



## **CABARRUS COUNTY BOARD OF COMMISSIONERS**

**WORK SESSION  
August 6, 2018  
4:00 P.M.**

---

### **1. CALL TO ORDER - CHAIRMAN**

### **2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN**

2.1 Including Changes to the Agenda Pg. 133

### **3. DISCUSSION ITEMS - NO ACTION**

- 3.1 Cabarrus County District Attorney - Discussion of New Courthouse Entrances Pg. 3
- 3.2 Infrastructure and Asset Management - Parking Deck Update Pg. 4
- 3.3 Infrastructure and Asset Management - Discussion of Parking Deck Fees Pg. 8
- 3.4 Infrastructure and Asset Management - Discussion of Remaining Old Mount Pleasant Middle School Parcel Pg. 19
- 3.5 Infrastructure and Asset Management - Historic Courthouse Clock Tower Repairs Pg. 20

### **4. DISCUSSION ITEMS FOR ACTION AT AUGUST 20, 2018 MEETING**

- 4.1 CCS - Request to Reappropriate FY18 Capital Funding Pg. 24
- 4.2 CCS - Funds Requested for Evaluation of Beverly Hills Elementary School Site - \$20,000 Pg. 28
- 4.3 Finance - Approval of Project Ordinances and Budget Amendment Related to School CIP Funded Projects in the FY19 General Fund Budget Pg. 31
- 4.4 KCS - Request to Reappropriate FY18 Capital Funding Pg. 41
- 4.5 RCCC - Request to Reappropriate FY18 Capital Funding Balance Pg. 45
- 4.6 Finance - Construction and Renovation Fund Project Ordinance and Budget Amendment Update Pg. 49
- 4.7 County Manager - Approval of Additional Capital Improvement Projects Identified After the Budget Process Pg. 55
- 4.8 County Manager - AT&T/New Cingular Wireless Lease Extension Pg. 57
- 4.9 County Manager - Reappropriation of Funds for Ongoing Projects, Grants and Commitments Pg. 74
- 4.10 DHS - Energy Programs Outreach Plan Pg. 78
- 4.11 Human Resources - Updates to Personnel Ordinance Pg. 84

- 4.12 Infrastructure & Asset Management - Surplus of Historic Items to Historic Cabarrus Pg. 86
- 4.13 Planning and Development - HOME Program Project Ordinance and Budget Amendment Pg. 93
- 4.14 Sheriff's Office - Approve Bid Award with Lonnie Cobb Ford for 2019 Ford Utility Police Interceptor Vehicles (Explorer) Pg. 98
- 4.15 Sheriff's Office - 911 Emergency Telephone Fund Recording System Purchase and Budget Amendment Pg. 112
- 4.16 County Attorney - Approval of Tax-Exempt Bond Financing for Carolina International School Pg. 116
- 4.17 BOC - Resolution Amending the Board of Commissioners' 2018 Meeting Schedule Pg. 124

## **5. APPROVAL OF REGULAR MEETING AGENDA Pg. 127**

## **6. CLOSED SESSION**

- 6.1 Closed Session - Pending Litigation, Economic Development and Acquisition of Real Property Pg. 131

## **7. ADJOURN**



**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**WORK SESSION**

**AUGUST 6, 2018**  
**4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Cabarrus County District Attorney - Discussion of New Courthouse Entrances

**BRIEF SUMMARY:**

District Attorney Roxann Vaneekhoven has requested to discuss with the Cabarrus County Commissioners the number of employee entrance points planned for the new Cabarrus County courthouse.

**REQUESTED ACTION:**

No action required.

**EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

**SUBMITTED BY:**

Roxann Vaneekhoven, District Attorney  
Kyle Bilafer, Area Manager of Operations

**BUDGET AMENDMENT REQUIRED:**

No

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

---



**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**WORK SESSION**

**AUGUST 6, 2018**  
**4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Infrastructure and Asset Management - Parking Deck Update

**BRIEF SUMMARY:**

Staff will provide an update on the parking deck project.

**REQUESTED ACTION:**

No action required.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

**BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS**

[Deck Update Photos](#)

---









First SOG Pour 5/14/18



Masonry Retaining Wall Installation



PT Cables at a Beam End



Distributed PT Cables



Waterproofing at A-line and 1-line



Elevated Deck Work





**Photo 9**  
Tendon anchorages at CLL-8



**Photo 10**  
Conduit placement in slab



**Photo 11**  
Tendon layout (looking west)



**Photo 12**  
Conduit placement in slab



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 6, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items - No Action

### **SUBJECT:**

Infrastructure and Asset Management - Discussion of Parking Deck Fees

### **BRIEF SUMMARY:**

Staff has completed a survey of parking fees at several municipal and county utilized parking decks throughout the state. Staff put emphasis on surveying fees at parking decks that are utilized for Courthouse parking. The information has been compiled in order to present potential fee options to the Board of Commissioners so staff can receive guidance and direction on potential fees for parking at the new parking deck once construction is complete.

### **REQUESTED ACTION:**

Receive input.

### **EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

### **SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

### **BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS**

- [Summary of Findings](#)
  - [Parking Deck Fee Comparisons By Location](#)
-

## Parking Deck Comparisons

- A total 25 plus decks were looked at
- Locations include: Concord, Charlotte, Gastonia, Greensboro, Asheville, Winston-Salem, Wilmington, and Raleigh
- All decks were .6 mile or less away from the county courthouse
- Decks were primarily owned by municipalities, some were private, one was a joint venture between city/private
- The sizes of the decks were smaller, the same size as, and larger than ours
- Parking fees ranged from free to \$15 per day
- Most decks have the option to rent a space on a monthly basis, some had options to rent a reserved space on a monthly basis. Costs ranged from \$10-\$173
- Very few decks had staffed pay stations, most had an automated pay station that accepted cash or a credit card
- The average cost to park per hour in Charlotte was \$3.33, per day \$14
- In Greensboro the first hour is free and then each additional hour is \$.75, the max. cost per day is \$7
- In Asheville the first hour is free and then each additional hour or fraction thereof is \$1.25. The daily maximum is \$10. Multi day rates are \$7 per day.
- In Winston-Salem the cost to park is \$1 per hour or part thereof. They have an incentive for people who park in the deck and patronize a local downtown business.
- In Raleigh the costs range from \$1-\$3 per hour with a \$12 max. per day
- In Concord up to two-hour parking is free on the first 1.5 levels. After that reserved parking spaces range from \$10-\$25 per space per month



**CONCORD**

<b>DECK</b>	Cabarrus Ave. Deck
Location	29 Union St. N Concord, NC 28025
Fee per hour	
Fee per day	
Owner	City of Concord
Size of deck	
Hours	24/7/365
Payment Options	
Features/Amenities	
Proximity to Courthouse	.3 mile 6 blocks



Free 2 hour parking up to level 1.5, above that and behind the Level 1 1/2 the amount is \$25 per space per month. Level 3 is \$15 per space per month. Level 4 is \$10 per space per month.

**CHARLOTTE  
DECKS**

Location	915 East 4th St. Charlotte, NC 28204	555 S. McDowell St. Charlotte, NC 28204	Charlotte-Mecklenburg Governmental Center Garage 232 South Davidson St Charlotte, NC 28202
Fee per hour	\$1.00	\$6.00	\$3.00
Fee per day	\$12.00	\$15.00	\$15.00
Owner	Private	Private (Sheraton Hotel)	
Size of deck	600 spaces		
Hours	Mon-Sun All Day	Mon-Sun All Day	Open 24/7
Payment Options	Cash and Card		Cash and Card
Features	Overnight allowed; Extra large spaces; Lit; Motorcycle spaces, Disabled Spaces	Overnight allowed; Lit	
Proximity to Courthouse	.2 mile Less than one block	.3 mile 2 blocks	.3 mile 2.5 blocks



**GASTONIA  
DECKS**

Gastonia Conference Center

Location	145 Dr. Martin Luther King Jr Way, Gastonia, NC 28052
Fee per hour	Free
Fee per day	Free
Owner	Gastonia
Size of deck	229 spaces
Hours	?
Payment Options	N/A
Features/Amenities	
Proximity to Courthouse	.3 mile 5 blocks

**GREENSBORO  
DECKS**

	Davie Street Deck	Greene Street Deck	Church Street Deck	Bellemeade Street Deck
Location	109 E. Market St. Greensboro, NC 27401	211 S. Greene St. Greensboro, NC 27401	215 N. Church St. Greensboro, NC 27401	220 N. Greene St. Greensboro, NC 27401
Fee per hour	.75 with first hour free	.75 with first hour free	.75 with first hour free	.75 with first hour free
Fee per day	\$7.00	\$7.00	\$7.00	\$7.00
Owner	City	City	City	City
Size of deck	415 spaces	706 spaces	417	1,276
Hours				
Payment Options	Cash (exact change only) or Card	Cash (exact change only) or Card	Cash (exact change only) or Card	Cash (exact change only) or Card
Features/Amenities	Free from 6pm-9pm. After 9pm-3am there is a flat rate of \$2. Monthly parking available.	Free from 6pm-9pm. After 9pm-3am there is a flat rate of \$2. Monthly parking available. Electric vehicle charging station.	Free from 6pm-9pm. After 9pm-3am there is a flat rate of \$2. Monthly parking available.	Free from 6pm-9pm. After 9pm-3am there is a flat rate of \$2. Monthly parking available.
Proximity to Courthouse	.3 mile 5 blocks	.3 mile 4 blocks	.6 mile 8 blocks	.3 mile 5 blocks

**Surface Lots**

	City/County Lot	Depot Complex Lot	Elm Street/Greene Street Lot	Elm Street/MLK Jr. Drive Lot	Elm Street/McGee Street Lot	Federal Place/Washington Street Lot
Location	201 S. Eugene St. Greenboro, NC 27401	236-C E. Washington St. Greensboro, NC 27401	323 S. Greene St. Greensboro, NC 27401	501 S. Elm St. Greensboro, NC 27406	336 S. Elm St. Greensboro, NC 27401	305 W. Washington St. Greensboro, NC 27401
Fee per hour	\$1.00		\$1.00		\$1.00	\$1.00
Fee per day						
Owner	City	City	City	City	City	City
Size of deck			68 three hour metered parking spaces	24	73 three hour metered parking spaces	70 two hour and 10 hour spaces
Hours						
Payment Options			Cash or Card		Cash or Card	
Features/Amenities	Metered lots with four hour spaces and 10 hour hadicapped spaces.	Two hour metered spaces, monthly spaces, handicapped spaces available.		Three spaces for monthly parkers and 21 two hour time zone spaces. Monthly parking rate is \$45.		
Proximity to Courthouse	This is the Courthouse	.4 mile 6 blocks	.3 mile 4 blocks	.5 mile 6 blocks	.4 mile 6 blocks	.1 mile 2 blocks



**ASHEVILLE  
DECKS**

	Civic Center Garage	Rankin Ave Garage	Wall St Garage	Biltmore Ave. Garage				
Location	68 Rankin Ave, Asheville, NC 28801	68 Rankin Ave, Asheville, NC 28801	45 Wall St, Asheville, NC 28801	60 South Lexington Ave, Asheville, NC 28801				
Fee per hour	1st hour is free, then \$1.25 per each additional hour or fraction thereof	1st hour is free, then \$1.25 per each additional hour or fraction thereof	1st hour is free, then \$1.25 per each additional hour or fraction thereof	1st hour is free, then \$1.25 per each additional hour or fraction thereof				
Fee per day	\$10 daily maximum, special event single occurrence: \$9 for single day or \$7 for multi-day, monthly rate \$90	\$10 daily maximum, special event single occurrence: \$9 for single day or \$7 for multi-day, monthly rate \$100	\$10 daily maximum, special event single occurrence: \$9 for single day or \$7 for multi-day, monthly rate \$110	\$10 daily maximum, special event single occurrence: \$9 for single day or \$7 for multi-day, daytime monthly rate \$100, 24 hr. monthly rate \$120				
Owner	Asheville	Asheville	Asheville	Joint venture with Aloft hotel				
Size of deck	550 spaces	262 spaces	232 spaces	404 spaces (could be as low as 289 depending on the hotel's occupancy)				
Hours	24/7/365 (M-F 10am-7pm parking booths are staffed, outside these times payment is made when exiting the garage using the exit pay-in-lane stations)	24/7/365 (M-F 10am-7pm parking booths are staffed, outside these times payment is made when exiting the garage using the exit pay-in-lane stations)	24/7/365 (M-F 10am-7pm parking booths are staffed, outside these times payment is made when exiting the garage using the exit pay-in-lane stations)	24/7/365 (M-F 10am-7pm parking booths are staffed, outside these times payment is made when exiting the garage using the exit pay-in-lane stations)				
Payment Options	cash or card	cash or card	cash or card	cash or card				
Features/Amenities				Public restrooms				
Proximity to Courthouse	.4 mile 6 blocks	.4 mile 6 blocks	.5 mile 8 blocks	.4 mile 8 blocks				

**Surface Lots**

Location								
Fee per hour								
Fee per day								
Owner								
Size of deck								
Hours								
Payment Options								
Features/Amenities								
Proximity to Courthouse								



**WINSTON-SALEM  
DECKS**

	Sixth-Cherry/Trade Parking Deck	Fourth and Chruch St Deck	Liberty-Main Parking Deck	Lilberty Plaza Parking Deck
Location	519 N. Cherry St Winston-Salem, NC	455 N. Church St Winston-Salem, NC	495 N. Liberty St Winston-Salem, NC 27101	
Fee per hour	\$1 per hour or part thereof; \$.50 per Park and Shop stamp redeemed	\$1 for each hour of part thereof; \$9 daily maximum; \$.50 per Park and Shop Stamp redeemed; \$65 per month interior levels: 10-30 spaces rented, \$60 per space per month interior levels; 31-50 spaces rented, \$55 per space per month interior levels; 51-70 spaces rented, \$50 per month per space interior levels; over 71 spaces rented, \$45 per space per month interior level; \$95 per month for reserved space		
Fee per day	\$9 daily maximum, \$2 per evening ovr weekend park, \$2 per weekday lunch with over 400 people attending	\$9 daily maximum		
Owner	City	City	Central Parking	Atlantic Coast Commercial
Size of deck				
Hours	6:30am-11pm M-F Weekend hours depend on Convention Center schedule	6:30am-7pm M-F Weekend hours depend on Convention Center schedule		
Payment Options				
Features/Amenities				
Proximity to Courthouse	.4 mile 6 blocks	.3 mile 5 blocks	.2 mile 3 blocks	next door to the CH

**Surface Lots**

	City Hall North	Trade & Liberty Parking Lot	Third & Main St. Lot	Transit Center Lot
Location	125 N. Main St. Winston-Salem, NC			
Fee per hour	\$1 per hour or part thereof	\$.25 per half hour		
Fee per day	\$9 max			
Owner	City	City	West 3rd Street Management	
Size of deck				
Hours				
Payment Options				
Features/Amenities				
Proximity to Courthouse	.1 mile 2.5 blocks			



**WILMINGTON  
DECKS**

	City of Wilmington 2nd Street Parking Deck	City of Wilmington Market Street Parking Deck		
Location	114 N 2nd St Wilmington, NC 28401	115 N. Market St. Wilmington, NC 28401		
Fee per hour	Park first hour free in this City deck. This deck offers hourly, daily and monthly parking. Rates are \$1 per hour with a maximum of \$8 per day. Decks charge 24 hours a day - 7 days a week.  Nighttime parking is paid upon entry Thursday through Saturday after 9pm. The fee is \$5.  Monthly parking is \$55 for a general space and \$70 for a reserved spot. A discount of \$30 a month is available for rooftop parking.  A special event rate of \$7 applies for the Azalea Festival, River Festival, July 4th and New Year's Eve.	Park first hour free in this deck. This deck offers hourly, daily and monthly parking. Rates are \$1 per hour with a maximum of \$8 per day. Decks charge 24 hours a day - 7 days a week.  Nighttime parking is paid upon entry Thursday through Saturday after 9pm. The fee is \$5.  Monthly parking is \$55 for a general space and \$70 for a reserved spot. A discount of \$30 a month is available for rooftop parking.  A special event rate of \$7 applies for the Azalea Festival, River Festival, July 4th and New Year's Eve.		
Fee per day				
Owner	City	City		
Size of deck				
Hours				
Payment Options				
Features/Amenities				
Proximity to Courthouse	.2 mile	.2 mile		

**RALEIGH  
Decks**

	Wilmington St. Station	Moore Square	City Center Parking Deck	Municipal	Cabarrus Parking Deck	Blount St.	Convention Center Underground Deck	Performing Arts Parking Deck
Location	117 S. Wilmington St, Raleigh, NC 27601	299, 233 S. Wilmington St, Raleigh, NC 27601	429 S. Wilmington St, Raleigh, NC 27601	201 W. Morgan St, Raleigh, NC 27601	436S S Salisbury St, Raleigh, NC 27601	314 S. Blount St, Raleigh, NC 27601	502 S. Wilmington St, Raleigh, NC 27601	128 W. South St, Raleigh, NC 27601
Fee per hour								
Fee per day								
Owner								
Size of deck								
Hours								
Payment Options								
Features/Amenities								
Proximity to Courthouse	.3 mile 6 blocks	.2 mile 4 blocks	.3 mile 4.5 blocks	.2 mile 2.5 blocks	.2 mile 1.5 blocks	.3 miles 4 blocks	.3 mile 4.5 blocks	.4 mile 3.5 blocks

	Hourly		Nights		Monthly	
	Mon-Thurs	Fri	Mon-Thurs	Fri	Unreserved	Reserved
	7:00am - 7:00pm	7:00 - 5:00pm	7:00pm - 7:00am	5:00pm - 7:00am		
Wilmington St. Station				\$5 flat fee	\$110	\$165
Moore Square	1st 15 min. free	1st 15 min. free	No Charge Except for Special Events	\$5 flat fee	\$110	\$165
City Center	\$1.00/30 min.	\$1.00/30 min.		\$5 flat fee	\$115	\$173
Municipal	\$12 max.	\$12 max.		\$5 flat fee	\$110	\$165
Cabarrus	Monday-Friday 7:00am-7:00pm			\$7 Event Parking	\$7 Event Parking Only	\$110
Blount Street	1st 15 min. free		No Public Access	No Public Access after 7:00pm	\$110	N/A
Convention Center	\$3/hour	\$3/hour	\$3/hour	\$3/hour	\$115	\$173
Performing Arts	\$12 max	\$12 max	\$12 max	\$12 max	\$115	N/A
Access Card Replacement: \$10			Special Events: \$7.00 or as posted			



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 6, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items - No Action

### **SUBJECT:**

Infrastructure and Asset Management - Discussion of Remaining Old Mount Pleasant Middle School Parcel

### **BRIEF SUMMARY:**

County staff to update the Board of Commissioners on condition of the four acre parcel at the Old Mount Pleasant Middle School site that is not under contract for sale. Staff has made minor improvements to the electrical service that provides the ball field lighting and is considering some potential parking improvements. County requests input from the Board of Commissioners about the potential improvements staff is investigating.

