintain liability and casualty insurance on the Historic Courthouse and Grounds to cover all risks associated with its respective lease and use of the Historic Courthouse and the Grounds, including but not limited to sale, use or consumption of alcoholic beverages of any kind at the Historic Courthouse or on the Grounds, its personal property and that of other persons located in the Historic Courthouse with the permission of such party. Coverage amounts shall be in the discretion of the County's Risk Manager and shall name the County as an additional insured with reference to the County's ownership of the Historic Courthouse.

11. Representations and Warranties. The County makes no representations or warranties whatsoever, either express or implied, concerning the Historic Courthouse or the Grounds. Both Arts Council and Historic Cabarrus accept the Historic Courthouse and the Grounds in their "as is" condition.

12. Indemnification. Each of Arts Council and Historic Cabarrus shall indemnify and hold harmless the County and its elected officials, officers, employees and agents from any and all liabilities, losses, damages, expenses or costs (including attorney's fees) arising from its respective lease and use of the Historic Courthouse and Grounds, including the acts or omissions of its respective members, patrons and guests. This indemnification also covers any work or improvements to the Historic Courthouse and Grounds at the request of either Arts Council or Historic Cabarrus.

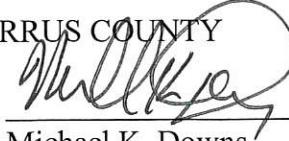
13. Assignment and Subletting. Neither Arts Council nor Historic Cabarrus may assign its rights under this Agreement nor sublet the Historic Courthouse and Grounds.

14. Merger and Integration. This document contains the entire understanding and agreement of the parties with regard to the lease and usage of the Historic Courthouse and Grounds. There are no separate provisions or conditions, either

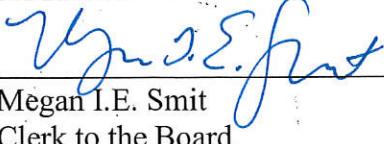
oral or written. No amendment or modification to this Agreement shall be effective unless in writing and signed by all the parties.

15. Choice of Laws. This Agreement is governed by North Carolina law.

IN WITNESS, the parties have executed this Agreement through their duly authorized officials, as authorized by their respective governing boards.

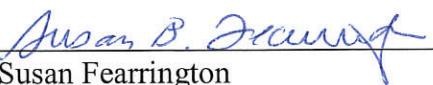
CABARRUS COUNTY  
By:   
Michael K. Downs  
County Manager

ATTEST:

  
Megan I.E. Smit  
Clerk to the Board

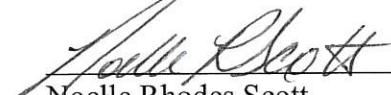
Date: 4/14/16

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

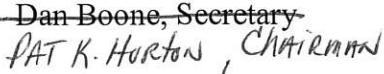
  
Susan Fearington  
Finance Director

Date: 6-8-16

THE CABARRUS COUNTY ARTS COUNCIL, INC.

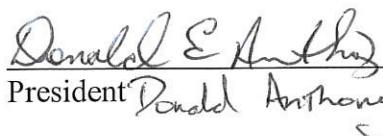
By:   
Noelle Rhodes Scott  
President and CEO

ATTEST:

  
Dan Boone, Secretary  
  
PAT K. Horton, Chairman

Date: 6/3/2016

HISTORIC CABARRUS ASSOCIATION, INC.

By:   
President Donald Anthony

ATTEST:

  
Secretary Donna Cline

Date: 5-17-16

STATE OF North Carolina  
COUNTY OF Cabarrus

I, Angela F. Poplin a Notary Public of the referenced County and State, certify that Michael K. Downs personally appeared before me this day and acknowledged that he is Cabarrus County Manager and that by authority duly given by the Board of Commissioners and as an act of the County, the foregoing instrument was signed in its name by him.

Witness my hand and official stamp or seal, this 14<sup>th</sup> day of <sup>June, 2016 off</sup> December, 2015.

Angela F. Poplin  
Notary Public  
My Commission expires: 10/22/2018

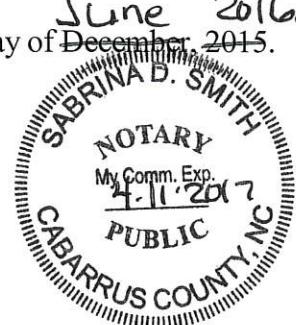


STATE OF North Carolina  
COUNTY OF Cabarrus

I, Sabrina D. Smith a Notary Public of the referenced County and State, certify that Noelle Rhodes Scott personally appeared before me this day and acknowledged that she is President & CEO, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by her.

Witness my hand and official stamp or seal, this 3 day of December, 2015.

Sabrina D. Smith  
Notary Public  
My Commission expires: 4-11-2017

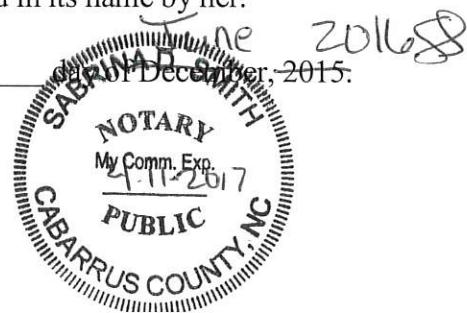


STATE OF North Carolina  
COUNTY OF Cabarrus

I, Sabrina D. Smith a Notary Public of the referenced County and State, certify that Pat R. Horton personally appeared before me this day and acknowledged that she is Chairman, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by her.

Witness my hand and official stamp or seal, this 3 day of December, 2015.

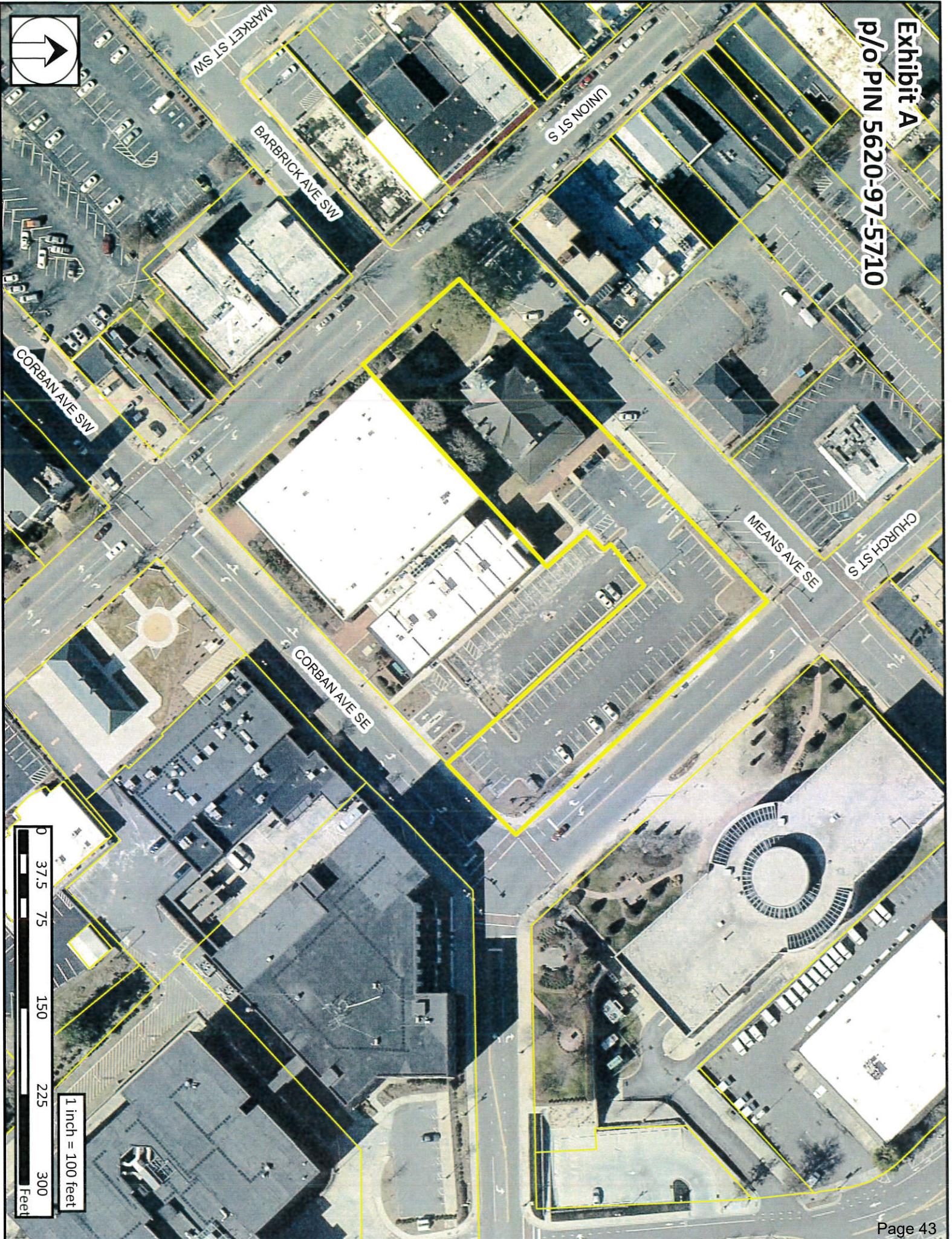
Sabrina D. Smith



Notary Public

My Commission expires: \_\_\_\_\_

**Exhibit A**  
**p/o PIN 5620-97-5710**





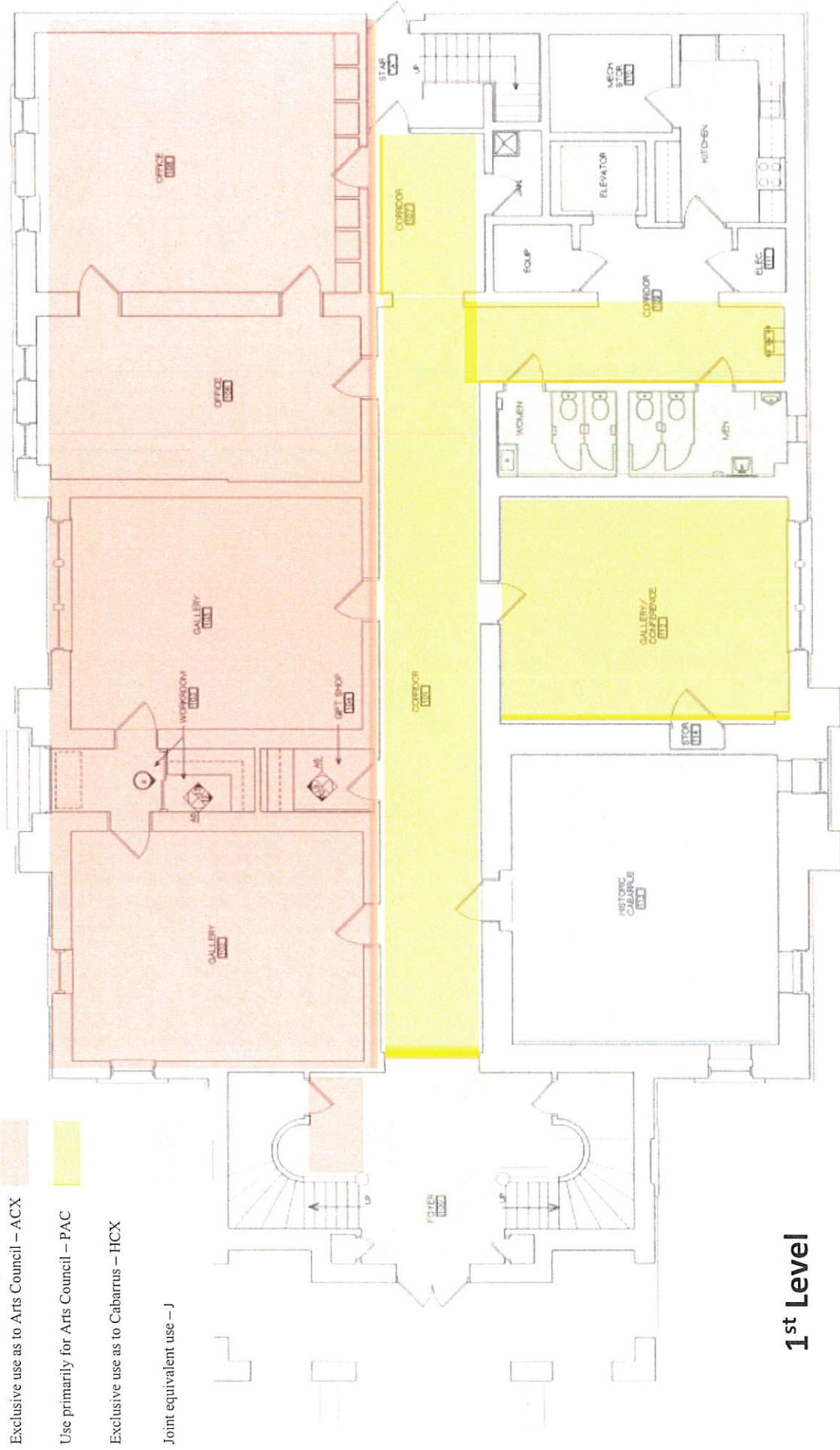
### Legend

Exclusive use as to Arts Council – ACX

Use primarily for Arts Council – PAC

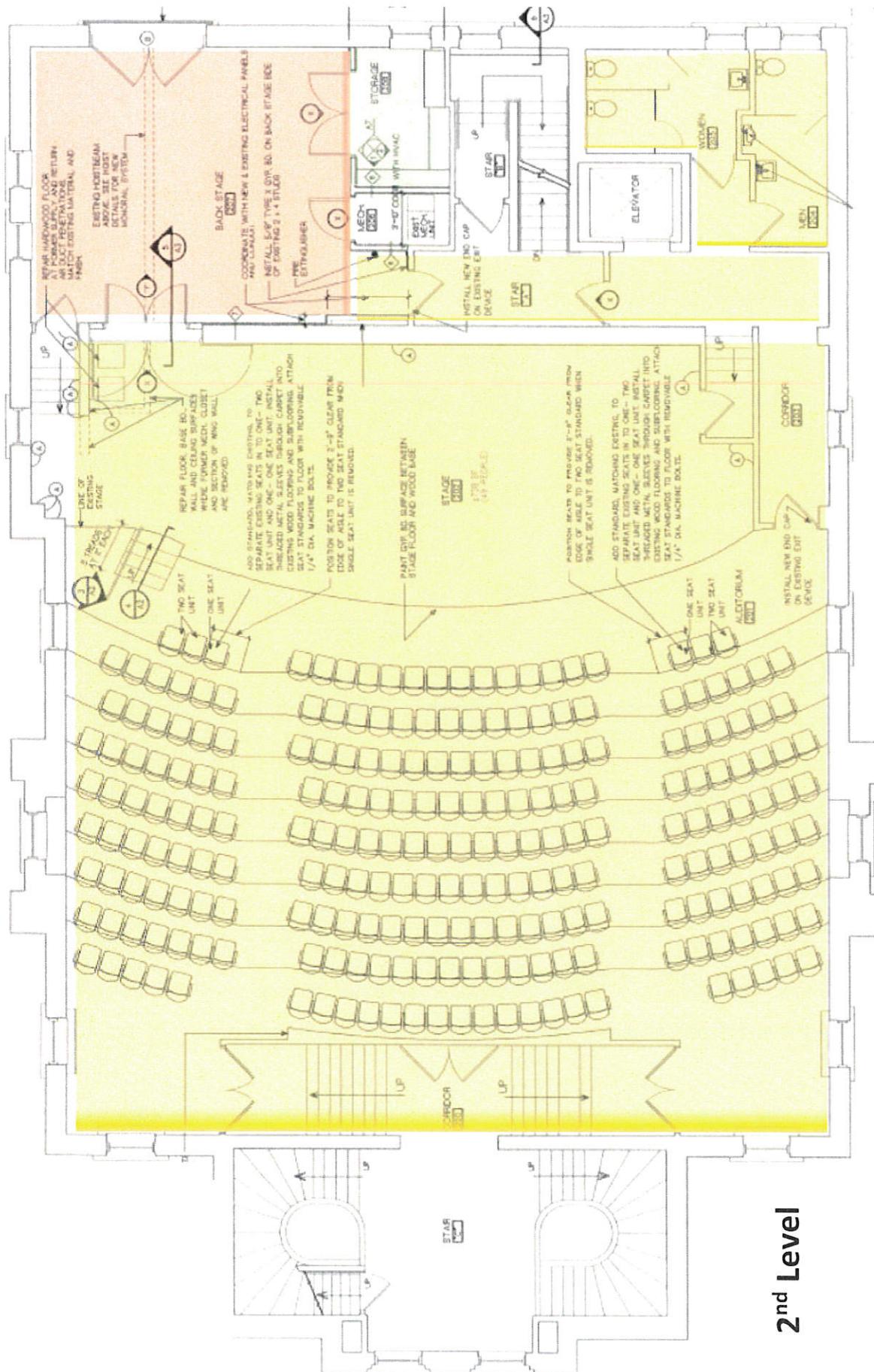
Exclusive use as to Cabarrus – HCX

Joint equivalent use – J



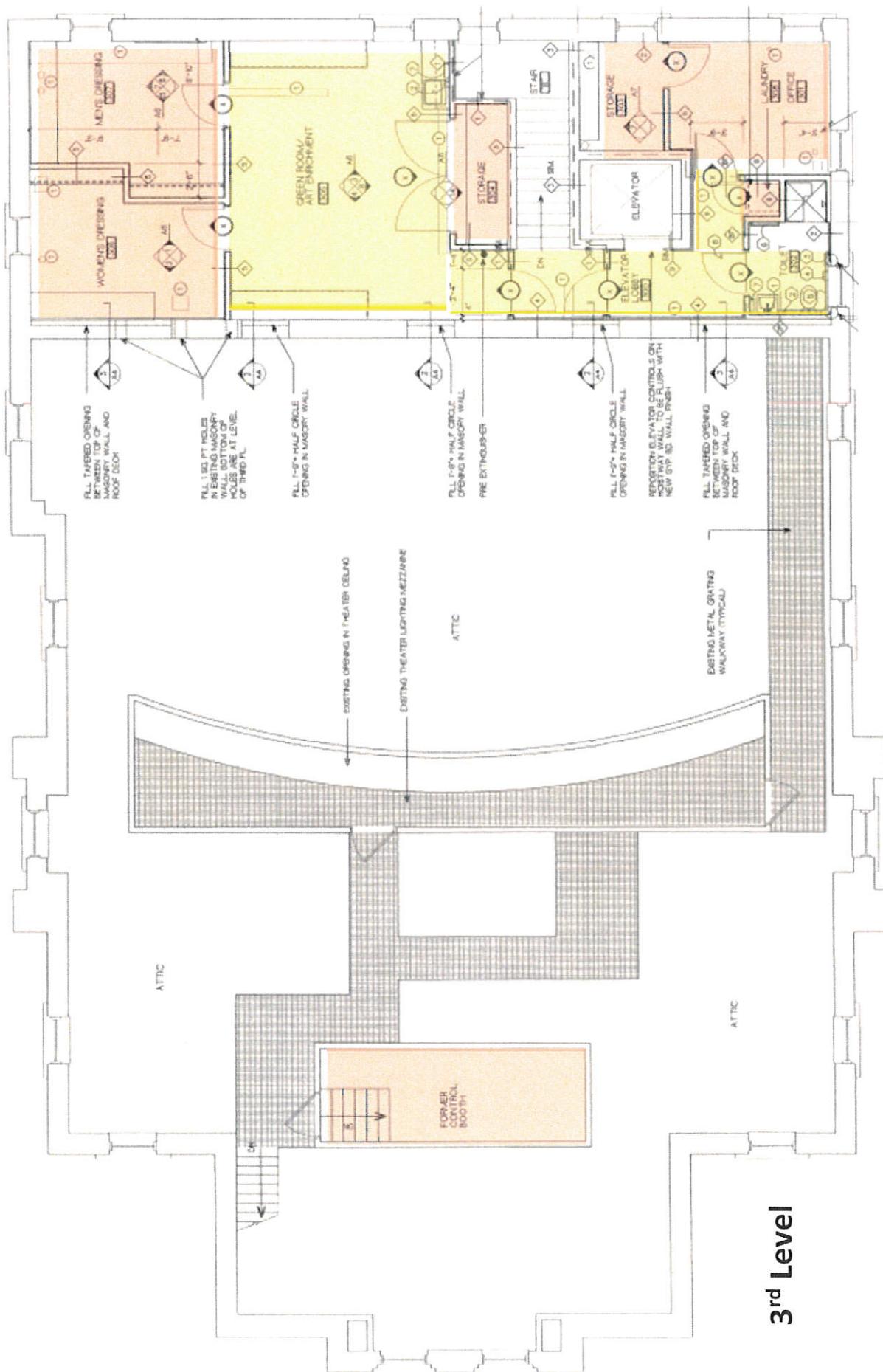
**1<sup>st</sup> Level**





2<sup>nd</sup> Level





**3rd Level**



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

County Manager - Cabarrus County and Kannapolis City Schools Request For Accelerated Funding For Previously Approved Projects

**BRIEF SUMMARY:**

The Cabarrus County School District is requesting to advance funding for three previously approved projects. The projects include the Opportunity School, design funding for the new Coltrane Webb and related relocation costs associated with temporary relocation of students during that time as well as land design funding for future schools in the northwest and southwest part of the county. The proposal would increase the Opportunity School project budget by \$2,535,000. The design and relocation budget for Coltrane Webb would be \$1,500,000 and \$1,500,000 for the northwest and southwest school projects.

Kannapolis City Schools is requesting an increase of \$2,000,000 to the overall budget for the addition at Fred L. Wilson Elementary School. The new budget is \$14,000,000. The updated design/engineering contains 33,000 square feet, up from the original estimate of 22,000 square feet. The new design allows for a new media center and the capacity to accommodate an increase in student enrollment projected to be over 300 additional students.

**REQUESTED ACTION:**

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

Motion to authorize the project changes and approve funding for two new elementary schools, update allocation to Fred L. Wilson Elementary School and the Opportunity School, approve all corresponding budget amendments, approve capital project ordinance and approve all corresponding reimbursement resolutions.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Tim Lowder, Cabarrus County Schools  
Scott Rogers, Kannapolis City Schools  
Kelly Sifford, AICP, Assistant County Manager

**BUDGET AMENDMENT REQUIRED:**

Yes

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

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**ATTACHMENTS:**

- Letter -CCS
- Letter - KCS
- Resolution - Fred L. Wilson
- Resolution - Opportunity School
- Opportunity School Budget Sheet
- Budget Amendment
- Project Ordinance



May 6, 2024

The Honorable  
Mr. Steve Morris, Chair  
Mr. Lynn Shue, Vice Chair  
Mr. Christopher Measmer  
Mr. Kenneth Wortman  
Mr. Tim Furr  
Cabarrus County Board of Commissioners  
65 Church Street, SE  
Concord, NC 28026

Re: FY25 Capital Funding Request

Dear Board of Commissioners:

As we have worked over the past several months on the FY25 Capital Budget, there are three projects that we would like to request funding for as a part of our FY25 Budget.

The Opportunity School Replacement Project was identified and approved during the June 19, 2023 Regular Meeting of the Cabarrus County Commissioners as a part of the 2024 Draw Program. This project started at a \$5m budget and over the course of 3 years, was adjusted, adding roughly 30% to the cost of construction that the industry saw through the pandemic. However, after working through the initial program of space and what the unique learning environment is, the square foot required is more than originally anticipated. Based on this initial program and this square footage, the budget is closer to \$9.53m instead of the originally approved \$7,000,000.00. We are requesting the approval of an increase to this project budget in the amount of \$2,535,000.00. We will continue to work with the design team and construction manager to identify ways to value engineer this project as we do with all our projects to try and find areas of savings.

Our second request is related to our proposed FY25 New Construction Capital Improvement Project List being presented as a part of the Cabarrus County Schools Budget. With the need to accelerate the design timeline and start of construction for the Coltrane Webb STEM Elementary Replacement Project, we would like to request the use of \$1,500,000.00 to begin the engineering and design process along with the relocation needs for the school in preparation of temporarily relocating them into the old R. Brown McAllister STEM School building. There are numerous activities that will need to take place in order to relocate staff and students over the summer months as well as get started on the redevelopment project in hopes of breaking ground during the fall of '24.

The last request we would make that is a part of the FY25 New Construction Capital Improvement Project List is related to a new elementary school. As a part of the continued growth in the southern portion (Harrisburg) and northwest areas of Cabarrus County, it is evident that an additional elementary school will be necessary to support the increase in population. Again, to expedite the design timeline and due diligence

work required for this project, we would like to request the use of \$1,500,000.00 of funding to support these activities. This will allow us the best opportunity to complete this work during the spring and summer months in hopes of breaking ground as soon as possible on this project.

Sincerely,



Mrs. Denise Adcock  
Board of Education, Chairwoman  
Cabarrus County Board of Education

Cc: Mr. Sam Treadaway,  
Mr. Rob Walter,  
Mrs. Pam Escobar,  
Mrs. Laura Lindsey,  
Mrs. Keshia Sandidge,  
Mr. Brian Floyd



# Kannapolis City Schools

100 DENVER STREET  
KANNAPOLIS, NC 28083

704-938-1131      FAX: 704-933-6370

<http://www.kannapolis.k12.nc.us>

**Kevin Garay**  
Superintendent  
[kevin.garay@kcs.k12.nc.us](mailto:kevin.garay@kcs.k12.nc.us)

Mr. Mike Downs & Mr. Rodney Harris,

With much appreciation and excitement, we have gotten closer to breaking ground on the new Fred L. Wilson Elementary addition this summer. We have worked closely with our architect, YCH, and our construction manager, Shelco for the past several months as we have moved through the design phase of our project. We have worked equally as close with the Cabarrus County Schools' Construction team. When we came to the Board of Commissioners last spring, we proposed a \$12 million request for an 18,000-22,000 sq. ft. addition to Fred L. Wilson Elementary. Through the programming phase of the project, completed by YCH architects, the square footage increased closer to 31,000 sq. ft., which includes a new media center. The current media center is located in the middle of the original 1966 school building and it became necessary to use that space as a corridor to move students toward the cafeteria and gymnasium. Cabarrus County Schools' Construction team agrees that our programming fits our needs as we have clear projections for increased student enrollment and it is imperative that we reach our goal to increase student capacity by 300 students.

Again, we began this project with a \$12 million budget and an original estimated need of adding 22,000 sq. ft. The square footage has now increased to 31,000 sq. ft. and our first conceptual budget came in at \$13,700,000. We (YCH, Construction Manager At-Risk, Cabarrus County Schools' Construction team, and Kannapolis City Schools' (KCS) Operations have worked diligently over the past few weeks to cut costs without cutting into our programming numbers. We will continue to be excellent stewards of our funding and we hope to have more accurate, and hopefully lower, numbers when subcontractor bids arrive.

After your review, we would be glad to meet and discuss further. KCS is extremely grateful to Cabarrus County for their continuous support.

Architect (includes programming phase): \$696,000

First Conceptual Budget: \$13,700,000

FFE/Cabling (based on per pupil): \$700,000

Total: \$15,096,000

\$12,000,000(Cabarrus County) + \$1,500,000 (Rowan County): \$13,500,000

Sincerely,

Kevin Garay & Scott Rodgers

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

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

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

(a) On February 5, 2024, the Board adopted a prior resolution declaring official intent to reimburse expenditures with proceeds of debt (the “Prior Resolution”) for the Fred L. Wilson Elementary School Project, as described in the Prior Resolution, a copy of which is attached hereto as Exhibit A.

(b) At the time of adoption of the Prior Resolution, the Board reasonably expected that the maximum principal amount of debt to be incurred with respect to the Fred L. Wilson Elementary School Project would be \$12,000,000.

(c) As of the date of this supplemental resolution, the Board now reasonably expects that the maximum principal amount of debt to be incurred with respect to the Fred L. Wilson Elementary School Project instead will be \$14,000,000, and desires to amend the maximum principal amount of debt stated in the Prior Resolution to reflect the same.

(d) The maximum principal amount of debt to be incurred for the Fred L. Wilson Elementary School Project that was set forth in the Prior Resolution is hereby amended to be \$14,000,000.

(e) Except as supplemented hereby, the Prior Resolution adopted on February 5, 2024, shall remain in full force and effect.

Section 2. This resolution shall take effect immediately.

## EXHIBIT A

### Copy of Prior Resolution

Chairman Stephen M. Morris introduced the following resolution and its title was read:

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

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

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

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

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") associated with financing, in whole or in part, (i) the design, acquisition, construction, installation and equipping of a new replacement public opportunity school, including the acquisition of necessary land, easements and rights-of-way, (ii) site development, (iii) any and all related utilities relocation and (iv) various real and/or personal property improvements related to any of the foregoing (collectively, the "Opportunity School Project").

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

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and the maximum principal amount of debt to be incurred with respect to the Fred L. Wilson Elementary School Project is expected to be \$12,000,000.

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

2. This resolution shall take effect immediately.

Chairman Stephen M. Morris introduced the following resolution, and its title was read:

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

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

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

(a) On February 5, 2024, the Board adopted a prior resolution declaring official intent to reimburse expenditures with proceeds of debt (the “Prior Resolution”) for the Opportunity School Project, as described in the Prior Resolution, a copy of which is attached hereto as Exhibit A.

(b) At the time of adoption of the Prior Resolution, the Board reasonably expected that the maximum principal amount of debt to be incurred with respect to the Opportunity School Project would be \$7,000,000.

(c) As of the date of this supplemental resolution, the Board now reasonably expects that the maximum principal amount of debt to be incurred with respect to the Opportunity School Project instead will be \$9,535,000, and desires to amend the maximum principal amount of debt stated in the Prior Resolution to reflect the same.

(d) The maximum principal amount of debt to be incurred for the Opportunity School Project that was set forth in the Prior Resolution is hereby amended to be \$9,535,000.

(e) Except as supplemented hereby, the Prior Resolution adopted on February 5, 2024, shall remain in full force and effect.

Section 2. This resolution shall take effect immediately.

## EXHIBIT A

### Copy of Prior Resolution

Chairman Stephen M. Morris introduced the following resolution and its title was read:

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

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

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

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

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") associated with financing, in whole or in part, (i) the design, acquisition, construction, installation and equipping of a new replacement public opportunity school, including the acquisition of necessary land, easements and rights-of-way, (ii) site development, (iii) any and all related utilities relocation and (iv) various real and/or personal property improvements related to any of the foregoing (collectively, the "Opportunity School Project").

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

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and the maximum principal amount of debt to be incurred with respect to the Opportunity School Project is expected to be \$7,000,000.

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

2. This resolution shall take effect immediately.

Site ----->PLC Campus			Middle School		Opportunity School Project	
Square Foot Program			Capacity	1,200	Capacity	150
Cost / SF Budget			Growth seats	1,200	Growth seats	-
			Open	August 2022	Open	8/1/2026
Budget Timeframe	Year	Item	Funded	Amount	Funded	Amount
FY 21-22 Total				4,682,500		\$ -
January - June	2022	Land				\$ -
FY 23-24 Total				45,610,000		\$ -
January - June	2024	Land				\$ -
January - June	2024	Site Development				\$ -
January - June	2024	Architect		537,500		\$ 585,000.00
January - June	2024	Engineering				\$ 30,000.00
January - June	2024	Pre-Construction				\$ 75,000.00
January - June	2024	Administrative Fees				\$ 5,000.00
FY 24-25 Total				3,663,500		\$ 695,000.00
July - December	2024	Construction				\$ 8,250,000.00
July - December	2024	Construction Owner				
July - December	2024	Road Construction				\$ -
January - June	2025	Construction Owner				\$ 35,000.00
January - June	2025	Road Construction				
January - June	2025	Technology Infrastructure				\$ 210,000.00
January - June	2025	Contingency				\$ 100,000.00
FY 25-26 Total				-		\$ 8,595,000.00
July - December	2025	FF&E				\$ 195,000.00
July - December	2025	Technology				
July - December	2025	Start Up				\$ 50,000.00
FY 25 -26 Total				-		\$ 245,000.00
January - June	2026	OPEN				
FY 25 -26 Total				-		\$ -
Total By Project				53,956,000		\$ 9,535,000.00

## Budget Revision/Amendment Request

Date:  Amount:

Dept. Head:  Department:

Internal Transfer Within Department

Transfer Between Departments/Funds

**Supplemental Request**  
TRUE

To Budget for increase in Cabarrus County School's Opportunity School Project construction costs and fund due diligence, design fees and construction preparation for two elementary schools. Also, an increase in the construction costs of the addition and renovations at Kannapolis City School's Fred L. Wilson Elementary School.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
390	6	7230-6927-FLW	Proceeds from 2024 Draw Program	12,000,000	2,000,000		14,000,000
390	9	7230-9820-FLW	Construction	12,000,000	2,000,000		14,000,000
			<b>Budget for Fred L. Wilson Elementary School</b>				
390	6	7210-6927-OPPOR	Proceeds from 2024 Draw Program	7,000,000	2,535,000		9,535,000
390	9	7210-9820-OPPOR	Construction	7,000,000	2,535,000		9,535,000
			<b>Budget for Opportunity School</b>				
390	6	7210-6932-COLWB	Contribution from Community Investment Fund	-	1,500,000		1,500,000
390	9	7210-9607-COLWB	Design / Engineering	-	1,500,000		1,500,000
100	6	0000-6901	Fund Balance	12,944,832	1,500,000		14,444,832
100	9	0000-9708	Contribution to Schools Cap Project Fund	23,652,926	1,500,000		25,152,926
			<b>Budget for Coltrane Webb STEM Elementary School</b>				
390	6	7210-6927-NEWES	Contribution from Community Investment Fund	-	1,500,000		1,500,000
390	9	7210-9820-NEWES	Design / Engineering	-	1,500,000		1,500,000
100	6	0000-6901	Fund Balance	14,444,832	1,500,000		15,944,832
100	9	0000-9708	Contribution to Schools Cap Project Fund	25,152,926	1,500,000		26,652,926
			<b>Budget for Elementary School in southern portion (Harrisburg) or northwest portion of the County</b>				

Budget Officer

County Manager

Board of Commissioners

Approved  
 Denied

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Approved  
 Denied

---

Approved  
 Denied

---

Signature

Signature

Date

Date

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	\$ 50,680,342
Contribution from Capital Projects Fund	9,383,614
Debt Proceeds 2020 Draw Note	45,227,096
Debt Proceeds 2022 Draw Note	57,105,056
Debt Proceeds 2024 Draw Note	76,001,750
Contribution from Capital Reserve Fund	693,429
Contribution from Convention & Visitors Bureau	1,550,000
NC Department of Transportation	1,950,000
 <b>TOTAL REVENUES</b>	 <b>\$242,591,287</b>

- C. The following appropriations are made as listed.

