

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

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

MISSION STATEMENT

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

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

Girl Scout Troop 2377, Center United Methodist Church

INVOCATION

Pastor Bob Page, Emmanuel Baptist Church

A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

1. BOC - Changes to the Agenda

C. RECOGNITIONS AND PRESENTATIONS

1. Active Living and Parks - Eagle Scout Service Project
2. Proclamation - Red Cross Month

D. INFORMAL PUBLIC COMMENTS

E. OLD BUSINESS

F. CONSENT AGENDA

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

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

G. NEW BUSINESS

1. DHS - Transportation 5310 Elderly and Handicapped Grant - Public Hearing 6:30 p.m.
2. County Manger - Cabarrus County Schools Calendar Flexibility Resolution
3. County Manager - Kannapolis Sidewalk Easement

H. APPOINTMENTS TO BOARDS AND COMMITTEES

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

I. REPORTS

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

J. GENERAL COMMENTS BY BOARD MEMBERS

K. WATER AND SEWER DISTRICT OF CABARRUS COUNTY

L. CLOSED SESSION

1. Closed Session - Pending Litigation and Personnel Matters

M. ADJOURN

Scheduled Meetings

February 22	Board Retreat	4:00 p.m.	Multipurpose Room
February 23	Board Retreat	8:00 a.m.	Multipurpose Room
March 11	Work Session	4:00 p.m.	Multipurpose Room
March 18	Regular Meeting	6:30 p.m.	BOC Meeting Room
April 1	Work Session	4:00 p.m.	Multipurpose Room
April 15	Regular Meeting	6:30 p.m.	BOC Meeting Room

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

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

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

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

Sunday - Saturday	1:00 P.M.
Sunday - Tuesday	6:30 P.M.
Thursday & Friday	6:30 P.M.

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

February 18, 2019
6:30 PM

AGENDA CATEGORY:

Approval or Correction of Minutes

SUBJECT:

Approval or Correction of Meeting Minutes

BRIEF SUMMARY:

The following meeting minutes are provided for correction or approval:

January 7, 2019 (Work Session)

January 22, 2019 (Regular Meeting)

REQUESTED ACTION:

Motion to approve the aforementioned meeting minutes as presented.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- ▣ January 7, 2019 Work Session Minutes
- ▣ January 22, 2019 Regular Meeting Minutes

The Board of Commissioners for the County of Cabarrus met for an Agenda Work Session in the Multipurpose Room at the Cabarrus County Governmental Center in Concord, North Carolina at 6:15 p.m. on Monday, January 7, 2019.

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

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

Call to Order

Chairman Morris called the meeting to order at 4:00 p.m.

Approval of Agenda

Chairman Morris presented the following changes to the agenda:

Additions:

Discussion Items for Action

4-4 BOC - Resolution Amending the Board of Commissioners' 2019 Meeting Schedule

Removed:

Discussion Items - No Action

Infrastructure and Asset Management - New Courthouse Project Update

Discussion Items for Action

Tax Administration - Refund Request

UPON MOTION of Commissioner Shue, seconded by Commissioner Kiger and unanimously carried, the Board approved the agenda as amended.

Discussion Items - No Action

Infrastructure and Asset Management - Parking Deck Update

Kyle Bilafer, Area Manager of Operations, provided an update on the new parking deck. He reported, although the weather has affected the project, the parking deck is still on schedule to open to the public on March 1, 2019. Mr. Bilafer stated there may be a need to carry the builder's risk insurance for an additional two weeks. During the update, Mr. Bilafer presented pictures showing the progress and current status of the parking deck.

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

Discussion Items for Action

Kannapolis City Schools - Approval of a Resolution Acknowledging the Execution and Delivery by the Kannapolis Board of Education of a Guaranteed Energy Savings Contract

Will Crabtree, Kannapolis City Schools (KCS) Director of Business Operations, requested approval of a resolution acknowledging the execution and delivery by the Kannapolis Board of Education for a Guaranteed Energy Savings contract. Mr. Crabtree reviewed the contents of the resolution. A presentation from Trane detailing the energy savings as well as the capital replacement of equipment for the school system was included in the agenda.

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

Salisbury-Rowan Community Action Agency, Inc. Presentation of FY19-20 Application for Funding

Dione Adkins-Tate, Salisbury-Rowan Community Action Agency, Inc., Director of Family Services, presented a PowerPoint presentation regarding the FY2019-20 Application for Funding for the Community Services Block Grant (CSBG). The presentation included the following topics:

- Community Services Block Grant (CSBG) Program Year 2019-2020 Cabarrus County Funding Allocation - \$244,368
- Intended Use of Funding
- Self-Sufficiency Program
- 2017-2018 Community Impact
- Projected Outcome Targets Programyear4 2019-2020
- Self-Sufficiency Program - Office Locations

A brief discussion ensued. During discussion, Ms. Adkins-Tate responded to questions from the Board.