### **REQUESTED ACTION:**

Receive input.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

### **BUDGET AMENDMENT REQUIRED:**

No

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

---





# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 6, 2018  
4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Infrastructure and Asset Management - Historic Courthouse Clock Tower Repairs

**BRIEF SUMMARY:**

Staff will discuss the Historic Courthouse Clock Tower structural upgrades project and discuss removal and restoration of the existing clock apparatus.

**REQUESTED ACTION:**

Receive input.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Kyle Bilafer, Area Manager Of Operations

**BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS**

[Clock Restoration Plan](#)

---



# Historic Cabarrus Courthouse Clock Restoration

Cabarrus Time Savers Restoration Plan and Outline - June 3, 2018

## ***Purpose***

The purpose of this restoration is to return the historic Cabarrus Courthouse clock to running condition as designed by the manufacturer, restore and replace exterior dial displays, and return the bell to functioning condition with the addition of a silencing mechanism.

## ***Equipment and Components In Need of Restoration***

Exterior Clock Dials (4)

- Dial faces
- Hands
- Motion works
- Lighting

**DRAFT**

Clock Movement – 1876 A.S. Hotchkiss #12a, time and strike

- Going train
- Strike Train
- Frame
- Time output components
- Strike output components

Bell and Strike Components

- 994 Pound Meneely Bell
- Rotary Yoke Assembly
- Hammer and linkage components
- Unidentified striking unit

## ***Condition of Equipment***

The Historic Cabarrus Courthouse clock is in non-functioning condition. The clock was retrofitted with electric motors to run the clock without weights and manual winding. The clock shows wear typical of incorrect motor installation, as the clock was designed to be driven mechanically with weights. Original mechanical drive components were removed during motor installation and components related to the time going train were damaged. All clock and bell components exhibit surface corrosion, large amounts of dust, and presence of bird and rodent fecal matter. Clock dial faces have faded paint and markings,

center holes do not allow proper mounting and sealing of motion works to faces, hands show sign of weathering and deterioration.

Condition of equipment will require further evaluation upon removal and disassembly.

## **Restoration Plan and Assessment**

# **DRAFT**

### *Exterior Dials and Components*

Current dials are replacements to the original wood dials. They are constructed of clear plate glass and were painted or screen printed to display numerals for each hour and minute marks. The plate glass dials will be replaced with dials that better represent the original designs as installed by the Seth Thomas Company when the courthouse was constructed. The faces will remain transparent to allow back-lighting for night viewing. They will be frosted glass or UV resistant Lexan, or other appropriate materials. The dial details will include proper Roman Numerals constructed of, per the original design and will be constructed of aluminum with black protective coating. Hands will be replaced with correct style hands and motion works will be restored as part of this replacement process. All work related to the dials will be completed by the Tower Clock Company, of South Charleston, Ohio.

### *Clock Movement and Components*

The clock movement, built by A.S. Hotchkiss under the umbrella of the Seth Thomas Company was designed to be weight driven. The clock consists of a going train for keeping time and a strike train for metering strikes to the bell. Each train was driven by the weight of a crate containing rocks or metal plates that traveled in chutes down the front wall structure of the courthouse. These weights would be wound once a week in order to prevent the clock from stopping. Many decades later, the clock was retrofitted with electric motors so the weights would no longer have to be used or wound. During the installation of the motors, the components related to time mechanical time keeping and governing the bell strike sequence were removed and are now unaccounted for. Eventually the motors stopped operating, causing the clock to stop running and the bell to stop ringing. The clock was not designed to operate with electric motors and will be returned to its weight driven design with auto-winding devices for reduced service intervals and clock longevity.

To return the clock to its intended design and functionality, missing components will be reproduced and replaced. The components include pinwheel escapement parts, pendulum and pendulum bob, and fly governor assembly for the strike side of the clock movement.

The weight drive assemblies for the going train and strike side will be constructed following the build plan of similar designs built by Seth Thomas in the early 1900's. These incorporated a winding motor to raise the weights and keep the clock running and the bell striking. These are an appropriate alternative to the original weight drive system that utilized the chutes in the front structure of the building. These chutes have since been repurposed for sprinkler plumbing, electrical runs, and communication cables and can no longer be used to house the falling weight system. The Seth Thomas style auto-winding weight system will be constructed and installed by the Tower Clock Company.

The Hotchkiss-Seth Thomas clock movement assembly will be disassembled on-sight and removed from the courthouse dial room in sub-assemblies with the assistance of the Tower Clock Company. The clock components will be cleaned, refinished to detail, and mechanical components replaced, repaired, and restored by Cabarrus Time Savers off-sight. All transportation of the clock movement will be done under the care and assistance of the Tower clock Company. The Tower Clock Company will serve as the provider and creator of missing components. Cabarrus Time Savers will document all components and photograph the restoration process for educational purposes, and for future maintenance and repairs. Reverse engineering will be required for many of the missing components for proper recreation. This will include CAD (Computer Aided Design) drawings and construction of casting patterns, as needed.

Reinstallation of the clock components will be done with the assistance of the Tower Clock Company. Upon reinstallation of the clock movement, the clock functionality will be tested in-full before final commencing. If desired after clock is in service, a Lexan or Acrylic box will be constructed around the movement to help keep it clean, while maintaining full visibility of the clock. Construction of the transparent box to be determined.

#### *Bell and Strike Components*

The 994 pound Meneely bell and “Rotary Yoke” assembly will not be removed from the courthouse belfry and will be restored on-sight, as needed. The bell will be cleaned, inspected, and checked for proper operation. The hammer components and linkages will be restored and replaced as needed.

Next to the bell assembly, it was found that an unidentified striking unit is present. The striking assembly shows evidence of two hammers and was most likely used as a town alert system. This unit will be removed and restored, but remain inoperable unless desired to function.

Addition of a bell strike “silencer” will be added so that the bell can be muted on demand and at night. The silencing device will prevent the hammer from striking the bell and the design will appear to be as era correct to the installation as possible.

**DRAFT**



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 6, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items for Action at August 20, 2018 Meeting

### **SUBJECT:**

CCS - Request to Reappropriate FY18 Capital Funding

### **BRIEF SUMMARY:**

Cabarrus County Schools (CCS) had a balance of \$106,400 in capital funding at the end of June 30, 2018. The balance is made up of \$100,000 in funding received late in the fiscal year for a handrail project at Concord High School and \$6,400 in funds for the purchase and installation of mobile units which will be completed in August. The school system is submitting a request to have the funds reappropriated to FY19.

### **REQUESTED ACTION:**

Motion to approve the Cabarrus County Schools FY18 reappropriation request in the amount of \$106,400 and the related budget amendment.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Kelly Kluttz, Chief Financial Officer, CCS  
Susan Fearington, Finance Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

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

## BUDGET AMENDMENT:

### ATTACHMENTS

- [CCS Reallocation list](#)
  - [CCS Reallocation BA](#)
-

Department	Project / Grant	Account Information Org-Object-Proj FY18 GL Codes	Account Information Org-Object-Proj FY19 GL Codes	Account Description	Amount	Justification
Cabarrus County Schools	Capital Outlay	00197210-9701	00197210-9701	Hand Rails for Concord High School	\$100,000.00	CCS was not aware of the funding until close to the end of the fiscal year, requested PO to be issued after July 1 due to the year end closing process
	Capital Outlay	00197210-9701	00197210-9701	Purchase of Mobile Units	\$6,400.00	CCS has outstanding PO's for permits to be paid in August
				<b>TOTAL</b>	<b>\$ 106,400.00</b>	

### Budget Revision/Amendment Request

Date: 8/20/2018

Amount: 106,400.00

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

Department: Finance CCS - Capital

Internal Transfer Within Department     
  Transfer Between Departments/Funds     
  Supplemental Request

**Purpose:** Fund Balance appropriated from the General Fund for unspent FY18 capital balances for Cabarrus County Schools

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	7210-9701	Cabarrus County Schools	1,020,000.00	106,400.00		1,126,400.00
001	6	7210-6901	Fund Balance Appropriated	-	106,400.00		106,400.00
							0.00

**Budget Officer**

- Approved  
 Denied

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

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

**County Manager**

- Approved  
 Denied

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

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

**Board of Commissioners**

- Approved  
 Denied

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

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



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 6, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items for Action at August 20, 2018 Meeting

### **SUBJECT:**

CCS - Funds Requested for Evaluation of Beverly Hills Elementary School Site - \$20,000

### **BRIEF SUMMARY:**

Cabarrus County Schools (CCS) voted on June 28, 2018 to approve a proposal regarding the future of Beverly Hills Elementary School. CCS would like to begin an Architect and Engineering review and site plan high-level design and estimate for building a new facility on the current Beverly Hills Elementary School site. They are requesting \$20,000 from the County to begin this process. FY19 funds were not budgeted for this work. If approved by the Board of Commissioners it would need to be funded through the Commissioner's contingency.

### **REQUESTED ACTION:**

Motion to approve an Architect and Engineering review and site plan high-level design and estimate for building a new facility on the current Beverly Hills Elementary School site and authorize the Finance Director to prepare the appropriate project ordinance and budget amendment using \$20,000 of Commissioner's contingency.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Kelly Kluttz, Chief Financial Officer Cabarrus County Schools

### **BUDGET AMENDMENT REQUIRED:**



Yes

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

**BUDGET AMENDMENT:**

**ATTACHMENTS**

[CCS Request memo](#)

---



July 17, 2018

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

Re: Request for funds to evaluate the Beverly Hills Elementary School site

Dear Board of Commissioners:

The Cabarrus County Board of Education voted on June 28, 2018, to approve a proposal regarding the future of Beverly Hills Elementary School. One element of the proposal included the BoE requesting \$20,000, to be considered by the Board of County Commissioners in August, to begin an A&E review and site plan high-level design and estimate for building a new facility on the current BHES site, with the design to achieve a minimum 25% building core capacity growth (for a total of ~500 student capacity) using the current NC DPI requirements for school construction, or to meet current building capacity and provide space for other district function(s), such as the Technology Department.

We respectfully request that the allocation of \$20,000 for the BoE to commission this evaluation beginning in January 2019 be placed on your August agenda for approval.

Sincerely,

Cindy S. Fertenbaugh, Chair  
Cabarrus County Board of Education

Cc: Mrs. Carolyn Carpenter, Vice Chair  
Mr. David Harrison  
Dr. Robert Kirk  
Mr. Vince Powell  
Mr. Barry Shoemaker  
Mr. Rob Walter



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 6, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items for Action at August 20, 2018 Meeting

### **SUBJECT:**

Finance - Approval of Project Ordinances and Budget Amendment Related to School CIP Funded Projects in the FY19 General Fund Budget

### **BRIEF SUMMARY:**

Included is a list of School CIP (Capital Improvement Plan) projects that were approved as part of the FY19 General Fund Budget process. The contingency funding will remain in the Capital Reserve Fund until needed. The Hickory Ridge Construction Owner and Technology Infrastructure will be recorded and tracked in the Limited Obligation Bond 2018 Fund. The projects are being funded by the Capital Reserve Fund. Updates to the Limited Obligation Bond 2018 Fund and the Capital Reserve Fund project ordinances and the related budget amendment are presented for approval.

### **REQUESTED ACTION:**

Motion to adopt the Limited Obligation Bond 2018 Fund and Capital Reserve Fund project ordinances and the related budget amendment.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Susan Fearrington, Finance Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

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

**BUDGET AMENDMENT:**

**ATTACHMENTS**

- [School FY19 CIP](#)
  - [School FY 19 CIP Amendment](#)
  - [Fd 370 LOBS 2018 Proj Ordinance](#)
  - [Fd 450 Capital Reserve Proj Ord](#)
-



### Budget Revision/Amendment Request

Date: 8/20/2018

Amount: 2,049,500.00

Dept. Head: Susan Fearington (prepared by Sarah Chesley)

Department: Finance - multiple funds

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

This budget amendment is to create contingency accounts for West Cabarrus High School, Hickory Ridge Elementary School and the Performance Learning Center, and to move funds from Capital Reserve to fund Technology & Infrastructure and Construction Owner accounts for the Hickory Ridge Elementary School.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
450	9	7220-9821	Building & Renovations	11,694,607.20		1,536,500.00	10,158,107.20
450	9	7344-9660	Contingency - West Cabarrus High School	-	221,500.00		221,500.00
450	9	7345-9660	Contingency - Hickory Ridge Elementary School	-	1,075,000.00		1,075,000.00
450	9	7341-9660	Contingency - Performance Learning Center	-	240,000.00		240,000.00
450	9	7220-9708	Cont'b to Capital Projects Funds	61,819,959.10	513,000.00		62,332,959.10
450	9	7220-9821	Building & Renovations	10,158,107.20		513,000.00	9,645,107.20
370	6	7345-6921	Cont'b from Capital Reserve Fund	1,919,804.00	513,000.00		2,432,804.00
370	9	7345-9864	Technology & Infrastructure - HRES	-	350,000.00		350,000.00
370	9	7345-9820-0599	Construction Owner - HRES	-	163,000.00		163,000.00

**Budget Officer**

Approved  
 Denied

**County Manager**

Approved  
 Denied

**Board of Commissioners**

Approved  
 Denied

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

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

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

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

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

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

**CABARRUS COUNTY  
LIMITED OBLIGATION BONDS 2018 PROJECT  
BUDGET ORDINANCE**

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

Section I.

- A. The project authorized is for the construction and renovations of Public Schools. Details of the project are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

It is estimated that the following revenues will be available to complete capital projects as listed.

Capital Reserve Contribution	\$4,013,200
Capital Project Fund Contribution	517,197
General Fund Contribution	901,000
Debt Proceeds	54,680,000
<b>TOTAL REVENUES</b>	<b>\$60,111,397</b>

- C. The following appropriations are made as listed.

RCCC – Advanced Technology Center	\$15,873,396
Hickory Ridge Elementary School -CCS	32,627,579
Land - RCCC	1,721,000
Legal Fees	505,534
Mobile Units – CCS	2,095,676
HVAC Replacement – JN Fries	3,011,267
HVAC Replacement – Mt. Pleasant High	4,276,945
<b>TOTAL EXPENDITURES</b>	<b>\$60,111,397</b>

<b>GRAND TOTAL – REVENUES</b>	<b>\$60,111,397</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$60,111,397</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 20<sup>th</sup> Day of August 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

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

# CABARRUS COUNTY CAPITAL RESERVE CAPITAL PROJECT BUDGET ORDINANCE

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

Section I.

- A. The project authorized is for the purpose of accumulating and appropriating funds specifically for future County and School capital projects.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Contributions from General Fund	\$79,684,286
Contributions from CVB	573,771
Contribution from Capital Projects Fund	338,309
Interest on Investments	560,142
<b>TOTAL REVENUES</b>	<b>\$81,156,508</b>

- D. The following appropriations are made as listed:

Mt. Pleasant Middle School	3,627,164
Royal Oaks Elementary	4,476,490
Kannapolis Middle School	5,018,148
Odell 3-5 Elementary School	19,755,175
Kannapolis Intermediate Renovation(Carver)	1,520,978
CBTC Campus Renovations, Safety, Security	184,075
CBTC A/C Unit Replacement Phase II	105,000
Concord Middle School Roof	884,359
Harrisburg Elementary School Roof	630,306
R. Brown McAllister School	30,000
RCCC – A/C Replacement	100,000
West Cabarrus High School	8,941,495
Performance Learning Center	590,709
RCCC – Advanced Technology Center	1,580,396
Hickory Ridge Elementary School	2,950,001
Community College Renovations	280,043
Cabarrus County Schools – Buses FY16	875,000
Cabarrus County Schools – Mobile Units FY16	1,110,000
Cabarrus County Schools yellow buses (10) FY17	880,000
Cabarrus County Schools mobile units (20) FY17	2,400,000
Kannapolis City Schools yellow buses (5)	441,739
School Contingency	2,617,889
IAM Facility and Warehouse	2,141,264
Downtown Parking Deck	1,070,000
Tax Collector’s Office Renovation	9,116
Frank Liske Park Overflow Parking Lot	24,908
Training & Firing Range Renovations	50,000
Public Safety Training Center	75,000
Carolina Thread Trail	50,000
FLP – Western Playground Restroom Facility	375,000

Arena Aisle Safety Lighting	185,000
Arena Marquee Replacement & Sign Enhancement	112,500
County Website Development	250,000
Renovations to 2325 Lake Concord Road	195,000
Courthouse Expansion	6,100,000
Arena Restroom Renovations	100,000
FLP Barn Restrooms	102,000
EMS Heart Monitors	550,111
EMS Relocation to Concord Fire #10	375,000
Government Center Bathroom ADA	205,000
Door Access & Security Cameras - Sheriff	70,000
ITS – Fiber Infrastructure Improvements	120,000
County Facility Projects	27,717
Robert Wallace Park	3,091,047
Park Projects/CVB	573,771
J.N. Fries Middle School	300,000
A.L. Brown School	500,000
West Cabarrus HS	860,000
Governmental Center Chiller Replacement	211,000
Radio Network and Ethernet Backhaul and Edge	500,000
Arena Lighting Control System Replacement	235,000
Other County Capital Projects	3,699,107

**TOTAL EXPENDITURES** **\$81,156,508**

**GRAND TOTAL – REVENUES** **\$81,156,508**  
**GRAND TOTAL – EXPENDITURES** **\$81,156,508**

Section II.