CCS Mobile Unit Renovation	\$ 3,300,000
R. Brown McAllister Replacement	48,326,750
Roberta Road Middle School	56,604,300
CCS New High School	9,508,821
CCS Southeast High School – Land purchase	1,816,320
Contribution to Capital Reserve	5,001,114
Early College Mobile Units	2,536,331
Mondo Track – JM Robinson High School	1,550,000
Deferred Maintenance Cabarrus County Schools	24,864,617
Deferred Maintenance Kannapolis City School	5,640,034
Deferred Maintenance Rowan Cabarrus Community College	2,652,500
Central Cabarrus Track	1,155,000
Hickory Ridge Football Field and Track	1,925,000
Tennis Courts – Cox Mill, Central Cabarrus, Northwest	1,495,000
Mary Frances Wall Renovations	11,000,000
Weddington Hills Elementary School HVAC	7,000,000
Concord High School HVAC	9,000,000
Opportunity School	9,535,000
Hickory Ridge High School Roof	2,550,000
Cox Mill Elementary School Roof	2,500,000
Wolf Meadow Elementary School Roof	2,000,000
Fred L. Wilson Elementary School Addition	14,000,000

Forest Park Elementary School HVAC	7,000,000
RCCC South Campus HVAC	6,150,500
Cabarrus Health Science Institution	2,000,000
Shady Brook Elementary School Chiller	450,000
Consulting – Project Process Review	30,000
Coltrane Webb STEM Elementary School	1,500,000
New Elementary School – Northwest or Southwest	1,500,000

**TOTAL EXPENDITURES** **\$240,591,287**

**GRAND TOTAL – REVENUES** **\$242,591,287**  
**GRAND TOTAL – EXPENDITURES** **\$242,591,287**

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 20<sup>th</sup> Day of May 2024.

CABARRUS COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

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

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

DHS - Transportation 5310 Elderly and Handicapped Grant

**BRIEF SUMMARY:**

The goal of the Federal Transit Administration (FTA) Section 5310 program is to improve mobility for older adults and people with disabilities.

**REQUESTED ACTION:**

Motion to approve the 5310 Elderly and Handicapped Grant from the City of Concord.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Charles Ratliff, Operations and Training Supervisor

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- Program Management Plan
- 5310 Funding Application

# **Enhanced Mobility of Seniors and Individuals with Disabilities**

FTA Section 5310 Funds

**PROGRAM MANAGEMENT PLAN (PMP)**



Prepared By

**THE CITY OF CONCORD**  
Concord, NC Urbanized Area  
Designated Recipient

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## I. Program Management Plan Overview

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### A. Introduction

To meet the public transportation needs of a rapidly growing region and to address years of suburban sprawl and rising traffic congestion throughout the area, the City of Concord and the City of Kannapolis of Cabarrus County entered into an historic agreement in June 2003 to establish the first Fixed Route public transit service in Cabarrus County – Concord Kannapolis Area Transit (Rider). Part of the creation of Rider Transit was the establishment of a Designated Recipient for FTA funds in the Concord, NC Urbanized Area.

The City of Concord has been authorized as the designated recipient for Federal Transit Administration funding to the Concord UZA, a region which is contained within the Cabarrus Rowan Metropolitan Planning Organization (CRMPO) planning boundary. This includes funding under Chapter 49 U.S.C. Section 5310 which is the Enhanced Mobility of Seniors and Individuals with Disabilities program.

Together, Rider Transit, Cabarrus County Transit Services, Salisbury Transit and Rowan County Transit Service, and Charlotte Area Transit Service currently provides fixed-route transit service, paratransit services, vanpools and other public transportation programs throughout the region. In 2012, following publication of the 2010 census, the Cabarrus Rowan MPO was designated a Transportation Management Area (TMA) having exceeded the required 200,000 population threshold required for the designation. The TMA designation included an annual formula funding allocation for an Elderly and Disabled Transportation program under Moving Ahead for Progress in the 21st Century (MAP-21).

On July 6, 2012, President Obama signed into law *Moving Ahead for Progress in the 21st Century* (MAP-21) which went into effect on October 1, 2012. The legislation involved major changes to how the FTA and the states administer funding for elderly and disabled public transportation programs. Modifications included a repeal of the Section 5316 (JARC - Job Access and Reverse Commute) and Section 5317 (New Freedom) programs along with the establishment of an enhanced Section 5310 program that serves as a single formula program to support mobility of seniors and persons with disabilities. The New Freedom program elements were merged into the new enhanced Section 5310 program. On June 06, 2014 FTA issued C 9070.1G to offer guidance on the administration of the transit program for seniors and persons with disabilities under 49 U.S.C. §5310.

On March 5th, 2014, the state of North Carolina designated the City of Concord as “the designated recipient of the Persons with Disabilities Funding Program (Section 5310)”

([Appendix A](#)), consistent with the provisions of *Moving Ahead for Progress in the 21<sup>st</sup> Century* (MAP-21). The § 5310 designation requires development of this document, a Program Management Plan (PMP). The program (49 U.S.C. § 5310) provides formula funding to TMA's for the purpose of assisting private nonprofit groups in meeting the transportation needs of the elderly and persons with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs. Funds are apportioned to TMA's based on statutorily defined formulas. Section 5310 funding is distributed and managed by the Federal Transit Administration.

## **B. Goals and Objectives**

The goal of the FTA Section 5310 program is to improve mobility for older adults and people with disabilities throughout the Concord Urbanized Area and to enhance coordination of federally assisted programs and services in order to encourage the most efficient use of federal resources and achieve the national goal of improved mobility of elderly persons and persons with disabilities. Under the 5310 program, the area transit is encouraged to coordinate transportation services with agencies that provide transportation services to the general public within the service area/network. As part of this process, the following objectives will be completed:

- Ensure the plan meets MAP-21 requirements and meets the intent of the Section 5310 funding program.
- Establish a framework by which proposed projects requesting Section 5310 funding can be solicited and selected through a fair and equitable process.
- Identify, contact and inform public agencies, community organizations and non-profit and eligible private for profit organizations providing service for seniors and persons with disabilities, as to the availability of 5310 program grant funds;
- Establish, promote and outline a process for soliciting and evaluating 5310 program funding proposals;
- Assure that proposals selected for funding are responsive to one or more of the needs identified in the locally adopted Coordinated Transportation Plan;
- Establish the requirements for the selected projects to enter into grant agreements; and,
- Summarize the requirements for managing and reporting the progress for implementing the funded projects.

The PMP is intended to facilitate FTA oversight by documenting the City's policies and procedures for administering the Section 5310 program. This document includes the City's objectives, policies, procedures, and administrative requirements, in a form that is readily

accessible to potential subrecipients, FTA, and the public. The PMP's primary purposes are to serve as the basis for FTA management review of the program and to provide public information on the approved and compliant administrative processes to program administration. The City will utilize the PMP as a guide for local project applicants.

Federal financial assistance under the Section 5310 program is limited to participation in the cost of capital equipment (rolling stock), cost for purchase of transportation service contract(s), mobility management, and administrative costs to administer the program as further identified in this Program Management Plan (PMP). Funds can be used for the purchase of vehicles and related capital equipment.

The City of Concord will be responsible for filing grant applications under the §5310 program and to ensure that local applicants and project activities are eligible and compliant with Federal requirements. Private nonprofit transportation providers will be required to have an opportunity to participate as feasible, and the program will provide for coordination of federally assisted transportation services assisted by other Federal sources. Section 5310 funding will be allocated by the City of Concord in compliance with this Program Management Plan and the Local Coordinated Plan (LCP) which is more project specific than the PMP.

Special efforts shall be made in the planning and design of transportation facilities and services to assure elderly persons and persons with disabilities are afforded the availability of transportation which they can effectively utilize. Section 5310 funds shall provide for the special needs of elderly persons and persons with disabilities for which transportation services are unavailable, insufficient, or inappropriate.

This program management plan is a living document. It will be updated, as needed, to incorporate any expansions and enhancements of the 5310 program, as well as any revisions to the programs' management, requirements, or guidelines.

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## II. Coordinating and Related Plans

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### A. Coordination

Section 5310 funding must be implemented effectively and efficiently. One way to provide quality service under these constraints is to coordinate agencies and projects. To exhibit coordination of services, potential applicants should identify any inter-agency and/or service coordination efforts or financial partnerships as part of the application and competitive selection process. The City of Concord will coordinate the planning and implementation of the grant program with a 5310 Grant Program Committee. Likewise, services related to this program will be coordinated with both public and private providers including taxicabs, retirement communities, Meal-on-Wheels, and other community transportation services; public providers such as Cabarrus Rowan MPO, Rider Transit, CCTS, Salisbury Transit, RTS and human service agencies.

### B. Transportation Improvement Program (TIP)

Projects awarded the 5310 program funding must be reflected in the Cabarrus Rowan Metropolitan Planning Organization's (CRMPO) Metropolitan Transportation Program (TIP). The TIP is a program of projects receiving federal transportation funding in the metropolitan area. The project may be included in the TIP under a generalized or more detailed project description.

### C. 5310 Program Management Plan Development

Developing the 5310 Program Management Plan included outreach and coordination with diverse stakeholders. The coordination included meetings with stakeholders, grant application workshops, and email announcement seeking input on the draft Program Management Plan and advertising the Call for Projects.

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## **III. Section 5310 Program Performance Measures**

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The City of Concord will be capturing overall program measures to report to FTA to be used with the Government Performance Results Act (GPRA) and the Performance Assessment Rating Tool process for the Office of Management and Budget (OMB). The following indicators are targeted to capture overarching program information as part of the annual report that the Authority submits to FTA. Until new measures are established, FTA intends to continue to use the following indicators. The Authority is required to submit both quantitative and qualitative information available on each of the following measures with its milestone progress reports.

### **A. Traditional Section 5310 Projects**

- Gaps in Service Filled: Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities, measured in numbers of seniors and individuals with disabilities afforded mobility they would not have without program support as a result of traditional Section 5310 projects implemented in the current reporting year.
- Ridership: Actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities on Section 5310 supported vehicles and services as a result of traditional Section 5310 projects implemented in the current reporting year.

### **B. Other Section 5310 Projects**

- Increases or enhancements related to geographic coverage, service quality, and/or service times that impact availability of transportation services for seniors and individuals with disabilities as a result of other Section 5310 projects implemented in the current reporting year.
- Additions or changes to physical infrastructure (e.g., transportation facilities, sidewalks, etc.), technology, and vehicles that impact availability of transportation services for seniors and individuals with disabilities as a result of other Section 5310 projects implemented in the current reporting year.

- Actual or estimated number of rides (as measured by one-way trips) provided for seniors and individuals with disabilities as a result of other Section 5310 projects implemented in the current reporting year.

The designated recipient should ensure that the above information is reported for all recipients and subrecipients of Section 5310 funding in projects selected by the designated recipient. Subrecipients will be required to report these performance measures on a quarterly basis and on an annual basis as required by The City of Concord and the FTA. The designated recipient may consolidate information for all projects in an annual report for any open Section 5310 grant awarded to the designated recipient.

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## **IV. Annual Program of Projects Development and Approval Process**

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The City of Concord will adhere to the schedule below in developing a Program of Projects for the 5310 program.

Action	Tasks
Advertise 5310 Program Funding Availability	Notify public and private transportation providers, non-profit groups and other relevant stakeholders of funding availability
Call for Projects	The City of Concord will accept applications within a four (4) week application window.
Review Applications	The City of Concord will forward eligible applications to the Grant Review Committee. The review team will score applications according to the selection criteria noted in the Program Management Plan
Develop Program of Projects	The City of Concord will submit the Program of Projects to FTA

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## V. Eligible Subrecipients

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Under the federal guidelines, eligible subrecipients under Section 5310 include:

- State and Local Government Agencies
- Public and Private Transportation Providers
- Social Service Agencies
- Non-profit Organizations

To be eligible for funding from the 5310 program, proposed projects must be located within the Concord, NC Urbanized Area. Only transportation-related programs that fall within the Concord UZA area qualify for funding.

### **A. Private Non-Profit Organization**

A non-profit organization is a corporation or association determined by the Secretary of the Treasury to be an organization described by 26 U.S.C. 501 (c) which is exempt from taxation under 26 U.S.C. 501 (a) or one which has been determined under State law to be non-profit and for which the designated State agency or urbanized area designated recipient has received documentation certifying the status of the non-profit organization.

Applicants qualifying as a non-profit organization must provide current verification of the applicant's incorporation number and current legal standing as a private non-profit from the state of North Carolina or show proof that they are a cooperation or association determined by the U.S. Treasury to be tax-exempt under 26 U.S.C. 501 (c).

### **B. Governmental Authority**

A Governmental Authority subrecipient may be of two types:

- 1.) Is approved by the state to coordinate services for elderly individuals and individuals with disabilities; or
- 2.) Certifies that no non-profit corporations or associations are readily available in an area to provide the services.

## **C. Private Taxi Operators as Subrecipients**

Private operators of public transportation are eligible subrecipients. The definition of “public transportation” includes “...shared-ride surface transportation services...” Private taxi companies that provide shared-ride taxi service to the general public on a regular basis are operators of public transportation, and therefore eligible subrecipients. “Shared-ride” means two or more passengers in the same vehicle who are otherwise not traveling together. Similar to general public and ADA demand response service, every trip does not have to be shared-ride operator, but the general nature of the service must include shared rides.

Local (municipal/state) statutes or regulations, or company policy, will generally determine whether a taxi company provides shared-ride or exclusive-ride service. Taxi companies that provide only exclusive-ride service are not eligible subrecipients; however, they may participate in the Section 5310 program as contractors. Exclusive-ride taxi companies may receive Section 5310 funds to purchase accessible taxis under contract with a state, designated recipient, or eligible subrecipient such as a local government or non-profit organization. The taxi company may hold title to the accessible vehicle(s) as long as the agreement between the state, designated recipient, or subrecipient and the taxi company is sufficient to establish satisfactory continuing control. Acceptable means of establishing satisfactory continuing control could include a state, designated recipient, or subrecipient’s lien on the vehicle, or contract provisions that require the accessible taxi to be used to provide transportation for seniors and people with disabilities, and that the vehicle may not be removed from service or disposed of prior to the end of its useful life without the express written consent of the FTA recipient or subrecipient.

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## VI. Subrecipient Monitoring and Oversight

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The purpose of this section is to assist The City of Concord and its subrecipients in maintaining compliance for federally funded projects, and understanding the requirements and responsibilities of being a Direct Recipient, Subrecipient, Third Party Contractor, or Lessee receiving funds through federally funded projects.

Any grantee under FTA programs is required to comply with all applicable Federal civil rights statutes and with the implementing regulations for the statutes. FTA implements the Civil Rights Act of 1964 by prohibiting discrimination under projects, programs, or activities receiving financial assistance because of race, color, creed, national origin, sex, or age. The laws include: Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Disadvantaged Business Enterprise and Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA).

The requirements for Civil Rights compliance are extended to subrecipients. Subrecipient's assurances under the Title VI and the other civil rights requirements are included in the application for assistance, in the required Annual Certifications and Assurances and in the contract with The City of Concord. Subrecipient grantees are also required to identify any lawsuits or complaints alleging discrimination in services filed with the grantee. Civil rights monitoring will concentrate on how the grantee is providing service. Title VI also assures that funds are passed through to subrecipients and their project without regard to race, color, or national origin.

### A. Definitions

1. Direct Recipient

The term Direct Recipient refers to a public entity legally eligible under federal transit law to apply for and receive grants directly from the Federal Transit Administration (FTA).

2. Subrecipient

The term Subrecipient refers to an entity that receives federal assistance awarded through an FTA Direct Recipient rather than by FTA directly. The term also includes "subgrantee," but does not include "third party contractor."

### 3. Third Party Contractor/Lessee

The term Third Party Contractor/Lessee refers to any entity that is awarded a contract, purchase order, or lease agreement from the Direct Recipient or Subrecipient financed in whole or in part with federal assistance awarded by FTA.

## **B. Application and Award Process**

Both the direct recipient and all subrecipients are required to follow all federal requirements when using funds from federal grants. When subrecipients are involved, the FTA requires the direct recipient monitor the project to ensure the use of federal funding by the subrecipient adheres to all federal rules and regulations.

## **C. Budget Authorization**

Prior to any applications for a request to receive and use federal funds, the project needs to demonstrate that it meets all local, state and FTA requirements and this it is eligible to receive federal funds. At this time, all matching funds must be identified and approved. Local match funding requirements and percentages can vary. Any match-funding source outside the standards established by FTA must receive written approval from FTA to be used. Match funding should adhere to the following:

- Must be from an eligible funding source under FTA guidelines;
- Must be available at the time of the grant award;
- Match funding must be spent to qualify as a match;
- No federal funds may be drawn without authorization and availability of a sufficient match funding source;
- Subrecipients must certify the use of local match with the submission of each invoice;
- Subrecipients are required to provide quarterly reports that account for the use of local funds as match.

## **D. Grant Application Process**

During the application process subrecipients shall submit the following:

1. Complete forms for project description/detail and budget and timeline/milestones.
2. FTA Certifications and Assurances, which should be completed annually for each new federal fiscal year, beginning October 1.

3. Proof of acceptable A-133 audit if more than \$500,000 of federal funds are received on an annual basis (includes all federal sources).
4. Construction projects/environmental requirements (e.g., Categorical Exclusions, State Historic Preservation Office, etc.).
5. List of any revenue vehicles and/or changes to existing fleet plan.

## **E. Grant Award**

1. Once a federal grant is awarded, the direct recipient shall identify a project manager responsible for grant administration and oversight. Subrecipients also shall establish a project manager responsible for grant administration and oversight. The project manager for the City of Concord shall work closely with the subrecipient project manager to monitor all grant activity. The project manager will serve as the main point of contact with the FTA.
2. Upon execution of the federal grant, a Subrecipient Grant Agreement (SGA) shall be created and signed by all applicable parties. The subrecipient shall complete the FTA's Annual Certifications and Assurances, provide a copy of an acceptable A-133 audit (if it has received over \$500,000 of federal funding from all sources) or audited financial statements (if the \$500,000 threshold has not been met), and provide copies of other documents as the City of Concord and/or FTA requires. The SGA shall specify all applicable federal requirements including, but not limited to:
  - a. Procurement;
  - b. Disadvantaged Business Enterprise (DBE);
  - c. Program-specific concerns;
  - d. Prior approvals;
  - e. Reporting requirements;
  - f. Invoicing;
  - g. Allowable activities per the work scope;
  - h. Allowable costs for the work scope per the approved budget.
3. The subrecipient is responsible for adhering to the work scope and budget as approved by FTA and as outlined in the SGA. Prior approvals are required for some activities even if they are included in the work scope and budget. In order to receive full reimbursement of eligible expenses, Subrecipient Project Managers should read thoroughly the SGA and any appendices to make sure all federal regulations are being adhered to.

4. All changes to the work scope require prior written approval from the City of Concord Project Manager. Requests for reimbursement may begin as soon as the SGA is executed. Invoices must be for the net expenses (i.e., total expense less match) actually incurred in direct support of the project. No advances or expenditures prior to the execution of the SGA are allowed.
5. The Subrecipient must certify the use of local match with each invoice submitted. A financial report that includes a completely documented accounting of the use of local funds as match is required each quarter based on the federal fiscal year.

## **F. Subrecipient Monitoring**

1. Quarterly monitoring of subrecipients shall be conducted to ensure that all federal guidelines are being adhered to when using federal funds. A project progress report is required along with a detailed accounting of the expenditure of the local match.
2. In addition to State or Federal program specific monitoring requirements, all monitoring activities should address the following areas:
  - a. All applicable requirements of Title VI of the *Civil Rights Act of 1964*, as defined in the current Title VI Compliance Commission Advisory Memorandum.
  - b. The applicable core monitoring areas, as defined by OMB Circular No. A-133 Compliance Supplement. Currently, the core monitoring areas include but are not limited to:
    - i. Activities allowed or not allowed;
    - ii. Allowable costs/cost principles;
    - iii. Cash management;
    - iv. Davis-Bacon Act; eligibility
    - v. Equipment and real property management;
    - vi. Period of availability of funds;
    - vii. Procurement, suspension and debarment;
    - viii. Program Income;
    - ix. Buy America Requirements;
    - x. Equal Employment Opportunity (EEO);
    - xi. Disclosure form to Report Lobbying;
    - xii. Real property acquisition and relocation assistance;
    - xiii. Reporting and special tests and provisions.

3. At least annually, the City of Concord will collect updated information and documentation on subrecipients' financial processes and controls, through either the A-133 or an annual financial statement when the subrecipient is excluded from the A-133 audit requirements. In addition, the City of Concord may perform desk audits of a sample of sub-invoices, site visits to review processes, systems and controls, or other procedures as deemed appropriate.
  - a. If it has been determined that there has been an unfavorable audit report from a subrecipient, the appropriate City of Concord Project Manager will complete the Audit Findings Review Checklist (Appendix D) to confirm that the subrecipient has provided sufficient documentation, a request will be made to the subrecipient to provide additional documentation.
  - b. Examples of Corrective Action that can be taken as a result of unfavorable audit reports include but may not be limited to the following:
    - i. Corrective Action Plan;
    - ii. Discuss need for special monitoring with Program personnel;
    - iii. Ask for extra contact between Program leads;
    - iv. Ask for more frequent technical reporting;
    - v. Add more detailed or frequent invoicing requirements;
    - vi. Add requirement for expenditure backup materials;
    - vii. Tie receipt of technical progress reports or other deliverables to payments;
    - viii. Require on-site monitoring (technical and financial);
    - ix. Add more stringent termination or stop-work language for failure to comply with requirements.

## **VII. Eligible Projects**

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Section 5310 funds are available for capital and operating expenses to support the provision of transportation services to meet the specific needs of seniors and individuals with disabilities. All projects must either be situated in the Concord Urbanized Area or may also originate in a rural area but have a final destination located in the urbanized area to qualify for Section 5310 Urbanized Area funds.

This means that at least 55 percent of any rural, small urbanized area, or large urbanized area's annual apportionment must be utilized for public transportation capital projects that are planned, designed, and carried out to meet the specific needs of seniors and individuals with disabilities. It is not sufficient that seniors and individuals with disabilities are merely included (or assumed to be included) among the people who will benefit from the project.

Eligible projects for the required 55 percent of capital projects include the capital cost of contracting for the provision of transit services for seniors and individuals with disabilities and other specialized shared-ride transportation services. The purchase of rolling stock for or the acquisition of ADA complementary para transit service are eligible capital expenses that may also qualify as public transportation capital projects planned, designed, and carried out to meet the specific needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate, provided the projects are carried out by eligible subrecipients (see section V, above) and these projects are included in the area's coordinated plan.

In addition to the above required capital projects, up to 45 percent of an area's apportionment may be utilized for additional public transportation projects that:

- a. Exceed the ADA minimum requirements,
- b. Improve access to fixed-route service and decrease reliance on individuals with disabilities on ADA complementary paratransit service , or
- c. Provide alternatives to public transportation that assist seniors and individuals with disabilities with transportation.

Such projects must be targeted toward meeting the transportation needs of seniors and individuals with disabilities, although they may be used by the general public. It is not sufficient that seniors and individuals with disabilities are included (or assumed to be included) among the people who will benefit from the project. FTA encourages projects that are open to the public as a means of avoiding unnecessary segregation of services.

Recipients must clearly identify the projects that are part of the required 55 percent capital projects as part of the grant activity line item narrative descriptions. Many projects may be eligible under both the required and optional criteria, but a discrete set of projects that meet

the required criteria constituting at least 55 percent of the grant amount, exclusive of administrative expenses, must be identified. Alternatively, the grant application may assign less than the required 55 percent to such projects if other grants in the same fiscal year utilize more than the required 55 percent, so long as at least 55 percent of the total annual apportionment will be used for required projects. In such cases, a list of the other grants and the funding amounts must be included within the new grant application.

## **A. Traditional Capital Expenses**

Funds for the Section 5310 program are available for capital expenses as defined in Section 5302(3) to support public transportation capital projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate. Examples of capital expenses that meet the 55 percent requirement, which must be carried out by an eligible recipient or subrecipient as described in section V of this chapter, above, include but are not limited to:

1. Rolling stock and related activities for Section 5310 – funded vehicles
  - a. Acquisition of expansion or replacement buses or vans, and related procurement, testing, inspection, and acceptance costs;
  - b. Vehicle rehabilitation; or overhaul;
  - c. Preventive maintenance;
  - d. Radios and communication equipment; and;
  - e. Vehicle wheelchair lifts, ramps, and securement devices.
2. Passenger facilities related to Section 5310 – funded vehicles
  - a. Purchase and installation of benches, shelters and other passenger amenities.
3. Support facilities and equipment for Section 5310 – funded vehicles
  - a. Extended warranties that do not exceed industry standard;
  - b. Computer hardware and software
  - c. Transit-related intelligent transportation systems (ITS)
  - d. Dispatch systems; and
  - e. Fare collection systems.
4. Lease of equipment when lease is more cost effective than purchase. Note that when lease of equipment or facilities is treated as a capital expense, the recipient must establish criteria for determining cost effectiveness in accordance with FTA

regulation, "Capital Leases," 49 CFR Part 639 and OMB Circular A-94, which provides the necessary discount factors and formulas for applying the same;

5. Acquisition of transportation services under a contract, lease, or other arrangement. This may include acquisition of ADA-Complementary paratransit services when provided by an eligible recipient or subrecipient as defined in section 5 of this chapter above. Both capital and operating costs associated with contracted service are eligible capital expenses. User-side subsidies are considered one form of eligible arrangement. Funds may be requested for contracted services covering a time period of more than one year. The capital eligibility of acquisition of services as authorized in 49 U.S.C. 5310(b)(4) is limited to the Section 5310 program;
6. Support for mobility management and coordination programs among public transportation providers and other human service agencies providing transportation. Mobility management is an eligible capital cost. Mobility management techniques may enhance transportation access for populations beyond those served by one agency or organization within a community. For example, a nonprofit agency could receive Section 5310 funding to support the administrative costs of sharing services it provides to its own clientele with other seniors and/or individuals with disabilities and coordinate usage of vehicles with other nonprofits, but not operating costs of service. Mobility management is intended to build coordination among existing public transportation providers and other transportation service providers with the result of expanding the availability of service. Mobility management activities may include:
  - a. The promotion, enhancement, and facilitation of access to transportation services, including the integration and coordination of services for individuals with disabilities, seniors, and low-income individuals;
  - b. Support for short-term management activities to plan and implement coordinated services;
  - c. The support of state and local coordination policy bodies and councils;
  - d. The operation of transportation brokerages to coordinate providers, funding agencies, and passengers;
  - e. The provision of coordination services, including employer-oriented transportation management organizations' and human service organizations' customer-oriented travel navigator systems and neighborhood travel coordination activities such as coordinating individualized travel training and trip planning activities for customers;
  - f. The development and operation of one-stop transportation traveler call centers to coordinate transportation information on all travel modes and to

manage eligibility requirements and arrangements for customers among supporting programs; and

- g. Operational planning for the acquisition of intelligent transportation technologies to help plan and operate coordinated systems inclusive of geographic information systems (GIS) mapping, global positioning system technology, coordinated vehicle scheduling, dispatching and monitoring technologies, as well as technologies to track costs and billing in a coordinating system, and single smart customer payment systems. (Acquisition of technology is also eligible as a standalone capital expense).
7. Capital activities (e.g., acquisition of rolling stock and related activities, acquisition of services, etc.) to support ADA-complementary paratransit service may qualify toward the 55 percent requirement, so long as the service is provided by an eligible recipient/subrecipient as defined in section V., above, and is included in the coordinated plan.

Section 5310 (b) provides that of the amounts apportioned to states and designated recipients, not less than 55 percent shall be available for traditional Section 5310 projects—those public transportation capital projects planned, designed, and carried out to meet the specific needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate. Notably, this 55 percent is a floor, not a ceiling—recipients may use more than 55 percent of their apportionment for the types of projects listed above. For example, mobility management and ITS projects may be eligible under both categories; the difference to note, in order for the project to qualify toward the 55 percent requirement, is that the project must meet the definition of a capital project, be specifically geared toward the target population, and carried out by an eligible subrecipient, which is limited for this category of projects. The list of eligible activities is intended to be illustrative, not exhaustive. FTA encourages recipients to develop innovative solutions to meet the needs of seniors and individuals with disabilities in their communities and discuss proposed projects with FTA regional staff to confirm eligibility.

## **B. Other Eligible Capital and Operating Expenses**

Up to 45 percent of 5310 funds may be used for operating expenses that provide transportation services that exceed the requirements of the ADA or improve access to fixed route services and decrease reliance by individuals with disabilities on ADA complementary transit service.

1. Public transportation projects (capital only) planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable;

2. Public transportation projects (capital and operating) that exceed the requirements of ADA;
3. Public transportation projects (capital and operating) that improve access to fixed route service and decrease reliance by individuals with disabilities on ADA complementary paratransit service; or;
4. Alternatives to public transportation (capital and operating) that assist seniors and individuals with disabilities with transportation.

## **C. Projects that Exceed the Requirements of ADA**

The following activities are examples of eligible projects meeting the definition of public transportation service that is beyond the ADA requirements.

1. Enhancing paratransit beyond minimum requirements of the ADA. ADA complementary paratransit services can be eligible under the Section 5310 program in several ways:
  - a. Expansion of paratransit service parameters beyond the three-fourths mile required by the ADA;
  - b. Expansion of current hours of operation for ADA paratransit services that are beyond those provided on the fixed-route services;
  - c. The incremental cost (if any) of making door-to-door service available to all eligible ADA paratransit riders, but not on a case-by-case basis for individual riders in an otherwise curb-to-curb system;
  - d. Enhancement of the level of service by providing escorts or assisting riders through the door of their destination;
  - e. Acquisition of vehicles and equipment designed to accommodate mobility aids that exceed the dimensions and weight ratings established for wheelchairs under the ADA regulations, 49 CFR Part 38 (i.e., larger than 30"x 48" and/or weighing more than 600 pounds), and labor costs of aides to help drivers assist passengers with oversized wheelchairs. This would permit the acquisition of lifts with a larger capacity, as well as modifications to lifts with a 600-pound design load, and the acquisition of heavier duty vehicles for paratransit and/or demand-response service in order to accommodate lifts with a heavier design load; and
  - f. Installation of additional securement locations in public buses beyond what is required by the ADA.

2. Feeder Services. Accessible “feeder” service (transit service that provides access) to commuter rail, commuter bus, intercity rail, and intercity bus stations, for which complementary paratransit service is not required under the ADA.

## **D. Public Transportation Projects that Improve Accessibility**

The following activities are examples of eligible projects that improve accessibility to the fixed-route system.

1. Making accessibility improvements to transit and intermodal stations not designated as key stations. Improvements for accessibility at existing transportation facilities that are not designated as key stations established under 49 CFR 37.47, 37.51 or 37.53, and that are not required under 49 CFR 37.43 as part of an alteration or renovation to an existing station, so long as the projects are clearly intended to remove barriers that would otherwise have remained. Section 5310 funds are eligible to be used for accessibility enhancements that remove barriers to individuals with disabilities so they may access greater portions of public transportation systems, such as fixed-route bus service, commuter rail, light rail, and rapid rail. This may not include:
  - a. Building an accessible path to a bus stop that is currently inaccessible, including curb cuts, sidewalks, accessible pedestrian signals, or other accessible features;
  - b. Adding an elevator or ramps, detectable warnings, or other accessibility improvements to a non-key station that are not otherwise required under the ADA;
  - c. Improving signage or wayfinding technology ; or
  - d. Implementation of other technology improvements that enhance accessibility for people with disabilities including ITS.
  - e. Travel training. Training programs for individual users on awareness, knowledge, and skills of public and alternative transportation options available in their communities. This includes travel instruction and travel training services.

## **E. Public Transportation Projects that Assist Seniors and Individuals with Disabilities with Transportation**

The following activities are examples of projects that are eligible public transportation alternatives:

1. Purchasing vehicles to support accessible taxi, ride-sharing, and/or vanpooling programs. Section 5310 funds can be used to purchase and operate accessible vehicles for use in taxi, ride-sharing, and/or vanpool programs provided that the vehicle meets the same requirements for lifts, ramps, and securement systems specified in 49 CFR part 38, subpart B, at a minimum, and permits a passenger whose wheelchair can be accommodated pursuant to part 38 to remain in his/her personal mobility device inside the vehicle.
2. Supporting the administration and expenses related to voucher programs for transportation services offered by human service providers. This activity is intended to support and supplement existing transportation services by expanding the number of providers available or the number of passengers receiving transportation services. Vouchers can be used as an administrative mechanism for payment of alternative transportation services to supplement available public transportation. The Section 5310 program can provide vouchers to seniors and individuals with disabilities to purchase rides, including: (a) mileage reimbursement as part of a volunteer driver program; (b) a taxi trip, or (c) trips provided by a human service agency. Providers of transportation can then submit the voucher for reimbursement to the recipient for payment based on predetermined rates or contractual arrangements. Transit passes or vouchers for use on existing fixed-route or ADA complementary paratransit service are not eligible. Vouchers are an operational expense which requires a 50/50 (federal/local) match.
3. Supporting volunteer driver and aide programs. Volunteer driver programs are eligible and include support for costs associated with the administration, management of driver recruitment, safety, background checks, scheduling, coordination with passengers, other related support functions, mileage reimbursement, and insurance associated with volunteer driver programs are also eligible. FTA encourages communities to offer consideration for utilizing all available funding resources as an integrated part of the design and delivery of any volunteer driver/aide program.

## **F. Administration, Planning and Technical Assistance**

Up to 10 percent of the recipient's total fiscal year apportionment may be used to fund program administration costs including administration, planning, and technical assistance

for projects funded under this program. Recipients may pass any portion of funds available for administrative expenses, up to the allowable 10 percent, on to subrecipients for the same purpose. Program administration costs may be funded at 100 percent federal share.

The state and the designated recipient in urbanized areas have pre-award authority to incur administrative costs for Section 5310. Because the program is continuously managed, oldest funds available are drawn first regardless of the year of award for program activity. FTA encourages recipients to identify all the available Section 5310 administrative funds they intend to use routinely in each annual grant application. However, recipients may choose to accumulate Section 5310 administrative funds within their period of availability to augment the funds available for a special administrative need in a subsequent year. Recipients may accumulate Section 5310 administrative funds in the year of apportionment plus two years.