BOC - Commissioner Appointment for 2019

Each year, the Board approves commissioner appointments to various boards and committees, and appointments as liaisons to the surrounding municipalities. A chart of commissioner appointments was provided for the Boards' review.

A brief discussion ensued.

BOC - Resolution Amending the Board of Commissioners' 2019 Meeting Schedule

Chairman Morris presented updates to the Board of Commissioners' 2019 Meeting Schedule regarding the venue for the Boards' retreat and 1st Quarterly Cabarrus Summit. A resolution regarding these updates will be needed.

County Manager - Convert Board Approved Policy to Administrative Policy

Pam Dubois, Senior Deputy County Manager, reported on December 4, 2014 the Board approved the Cabarrus County Recycling Policy. Ms. Dubois stated this policy is administrative in nature and needs flexibility to be modified as operational changes occur. She advised it would be beneficial to the management team to convert the policy from a Board-approved policy to an administrative policy subject to change at the County Manager's discretion.

DHS - Transportation 5307 Grant

Bob Bushey, Transportation Manager, reported the Department of Human Services Transportation Department is applying for unspent 5307 Federal Funds through the State of North Carolina in the amount of \$41,188. He stated these funds will be used to replace radios in the transportation vehicles that have exceeded their useful life. He advised a 20 percent local match and public hearing are required.

Finance - Adjustments to the Construction and Renovation Fund and School Construction Fund

Susan Fearington, Finance Director, reported the Construction and Renovation Fund and the School Construction Fund have completed projects that need to be adjusted to the actual final project amounts. There are also some projects that need to be written off the County's General Ledger. Ms. Fearington further reported since the funds are multi-year, approval of updated budget amendments and project ordinances will be needed. She also responded to questions from the Board.

Infrastructure and Asset Management - Midland Branch Library Agreement

Kyle Bilafer, Area Manager of Operations, reported staff has worked with the County Attorney and Town of Midland staff to develop a Midland branch library agreement detailing the terms of the lease and responsibilities of the various parties. He stated Midland Town Manager Doug Paris has notified County staff the agreement would be placed on the Town of Midland's regular meeting in January. Additionally, Mr. Bilafer reviewed portions of the agreement regarding terms and responsibilities of the Town of Midland and the County. He also responded to questions from the Board.

Infrastructure and Asset Management - Transfer of Surplus Vehicle to Mount Mitchell Fire and Medical

Michael Miller, Infrastructure and Asset Management Director, presented a request from Mount Mitchell Fire and Medical for a surplus vehicle from the County. He stated County staff has identified asset 8376, a 2015 Ford Police Interceptor SUV with 111,287 miles, as a match for the request. Mr. Miller further stated the vehicle will be used for travel to and from training held at other departments, picking up supplies and traveling to county meetings. Additionally, it will be set up in a state of readiness to be used as a quick response vehicle for medical calls.

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

Planning and Development - Community Development Grant Request

Kelly Sifford, Planning and Development Director, provided a brief update to an earlier discussion regarding standard versus sub-standard housing. She defined standard housing as a residence with adequate facilities such as heating, plumbing, etc.

Ms. Sifford announced the Prosperity Ridge project closed in December. She stated an update will be provided when the date for ground breaking has been determined.

Ms. Sifford then requested approval for pursuing grants for the Weatherization, Heating and Air Repair and Replacement and Housing and Home Improvements Program. Additionally, she presented staff's request for approval to apply for any Duke Energy grant programs that do not require matching funds.

Lastly, she recommended the County not apply for the HOME (Home Investments Partnerships Program) this year as there are no qualified candidates.

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

Discussion Items - No Action (Continued)

County Manager - Cabarrus County Strategic Plan

Lauren Tayara, Budget Analyst, provided a PowerPoint presentation regarding strategic planning that included the following topics:

- Methodology
- Focus for Capital Growth
- Solutions for Capital Growth
- Capital Growth Comments
- Municipal Solid Waste Landfill
- Improvements to Current Programs
- New Programs or Services
- Most Underserved Areas
- Social Issues
- Solutions for Economic Development
- Additional Comments
- Survey Takeaways

Ms. Tayara also reviewed a timeline for the strategic plan process.