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

6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

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

Adopted this 20<sup>th</sup> day of August, 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

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



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 6, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items for Action at August 20, 2018 Meeting

### **SUBJECT:**

KCS - Request to Reappropriate FY18 Capital Funding

### **BRIEF SUMMARY:**

Kannapolis City Schools (KCS) had an \$85,000 balance in capital funding at the end of June 30, 2018. The funds are allocated as a federal grant match to make improvements to the McKnight Child Development Center. The project should be completed in August. The school system is submitting a request to have the funds reappropriated to FY19.

### **REQUESTED ACTION:**

Motion to approve the Kannapolis City Schools FY18 reappropriation request in the amount of \$85,000 and to approve the related budget amendment.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Will Crabtree, Kannapolis City Schools  
Susan Fearington, Finance Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

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

## BUDGET AMENDMENT:

### ATTACHMENTS

- [KCS Reappropriation list](#)
  - [KCS Reappropriation BA](#)
-

Department	Project / Grant	Account Information Org-Object-Proj FY18 GL Codes	Account Information Org-Object-Proj FY19 GL Codes	Account Description	Amount	Justification
Kannapolis City Schools	Capital Outlay	00197230-9702	00197230-9702	Capital Outlay - Federal matching grant for McKnight Child Development Center improvements	\$85,000.00	Finishing the project now. Had to wait until summer. Should be finished in August.
				<b>TOTAL</b>	<b>\$ 85,000.00</b>	

### Budget Revision/Amendment Request

Date: 8/20/2018

Amount: 85,000.00

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

Department: Finance - KCS Capital

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

**Purpose:** Fund Balance appropriated from the General Fund for unspent FY18 capital balances for Kannapolis City Schools

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	7230-9702	Kannapolis City Schools	100,000.00	85,000.00		185,000.00
001	6	7230-6901	Fund Balance Appropriated	-	85,000.00		85,000.00
							0.00

**Budget Officer**

- Approved
- Denied

**County Manager**

- Approved
- Denied

**Board of Commissioners**

- Approved
- Denied

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

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

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

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

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

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





# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 6, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items for Action at August 20, 2018 Meeting

### **SUBJECT:**

RCCC - Request to Reappropriate FY18 Capital Funding Balance

### **BRIEF SUMMARY:**

Rowan-Cabarrus Community College (RCCC) had a \$30,000 balance in capital funding at June 30, 2018. The college ordered a forklift in March that has not been delivered. RCCC would like to reappropriate remaining FY18 funds to cover the cost of the forklift.

### **REQUESTED ACTION:**

Motion to approve the Rowan Cabarrus Community College FY18 reappropriation request in the amount of \$30,000 and to approve the related budget amendment.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Janet Spriggs, Rowan Cabarrus Community College  
Susan Fearrington, Finance Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

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

### **BUDGET AMENDMENT:**

## ATTACHMENTS

- [RCCC Reappropriation List](#)
  - [RCCC Reappropriation Budget Amendment](#)
-

Department	Project / Grant	Account Information Org-Object-Proj FY18 GL Codes	Account Information Org-Object-Proj FY19 GL Codes	Account Description	Amount	Justification
Rowan Cabarrus Community College	Capital Outlay	00197240-9719	00197240-9719	FY 18 budget unallocated	30,000.00	The College respectfully asks for carryforward of the \$30,000 capital funding allocated in Fiscal 2018 and unspent on June 30, 2018. This money was to be used to purchase a new forklift. An order for the forklift was submitted via the State's E-Procurement System on March 27, 2018 and the state contract vendor had indicated that the forklift would be delivered prior to the end of the fiscal year. However, the vendor could not deliver by the end of the fiscal year. The order is still in place and the vendor has indicated they can deliver soon. We have a great need for the forklift and we ask for carryforward of the funding to allow us to complete the purchase. If the vendor meets their commitment, we will be able to receive the forklift and request reimbursement by the end of first quarter fiscal 2019 or the
				<b>TOTAL</b>	<b>\$ 30,000.00</b>	

**Budget Revision/Amendment Request**

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

**Purpose:** Fund Balance appropriated from the General Fund for unspent FY18 capital balances for Rowan Cabarrus Community College

Fund	Indicator	Department/ Object/ Project	Account Name	Approved	Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	7240-9719	Rowan Cabarrus Community College		-	30,000.00		30,000.00
001	6	7240-6901	Fund Balance Appropriated		-	30,000.00		30,000.00
								0.00

**Budget Officer**

- Approved
- Denied

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

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

**County Manager**

- Approved
- Denied

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

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

**Board of Commissioners**

- Approved
- Denied

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

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



**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**WORK SESSION**

**AUGUST 6, 2018**  
**4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items for Action at August 20, 2018 Meeting

**SUBJECT:**

Finance - Construction and Renovation Fund Project Ordinance and Budget Amendment Update

**BRIEF SUMMARY:**

Updates to the Construction and Renovation Fund Project Ordinance and related Budget Amendment are needed to record 1) the completion of the Landfill Convenience Center wall project freeing up \$94,676.13 and 2) a \$197,911.04 increase for the Frank Liske Restroom project. Funds are available within the fund from previously completed projects to fund the restroom project increase.

**REQUESTED ACTION:**

Motion to approve the Construction and Renovation Fund Project Ordinance and budget amendment for the Landfill Convenience Center wall and Frank Liske Park Restroom project changes.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Susan Fearrington, Finance Director  
Kyle Bilafer, Area Manager for Operations

**BUDGET AMENDMENT REQUIRED:**

Yes

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

**BUDGET AMENDMENT:**

**ATTACHMENTS**

- [Fd 343 Amendment-Const & Reno](#)
  - [Fd 343 Ordinance-Const & Reno](#)
-

**Budget Revision/Amendment Request**

Date: 8/20/2018

Amount: 292,587.17

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

Department: Finance, Construction & Reno Fund 343

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

**Purpose: This Budget Amendment transfers funds from the completed Landfill project into the Available account and moves funds from the available account into the Frank Liske Park Bathroom Project to provide needed funds for completion of the project.**

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
343	9	0000-9830-AVAIL	Other Improvements - AVAIL	197,911.04	94,676.13		292,587.17
343	6	0000-6902-AVAIL	Cont'b from General Fund	34,602.20	94,676.13		129,278.33
343	9	4610-9606	Engineering - Landfill	30,000.00		30,000.00	0.00
343	9	4610-9830	Other Improvements - Landfill	295,000.00		64,676.13	230,323.87
343	6	4610-6902	Cont'b from Capital General Fund	325,000.00		94,676.13	230,323.87
343	9	0000-9830-AVAIL	Other Improvements - AVAIL	292,587.17		197,911.04	94,676.13
343	6	0000-6921-AVAIL	Cont'b from Capital Reserve Fund	163,308.84		100,000.00	63,308.84
343	6	0000-6902-AVAIL	Contlb from General Fund	129,278.33		97,911.04	31,367.29
343	9	8140-9830-BATH	Other Improvements - FLP Bath	477,000.00	197,911.04		674,911.04
343	6	8140-6921-BATH	Cont'b from Capital Reserve Fund	477,000.00	100,000.00		577,000.00
343	6	8140-6902-BATH	Cont'b from Capital General Fund	-	97,911.04		97,911.04
							0.00

**Budget Officer**

- Approved
- Denied

**County Manager**

- Approved
- Denied

**Board of Commissioners**

- Approved
- Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attachment number 1 \n

# CABARRUS COUNTY CONSTRUCTION AND RENOVATION PROJECT BUDGET ORDINANCE

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

Section I.

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

Capital Reserve Fund Contribution	\$13,013,399
Rental – Tower Lease	847,693
Lease Proceeds ( Robert Wallace Park)	4,596,394
General Fund Contribution	5,216,780
Sale of Fixed Assets	423,417
Contributions and Donations	117,036
Park & Recreation Trust Fund(PARTF) Grant	350,000
Capital Projects Fund Contribution	5,775
<b>TOTAL REVENUES</b>	<b>\$24,570,494</b>

- D. The following appropriations are made as listed.

Tax Collector Renovation	\$128,898
Elevator Modernization Government Center	180,000
Government Center Chiller Replacement	211,000
Multiple building Fall Protection Measures	350,000
BOE Election Equipment	323,000
County Website Design	283,750
Jail Camera Upgrade	117,000
LEC Law Enforcement Technology	786,932
Training & Firing Range Renovation	50,000
Radio Network & Ethernet Backhaul and Edge	500,000
Courthouse Expansion	6,213,000
Public Safety Training Center	90,000
Emergency Communications Equipment	2,221,086
JM Robinson High School Wetlands Mitigation	100,000
Robert Wallace Park	8,147,964
Frank Liske Park – W. Playground & Barn Restrooms	674,911
Frank Liske Park Overflow Parking	222,649
Carolina Thread Trail	109,329
Arena- Restroom Renovation	78,170
Arena –Aisle Safety Lighting	129,260
Arena – Marque Replacement & Sign	111,234
Landfill Retaining Wall	230,324



Veterans Services Improvements	95,000
Cooperative Ext. ADA Bathrooms	150,000
Furniture Replacements	178,723
RCCC Land for future expansion	1,244,001
Senior Center Parking Lot	64,476
EMS Heart Monitors	550,111
EMS Co-location – Concord Fire #11	375,000
Governmental Center ADA Bathrooms	205,000
ITS Fiber Technology Improvements	120,000
Arena Lighting Control System Replacement	235,000
Unassigned	94,676

**TOTAL EXPENDITURES** **\$24,570,494**

**GRAND TOTAL – REVENUES** **\$24,570,494**

**GRAND TOTAL – EXPENDITURES** **\$24,570,494**

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 20<sup>th</sup> Day of August, 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

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



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 6, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items for Action at August 20, 2018 Meeting

### **SUBJECT:**

County Manager - Approval of Additional Capital Improvement Projects Identified After the Budget Process

### **BRIEF SUMMARY:**

After the budget process was completed, a further look at the Capital Improvement Projects resulted in the need to fund the Frank Liske Park Playground Replacement at \$100,000, planning and programming of the Emergency Medical Services Headquarters at \$50,000 and funding for furniture and equipment purchases for the new Midland Library Branch at \$75,000. After reviewing the Capital Reserve Fund Balance, these projects were identified as a priority to begin implementation in FY 19.

### **REQUESTED ACTION:**

Motion to authorize the Budget and Performance Manager to prepare the related budget amendment and project ordinances.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations  
Kristin Jones, Budget and Performance Manager

### **BUDGET AMENDMENT REQUIRED:**

Yes

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

**BUDGET AMENDMENT:**

---



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 6, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items for Action at August 20, 2018 Meeting

### **SUBJECT:**

County Manager - AT&T/New Cingular Wireless Lease Extension

### **BRIEF SUMMARY:**

AT&T/New Cingular has proposed a lease extension for their equipment located at and on the Mt. Pleasant Communications Tower. Their current lease is in a renewal period that began in July 2017 and expires in July 2022. They are proposing that the current extension be included in this new lease plus three additional 5 year terms. The new lease would extend to 2037 and include a 10% payment escalation at each 5 year renewal.

### **REQUESTED ACTION:**

Motion to adopt the resolution approving a lease between Cabarrus County and AT&T/New Cingular Wireless with authorization for the County Manager to execute the lease on behalf of Cabarrus County subject to review and revisions by the County Attorney.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Jonathan B. Marshall, Deputy County Manager

### **BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS**

- [Draft Lease](#)
  - [Resolution](#)
  - [G.S. 160A-272](#)
-

**(FIRST, SECOND, ETC.) AMENDMENT TO (TITLE OF ORIGINAL DOCUMENT)**

THIS (FIRST, SECOND, ETC.) AMENDMENT TO (TITLE OF ORIGINAL DOCUMENT) (“**Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between \_\_\_\_\_, a \_\_\_\_\_, having a mailing address of \_\_\_\_\_ (hereinafter referred to as “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as “**Tenant**”).

**WHEREAS**, Landlord (or its respective predecessor-in-interest) and Tenant (or its respective predecessor-in-interest) entered into a (Title of Original Document) dated \_\_\_\_\_, as amended by \_\_\_\_\_ (LIST AMENDMENTS AND DATES IF APPLICABLE) whereby Landlord leased to Tenant certain Premises/Site/Leased Premises, therein described, that are a portion of the Property located at \_\_\_\_\_ (hereinafter, collectively referred to as the "**Agreement**"); and

**WHEREAS**, the term of the Agreement will expire on \_\_\_\_\_ and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to extend the term of the Agreement; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to adjust the Rent in conjunction with the modifications to the Agreement contained herein; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to clarify scope of Tenant's permitted use of the Premises/Site Leased Premises; and

**WHEREAS**, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The Term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years (“**New Initial Term**”) commencing on the Effective Date. As of the Effective Date, the existing Term and any extensions thereof, as applicable, shall be void and of no further force or consequence. The Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to \_\_\_\_\_ ( ) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional**



**Extension Term"** and each such Additional Extension Term shall be considered an Extension Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Additional Extension Term. The New Initial Term, the Additional Extension Term are collectively referred to as the Term ("**Term**"). Landlord agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the New Initial Term.

2. **Rent.** Commencing on \_\_\_\_\_, the current Rent payable under the Agreement shall be \_\_\_\_\_ and No/100 (\$ \_\_\_\_\_.00) per month, and shall continue during the Term, subject to adjustment as provided herein.

~~3. **Future Rent Payments.** The Agreement is amended to provide that commencing on [[xxxxxxx]], Rent shall be fixed during the Initial Term and all Extension Term(s).~~

~~3. **Future Rent Increase / Monthly Payments.** The Agreement is amended to provide that commencing on [[New Escalator Commencement Date]], Rent shall increase by xxx percent (xxx%) over the Rent paid during the previous year and on an annual basis thereafter.~~

~~3. **Future Rent Increase / Annual Payments.** The Agreement is amended to provide that commencing on [[New Escalator Commencement Date]], Rent shall increase by xxx percent (xxx%) over the Rent paid during the previous year and on an annual basis thereafter.~~

**3. **Future Rent Increase / Extension Term Increase.** The Agreement is amended to provide that commencing on [[New Escalator Commencement Date]], Rent shall increase by xxx percent (xxx%) and at the beginning of each Extension Term thereafter, as applicable.**

**[[ENHANCEMENTS TO BE ADDED IF APPLICABLE]]**  
**[[Renumber paragraphs below if this language is used]]**

~~x. **Permitted Use.** Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized sublessees, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Premises at any time during the term of this Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate this Agreement and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.~~

**x. **Removal/Restoration.** In addition to the terms set forth in the Agreement, Landlord agrees that the Communications Facility and any related equipment brought to the Premises by Tenant, its agents, contractors, predecessors-in-interest or subtenants, shall be and remain Tenant's personal property or the personal property of its subtenant(s), as the case may be. Landlord waives any and all rights it may**

have, including any rights it may have in its capacity as Landlord under the Agreement to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Facility or any portion thereof. Tenant, in its sole discretion, may remove the Communications Facility or any portion of the Communications Facility at any time during the Term of the Agreement, without notice to Landlord and without Landlord's consent. Notwithstanding any terms to contrary, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities. Tenant, may, in its sole discretion, transfer any improvements or alterations to the Premises to Landlord at any time during the Term of the Agreement without notice to the Landlord and without the Landlord's consent.