If a recipient includes a program administration expenses in excess of the 10 percent in its grant application, it must document the unused Section 5310 administrative funds from prior years available to augment the amount of Section 5310 administrative funds in the current apportionment. The recipient must document the availability of Section 5310 administrative funds in each grant application. The grant application should include a list of all other grants for administrative expenses that utilize funds from the same apportionment. This list must include the total amount of administrative funds included in each grant and the fiscal year in which the funds were apportioned. The list should account for all funds for administrative expenses added through grant budget revisions or amendments. The list should include all other pending grant applications, budget revisions, or amendments that include administrative expenses that utilize funds from the same apportionment.

Allowable administrative costs may include, but are not limited to, general administrative and overhead costs, staff salaries, office supplies, and development of specifications for vehicles and equipment. Guidance on eligible costs is in Office of Management and Budget (OMB) Circular A-87 (codified at 2 CFR Part 225). The program administration budget line item may also include technical assistance and planning activities, including allocations to subrecipients to support the local coordinated planning process. Any general overhead costs must be supported by an indirect cost allocation plan that has been approved by FTA or another cognizant federal agency.

These eligible program administrative costs may be used directly by the designated recipient or may be passed through by the designated recipient to subrecipients for administration, planning, or technical assistance purposes. The funds can be obligated before the completion of the coordinated planning process and project selection process in order to assist with either activity.

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## **VIII. Local Share and Funding Requirements**

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### **A. Federal Share of Costs/Local Match**

Section 5310 funds may be used to finance capital and operating expenses. The federal share of eligible capital costs shall be in an amount equal to 80 percent of the net cost of the activity. The federal share of the eligible operating costs may not exceed 50 percent of the net operating costs of the activity. Recipients may use up to 10 percent of their apportionment to support program administrative costs including administration, planning, and technical assistance, which may be funded at 100 percent federal share.

The local share of eligible capital costs shall be not less than 20 percent of the net cost of the activity, and the local share for eligible operating costs shall be not less than 50 percent of the net operating costs. The local share may be provided from an undistributed cash surplus, a replacement or depreciation cash fund or reserve, a service agreement with a state or local service agency or private social services organization, or new capital. Some examples of these sources of local match include:

State or local appropriations; dedicated tax revenues; private donations; revenue from service contracts; transportation development credits, and net income generated from advertising and concessions. Non-cash share such as donations, volunteered services, or in-kind contributions is eligible to be counted toward the local match as long as the value of each is documented and supported, represents a cost which would otherwise be eligible under the program, and is included in the net project costs in the project budget.

Income from contracts to provide human service transportation may be used either to reduce the net project cost (treated as revenue) or to provide local match for Section 5310 operating assistance. In either case, the cost of providing the contract service is included in the total project cost. No FTA program funds can be used as a source of local match for other FTA programs, even when used to contract for service. All sources of local match must be identified and described in the grant applications at the time of grant award.

In addition, the local share may be derived from federal programs that are eligible to be expended for transportation, other than DOT programs, or from DOT's Federal Lands Highway program. Examples of types of programs that are potential sources of local match include employment, training, aging, medical, community services, and rehabilitation

services. Specific program information for other types of Federal funding is available at [www.unitedweride.gov](http://www.unitedweride.gov).

## **B. Exceptions to Local Match Requirements**

The federal share may exceed 80 percent for certain projects related to ADA and Clean Air Act (CAA) compliance as follows:

- (1.) Vehicles. The federal share is 85 percent for the acquisition of vehicles for purposes of complying with or maintaining compliance with ADA (42 U.S.C. 12101 et seq.) or the CAA. A revenue vehicle that complies with 49 CFR Part 38 may be funded at 85 percent federal share.
- (2.) Vehicle-Related Equipment and Facilities. The federal share for project costs for acquiring vehicle-related equipment or facilities (including clean-fuel or alternative-fuel vehicle-related equipment or facilities) for purposes of complying or maintaining compliance with the CAA, 42 U.S.C. 7401 et seq), or required by the ADA, is 90 percent. FTA considers vehicle-related equipment to be equipment on and attached to the vehicle.

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## IX. Selection Criteria

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FTA allows but does not require the use of selection criteria for awarding 5310 funding. Selection criteria were developed to guide application review and project selection. The following criteria were developed and are consistent with the Local Coordinated Plan and FTA's 5310 guidance and review of peer agency Program Management Plans.

### **A. Statement of Needs (20 Points)**

Project applications should clearly state the need for the project and demonstrate how the project is consistent with the objectives of the grant program. The project application should indicate how the project will enhance transportation for the urbanized area's elderly and disabled populations, as well as, the connection between the project and the Coordinated Plan should be clearly described in the application.

### **B. Project Planning and Implementation (20 Points)**

For all projects, applicants must provide a well-defined service operations plan and/or capital procurement plan, and describe the implementation steps and timelines for carrying out the plan. The applicant's plan should include coordination, eligibility determination, marketing and service delivery details.

### **C. Project Budget and Grants Management (15 Points)**

Applicants must submit a complete project budget, indicating anticipated project expenditures and revenues, including documentation of matching funds. The application should address long-term efforts and identify potential funding sources for sustaining the service beyond the grant period.

### **D. Program Effectiveness and Evaluation (20 Points)**

The project will be scored based on the applicant's identification of clear, measurable outcome based performance measures, including customer satisfaction, to track the

effectiveness of the service. The applicant should monitor and evaluate the service throughout the period of performance.

## **E. Organizational Preparedness and Technical Capacity (25 Points)**

Projects should be a good fit in the applicant's organization. The applicant must demonstrate that it has staff with the technical experience to manage or operate a transportation service, such as correct levels of insurance for operations. In addition, the applicant must show that they are prepared to monitor and provide safe services.

<b>Project Evaluation Criteria</b>	<b>Possible Points (100 Maximum)</b>
<b>1. Project Needs</b>	<b>20</b>
Is the project consistent with the 5310 grant program's objectives?	0 or 5
To what degree will the project increase or enhance the availability of transportation for the Concord Urbanized Area's elderly & disabled populations?	0 – 5
Does the project address a need identified in the Coordinated Plan?	0 or 5
Does the Project address a service that otherwise would not be available	0 or 5
<b>2. Project Planning and Implementation</b>	<b>20</b>
Does the project include coordination and/or partnerships with transportation providers or other relevant stakeholders?	0 or 5
Is the project timeline realistic?	0 or 5
To what extent does the applicant include plans to market to the target group and promote public awareness of their project?	0 – 5
Is there evidence the applicant has done all necessary planning and is ready to begin the project upon being funded?	0 – 5
<b>3. Project Budget</b>	<b>15</b>
Were all the necessary budgets completed and submitted?	0 or 5
Are the certified local match sources for the project also listed in the budget as matching funds?	0 or 5
How does the agency propose to continue commitment to the life of the project beyond the availability of the requested grant resources?	0 – 5
<b>4. Program Effectiveness and Evaluation</b>	<b>20</b>
Did the applicant mention collecting data and/or documenting the delivery and utilization of services?	0 or 10
Does the applicant propose monitoring measurable indicators of success?	0 or 10
<b>5. Organizational Preparedness</b>	<b>25</b>
How closely does the proposed project align with the organization's mission and objectives?	0 – 5
How experienced is the applicant staff in managing transportation projects and/or operating passenger transportation?	0 – 5
How experienced is the agency with financial responsibilities such as, quarterly reporting, annual audits, and/or forms of financial reporting?	0 – 10
Does the applicant propose training, vehicle maintenance, inspection, or monitoring to manage risk and to provide safe services?	0 – 5
<b>Total Score</b>	<b>0 - 100</b>

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## X. Other Provisions

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### A. Private Sector Participation

Federal law requires the public to be involved in the transportation planning process, and specifically requires that private providers be provided an opportunity to be consulted in developing transportation plans and programs in both urbanized and rural areas. Public involvement processes must be proactive and provide complete information, timely public notice, full public access to key decisions, and opportunities for early and continuing involvement throughout the transportation planning and programming process.

Therefore, each applicant for funds from City of Concord's Section 5310 program must describe their plans to comply with this policy and provide documentation of these planned efforts in their application.

### B. Civil Rights

Recipients of Section 5310 program funds are required to meet civil rights requirements under Title VI, as well as Equal Employment Opportunity (EEO) and Disadvantaged Business Enterprise (DBE) regulations.

### C. Title VI

The recipient agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the project, with all of the following requirements under Title VI of the Civil Rights Act of 1964:

- 1.) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 2.) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21.
- 3.) FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients." This document provides FTA recipients and subrecipients with guidance and instructions necessary to carry out DOT Title VI

regulations (49 CFR Part 21), and DOT Policy Guidance Concerning Recipient's Responsibilities to Limited English Proficient (LEP) Persons.

- 4.) U.S. DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons (70 FR 74087, December 14, 2005). This guidance clarifies the responsibilities of recipients of federal financial assistance from DOT and assists them in fulfilling their responsibilities to LEP persons, pursuant to Title VI of Civil Rights Act of 1964 and Executive Order 13166.
- 5.) FTA Circular 4703.1 "Environmental Justice Policy Guidance for Federal Transit Administration Recipients." This document provides FTA recipients and subrecipients with guidance and instructions necessary to carry out U.S. DOT Order 5610.2 to Address Environmental Justice in Minority Populations and Low-Income Populations, and Executive Order 12898 on Environmental Justice that describes the process that the Office of the Secretary of Transportation and each operating administration will use to incorporate environmental justice principles into existing programs, policies, and activities.
- 6.) U.S. DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations. DOT Order 5610.2 describes the process that the Office of the Secretary of Transportation and each operating administration will use to incorporate environmental justice principles (as embodied in Executive Order 12898 on Environmental Justice) into existing programs, policies, and activities.

Contractors and subcontractors are not required to submit a Title VI report. However, they are responsible for complying with the Title VI Program of the recipient with whom they are contracting. Recipients and subrecipients are responsible for ensuring that their contractors are complying with their Title VI Program and Title VI regulations.

## **D. Disadvantaged Business Enterprise (DBE)**

To the extent required by federal law, regulation, or directive, the recipient agrees to take the following measures to facilitate participation by DBE's:

- 1.) The recipient agrees and assures that it will comply with MAP-21 Section 1101 (b) (23 U.S.C. 101 note), which directs the Secretary of Transportation to expend not less than 10 percent of authorized federal funds with DBEs. This 10 percent national goal is aspirational and is used by DOT to help monitor and evaluate DBE participation in DOT assisted contracting opportunities.

- 2.) The recipient agrees and assures that it will comply with DOT regulation, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26. Among other provisions, this regulation requires certain recipients of DOT federal financial assistance, namely state and local transportation agencies, to establish goals for the participation of disadvantaged entrepreneurs and certify the eligibility of DBE firms to participate in their DOT assisted contracts.
- 3.) The recipient agrees and assures that it shall not discriminate on the base of race, color, sex, or national origin, in the award and performance of any third party contract, or subrecipient supported with federal assistance derived from DOT, or in the administration of its DBE program, and will comply with the requirements of 49 CFR Part 26. The recipient agrees to take all necessary and reasonable steps set forth in 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with federal assistance derived from DOT. As required by 49 CFR Part 26 and approved by DOT, the recipient's DBE program is incorporated by reference and made part of the grant agreement or cooperative agreement. The recipient agrees that implementation of the DBE program is a legal obligation, and that failure to carry out its terms shall be treated as a violation of the grant agreement or cooperative agreement. Upon notification by DOT to the recipient of a failure to implement its approved DBE program, DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, and/or the Program Fraud Civil Remedies Act, (31 U.S.C. 3801 et seq).

For further guidance, refer to the federal laws, regulations, and executive orders cited in this chapter. FTA's regional civil rights officers or headquarters civil rights staff will also provide current guidance upon request.

## **E. Equal Employment Opportunity (EEO)**

The City of Concord and Section 5310 Program subrecipients must ensure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participating in, or denied the benefits of, or be subject to, discrimination in employment under any project, program, or activity receiving federal financial assistance under the federal transit laws.

Each Section 5310 Program contract between the City of Concord and a subrecipient for the provision of FTA funding shall contain language that requires the subrecipient to comply with FTA regulations related to EEO. In addition, private providers under contract with subrecipients are required to comply with these regulations.

## **F. Discrimination**

Over time, the Federal government has enacted several pieces of legislation that prohibit discrimination against people. Section 504 (<http://www.fhwa.dot.gov/civilrights/programs/ada.cfm>) is a civil rights law that prohibits discrimination against individuals with disabilities. The Americans with Disabilities Act of July 1990, has five subsections to provide accommodations to protect the rights of individuals with disabilities.

Subrecipients will be required to provide assurances to the City of Concord that certifies compliance with Section 504 and ADA regulations. The City of Concord will also have the right of subrecipient review for compliance with all Federal requirements associated with the Section 5310 Grant.

## **G. Assurances**

The City of Concord annually signs the FTA Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements, which binds The City of Concord to all civil rights requirements.

Through annual grant agreements, subrecipients agree to comply with all applicable civil rights statutes and regulations. These include Title VI of the Civil Rights Act, Equal Employment Opportunity, and Americans with Disabilities Act. As subrecipients to the City of Concord, Section 5310 Program subrecipients must comply with the FTA's Annual List of Certifications and Assurances as stated in their grant agreements with the City of Concord.

## **H. Buy America**

Title 49 U.S.C. 5323(j) provides that with limited exceptions, FTA may not obligate funds for a public transportation project unless the steel, iron, and manufactured goods used in the project are produced in the United States. Section 5310 recipients and subrecipients must comply with regulations, 49 CFR part 661. FTA's Buy America requirements at 49 CFR Part 661 differ from Federal Buy American regulations at 48 CFR Part 25. The former applies to all purchases, including materials or supplies funded as operating costs when funded by FTA, if the purchase exceeds the threshold for small purchases (currently \$100,00), whereas

the latter applies to direct federal procurements. FTA strongly advises recipients to review 49 CFR Part 661 as well as the current FTA Circular 4220.1, “Third Party Contracting Guidance,” before undertaking any procurement. In addition, 49 U.S.C. 5323(j)(9) allows a party adversely affected by an FTA action the right to seek review. FTA has created a Buy America website to provide an overview of these requirements as well as policies, procedures, and letters of interpretation: <http://www.fta.dot.gov/buyamerica>.

## I. Section 5310 Program Management

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### A. Maintenance

Consistent with federal requirements, each subrecipient must maintain its facilities (and substantial facility components), vehicles, and other substantial assets.

Subrecipients would be required to submit an annual Owned Rolling Stock Inventory. The inventory will include the following information:

- i. Year/Make/Model or other ID
- ii. Vehicle Identification Number
- iii. Agency Vehicle Number
- iv. Condition
- v. Age
- vi. Remaining Useful Life
- vii. Replacement Cost
- viii. ADA Accessibility

The information obtained from these inventories will become part of the inventory record.

Recipients and subrecipients shall maintain equipment maintenance and inspection records for equipment procured with 5310 funds. Recipients will be required to service the vehicle(s) and equipment, at a minimum, in accordance with the maintenance schedules, and to keep records to show that service was completed. Each recipient will submit certification that service is completed at least as scheduled per the owner's manuals.

Request for certification will be sent out annually by The City of Concord. During an annual inspection, and/or audit, The City of Concord will request maintenance records and will randomly pick maintenance reports to review to ensure compliance with these provisions and all applicable FTA requirements.

### B. Vehicle Procurement

When procuring property, supplies, equipment, or services with funds from an FTA grant, designated recipients that are not states and their subrecipients must comply with FTA procurement requirements at 49 CFR Part 18 and guidance contained in the current FTA Circular 4220.1.

## **C. Pre-Award and Post-Delivery Reviews**

Procurements for vehicles, other than sedans or unmodified vans, must be audited in accordance with 49 CFR Part 663, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases. " Additional guidance is available in the manual, "Conducting Pre-Award and Post-Delivery Reviews for Bus Procurement" on FTA's website:

[www.fta.dot.gov/legislation\\_law/12921\\_5424.html](http://www.fta.dot.gov/legislation_law/12921_5424.html). The regulation requires any recipient or subrecipient that purchases rolling stock for use in revenue service with funds obligated after October 24, 1991, to conduct a pre-award and post-delivery review to ensure compliance with its bid specifications, Buy America requirements, and federal motor vehicle safety requirements, and to complete specific certifications. Purchase of more than twenty vehicles for use in areas under 200,000 in population (more than ten, for large urbanized areas), other than unmodified vans or sedans, requires in-plant inspection. In the case of consolidated state procurements on behalf of multiple subrecipients, the in-plant inspection requirement is triggered only if a single subrecipient will receive more than ten or more than twenty vehicles, depending on area size.

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## References

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USDOT, Federal Transit Administration, Circular FTA C9070.1G

NCDOT Program Overview Enhanced Mobility of Seniors and Individuals with Disabilities Program (Federal Section 5310)

Cabarrus County, Coordinated Transportation Plan

City of Raleigh/Capital Area Metropolitan Planning Organization, Section 5310 Program Management Plan, 2015

Greater Hickory Metropolitan Planning Organization, Section 5310 Program Management Plan, June 2014

Winston-Salem Urban Area Metropolitan Planning Organization, Section 5310 Program Management Plan, March 2015

Wave Cape Fear Public Transportation Authority, Section 5310 Program Management Plan, March 2015

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## Appendices

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Appendix A: Concord Urbanized Area

Appendix B: Section 5310 Application Form

Appendix C: Subrecipient Application Letter

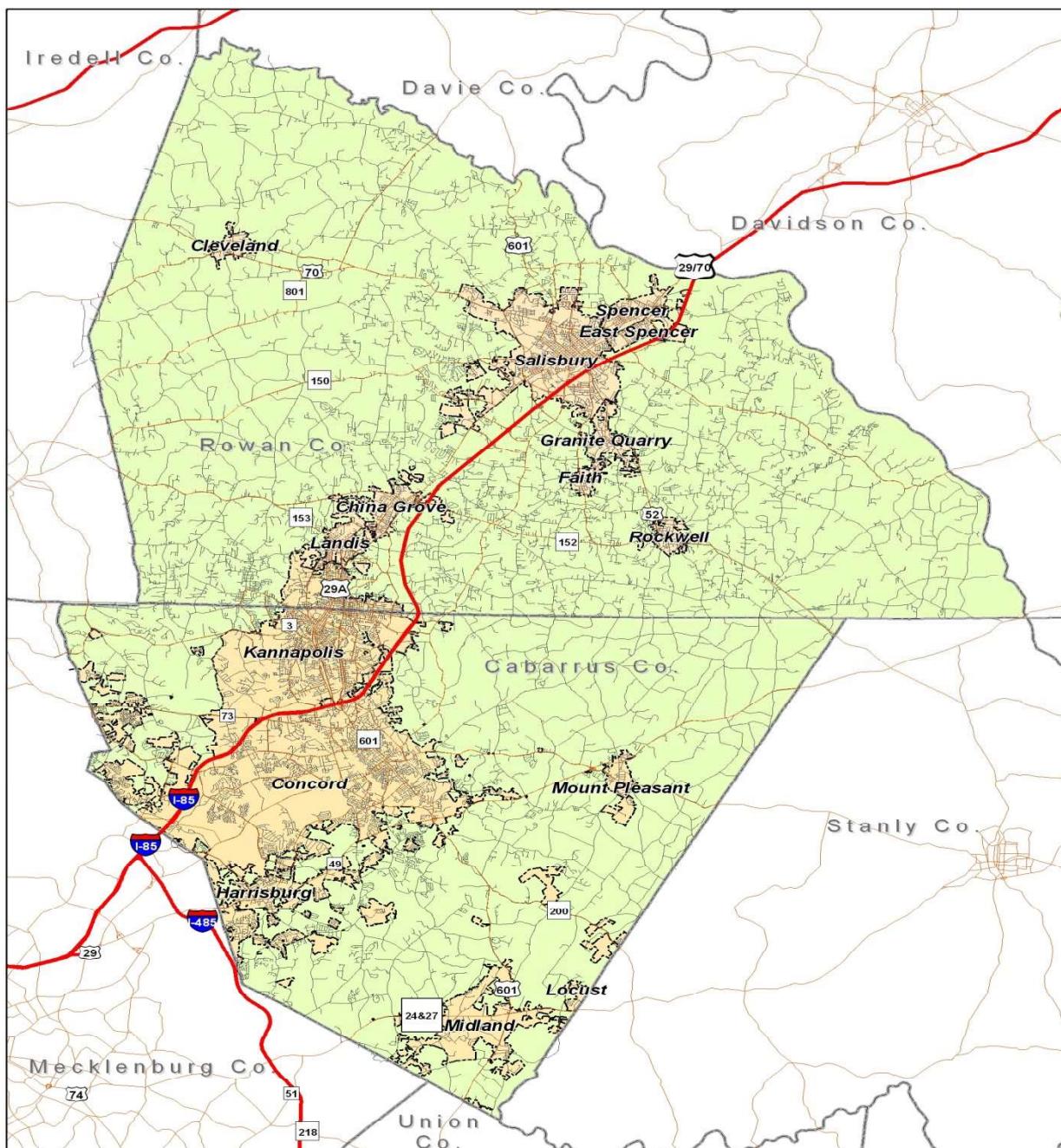
Appendix D: Checklist for Project Manager Review of A-133 Audit Findings

Appendix E: Definitions

Appendix F: City of Concord Direct Recipient Documents

Appendix G: Cabarrus County Coordinated Transportation Plan

## Appendix A: Concord Urbanized Area



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## **Appendix B: Section 5310 Application Form**

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### **Section 5310 Funding Program Application**

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Please complete Parts I – III of the 5310 Funding Program Application. Return the completed application to the City of Concord as noted in the Application Process Section.

#### **Part I – Funding Request**

##### **Applicant Information**

Organization Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Website: \_\_\_\_\_

##### **Project Information**

Title: \_\_\_\_\_  
Brief Description: \_\_\_\_\_  
\_\_\_\_\_

Project Type: Traditional \_\_\_\_\_ Other \_\_\_\_\_  
Service days/hours (if applicable): \_\_\_\_\_  
Estimated Cost per One-Way Trip (if applicable): \_\_\_\_\_  
Estimated Daily Riders per Weekday/Weekend (if applicable): \_\_\_\_\_

## **Part II – Project Narrative**

Please complete the Project Narrative questions below for your application. These questions closely align with the Project Selection Criteria included in the 5310 Program Management Plan and 5310 Application Package.

### **Expanded Project Description**

*Please use this space to expand on your project description beyond the brief description provided in Part I of the application.*

### **Project Needs**

*How is the proposed project consistent with eligible 5310 program activities and objectives of the 5310 funding program?*

*Describe how the project will increase or enhance the availability of transportation for the elderly and disabled populations in the Concord Urbanized Area?*

*What need(s) does the project address in the Local Coordinated Plan? Please provide the page number(s) in the Local Coordinated Plan your project corresponds with.*

*Does the project provide a service or investment that otherwise would not be available? If so, please explain.*

### **Project Planning and Implementation**

*Describe how the proposed project might coordinate or link with other transportation providers or transportation stakeholders?*

*Describe the project timeline and project lifespan?*

*Please note how you plan to market your proposed project? If an existing service, note how your service is currently marketed?*

*When could your project begin upon receiving funding? Describe the process your organization would take to implement the project.*

### **Project Budget**

*Draft Program Management Plan*

*In addition to filling out the Proposed Project Budget, note any plans for continued investment and/or maintenance for the proposed project after the 5310 funds are spent.*

### **Program Effectiveness and Evaluation**

*How does your organization plan to collect information to monitor quality control and customer satisfaction related to implementing the proposed project? Include in your description any measurable indicators you propose to use.*

### **Organizational Preparedness**

*Describe the staffing plan for this project. Who would be the primary staff person responsible for managing the grant? What other staff would be involved? Describe any relevant past experience these staff have in working on the type of project proposed.*

*Please note any experience your organization has with financial reporting such as quarterly reports, annual audits and/or other forms of financial reporting.*

*Describe any training, maintenance, inspections and/or service monitoring you plan to do focused on managing risk and providing safe services?*

## **Part III – Proposed Project Budget**

### **Project Funding**

Local matching funds are required for all application submittals. For projects requiring operating funds the required match is 50% from non-federal transportation funds. For capital projects the required match is 20% + from non-federal transportation funds. Some potential capital match exceptions are noted in the FTA guidance and the City of Concord 5310 Program Management Plan.

Total Project Budget	\$ _____	
Capital Federal Share	\$ _____	% _____
Capital Local Match	\$ _____	% _____
Operating Federal Share	\$ _____	% _____
Operating Local Match	\$ _____	% _____

Local Match Fund Source: \_\_\_\_\_

Note: The applicant must demonstrate a commitment to provide local funds and provide appropriate documentation. Documentation may be in the form of a letter or other supporting documentation noting where funds will be drawn from.

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## Appendix C: Subrecipient Application Letter

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Date

Name  
Address  
City, State, Zip

RE: Subrecipient Project XXX

Federal Transit Administration Apportionment City of Concord Application for Section 5310 FTA Funding.

Dear Subrecipient:

The City of Concord, as the designated recipient of Federal Transit Administration (FTA) funds for the Concord Urbanized Area, will make an application for FTA to support the above referenced project. By accepting these federal funds, your organization will be recognized as a subrecipient and, as much, is subject to all FTA federal requirements.

I have been assigned as the City of Concord's project manager for project oversight and will coordinate the process with you. The subrecipient agreement will be processed concurrently with the federal application to help shorten the process; however, no agreement can be executed until the federal award is received. As part of the application process, you will be required to complete the application form that provides the project detail, budget, and milestones. You will also be required to submit your current A-133 audit information and sign the FTA Certifications and Assurances. No application for federal funds will be made until this information is received and accepted.

Please send all questions regarding compliance or needs for approval directly to me so I can track the required approvals or changes to your project. I will forward requests to the appropriate staff to obtain approvals or interpretations. Please note that Certifications and Assurances must be completed annually for the duration of your active grant. All organizations are required to certify compliance with numbers one and three. If other certifications apply to this project and your organization, you also should certify those.

Once the application is processed and awarded, The City of Concord will be able to enter into a subrecipient agreement with your organization. Until the Subrecipient agreement is signed, you do not have funding.

I look forward to working with you throughout the grant process.

Regards,

Project Manager's Name  
Project Manager's Title

## **Appendix D: Checklist for Project Manager Review of A-133 Audit Findings**

## **Checklist for Project Manager Review of A-133 Audit Findings**

### **Subrecipient**

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### Fiscal Year

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## Project Manager

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Please review each finding and check appropriate box based upon review of selected invoice(s) to assure charges are allowable & there is sufficient documentation to validate the expense.

## Project Manager

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**Date Reviewed**

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Digitized by srujanika@gmail.com

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## Appendix E: Definitions

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- **Aging Population:** See “Senior.”
- **Americans with Disabilities Act (ADA):** is Public Law 336 of the 101<sup>st</sup> Congress, enacted July 26, 1990 (42 U.S.C. 12101 et seq.), and later amended January 1, 2009. The ADA prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, state, and local government services, public accommodations, commercial facilities, and transportation.
- **Capital Expense:** an expense directly related to the acquisition, construction, and improvement of facilities or equipment used for public transportation purposes, including, but not limited to, vehicles and related equipment.
- **Coordinated Local Plan:** is a transportation services provided by or on behalf of a human service agency to provide access to agency services and/or to meet the basic, day-to-day mobility needs of transportation-disadvantaged populations, especially individuals with disabilities, older adults, and people with lower income.
- **Designated Recipient:** an entity designated, in accordance with the planning process under sections 5303 and 5304 of Title 49, United States Code, by the governor of a state, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under 49 U.S.C. 5336 to urbanized areas of 200,000 or more in population; or a state or regional authority, if the authority is responsible under the laws of a state for a capital project and for financing and directly providing public transportation.
- **Disability:** has the same meaning as in section III (a) of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102). The term “disability” means, with respect to an individual-
  - A physical or mental impairment that substantially limits one or more major life activities of such individual;
  - A record of such an impairment; or
  - Being regarded as having such an impairment.
- **Equipment:** an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes, or \$5,000. Equipment includes rolling stock and all other such property used in the provision of public transit service.
- **Grant:** an award of financial assistance, including a cooperative agreement, in the form of money, or property in lieu of money, by the federal government to an eligible recipient or recipients. Used interchangeably with grant agreement.
- **Human Service Transportation:** transportation services provided by or on behalf of a human service agency to provide access to agency services and/or to meet the basic,

day-to-day mobility needs of transportation-disadvantaged populations, especially individuals with disabilities, seniors, and people with low incomes.

- **Individual with a Disability:** an individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use effectively, without special facilities, planning, or design, public transportation service or a public transportation facility. 49 U.S.C. 5302(a)(5).
- **Large Urbanized Area:** an urbanized area (UZA) with a population of 200,000 or more individuals, as determined by the Bureau of the Census.
- **Local Government Agency:** includes a political subdivision of a state; an authority of at least one state or political subdivision of a state; an Indian tribal government; and a public corporation, board, or commission established under the laws of a state.
- **Master Agreement:** an FTA official document containing FTA and other cross-cutting federal requirements applicable to the FTA recipient and its project(s). The master agreement is generally revised annually in October. The master agreement is incorporated by reference and made part of each FTA grant, cooperative agreement, and amendment thereto.
- **Mobility Management:** consists of short-range planning and management activities and projects for improving coordination among public transportation and other transportation-service providers carried out by a recipient or subrecipient through an agreement entered into with a person, including a government entity, under 49 U.S.C. Chapter 53 (other than Section 5309). Mobility management does not include operating public transportation services.
- **Net Project Cost:** part of the project that reasonably cannot be financed from operating revenues (i.e., farebox recovery).
- **Nonprofit Organization:** A corporation or association determined by the Secretary of the Treasury to be an organization described by 25 U.S.C. 501(c) which is exempt from taxation under 26 U.S.C. 501(a) or one which has been determined under state law to be nonprofit and for which the designated state agency has received documentation certifying the status of the nonprofit organization.
- **Older Adults:** See "Senior."
- **Operating Expenses:** Those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses usually include such costs as driver salaries, fuel, and items having a useful life of less than one year.
- **Paratransit:** comparable transportation service required by the ADA for individuals with disabilities who are unable to use fixed-route public transportation systems.
- **Pre-award Authority:** authority given under specific and limited circumstances to incur costs for eligible projects before a grant is made without prejudice to possible Federal participation in the cost of the project(s). Applicants must comply with all Federal requirements. Failure to do so will render a project ineligible for FTA financial assistance.

- **Program of Projects:** a list of projects to be funded in a grant application submitted to FTA by a recipient. The program of projects (POP) lists the subrecipients and indicates whether they are private nonprofit agencies or local governmental authorities, designates the areas served (including rural areas), and identifies any tribal entities. In addition, the POP includes a brief description of the projects, total project costs, Federal share for each project, and the amount of funds used for program administration from the 10 percent allowed.
- **Public Transportation:** regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income, and does not include: intercity passenger rail transportation provided by Amtrak, intercity bus service, charter bus service, school bus service, sightseeing service, courtesy shuttle service for patrons of one or more specific establishments, or intraterminal or intrafacility shuttle services.
- **Recipient:** for purposes of this circular, a designated recipient or a state that receives a grant under Section 5310 directly.
- **Rural Area:** an area encompassing a population of fewer than 50,000 people that has not been designated in the most recent decennial census as an urbanized area by the Secretary of Commerce.
- **Senior:** an individual who is 65 years of age or older.
- **Small Urbanized Areas:** a UZA with a population of at least 50,000 but less than 200,000 as determined by the Bureau of the Census.
- **Subrecipient:** a state or local governmental authority, a private nonprofit organization, or an operator of public transportation that receives a grant under Section 5310 indirectly through a recipient.
- **Traditional Section 5310 Projects:** those public transportation capital projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable.
- **Transportation Improvement Plan (TIP):** a six-year program of highway and transit projects for the urbanized areas. It is a compilation of projects from the various federal, state, and local funding programs for all the cities and counties in the Region, as well as for the state DOT and the local transit agencies.
- **Urbanized Area (UZA):** an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an urbanized area by the Secretary of Commerce.

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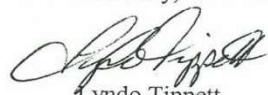
## **Appendix F: Designated Recipient Documents**

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Mr. Jerry Franklin  
June 25, 2002  
Page 2

Thank you for your continued support of our public transportation efforts in North Carolina. Please contact Mr. Michael Kozak, Assistant Director for Metropolitan Transportation in the Public Transportation Division at 919-733-4713, extension 229, if you have any questions about this designation.

Sincerely,

  
Lyndo Tippett

LT/DW  
Enclosures (3)  
cc: Ken Geathers, Chair, Cabarrus/South Rowan Urban Area Transportation  
Advisory Committee  
J. Scott Padgett, Mayor, City of Concord  
Ray Moss, Mayor, City of Kannapolis  
Michael Kozak, Public Transportation Division, NCDOT



26 Union Street South, P.O. Box 308, Concord, NC 28026 - concordnc.gov

**AFFIRMATION OF ATTORNEY FOR THE CITY OF CONCORD**

As the undersigned legal counsel for the City of Concord, I hereby affirm that the City of Concord has legal capacity, pursuant to North Carolina General Statute 160A-461, to perform the functions of a designated recipient in accordance with 49 U.S.C. 5307.

This affirmation of legal capacity is made in conjunction with effort to designate the City of Concord as a recipient for federal formula funding in the Cabarrus-South Rowan Urban Area Metropolitan Planning Organization. The designation is supported by a resolution adopted by the Cabarrus-South Rowan Transportation Advisory Committee.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or threatened or other legal impediment that might adversely affect the validity of this affirmation, I will notify the North Carolina Department of Transportation and the Federal Transit Administration promptly.