There was discussion throughout the presentation. During the presentation, Ms. Tayara and Mike Downs, County Manager, responded to questions from the Board.

Approval of Regular Meeting Agenda

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

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Shue and unanimously carried, the Board approved the January 22, 2019 agenda as follows and scheduled the required public hearing for Tuesday, January 22, 2019 at 6:30 p.m. or as soon thereafter as persons may be heard.

Approval or Correction of Minutes

- Approval or Correction of Minutes

Recognitions and Presentations

- Proclamation - Black History Month

Consent

- BOC - Commissioner Appointments for 2019
- BOC - Resolution Amending the Board of Commissioners' 2019 Meeting Schedule
- County Manager - Convert Board Approved Policy to Administrative Policy

- Finance - Adjustments to the Construction and Renovation Fund and School Construction Fund
- Infrastructure and Asset Management - Midland Branch Library Agreement
- Infrastructure and Asset Management - Transfer of Surplus Vehicle to Mount Mitchell Fire and Medical
- Kannapolis City Schools - Approval of a Resolution Acknowledging the Execution and Delivery by the Kannapolis Board of Education of a Guaranteed Energy Savings Contract
- Planning and Development - Community Development Grant Request
- Salisbury-Rowan Community Action Agency, Inc. Presentation of FY19-20 Application for Funding
- Tax Administration - Refund and Release Reports - December 2018

New Business

- DHS - Transportation 5307 Grant - Public Hearing 6:30 p.m.
- Finance - Presentation for the Fiscal Year 2018 Comprehensive Annual Financial Report

Appointments to Boards and Committees

- Appointments - Active Living and Parks Commission
- Appointments - Cabarrus County Youth Commission

Reports

- BOC - Receive Updates From Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
- BOC - Request for Applications for County Boards/Committees
- County Manager - Monthly Building Activity Reports
- County Manager - Monthly New Development Report
- EDC - December 2018 Monthly Summary Report
- Finance - Monthly Financial Update

Closed Session - Pending Litigation and Economic Development

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

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

Return to Open Session

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board scheduled a public hearing for an economic development investment for Project Safety for January 22, 2019 at 6:30 p.m. or as soon thereafter as persons may be heard.

Adjourn

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Kiger and unanimously carried, the meeting adjourned at 6:11 p.m.

Lauren Linker, Clerk to the Board

The Board of Commissioners for the County of Cabarrus met in regular session in the Commissioners' Meeting Room at the Cabarrus County Governmental Center in Concord, North Carolina at 6:30 p.m. on Tuesday, January 22, 2019.

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

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

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

Girl Scout Troop 3561 from Westford United Methodist Church conducted the Flag Ceremony. Scouts participating were: Kristee Smith, Kayleigh King, Emily Johnson, Alaina Johnson, Jurnee Carothers, Kimberly Lisk, Gabrielle Clinton, Amy Bartels and Julia Bartels.

Retired Senior Pastor Andy Langford from Central United Methodist Church delivered the invocation.

(A) APPROVAL OR CORRECTION OF MINUTES

UPON MOTION of Vice Chairman Honeycutt seconded by Commissioner Shue and unanimously carried, the Board approved the minutes of December 3, 2018 (Work Session), December 12, 2018 (Cabarrus Summit) and December 17, 2018 (Regular Meeting as presented.

(B) APPROVAL OF THE AGENDA

Chairman Morris reviewed the following changes to the agenda.

Additions:

Closed Session

L-1 Closed Session - Pending Litigation and Economic Development

Moved to New Business:

G-4 Infrastructure and Asset Management - Midland Branch Library Agreement

Supplemental Information:

New Business

G-2 Economic Development Investment - Project Safety - Public Hearing 6:30 p.m.

- Project Overview
- Grant Analysis

UPON MOTION of Commissioner Shue seconded by Commissioner Kiger and unanimously carried, the Board approved the agenda as amended.

Chairman Morris recognized Cabarrus County Youth Commission member, Luke Linkel, from Northwest Cabarrus High School in attendance.

(C) RECOGNITIONS AND PRESENTATIONS

(C-1) Proclamation - Black History Month

The following proclamation declares February 2019 as Black History Month in Cabarrus County and encourages all citizens to participate in various activities associated with this remembrance.

Chairman Morris read the proclamation aloud.