~~x. **24/7 Access.** Landlord hereby grants to Tenant, its authorized sub lessees, and to any public or private utility serving Tenant's Communication Facility or related equipment, access to the Premises and to and over the Property twenty four hours per day, seven days per week (24/7), including but not limited to, access from an accessible, open and maintained public road to the Premises, for the installation, maintenance, repair, modification, alteration, or refurbishment of the Communications Facility or any equipment related to such Communications Facility as such access is deemed necessary by Tenant, in its sole discretion, without the requirement of notice by Tenant to Landlord. In the event that any public or private utility serving Tenant's Communication Facility is unable to use the access provided to Tenant, the Landlord hereby agrees to grant additional access to Tenant or to such public or private utility, for the benefit of Tenant, at no cost to Tenant and pursuant to the same terms and conditions as noted above. The terms and conditions regarding access in the Agreement remain in full force and effect, except as modified by this paragraph.~~

~~x. **Sublease Rights.**~~

~~**Language where prime lease was silent on consent and consent was presumed:**~~

~~Tenant may sublease all or any portion of the Premises to any person or entity licensed by the FCC to operate wireless communications services (hereinafter, a "Subtenant") upon such terms and conditions as Tenant and Subtenant shall agree (each such agreement a "Sublease"), upon notice to Landlord. From and after the Effective Date hereof, provided a Sublease is subject to the terms and conditions of the Agreement as amended hereby and in consideration of the amended terms herein, Landlord's consent to a Subtenant or Sublease will not be required. Notwithstanding any terms in the Agreement to the contrary, no revenue sharing from sublessees shall be due to Landlord nor shall Landlord be responsible to review plans from Tenant or its sublessees.~~

~~**Language where consent right appears specifically in a certain paragraph:**~~

~~Notwithstanding anything in Section \_\_\_\_\_ of the Agreement or anything else in the Agreement to the contrary, Tenant may sublease all or any portion of the Premises to any person or entity licensed by the FCC to operate wireless communications services (hereinafter, a "Subtenant") upon such terms and conditions as Tenant and Subtenant shall agree (each such agreement a "Sublease"), upon notice to Landlord. From and after the Effective Date hereof, provided a Sublease is subject to the terms and conditions of the Agreement as amended hereby and in consideration of the amended terms herein, Landlord's consent to a Subtenant or Sublease will not be required.~~

**x. Sale of Property.**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the surrounding property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or surrounding property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or surrounding property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the surrounding property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**x. Right of First Refusal.** Notwithstanding any other provisions contained in the Agreement, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("Offer"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section \_\_, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement

until Landlord complies with this Section \_\_. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section \_\_ with respect to any future proposed conveyances as described herein.

4. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment/Lease/License and to have counsel review the terms and conditions of the Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

5. **Notices.** Paragraph \_\_ of the Agreement is hereby deleted in its entirety and replaced with the following: **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC  
c/o: AT&T Network Real Estate Administration  
Cell Site No.: \_\_\_\_\_; Cell Site Name: \_\_\_\_\_ (state)  
Fixed Asset No.: \_\_\_\_\_  
575 Morosgo Drive NE  
Atlanta, GA 30324

With a required copy of the notice sent to either of the addresses above to:

New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site # \_\_\_\_\_, Cell Site Name \_\_\_\_\_ (state)  
FA#: \_\_\_\_\_  
208 South Akard Street  
Dallas, Texas, 75202-4206

As to Landlord:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

6. **Emergency 911 Service.** In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that

Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

7. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

8. **Memorandum of Lease (“MOL”).** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

10. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]



IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Reinstatement and Amendment on the dates set forth below.

**LANDLORD:**

\_\_\_\_\_

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

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

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

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

**TENANT:**

New Cingular Wireless PCS, LLC,  
A Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

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

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

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

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

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

SAMPLE



**LANDLORD ACKNOWLEDGEMENT**  
**PARTNERSHIP (consisting of corporate partners) ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 200\_\_, \_\_\_\_\_ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

- (a) this/these person(s) signed, sealed and delivered the attached document as \_\_\_\_\_ [title] of \_\_\_\_\_ [name of corporation] a corporation of the State of \_\_\_\_\_, which is a general partner of the partnership named in this document;
- (b) the proper corporate seal of said corporate general partner was affixed; and
- (c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 200\_\_, \_\_\_\_\_ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the \_\_\_\_\_ [title] of \_\_\_\_\_ [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



ATTACHMENT 1

MEMORANDUM OF AGREEMENT

**Prepared by:**

**NAME**

**FIRM**

**FIRM ADDRESS**

**CITY, STATE ZIP**

**Return to:**

New Cingular Wireless PCS, LLC

P.O. Box 1630

Alpharetta, GA 30009

Attn: Network Real Estate Administration

Re: Cell Site # \_\_\_\_\_; Cell Site Name: \_\_\_\_\_ (state)

Fixed Asset Number: \_\_\_\_\_

State: \_\_\_\_\_

County: \_\_\_\_\_

MEMORANDUM  
OF  
AGREEMENT

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_, having a mailing address at \_\_\_\_\_ (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Agreement on the \_\_\_\_\_, as amended by that certain \_\_\_\_ Amendment to Agreement dated \_\_\_\_\_, 200\_\_ (list all Amendments if applicable) (hereinafter, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Landlord's real property located in the City of \_\_\_\_\_, County of \_\_\_\_\_, commonly known as \_\_\_\_\_. All of the foregoing is set forth in the Agreement.
2. The New Initial Term will be five (5) years ("**New Initial Term**") commencing on \_\_\_\_\_, with \_\_\_\_ ( ) successive five (5) year options to renew.



3. The portion of the land being leased to Tenant (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LANDLORD:

\_\_\_\_\_

TENANT:

New Cingular Wireless PCS, LLC  
 By: AT&T Mobility Corporation  
 Its: Manager

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

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

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

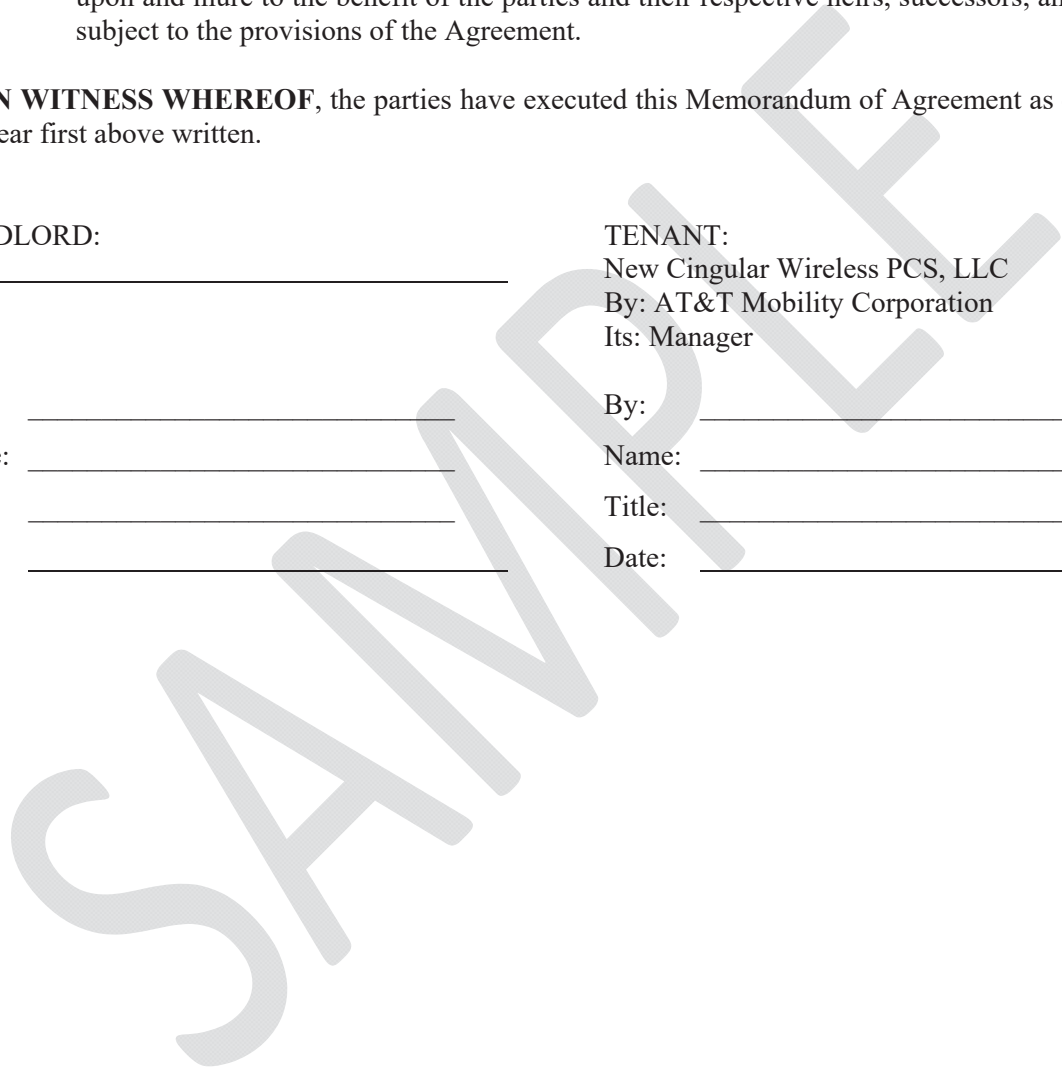
Date: \_\_\_\_\_

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

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

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

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



**EXHIBIT 1 TO  
MEMORANDUM OF AGREEMENT**

**DESCRIPTION OF PREMISES**

Page \_\_\_\_ of \_\_\_\_

to the Memorandum of Agreement dated \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

SAMPLE



## RESOLUTION APPROVING LEASING PROPERTY

WHEREAS, Cabarrus County owns a communications tower in Mt. Pleasant, North Carolina with co-location space available for wireless communications providers; and

WHEREAS, the Board of Commissioners finds that such co-location space is surplus to the County's needs; and

WHEREAS, the County and New Cingular Wireless are negotiating a lease under which New Cingular Wireless will lease space on the County communications tower for a term of up to twenty (20) years; and

WHEREAS, in consideration of leasing such space, New Cingular Wireless has agreed to pay annual rent of \$20,400.00 with a 10% annual rent increase after each five (5) years lease increment; and

WHEREAS, North Carolina General Statutes § 160A-272 authorizes the County to enter into leases of up to 20 years for communication facilities upon resolution of the Board of Commissioners adopted at a regular meeting after 10 days public notice; and

WHEREAS, the required notice has been published and the Board of Commissioners is convened in a regular meeting.

THEREFORE, THE CABARRUS COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

The Board of Commissioners hereby approves a nonexclusive lease of the County property described above to New Cingular Wireless for up to twenty (20) years and directs the County Manager to execute any instruments necessary to effectuate the lease.

Adopted this the 20th day of August, 2018.

\_\_\_\_\_  
Stephen M. Morris, Chairman  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Lauren Linker  
Clerk to the Board

**§ 160A-272. Lease or rental of property.**

(a) Any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine, but not for longer than 10 years (except as otherwise provided in subsection (b1) of this section) and only if the council determines that the property will not be needed by the city for the term of the lease. In determining the term of a proposed lease, periods that may be added to the original term by options to renew or extend shall be included.

(a1) Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 30 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the council's intent to authorize the lease or rental at its next regular meeting.

(b) No public notice as required by subsection (a1) of this section need be given for resolutions authorizing leases or rentals for terms of one year or less, and the council may delegate to the city manager or some other city administrative officer authority to lease or rent city property for terms of one year or less.

(b1) Leases for terms of more than 10 years shall be treated as a sale of property and may be executed by following any of the procedures authorized for sale of real property.

(c) Notwithstanding subsection (b1) of this section, the council may approve a lease without treating that lease as a sale of property for any of the following reasons:

- (1) For the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 25 years.
- (2) For the siting and operation of a tower, as that term is defined in G.S. 146-29.2(a)(7), for communication purposes for a term up to 25 years. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 26; 2009-149, ss. 2, 3; 2010-57, s. 2; 2010-63, s. 2(b); 2011-150, s. 1; 2014-120, s. 34; 2015-246, s. 9.)



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 6, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items for Action at August 20, 2018 Meeting

### **SUBJECT:**

County Manager - Reappropriation of Funds for Ongoing Projects, Grants and Commitments

### **BRIEF SUMMARY:**

Each year there are new projects, grants and commitments that need to be transitioned to the new fiscal year when they are unable to be completed within the fiscal year they were budgeted. A reappropriation of funds, via fund balance, is needed to transition the projects to the new fiscal year. Attached you will find the reappropriation list of items by department.

### **REQUESTED ACTION:**

Motion to approve the reappropriation list and authorize the Budget and Performance Manager to prepare the related budget amendment.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Kristin Jones, Budget and Performance Manager

### **BUDGET AMENDMENT REQUIRED:**

Yes

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

## BUDGET AMENDMENT:

### ATTACHMENTS

- [FY 19 Reappropriation List-August](#)
-



Department	Project / Grant	Account Information Org-Object-Proj FY18 GL Codes	Account Information Org-Object-Proj FY19 GL Codes	Account Description	Amount	Justification
Infrastructure & Asset Mgmt.	GC G level injection caulking	00191952-9501	00191952-9501	Building & Grounds Maintenance	12,000.00	Could not get scheduled after the sprinkler head replacement project, attempting to complete in December
Infrastructure & Asset Mgmt.	GC ADA Compliance Survey & remainder of Misc. arch. funds	00191952-9607	00191952-9607	Architects	36,164.00	Projects for FLP multipurpose fields and EMS HQ master planning and GC ADA compliance survey
Infrastructure & Asset Mgmt.	Misc. Engineering funds	00191952-9606	00191952-9606	Engineers	35,000.00	Projects for Old MPMS parking lot, FLP multipurpose fields survey/geotech, EMS HQ geotech/survey, Ops Center Surveying
<b>General Government</b>					<b>83,164.00</b>	
Emergency Management	McGuire Grant Expense	00192710-9431	00192710-9431	McGuire Grant Expense	2,369.00	Grant funds received from Duke Energy to support Emergency Management planning, training, equipment and response for a radiological incident at the nuclear power plant. The funds will be used to complete purchasing of equipment used to support the response and sheltering activities associated with the nuclear plant as covered in our radiological response plan.
Emergency Medical Services	Personal Protective Equipment	00192730-9340-PPE	00192730-9340-PPE	Personal Protective Equipment	5,911.00	Funds were allotted for 10 concealable armor vests that have not yet been purchased but still needed.
Emergency Medical Services	Minor Technology	00192730-9342	00192730-9342	Minor Tech	546.00	An order was placed with Southeastern Emergency Equipment with a delivery date on 6/30. The item has not yet been received.
Emergency Medical Services	Medical Supplies-LABS	00192730-9360-LABS	00192730-9360-LABS	Labs- Med Supplies Fit Test	4,060.00	Funds were moved to this account to cover cost of testing for new hires. The Employee Health Center could not schedule them before month end which caused the other tests to be delayed. Also, the cost of the test from The FMRT Group has increased as of 7/1/2018.
Sheriff's Office/Jail	Governor's Highway Safety Grant	00192110-9333-GHSP	00192110-9333-GHSP	Motorcycle Safety Grant	8,477.00	Grant carryover to FY 2019 for Motorcycle Safety Grant. Expires 9/30/18
Sheriff's Office/Jail	DARE Program	00192110-9441	00192110-9441	Dare Program	21,788.00	Donations for & from DARE Summer Camp Program
Sheriff's Office/Jail	State Criminal Alien Asst. Grant	00192130-9853	00192130-9853	SCAAP Grant	51,246.00	Ongoing Projects in the Jail related to incarcerating undocumented criminal aliens. BJA administers the State Criminal Alien Assistance Program (SCAAP) in conjunction with the Bureau of Immigration and Customs Enforcement (ICE) and Citizenship and Immigration Services, Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period.
<b>Public Safety</b>					<b>94,397.00</b>	
Planning and Development	00193230-9605	00193230-9605	00193230-9605	Consultants	12,098.00	This project is an update of the Harrisburg Area Planning Area. The project will not be closed out before July 1, 2018. The anticipated close out for the project is Fall of 2019. Funds need to be re-appropriated in order to pay the consultant contract, printing, and for incidental expenses related to the project.
<b>Economic and Physical Development</b>					<b>12,098.00</b>	
Waste Reduction / Recycling	Household Hazardous Waste	00194620-9414	00194620-9414	Waste Disposal Charges	9,658.00	These funds are to cover household hazardous waste received by residents prior to end of FY18 but transported and disposed in FY19
Waste Reduction / Recycling	Used TV, Electronics and Household Recycling	00194620-9370	00194620-9370	Recycling Program Expense	33,099.00	These funds are to cover used tv's, electronics and household recyclables received from residents (drop-off and curbside) prior to end of FY18 but transported and disposed in FY19.
Waste Reduction / Recycling	NC Electronic Management Fund Expense	00194620-937001	00194620-937001	NC Electronic Management Fund Expense	9,343.00	Funds received from state - only to be used for electronics/television recycling program.
<b>Environmental Protection</b>					<b>52,100.00</b>	
Cooperative Extension	4-H Cannon Grant	00195410-9114-4HCAN	00195410-9114-4HCAN	Aux Employee	4,523.00	4-H Cannon grant awarded January 2018 through November 2018 Funds need to be re-appropriated in order to pay for aux employee, pay for program supplies, pay for travel, and for incidental expenses related to this grant program.