Date: 6/12/02

*Robert E Cansler*  
Robert Cansler  
Assistant City Attorney  
City of Concord

Public Transportation Division

JUN 18 2002

RECEIVED





**CABARRUS / SOUTH ROWAN URBAN AREA  
METROPOLITAN PLANNING ORGANIZATION**

SOUTH ROWAN • CABARRUS • CHINA GROVE • LANDIS • KANNAPOLIS • CONCORD • HARRISBURG

**A RESOLUTION SUPPORTING THE DESIGNATION OF THE CITY OF  
CONCORD AS A RECIPIENT FOR FEDERAL FORMAL FUNDING FOR THE  
CABARRUS SOUTH ROWAN URBAN AREA PUBLIC  
TRANSPORTATION SYSTEM**

**WHEREAS**, the Cabarrus South Rowan Urban Area Public Transportation System is a publicly owned operator of transit service; and

**WHEREAS**, the Cabarrus South Rowan Urban Area Public Transportation System wishes to receive federal transportation assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code and other federal statutes administered by the Federal Transit Administration; and

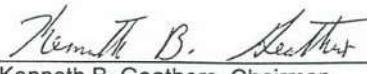
**WHEREAS**, Article 26, Section 160A-603(e) of the North Carolina General Statutes say "the City of Concord may become a Designated Recipient pursuant to the Urban Mass Transportation Act of 1964 as amended;" and

**WHEREAS**, the Cabarrus South Rowan Urban Area Public Transportation System, as the provider of publicly owned transit services, must concur in the designation of the City of Concord as a recipient of federal funds for the Cabarrus South Rowan Urban Area Public Transportation System if it is to be so designated; and

**WHEREAS**, all federal funds received by the City of Concord for the Cabarrus South Rowan Urban Area Public Transportation System will be programmed by the Metropolitan Planning Organization through the Unified Planning Work Program, and the Transportation Improvement Program, and the allocation of funds will be reviewed annually.

**NOW, THEREFORE, BE IT RESOLVED** that the Cabarrus South Rowan Urban Area Metropolitan Planning Organization's Transportation Advisory Committee (TAC) supports the designation of the City of Concord as a recipient of federal funding for the Cabarrus South Rowan Urban Area Public Transportation System.

Date: 05-08-02

  
Kenneth B. Geathers, Chairman  
Transportation Advisory Committee  
Cabarrus-South Rowan MPO



STATE OF NORTH CAROLINA  
OFFICE OF THE GOVERNOR

PAT McCROY  
GOVERNOR

March 5, 2014

Dr. Yvette Taylor  
Region IV Administrator  
Federal Transit Administration  
230 Peachtree St. NW, Suite 800  
Atlanta, Georgia 30303

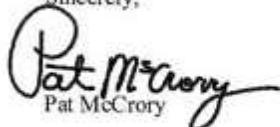
Dear Dr. Taylor:

On July 6, 2012, the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), Public Law 112-141, authorizing funding for surface transportation, was signed. As required in MAP-21, I hereby declare the following municipalities to be the designated recipients of the apportionments to their respective large urban areas for the Section 5310: Enhanced Mobility of Seniors and Individuals with Disabilities Program:

- The City of Winston-Salem endorsed by the Winston-Salem Urban Area Metropolitan Planning Organization;
- The City of Fayetteville endorsed by the Fayetteville Area Metropolitan Planning Organization;
- The City of Concord endorsed by the Cabarrus-Rowan Urban Area Metropolitan Planning Organization; and
- The City of Raleigh endorsed by the NC Capital Area Metropolitan Planning Organization.

These designated recipients will be responsible for the administration of the 5310 Program funds in their large urban area and for the oversight of any subrecipients they choose to receive and expend these funds. I respectfully request that the Federal Transit Administration allow these cities to apply for and receive the 5310 Program funds on behalf of their selected subrecipients. Thank you for your continued support of our public transportation effort in North Carolina.

Sincerely,



Pat McCrory

PM/DC

cc: Secretary Anthony Tata  
Larry T. Williams, TAC Chair, Winston-Salem Urban Area MPO  
Toneq McCullough, Director, City of Winston-Salem DOT

Greg Errett, Planning Manager, Transportation, City of Winston-Salem  
Jean Powell, TAC Chair, Fayetteville Area MPO  
Rick Heicksen, Executive Director, Fayetteville Area MPO  
Giselle Rodriguez, City Engineer, City of Fayetteville  
Lee Withers, TAC Chair, Cabarrus-Rowan Urban Area MPO  
Phil Conrad, Executive Director, Cabarrus-Rowan Urban Area MPO  
Joe Wilson III, Transportation Director, City of Concord  
Ronnie Williams, TAC Chair, NC Capital Area MPO  
Chris Lukasina, Executive Director, NC Capital Area MPO  
Eric Lamb, Manager, Transportation Planning & Development  
Debbie Collins, NCDOT  
Richards Walls, NCDOT

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## Appendix G: Local Coordinated Plan

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Cabarrus County Transportation Services (CCTS)

# Cabarrus County

COORDINATED TRANSPORTATION SERVICE PLAN



Randy Bass  
11/19/2009



## **Cabarrus County Coordinated Transportation Plan**

In 2004, Cabarrus County took steps to bring transportation services in-house by becoming a Community Transportation Provider.

This was the first step in realizing its goal to provide solutions for the overall transportation system in Cabarrus County. In the years since this transition, Cabarrus County Transportation Services (CCTS) has seen a demand for its services increase in many areas. In 2004, CCTS provided 84,118 trips. The projection for trips in 2010 is 94,000.

Cabarrus County Transportation Services is governed by the Cabarrus County Board of Commissioners with a Transportation Advisory Board consisting of representatives of local governments, social service agencies, schools and the general public.

### **Regional Coordination**

CCTS has a solid track record in coordination of public transportation services. This is due in part to the rapid growth trends in and around the county itself. The result has been a coordinated system ready to serve various sectors of the community when demand rose and social service agencies began pursuing transportation options for their clients.

The coordination of County and City services was strengthened in 2009 when CCTS partnered with the CK Rider to create service from the western parts of Cabarrus County to Concord Mills and the CK Rider transfer station. CCTS already shares trips with Mecklenburg County and Stanley County to provide service for citizens seeking out of town trips for medical needs. CCTS is contracted through CK Rider to provide the City's transit service area with complementary para-transit service to individuals who are not able to use the City's bus system.

### **Enhancing Services to Un-Served, Underserved Populations and General Public**

Even as CCTS experiences increased demand for services from the community, it has developed a service model that effectively and efficiently services the needs of those in Cabarrus County who require point-to-point transportation services. CCTS has now reached a juncture in its growth that necessitates the agency begin looking at more conducive service types to continue to respond to demand and maximize available resources.

Through the CCTS Community Transportation Service Plan, countywide services to un-served, underserved and general public populations would be greatly enhanced through the realization of the recommendations contained in this plan. These recommendations are based on information gathered through the Coordinated Service Plan process, analysis of existing demographics and CCTS service, and examination of potential coordination with the CK Rider System.

### **CCTS and CK Rider Plan Recommendations**

The strong relationship between CCTS and CK Rider will continue to strengthen in future years as the two services and the incorporated and unincorporated areas of the County become dependent upon one another for transportation as they have been dependent on one another **for access** to jobs, medical services and cultural activities for decades. The continued success of CCTS



## Cabarrus County Coordinated Transportation Plan

and growth in passengers and trips, are also dependent on this cooperation as there is a strong need for services that are not sensitive to geographic or political boundaries.

Many of the recommendations contained in the CTSP, as well as the associated Coordinated Plan are dependent on operational, administrative and funding partnerships between CCTS and the CK Rider as well as other regional stakeholders. These recommendations are outlined below.

**Joint CCTS and CK Rider Initiatives.** The Coordinated Plan process and public involvement efforts within the Regional Plan identified several areas whereby CCTS and CK Rider should jointly pursue various organizational, marketing, capital and operations efforts in order to provide an integrated regional transit system and allow the region access to federal funding sources that are intended for such coordinated purposes.

The organization and marketing program priorities are intended to provide for public and elected officials' education and create a common identity for transit within Cabarrus County. The specific initiatives have been identified as:

- Establish a One-Stop Shop and Mobility Management Program;
- Conduct a Marketing Analysis and Outreach Program; and
- Establish Incentive Programs to encourage transit riders to use the system
- Increase marketing with the medical community
- Seek more outreach with our Hispanic community

A set of Capital and Operations Program priorities were also identified to address specific service types and options that can benefit both CCTS and CK Rider and require cross-agency coordination. These are:

- Pursuing reverse commute services options
- Expanding geography of existing routes and services
- Creating express routes
- Connecting the Research Campus in Kannapolis and UNCC
- Adding Sunday hours of service for both CK Rider and CCTS
- Work with UNCC to add shuttle and express bus service to the campus.

**Flexible Route Options.** One such service example for the US Highway 29 corridor and potentially other areas of the City and County, is the concept of flexible or deviated fixed route services crossing over into regional areas. While traditional public transportation service has focused on higher density population centers concentrated along high travel corridors, some communities are exploring alternative means of integrating this binary model into a flexible transit service model.

Often, a transit system will operate flexible service as a way to combine fixed route service with demand response service in order to increase efficiencies and service additional patrons. As the region grows and demand increases for CK Rider and CCTS, the option for a flexible route will be more suitable. There are three common circumstances under which flexible transit service is used by many transit agencies:

- To provide service in limited areas considered hard to serve for reasons of demographics, street layout, or community preferences;



### **Cabarrus County Coordinated Transportation Plan**

- To provide service in low-demand time periods. In cities with ample fixed-route service, flexible operation typically substitutes for fixed-route operation in limited areas. In some cities with more limited fixed-route service, flexible operation replaces the entire fixed-route network at certain times; or
- To provide the entire transit service for a small city, low-density suburban area, or rural area. In these cases, coordination or consolidation with para-transit service is a key feature of the flexible service.

**Maximize Use of Technology.** CCTS should begin pursuing greater integration of technology within the management of its fleet and services as growth in the size of the CCTS fleet continues. Increased demand by the public, coordination with CK Rider, and the evolution of the region from a small- or medium-sized to a large metropolitan region will lead to a need to incorporate various technologies available to the public transportation industry.

There are various vehicle-based technologies that can also be utilized by CCTS to continue to provide a high level of service to its present and future customers. CCTS has already begun exploring the possibility of providing greater web-based scheduling and dispatching functions and has been proactive with the RouteMatch system to pursue the acquisition of automated vehicle location (AVL) technology to track the location and usage of its fleet.

**Coordination with Other Counties.** There is a desire within CCTS management to reach out and work with neighboring counties to identify areas for additional coordination, as CCTS provided numerous trips to medical centers outside the region in the past year. If more community transportation services in additional counties were willing to partner and coordinate scheduling information with CCTS, there is the possibility for these services to be combined to lessen the mileage and cost burden on operating a less-than-full vehicle during these medical trips.

#### **Mission**

CCTS's mission is to provide safe, reliable and efficient transportation services to all the residents of Cabarrus County, North Carolina. CCTS is the community transportation provider for Cabarrus County; the offices and fleet are located in Concord, North Carolina.

#### **Benefits to the Community**

Public transportation is often an overlooked component to providing comprehensive social service programs and access to important destinations for members of the general public. While there is almost universal recognition of the need to provide basic healthcare, education and social support, individuals with these needs are oftentimes unable to provide for their own transportation due to a disability, lack of financial resources or other circumstances.

In providing access for citizens to vital employment, healthcare and other social services, CCTS is an integral part of the social service arrangement within County. As CCTS has evolved, it has begun to transcend its traditional role of providing a social service to also providing a critical link in the region's transportation and economic system. This was particularly true during the summer of 2008 when gas prices spiked and many community members were unable to afford fuel for needed trips that they would normally make in their personal vehicle. CCTS, as well as CK Rider, saw record levels of demand during this period and notable increases in commuters using the system.



## **Cabarrus County Coordinated Transportation Plan**

### **Public Involvement**

The public outreach component of the CCTS Community Transportation Service Plan has been coordinated in cooperation with the Coordinated Human Service Transportation Plan to collectively involve residents of Cabarrus County.

**Coordinated Service Plan Workshop.** Through the leadership of the CCTS a Coordinated Plan workshop was conducted in Kannapolis, September 24, 2009 for the purposes of gathering input for the Coordinated Service Plan from local stakeholders and transportation service providers. Thirty-three representatives from local municipalities, service agencies, youth councils and emergency service providers attended the workshop. The workshop attendees identified a regional vision for coordinated human service transportation and public transportation. The results of the workshop formed the basis of the remainder of joint transit planning effort.

### **Vision and Goals**

Establishing a vision for public transportation services in Cabarrus County began at the in 2006 with the first ever Coordinated Service Plan workshop. Through preliminary work with the CCTS Transportation Advisory Board, and outreach to the general public, it was determined that the vision and goals established through the Coordinated Service Plan process would also suffice as a vision for public transportation services in the county and region. The Coordinated Service Plan would fulfill the vision for a fully coordinated public transportation system that would also fulfill the purpose of developing a system with a regional focus.

The purposes of the vision are to provide for a more focused discussion on public transportation topics; serve as a check and balance for ideas generated during the workshop, public outreach and the planning process; and guide potential transportation projects.

The regional vision for coordinated human service transportation and public transportation is:

***"To provide transportation services that enable individuals in need to access necessary medical care and other resources that can improve and enhance their quality of life. By providing transportation for essential services, we promote an independent lifestyle that allows individuals to remain in their homes as long as possible."***

### **Establishing the Vision**

*What should Cabarrus County and the surrounding cities and towns do to develop a regional public transportation system? Things that will...*

- Coordinate services;
- Provide efficient travel;
- Serve employment and population centers;
- Reduce congestion;
- Address the needs of all populations;
- Provide economical transportation; and
- Ensure access to all.



## Cabarrus County Coordinated Transportation Plan

### Identifying Goals that Build the Vision

The workshop helped participants to sort the results of the visioning exercise into distinct categories, which would comprise the goals of the vision. Participants were then asked to vote on their top overall priorities. The results of this prioritization exercise are captured below with bullets listed in priority order as established through the public involvement process.

#### GOAL #1 – Provide Adequate Infrastructure

- Park and Ride sites;
- Bus shelters with easy-to-read schedules;
- Build pull-out lanes for bus stops;
- Convenient pick-up/drop-off locations;
- Green technology; and
- Encourage carpooling among drivers
- Vanpools
- Shuttle service between Research Campus and UNCC
- Express bus service direct to UNCC Campus from locations outside of Mecklenburg
- Continue & expand service in Midland, Mount Pleasant, and Harrisburg region.

#### GOAL #2 – Maximize Financial Resources

- Cost-effective financial resources and affordable transportation services;
- Vouchers for low/no-income population;
- Coordinated fare system;
- More funding streams;

#### GOAL #3 – Expand Access and Increase Services

- More rural transportation;
- Coordinated drop-off areas so rural residents can use city buses; including Fishertown
- Buses for city travel; mini-buses for outlying areas;
- Provide transportation for disabled persons not on Medicaid and seniors;
- Coordinate transit services across county lines;
- More service for County residents;
- Easily accessible to everyone;
- Longer hours on Saturday and Sunday service for CK Rider & CCTS,
- Transportation options;
- Identify key destinations;
- Interconnectivity between communities;
- Provide more bus stops;
- More buses are needed in order to increase frequency of stops to decrease time it takes to get around the CK Rider routes;
- Varied schedule and access to rural areas;
- Set routes where possible; and
- Multi-modal efficient routes that is easily accessible to all citizens.
- Expand Cabarrus Link's service hours on Saturday & Sunday.

#### GOAL #4 – Increase Coordination

- Better cooperation between governing entities;



### **Cabarrus County Coordinated Transportation Plan**

- One-Call Center;
- Offer mobility training to both CCTS & CK Rider customers
- Obtain key stakeholder support for regional approach;
- Jointly apply for more grant funds;
- Better cooperation among municipalities and county; and
- City and County work together.

#### **GOAL #5 – Plan for the Future**

- Implement advanced transit technology to enhance scheduling/efficiency;
- Better urban growth planning;
- Annual meeting bringing all of the stakeholders together
- Automated Vehicle Location technology.

#### **GOAL #6 - Educate the Public and Stakeholders**

- County-wide education;
- Work to change citizens' perceptions about public transportation;
- Develop a fundamental marketing program; and
- Obtain buy-in from local merchants.



### **Prospects for Regional Governance**

As Cabarrus County has grown in population there has been increasing discussion regarding the potential for establishing some type of regional transportation authority that could oversee CCTS and CK Rider. The State of North Carolina, through General Statute 25 - Public Transportation Authorities, allows for the establishment of regional transit authorities (RTA) to provide for "safe, adequate, and convenient" public transit systems for municipalities and their immediate environs. The law states that a municipality "may, by resolution or ordinance, create a transportation authority." The establishment of an RTA extends its powers to include "all local public passenger transportation" services that operate within the corporate boundaries of the municipality. The law also states that the boundaries of the RTA "shall also extend up to 30 miles outside of the corporate limits of the municipality where the municipality is a town or a city, and up to five miles outside of the boundaries" of the county. If initiated by the City of Concord, the establishment of an RTA would require the consent of Cabarrus County. An RTA established by the County would require the consent of municipalities within Cabarrus County.

There are several advantages and disadvantages (Figure 6) to RTAs that should be thoroughly examined before one is established. While operating and funding efficiencies can be recognized to provide more streamlined and coordinated services, RTAs can also lead to selective distribution of funding to preferred services or those services perceived as more of a benefit to the system by Board members or elected officials, thus cutting funding to other services that may serve vital needs within the community.



## Cabarrus County Coordinated Transportation Plan

In the absence of a regional authority there are several other options to provide coordinated services, including joint powers agreements, inter-jurisdictional agreements or joint funding agreements among municipalities.

*Figure 6: Potential Advantages & Disadvantages of a Regional Transportation Authority*

Potential Advantages	Potential Disadvantages
<ul style="list-style-type: none"> <li>▪ Allows one entity to focus solely on public transportation.</li> <li>▪ Better coordination of services.</li> <li>▪ Consolidated administrative, planning and service functions, including staffing, maintenance facilities, and contracts.</li> <li>▪ Establishment of region wide funding sources, where allowed by general statutes, and coordinated pursuit of state and federal sources.</li> <li>▪ Transit does not have to compete for funding with other city or county programs.</li> <li>▪ Can create a common identity for all transit and eliminate negative perceptions associated with particular service types (e.g. "the welfare wagon").</li> <li>▪ Service decisions are typically made from a regional perspective.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Loss of local control.</li> <li>▪ Removes authority from existing policy boards and RTA boards are chosen, not elected.</li> <li>▪ Since different parties are required to contribute to a regional authority's financing program, they are more vulnerable to shifts or delays in funding.</li> <li>▪ Regional authority may transfer funding to popular service types based on politics or perception instead of operating efficiencies or public need (e.g. reducing funding for bus services to provide rail services).</li> <li>▪ Regional authority may transfer services from some sectors of the region in favor of others.</li> <li>▪ Potential for short-term loss of jobs due to consolidated functions.</li> <li>▪ Loss of ability for unique services to be able to provide specialized services (e.g. demand response business model vs. fixed route business model).</li> </ul>

### Coordination with CK Rider

The potential exists for CCTS and CK Rider to coordinate services on select corridors within the region that include destinations along a common corridor within the city limits and in the unincorporated areas.

There are areas that are currently served only by CCTS demand response services, however, there is increasing demand for fixed route services in those areas due to growth in number of residences and the recent completion of new communities. The combination of these factors, along with the potential for acquiring Job Access and Reverse Commute (JARC) Funding, have warranted a more detailed examination of service options within the Cabarrus County. Additionally, there may be options for future routes in this area to serve Cabarrus County citizens. Funding is and will likely continue to be an issue for such a service. Even though there is strong potential for JARC funding for such a service, the continued use of JARC as the funding source is



### **Cabarrus County Coordinated Transportation Plan**

tenuous due to the application cycle through NCDOT. The willingness of Cabarrus County to contribute to the continued operation of new routes would also be a factor.

### **Service Recommendations**

#### **Opportunities for JARC, New Freedom and 5310 Elderly and Disabled Funding**

The results of the workshop and subsequent work have identified common themes that provide direction for CCTS and CK Rider to pursue funding through the human service transportation programs. The organization of these initiatives is divided into two separate efforts: 1) Organization and Marketing Program Priorities; and 2) Capital and Operations Program Priorities.



*Each workshop group presented their ideas for new service areas, modifications to existing services and ways to fully coordinate transportation services in the region. The results of the group mapping exercise were used to specifically identify Coordinated Plan recommendations.*

While the initiatives listed in this section are in priority order, it is important to understand that available resources, both at the funding program and agency level, will ultimately dictate the order and manner in which these initiatives are implemented. The priority order of these initiatives is intended to represent both the priorities as identified through the public workshop and a strategic approach to creating a more established collection of transit services to provide mobility to various sectors of the population of Cabarrus County. There is a strong likelihood that each of these initiatives will require supplemental funding or staff commitments from resources other than human service transportation programs.

Based on analysis of the human service transportation program, these priorities are eligible for full or partial funding through Elderly and Persons with Disabilities, Job Access and Reverse Commute, or New Freedom.



## Cabarrus County Coordinated Transportation Plan

### Organization and Marketing Program Priorities

Priorities one through three has common ties but may not be able to be funded or accomplished through a single effort or action. They are also based on existing programs and the ability of CCTS and CK Rider to pursue these tasks with existing personnel.

#### # 1: Establish a One-Stop Shop and Mobility Management Program

To enhance work already being conducted by CCTS and CK Rider can pursue the formal establishment of a mobility management and coordination program for transit services in the region. The functions of this program would consist of:

- An information clearinghouse for local transit services and mobility training program;
- Creation of a mobility management and coordination program through a formal agreement between Cabarrus County, the City of Concord and Kannapolis;
- Utilization of the already established (704) 920-2246 number for transit-related calls;
- Training for staff members as well as the addition of software and technology to determine best route and service for individuals needing a ride;
- Establishing an online ride-matching service, possibly through [www.sharetheridenc.org](http://www.sharetheridenc.org);
- Designing a common web site portal for CCTS and CK Rider information;
- Branding and marketing of the one-stop shop phone number and website, possibly as part of Priority 2: Conduct a Marketing & Outreach Study;
- Managing incentive programs and guaranteed ride home programs through the one-stop shop;
- Potential for distribution and sales of passes for both services; and
- Ability to transfer calls to appropriate CCTS or CK Rider operations center.

The one-stop shop concept would likely require a commitment to staffing and continued development of the clearinghouse and mobility management program beyond the funding reach of human service programs, but future funding could be pursued through other state or federal programs.



#### # 2: Conduct a Marketing Analysis and Outreach Program

There were several references during the Coordinated Service Plan workshop on the need to educate the public and elected officials on the existence and benefits of a region's transit system. Beyond this need, CCTS and CK Rider staff has expressed a desire to "brand" the region's transit services as one transportation resource. While the establishment of the one-stop shop is a first step toward achieving this goal, a more robust marketing and outreach effort is necessary to fully achieve the vision as established through the workshop.



### **Cabarrus County Coordinated Transportation Plan**

The goal of a consolidated branding effort would, in combination with the one-stop shop, allow CCTS and CK Rider to appear to the public as a unified service even as they continue to function as separate operations. A marketing analysis and outreach program would likely consist of:

- *Identification of target markets for both ridership and information dissemination;*
- *Utilizing existing transit data to design outreach materials for local elected officials, social service agencies and employers to showcase the value of transit to the region;*
- *Establishing a common brand or theme for the region's services;*
- *Designing a common website to access CCTS and CK Rider information;*
- *Developing public service announcements for broadcast on local public access television stations;*
- *Determining the best approaches to market the services;*
- *Developing outreach programs to market services and incentive programs to area employers; and*
- *Designing a common look for transit media, such as press releases, fare cards, advertising and vehicle wraps.*

#### **# 3: Establish Incentive Programs**

While the marketing and outreach efforts will identify the type of programs needed to incentivize transit, the establishment of those programs will likely require a separate effort. With the employment base of Cabarrus County provided primarily by Carolinas Medical Center Northeast, the capacity to incentivize transit ridership rests with both the abilities of the transit agencies to manage programs and the willingness of the employers to allow increased services to their staff.

The first step could be to establish a Guaranteed or Emergency Ride Home Program through which registered riders of the region's transit services would be able to utilize the services of a taxi in the event that an emergency requires them to go home or to the doctor during the course of their work day. There is typically some trepidation by service agencies in the establishment of such a program due to fears of abuse. In reality, these can be low cost programs that provide peace of mind to regular riders. Program abuse can be minimized through the institution of several policies, including: requiring riders to register with the service agencies; limiting the dollar amount available to each person during the calendar year; and potentially requiring request for reimbursement of taxi fares through the service agencies.

Other incentive programs include:

- *First ride free programs;*
- *Reduced rates for monthly passes;*
- *Establishing incentive programs administered by area employers; or*
- *An annual event, such as a "Strive Not to Drive" week or "May in Motion" campaign.*

#### **Capital and Operations Program Priorities**

While specific service options are more difficult to identify at this stage within a Coordinated Service Plan, there were several service options identified during the workshop that CCTS and CK Rider may pursue through the human service transportation programs. These priorities may require formal agreements or additional input from partners and stakeholders and other municipalities, to fully implement.



## **Cabarrus County Coordinated Transportation Plan**

### **#1: Pursue Reverse Commute Services to UNCC, Research Campus**

CCTS and CK Rider both currently do not serve the campus. As student levels have increased the congestion around the campus has increased to the point that local residents have reported delays in commuting less than five miles to work near the campus.

Through Executive Order 13150<sup>1</sup>, signed by President Clinton in April 2000, federal programs exist to help subsidize transit fares for riders that could be used in combination with JARC funding to establish new services. It is anticipated that a Regional Transit Master Plan could explore the potential to provide these services.

### **#2: Expand Geography of Existing Routes Fishertown Service**

The Regional Transit Master Plan will identify areas of the City and County that are candidates for expansion of services, both through existing routes and establishment of new routes into the Fishertown areas. Funding may be obtained through these via the human service transportation programs or JARC, particularly if some areas indicate a need for specialized services such as demand response instead of a fixed route service.

These may include outlying areas of the City or corridors with both incorporated and unincorporated areas that may not be fully serviced by CK Rider due to current funding and service policies that limit services to areas within the corporate limits. It could also include expansion of CK Rider services to areas on the fringe of the City where CCTS has a concentration of riders.

### **#3: Create Express Routes/Vanpools for Cabarrus County communities**

There was interest from representatives of other communities within Cabarrus County to establish express services or vanpools to Charlotte and other employment areas in our region. Communities such as Salisbury, Monroe, Statesville, and Lexington may not have the critical mass of riders with common origin and destination points to justify fixed route services; however, an express point-to-point bus or vanpool may serve their commute needs.

### **Alternative Service Delivery Options**

Traditional public transportation service has focused on higher density population centers concentrated along high travel corridors, served by fixed routes with fixed stops on a regular schedule. Though this model works well in many circumstances, most communities operating a traditional transit system are also servicing elderly and disabled citizens with a separate para-transit or "dial-a-ride" service, such as CCTS.

Some communities are exploring alternative means of integrating this binary model into a flexible transit service model. According to a 2004 report by the Transit Cooperative Research Program (TCRP)<sup>2</sup>, more than 50 transit systems of all types and sizes operate flexible transit service

<sup>1</sup> US General Services Administration. Executive Order 13150: Federal Workforce Transportation. April 2000. [http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=16569&contentType=GSA\\_BASIC&noc=1](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=16569&contentType=GSA_BASIC&noc=1)

<sup>2</sup> Koffman, David, et al. *Operational Experiences with Flexible Transit Services: A Synthesis of Transit Practice*. Transit Cooperative Research Program Synthesis 53, Transportation Research Board. Washington, DC, 2004: pg. 1. [http://onlinepubs.trb.org/Onlinepubs/tcrp/tcrp\\_syn\\_53.pdf](http://onlinepubs.trb.org/Onlinepubs/tcrp/tcrp_syn_53.pdf)



### **Cabarrus County Coordinated Transportation Plan**

models, such as deviated fixed route or zone route systems. This report is used as the basis for the CCTS Community Transportation Service Plan examination of the potential for flexible route, or deviated fixed route, services.

Often, a transit system will operate flexible service as a way to combine fixed route service with demand responsive service in order to increase efficiencies and service additional patrons. The TCRP report identified three common circumstances under which flexible transit service is used by many transit agencies:

- To provide service in limited areas considered hard to serve for reasons of demographics, street layout, or community preferences;
- To provide service in low-demand time periods. In cities with ample fixed-route service, flexible operation typically substitutes for fixed-route operation in limited areas. In some cities with more limited fixed-route service, flexible operation replaces the entire fixed-route network at certain times, or
- To provide the entire transit service for a small city, low-density suburban area, or rural area. In these cases, coordination or consolidation with para-transit service is a key feature of the flexible service.

Flexible transit service models include those that use flexible-route segments, route deviation, request stops, demand-responsive connectors, zone routes and point deviation. Of all flexible service models, deviated fixed route systems are the most commonly used, however some transit agencies utilize more than one type of flexible route service. Each service type varies in the degree of flexibility it offers, which can impact choice. The following definitions are given by the TCRP for each service type:

- **Route deviation**—Vehicles operate on a regular schedule along a well-defined path, with or without marked bus stops, and deviate to serve demand-responsive requests within a zone around the path. The width or extent of the zone may be precisely established or flexible.
- **Point deviation**—Vehicles serve demand-responsive requests within a zone and also serve a limited number of stops within the zone without any regular path between the stops.
- **Demand-responsive connector**—Vehicles operate in demand-responsive mode within a zone, with one or more scheduled transfer points that connect with a fixed-route network. A high percentage of ridership consists of trips to or from the transfer points.
- **Request stops**—Vehicles operate in conventional fixed-route, fixed-schedule mode and also serve a limited number of defined stops near the route in response to passenger requests. (Request stops differ from flag stops in not being directly on the route.)
- **Flexible-route segments**—Vehicles operate in conventional fixed-route, fixed-schedule mode, but switch to demand-responsive operation for a limited portion of the route.
- **Zone route**—Vehicles operate in demand-responsive mode along a corridor with established departure and arrival times at one or more end points.

**Local Considerations for CCTS and CK Rider.** In order to implement a flexible transit service, CCTS and CK Rider, as well as their partners will need to assess current and desired outcomes of the transit system in terms of the area where transit vehicles should operate, boarding and alighting locations, schedule and advanced notice requirements (Figure 26). Each of these factors will contribute to the type of flexible service most appropriate for the community.



## Cabarrus County Coordinated Transportation Plan

Figure 26: Elements of Flexible and Traditional Service Design

Elements of Service	Fixed Route	Flexible	Dial-a-Ride or Para-transit
<b>Where vehicles operate</b>	On the defined route	A route plus off-route locations or areas, or a geographic area	A geographic area
<b>Boarding and lighting locations</b>	Fixed or flag stops	Some fixed stops plus other locations	Any safe location in the service area
<b>Schedule</b>	Fixed	Fixed at end points or time points on the route, demand- responsive at other locations	Depends entirely on trips requested
<b>Advance notice requirements</b>	Not required	Required at some locations	Always required

Source: TCRP Synthesis 53 Report, 2004.

Deviated fixed route service is one flexible transit service model that could work well for Concord, as it falls in between the conventional fixed route, fixed schedule model and demand-response model (e.g. dial-a-ride or para-transit service). Vehicles would operate on a





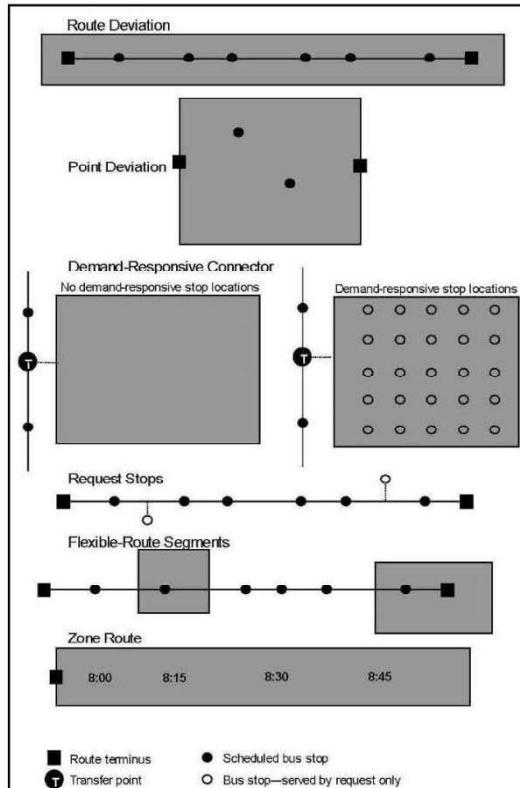
## Cabarrus County Coordinated Transportation Plan

regular schedule along a defined path, but deviate on occasion to serve demand-responsive requests within a zone around/near that path.

In Cabarrus County, a deviated route system could be used to expand CK Rider or CCTS service into additional areas identified by both transit service providers and Concord or Cabarrus County residents as current gaps in the system. Similarly, flexible route segments could work well for certain future routes in Concord and Kannapolis, such as in areas with low density around a higher use transit corridor.

Once a flexible transit service model is chosen, the transit providers and their partners will need to establish policies on matters such as distance or frequency of route deviation, advanced notice requirements for passengers, boarding and alighting locations, and other common considerations such as:

- Determination of the amount of time allocated for demand responsive operation in relation to fixed route service (e.g. deviation occurrences per hour);
- Importance of defining how far a route could deviate (e.g. how many miles or within what set radius will a bus deviate from the fixed transit route);
- Potential fare surcharges for off-route service and/or fixed route fare incentives for para-transit riders;
- Level of coordination with para-transit and regional service provider(s);
- Special driver and dispatcher training for flexible service operation, especially regarding differences in passenger communication and level of independent decision-making involved;
- Amount of advance notice can vary for pick-ups and drop-offs, as will use of advanced technology;
- Land-use, densities and geographic circumstances in which flexible transit service will be most appropriate, best used, and most efficient;
- Types of vehicles to be used in flexible service operation;



**Figure 27: Flexible Route Service Types**  
*(TCRP Synthesis 53 Report)*



### Cabarrus County Coordinated Transportation Plan

- Maximum thresholds for flexible operation (i.e. what are maximum ridership thresholds and/or at what point will flexible transit service become impractical for a given route or service area).

**Cost Comparisons for Flexible and Conventional (Fixed Route) Transit Services.** Transit operators typically choose a flexible service model to provide cost-effective coverage to spread-out, low-density areas, reduce or eliminate the expense of a separate para-transit service, and/or serve low-demand time periods. The efficiencies gained in all of these actions result in a transit operation that can be leaner and more cost-effective. There is, of course, a balance between efficiency and flexibility in providing such a service, and the most cost-effective strategy will need to be assessed on a case-by-case basis for each potential operation. Cost savings for several integrated transit models are discussed in the TCRP Synthesis 76 report, "Integration of Para-transit and Fixed-Route Transit Services," which summarizes the cost savings achieved by multiple transit agencies studied for the report. Of the systems studied, cost savings ranged from \$147,000 per year to \$458,000 per year once flexible transit service was implemented to replace an old binary model of separate fixed route and para-transit services.<sup>3</sup> Such examples of the efficiencies experienced by other transit agencies and research on best practice approaches for nationwide transit operations seem to indicate that CK Rider and CCTS should consider how to best coordinate and integrate future services to achieve cost-savings and effective route management systems.



### Coordination with Other Counties

There is a desire within CCTS management to reach out and work with neighboring counties to identify areas for coordination. The most promising opportunity for CCTS is to work with similar service providers in neighboring counties and cities to consolidate through trips to regional medical facilities in Charlotte, Salisbury, Chapel Hill, Duke and Raleigh.



### **Cabarrus County Coordinated Transportation Plan**

Last year CCTS provided approximately 850 trips to regional medical centers outside of the Cabarrus County region. Working with other community transportation services in these counties we could continue to grow our services and coordinate and exchange scheduling information with them. There is the possibility for these services to be combined to lessen the mileage and cost burden on operating a less than full vehicle during these medical trips.



### **State Funding Sources**

The State of North Carolina provides three key funding sources for CCTS: the Elderly & Disabled Transportation Assistance Program (EDTAP), Employment Transitional / Employment Transportation Program (EMPL) and the Rural General Public (RGP) program. These programs are part of the broader Rural Operating Assistance Program (ROAP), which is administered by the Public Transportation Division of NCDOT. Local recipients are county governments, who then distribute fund to designated recipients such as CCTS that must submit grant applications and meet program requirements. ROAP funds are to be used for trips or other services; not for capital or administrative expenses.

All 100 North Carolina counties are eligible to receive a formula-based allocation for EDTAP and Employment Transitional/Employment Transportation. Only those counties providing transportation services to the general public are eligible to receive RGP allocations. Counties have the ability to transfer Employment Transportation Assistance funds, all or in part, to the EDTAP and/or RGP programs provided such funds are not needed to provide employment trips or eligible other services. CCTS FY 2009 funding allocation for these programs is shown in Figure 15.

A matrix of eligible uses for these programs is depicted in Figure 16.

**The Elderly and Disabled Transportation Assistance Program (EDTAP)** provides operating assistance funds for the transportation of the state's elderly and disabled citizens. This transportation assistance allows these individuals to reside for a longer period in their homes, thereby enhancing their quality of life. Program funds may only be used to purchase additional trips and are not to be used to supplant existing funds used for client transportation. These funds are available at 100% of the program allocation and do not require a local funding match.



### **Cabarrus County Coordinated Transportation Plan**

For the purposes of EDTAP, an elderly person is defined as one who has reached the age of 60 or more years. A disabled person is defined as one who has a physical or mental impairment that substantially limits one or more major life activities, an individual who has a record of such impairment, or an individual who is regarded as having such impairment.



CCTS receives state funding through the Rural Operating Assistance Program to transport many of its passengers.

A fare may be charged for eligible EDTAP services. Any fares collected must be used to provide more EDTAP transportation service. EDTAP funds are to be used to provide trips and/or other services for elderly and disabled individuals when other funding sources are not available. Priority should be given to the Section 5311 Community Transportation System providing coordinated transportation services in the county. If the EDTAP funds are sub-allocated to other agencies besides the Community Transportation System, these other agencies are

encouraged to coordinate EDTAP-funded transportation trips with the local Community Transportation System. EDTAP funds may be used as matching funds for 5310, 5311 operating, 5316 and 5317 federally funded transportation programs as appropriate. EDTAP funds cannot be transferred to any other ROAP program.

**The Employment Transitional/Employment Transportation (EMPL) program** is intended to provide operating assistance for transitional employment and general public employment transportation needs. The funds should be used to support the employment transportation needs of individuals who are not eligible to receive benefits from the Temporary Assistance for Needy Families (TANF) program as well as employment trips for the general public. These funds are also available at 100% of the program allocation and do not require a local funding match.

**Figure 15: FY14 CCTS Allocation**

Funding Source	FY 14 Allocation
EDTAP	\$70,996
EMPL	\$22,817
RGP	\$45,261
Supplemental EDTAP	\$33,403
Supplemental EMPL	\$0
Supplemental RGP	\$51,469
<b>Total</b>	<b>\$223,946</b>

The rules of the program stipulate priority be given to the employment transportation needs of individuals that are not eligible to receive benefits from the Temporary Assistance for Needy Families (TANF) program or to participants in Workforce Development Programs, but the transportation disadvantaged public with employment-related transportation needs can also be served with EMPL funding. Certification of this eligibility is the responsibility of CCTS.

Employment Transportation Assistance funds can only be sub-allocated to the Department of Social Services, Workforce Development Programs or to the Community Transportation System. EMPL funds may be used as matching funds for 5310, 5311 operating, 5316 and 5317 federally funded transportation programs as appropriate.

Formula Employment Transportation Assistance Program funds may be transferred to EDTAP or RGP if the funds are not needed for employment transportation needs within the county.



### **Cabarrus County Coordinated Transportation Plan**

Supplemental EMPL funds cannot be transferred to the EMPL Program. The county must ensure that Work First and general public employment transportation needs are carefully and thoroughly assessed prior to transferring any EMPL funds to EDTAP or RGP.

**The Rural General Public Program (RGP)** operating funds are intended to provide transportation services to individuals who are not human service agency clients. The funds must be utilized in a manner consistent with the respective RGP Service Plan for the county/service area. CCT is required to match the allocated program funding with 10% local funds from fares or other sources, with the state allocation paying for 90% of the program costs. To use RGP funds, the passenger must live in the non-urbanized area of a county and either the origin or destination of the trip must be in the non-urbanized area.

The formula RGP funds must be sub-allocated to the Community Transportation System. RGP funds should be used to provide transportation services to individuals not eligible for transportation services funded by any other means. RGP funds may be used as matching funds for Sections 5310, 5311, 5316 and 5317 federally funded transportation programs for only operating match, as appropriate. RGP funds cannot be transferred to any other ROAP program.

*Figure 16: Eligible Trips Purposes for Use of EDTAP & RGP Funding<sup>4</sup>*

Trip Purpose	EDTAP	EMPL	RGP
<b>Trip Based Services:</b> Trips may be provided by car/vanpool, taxi, public transit vehicle, private transit vehicle, agency vehicle or mileage reimbursement to a volunteer. The most cost-effective option should be chosen. Public /Private transportation providers shall be reimbursed based on the fully allocated cost per mile, per hour, or per passenger trip. Volunteers can be reimbursed for mileage only. If a human service agency uses an agency vehicle to provide the trip, the agency must include the fully allocated cost of a trip in their reimbursement request including fuel, staff time and benefits, depreciation, vehicle insurance and licensing.			
Personal care, non-emergency medical appointments, pharmacy pickup, shopping, bill paying, public hearings, committee meetings, classes, banking, etc.	Yes	No	Yes
Job fair attendance, job readiness activities or training	Yes	Yes	Yes
Transportation to Workplace (trip must be scheduled by the individual passenger)	Yes	Yes	Yes
Child(ren) of Working Parent transported to Child Care	No	Yes	Yes
Group field trips/tours to community special events	No	No	No

<sup>4</sup> State of North Carolina. *Elderly and Disabled Transportation Assistance Program (E&DTAP), Rural General Public (RGP), Work First Transitional / Employment Transportation Assistance Program, Rural Operating Assistance Program (ROAP)*. April 2009.



### Cabarrus County Coordinated Transportation Plan

Overnight trips to out-of-county destinations	No	No	No
Human Service Agency appointments	Yes	No	Yes
<b>Other Services</b> – Includes expenses incurred transporting a passenger to a destination without using a public transit system, private transit or agency vehicle.			
Fuel (gas voucher, gas card, reimbursement to fuel provider)	Yes	Yes	Yes
Maintenance Repairs to personal cars (must own the car).	No	Yes	No
Personal car insurance 1 time payment that can cover needs up to 3 months.	No	Yes	No

#### MAJOR FINDINGS AND RECOMMENDATIONS

The needs identification step of this planning process made clear that there are many people and organizations willing, able and eager to be involved in creating a better coordinated public transportation-human service transportation system in Cabarrus County and regional partners. The Cabarrus County region is fortunate to have such strong commuting patterns, as well as employment and population growth, which allow the area transit providers to plan and provide effective services to meet the needs of a variety of populations.

In the prioritized listing of identified needs, gaps and barriers the top issue at the workshops was expanding the days, hours and reach of the existing systems as development and employment move beyond the traditional borders of the systems of the Cabarrus County. The desire for Sunday service, both for work and for socialization was frequently expressed as a part of the desire for expanded service.

The next most important need to the participants in the workshops as well as to people who commented outside of the workshops was for information about public transportation services. Other needs, gaps or barriers identified by people who were unaware of existing services that filled those needs further reinforced the need for information. Several who took the time to participate in this process made clear that there are gaps in the current systems of communication with people who have low vision.

The path to a truly coordinated system that fits the needs of most residents will be long, and possibly difficult, but it is an important goal. The diversity of the development patterns and the character of the communities included in the region are great, but the development of this plan is an important first step. Implementation will show the coordination, effectiveness, and need for comprehensive and coordinated public transportation services in the area.



## **Cabarrus County Coordinated Transportation Plan**

### **JARC & New Freedom Grant Recommendations**

Attendants at the meeting agreed that CCTS continue its efforts to keep the Cabarrus Links Project in the communities of Harrisburg, Midland, and Mount Pleasant. The group felt CCTS should apply to extend the JARC project and seek additional funding to carry on this project connecting the eastern part of Cabarrus County to Concord and Concord Mills areas. They felt that employment opportunities offered in the Concord Mills area was an important part of the overall plan and wish to see this project expanded.



**Cabarrus County Coordinated Transportation Plan**

**MEETING SIGN-IN SHEET**

Project: Coordinated Transportation Plan	Meeting Date: September 24, 2009
Facilitator: Randy Bass/Jack Flaherty	Place/Room: David H. Murdock Core Laboratory Building - Event Room

Name	Signature	Name	Signature
Bob Carruth		Julia Patterson	<i>Julia Patterson</i>
Bobby Smith		Michael Justin	
Cindy Hall		Janet Purser	<i>Janet Purser</i>
Judy Coble	<i>Judy Coble</i>	Larry Belk	<i>Larry Belk</i>
Stacie Burwitz		Vera Andrews	<i>Vera Andrews</i> ✓
Tom Teal		Bob Bushey	<i>Bob Bushey</i>
L.J. Weslowski	<i>L.J. Weslowski</i>	Blondell Joseph	<i>Blondell Joseph</i>
Carol L. Cheatham	<i>Carol L. Cheatham</i>	Steve Cude	<i>Steve Cude</i> ✓
Gary Caton	<i>Gary Caton</i>	Randy Bass	<i>Randy Bass</i> ✓
Gaye McConnell	<i>Gaye McConnell</i>	Terry Joe	<i>Terry Joe</i>
Tara Vogelien	<i>Tara Vogelien</i>	Stacey Stewart	<i>Stacey Stewart</i>
Sheetal Ghelani		Erica Bogan	<i>Erica Bogan</i> Sig. on Back Sheet ✓
Eddie Smith	<i>Eddie Smith</i>	Nancy Boyden	
Jack Flaherty	<i>Jack Flaherty</i>	Mike Downs	<i>Mike Downs</i>
Michelle Smith	<i>Michelle Smith</i>	David Pugh	<i>David Pugh</i>
Tony Harris	<i>Tony Harris</i>	Vicki Proctor	<i>Vicki Proctor</i>
Jodi Ramirez	<i>Jodi Ramirez</i>	Dave Hunter	<i>Dave Hunter</i>
Ronald Bushey	<i>Ronald Bushey</i>	Deborah Carter	<i>Deborah Carter</i>
Trish Baker	<i>Trish Baker</i>	Mike Legg	<i>Mike Legg</i>

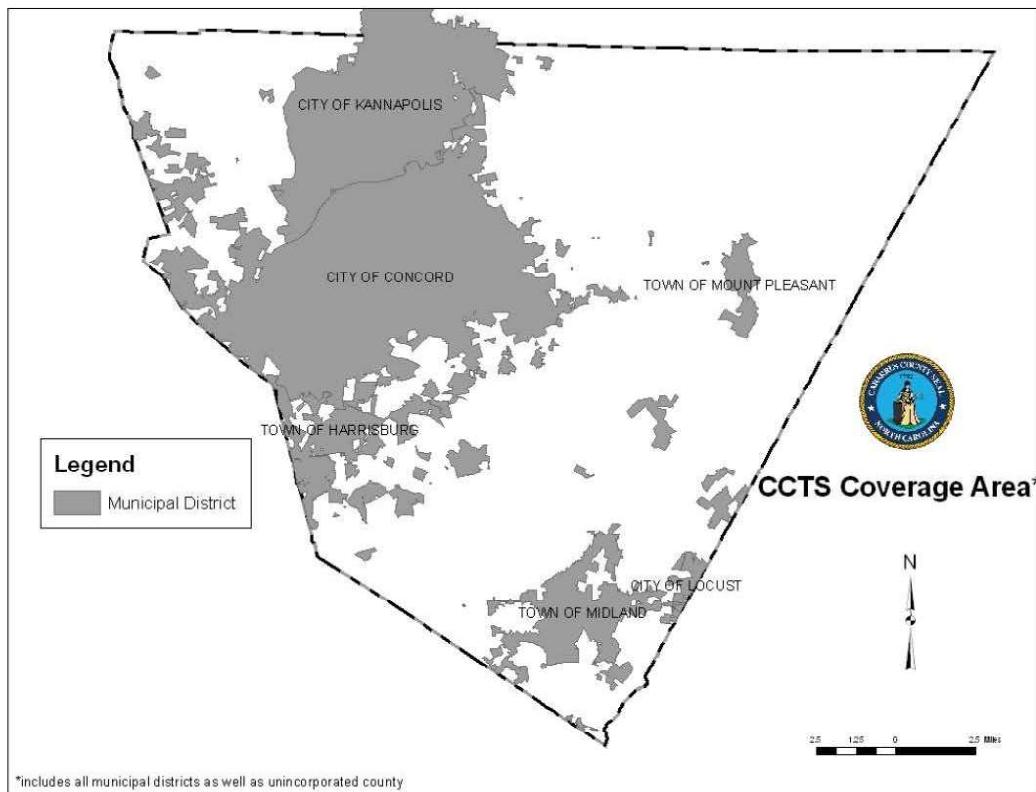


**Cabarrus County Coordinated Transportation Plan**

## MEETING SIGN-IN SHEET

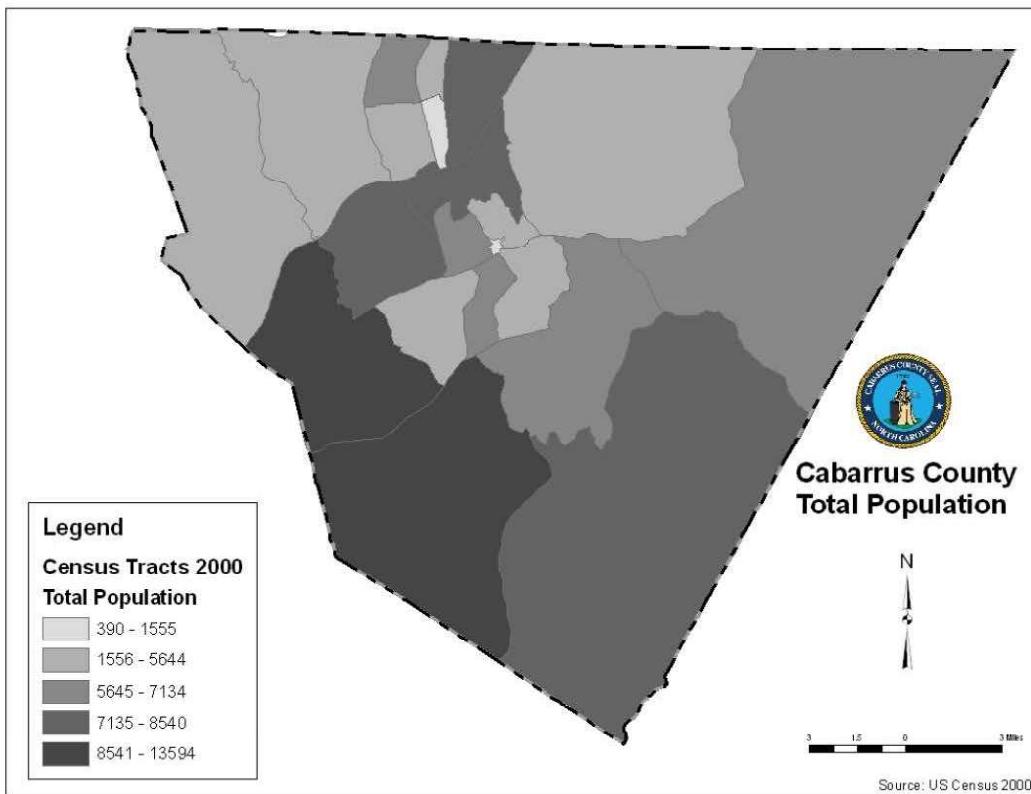


### Cabarrus County Coordinated Transportation Plan



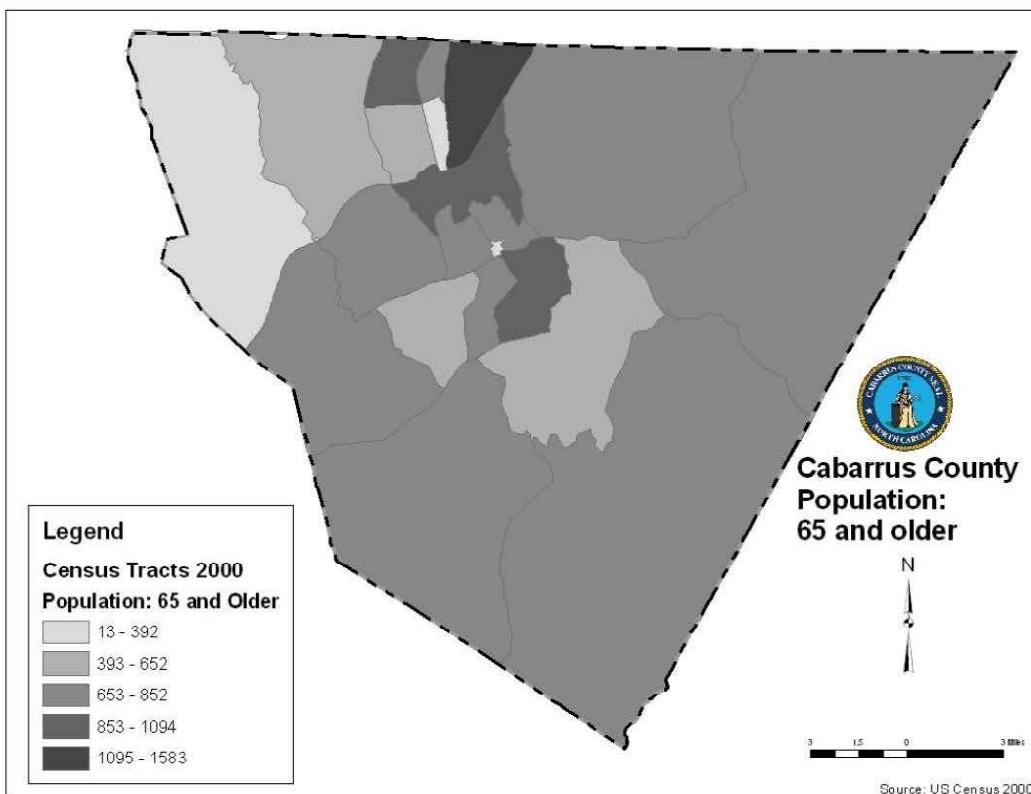


### **Cabarrus County Coordinated Transportation Plan**



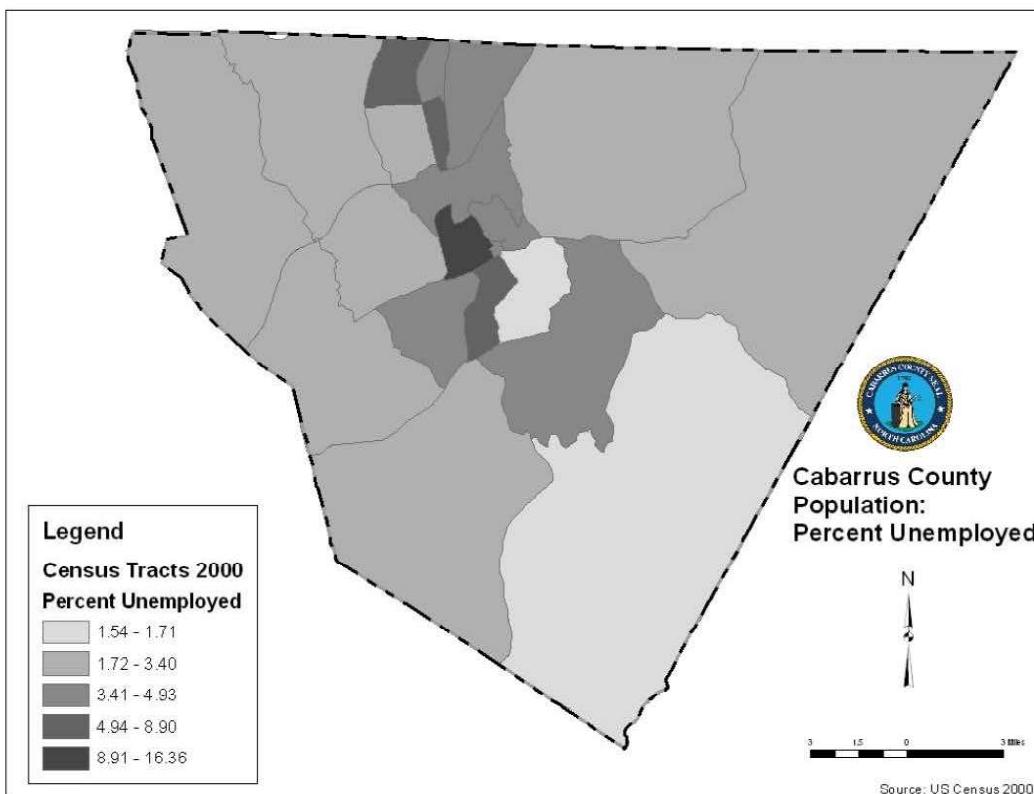


### **Cabarrus County Coordinated Transportation Plan**





### **Cabarrus County Coordinated Transportation Plan**





## Section 5310 Funding Program Application

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Please complete Parts I – III of the 5310 Funding Program Application. Return the completed application to City of Concord as noted in the Application Process Section.

\*This application should reflect a true project and total project costs; not total funding available.

### Part I – Funding Request

#### Applicant Information

Organization Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

How would you describe your organization:

Has your organization ever been awarded federal funding?

If yes, please list the funding sources: \_\_\_\_\_

#### Project Information

Title: \_\_\_\_\_

Brief Description:

Service days/hours (if applicable): \_\_\_\_\_

Estimated Cost per One-Way Trip (if applicable): \_\_\_\_\_

Estimated Daily Riders per Weekday/Weekend (if applicable): \_\_\_\_\_

## **Part II – Project Narrative**

Please complete the Project Narrative questions below. These questions closely align with the Project Selection Criteria included in the 5310 Program Management Plan.

### **Expanded Project Description**

*Please use this space to expand on your project description beyond the brief description provided in Part I of the application.*

### **Project Needs**

*How is the proposed project consistent with eligible 5310 program activities and objectives of the 5310 program?*

*Describe how the project will increase or enhance the availability of transportation for the elderly and disabled populations in the Cabarrus-Rowan Urbanized Area?*

*What need(s) does the project address in the Local Coordinated Plan? Please provide the page number(s) in the Local Coordinated Plan your project corresponds with.*

*Does the project provide a service or investment that otherwise would not be available? If so, please explain.*

### **Project Planning and Implementation**

*Describe how the proposed project might coordinate or link with other transportation providers or transportation stakeholders?*

*Describe the project timeline and project lifespan?*

*Please note how you plan to market your proposed project? If an existing service, note how your service is currently marketed?*

*When could your project begin upon receiving funding? Describe the process your organization would take to implement the project.*

### **Project Budget**

Draft Program Management Plan

*In addition to filling out the Proposed Project Budget, note any plans for continued investment and/or maintenance for the proposed project after the 5310 funds are spent.*

## **Program Effectiveness and Evaluation**

*How does your organization plan to collect information to monitor quality control and customer satisfaction related to implementing the proposed project? Include in your description any measurable indicators you propose to use.*

## **Organizational Preparedness**

*Describe the staffing plan for this project. Who would be the primary staff person responsible for managing the grant? What other staff would be involved? Describe any relevant past experience or training these staff have in working on the type of project proposed.*

*Please note any experience your organization has with financial reporting such as quarterly reports, annual audits and/or other forms of financial reporting.*

*Describe any training, maintenance, inspections and/or service monitoring you plan to do focused on managing risk and providing safe services?*

## **Part III – Proposed Project Budget**

### **Project Funding**

Local matching funds are required for all application submittal. For projects requiring nontraditional (operating) funds the required match is 50% from non-federal transportation funds. For traditional (capital) projects the required match is 20% + from non-federal transportation funds. Some potential traditional match exceptions are noted in the FTA guidance and the City of Concord 5310 Program Management Plan.

Traditional Project:

Total Project Budget

Federal Share - 80%

Local Match - 20%

Non-Traditional Project:

Total Project Budget

Federal Share - 50%

Local Match - 50%

Local Match Fund Source: \_\_\_\_\_

Type of Accounting System Used:

Note: The applicant must demonstrate a commitment to provide local funding and provide appropriate documentation showing local funding is available. Documentation may be in the form of a letter or other supporting documentation noting where funds will be drawn from.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

EDC - Funding to Support the Spark and Retail Lab Programs at the Cabarrus Center for Innovation and Entrepreneurship

**BRIEF SUMMARY:**

Cabarrus Economic Development, Flywheel Foundation and the other partners that make up the Cabarrus Entrepreneurship Council continue to work together to offer programming at the Cabarrus Center that stimulate organic economic development. We are requesting \$25,000 per year for three years to amplify the impact proven by both the pilot Spark Grant and Retail Lab programs. Along with other municipal funding and corporate matches, this would allow the Cabarrus Center to offer multiple grant cycles each year.

**REQUESTED ACTION:**

Motion to approve requested funding to the Cabarrus Entrepreneurship Council in support of entrepreneurial programs and the necessary budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Page Castrodale, Cabarrus Economic Development Corporation Director

**BUDGET AMENDMENT REQUIRED:**

Yes

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

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**ATTACHMENTS:**

- Letter

# Flywheel Foundation

April 11, 2024

Mr. Mike Downs  
County Manager, Cabarrus County  
65 Church St S  
Concord, NC 28025

Dear Mr. Downs:

The Flywheel Foundation respectfully requests that Cabarrus County consider a request for \$25,000 to support administrative, operational and curricular costs associated with both Spark and Retail Lab programs provided by the Foundation. Matching funding for the grants awarded to selected companies will be raised from the private sector through the Flywheel Foundation. We greatly appreciate the County's previous support which, along with corporate sponsors and community partnerships, has helped us to serve over 85 companies in the Retail Lab and Spark Grant programs and distribute over \$120,000 in grants to entrepreneurs participating in programs at the Cabarrus Center. Due to the success of these initiatives, we have a demand that far exceeds our current capacity.

## **Spark Grant Program**

One of the most important and effective ways to stimulate entrepreneurship is through non-dilutive starter grants that attract entrepreneurs and provide enough capital in the form of seed money to motivate founders with ideas to work on customer validation and proof of concept. Companies selected to participate in the Health Equity Innovation Challenge receive Spark Grants and form a cohort that will go through an intensive 12-week educational and developmental process administered by the Flywheel Foundation using its accelerator framework, with mentors and subject matter experts provided by the sponsoring institutions and the [Cabarrus Center VMS](#) mentor program. An Accelerator Director working under the direction of the Flywheel Foundation guides the companies through milestone setting and weekly work plans.

## **Retail Lab**

We are currently in the middle of our 6<sup>th</sup> cohort of Retail Lab. Through the six-week course, the cohort focuses on Business Basics, Strategy, Branding and Marketing, E-commerce, Point-of-Sale and Inventory, and Real Estate/Licensing. With the support of the Flywheel Foundation, the Cabarrus Center for Innovation and Entrepreneurship, the Cabarrus Chamber of Commerce and the Small Business Center we continue to support graduates after program completion in the form of office hours and access to our mentor network. Cohort participants are offered a free 3-month residency at the Cabarrus Center and are required to enter into an agreement on use of funds, which must go to the development of their company with specific terms and conditions.

Three recent Retail Lab graduates have opened new retail businesses in downtown Concord, with two of them being featured on local news channels.

# Flywheel<sup>TM</sup> Foundation

The Flywheel Foundation's goal is to continue to support the County's strategies for economic development and to provide support for entrepreneurs and to develop a steady pipeline of startup activity.

Please let me know if you have any questions or would like additional information.

Kind regards,

*Jill Atherton*

Jill Atherton  
Executive Director



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Finance - Budget Amendment For Additional Tax Turnover To The Fire Districts

**BRIEF SUMMARY:**

This budget amendment is to adjust for an increase in revenues for the Fire Districts related to an increase in current year property tax collections and sales tax allocations, which corresponds to an increase in Fire District turnover.

**REQUESTED ACTION:**

Motion to approve the budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Jim Howden, Finance Director

**BUDGET AMENDMENT REQUIRED:**

Yes

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

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**ATTACHMENTS:**

- Budget Amendment

□ Budget Amendment - Backup

### Budget Revision/Amendment Request

Date: **5/20/2024**

Amount: **350,000.00**

Dept. Head: **Jim Howden (Prepared by Katrina Myers-Arnold)**

Department: **Finance**

Internal Transfer Within Department

Transfer Between Departments/Funds

**Supplemental Request**

**To increase Fire Districts' current year property tax collections as well as increase related districts' turnovers. Per the Fire Tax Districts budget ordinance, Section V. (7), upon notification of funding increases of revenues, the Manager may adjust budgets to match.**

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
430	6	2710-6011	Property Tax Current Year Coll	7,099,003.00	350,000.00		7,449,003.00
430	9	2710-975601	Con Rural	52,582.00	-		52,582.00
430	9	2710-9773	Rimer Fire	319,159.00	20,000.00		339,159.00
430	9	2710-9774	Mt Mitchel	131,480.00	12,000.00		143,480.00
430	9	2710-9775	Gold H VFD	52,556.00	2,500.00		55,056.00
430	9	2710-9776	Mt Pleasant	625,375.00	30,000.00		655,375.00
430	9	2710-9777	Kann Rural	236,312.00	12,000.00		248,312.00
430	9	2710-9778	Georgevill	297,610.00	17,000.00		314,610.00
430	9	2710-9779	Flowes St	321,397.00	-		321,397.00
430	9	2710-9780	Odell	1,100,721.00	30,000.00		1,130,721.00
430	9	2710-9781	Richf VFD	11,792.00	2,500.00		14,292.00
430	9	2710-9783	Jackson Pk	247,631.00	30,000.00		277,631.00
430	9	2710-9784	Cold Water	335,329.00	12,000.00		347,329.00
430	9	2710-9785	Allen	702,724.00	20,000.00		722,724.00
430	9	2710-9786	Midland	1,138,412.00	70,000.00		1,208,412.00
430	9	2710-9788	Northeast	210,027.00	17,000.00		227,027.00
430	9	2710-9798	Harris VFD	1,315,896.00	75,000.00		1,390,896.00

**Budget Officer**

Approved

Denied

*Signature*

**County Manager**

Approved

Denied

*Signature*

**Board of Commissioners**

Approved

Denied

*Signature*

*Date*

*Date*

*Date*

<b>ORG</b>	<b>OBJ</b>	<b>ACCOUNT DESCRIPTION</b>	<b>APPROVED</b>	<b>YTD</b>
			<b>BUDGET</b>	<b>EXPENDED</b>
43092710	975601	Con Rural	52,582.00	44,274.06
43092710	9773	Rimer Fire	319,159.00	297,924.52
43092710	9774	Mt Mitchel	131,480.00	123,111.94
43092710	9775	Gold H VFD	52,556.00	49,573.51
43092710	9776	Mt Pleasant	625,375.00	593,057.18
43092710	9777	Kann Rural	236,312.00	218,994.65
43092710	9778	Georgevill	297,610.00	284,600.41
43092710	9779	Flowes St	321,397.00	282,021.19
43092710	9780	Odell	1,100,721.00	1,039,088.06
43092710	9781	Richf VFD	11,792.00	12,038.57
43092710	9782	Poplar Ten	-	-
43092710	9783	Jackson Pk	247,631.00	246,871.64
43092710	9784	Cold Water	335,329.00	313,265.77
43092710	9785	Allen	702,724.00	651,721.32
43092710	9786	Midland	1,138,412.00	1,152,116.73
43092710	9788	Northeast	210,027.00	200,766.91
43092710	9798	Harris VFD	1,315,896.00	1,284,517.91
43092710	9799	Enochv VFD	-	-
			<b>7,099,003.00</b>	<b>6,793,944.37</b>

FEBRUARY REAL AMOUNT	FEBRUARY NCVTS AMOUNT	FEBRUARY NCVTS INT AMOUNT	4 MONTH EXPENSE PROJECTION
176.19	557.12	1.70	2,940.04
5,803.90	3,717.65	10.23	38,127.12
2,703.41	2,095.39	5.97	19,219.08
627.79	523.99	1.70	4,613.92
8,115.43	6,018.19	16.19	56,599.24
3,173.06	3,462.15	9.38	26,578.36
3,410.10	3,355.58	9.38	27,100.24
2,165.04	2,931.68	7.67	20,417.56
10,936.32	10,769.08	28.98	86,937.52
273.93	33.83	-	1,231.04
-	-	-	-
3,473.93	3,785.41	10.23	29,078.28
4,150.99	3,765.94	10.23	31,708.64
8,847.97	8,274.30	22.16	68,577.72
5,984.50	6,268.89	17.05	49,081.76
3,858.94	1,949.91	5.11	23,255.84
14,340.71	11,178.94	30.68	102,201.32
-	-	-	-
<b>78,042.21</b>	<b>68,688.05</b>	<b>186.66</b>	<b>587,667.68</b>

<b>TOTAL PROJECTED</b>		<b>OVER/UNDER</b>	<b>FY 24 BUDGET</b>	<b>REVISED</b>
<b>YTD EXPENDED</b>	<b>THRU JUNE 2024</b>	<b>BUDGET</b>	<b>AMENDMENT</b>	<b>BUDGET</b>
	47,214.10	5,367.90		52,582.00
	336,051.64	(16,892.64)	20,000.00	339,159.00
	142,331.02	(10,851.02)	12,000.00	143,480.00
	54,187.43	(1,631.43)	2,500.00	55,056.00
	649,656.42	(24,281.42)	30,000.00	655,375.00
	245,573.01	(9,261.01)	12,000.00	248,312.00
	311,700.65	(14,090.65)	17,000.00	314,610.00
	302,438.75	18,958.25	-	321,397.00
	1,126,025.58	(25,304.58)	30,000.00	1,130,721.00
	13,269.61	(1,477.61)	2,500.00	14,292.00
	-	-	-	-
	275,949.92	(28,318.92)	30,000.00	277,631.00
	344,974.41	(9,645.41)	12,000.00	347,329.00
	720,299.04	(17,575.04)	20,000.00	722,724.00
	1,201,198.49	(62,786.49)	70,000.00	1,208,412.00
	224,022.75	(13,995.75)	17,000.00	227,027.00
	1,386,719.23	(70,823.23)	75,000.00	1,390,896.00
	-	-	-	-
	<b>7,381,612.05</b>	<b>(282,609.05)</b>	<b>350,000.00</b>	<b>7,449,003.00</b>

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Finance - FLP Insurance Proceeds

**BRIEF SUMMARY:**

Final two insurance proceeds totaling \$1,221,598 have been received for the Frank Liske Park Barn and Silo fire. These funds have been recorded in our Workers Comp and Property Liability Fund and will be moved into the County Capital Project Fund for the Frank Liske Barn Project.