Department	Project / Grant	Account Information Org-Object-Proj FY18 GL Codes	Account Information Org-Object-Proj FY19 GL Codes	Account Description	Amount	Justification
Cooperative Extension	4-H Cannon Grant	00195410-9201-4HCAN	00195410-9201-4HCAN	SS	342.00	4-H Cannon grant awarded January 2018 through November 2018 Funds need to be re-appropriated in order to pay for aux employee, pay for program supplies, pay for travel, and for incidental expenses related to this grant program.
Cooperative Extension	4-H Cannon Grant	00195410-9202-4HCAN	00195410-9202-4HCAN	Medicare	80.00	4-H Cannon grant awarded January 2018 through November 2018 Funds need to be re-appropriated in order to pay for aux employee, pay for program supplies, pay for travel, and for incidental expenses related to this grant program.
Cooperative Extension	4-H Cannon Grant	00195410-9230-4HCAN	00195410-9230-4HCAN	Workers Comp	5.00	4-H Cannon grant awarded January 2018 through November 2018 Funds need to be re-appropriated in order to pay for aux employee, pay for program supplies, pay for travel, and for incidental expenses related to this grant program.
Cooperative Extension	4-H Cannon Grant	00195410-9356-4HCAN	00195410-9356-4HCAN	Special Program Supplies	331.00	4-H Cannon grant awarded January 2018 through November 2018 Funds need to be re-appropriated in order to pay for aux employee, pay for program supplies, pay for travel, and for incidental expenses related to this grant program.
Cooperative Extension	4-H Cannon Grant	00195410-9610-4HCAN	00195410-9610-4HCAN	Travel	560.00	4-H Cannon grant awarded January 2018 through November 2018 Funds need to be re-appropriated in order to pay for aux employee, pay for program supplies, pay for travel, and for incidental expenses related to this grant program.
Cooperative Extension	4-H Cannon Grant	00195410-9640-4HCAN	00195410-9640-4HCAN	Insurance & Bonds	97.00	4-H Cannon grant awarded January 2018 through November 2018 Funds need to be re-appropriated in order to pay for aux employee, pay for program supplies, pay for travel, and for incidental expenses related to this grant program.
<b>Human Services</b>					<b>5,938.00</b>	
Active Living and Parks	Matching Grants	00198140-9831	00198140-9831	Matching Grants	37,652.00	The Mills Greenway section parking lot is the project. It was awarded on the a second phase of the Matching Incentive Grant Program that awarded funds to the Carolina Thread Trail. The property is currently in the process of being transferred to the City of Concord. Conveyance of the property to the City of Concord has delayed the submission of the design along with multiple changes due to the complexity of the small site (flood plain concerns, existing sediment basin & redesign due to city fire requirements for a turnaround)
<b>Culture and Recreation</b>					<b>37,652.00</b>	
<b>TOTAL</b>					<b>285,349.00</b>	

Fund	Category	
General	General Government	83,164.00
	Public Safety	94,397.00
	Eco and Phys Dev.	12,098.00
	Env Protection	52,100.00
	Human Services	5,938.00
	Culture and Recreation	37,652.00
	Total	<u>\$ 285,349.00</u>



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 6, 2018  
4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items for Action at August 20, 2018 Meeting

**SUBJECT:**

DHS - Energy Programs Outreach Plan

**BRIEF SUMMARY:**

Presentation of Cabarrus County's Energy Program Outreach Plan. An Energy Program Outreach Plan must be submitted annually to the NC Division of Social Services. The plan must be approved by the Board Of Commissioners. The presentation will include a brief overview of the energy programs and the planned outreach.

**REQUESTED ACTION:**

Motion to approve the Energy Program Outreach Plan.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Diane Gridley, Human Services

**BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS**

- [Outreach Plan](#)
-

### ENERGY PROGRAMS OUTREACH PLAN

The Low Income Home Energy Assistance Program (LIHEAP) is a federally funded block grant program that is comprised of three different programs - Crisis Intervention Program (CIP), Low Income Energy Assistance Program (LIEAP) and Weatherization. There are also non-Federal Crisis Intervention Programs - Energy Neighbor, Share the Warmth, Wake Electric Round Up, and Helping Each Member Cope.

To maximize the success of this program, outreach to county residents through key community partner stakeholders, each county department of social services is required to develop and implement an Energy Program Outreach Plan (EPOP). This plan is a framework to assure that eligible households are made aware of the assistance available through these programs.

The county director and/or his/her designee is required to develop the EPOP, which addresses outreach and application activities related to the Energy Programs. The Outreach Plan is due to North Carolina Department of Health and Human Services (NCDHHS) by July 31, 2018.

Each county must form an outreach planning committee that creates the opportunity for county-level collaboration to discuss and plan how to effectively reach county residents to inform them of the services provided by the energy programs. The committee should meet at least twice yearly; September for outreach planning related to LIEAP and April to review the outcomes related to LIEAP and to plan for outreach activities for summer weather.

#### Energy Assistance Outreach Plan

Answer all questions below. Address CIP, non-Federal CIP, and LIEAP where appropriate:

#### **COMMITTEE MEMBERSHIP**

The Director of Social Services should engage a number of various community partners such as Vendors, Housing Authority, Public Libraries, Public School System/Local Colleges/Head Start, Legal Services, Meals on Wheels, Media, Public Health/Health Centers, Churches, Food Banks, Councils on Aging/Senior Centers, Community based Indian organizations, Volunteer Programs, Vocational Rehabilitation Offices, and Transportation, services, etc.

1. Provide a list of committee members and their agencies.

City of Concord Utilities - Tammy Lynn

Public Service of North Carolina (PSNC)-Gina Lipscomb

Propst Brothers Oil - Kerry Harper

Salvation Army - Amy Seahorn

Cabarrus County Health Alliance - Marcella Beam

Concord Housing Authority-Mercedes Edwards

Wesbury Apartments-Gloria Culbertson

Cooperative Christian Ministry- Roxanna Claiborne or Tilma Torres

Barefoot Oil - Miranda Sellers



2. Provide potential meeting dates, times, locations, as well as agenda topics.  
October 23, 2018 at 2:30PM and April 25, 2019 at 2:30PM at Cabarrus County Department of Human Services  
Agenda items - sites for taking LIHEAP Applications, Eligibility Criteria for LIEAP and CIP, payment process,  
outreach efforts/suggestion and any known program issues, LIEAP season wrap up.

Define how DSS/DHS will work with the committee as well as any other agencies to collaborate regarding the Energy Program and how outreach will be provided to the citizens in your area.

DHS will provide informational flyers for distribution and posting and offer senior housing agencies  
the option of having LIHEAP applications taken on site. Outreach efforts include in house staff training;  
communication with energy providers & community partners and various outlets through County Communication Dept.

1. What is the process for referring customers? What marketing tools or items will be used (please provide a copy of your previous marketing materials & how you plan to enhance those in the future)?  
Referrals are made directly to the Crisis unit. Marketing tools include distribution of flyers, posting on county website & county facebook page,  
and article in the Senior Citizen magazine. Vendors are given informational flyers for distribution/posting. The program is discussed at  
community meeting & outreach events. Work with Communications Dept for improving flyers and marketing strategy.
2. What strategy does the county have, to continue collaborative efforts with community partners to complete outreach activities to target potential eligible households including individuals and families?  
Information given at community and partnership meetings, post in lobby and throughout agency, sharing  
information with other divisions within human services to generate referrals.
3. What additional activities will be conducted to target households with members with children under 5, age 60 and over and disabled?  
Information will be given to Cabarrus Senior Center & Lunch Plus clubs for distribution and announcements.  
Will also share with WIC, Cabarrus County Health Alliance, Day Care Providers, Veteran's Services,  
county transportation provider and SSA.

Media involvement is vital to the success to outreach activities. How will your county utilize media such as newspapers, social media, radio and television stations to publicize the Energy Programs?

County communications department will assist the agency with preparation of outreach materials, messaging  
and the distribution of the information to be publicized.

1. Provide a list of media outlets that will be used as well as timeframes in which they will be contacted (provide examples of how the county can enhance these efforts):



WBTV, WSOC, Journeys Magazine, Independent Tribune, Charlotte Observer, News 14, Cabarrus County Website, Channel 22, County Facebook, Fox Charlotte, Social Media. Media outlets will be contacted by September 30, 2018.

---

**ORGANIZATIONAL STRUCTURE:**

Counties are required to provide application processes for CIP, non-Federal CIP programs, and/or LIEAP. This information must be reported to the NCDHHS annually.

1. Provide hours of operation, location and whether the programs are in house or contracted out. If your agency contracts out to other agencies attach the contract(s).  
Hours of operation 8:00AM to 5:00PM, Monday through Friday, at Cabarrus County Department of Human Services, 1303 South Cannon Blvd. Kannapolis, NC 28083; programs are operated in house.
- 

**BEST PRACTICES:**

Best practices are a method or technique that has been generally accepted as superior to any alternatives because it produces results. Best practices are essential to the program.

1. If your county has gone above and beyond what is listed on this form please provide this information below:  
DHS Workers take on site applications at Senior Apartments  

---

---

---
2. Any additional comments or activities for CIP, non-Federal CIP, and/or LIEAP:  
No  

---

---

---

**CONTACT INFORMATION:**

Your contact information is essential to the success of the Energy Programs. Please complete the following information.

Name: Kim Middlebrooks

Address: 1303 South Cannon Blvd, Kannapolis, NC 28083

Telephone: 704-920-1430

Email: kmiddlebrooks@cabarruscounty.us

Please indicate which program:

LIEAP

CIP

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

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

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

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

Please indicate which program:

LIEAP

CIP

**This plan must be approved by the local Board of Social Services/Human Services Board or local agency governing body prior to submission. Refer to the latest Dear County Director Letter for instructions on how to submit this document to the North Carolina State office.**

\_\_\_\_\_  
Board of Social Services/Human Services or governing body Signature

\_\_\_\_\_  
Date

*Karen B. Calhoan*

\_\_\_\_\_  
Director's Signature

*7/23/2018*

\_\_\_\_\_  
Date



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 6, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items for Action at August 20, 2018 Meeting

### **SUBJECT:**

Human Resources - Updates to Personnel Ordinance

### **BRIEF SUMMARY:**

Human Resources has reviewed several updates with County Management and requests modification to these Ordinance sections:

Article I. Organization of Personnel System, Section 3. Definitions - clarifications of employee types and associated Munis system codes

Article III. The Pay Plan, Section 3. Use of Salary Ranges, (c) Merit Increase Administration - adding language to address treatment of those at top of pay range as recommended in last salary study

Article III. The Pay Plan, Section 12. Sheriff's Education Incentive Program - changes to reflect recommendation from last salary study

Article III. The Pay Plan, Section 15. Bi-Lingual Incentive - clarifications to this incentive versus where bi-lingual is a job requirement

### **REQUESTED ACTION:**

Motion to approve recommended Personnel Ordinance changes.

### **EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

### **SUBMITTED BY:**

Lundee Covington  
Human Resources Director

**BUDGET AMENDMENT REQUIRED:**

No

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

---



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 6, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items for Action at August 20, 2018 Meeting

### **SUBJECT:**

Infrastructure & Asset Management - Surplus of Historic Items to Historic Cabarrus

### **BRIEF SUMMARY:**

Staff recently discovered multiple historic items being stored at the Governmental Center and would like permission to donate the items to Historic Cabarrus. The items consist of a fake gold rock, a set of gold scales dating to the 1799 Cabarrus County Gold Rush, and some iron hinges from Stephen Cabarrus' barn in Edenton, NC.

### **REQUESTED ACTION:**

Motion to allow the County Manager to release these items to Historic Cabarrus.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations  
Jonathan Marshall, Deputy County Manager

### **BUDGET AMENDMENT REQUIRED:**

No

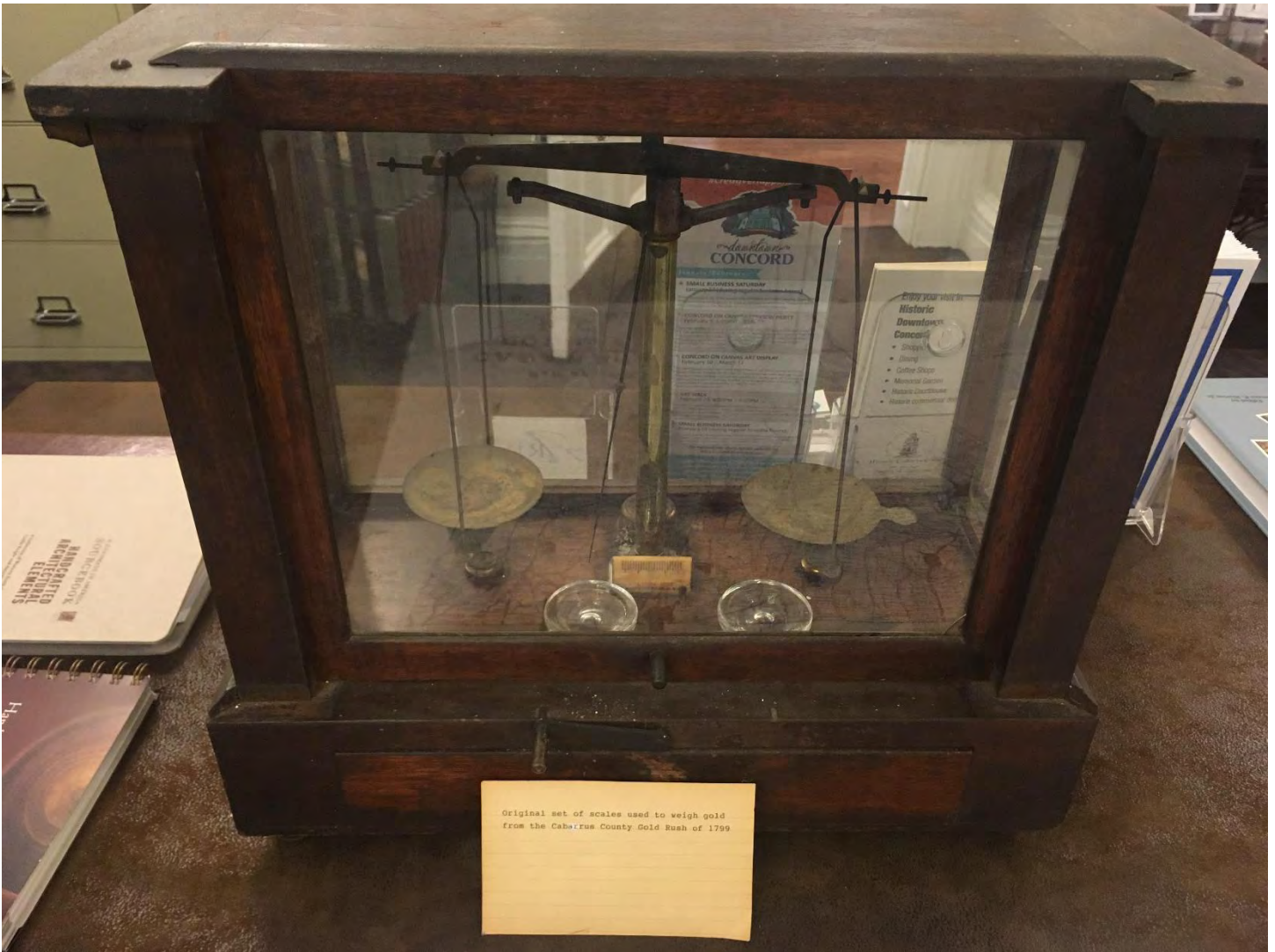
### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**ATTACHMENTS**

- [Items to be donated](#)
-



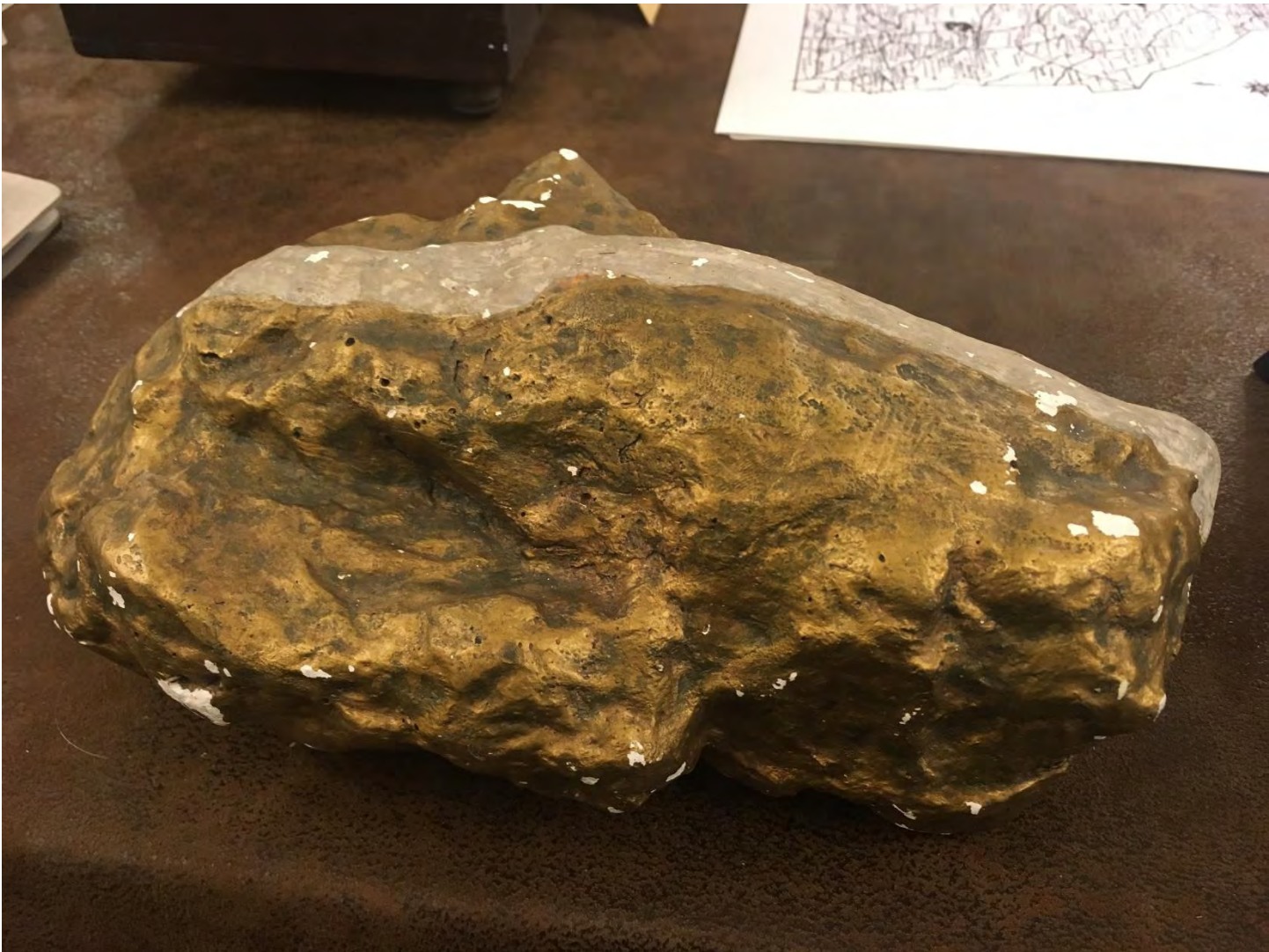
## Items to be donated to Historic Cabarrus