**REQUESTED ACTION:**

Motion to approve County Capital Project Fund Ordinance and corresponding budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Jim Howden, Finance Director

**BUDGET AMENDMENT REQUIRED:**

Yes

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

---

**ATTACHMENTS:**

- ❑ Project Ordinance
- ❑ Budget Amendment
- ❑ Insurance Checks Copies

# 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	\$ 60,904,154
Debt Proceeds 2022 Draw Note	103,458,267
Debt Proceeds 2024 Debt Program	131,269,664
Debt Proceeds 2026 Debt Program	10,500,000
Contributions from Capital Projects Fund	24,696,943
Contribution from General Fund	40,372,704
Contribution from Capital Reserve Fund	2,728,681
Contribution from Internal Service Fund	2,287,024
Contribution from Community Investment Fund	25,088,328
State Allocation	40,700,000
PARTF Grant	500,000
Interest	2,670,538
<b>TOTAL REVENUES</b>	<b>\$445,176,303</b>

- C. The following appropriations are made as listed.

Courthouse Site Enabling Construction & Renovation	\$ 148,240,251
Exterior Repairs to Multiple Buildings	326,174
Contribution to Capital Reserve (Reimb for Skylight Project)	2,085,000
West Cabarrus High School Artificial Turf Fields	2,566,810
Frank Liske Barn Replacement	7,764,393
Legal / Closing Expenses	952,508
Emergency Equipment Warehouse/ ITS Location	15,867,999
Fiber Infrastructure Improvement	799,000
Sheriff Training & Firing Range Renovations	2,200,000
Human Services HVAC	180,000
Frank Liske Park ADA Renovations	1,450,000
Frank Liske Park Playground Replacement	203,600
Camp Spencer Vending & Archery Building	526,998
West Cabarrus Library & Senior Center	30,400,000
Deferred Maintenance Projects	11,871,450
EMS Headquarters	21,007,999
Mt. Pleasant Library / ALC / Foil Park Project	26,500,001
Northeast Area Land	4,729,117
Mental Health Facility	36,564,170
Other Improvements Unallocated	1,924,031

Enterprise Physical Security Project (ITS)	807,000
Concord Senior Center Overflow Parking Lot	550,000
Contribution to the General Fund	47,500
Frank Liske Park Softball Complex Utilities	410,000
Rob Wallace Park	1,433,504
Animal Shelter Expansion	275,000
Frank Liske Park Stormwater Project	570,803
Northeast Cabarrus Radio Tower Project	2,439,172
Milestone Building	8,150,000
Fire Services Building	370,000
Frank Liske Park Tennis Court	280,000
Frank Liske Park Multiple Projects	5,600,000
Government Center Building Repair	450,000
Public Safety Training Center	37,073,823
Human Services Facility	64,365,000
Frank Liske Park Mini-Golf and Office (ADA)	1,100,000
Boardwalk at Vietnam Veterans Park	95,000
Land Acquisition	4,000,000
Chiller Replacement at Sheriff's Admin Office	1,000,000
<b>TOTAL EXPENDITURES</b>	<b>\$445,176,303</b>

<b>GRAND TOTAL – REVENUES</b>	<b>\$445,176,303</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$445,176,303</b>

## Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  1. 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 21st day of August 2023.

CABARRUS COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

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

## Budget Revision/Amendment Request

Date: 5/20/2024

Amount: 1,221,598.00

Dept. Head: James Howden

Department: Finance, Fund 380 & 600

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

This budget amendment is recognize insurance proceeds for the Frank Liske Park Barn and Silo Fire. It moves the proceeds from our Liability Insurance Fund to the Frank Liske Barn Project in the Capital Project Fund.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
600	6	1919-9708	Insurance Funds	-	1,221,598.00		1,221,598.00
600	9	1919-9708	Contribution to Capital Project Fund	-	1,221,598.00		1,221,598.00
380	6	8140-6931-BARN	Contribution from Internal Service Fund	1,065,425.00	1,221,598.00		2,287,023.00
380	9	8140-9704-BARN	Contribution to Gen Fund / Comm Inv. Fund	-	1,221,598.00		1,221,598.00

### Budget Officer

Approved  
 Denied

### County Manager

Approved  
 Denied

### Board of Commissioners

Approved  
 Denied

Signature

Signature

Signature

Date

Date

Date

**CABARRUS COUNTY - PROD****G/L ACCOUNT DETAIL**

Org: 60061919 Object: 6804  
Insurance Funds 600 -00-00-6-1919-6804 -

YEAR	PER	JOURNAL	EFF DATE	SRC	T	PO/REF2	REFERENCE	AMOUNT	P	CHECK	NO	WARRANT	VDR	NAME/ITEM DESC	COMMENTS
2024	09	90301	03/05/2024	CRP	1	64072		-774,811.00	Y		0		TRAVELERS	INSURANCE	
2024	04	40846	10/18/2023	GEN	1		ADJUST	-446,787.30	Y		0			MOVE TO C	
2024	03	30362	09/15/2023	CRP	1	60414		-3,119.07	Y		0		VFIS	INSURANCE	

Total Amount: -1,224,717.37

\*\* END OF REPORT - Generated by James Howden \*\*

THE TRAVELERS - TRAVELERS - PROPERTY  
 TRAVELERS - PROPERTY CLAIM  
 P.O. BOX 430  
 BUFFALO NY 14240-0430  
 SA01363

891A 93792007



CABARRUS COUNTY - JON BRADLEY  
 65 CHURCH STREET SE  
 CONCORD NC 28025

DATE: 02/27/24  
 LOSS DATE: 03/25/20  
 FILE NUMBER: 877 FR DJD7754 J

AGENT: GALLAGHER\ARTHUR J\& CO

ACCOUNT NAME:  
 CABARRUS COUNTY

THE TRAVELERS INDEMNITY COMPANY

**EXPLANATION OF PAYMENT**

Building - Ordinance or Law \$774811.00  
 TOTAL PAID **\$774811.00**

**RECEIVED**

ENTERED  
 Esa  
 64072

MAR 04 2024  
 BY: Sarah Lath

BOOL PAYMENT  
 FIRE DAMAGES AT FRANK LISKE PARK - BARN & SILO

60061919-6804 (property liability)

FOR ADDITIONAL INFORMATION, CONTACT: PAUL SUTHERLAND AT (443)610-2022

058001383  
 DETACH CHECK

UNSUMM 11131  
 OVRPUNS2-121291  
 DETACH CHECK

F.O. DUA 430  
BUFFALO NY 14240-0430

SA01492

# TRAVELERS

DATE: 10/13/23  
LOSS DATE: 03/25/20  
FILE NUMBER: 877 FR DJD7754 J

AGENT: GALLAGHER\ARTHUR J\& CO

ACCOUNT NAME:  
CABARRUS COUNTY

THE TRAVELERS INDEMNITY COMPANY

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## EXPLANATION OF PAYMENT

---

Building \$446787.30  
TOTAL PAID **\$446787.30**

## RECEIVED

OCT 17 2023  
BY: Sarah Lettin

BUILDING REPLACEMENT COST BENEFITS

**FIRE DAMAGES AT FRANK LISKE PARK -- BARN & SILO**

ENTERED  
ESO  
61157

40061919 - 4804

---

FOR ADDITIONAL INFORMATION, CONTACT: PAUL SUTHERLAND AT (443)610-2022

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Finance - Rowan County Lottery Proceeds

**BRIEF SUMMARY:**

Lottery revenues allocated for Kannapolis City Schools are transferred by the State to Cabarrus County's Disbursing Account, including the funds associated with the Kannapolis City Schools that are located in Rowan County.

Rowan County has submitted a disbursement request to the State for \$152,700 to be used for debt service which has been approved.

Since the funds are passed through Cabarrus County's general ledger, we are required to prepare an updated Project Ordinance and corresponding budget amendment in order to release the funds to Rowan County.

**REQUESTED ACTION:**

Motion to approve updated Public School Building Capital Fund Project Ordinance and corresponding budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Jim Howden, Finance Director

**BUDGET AMENDMENT REQUIRED:**

Yes

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

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### **ATTACHMENTS:**

- Rowan County Funding Application
- Project Ordinance
- Budget Amendment

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

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



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

County: Cabarrus/Rowan County

Contact Person: Anna Bumgarner

LEA: Kannapolis City (#132)

Title: Finance Director

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

Phone: 704-216-8174

Project Title: 2023-24 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

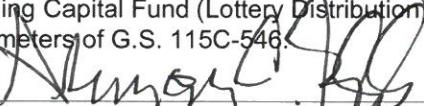
**Estimated Costs:**

Purchase of Land	\$	
Planning and Design Services		
New Construction		
Additions / Renovations		
Repair		
Debt Payment / Bond Payment		152,700.00
<b>TOTAL</b>	<b>\$</b>	<b>152,700.00</b>

Estimated Project Beginning Date: 07/01/23      Est. Project Completion Date: 06/30/24

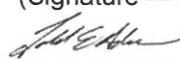
We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 152,700.00 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)

3/4/24

(Date)

  
(Signature — Chair, Board of Education)

2/21/2024

(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	\$21,467,010
------------------	--------------

<b>TOTAL REVENUES</b>	<b>\$21,467,010</b>
-----------------------	---------------------

- D. The following appropriations are made as listed.

Capital Outlay	\$1,204,849
Transfer to Community Investment Fund	17,680,000
Transfer to Capital Project Fund	<u>2,582,161</u>

<b>TOTAL EXPENDITURES</b>	<b>\$21,467,010</b>
---------------------------	---------------------

<b>GRAND TOTAL – REVENUES</b>	<b>\$21,467,010</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$21,467,010</b>

## Section II.

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

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

Section III.

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

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

Adopted this the 20th day of May 2024.

CABARRUS COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

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

## Budget Revision/Amendment Request

Date: **5/20/2024**

Amount: **152,700.00**

Dept. Head: **James Howden**

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 \$152,700.00 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	1,052,149.00	152,700.00		1,204,849.00
320	9	7210-9702 0617	Kannapolis City Schools	1,052,149.00	152,700.00		1,204,849.00

### Budget Officer

Approved  
 Denied

### County Manager

Approved  
 Denied

### Board of Commissioners

Approved  
 Denied

Signature

Signature

Signature

Date

Date

Date

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Fire Marshal - Fire District Boundary Change

**BRIEF SUMMARY:**

The property owned by James and Janet Lentz is currently divided between two fire districts; Cold Water and Mt. Pleasant Rural. The property owners have petitioned the county to have the entirety of their property moved into the Cold Water Fire District. The Mt. Pleasant Rural Fire District would see an approximate \$300 a year loss in revenue by the change.

**REQUESTED ACTION:**

Motion to schedule a public hearing on May 20th, 2024.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Fire Marshal Jacob Thompson

**BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ❑ Ordinance
- ❑ Districts Existing
- ❑ Districts Proposed
- ❑ Parcel Existing
- ❑ Parcel Proposed



**AN ORDINANCE CHANGING THE BOUNDARIES  
OF THE RURAL FIRE PROTECTION DISTRICTS  
WITHIN CABARRUS COUNTY**

**WHEREAS**, notwithstanding N.C.G.S. 69-25.11, the Cabarrus County Board of Commissioners may change the boundaries of fire districts in Cabarrus County by ordinance pursuant to section 19.1 of Chapter 558 of the 1987 Session Laws, as added by N.C. Sess. Laws 2006-1, and amended by N.C. Sess. Laws 2010-17; and

**WHEREAS**, upon the application of the owner or owners of Parcel No. 56502999180000, having an address of 4545 HWY 73 E, Concord, NC 28025 for the parcel to be removed from the Mt. Pleasant district and included in the Coldwater District; and

**WHEREAS**, the Cabarrus County Board of Commissioners held a public hearing on this ordinance on May 20, 2024, after public notice was given on May 6, 2024; and

**WHEREAS**, a map showing the proposed changes to the rural fire protection districts within Cabarrus County were made available in the office of the Clerk to the Board of Commissioners; and

**WHEREAS**, no area in the proposed fire districts will be in more than one district; and

**WHEREAS**, no area in the proposed fire districts will be within the corporate limits of a municipality.

**NOW, THEREFORE BE IT ORDAINED** by the Cabarrus County Board of Commissioners as follows:

**Section 1. Revision of Rural Fire Protection District Boundaries.**

The boundaries of the Rural Fire Protection Districts within Cabarrus County, North Carolina are revised as indicated in the map identified as "Proposed Fire Districts", which is attached to this ordinance and identified as Attachment A.

**Sec. 2. Effective date.**

This ordinance shall become effective on [REDACTED].

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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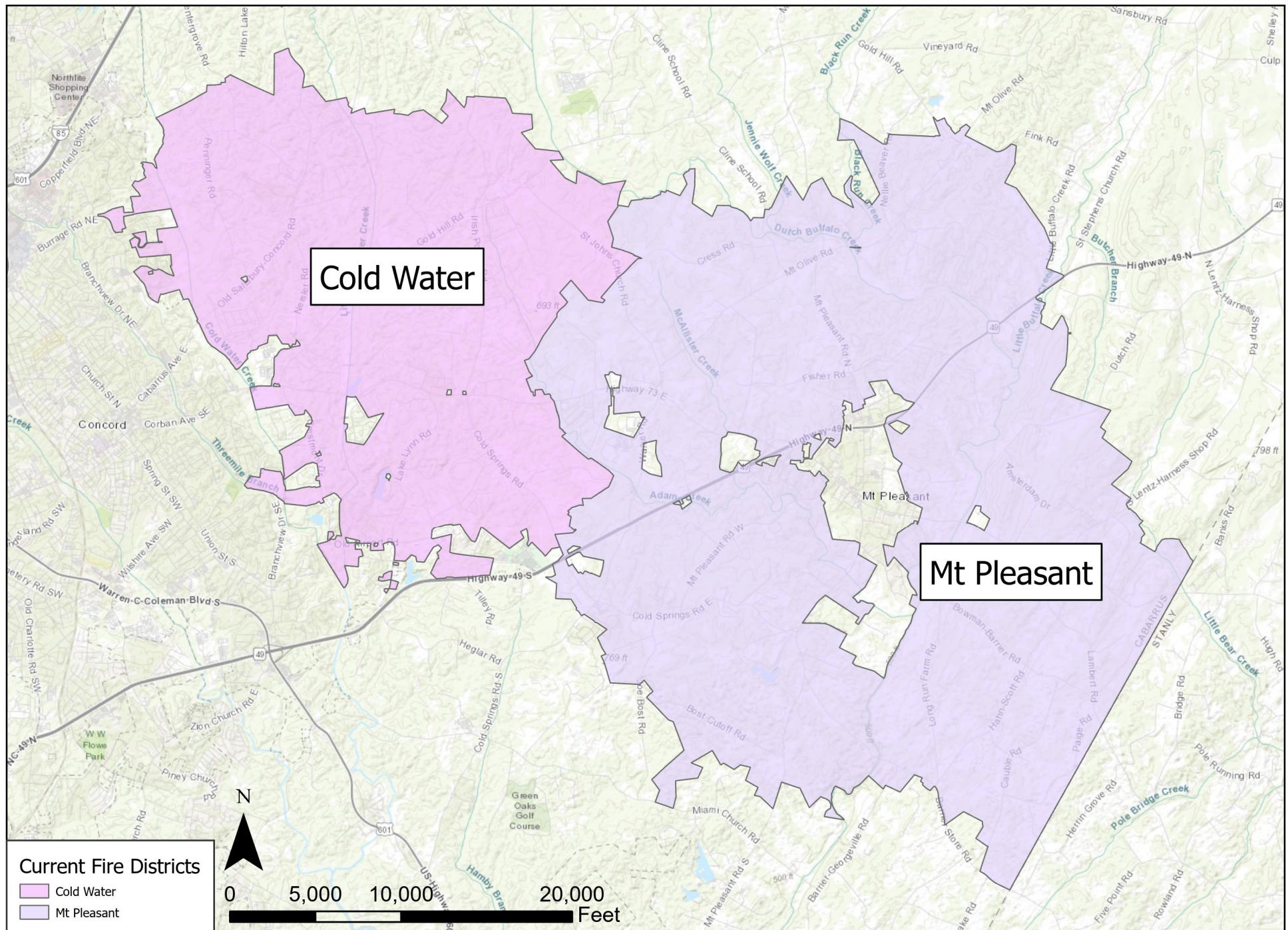
Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

Attest:

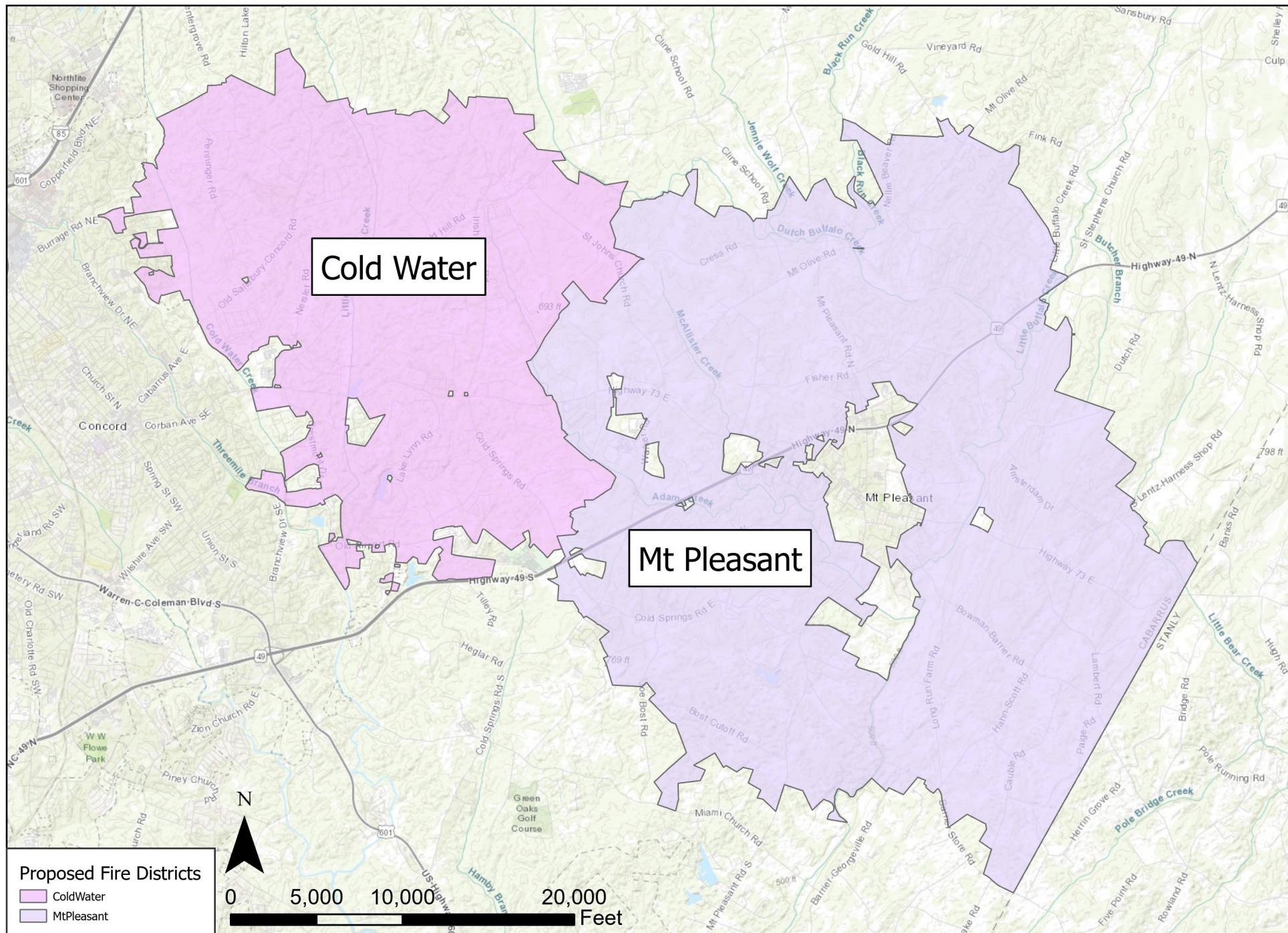
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Clerk to the Board

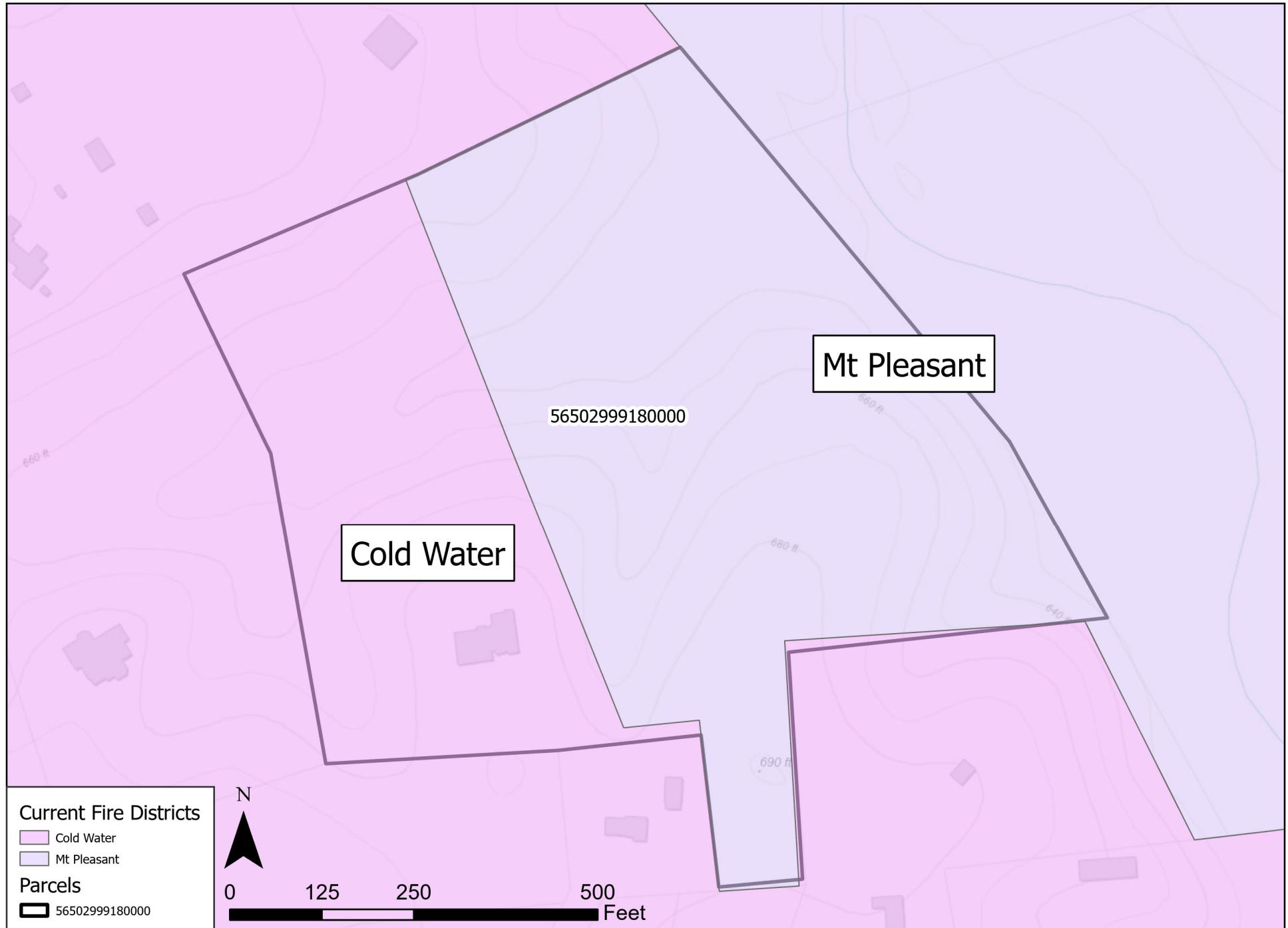
# Cold Water & Mt. Pleasant - Current Fire Districts



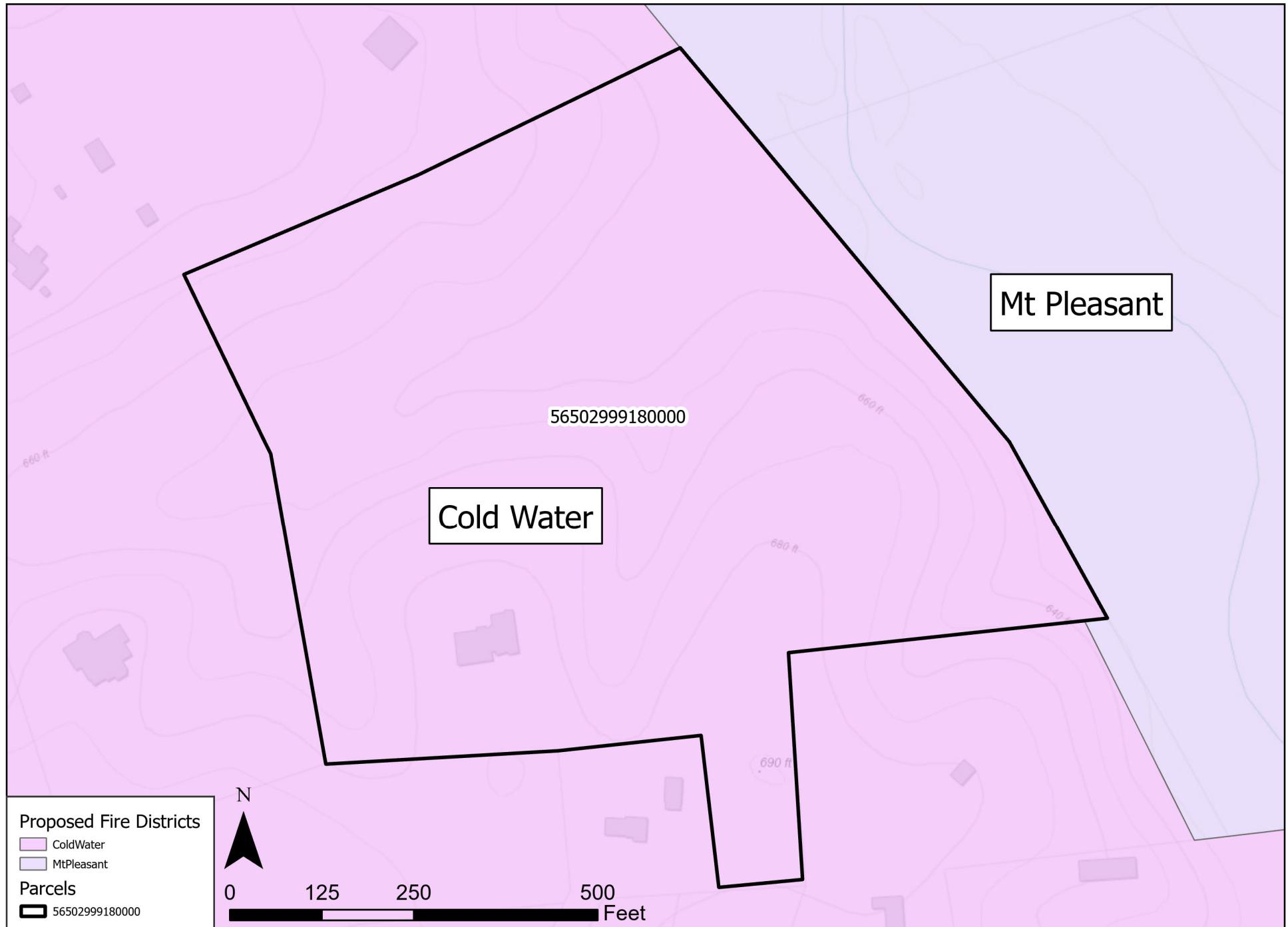
# Cold Water & Mt. Pleasant - Proposed Fire Districts



# Parcel #56502999180000 - Current Fire Districts



# Parcel #56502999180000 - Proposed Fire Districts



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Legal - Proposal to Lease Part of Hickory Ridge High School Property

**BRIEF SUMMARY:**

The Burg Church in Harrisburg approached the Cabarrus County School Board regarding purchasing a portion of the Hickory Ridge Middle School property. The Cabarrus County School Board voted on September 18th, 2023 to allow the church to purchase 2-3 acres of the site. The property is still in Cabarrus County's name due to financing of the school. The matter came before this Board and the Board approved the sale and upset bid process at the March 18, 2024, regular meeting. However, upon further investigation from county legal staff, there are challenges to obtaining a release for the portion of the property. Staff and Bond Counsel recommend the best course of action is to enter a 5-year lease contract with an option to purchase with the Church.

**REQUESTED ACTION:**

Motion to approve the Lease Agreement between Cabarrus County and the Burg Church for a portion of the Hickory Ridge Middle School property. Authorize the County Manager to execute the Agreement on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Evan Lee, General Counsel

**BUDGET AMENDMENT REQUIRED:**

No

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

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Planning - Community Development Budget Amendment

**BRIEF SUMMARY:**

The Community Development Division has generated additional revenues through the Housing and Home Improvement Program and Duke Rebate Program in recent months. The grants require that the program income be applied to the program that created it. Staff requests to place the additional revenues into expense line items for use.

**REQUESTED ACTION:**

Motion to approve the budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Robert Anderson, Community Development Manager

Susie Morris, Planning Director

**BUDGET AMENDMENT REQUIRED:**

Yes

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

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**ATTACHMENTS:**

□ Budget Amendment

## Budget Revision/Amendment Request

Date: **5/20/2024**

Amount: **12,457.97**

Dept. Head: **Susie Morris**

Department: **Community Development**

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

Purpose: To allocate HHI Program contributions received from HHI Service recipients per grant guidelines; To allocate Duke Rebate Program funds received for Weatherization Program jobs completed in homes where the electricity is provided by Duke Energy Carolinas.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	3250-6622	Home Improvement Program Fees	150.00	60.00		210.00
001	9	3250-9493-HHIMA	HHIMA Operations	6,073.00	60.00		6,133.00
460	6	3250-6841-DE	Duke Power Rebate	14,771.66	12,397.97		27,169.63
460	9	3250-9315-DE	Health & Safety Duke	46,516.89	12,397.97		58,914.86
<b>Total</b>							<b>92,427.49</b>

### Budget Officer

Approved

Denied

### County Manager

Approved

Denied

### Board of Commissioners

Approved

Denied

Signature

Signature

Signature

Date

Date

Date



## CABARRUS COUNTY

### BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Risk Management - Budget Amendment

**BRIEF SUMMARY:**

Budget amendment to transfer funds for a Sheriff's Department vehicle replacement involved in an accident.

**REQUESTED ACTION:**

Motion to suspend rules of procedure due to time constraints.

Motion to approve budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Jon Bradley - Risk and Safety Director

**BUDGET AMENDMENT REQUIRED:**

Yes

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

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**ATTACHMENTS:**

- Budget Amendment for Sheriff's Department Vehicle Replacement 04/03/24

## Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

**This budget amendment is transfer funds from Property and Liability Internal Service Fund to the General Fund (Sheriff's Department) to replace a wrecked vehicle. Asset number 8656 was involved in a crash in fiscal year 2023. Insurance settlement funds were received in fiscal year 2024.**

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
600	9	1919-9863	Motor Vehicles	26,000.00	-	26,000.00	-
600	9	1919-9641	Insurance Claims	550,000.00	-	6,005.00	543,995.00
600	9	1919-9704	Contribution to General Fund	49,000.00	32,005.00	-	81,005.00
001	6	2110-6931	Contribution from Internal Service Fund	-	32,005.00	-	32,005.00
001	9	2110-9863	Motor Vehicles	3,509,676.00	32,005.00	-	3,541,681.00

### Budget Officer

Approved  
 Denied

### County Manager

Approved  
 Denied

### Board of Commissioners

Approved  
 Denied

*Signature* \_\_\_\_\_

*Signature* \_\_\_\_\_

*Signature* \_\_\_\_\_

*Date* \_\_\_\_\_

*Date* \_\_\_\_\_

*Date* \_\_\_\_\_

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Rowan-Cabarrus Community College (RCCC) - Capital Project Budget Transfer Request

**BRIEF SUMMARY:**

RCCC is requesting a transfer of \$815,500 in Funding from Building S202 Renovation Project to the Building S201 HVAC Replacement Project

**REQUESTED ACTION:**

Motion to approve the budget transfer from one RCCC project to another along with the corresponding budget amendment and corresponding project ordinance.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Jonathan Chamberlain, Chief Officer Division of College Environment  
Jim Howden, Finance Director

**BUDGET AMENDMENT REQUIRED:**

Yes

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

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**ATTACHMENTS:**

- RCCC Memo Request
- Budget Amendment
- Project Ordinance



April 16, 2024

Cabarrus County Government  
County Manager's Office  
Attention: Mike Downs  
65 Church St S,  
Concord, NC 28025

Reference: Rowan-Cabarrus Community College

Subject: Budget Amendment – Transfer of \$815,500 in Funding from Building S202 Renovation Project  
to the Building S201 HVAC Replacement Project

Dear Mr. Downs:

Thank you for your continued partnership with Rowan-Cabarrus Community College and your invaluable support over the years. We have become aware of an opportunity under the Inflation Reduction Act (IRA) Energy Efficient Commercial Building Tax Credits (179D) to achieve a positive financial impact on these two projects at our South Campus. The Inflation Reduction Act extended the benefits for constructing high-efficiency buildings under 179D to the public and non-profit sectors, which allows us to apply for these “tax credit” reimbursements even though we do not have a federal tax liability. We would like to propose shifting funding from one project to the other to allow certain costs to qualify for federal reimbursement.

The proposed change is to take the air handling unit (AHU) replacement (which was always part of the project scope of work) out of the S202 Renovation Project, and shift it over to the S201 HVAC Replacement Project where the AHU, when combined with the geothermal chillers in that project which serve the entire campus, will trigger a qualifying event (achieving an expected increase in energy efficiency over 25%) that allows for up to 30% reimbursement of related costs. The amount for the design, furnishing, and installation cost of the AHU is estimated to be \$815,500, which should yield an estimated Energy Efficient Commercial Building reimbursement of roughly \$268,000.

Project	Current Budget	Proposed Change	Proposed Budget
Building S202 Renovation	\$2,260,000	(\$815,500)	\$1,444,500
Building S201 HVAC Replacement	\$5,335,000	\$815,500	\$6,150,500

Again, we thank you for your continued support of our county's community college. I know our staffs are working closely to make this transfer happen, and I welcome the opportunity to talk with you and the County Commission regarding this request. Please let me know if you have additional questions or need more information.

Sincerely,

Dr. Carol S. Spalding,  
President  
Rowan-Cabarrus Community College

cc:      Jonathan S. Chamberlain, Chief of College Environment  
                  Tara Trexler, Chief Financial Officer

## Budget Revision/Amendment Request

Date:  Amount:

Dept. Head:  Department:

Internal Transfer Within Department

Transfer Between Departments/Funds

INCL Supplemental Request

**Budget Amendment – Transfer of \$815,500 in Funding from Building S202 Renovation Project to the Building S201 HVAC Replacement Project**

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
390	6	7240-6902-DM23	Contribution from General Fund	2,260,000	-	815,500	1,444,500
390	9	7240-9501-DM23	Deferred Maintenance	2,260,000	-	815,500	1,444,500
390	6	7240-6902-SCAC	Contribution from General Fund	-	815,500		815,500
390	9	7240-9821-SCAC	Building Renovations	5,335,000	815,500		6,150,500

**Budget Officer**

Approved  
 Denied

**County Manager**

Approved  
 Denied

**Board of Commissioners**

Approved  
 Denied

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Date

Date

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	\$ 50,680,342
Contribution from Capital Projects Fund	9,383,614
Debt Proceeds 2020 Draw Note	45,227,096
Debt Proceeds 2022 Draw Note	57,105,056
Debt Proceeds 2024 Draw Note	74,001,750
Contribution from Capital Reserve Fund	693,429
Contribution from Convention & Visitors Bureau	1,550,000
NC Department of Transportation	1,950,000
 <b>TOTAL REVENUES</b>	 <b>\$240,591,287</b>

- C. The following appropriations are made as listed.

CCS Mobile Unit Renovation	\$ 3,300,000
R. Brown McAllister Replacement	48,326,750
Roberta Road Middle School	56,604,300
CCS New High School	9,508,821
CCS Southeast High School – Land purchase	1,816,320
Contribution to Capital Reserve	5,001,114
Early College Mobile Units	2,536,331
Mondo Track – JM Robinson High School	1,550,000
Deferred Maintenance Cabarrus County Schools	24,864,617
Deferred Maintenance Kannapolis City School	5,640,034
Deferred Maintenance Rowan Cabarrus Community College	2,652,500
Central Cabarrus Track	1,155,000
Hickory Ridge Football Field and Track	1,925,000
Tennis Courts – Cox Mill, Central Cabarrus, Northwest	1,495,000
Mary Frances Wall Renovations	11,000,000
Weddington Hills Elementary School HVAC	7,000,000
Concord High School HVAC	9,000,000
Opportunity School	9,535,000
Hickory Ridge High School Roof	2,550,000
Cox Mill Elementary School Roof	2,500,000
Wolf Meadow Elementary School Roof	2,000,000
Fred L. Wilson Elementary School Addition	12,000,000

Forest Park Elementary School HVAC	7,000,000
RCCC South Campus HVAC	6,150,500
Cabarrus Health Science Institution	2,000,000
Shady Brook Elementary School Chiller	450,000
Consulting – Project Process Review	30,000
Coltrane Webb STEM Elementary School	1,500,000
New Elementary School – Northwest or Southwest	1,500,000

**TOTAL EXPENDITURES** **\$240,591,287**

**GRAND TOTAL – REVENUES** **\$240,591,287**  
**GRAND TOTAL – EXPENDITURES** **\$240,591,287**

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 20<sup>th</sup> Day of May 2024.

CABARRUS COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

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

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Sheriff's Office - Acceptance of Governor's Highway Safety Program (GHSP) Grant Award

**BRIEF SUMMARY:**

As part of the Governor's Highway Safety Program (GHSP) grant to fund the expansion of the Sheriff's Office Traffic Education and Enforcement Unit, this board and GHSP approved the awarding and subsequent acceptance of monies to purchase a patrol vehicle and fleet camera in FY 23. However, the claim period of this funding ended September 30, 2023 and due to the shortage of fleet vehicles available nationally, we were prohibited from buying the vehicle within the allotted timeframe. GHSP is offering to honor this award with a new application (attached). As with the original agreement, this will be an award of \$78,200 with a local funding of \$13,800 (previously allocated) for a total funding of \$92,000 as reflected in the resolution form. The funding rate is at 85% federal and 15% local.

**REQUESTED ACTION:**

Motion to accept grant award and approve the resolution.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Chief Tessa Burchett, Cabarrus County Sheriff's Office

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- Vehicle and Camera Allocation Agreement
- Resolution Traffic Grant FY24
- Revised Application
- Approval Letter

**North Carolina Governor's Highway Safety Program**  
**Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

**A. Federal Provisions**

- 1. Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
  - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
  - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
  - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
  - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
  - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
  - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
  - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- 2. Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
- 3. Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
  - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
  - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
  - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
  - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
  - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
  - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 ([www.nhtsa.gov](http://www.nhtsa.gov)) and additions or amendments thereto.
- 4. Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 5. Lobbying.**
  - (a) Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
    - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) 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.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, 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 into 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

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## 6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

## 7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.

**(j) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**

- (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
- (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.

**8. Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**9. Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**10. Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.

**11. Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

**12. Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.

**13. Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

## **B. General Provisions**

- 1. Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
- 2. Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
- 3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
- 4. Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
- 5. Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
- 6. Property and Equipment.**
  - (a) Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
  - (b) Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
  - (c) Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
    - (i)** Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.

7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.

8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.

9. **Reimbursement.**

- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expenditure Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.

10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.

11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.

12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.

13. **Reports Required.**

- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

(c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

**14. Out-of-State Travel.**

(a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.

(b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.

(c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.

(d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

**15. Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) **Certifications Required.**

(i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.

(ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.

(iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

(b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

**16. Conditions for Local Governmental Agencies.**

(a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.

(b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

**17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

**18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

**19. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

**20. Continued Federal and State Funding.**

(a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

(b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

**21. Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.

**22. Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

**23. Department Held Harmless.**

(a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

(b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

**24. Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.

**25. Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.

**26. Cancellation, Termination, or Suspension of Contract.**

(a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancellation or termination will revert to the Department.

**27. Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

**28. E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

**29. Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

**30. Agency Fiscal Year.** The end date for the Agency's fiscal year is June 30.

**31. Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME Grady L.Christie	TITLE Sergeant	ADDRESS 30 Corban Ave SE, Concord,NC
SIGNATURE <i>Grady L. Christie</i>	DATE 4/06/2024	TELEPHONE NUMBER 704-920-3000
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER

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 Commissioners (The Governing Body of the Agency) (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 20th DAY OF May, 20 24, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Sergeant Grady Christie (Name and Title of Representative) is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 78,200.00 (Federal Dollar Request) to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 13,800.00 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 05/06/2024

# North Carolina Governor's Highway Safety Program

## SECTION A – GENERAL INFORMATION

1. Project Title: *	Cabarrus County Traffic Enforcement Vehicles/In-Car Cameras			Fiscal Year: 2024
2. Agency: 1000000041 - CABARRUS COUNTY	3. Contact Person for Agency: Grady Christie			
4. Agency Address: SHERIFF PO Box 525 CONCORD, NC 28026-0525	5. Telephone Number: * (704) 920-3000			
7. Physical Location of Agency *	6. Cell Phone: (704) 743-3863			
30 Corban Ave SE Concord, NC 28026-0525	8. Email of Contact Person * glchristie@cabarruscounty.us			
9. Federal Tax ID Number / Type of Agency	10. Project Year *			
Federal Tax ID Number: * 56-6000281 Unique Entity Identifier: PF3KTEELMHV6 County: * CABARRUS	<input checked="" type="radio"/> New <input type="radio"/> Continuation Year: <input checked="" type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4+			
Type of Agency	Application Number: 1000021127			
<input type="radio"/> State <input type="radio"/> Non-Profit <input checked="" type="radio"/> County <input type="radio"/> Higher Education <input type="radio"/> Municipality <input type="radio"/> Hospital				
	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			
Contractual Services			
Other Direct Costs	\$92,000.00	\$78,200.00	\$13,800.00
Indirect Costs			
<b>Total Project Costs</b>	<b>\$92,000.00</b>	<b>\$78,200.00</b>	<b>\$13,800.00</b>

13. Specify How Non-Federal Share Will Be Provided: \*

Federal 85 %

Local 15 %

Project Number: PT-24-06-53	CFDA#: 20. 600 Work Type: Police Traffic Services
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## 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>

This is a project to fund two patrol vehicles and two in-car camera systems for use in traffic enforcement. While the Cabarrus County Sheriff's Office originally included the equipment in the previous FFY23 GHSP grant, Cabarrus County Sheriff's Office was unable to procure the equipment during FFY23 due to supply chain issues. Therefore, we are asking to purchase this equipment during FFY24 so that the vehicles and in-car camera systems can be purchased for the two officers that have been added to the traffic unit.

**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):

This is the second year of Cabarrus County Sheriff's Office traffic enforcement unit expansion project that will fund activity hours for high visibility enforcement for two police officers to conduct traffic safety enforcement in Cabarrus County.

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

Funding is requested to purchase two (2) patrol vehicles at \$40,000 each and two in-car camera systems at \$6,000 each for use by our traffic enforcement team expansion officers.

**Travel Justification** (Provide justification for all travel expenses):

No travel is requested as part of this application.

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

Provide the agency's number of sworn officers	243
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?	5

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:	22
Alcohol Fatality Ranking:	28
Unrestrained Fatality Ranking:	32
Speed Related Fatalities:	35
Other Applicable Rankings: (Specify)	Young drivers Crashes, 10th; Young Driver Serious Injuries, 26th; Motorcycle Fatalities

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

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
Year 2022	Occupant Protection Citations	265	DWI Citations	193	Speed Citations	2,777

**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 2017-2021 annual average of 22.6 to 20 by September 30, 2024.

Objectives:

- 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 2022 total of 265 to 318 from October 1, 2023, to September 1, 2024.
- Increase the number of speeding contacts by 20 percent from the 2022 total of 2777 to 3332 from October 1, 2023, to September 1, 2024.

Goal #2: To reduce the number of alcohol-related crashes in Cabarrus County by 10 percent from the 2017-2021 calendar year average of 238.6 crashes to 214 crashes during the fiscal year October 1, 2023, to September 30, 2024.

Objectives:

- Increase the number of DWI contacts by 20 percent from 193 in the calendar year 2022 to 232 during the fiscal year October 1, 2023, to September 30, 2024.
- 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 2017-2021 calendar year average of 1278 crashes to 1150 crashes during the fiscal year October 1, 2023, to September 30, 2024.

**Objectives:** 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.

**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 17.58% from the 2016-2020 average of 1458.6 to 1,202 by December 31, 2024.
- Reduce NC's alcohol-related fatalities by 5% from the 2016-2020 average of 417.2 to 396 by December 31, 2024.
- Reduce NC's unrestrained fatalities by 5% from the 2016-2020 average of 430.4 to 408 by December 31, 2024.
- Reduce NC's speed-related fatalities by 10% from the 2016-2020 average of 427.2 to 384 by December 31, 2024.
- Reduce NC's young driver-related fatal crashes by 5% from the 2016-2020 average of 172.4 to 163 by December 31, 2024.
- Reduce NC's motorcycle fatalities by 5% from the 2016-2020 average of 190.8 to 181 by December 31, 2024.
- Increase NC's seat belt usage rate 1.0 percentage points from 90.8% in 2022 to 91.8% by December 31, 2024.

### SECTION C – BUDGET DETAIL

#### 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	IN-CAR VIDEO SYSTEM-INCLUDES INSTALLATION AND SHIPPING	2	\$6,000.00	\$12,000.00
Total Equipment Cost				\$92,000.00

Other Equipment Details :

#	Other Items and Equipment Direct Cost:	Cost
Total Other Items and Equipment Direct Cost:		

#	Travel	Cost
Total Travel Cost:		
Total Other Direct Costs:		\$92,000.00

### 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)

- 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.

#### Second Quarter (January, February, March)

- 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.

#### Third Quarter (April, May, June)

- 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.

#### Fourth Quarter (July, August, September)

- 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.

**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:



## STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J.R. "JOEY" HOPKINS  
SECRETARY

April 4, 2024

Grady Christie  
CABARRUS COUNTY  
SHERIFF  
PO Box 525  
CONCORD NC 28026-0525  
Application number: 1000021127  
Ref : 2024 Application Approval

Dear Grady Christie,

The Governor's Highway Safety Program (GHSP) grant management team has completed its final review of applications for fiscal year 2024, which begins October 1, 2023. Your application was approved to proceed to the next stage of the funding process. The next step of the funding process is the submission of the Agreement of Conditions, Resolution (if required) and the Pinning of your electronic application.

Although your application has been approved, this does not assure funding. Final approval of funds will not be made until late September when your Agreement is finalized.

Please feel free to contact your Highway Safety Specialist should you have any questions or concerns in regards to this request. The GHSP appreciates your dedication and contribution to highway safety. Thank you for being part of the North Carolina Highway Safety Plan.

Sincerely,

Mark Ezzell  
Director

Mailing Address:  
**NC DEPARTMENT OF TRANSPORTATION**  
**GOVERNOR'S HIGHWAY SAFETY PROGRAM**  
**1508 MAIL SERVICE CENTER**  
**RALEIGH, NC 27699-1508**

Telephone: (919) 814-3650  
Website: [www.ncdot.gov/programs/GHSP/](http://www.ncdot.gov/programs/GHSP/)

Location  
**750 NORTH GREENFIELD PARKWAY**  
**GARNER, NC 27529**



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Sheriff's Office - Acceptance of Governor's Highway Safety Program's (GHSP) Bike Safe Grant

**BRIEF SUMMARY:**

The Sheriff's Office is requesting the acceptance of the GHSP Bike Safe Grant which funds educational programs for motorcycle drivers. The program's goal is to reduce preventable traffic crashes involving motorcycles. The Bike Safe Grant is \$5,000 with no local match required.

**REQUESTED ACTION:**

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

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Chief Deputy Tessa Burchett, Cabarrus County Sheriff's Office

**BUDGET AMENDMENT REQUIRED:**

Yes

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

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**ATTACHMENTS:**

- Bike Safe Application
- Bike Safe Agreement and Conditions
- Bike Safe Resolution
- Budget Amendment

# North Carolina Governor's Highway Safety Program

## SECTION A – GENERAL INFORMATION

1. Project Title: * BikeSafe Regional Coordinator	Fiscal Year: 2025
2. Agency: 1000000041 - CABARRUS COUNTY	3. Contact Person for Agency: Grady Christie
4. Agency Address: SHERIFF PO Box 525 CONCORD, NC 28026-0525	5. Telephone Number: * (704) 920-3000
	6. Cell Phone: (704) 743-3863
7. Physical Location of Agency * 30 Corban Ave, SE Concord, NC 28025	8. Email of Contact Person * glchristie@cabarruscounty.us
9. Federal Tax ID Number / Type of Agency  Federal Tax ID Number: * 56-6000281  Unique Entity Identifier: PF3KTEELMHV6  County: * CABARRUS  Type of Agency  <input type="radio"/> State <input type="radio"/> Non-Profit <input checked="" type="radio"/> County <input type="radio"/> Higher Education <input type="radio"/> Municipality <input type="radio"/> Hospital	10. Project Year *  <input type="radio"/> New <input checked="" type="radio"/> Continuation  Year: <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4+  Application Number: 1000020948
	11. Allocation of Funding *  Federal % 100.00      Local % 0.00

### Source of Funds

12. Budget	Total Project Amount	Federal Amount	State/Local Amount
Personnel Costs			
Contractual Services			
Other Direct Costs	\$5,000.00	\$5,000.00	
Indirect Costs			
<b>Total Project Costs</b>	<b>\$5,000.00</b>	<b>\$5,000.00</b>	

13. Specify How Non-Federal Share Will Be Provided: \*

<N/A>

Project Number:	CFDA#: 20. Work Type:
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## 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 2022, 239 motorcyclists were killed in crashes in North Carolina. This was a decrease of 6 fatalities in comparison to 2021. Motorcyclists account for over 13% of all traffic fatalities in 2022. Based on the 5-year moving average, motorcyclist fatalities have changed little in North Carolina over the past 10 years. In comparison with passenger vehicle crashes, motorcycle crashes disproportionately occur on rural roads, are single vehicle crashes, and involve alcohol. Four counties in North Carolina—Cumberland, Guilford, Mecklenburg and Wake—account for more than 20 percent of the state's motorcyclist fatalities. However, many of the counties with the highest fatality rates per registered motorcycle are in the less populated, mountainous part of the state.

**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 Bike Safe Regional Coordinator serves as the coordinator and organizer for BikeSafe NC activities in their respective region. The Governor's Highway Safety Program supports the statewide BikeSafe NC Program, including six Regional Coordinators. The Regional Coordinators guide and coordinate the planning, implementation and reporting of BikeSafe events and activities. Regional Coordinators are also responsible for promoting the program to law enforcement agencies and getting more agencies involved in this lifesaving program. To accomplish this, Regional Coordinators are required to host events, conduct and attend meetings, assist other BikeSafe NC agencies with organizing events, respond to public inquiries associated with their region and report all efforts and activities back to the BikeSafe NC Statewide Coordinator. In-state travel will facilitate outreach to area coordinators and agencies, as well as attendance at relevant trainings and conferences. Out-of-state travel will support annual training symposium attendance by the BikeSafe NC Regional Coordinator.

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

To cover the quarterly meetings with area coordinators to discuss the new curriculum, BikeSafe classes, and future training opportunities.

**Travel Justification** (Provide justification for all travel expenses):

In-state and out-of-state travel funds will be used for necessary travel to perform the functions and responsibilities of the Regional Coordinator. Funds may be used to attend traffic safety conferences and trainings such as the BikeSafe NC annual conference, NCGHSP's Traffic Safety Conference, Lifesaver's Conference, Governor's Highway Safety Association Conference, and trainings related to motorcycle safety, instructor skills, and education. Approval for out-of-state travel must be submitted to GHSP via the GHSP-07 Form at least 30 days in advance of travel.

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

Provide the agency's number of sworn officers	244
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?	5

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:	19
Alcohol Fatality Ranking:	27
Unrestrained Fatality Ranking:	34
Speed Related Fatalities:	33
Other Applicable Rankings: (Specify)	Motorcycle fatality ranking: 21st

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

Year 2021	Occupant Protection Citations	417	DWI Citations	116	Speed Citations	2,467
Year 2022	Occupant Protection Citations	265	DWI Citations	193	Speed Citations	2,777
Year 2023	Occupant Protection Citations	204	DWI Citations	184	Speed Citations	2,729

**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: Promote and coordinate the BikeSafe NC Program within BikeSafe Region <Southwest > to increase safety efforts and thereby decrease statewide motorcycle fatalities by 5 percent from the 2018-2022 five-year average of 221.8 to 210 between October 1, 2024 - September 30, 2025.

Objectives: 1. Host annual "Kick Off" event meetings to plan quarterly meetings and provide information regarding GHSP campaigns.  
2. Host a minimum of four BikeSafe NC Site Coordinator meetings to discuss current highway safety activities, BikeSafe NC and GHSP updates, training opportunities, legal updates and issues and concerns.  
3. Promote the BikeSafe NC program by contacting all motorcycle dealers, motorcycle clubs, and associations

within the region at least one time by September 30, 2025.

4. Contact local media outlets with information about BikeSafe NC initiatives and classes, educational events, or other traffic safety topics at least three times per quarter.
5. Compile and submit quarterly regional reports that include a summary of the Site Coordinator meetings and the BikeSafe Regional Coordinator's activities.

Goal #2:

Objectives:

Goal #3:

Objectives:

**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.**

<input checked="" type="checkbox"/> Reduce NC's traffic-related fatalities by 4% from the 2022 total of 1,784 to 1,712 by December 31, 2025.
<input type="checkbox"/> Reduce NC's alcohol-related fatalities by 4% from the 2022 total of 448 to 430 by December 31, 2025.
<input type="checkbox"/> Reduce NC's unrestrained fatalities by 4% from the 2022 total of 562 to 539 by December 31, 2025.
<input type="checkbox"/> Reduce NC's speed-related fatalities by 4% from the 2022 total of 426 to 408 by December 31, 2025.
<input type="checkbox"/> Reduce NC's young driver-related fatalities by 4% from the 2022 total of 198 to 190 by December 31, 2025.
<input checked="" type="checkbox"/> Reduce NC's motorcycle fatalities by 4% from the 2022 total of 237 to 227 by December 31, 2025.
<input type="checkbox"/> Increase NC's seat belt usage rate from the 2022 usage rate of 90.8% to 91.46% by December 31, 2025.

### SECTION C – BUDGET DETAIL

#### Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost

Total Equipment Cost

Other Equipment Details :

#	Other Items and Equipment Direct Cost:	Cost
1	Site Coordinators Quarterly Meetings	\$250.00

Total Other Items and Equipment Direct Cost: \$250.00

#	Travel	Cost
1	In-State Travel	\$2,250.00
2	Out-of-State Travel	\$2,500.00

Total Travel Cost: \$4,750.00

Total Other Direct Costs: \$5,000.00

### 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)

1. Attend all GHSP meetings and events as requested or invited (such as campaign kickoffs, NC Traffic Safety Conference, trainings like the Cannabis Summit) as well as any planned training opportunities (such as the annual BikeSafe Conference or SMSA national conference).
2. Host a Kickoff meeting for Site Coordinators to plan for the year and discuss BikeSafe NC and GHSP updates (in-person meetings are preferred, but virtual is acceptable).
3. Conduct outreach with at least three motorcycle dealers or motorcycle clubs in the region to promote BikeSafe NC initiatives and safety education.
4. Contact at least one local media outlet to promote BikeSafe NC initiatives and safety education.
5. Compile the quarterly regional report and submit it to the assigned GHSP BikeSafe NC grants manager within fifteen days of the end of the quarter.

#### Second Quarter (January, February, March)

1. Attend all GHSP meetings and events as requested or invited (such as campaign kickoffs, NC Traffic Safety Conference, trainings like the Cannabis Summit) as well as any planned training opportunities (such as the annual BikeSafe Conference or SMSA national conference).
2. Host a Site Coordinators meeting to discuss BikeSafe NC and GHSP updates (in-person meetings are preferred, but virtual is acceptable).
3. Conduct outreach with at least three motorcycle dealers or motorcycle clubs in the region to promote BikeSafe NC initiatives and safety education.
4. Contact at least one local media outlet to promote BikeSafe NC initiatives and safety education.
5. Compile the quarterly regional report and submit it to the assigned GHSP BikeSafe NC grants manager within fifteen days of the end of the quarter.

#### Third Quarter (April, May, June)

1. Attend all GHSP meetings and events as requested or invited (such as campaign kickoffs, NC Traffic Safety Conference, trainings like the Cannabis Summit) as well as any planned training opportunities (such as the annual BikeSafe Conference or SMSA national conference).
2. Host a Site Coordinators meeting to discuss BikeSafe NC and GHSP updates (in-person meetings are preferred, but virtual is acceptable).
3. Conduct outreach with at least three motorcycle dealers or motorcycle clubs in the region to promote BikeSafe NC initiatives and safety education.
4. Contact at least one local media outlet to promote BikeSafe NC initiatives and safety education.
5. Compile the quarterly regional report and submit it to the assigned GHSP BikeSafe NC grants manager within fifteen days of the end of the quarter.

#### Fourth Quarter (July, August, September)

1. Attend all GHSP meetings and events as requested or invited (such as campaign kickoffs, NC Traffic Safety Conference, trainings like the Cannabis Summit) as well as any planned training opportunities (such as the annual BikeSafe Conference or SMSA national conference).
2. Host a Site Coordinators meeting to discuss BikeSafe NC and GHSP updates (in-person meetings are preferred, but virtual is acceptable).
3. Conduct outreach with at least three motorcycle dealers or motorcycle clubs in the region to promote BikeSafe NC initiatives and safety education.
4. Contact at least one local media outlet to promote BikeSafe NC initiatives and safety education.
5. Compile the quarterly regional report and submit it to the assigned GHSP BikeSafe NC grants manager within fifteen days of the end of the quarter.

**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:

**North Carolina Governor's Highway Safety Program**  
**Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

**A. Federal Provisions**

- 1. Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
  - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
  - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
  - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
  - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
  - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
  - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
  - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- 2. Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
- 3. Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
  - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
  - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
  - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
  - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
  - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
  - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 ([www.nhtsa.gov](http://www.nhtsa.gov)) and additions or amendments thereto.
- 4. Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 5. Lobbying.**
  - (a) Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
    - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) 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.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, 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 into 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

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## 6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

## 7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.

**(j) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**

- (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
- (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.

**8. Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**9. Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**10. Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.

**11. Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

**12. Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.

**13. Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

## **B. General Provisions**

- 1. Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
- 2. Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
- 3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
- 4. Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
- 5. Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
- 6. Property and Equipment.**
  - (a) Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
  - (b) Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
  - (c) Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
    - (i)** Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

(ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.

(d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.

7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.

8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.

9. **Reimbursement.**

- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expenditure Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.

10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.

11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.

12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.

13. **Reports Required.**

- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

(c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

**14. Out-of-State Travel.**

(a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.

(b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.

(c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.

(d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

**15. Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) **Certifications Required.**

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

(b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

**16. Conditions for Local Governmental Agencies.**

(a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.

(b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

**17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

**18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

**19. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

**20. Continued Federal and State Funding.**

(a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

(b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

**21. Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.

**22. Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

**23. Department Held Harmless.**

(a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

(b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

**24. Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.

**25. Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.

**26. Cancellation, Termination, or Suspension of Contract.**

(a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancellation or termination will revert to the Department.

**27. Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

**28. E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

**29. Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

**30. Agency Fiscal Year.** The end date for the Agency's fiscal year is June 30.

**31. Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME Grady L.Christie	TITLE Sergeant	ADDRESS 30 Corban Ave SE, Concord,NC
SIGNATURE <i>Grady L. Christie</i>	DATE 4/06/2024	TELEPHONE NUMBER 704-920-3000
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER

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 Commissioners (The Governing Body of the Agency) (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 20th DAY OF May, 20 24, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Sergeant Grady Christie (Name and Title of Representative) is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 5000.00 (Federal Dollar Request) to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 0.00 (Local Cash Appropriation) as 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 05/06/2024

Date: 5/20/2024

Amount: 5,000.00

Dept. Head: Sheriff Van W. Shaw

Department: 2110-County Sheriff

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

**PURPOSE:** In Fiscal Year 2022 the Cabarrus County Sheriff's Office applied for and received funding through the Governor's Highway Safety Program (GHSP) BikeSafe Grant for increased training on motorcycle safety throughout the State. Sgt. Grady Christie, of the Cabarrus County Sheriff's Office is the State's Regional Coordinator for BikeSafeNC. This is the 4th year of the 5 year grant. This request asks for approval of the budget Revenue and Expense for Year 4 of this grant. There is no match required of the County. Budget Amendment required to create a budget for the Revenue and Expense related to the BikeSafeNC Grant beginning 10/1/2024.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved	Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2110-6606-GHSP	Governor's Highway Safety Program Grant (Revenue)			5,000.00		5,000.00
001	9	2110-9333-GHSP	Governor's Highway Safety Program Grant (Expense)			5,000.00		5,000.00
								0.00
								0.00
								0.00

Budget Officer

Approved

Denied

Signature

County Manager

Approved

Denied

Signature

Board of Commissioners

Approved

Denied

Signature

Date

Date

Date

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Sheriff's Office - Budget Amendment for Purchase of Town of Harrisburg Patrol Vehicles

**BRIEF SUMMARY:**

The Town of Harrisburg contracts with Cabarrus County to have law enforcement services provided by the Cabarrus County Sheriff's Office. Per the contract between the Town of Harrisburg and Cabarrus County, patrol vehicles for the assigned town officers are to be purchased by Cabarrus County and the funds will subsequently reimbursed by the Town of Harrisburg. The Town of Harrisburg voted on a Town Budget Amendment to purchase 7 vehicles and the required equipment in FY24 (see attachment). The Sheriff's Office is requesting approval of the budget amendment to expand the line item for Harrisburg vehicles in the amount of \$595,000 for seven patrol vehicles and the required equipment. The Town of Harrisburg will reimburse Cabarrus County the entire amount of \$595,000. One vehicle is a replacement vehicle from a totaled patrol vehicle, 2 are replacement vehicles for surplus vehicles and 4 are for 4 future positions.

**REQUESTED ACTION:**

Motion to adopt the budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Chief Deputy Tessa Burchett

**BUDGET AMENDMENT REQUIRED:**

Yes

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

---

### **ATTACHMENTS:**

- County BA for Harrisburg Vehicles
- Town of Harrisburg BA

Date: 5/20/2024

Amount: 592,900.00

Dept. Head: Sheriff Van W. Shaw

Department: 2115-Harrisburg

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

PURPOSE: Purchase seven (7) Vehicles for Harrisburg, per their request.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved	Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2115-6605	Deputy Reimbursement	2,554,330.90	592,900.00			3,147,230.90
001	9	2115-9863	Vehicles (NEW) x 7	521,125.00	420,000.00			941,125.00
001	9	2115-9863	Vehicles (NEW) Garage Equipment & Labor x 7		70,000.00			70,000.00
001	9	2115-9863	Vehicles (NEW) Upfits, including striping, decaling, antenna, modem, In-car camera, radar, radio x 7		42,000.00			42,000.00
001	9	2115-9331	Car Equipment	41,700.00	50,400.00			92,100.00
001	9	2115-9342	Printer & SD Card	16,430.00	3,500.00			19,930.00
001	9	2115-9316	Supplies for Vehicles	6,895.00	7,000.00			13,895.00
				3,140,480.90	592,900.00			3,733,380.90

Budget Officer

Approved

Denied

Signature

Date

County Manager

Approved

Denied

Sianature

Date

Board of Commissioners

Approved

Denied

Signature

Date



**AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE  
OF THE TOWN OF HARRISBURG, NORTH CAROLINA**

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024:

**Section 1.** Amend the General Fund to account for the purchase of seven vehicles for the Harrisburg Division of the Cabarrus County Sheriff's Office.

**Section 2.** To amend the General Fund, the appropriations are to be changed as follows:

Increase line item 100-2000-57103	\$ 595,000
Capital Outlay	
2024-2000-008 (1)	
2024-2000-009 (2)	
2024-2000-010 (4)	

**Section 3.** To amend the General Fund, the revenues are to be changed as follows:

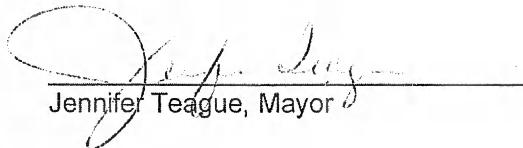
Increase line item 100-49121	\$ 9,000
Insurance Proceeds	
Increase line item 100-49905	\$ 586,000
Transfers In – CRF-GF	

**Section 4.** Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.

**Section 5.** That this ordinance shall be effective upon its passage. Adopted this 11<sup>th</sup> day of March, 2024.

ATTEST:

  
Janet Rackley, Town Clerk

  
Jennifer Teague, Mayor





# Harrisburg NC

## AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024:

**Section 1.** Amend the Capital Reserve Fund - General Fund to account for the purchase of seven vehicles for the Harrisburg Division of the Cabarrus County Sheriff's Office.

**Section 2.** To amend the Capital Reserve Fund - General Fund, the appropriations are to be changed as follows:

Increase line item 200-8500-59100	\$ 586,000
Transfers Out – General Fund	

**Section 3.** To amend the Capital Reserve Fund - General Fund, the revenues are to be changed as follows:

Increase line item 200-48599	\$ 586,000
Appropriated Fund Balance	

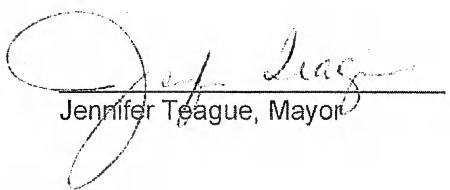
**Section 4.** Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.

**Section 5.** That this ordinance shall be effective upon its passage. Adopted this 11<sup>th</sup> day of March, 2024.

ATTEST:

  
Janet Rackley, Town Clerk



  
Jennifer Teague, Mayor

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Sheriff's Office - Town of Harrisburg Law Enforcement Contract Update

**BRIEF SUMMARY:**

The Town of Harrisburg contracts with the Cabarrus County Sheriff's Office for provided law enforcement services. Due to continued growth, the town has approved additional positions over the years as outlined in Exhibit A for FY 24 and Exhibit A FY25. The additional positions for FY 25 (2 patrol sergeants and 2 traffic units) have not been requested or proposed to Cabarrus County BOC yet and will not until the Sheriff's Office is able to fill the current vacancies; at that time the intent is to bring the town approved expansion before the county BOC. This updated contract more clearly spells out the funding of the Town of Harrisburg positions, to include two positions funded by the county and the remainder funded by the Town of Harrisburg at a rate of the average salary of the position type for each position. Vehicles and equipment will be purchased by the county and reimbursed by the town.