Original set of scales used to weigh gold from the Cabarrus County Gold Rush of 1799

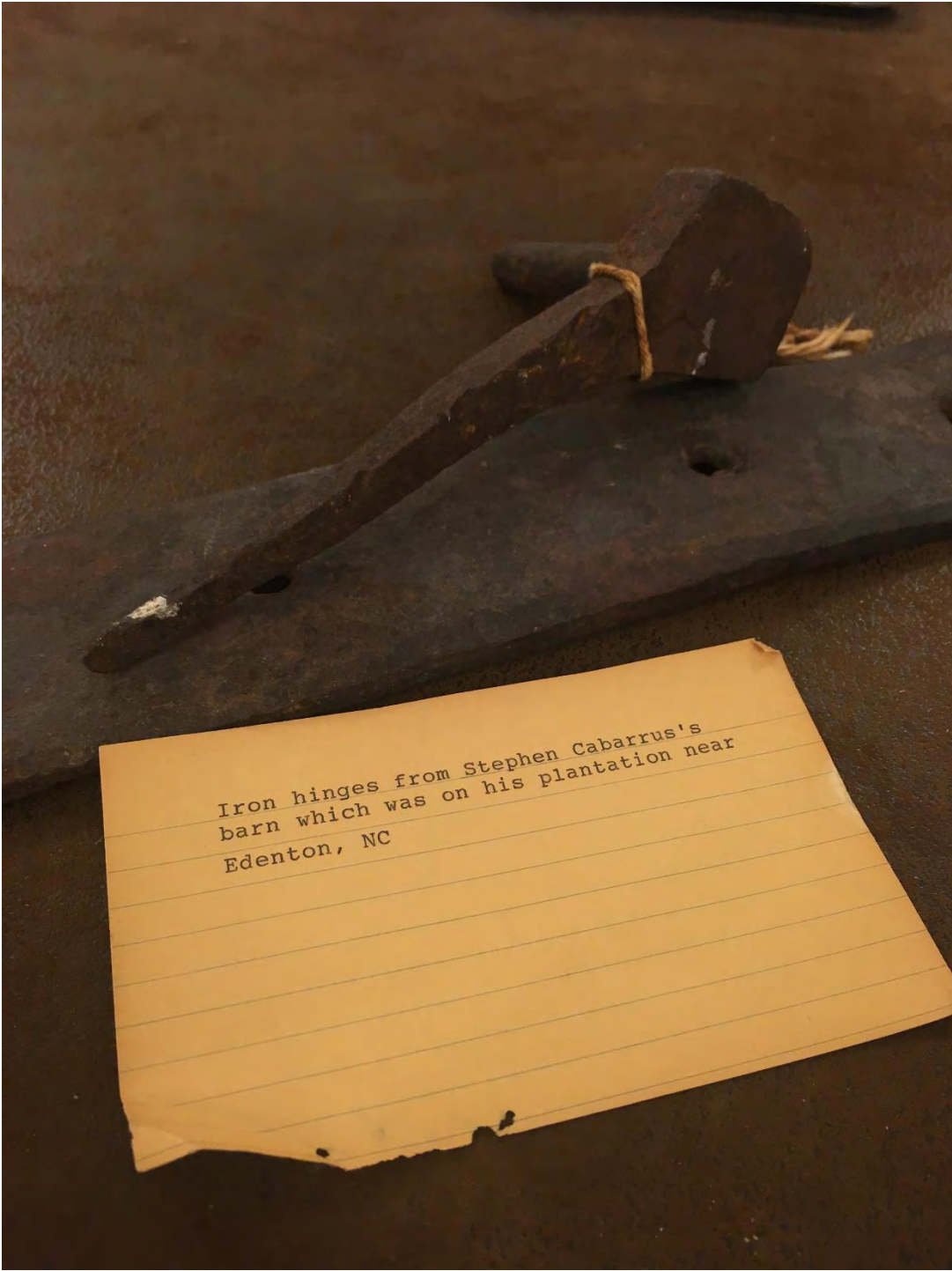
Original set of scales used to weigh gold  
from the Cabarrus County Gold Rush of 1799













**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**WORK SESSION**

**AUGUST 6, 2018**  
**4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items for Action at August 20, 2018 Meeting

**SUBJECT:**

Planning and Development - HOME Program Project Ordinance and Budget Amendment

**BRIEF SUMMARY:**

The HOME Project Ordinance will require updating and a budget amendment adopted to allocate program income that has been received. The program income was collected from a repayment of a HOME program loan and is required to be put back into the program. Staff is recommending that the \$37,295.00 be added to the fund for the Prosperity Elderly Housing Project.

**REQUESTED ACTION:**

Motion to accept the funds, adopt the budget amendment and revised project ordinance.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Kelly Sifford, AICP - Planning and Development Director

**BUDGET AMENDMENT REQUIRED:**

Yes

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



## BUDGET AMENDMENT:

### ATTACHMENTS

- [Fd 410 HOME Program - Budget Amendment](#)
  - [Fd 410 HOME Program - Project Ordinance](#)
-



# CABARRUS COUNTY COMMUNITY DEVELOPMENT SPECIAL REVENUE PROJECT ORDINANCE

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

Section 1. The projects authorized is for the Grant Projects for the purpose of receiving and disbursing funds as directed by Home Program Grant and the Department of Commerce. The projects are referenced in Section 3.

Section 2. The officers of this unit are hereby directed to proceed within the terms of the Generally Accepted Accounting Principles (GAAP), the grant terms, the rules and regulations of the Department of Commerce and the budget contained herein.

Section 3. The following budgeted amounts are appropriated for the projects:

CDBG:	
Sub-Contractor	\$ 34,997
Home 2012:	
Sub-Contractor	117,841
Consultants	5,570
Home 2015:	
Sub-Contractor	159,887
Consultants	5,423
Home 2016:	
Sub-Contractor	119,392
Consultants	<u>5,682</u>
Total	\$ <u>448,792</u>

Section 4. The following budgeted revenues are anticipated to be available to complete these projects.

CDBG:	
Program Fees	\$ 34,997
Home 2012:	
Home Consortium Revenues	98,411
Contribution from General Fund	25,000
Home 2015:	
Home Consortium Revenues	95,815
Program Fees	44,495
Contribution from General Fund	25,000
Home 2016:	
Home Consortium Revenues	100,074
Contribution from General Fund	<u>25,000</u>
Total	\$ <u>448,792</u>

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project sufficient detailed accounting records to satisfy the terms of any debt financing resolutions and any grant agreements or federal and State regulations.

Section 6. Funds may be advanced from the General Fund for the purpose or making payments as due. Reimbursement requests should be made to the grant agencies in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section 3 and on the total revenue received or claimed. Attachment number 2 \n

Section 8. Copies of this grant project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out the projects.

Section 9. At the completion of each individual project, all unrestricted excess funds are transferred to the General Fund and the Grant Project Ordinance is closed.

Section 10. The County Manager is hereby authorized to transfer revenues and appropriation within an ordinance as contained herein under the following conditions:

- a. The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$100,000 between functions of the same ordinance.
- c. The Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
- d. The Manager may either enter into or execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

Adopted this 20th day of August, 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

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



**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**WORK SESSION**

**AUGUST 6, 2018**  
**4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Sheriff's Office - Approve Bid Award with Lonnie Cobb Ford for 2019 Ford Utility Police Interceptor Vehicles (Explorer)

**BRIEF SUMMARY:**

The Cabarrus County Sheriff's Office budgeted \$469,000 the purchase of Ford Police Interceptor Vehicles for FY 2019. Additionally, a Request for Bids was advertised for a 2019 Ford Utility Police Interceptor Vehicle (Explorer).

There were two bids received. One was from Hilbish Ford in Kannapolis, NC for a price of \$30,002.68 per vehicle. The other bid was from Lonnie Cobb Ford in Henderson, TN for a price of \$29,959.00 per vehicle. The Sheriff's Office is requesting to award the bid to Lonnie Cobb Ford, and to purchase 13 2019 Ford Utility Police Interceptor Vehicles at a cost of \$389,467.

**REQUESTED ACTION:**

Motion to suspend the Rules of Procedure.

Motion to approve the bid award with Lonnie Cobb Ford, and authorize the Cabarrus County Sheriff's Office to purchase 13 2019 Ford Utility Police Interceptor Vehicles(Explorer) for a cost of \$389,467.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Chief Deputy Paul Hunt

**BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS**

[Bid Packages](#)

[bid package](#)

---



# BID RESPONSE PACKAGE

## BID RESPONSE FORM

FROM: Name of Bidder: HILBISH MOTOR COMPANY  
Street Address: 2600 S CANNON BLVD  
KANNAPOLIS NC 28083  
Phone #: ( 704 ) 938-3121  
Fed Tax ID #: 56-06-60637

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY CABARRUS COUNTY FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF THE BID SPECIFICATIONS.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
-------------	--------------------	--------------

SEE ATTACHMENT "A"

Estimated Time for Delivery APPROX 90 DAYS  
(after receipt of order)

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

<u>ADDENDUM #</u>	<u>DATE</u>
_____	_____
_____	_____

I certify this bid complies with the General Specifications and conditions issued by the County except as clearly marked in the attached copy.

(Please print name) BILL OVERCASH  
(Authorized Signature) *Bill Overcash*  
(Please print title) SALES MANAGER  
(Date) 7-11-18

# BID RESPONSE PACKAGE

## BID CHECK LIST

**Bid Check List:** Confirm by placing a check mark in the space provided that as the bidder the information listed below has been reviewed and complied with in the submission of a response to this Invitation to Bid.

(A) N/A Bid bond provided, if required. (See Section 3.2)

(B) \_\_\_\_\_ Addendum's acknowledged. Please contact the Finance Office representative to verify the number of addendum's issued.

### Addendum Receipt:

The following confirms receipt of any and all addenda issued for this Invitation to Bid:

Addendum # Date Issued

(C) X Bid document has been signed by authorized bidder official

(D) X Bid package has been properly labeled per the instructions. (See Section 1.4)

(E) X Bid Response Package including Forms and any related specification Check-off lists.

The signature below certifies the bid response complies with the requirements of this Invitation to Bid and that the above items A through E have been verified as complete.

7-11-18

Date

BILL OVERCASH

Printed/Typed Name



Signature

## BID DOCUMENT CERTIFICATION

FY2019 Police Vehicles

The undersigned hereby certifies the bidder has read the terms of this bid document, and is authorized to bind the company to the information herein set forth.

Date: 7-11-18

HILBISH MOTOR COMPANY

Name of Company

BILL OVERCASH- SALES MANAGER

Printed Name and Title



Signature

## ATTACHMENT "A"

### 2019 Utility Police Interceptor Vehicle Base Price Bid Sheet (Ford SUV-type vehicle)

500A---Equipment group

K8A---Utility Police Interceptor AWD

YZ---Oxford White

9---Cloth Front Buckets/Vinyl Rear

99R/44C---3.7L V6 Ti-VCT FFV with 6-Speed Automatic Transmission

51R---LED Spot Lamp Driver Only

65L---18" Wheel covers

Rear View Camera in center stack

55F---Remote Keyless Entry Key Fob

17A---Aux Air Conditioning

153---Front License Plate Bracket

55F---Remote Keyless-Entry Key Fob

Base Price per Vehicle: \$ 30,002.68

Maximum time period for price guarantee (beyond 120 days): 10-31-18

CNGP530

VEHICLE ORDER CONFIRMATION

07/10/18 11:05:59

==>

Dealer: F21656

2019 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 1000 Priority: J3 Ord FIN: QC794 Order Type: 5B Price Level: 915

Ord Code: 500A Cust/Flt Name: CABARRUS COUN PO Number:

RETAIL

RETAIL

K8A 4DR AWD POLICE \$33275  
.112.6" WB

SP DLR ACCT ADJ  
SP FLT ACCT CR

YZ OXFORD WHITE  
9 CLTH BKTS/VNL R

B4A NET INV FLT OPT NC

W EBONY BLACK

DEST AND DELIV 995

500A EQUIP GRP  
.PREM SINGLE CD

TOTAL BASE AND OPTIONS 35675

99R .3.7L V6 TIVCT NC

TOTAL 35675

44C .6-SPD AUTO TRAN NC

\*THIS IS NOT AN INVOICE\*

17A AUX CLIMATE CTL 610

51R DRV LED SPT LMP 395

55F KEYLESS - 4 FOB 340

65L 18" WHEEL COVER 60

FLEX-FUEL

153 FRT LICENSE BKT NC

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00989



# BID RESPONSE PACKAGE

## BID RESPONSE FORM

FROM: Name of Bidder: Lonnie Cobb Ford  
Street Address: 1618 US Hwy 45N  
HENDERSON TN 38340  
Phone #: (731) 989-2121  
Fed Tax ID #: 45-2819260

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY CABARRUS COUNTY FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF THE BID SPECIFICATIONS.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
-------------	--------------------	--------------

SEE ATTACHMENT "A"

Estimated Time for Delivery Allow 90 - 180 Days  
(after receipt of order)

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

<u>ADDENDUM #</u>	<u>DATE</u>
_____	_____
_____	_____

I certify this bid complies with the General Specifications and conditions issued by the County except as clearly marked in the attached copy.

(Please print name) Steven Blackstock

(Authorized Signature) [Signature]

(Please print title) Fleet mgr

(Date) 7-11-18



## BID RESPONSE PACKAGE

### BID CHECK LIST

**Bid Check List:** Confirm by placing a check mark in the space provided that as the bidder the information listed below has been reviewed and complied with in the submission of a response to this Invitation to Bid.

(A) N/A Bid bond provided, if required. (See Section 3.2)

(B) \_\_\_\_\_ Addendum's acknowledged. Please contact the Finance Office representative to verify the number of addendum's issued.

#### Addendum Receipt:

The following confirms receipt of any and all addenda issued for this Invitation to Bid:

Addendum # Date Issued

(C)  Bid document has been signed by authorized bidder official

(D)  Bid package has been properly labeled per the instructions. (See Section 1.4)

(E)  Bid Response Package including Forms and any related specification Check-off lists.

The signature below certifies the bid response complies with the requirements of this Invitation to Bid and that the above items A through E have been verified as complete.

7-11-18

Date

STEVEN BLACKSTOCK

Printed/Typed Name

  
\_\_\_\_\_

Signature

# BID DOCUMENT CERTIFICATION

FY2019 Police Vehicles

The undersigned hereby certifies the bidder has read the terms of this bid document, and is authorized to bind the company to the information herein set forth.

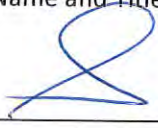
Date: 7-11-18

Lowrie Cobb Ford

Name of Company

STEVEN BLACKSTOCK, Fleet manager

Printed Name and Title



Signature

## ATTACHMENT "A"

### 2019 Utility Police Interceptor Vehicle Base Price Bid Sheet (Ford SUV-type vehicle)

500A---Equipment group

K8A---Utility Police Interceptor AWD

YZ---Oxford White

9---Cloth Front Buckets/Vinyl Rear

99R/44C---3.7L V6 Ti-VCT FFV with 6-Speed Automatic Transmission

51R---LED Spot Lamp Driver Only

65L---18" Wheel covers

Rear View Camera in center stack

55F---Remote Keyless Entry Key Fob

17A---Aux Air Conditioning

153---Front License Plate Bracket

55F---Remote Keyless-Entry Key Fob

Base Price per Vehicle: \$ 29,959.00

Maximum time period for price guarantee (beyond 120 days): END OF Model Year

FINAL ORDER DUE DATE  
AS OF Today is 9-21-18



Lonnie Cobb Ford  
 1618 Highway 45 North, Henderson, Tennessee,  
 383404005  
 Office: 731-989-2121  
 Fax: 731-989-3502

2019 Police Interceptor Utility, Sport  
**Utility**  
 AWD Base(K8A)  
 Price Level: 915

## Warranty - Selected Equipment & Specs

### Warranty

*Basic*

Distance	36000 miles	Months	36 months
----------	-------------	--------	-----------

*Powertrain*

Distance	100000 miles	Months	60 months
----------	--------------	--------	-----------

*Corrosion Perforation*

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

*Roadside Assistance*

Distance	60000 miles	Months	60 months
----------	-------------	--------	-----------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Lonnie Cobb Ford  
 1618 Highway 45 North, Henderson, Tennessee,  
 383404005  
 Office: 731-989-2121  
 Fax: 731-989-3502

2019 Police Interceptor Utility, Sport  
 Utility  
 AWD Base(K8A)  
 Price Level: 915

## Selected Options

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$33,275.00
500A	Order Code 500A	N/C
	<i>Includes:</i>	
	- Engine: 3.7L V6 Ti-VCT FFV	
	- Transmission: 6-Speed Automatic	
	- 3.65 Axle Ratio	
	- GVWR: 6,300 lbs	
	- Tires: 245/55R18 AS BSW	
	- Wheels: 18" x 8" 5-Spoke Painted Black Steel	
	- Includes center caps and full size spare.	
	- Unique HD Cloth Front Bucket Seats w/Vinyl Rear	
	- Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.	
	- Radio: AM/FM/CD/MP3 Capable	
	- Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.	
99R	Engine: 3.7L V6 Ti-VCT FFV	Included
44C	Transmission: 6-Speed Automatic	Included
STDAX	3.65 Axle Ratio	Included
STDGV	GVWR: 6,300 lbs	Included
STDTR	Tires: 245/55R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
	<i>Includes center caps and full size spare.</i>	
65L	18" Full Face Wheel Covers	\$60.00
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
	<i>Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i>	
113WB	113" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM/CD/MP3 Capable	Included
	<i>Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i>	
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	\$340.00
	<i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with Keyed-Alike.</i>	
17A	Aux Air Conditioning	\$610.00
9W_01	Charcoal Black	N/C
YZ_02	Oxford White	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Attachment number 2 \n





Lonnie Cobb Ford  
1618 Highway 45 North, Henderson, Tennessee,  
383404005  
Office: 731-989-2121  
Fax: 731-989-3502

2019 Police Interceptor Utility, Sport  
**Utility**  
AWD Base(K8A)  
Price Level: 915

## Selected Options (cont'd)

Code	Description	MSRP
SUBTOTAL		\$34,680.00
Destination Charge		\$995.00
TOTAL		\$35,675.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Attachment number 2 \n





# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 6, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items for Action at August 20, 2018 Meeting

### **SUBJECT:**

Sheriff's Office - 911 Emergency Telephone Fund Recording System Purchase and Budget Amendment

### **BRIEF SUMMARY:**

911 Emergency Telecommunications is requesting to purchase a NexLog Communications Recording System including backup. This is an eligible purchase from 911 funds (Fund 401). The attached budget amendment increases expenditures and appropriates fund balance for this purchase. There are sufficient funds in the 911 Emergency Telephone fund balance for this purchase.

### **REQUESTED ACTION:**

Motion to approve the communications recording system purchase and budget amendment.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Lieutenant Ray Gilleland, Sheriff's Department  
Susan Fearrington, Finance Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

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

## BUDGET AMENDMENT:

### ATTACHMENTS

- [Fd 401 Budget Amendment](#)
  - [Fd 401 Quote for Communications Recording System](#)
-





Carolina Recording Systems, LLC  
 PO Box 11311  
 Charlotte, NC 28220  
**CRS**

# QUOTE

**FOR: Eventide NexLog Communications Recording System  
 Including Union Backup**

**Cabarrus County Sheriff's Office**  
 30 Corban Ave. S.E.  
 Concord, NC 28025  
 Ray Gilleland  
 (704) 791-0468  
 rgilleland@co.cabarrus.nc.us

**Quote Prepared By**  
**Cliff Kimsey**  
 sales@crsnc.com  
 (704) 276-6412  
 Fax: (888) 776-0201  
 Help Desk: (888) 661-0202

Est. Delivery	Terms	GSA Contract Number	Quote Valid Through	Quote Number
4 to 6 Weeks	Net 30	GS-35F-0415V	9/31/2018	CABARRUS0418-02

Line	Qty	Model	Description	Unit Price	Ext. Price
1	1	NexLog740	<b>NexLog 740</b> This Eventide NexLog 740 recording server will be configured to record up to 48 Analog Channels, 24 T1 Channels, up to 48 VoIP Channels, up to 20 CAD Workstations, and is expandable for future recording needs. The 3U rack-mount recording chassis contains 12TB of RAID storage and a Linux Operating System. <b>Recording Solution Includes:</b> Web-Browser Playback      Instant Recall Incident Recreation        Redaction / Identity Protection Contact Closure              Quality Factor Call Evaluation VIPER Integration            Front Panel Display Superior CAD Integration    Central Archive	\$ 79,831.00	\$ 79,831.00
2	1	MotoP25	<b>Motorola Astro P25 Integration</b> Recording System Includes: - Integration to P25 system via Customer-Supplied Archive Information Servers (AIS) - License Fee for MCC7500 SDK - Qty: 1 - 4 Concurrent Decoder for P25 - Eventide Remote Install Prep *For all P25 implementations, payment is required up front due to pass-through licensing charge to Motorola Solutions for use of the integration's Software Development Kit (SDK).	\$ 75,490.00	\$ 75,490.00
3	1	NAS-16512	Network Attached Storage Server - 12TB RAID5, 16GB RAM, Windows Server 2016 Standard	\$ 4,795.00	\$ 4,795.00
4			<b>Equipment Price</b>		<b>\$ 160,116.00</b>
5	1	XXXX	Professional Services: Includes Pre-Installation site survey, installation, configuration, testing, and unlimited training.	\$ 12,500.00	\$ 12,500.00
6	1	Man S&H	Manufacturer Shipping	\$ 125.00	\$ 125.00
7			<b>Solution Total</b>		<b>\$ 172,741.00</b>
8			<b>GSA Discount (Based on GSA Contract Number GS-35F-0415V)</b>		<b>\$ (21,798.91)</b>
9			<b>Solution Total</b>		<b>\$ 150,942.09</b>

Installation Notes:  
 Customer's radio, telephone, and CAD vendors should provide the proper inputs, identified and terminated within 6 feet of the recorder's physical location. Customer is responsible for insuring the necessary licenses, installation and integration work is completed by its other vendors.



**CABARRUS COUNTY  
BOARD OF COMMISSIONERS**

**WORK SESSION  
AUGUST 6, 2018  
4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items for Action at August 20, 2018 Meeting

**SUBJECT:**

County Attorney - Approval of Tax-Exempt Bond Financing for Carolina International School

**BRIEF SUMMARY:**

The Board is requested to hold a public hearing on behalf of Carolina International School for approval of their tax-exempt bond financing and in order for them to fulfill the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, in regards to the issuance of tax-exempt bonds by non-profits.

**REQUESTED ACTION:**

Motion to suspend the Rules of Procedure.

Motion to set a public hearing on behalf of Carolina International School for Board of Commissioners' regular meeting on Monday, August 20 at 6:30 p.m. or as soon thereafter as persons may be heard.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Richard Koch, County Attorney

**BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS:**

- Letter from Carolina International School
- Resolution
- Notice of Public Hearing





# CAROLINA INTERNATIONAL SCHOOL

A NORTH CAROLINA PUBLIC CHARTER SCHOOL

9545 Poplar Tent Road, Concord, NC 28027

704.455.3847 • 704.455.4672 (fax)

[www.CarolinaInternationalSchool.org](http://www.CarolinaInternationalSchool.org)

July 25, 2018

## VIA ELECTRONIC MAIL

Board of County Commissioners  
County of Cabarrus, North Carolina  
65 Church Street, SE  
Concord, North Carolina 28026

Re: Request for public hearing at Board of Commissioner's August 20, 2018 meeting to approve tax-exempt bond financing for Carolina International School

Ladies and Gentlemen:

I am writing to request, on behalf of Carolina International School (the "School"), the Board of Commissioners of Cabarrus County (the "Board") to host a public hearing at their August 20, 2018 meeting and approve, in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the School's financing and refinancing of certain projects with the proposed issuance of tax-exempt bonds (the "Bonds").

As you know, Section 147(f) of the Code requires all private activity bonds, such as the Bonds, to be approved by (1) the governmental unit issuing the bonds or on behalf of which such bonds are being issued (in this case, Public Finance Authority, a unit of government and a body corporate and politic of the State of Wisconsin) and (2) each governmental unit having jurisdiction over the area in which the facilities being financed or refinanced with the bonds are located (in this case, Cabarrus County). Accordingly, the School is requesting the Board to hold a public hearing and approve the proposed bond issue in order to comply with the hearing and approval requirements of Section 147(f) of the Code. Such approval by the Board does not in any way make Cabarrus County responsible or liable for the Bonds, which is a fact that will be set forth clearly in the resolution of the Board approving such financing. Hosting the public hearing and approving the issuance of the Bonds would merely be a ministerial act to help the School comply with the provisions of the Code in order to use the proceeds of tax-exempt bonds. A preliminary draft of the Board's approval resolution is attached hereto.

Robinson, Bradshaw & Hinson, P.A., as our counsel, will cause the required notice of public hearing to be published in "a newspaper of general circulation available to residents of" Cabarrus County at least 14 days before the public hearing. A draft of the notice of public hearing is attached hereto.

As described in the notice, the Bonds will be used to (1) finance and refinance the costs of acquiring, constructing, equipping, improving and operating, as applicable, land and buildings used or to be used by the Corporation as school facilities to be located at 9545 Poplar Tent Road, Concord, North Carolina (the "Project"), (2) finance the cost of interest during the construction of the Project, (3) finance the cost of a debt service reserve fund and (4) pay certain expenses incurred in connection with the issuance of the Bonds by the Authority.



**CAROLINA INTERNATIONAL SCHOOL**

A NORTH CAROLINA PUBLIC CHARTER SCHOOL

9545 Poplar Tent Road, Concord, NC 28027

704.455.3847 • 704.455.4672 (fax)

[www.CarolinaInternationalSchool.org](http://www.CarolinaInternationalSchool.org)

I hope this letter provides you the information you need in order to hold the public hearing at the Board's August 20, 2018 meeting, but please call me if you have any questions. I am happy to answer any questions about the School or the Bonds. Robinson, Bradshaw & Hinson, P.A., as our counsel, will be present at your August 20, 2018 meeting should you have any questions at that time.

Thank you for your consideration of this matter.

Very truly yours,

David Kukielski  
Head of School

**EXTRACTS FROM MINUTES OF BOARD OF COMMISSIONERS**

The Board of Commissioners for the County of Cabarrus, North Carolina (the “County”) held a regular meeting in the Commissioners Meeting Room of the Cabarrus County Government Center located at 65 Church Street, SE, Concord, North Carolina 28026, at 6:30 P.M. on August 20, 2018. The following Commissioners were:

Present:

Absent:

\* \* \* \* \*

The Chairman held the public hearing described below and introduced the following resolution, a copy of which had been provided to each Commissioner and which was read by its title:

**RESOLUTION APPROVING THE ISSUANCE OF NOT TO EXCEED \$2,600,000 OF THE PUBLIC FINANCE AUTHORITY EDUCATION REVENUE BONDS (CAROLINA INTERNATIONAL SCHOOL), SERIES 2018A**

**WHEREAS**, at 6:30 P.M., the Chairman announced that the Board of Commissioners (the “Board”) would proceed to hold a public hearing and would hear anyone who wished to be heard on the proposed issuance by the Public Finance Authority (the “Authority”), a unit of government and a body corporate and politic of the State of Wisconsin, of not exceeding \$2,600,000 of its Education Revenue Bonds (Carolina International School), Series 2018A (the “Bonds”);

**WHEREAS**, the Authority will loan the proceeds of the Bonds to Carolina International School, a North Carolina nonprofit corporation (the “Borrower”) and the Borrower will use the proceeds of the loan from the Authority for the purpose of financing and refinancing the costs of acquiring, constructing, equipping and improving and operating, as applicable, land and buildings used or to be used by the Corporation as school facilities located and to be located at 9545 Poplar Tent Road, Concord, North Carolina (the “Project”);

**WHEREAS**, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, prior to their issuance, bonds issued by the Authority must be approved by the governing body or highest ranking executive or administrator of the political jurisdiction within whose boundaries the project is located (the “Project Jurisdiction”);

**WHEREAS**, the Borrower has requested that the Board approve the financing of the Project and the issuance of the Bonds in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the “Joint Exercise Agreement”) and Section 66.0304(11)(a) of the Wisconsin Statutes;

**WHEREAS**, on August 6, 2018, a notice of public hearing has been published in *Independent Tribune*, setting forth a general, functional description of the type and use of the

facilities to be financed and refinanced, the maximum principal amount of the Bonds, the initial owner, operator or manager of the facilities and the location of the facilities, among other things;

**WHEREAS**, the names, address and testimony of the persons who were present and who offered comments on the proposed issuance of the Bonds or who responded in writing to the notice of public hearing are as follows: None

**WHEREAS**, the Chairman of the Board inquired elsewhere in and around the meeting room to determine whether there were any other persons who wished to speak at the public hearing and the Chairman of the Board determined that no other persons who wished to speak at the public hearing were found; and

**WHEREAS**, the purpose of the above-described public hearing and this resolution is to satisfy the public approval requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), in order to qualify the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE COUNTY OF CABARRUS, NORTH CAROLINA:**

Section 1. For the sole purpose of qualifying the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code, the Board hereby approves the issuance of the Bonds by the Authority for the purpose of providing funds to finance and refinance the Project, provided that in no event shall Cabarrus County, the State of North Carolina or any political subdivision thereof be liable for such Bonds nor shall the Bonds constitute a debt of Cabarrus County, the State of North Carolina or any political subdivision thereof. It is the purpose and intent of the Board that this resolution constitute approval of the issuance of the Bonds by the applicable elected representative of the Project Jurisdiction, which is the governmental unit having jurisdiction over the area in which the Project is located, in accordance with Section 147(f) of the Code and Section 66.0304(11(a) of the Wisconsin Statutes and Section 4 of the Joint Exercise Agreement.

Section 2. This resolution shall take effect immediately upon its passage.

Commissioner \_\_\_\_\_ seconded the motion and the motion was adopted by the following vote:

AYES: unanimous

NAYS: \_\_\_\_\_

\* \* \* \* \*

**STATE OF NORTH CAROLINA )**

**COUNTY OF CABARRUS )**

I, Lauren Linker, Clerk to the Board of Commissioners of the County of Cabarrus, DO  
HEREBY CERTIFY as follows:

1. A meeting of the Board of Commissioners of the County of Cabarrus, located in the State of North Carolina, was duly held August 20, 2018, such meeting having been noticed, held and conducted in accordance with all requirements of law (including open meetings requirements), and minutes of that meeting have been or will be duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of the Board.

2. The attached extract accurately reflects the actions taken by the Board of Commissioners with respect to the matters therein.

3. The attached extract correctly states the time when the meeting was convened and the place where the meeting was held and the members of the Board who attended the meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and have hereunto affixed the seal of the County as of \_\_\_\_\_, 2018.

(SEAL)

\_\_\_\_\_  
Clerk to the Board of Commissioners

NOTICE OF PUBLIC HEARING REGARDING TAX-EXEMPT BONDS TO BE ISSUED ON  
BEHALF OF CAROLINA INTERNATIONAL SCHOOL

NOTICE IS HEREBY GIVEN that on Monday, August 20, 2018, at 6:30 p.m. or as soon thereafter as may be heard, a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 will be held by the Cabarrus County Board of Commissioners in the Commissioners Meeting Room of the Cabarrus County Government Center located at 65 Church Street, SE, Concord, North Carolina 28026, with respect to the proposed issuance by the Public Finance Authority, a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes (the "Authority"), of its Education Revenue Bonds (Carolina International School), Series 2018A, in the maximum aggregate principal amount of \$2,600,000 (the "Bonds").

The Bonds are expected to be issued pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, by the Authority and the proceeds of the Bonds will be loaned to Carolina International School, a North Carolina nonprofit corporation, (the "Borrower") and used to (1) finance and refinance the costs of acquiring, constructing, equipping, improving and operating, as applicable, land and buildings used or to be used by the Corporation as school facilities to be located at 9545 Poplar Tent Road, Concord, North Carolina (the "Project"), (2) finance the cost of interest during the construction of the Project, (3) finance the cost of a debt service reserve fund and (4) pay certain expenses incurred in connection with the issuance of the Bonds by the Authority.

The Project will be initially owned and operated by the Borrower.

The Bonds will be limited obligations of the Authority payable solely from the loan repayments to be made by the Borrower to the Authority, and certain funds established by the indenture for the Bonds. The principal of, premium, if any, and interest on the Bonds will not constitute an indebtedness or liability of the County of Cabarrus, the State of North Carolina, or any political subdivision of the State of North Carolina, or a charge against their general credit or any taxing powers.

At the time and place set for the public hearing, interested persons will be given the opportunity to express their views, both orally and in writing, on the proposed issue of Bonds, and the location and nature of the proposed project to be financed. Written comments may also be submitted to Richard M. Koch, Esq., Law Offices of Richard M. Koch, PA, 3220-201 Prosperity Church Road, Charlotte, North Carolina 28269 for receipt prior to the time and date of such hearing.

The Board of Commissioners does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board of Commissioners' functions, including one's access to and participation in public hearings. Anyone requiring reasonable accommodation for this meeting and/or if this information is needed in an alternative format because of a disability as provided for in the Americans with Disabilities Act should contact the Clerk to the Board of Commissioners by phone at (704) 920-2109, or by fax at (704) 920-2820, or by e-mail at [mismit@cabarruscounty.us](mailto:mismit@cabarruscounty.us). We request at least 72 hours' notice prior to the meeting to make the appropriate arrangements.

This Notice is dated August 6, 2018.

THE COUNTY OF CABARRUS, NORTH CAROLINA





**CABARRUS COUNTY  
BOARD OF COMMISSIONERS**

**WORK SESSION  
AUGUST 6, 2018  
4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items for Action at August 20, 2018 Meeting

**SUBJECT:**

BOC – Resolution Amending the Board of Commissioners’ 2018 Meeting Schedule

**BRIEF SUMMARY:**

The Board have consulted their schedules and September 12, 2018 has been selected to hold the Cabarrus Summit 3<sup>rd</sup> Quarterly Meeting in Concord at the Concord Police Station and December 12, 2018 has been selected to hold the Cabarrus Summit 4<sup>th</sup> Quarterly Meeting in Kannapolis at Kannapolis City Hall. The attached resolution approves the updated meeting schedule.