**REQUESTED ACTION:**

Motion to approve the contract between Cabarrus County and The Town of Harrisburg; 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:**

Chief Deputy Tessa Burchett

**BUDGET AMENDMENT REQUIRED:**

No

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

---

### **ATTACHMENTS:**

- Sheriff Signed Contract
- FY 25 Attachment



## **TOWN OF HARRISBURG AND SHERIFF LAW ENFORCEMENT AGREEMENT**

This **TOWN OF HARRISBURG AND SHERIFF LAW ENFORCEMENT AGREEMENT** ("Agreement") is made and entered into effective July 1, 2023 by and between the **TOWN OF HARRISBURG**, North Carolina ("Town") and **VAN W. SHAW** as Sheriff of Cabarrus County ("Sheriff") and **CABARRUS COUNTY**, North Carolina ("County").

### **RECITALS**

1. For many years, the Sheriff through his office and employees has provided law enforcement protection to and for the Town, through the assignment of deputies to conduct the usual and customary law enforcement duties within Town limits.
2. The Town does not have a police department, so services provided by the Sheriff to the Town have been the law enforcement substitute for a municipal police force.
3. The Town has generally compensated the Sheriff by reimbursing his office for the direct cost of all the deputies assigned to the Town, except two deputies assigned to the Town paid by Cabarrus County.
4. The parties desire to continue this relationship for the next fiscal years, with modifications to the general arrangements, as provided in the Terms below.

In consideration of the above Recitals and the Terms set forth below, which the parties agree constitute sufficient consideration to make this Agreement legally binding and enforceable, the parties agree as follows.

### **TERMS**

#### **1. LAW ENFORCEMENT SERVICES.**

The Sheriff shall provide general law enforcement services to the citizens and businesses located in the Town. These services include enforcement of municipal ordinances and state statutes, patrol, traffic enforcement, crime reduction, investigations, educational services provided to the public as determined appropriate by the Sheriff, response to emergencies and calls for police assistance and protection of Town citizens and businesses and their property and any other services regularly

provided by the Sheriff's Department. Operational decisions in law enforcement are, and shall continue to be, made by the Sheriff based on professional judgment. All calls for service, dispatch, complaint or special request and duty assignments shall go through the official channels of the Cabarrus County Sheriff's Office pursuant to Sheriff's Office policies and procedures.

## 2. ASSIGNMENT OF AND ADDITIONS TO PERSONNEL.

The Sheriff shall assign the following full-time personnel to the Town with the following general assignments:

Positions	FY2024	FY2025	FY2026
Captain	1	1	1
Lieutenant	1	1	1
Detective Sergeant	1	1	1
Patrol Sergeant	2	4	4
Detective	1	1	1
Crime Reduction Deputy	3	3	3
Traffic Deputy	2	4	4
Deputy Sheriff	14	14	14
Administrative Support	-	-	1
<b>Total</b>	<b>25</b>	<b>29</b>	<b>30</b>

*Note: The position counts shown above include two positions funded by Cabarrus County.*

The Sheriff will make every effort to provide the additional personnel during the fiscal years noted above. The Captain of the Harrisburg Division, Town Management and the Sheriff shall discuss annually the upcoming personnel additions and may change the order in which the noted positions are added. The Sheriff, in his sole discretion, shall decide deputies assigned to the Town pursuant to this Agreement and may change any assignment at any time. The Sheriff will make every effort to assign deputies with at least one year of patrol experience, unless assigning a deputy on a temporary basis. Neither the Town nor any of its employees or elected officials shall have the right to control, direct or supervise the activities of the deputies assigned to the Town for purposes of this Agreement.

It is understood by the parties that the Town is growing and that its law enforcement needs will increase during the term of this Agreement. Additional personnel, vehicles and equipment required by the Town will be paid for in the same fashion as existing personnel, vehicles and equipment are paid for under this Agreement. The Town shall give the Sheriff at least ninety (90) days prior written notice of any increase in personnel, vehicles, or equipment that it requires.

The County shall provide for an additional two (2) full-time deputies ("County Deputies") at no cost to the Town for the length of this contract. County Deputies shall patrol and answer calls for service within Town Limits and adjacent patrol zones at the sole discretion of the Sheriff.

If a deputy position(s) for the Town is vacant, the Sheriff will make all efforts to fill the position within ninety (90) days. Only positions that are filled during the quarter will qualify for payment by the Town. The Captain of the Harrisburg Division will report any vacancy to the Town Manager, County Finance Department, Town Finance Department and the County Manager's Office within ten (10) business days of such vacancy and a record of each vacancy shall be maintained for future financial and operational planning.

### **3. SCHEDULE OF PERSONNEL.**

The deputies shall work the same rotation schedule (24/7 service) as the Sheriff's Office patrol division or as set forth by the Sheriff, unless changed for special purposes or due to the deputies being on vacation, holiday, sick leave, FMLA or in-service training. In such circumstances, the Town shall not be entitled to a refund, reduction in cost, or replacement/substitute deputy. At least one deputy shall be on duty for each shift, whether a normally assigned deputy, or another deputy covering service calls for the town. Each of the personnel assigned to the Harrisburg Division shall dedicate all of their time to the benefit of the Town of Harrisburg, excluding standard mutual aid, vacation, holiday, sick leave, FMLA or in-service training.

### **4. SERVICE COVERAGE.**

The primary responsibility of the deputies, while on duty, is to patrol and answer calls for service within the Town limits and deliver any other service provided by the Sheriff's Office to the citizens of Cabarrus County, which includes, but is not limited to:

- a) Responding to incidents outside of the Town limits upon order of the Sheriff or his designee;
- b) Responding to an emergency call for assistance from another officer;
- c) Conducting an investigation of an incident that occurred within the Town limits, such as an automobile accident or criminal offense;
- d) Answering a call within the patrol zone surrounding the Town in the event the zone officer is not then available and the call requires a quicker response, but only with supervisor approval; or
- e) Necessary training, court proceedings, or other matters which require the officer to leave the Town.
- f) Any other instance the Sheriff deems necessary, subject to the Sheriff's policies and procedures.

The Sheriff's Office will provide reciprocal response when a non-Town deputy is closer to a call within Town limits and in need of immediate assistance.

The Sheriff's Office will continue to provide adequate staffing for the Town's annual July 4<sup>th</sup> Parade at no additional cost to the Town.

### **5. TRAINING AND SUPERVISION OF TOWN DEPUTIES.**

The Sheriff, through his Office, shall provide all supervision and training for deputies and other of his personnel responding to calls within Town limits. The Sheriff's Office considers all deputies equally for promotions and other advancement opportunities, which shall include annual evaluations and consideration for merit pay increases.

## **6. VEHICLES AND EQUIPMENT.**

All vehicles (cars, trucks, SUVs, motorcycles) and related equipment for deputies assigned to the Town shall be purchased and paid for by the County and be for the use by the Sheriff for law enforcement purposes. Each deputy will have an assigned take home vehicle. County Fleet Services shall maintain the vehicles, including, but not limited to, the replacement of tires, brakes and other maintenance services. The County will maintain a sufficient quantity of spare vehicles with Town branding. The Town of Harrisburg will directly provide fuel for the vehicles used as described in this agreement instead of reimbursement. Deputies will be provided 24/7 access to the Town fueling station located at the Harrisburg Public Works Department.

Primary patrol vehicles used to provide services pursuant to this Agreement shall be replaced after the lesser of seven (7) years in-service or 100,000 miles unless earlier replacement is agreed to in writing by both parties. Spare vehicles may exceed these replacement thresholds.

Upon execution of this Agreement, the Town shall deed all law enforcement vehicles currently owned by the Town and operated as part of the Agreement over to the County. The County will restripe all existing vehicles within six (6) months of this agreement.

The County shall insure all vehicles used pursuant to this Agreement, at no additional cost to the Town.

All new and replacement vehicles purchased pursuant to this agreement shall be branded with the approved Harrisburg Division design.

The County shall credit the salvage value received from vehicles used pursuant to this agreement to the replacement cost charged to the Town, upon retirement from the fleet. An average and reasonable salvage value will be credited to the Town for vehicles that are repurposed by the County or otherwise unsold upon retirement from the Town's fleet.

## **7. UNPLANNED VEHICLE REPLACEMENT.**

In the case of a total vehicle loss, the vehicle shall be replaced by the County as soon as possible to ensure continuity of operations. Vehicle cost shall be based on the prevailing State contract pricing for a Ford Police Interceptor SUV or other vehicle selected by the Sheriff. The County shall insure all vehicles used pursuant to this agreement.

## **8. OFFICE SPACE.**

The Town shall provide adequate office space for the deputies assigned to the Town as well as furnish, stock, clean and maintain the facility.

## **9. ADMINISTRATIVE SERVICES FEE.**

The Town shall pay the County quarterly an administrative services fee not to exceed \$75,000 per year. The fee reimburses the County for the indirect costs required to support this Agreement such as accounting and personnel management.

## **10. PAYMENT OF SERVICES.**

The Town agrees to pay the County:

- a) Personnel costs, including salaries and benefits, based on the County-wide average cost paid for positions assigned to the Town.
- b) Actual vehicle purchase cost, equipment, and supply costs for positions assigned to the Town.
- c) Administrative Services Fee.
- d) The County will provide all supplies necessary for its employees, including, but not limited to, office supplies, printer toner, special equipment, safety equipment, IT services, uniforms and gear. These costs will be included in and accounted for in the Administrative Services Fee referenced in sections 9 and 10.c in this agreement. The Town agrees to purchase and maintain any additional equipment or supplies it deems necessary, such as battery-operated speed radar signs and specialty LIDAR units. The Town also agrees to provide any Town-identified training it deems necessary.
- e) The County Manager's Office shall estimate the annual costs, in cooperation with the Sheriff's Office and the Town of Harrisburg, and will communicate the total cost to the Town no later than March 31<sup>st</sup> of each year, the total cost, using the then-known personnel numbers and prior year's actual costs including any unexpected overage costs and any understaffed savings from the previous year as a guide.
- f) The County shall bill the Town at the conclusion of each quarter, for the agreed upon costs including the Administrative Services Fee for that quarter. Such amount shall be paid by the Town within thirty-days (30) of receipt.

## **11. RECORD KEEPING AND EQUIPMENT.**

The Sheriff shall provide all record keeping, investigations and communications regarding the operational function of the deputies. The Sheriff shall also supply all equipment provided to each such deputy.

## **12. OPERATIONAL CHANGES.**

Advance notice of at least six (6) months is required if the County intends to permanently reduce the number of deputies assigned to the Town below the annually agreed upon staffing level or substantially alter other operational aspects of this Agreement as determined by the Sheriff. The County shall notice such change in writing from the Sheriff or his designee to the Town Manager. The Town may also request operational changes to this Agreement in writing with at least six (6) months' notice. The Town shall notice a requested change in writing from the Town Manager or his designee to the Sheriff and County Manager. Any such operational change, if unacceptable, shall entitle the affected party to terminate this Agreement.

### **13. LIAISON.**

Discussions concerning the implementation and conduct of this Agreement shall be between the Town Manager and the Captain of the Harrisburg Division of the Sheriff's Office. Each party shall work cooperatively with the other to help assure the seamless provision of law enforcement services by the Sheriff to the Town.

### **14. TERM.**

a) The initial term of this Agreement shall be ten (10) years from the Effective Date of this Agreement. The Agreement shall automatically renew for an additional five (5) year period beginning at the expiration of the preceding term, unless either party gives the other party two (2) years prior written notice, or unless the County or the Town vote not to appropriate funds for the next fiscal year.

### **15. STATUTORY AUTHORITY.**

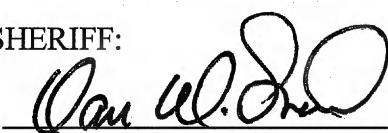
This Agreement is an interlocal agreement permitted by the provisions of N.C. Gen. Stat. §160A-460.

### **16. CHOICE OF LAW.**

This Agreement shall be interpreted and enforced pursuant to North Carolina law.

IN WITNESS, the parties have executed this Agreement as indicated below.

SHERIFF:



Van W. Shaw  
Cabarrus County Sheriff

TOWN:

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Jennifer Teague  
Mayor of Harrisburg

Date: 4/15/2024

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

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

By: \_\_\_\_\_  
Finance Director (or designee), Cabarrus County

By: \_\_\_\_\_  
Finance Director (or designee), Town of Harrisburg

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Mike Downs – County Manager  
Cabarrus County

## **Exhibit A: Estimated Cost for Fiscal Year 2025**

The following estimated costs for the upcoming fiscal year will be agreed upon by the Town Manager's Office and the County's Manager's Office by March 31<sup>st</sup> each year.

Position	# of FTEs	Estimated Personnel	
		Cost	
Captain	1	\$	126,449
Lieutenant	1		116,977
Detective Sergeant	1		100,894
Patrol Sergeant	4		410,500
Detective	1		90,888
Crime Reduction Deputy	3		283,078
Deputy Sheriff	12		983,865
Deputy Sheriff - Traffic Unit	4		361,672
Deputy Sheriff (County)	2		-
Administrative Support	-		-
<b>Total</b>	<b>29</b>	<b>\$</b>	<b>2,474,323</b>

Item	Cost Per FTE	Estimated	
		Operating Cost	
Supplies	5,000	\$	135,000
(Body Camera, Radio, Taser, Gun, Vest, Light, Computer and other major supplies and equipment)			
Vehicle Costs			
New Vehicle Purchases (4)	85,000		340,000
Scheduled Vehicle Replacements (2)	85,000		170,000
Administrative Fee			75,000
<b>Total Estimated Operating</b>		<b>\$</b>	<b>720,000</b>

<b>Total Estimated Costs</b>		<b>\$</b>	<b>3,194,323</b>
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## **Exhibit A: Estimated Cost for Fiscal Year 2024**

The following estimated costs for the upcoming fiscal year will be agreed upon by the Town Manager's Office and the County's Manager's Office by March 31<sup>st</sup> each year.

Position	# of FTEs	Estimated Personnel	
			Cost
Captain	1	\$	128,516
Lieutenant	1		115,688
Detective Sergeant	1		99,536
Patrol Sergeant	2		199,072
Detective	1		89,291
Crime Reduction Deputy	3		282,658
Deputy Sheriff	12		975,966
Deputy Sheriff - Traffic Unit	2		183,722
Deputy Sheriff (County)	2		-
Administrative Support	-		-
<b>Total</b>	<b>25</b>	<b>\$</b>	<b>2,074,449</b>

Item	Estimated	
	Cost Per FTE	Operating Cost
Supplies	5,000	\$ 115,000
(Body Camera, Radio, Taser, Gun, Vest, Light, Computer and other major supplies and equipment)		
Vehicle Costs		
New Vehicle Purchases (5)	66,000	330,000
Motorcycle Replacement	37,250	37,250
Administrative Fee		75,000
<b>Total Estimated Operating</b>		<b>\$ 557,250</b>

<b>Total Estimated Costs</b>		<b>\$ 2,631,699</b>
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## **Exhibit A: Estimated Cost for Fiscal Year 2025**

The following estimated costs for the upcoming fiscal year will be agreed upon by the Town Manager's Office and the County's Manager's Office by March 31<sup>st</sup> each year.

<b>Position</b>	<b># of FTEs</b>	<b>Estimated Personnel Cost</b>
Captain	1	\$ 126,449
Lieutenant	1	116,977
Detective Sergeant	1	100,894
Patrol Sergeant	4	410,500
Detective	1	90,888
Crime Reduction Deputy	3	283,078
Deputy Sheriff	12	983,865
Deputy Sheriff - Traffic Unit	4	361,672
Deputy Sheriff (County)	2	-
Administrative Support	-	-
<b>Total</b>	<b>29</b>	<b>\$ 2,474,323</b>

<b>Item</b>	<b>Cost Per FTE</b>	<b>Estimated Operating Cost</b>
Supplies	5,000	\$ 135,000
(Body Camera, Radio, Taser, Gun, Vest, Light, Computer and other major supplies and equipment)		
Vehicle Costs		
New Vehicle Purchases (4)	85,000	340,000
Scheduled Vehicle Replacements (2)	85,000	170,000
Administrative Fee		75,000
<b>Total Estimated Operating</b>		<b>\$ 720,000</b>

<b>Total Estimated Costs</b>		<b>\$ 3,194,323</b>
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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

BOC - 2024 Commissioner Board Appointments Update

**BRIEF SUMMARY:**

An updated assignment of the Board of Commissioner board liaison appointments for calendar year 2024.

**REQUESTED ACTION:**

Motion to approve the updated 2024 Commissioner Board Appointments.

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

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

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

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

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**ATTACHMENTS:**

- 2024 Commissioner Board Appointments
- 2024 Updated Commissioner Board Appointments

## 2024 COMMISSIONER BOARD APPOINTMENTS

NAME OF BOARD	MEETING DATE	MEETING TIME	MEETING LOCATION	MEMBER	LIAISON	ALTERNATE	VOTE	NOTES
Active Living and Parks Commission	3rd Thursday	6:00 p.m.	Concord Senior Center		Wortman		N	
Cabarrus County Board of Education - Business Mtg.	2nd Monday	6:00 p.m. (Business)	Old Airport Road		Furr	Measmer	N	
Cabarrus County Board of Education - Work Session	1st Monday	6:00 p.m. (Wk. Session)	Old Airport Road		Measmer	Furr	N	
Cabarrus County Partnership for Children (Smart Start)	4th Tuesday (Recommendation to meet bi-monthly)	Noon	1307 S. Cannon Blvd, Kannapolis, NC	Morris			Y	
Cabarrus Planning and Zoning Commission	2nd Tuesday	6:30 p.m.	Governmental Center		Wortman	Shue	N	
Cabarrus-Rowan Urban Area MPO Transportation Adv. Comm.	4th Wednesday (except July/Dec.)	5:30 p.m.	Varies	Morris		Shue	Y	
Centralina Regional Council of Government Executive Board	Monthly	2nd Wednesday	Charlotte Office	Shue				
Centralina Regional Council of Government Board of Directors	Monthly	2nd Wednesday	Charlotte Office	Shue				
Centralina Economic Development Commission	3rd Thursday	4:00 p.m.	COG Office	Downs				
Centralina Workforce Development Consortium	Bi-Monthly 2nd Tuesday	4:30	Varies	Furr			Y	
City of Concord	2nd Thursday	6:00 p.m.	Council Chambers		Morris		N	
City of Kannapolis	2nd & 4th Mondays	6:00 p.m.	City Council Chambers		Wortman		N	
City of Locust	1st Thursday	7:30 p.m.	City Hall		Furr		N	
Cooperative Extension Service	Quarterly	6:00 p.m.	Extension Office		Wortman		N	
Council of Planning – NC 73 Corridor	Quarterly, 3rd Tuesday	2:00 p.m.	Varies	Furr		Wortman	Y	
Early Childhood Task Force	2nd Tuesday	4:00 p.m.	Concord Library	Measmer				
Exit 49 Taskforce	As Needed		CVB Office		Wortman	Downs	Y	
Fire Departments & First Responder Advisory Committee	March, June, Sept. & Dec.	7:00 p.m.	Different VFD's Host		Wortman	Shue	N	
Home and Community Care Block Grant Advisory Committee	2-19; 3-1*9; 4-23*; 5-21; 8-20; and 11-19 (*tentative)	TBD	Senior Center	Furr			N	
Human Services Advisory Board	2nd Wednesday	1:30 p.m.	HSC Board Room	Measmer			Y	
Juvenile Crime Prevention Council	3rd Wednesday	7:30 a.m.	Governmental Center	Measmer			Y	
Kannapolis Board of Education	2nd Monday	Varies	Central Office		Shue	Furr	N	
Library Board of Trustees	1-18; 3-15; 5-17; 7-19; 9-20; and 11-15 (3rd Thursdays)	4:30 p.m.	Libraries - Rotate		Morris		N	
Local Emergency Planning Committee	2-7; 5-2; 8-1; and 11-7	3:00 p.m.	Governmental Center		Measmer		Y	
Logan Community	4th Monday	6:00 p.m.	Logan Community Center		Wortman			
Mental Health Advisory Board	3-21; 6-20; 9-19; and 12-19	6:00 p.m.	Governmental Center		Wortman			
Public Health Authority of Cabarrus County	2nd Tuesday	5:30 p.m.	HSC Board Room	Morris			Y	Term ends 6/30/25
Region F Aging Advisory Committee	Quarterly - Thursday (March 8 and June 14)	1 p.m.	COG Office		Shue		N	
Rowan-Cabarrus Community College Board of Trustees	Last Monday of Month (except July & Dec.)	4:00 p.m.	Varies		Morris		N	Term ends 6/30/25
Senior Centers Advisory Council	3rd Monday	11:00 a.m.	Senior Center		Measmer		N	
Soil & Water Conservation District	1st Tuesday	5:15 p.m.	Governmental Center		Shue		N	
Tourism Authority (CVB)	4th Wednesday	8:00 a.m.	CVB Office	Honeycutt			Y	Term ends 6/30/24 Finishes out term
Town of Harrisburg	2nd Monday	6:00 p.m.	Town Hall		Measmer		N	
Town of Midland	2nd Tuesday	6:00 p.m.	Town Hall		Furr		N	
Town of Mt. Pleasant	1st Monday (except June & August) No July or Sept meeting.	7:00 p.m.	Town Hall Auditorium		Shue		N	
Transportation Advisory Board	2-7; 4-4; 6-6; 8-1; 10-3; and 12-5	10:00 a.m.	CCTS Conference Room		Morris		N	
Water and Sewer Authority (WSACC)	3rd Thursday	5:00 p.m.	WSACC - 232 Davidson Hwy.	Shue/Marshall			Y	Term ends 6/30/24
Youth Commission	3rd Monday	6:00 p.m.	Varies		Furr		N	

## 2024 COMMISSIONER BOARD APPOINTMENTS

NAME OF BOARD	MEETING DATE	MEETING TIME	MEETING LOCATION	MEMBER	LIAISON	ALTERNATE	VOTE	NOTES
Active Living and Parks Commission	3rd Thursday	6:00 p.m.	Concord Senior Center		Wortman		N	
Blended Community Child Protection Team (CCPT)/Child Fatality Prevention Team (CFPT)	Monthly		CHA/Alternate Locations	Wortman			Y	
Cabarrus County Board of Education - Business Mtg.	2nd Monday	6:00 p.m. (Business)	Old Airport Road		Furr	Measmer	N	
Cabarrus County Board of Education - Work Session	1st Monday	6:00 p.m. (Wk. Session)	Old Airport Road		Measmer	Furr	N	
Cabarrus County Partnership for Children (Smart Start)	4th Tuesday (Recommendation to meet bi-monthly)	Noon	1307 S. Cannon Blvd, Kannapolis, NC	Morris			Y	
Cabarrus Planning and Zoning Commission	2nd Tuesday	6:30 p.m.	Governmental Center		Wortman	Shue	N	
Cabarrus-Rowan Urban Area MPO Transportation Adv. Comm.	4th Wednesday (except July/Dec.)	5:30 p.m.	Varies	Morris		Shue	Y	
Centralina Regional Council of Government Executive Board	Monthly	2nd Wednesday	Charlotte Office	Shue				
Centralina Regional Council of Government Board of Directors	Monthly	2nd Wednesday	Charlotte Office	Shue				
Centralina Economic Development Commission	3rd Thursday	4:00 p.m.	COG Office	Downs				
Centralina Workforce Development Consortium	Bi-Monthly 2nd Tuesday	4:30	Varies	Furr			Y	
City of Concord	2nd Thursday	6:00 p.m.	Council Chambers		Morris		N	
City of Kannapolis	2nd & 4th Mondays	6:00 p.m.	City Council Chambers		Wortman		N	
City of Locust	1st Thursday	7:30 p.m.	City Hall		Furr		N	
Cooperative Extension Service	Quarterly	6:00 p.m.	Extension Office		Wortman		N	
Council of Planning – NC 73 Corridor	Quarterly, 3rd Tuesday	2:00 p.m.	Varies	Furr		Wortman	Y	
Early Childhood Task Force	2nd Tuesday	4:00 p.m.	Concord Library	Measmer				
Exit 49 Taskforce	As Needed		CVB Office		Wortman	Downs	Y	
Fire Departments & First Responder Advisory Committee	March, June, Sept. & Dec.	7:00 p.m.	Different VFD's Host		Wortman	Shue	N	
Home and Community Care Block Grant Advisory Committee	2-19; 3-1*9; 4-23*; 5-21; 8-20; and 11-19 (*tentative)	TBD	Senior Center	Furr			N	
Human Services Advisory Board	2nd Wednesday	1:30 p.m.	HSC Board Room	Measmer			Y	
Juvenile Crime Prevention Council	3rd Wednesday	7:30 a.m.	Governmental Center	Measmer			Y	
Kannapolis Board of Education	2nd Monday	Varies	Central Office		Shue	Furr	N	
Library Board of Trustees	1-18; 3-15; 5-17; 7-19; 9-20; and 11-15 (3rd Thursdays)	4:30 p.m.	Libraries - Rotate		Morris		N	
Local Emergency Planning Committee	2-7; 5-2; 8-1; and 11-7	3:00 p.m.	Governmental Center		Measmer		Y	
Logan Community	4th Monday	6:00 p.m.	Logan Community Center		Wortman			
Mental Health Advisory Board	3-21; 6-20; 9-19; and 12-19	6:00 p.m.	Governmental Center		Wortman			
Public Health Authority of Cabarrus County	2nd Tuesday	5:30 p.m.	HSC Board Room	Morris			Y	Term ends 6/30/25
Region F Aging Advisory Committee	Quarterly - Thursday (March 8 and June 14)	1 p.m.	COG Office		Shue		N	
Rowan-Cabarrus Community College Board of Trustees	Last Monday of Month (except July & Dec.)	4:00 p.m.	Varies		Morris		N	Term ends 6/30/25
Senior Centers Advisory Council	3rd Monday	11:00 a.m.	Senior Center		Measmer		N	
Soil & Water Conservation District	1st Tuesday	5:15 p.m.	Governmental Center		Shue		N	
Tourism Authority (CVB)	4th Wednesday	8:00 a.m.	CVB Office	Honeycutt			Y	Term ends 6/30/24 Finishes out term
Town of Harrisburg	2nd Monday	6:00 p.m.	Town Hall		Measmer		N	
Town of Midland	2nd Tuesday	6:00 p.m.	Town Hall		Furr		N	
Town of Mt. Pleasant	1st Monday (except June & August) No July or Sept meeting.	7:00 p.m.	Town Hall Auditorium		Shue		N	
Transportation Advisory Board	2-7; 4-4; 6-6; 8-1; 10-3; and 12-5	10:00 a.m.	CCTS Conference Room		Morris		N	
Water and Sewer Authority (WSACC)	3rd Thursday	5:00 p.m.	WSACC - 232 Davidson Hwy.	Shue/Marshall			Y	Term ends 6/30/24
Youth Commission	3rd Monday	6:00 p.m.	Varies		Furr		N	

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**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 December:

Appointments and Removals - Cabarrus County Senior Centers Advisory Council

The terms of appointment on the Cabarrus County Senior Centers Advisory Council have expired for Ann Eaves, Earline Ward, Mary Watts, Katie Little, James Lentz and Thomas Dixon.

Ann Eaves, Earline Ward, Mary Watts and Katie Little expressed interest in serving an additional term. The Concord Senior Center Advisory Council voted unanimously to re-appointment them for an additional three-year term expiring December 31, 2026. Length of service and residency exceptions to the Appointment Policy will be needed for Ms. Watts .

The Concord Senior Center Advisory Council voted unanimously to remove James Lentz, Sr. and Thomas Dixon from the roster and thank them for their service.

Appointment - Partners Health Management - Board of Directors

In accordance with Partners Bylaws, terms of members of the board are for three (3) years, with eligibility for reappointment for an additional three (3) years. In addition, the term end date must align with Partners fiscal year end date, which is on June 30 each year. The Cabarrus County representative on the Partners Health Management Board can be a Cabarrus County Commissioner or a designee of their choosing. Paula Yost has served as the Cabarrus County representative for the past three years and has expressed interest in re-appointment for another three-year term. The new term will end June 30, 2027.

**REQUESTED ACTION:**

Provide information.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

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

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

BOC - Resolution Amending the Board of Commissioners' 2024 Meeting Schedule

### **BRIEF SUMMARY:**

Approval is requested to amend the Board's Resolution Amending the Cabarrus County Board of Commissioners' 2024 Meeting Schedule to reflect the dates of June 11 and 12, 2024 to the NCACC County Assembly Day and Legislative Reception in Raleigh, North Carolina.

### **REQUESTED ACTION:**

Motion to adopt the resolution.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Lauren Linker, Clerk to the Board

### **BUDGET AMENDMENT REQUIRED:**

No

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

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### **ATTACHMENTS:**

□ Resolution



## **Resolution Amending the Cabarrus County Board of Commissioners' 2024 Meeting Schedule**

**WHEREAS**, on December 18, 2023, the Cabarrus County Board of Commissioners adopted a meeting schedule for calendar year 2024, which sets forth the dates, times and locations of various official county meetings; and

**WHEREAS**, at the time the resolution was adopted, the dates of the NCACC County Assembly Day and Legislative Reception in Raleigh had not been scheduled

**WHEREAS**, the dates for the NCACC County Assembly Day and Legislative Reception in Raleigh have since been scheduled for June 11 and 12, 2024

**WHEREAS**, the Cabarrus County Board of Commissioners would like to add the dates of June 11 and 12, 2024 for NCACC County Assembly Day and Legislative Reception in Raleigh to the Resolution Amending the Cabarrus County Board of Commissioners' 2024 Meeting Schedule

**NOW, THEREFORE BE IT RESOLVED** that the Cabarrus County Board of Commissioners hereby amends its 2024 Meeting Schedule as follows:

1. The Resolution Amending the Cabarrus County Board of Commissioners' 2024 Meeting Schedule shall show the dates of June 11 and 12, 2024 for the NCACC County Assembly Day and Legislative Reception in Raleigh

**ADOPTED** this 20<sup>th</sup> day of May, 2024.

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Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

ATTEST:

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Lauren Linker, Clerk to the Board

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Approval of Regular Meeting Agenda

**SUBJECT:**

BOC - Approval of Regular Meeting Agenda

**BRIEF SUMMARY:**

The proposed agenda for the May 20, 2024 regular meeting is attached.

**REQUESTED ACTION:**

Motion to approve the agenda for the May 20, 2024 regular meeting as presented and schedule the public hearing for 6:30 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:**

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**ATTACHMENTS:**

- Proposed May 20, 2024 Regular Meeting Agenda

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**May 20, 2024  
6:30 PM**

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### MISSION STATEMENT

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

### CALL TO ORDER BY THE CHAIRMAN

### PRESENTATION OF COLORS

### INVOCATION

#### A. APPROVAL OF THE AGENDA

#### B. RECOGNITIONS AND PRESENTATIONS

1. Active Living and Parks - AARP Tax Volunteers Recognition
2. Veterans Services - Memorial Day 2024 Proclamation

#### C. INFORMAL PUBLIC COMMENTS

#### D. OLD BUSINESS

1. EMS - Renewal of Non-Emergency Transport Franchise Agreement with American Transmed

#### E. CONSENT AGENDA

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

1. Appointments and Removals - Cabarrus County Senior Centers Advisory Council
2. Appointment - Partners Health Management - Board of Directors
3. Behavioral Health - Hold Harmless Funds Budget Amendment
4. BOC - 2024 Commissioner Board Appointments Update

5. BOC - Resolution Amending the Board of Commissioners' 2024 Meeting Schedule
6. County Manger - Cabarrus Arts Council Lease Extension
7. Cabarrus County Tourism Authority - FY 2025 Budget
8. DHS - Transportation 5310 Elderly and Handicapped Grant
9. EDC - Funding to Support the Spark and Retail Lab Programs at the Cabarrus Center for Innovation and Entrepreneurship
10. Finance - Budget Amendment For Additional Tax Turnover To The Fire Districts
11. Finance - FLP Insurance Proceeds
12. Finance - Rowan County Lottery Proceeds
13. Legal - Proposal to Lease Part of Hickory Ridge High School Property
14. Planning- Community Development Budget Amendment
15. Rowan-Cabarrus Community College (RCCC) - Capital Project Budget Transfer Request
16. Sheriff's Office - Acceptance of Governor's Highway Safety Program (GHSP) Grant Award
17. Sheriff's Office - Acceptance of Governor's Highway Safety Program's (GHSP) Bike Safe Grant
18. Sheriff's Office - Budget Amendment for Purchase of Town of Harrisburg Patrol Vehicles
19. Sheriff's Office - Town of Harrisburg Law Enforcement Contract Update
20. Tax Administration - Refund and Release Reports – April 2024

**F. NEW BUSINESS**

1. County Manager - Presentation of the FY25 Recommended Budget
2. Public Hearing - Fire Marshal - Fire District Boundary Change

**G. 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. Communications and Outreach - Monthly Summary Report
6. County Manager - Monthly Building Activity Reports
7. EDC - April 2024 Monthly Summary Report

**H. GENERAL COMMENTS BY BOARD MEMBERS**

**I. WATER AND SEWER DISTRICT OF CABARRUS COUNTY**

**J. CLOSED SESSION**

**K. ADJOURN**

In accordance with ADA regulations, anyone who needs an accommodation to participate in the meeting

should notify the ADA Coordinator at 704-920-2100 at least forty-eight (48) hours prior to the meeting.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**May 6, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Closed Session

**SUBJECT:**

Closed Session - Pending Litigation, Economic Development and Personnel Matters

**BRIEF SUMMARY:**

A closed session is needed to discuss matters related to pending litigation, economic development and personnel matters as authorized by NCGS 143-318.11(a)(3), (4) and (6).

**REQUESTED ACTION:**

Motion to go into closed session to discuss matters related to pending litigation, economic development and personnel matters as authorized by NCGS 143-318.11(a)(3), (4) and (6).

**EXPECTED LENGTH OF PRESENTATION:**

1 Hour or More

**SUBMITTED BY:**

Mike Downs, County Manager

**BUDGET AMENDMENT REQUIRED:**

No

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

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