**REQUESTED ACTION:**

Motion to adopt resolution.

**EXPECTED LENGTH OF PRESENTATION:**

2 Minutes

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS:**

- Resolution



**Resolution Amending the  
Cabarrus County Board of Commissioners'  
2018 Meeting Schedule**

**Whereas**, on December 18, 2017, the Cabarrus County Board of Commissioners adopted a meeting schedule for calendar year 2018, which sets forth the dates, times and locations of various official county meetings;

**Whereas**, the Board desires to hold a summit, at 6:00 p.m. on Wednesday, September 12, 2018 at the Concord Police Station in Concord, North Carolina; and

**Whereas**, the Board desires to hold a summit at 6:00 p.m. on Wednesday, December 12, 2018 at Kannapolis City Hall in Kannapolis, North Carolina;

**Now, therefore be it resolved**, the Cabarrus County Board of Commissioners hereby amends its 2018 Meeting Schedule as follows:

1. The Board of Commissioners will hold the Cabarrus Summit 2018 3<sup>rd</sup> Quarterly Meeting at 6:00 p.m. on September 12, 2018 at the Concord Police Station in Concord, North Carolina.
2. The Board of Commissioners will hold the Cabarrus Summit 2018 4<sup>th</sup> Quarterly Meeting at 6:00 p.m. on December 12, 2018 at Kannapolis City Hall in Kannapolis, North Carolina.

Adopted this 20<sup>th</sup> day of August, 2018.

\_\_\_\_\_  
Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

Attest:

\_\_\_\_\_  
Lauren Linker, Clerk to the Board



**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**REGULAR MEETING**

**AUGUST 20, 2018**  
**6:30 P.M.**

---

**MISSION STATEMENT**

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

**CALL TO ORDER BY THE CHAIRMAN**

**PRESENTATION OF COLORS**

**INVOCATION**

PASTOR BOB PAGE  
EMMANUEL BAPTIST CHURCH

**MOMENT OF SILENCE**

MARTIN BOGER FOIL, JR.

**A. APPROVAL OR CORRECTION OF MINUTES**

1. Approval or Correction of Meeting Minutes

**B. APPROVAL OF THE AGENDA**

**C. RECOGNITIONS AND PRESENTATIONS**

1. Active Living and Parks - Senior Center Month September 2018 Proclamation
2. DHS - Child Support Awareness Month Proclamation
3. DHS - Foster Parent Recognition
4. Human Resources - Recognition of Chief Deputy Paul Hunt on His Retirement from Cabarrus County Sheriff's Office

5. ITS - Recognition of 2018 16th Annual Digital Counties Survey Achievement
6. BOC - Proclamation Honoring the Memory and Achievements of Martin Boger Foil Jr.

**D. INFORMAL PUBLIC COMMENTS** (Each speaker is limited to 3 minutes)

**E. OLD BUSINESS**

**F. CONSENT AGENDA**

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

1. BOC – Resolution Amending the Board of Commissioners’ 2018 Meeting Schedule
2. CCS - Request to Reappropriate FY18 Capital Funding
3. Finance - Approval of Project Ordinances and Budget Amendment Related to School CIP Funded Projects in the FY19 General Fund Budget
4. KCS - Request to Reappropriate FY18 Capital Funding
5. RCCC - Request to Reappropriate FY18 Capital Funding Balance
6. Finance - Construction and Renovation Fund Project Ordinance and Budget Amendment Update
7. County Manager - Approval of Additional Capital Improvement Projects Identified After the Budget Process
8. County Manager - AT&T/New Cingular Wireless Lease Extension
9. County Manager - Reappropriation of Funds for Ongoing Projects, Grants and Commitments
10. DHS - Energy Programs Outreach Plan
11. Human Resources - Updates to Personnel Ordinance
12. Infrastructure & Asset Management - Surplus of Historic Items to Historic Cabarrus
13. Planning and Development - HOME Program Project Ordinance and Budget Amendment
14. Sheriff's Department - Request to Award Service Weapons to Chief Deputy Paul Hunt Upon Retirement
15. Sheriff's Office - 911 Emergency Telephone Fund Recording System Purchase and Budget Amendment
16. Tax Administration - Refund and Release Reports - July 2018

**G. NEW BUSINESS**

1. Economic Development Investment - Project Griffin – Public Hearing 6:30 p.m.
2. Economic Development Investment - Project Hook – Public Hearing 6:30 p.m.

3. Economic Development Investment - Project Meadows – Public Hearing 6:30 p.m.
4. County Attorney – Approval of Tax-Exempt Bond Financing for Carolina International School – Public Hearing 6:30 p.m.
5. CCS - Funds Requested for Evaluation of Beverly Hills Elementary School Site - \$20,000

**H. APPOINTMENTS TO BOARDS AND COMMITTEES**

1. Appointments - Adult Care Home Community Advisory Committee
2. Appointments and Removals - Cabarrus County Animal Protection Advisory Board
3. Appointments and Removals - Cabarrus County Planning and Zoning Commission

**I. REPORT**

1. BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees
2. BOC - Request for Applications for County Boards/Committees
3. County Manager - Monthly Building Activity Reports
4. County Manager - Monthly New Development Report
5. EDC - July 2018 Monthly Summary Report
6. Finance - Monthly Financial Update

**J. GENERAL COMMENTS BY BOARD MEMBERS**

**K. WATER & SEWER DISTRICT OF CABARRUS COUNTY**

**L. CLOSED SESSION**

**M. ADJOURN**

**IN ACCORDANCE WITH ADA REGULATIONS, ANYONE WHO NEEDS ANY ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE ADA COORDINATOR AT 704-920-2100 AT LEAST 48 HOURS PRIOR TO THE MEETING.**

**Scheduled Meetings:**

<b>September 4</b>	<b>Work Session</b>	<b>4:00 p.m.</b>	<b>Multipurpose Room</b>
<b>September 12</b>	<b>Cabarrus Summit</b>	<b>6:00 p.m.</b>	<b>Concord Police Station</b>
<b>September 17</b>	<b>Regular Meeting</b>	<b>6:30 p.m.</b>	<b>BOC Meeting Room</b>
<b>October 1</b>	<b>Work Session</b>	<b>4:00 p.m.</b>	<b>Multipurpose Room</b>
<b>October 15</b>	<b>Regular Meeting</b>	<b>6:30 p.m.</b>	<b>BOC Meeting Room</b>



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

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

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

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

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



**CABARRUS COUNTY  
BOARD OF COMMISSIONERS**

**WORK SESSION  
AUGUST 6, 2018  
4:00 P.M.**

---

**AGENDA CATEGORY:**

Closed Session

**SUBJECT:**

Closed Session – Pending Litigation, Economic Development and Acquisition of Real Property

**BRIEF SUMMARY:**

A closed session is needed to discuss matters related to pending litigation, economic development and acquisition of real property as authorized by NCGS 143-318.11(a) (3), (4) and (5).

**REQUESTED ACTION:**

Motion to go into closed session to discuss matters related to pending litigation, economic development and acquisition of real property as authorized by NCGS 143-318.11(a) (3), (4) and (5).

**EXPECTED LENGTH OF PRESENTATION:**

1 Hour or More

**SUBMITTED BY:**

Mike Downs, County Manager

**BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS:**



**CABARRUS COUNTY BOARD OF COMMISSIONERS  
CHANGES TO THE AGENDA  
AUGUST 6, 2018**

**ADDITIONS:**

**Discussion Items for Action at August 20, 2018 Meeting**

**4.17 BOC – Resolution Amending the Board of Commissioners’ 2018 Meeting Schedule**  
*(Already included in the Agenda.)*

**REVISED:**

**Closed Session**

**6.1 Closed Session – Pending Litigation, Economic Development and Acquisition of Real Property**  
*(Already included in the Agenda.)*

**SUPPLEMENTAL INFORMATION:**

**Discussion Items for Action at August 20, 2018 Meeting**

**4-11 Human Resources – Updates to Personnel Ordinance Pg. 134**

## **Personnel Ordinance Changes – July 2018**

### **Explanation of Changes**

Human Resources has reviewed several updates with County Management and requests modification to these Ordinance sections:

**Article I. Organization of Personnel System, Section 3. Definitions** - clarifications of employee types and associated Munis system codes. Several new definitions were also added to ensure current payroll system object codes are identified. Several related updates were made to the Leaves of Absence section of the Personnel Ordinance to utilize the defined object codes for enhanced employee and supervisor clarify.

**Article III. The Pay Plan, Section 3. Use of Salary Ranges, (c) Merit Increase Administration** - adding language to address treatment of those at top of pay range as recommended in last salary study.

Employees who have achieved the top of their salary range have been previously unaddressed by the merit system despite receiving positive performance reviews. This change follows a recommendation from the salary study presentation by Stephanie Oberg with The Employers Association (TEA) when she presented last spring. This process change will allow all employees to benefit from their job performance reviews by providing an annual lump sum for those that have reached the range maximum. This will not add ongoing salary costs but will serve as a motivator for continued strong performance.

**Article III. The Pay Plan, Section 12. Sheriff's Education Incentive Program** - changes to reflect recommendation from last salary study.

This topic was also addressed in the TEA salary study recommendation where we were encouraged to move all employees into one compensation system for the Sheriff's Educational incentive. This program was restructured several years ago to recognize only those with the achievement of full degrees versus by class hours. Flat amounts were stated in the Ordinance for bachelors and masters degrees. Through use of a salary calculation tool with new hires we had started to recognize Sheriff's office degrees through the initial salary offer as we do with other departments. This was an issue with two pay practices in place. In addition, this pay type has been challenging in the transition to our new timekeeping system.

The recommended solution is to treat all employees consistently and add the incentive amount into base pay whether a current degreed employee or one who comes to the County. HR also received incentive practices for surrounding areas and learned that our current method was not financially competitive. Most were using a percent of salary versus a flat amount that does not change over time as responsibilities grow.

The updates will require salary adjustment for approximately 86 employees in the amount of \$40,000 but will put the County in a more competitive position with our peers.

**Article III. The Pay Plan, Section 15. Bi-Lingual Incentive** - clarifications to this incentive versus where bi-lingual is a job requirement

This incentive was adopted in September of 2017. As we have implemented the program we have found several areas where minor adjustments are needed, for example utilizing more generic information on the testing resource should that change in the future and payment for follow up tests. The main issue identified has been the distinction between bilingual preferred positions versus bilingual required positions. We are starting to have a need for the latter in several departments including DHS.

The updates better identify those not eligible for the incentive and other options that may apply to them (bilingual required). This will allow a premium for those with the skill plus the ability to incorporate that into base pay where appropriate.



## Article I. Organization of Personnel System

### Section 3. Definitions

- d) ~~Auxiliary Employee~~Contracted Employee (9114). A person hired to perform incidental or occasional work on a temporary basis and is paid for these services through County payroll in accordance with Internal Revenue Service regulations.
- e) Benefits eligible – An employee’s eligibility for County benefits depends upon their personnel status (9101, 9102, 9103, 9104, ~~etc. 9105, 9117~~). –Specific eligibility requirements are explained by type of benefit throughout this document. In addition to County status, we utilize the Affordable Care Act guidance for health benefit eligibility including tracking work hours.
- m) Full Time Employee (9101). An employee who is scheduled to work the number of hours per work week designated by the Board of Commissioners as full time.
- t) Part Time Employee - –An employee, ~~either regular or temporary,~~ who is scheduled to work less than the number of hours per work week designated by the Board of Commissioners as full time.  
Currently:  
Greater Than 1,000 Hours (9102) - from 20 to 39 hours per week  
Less Than 1,000 Hours (9103) – less than 20 hours per week  
~~t)~~
- ff) Seasonal Employee (9117) – An employee utilized to fulfill seasonal or short term needs of approved departments. A seasonal employee may be returned to active status the next year without requiring full re-hire process. An example would be a camp counselor.
- hh) Temporary Employee (9104). A person ~~appointed to serve~~hired to perform duties on a non-regular basis (as needed) or for a specific period of time in a position for a limited duration, subject to annual review. Most of these positions are to supplement regular work performed by the department.  
~~usually not to exceed one~~

#### Additions:

- 1) Elected Board (9105) – Elected County Commissioners who are paid for serving in office.
- 2) Appointed Board (9115) – Board members appointed by the Board of Commissioners who are compensated for attending meetings. Not all appointed boards are compensated.
- 3) Special Separation Allowance (9116) – Retirement benefit for Sworn Law Enforcement employee who are eligible for benefits and have not met the age of 62.

Note: Changes utilizing these revised definitions, specifically the associated object code numbers, are also recommended for Article VI. Leaves of Absence under Section 1. Holidays, Section 3. Vacation Leave and Section 7. Sick Leave.

**Article III. The Pay Plan**

**Section 3. Use of Salary Ranges**

(c) Merit Increase Administration. Each year, an employee shall receive a performance evaluation and be considered for a merit increase on the anniversary of his or her date in that position. Merit increases are determined by the score received on the evaluation and any program adjustments. An employee must receive a 2.01 rating or greater on the 5.00 point scale to qualify. If an employee qualifies, the department head recommends a merit increase. After administrative review by the Human Resources Director, the increase is added to the employee’s ~~salary~~-base salary.

An employee that receives a rating of 2.00 or lower will normally require a Performance Improvement Plan (PIP) and an individual competency score of 2 or 1 will also require a PIP to bring his or her performance to position expectations. Department Heads are responsible for reasonable and appropriate action to assist an employee in attaining expected job performance. If an employee’s performance does not meet expected levels (receives an overall 2.00 or lower or scores a 1 or 2 in an individual competency) a Performance Improvement Plan (PIP) is normally required. If improvement is not made within three months’ disciplinary measures in accordance with Article VII shall begin.

An employee is eligible for a merit increase in accordance with the following:

Performance Evaluation			Merit Pay Increase	
From	To	Point Spread	Levels	Percent
0.00	2.00	2.00	0	0.00
2.01	2.99	0.98	1	0.50
3.00	3.44	0.44	2	1.00
3.45	3.77	0.32	3	1.50
3.78	4.43	0.65	4	2.00
4.44	5.00	0.56	5	2.50

Employees at the maximum of their assigned salary range may participate in the merit process through a lump sum bonus award. This award is an annual one-time award in the amount of the employees recommended merit increase. If the employee has not reached the maximum of the range but a merit

recommendation will put them over they may receive up to the range maximum as a salary addition and the remainder for that year as a lump sum payment.

This Ordinance Section requires annual budget approval.

### **Article III. The Pay Plan**

#### **Section 12. Sheriff's Education Incentive Program**

Minimum qualifications have been established for all classifications within the County. Because of the nature of their work and the realities of the labor market, an educational incentive has been presented and approved for the Sheriff's Office effective December 22, 1972.

For Sheriff's Office employees in sworn-qualifying positions ~~(Deputy Sheriff or above) or Detention Officer in the jail, for those that acquiring-acquire~~ a degree in Criminal Justice after hire, an additional incentive will be provided in the form of a percentage to base pay~~an annual incentive~~ as follows:

Associate's Degree	<del>\$</del> <u>8702.5%</u>
Bachelor's Degree	<del>\$</del> <u>1,7405%</u>

This amount will be added to the employees base pay ~~as a pay type~~ in the amount above following presentation of degree and completed Personnel Status Request (PSR) by the department. This incentive is only available for Criminal Justice or a closely related field of study as approved by the Sheriff from an appropriately accredited institution of higher learning.

Employees hired with this degree will receive the same salary consideration upon hire.

These incentives will replace the original incentive plan effective 1972\_ ~~but will not change incentive amounts of current employees awarded under the previous program.~~ All employees who currently hold a qualifying degree will be transitioned to the new plan effective August 179, 2018. Any employee currently receiving partial payment for classes acquired under the previous incentive plan will continue to receive that amount until completion of degree at which time they will be transitioned to the percentage incentive plan amount.

Employees eligible for the Sheriff's educational incentive program shall be exempt from educational leave with pay in Article VI, Section 23 and tuition reimbursement in Section 14 of this Article for any degree level excluding Master's degree.

### Article III. The Pay Plan

#### Section 15. Bilingual Incentive

The County will provide a language incentive for those employees providing translation services within their departments and to other areas, as requested by management. The Department Head must request eligibility by position where they identify a business need and s-Submit to Human Resources for approval by the County Manager.

Employees will be eligible for an annual incentive of \$1,200 added to their pay (\$~~46.2550~~ per pay period for ~~24-26~~ pays per year) if they pass a proficiency test in Spanish or other identified language as approved by the County Manager. Employees must pass an oral proficiency exam at an advanced or superior level by a testing authority selected by the County. The test will be provided by The American Council on the Teaching of Foreign Languages and The initial test and required re-certifications will be paid for by the County. Those wishing to retest following an unsuccessful attempt will pay for the retest. The employee's Department Head/supervisor is responsible for contacting Human Resources to set up testing. Incentive pay will begin during the pay period that follows satisfactory results and will not be retroactive. Employees must successfully complete the probationary period to be eligible for testing.

The Department Head may decide at any time to discontinue bilingual eligibility if the need within the department ceases to exist and/or the skill is not being utilized. The employee will be required to retest every 3 years to verify language capability. Designated employees receiving Bilingual pay may be asked to participate in a call rotation for their division and, on occasion, to assist within another department or division if an urgent matter presents itself.

The incentive applies to situations where bilingual skills are optional. If a job requires bilingual skills the employee is not eligible to receive the above incentive but the language skills will be considered under hiring standards and included in the employee's base salary.