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

Proclamation No. 2019-01

BLACK HISTORY MONTH PROCLAMATION

WHEREAS, Black History Month is the observance of a special period to recognize the achievements and contributions of African-Americans to our county, state and nation; and

WHEREAS, this observance presents the special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have played a part in the progress of our county; and

WHEREAS, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty; and

WHEREAS, as a result of their determination, hard work, intelligence, and perseverance, African-Americans have achieved exceptional success in all aspects of society including business, education, politics, science, athletics and the arts; and

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Commissioners for Cabarrus County, North Carolina, do hereby proclaim February 2019 as Black History Month and encourage all citizens to participate in the educational and celebratory events honoring the contributions and accomplishments of African-Americans.

ADOPTED this 22nd day of January, 2019.

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

(D) INFORMAL COMMENTS

Chairman Morris opened the meeting for Informal Public Comments at 6:40 p.m. He stated each speaker would be limited to three minutes.

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

(E) OLD BUSINESS

None.

(F) CONSENT

(F-1) BOC - Commissioner Appointments for 2019

A chart was provided outlining commissioner appointments to various boards and committees and appointments as liaisons to the surrounding municipalities for 2019.

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Kiger and unanimously carried, the Board approved the commissioner appointments for 2019 as set forth in the agenda.

NAME OF BOARD	2019 APPOINTMENTS
ACT Work Ready Community Committee	Poole
Active Living and Parks Commission	Shue
Cabarrus County Animal Protection Advisory Board	Kiger
Cabarrus County Board of Education - Business Mtg.	Kiger/Honeycutt
Cabarrus County Board of Education - Work Session	Honeycutt/Kiger
Cabarrus County Partnership for Children (Smart Start)	Morris
Cabarrus Planning and Zoning Commission	Kiger/Shue
Cabarrus-Rowan Urban Area MPO Transportation Adv. Comm.	Poole/Morris
Cardinal Innovations (replaced PBH)	Morris
Cardinal Innovations Commissioner Advisory Board	Shue
Centralina Council of Government Executive Board	Shue
Centralina Council of Government Board of Directors	Shue
Centralina Economic Development Commission	Downs/Planning Staff
Centralina Workforce Development Consortium	Poole
City of Concord	Kiger
City of Kannapolis	Morris
City of Locust	Shue
Cooperative Extension Service	Honeycutt
Council of Planning - NC 73 Corridor	Honeycutt/Poole
Early Childhood Task Force Advisory Board	Poole/Dubois
Exit 49 Taskforce	Poole/Downs
Fire Departments & First Responder Advisory Committee	Poole/Shue
Forester of Cabarrus County	Shue

Home and Community Care Block Grant Advisory Committee	Honeycutt
Human Services Advisory Board	Honeycutt
Juvenile Crime Prevention Council	Morris
Kannapolis Board of Education	Shue/Kiger
Library Board of Trustees	Morris
Local Emergency Planning Committee	Honeycutt
Mental Health Advisory Board	Poole
Public Health Authority of Cabarrus County	Morris
Region F Aging Advisory Committee	Shue
Rowan-Cabarrus Community College Board of Trustees	Morris
Senior Centers Advisory Council	Honeycutt
Soil and Water Conservation District	Shue
Tourism Authority (CVB)	Honeycutt
Town of Harrisburg	Kiger
Town of Midland	Shue
Town of Mt. Pleasant	Poole
Transportation Advisory Board	Morris
Water and Sewer Authority	Poole/Marshall
Watershed Improvement Commission	Morris
Youth Commission	Kiger

(F-2) BOC - Resolution Amending the Board of Commissioners' 2019 Meeting Schedule

The venue for the Board Retreat scheduled for February 22 and 23, 2019 needs to be moved to be held in the Multipurpose Room in the Governmental Center. Additionally, the venue has been selected for the 1st Cabarrus Quarterly Summit scheduled for February 13, 2019.

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

Resolution No. 2019-01

Resolution Amending the
Cabarrus County Board of Commissioners'
2019 Meeting Schedule

WHEREAS, on December 17, 2018, the Cabarrus County Board of Commissioners adopted a meeting schedule for calendar year 2019, which sets forth the dates, times and locations of various official county meetings;
WHEREAS, the Board scheduled the 1st Cabarrus Quarterly Summit to be held on February 13, 2019; and

WHEREAS, the Cabarrus Arena and Events Center has been selected as the venue; and

WHEREAS, the Board scheduled the Board Retreat to be held at the Cabarrus Arena and Events Center; and

WHEREAS, the venue needs to be changed to the Multipurpose Room in the Governmental Center in Concord, North Carolina;

NOW, THEREFORE BE IT RESOLVED that the Cabarrus County Board of Commissioners hereby amends its 2019 Meeting Schedule as follows:

1. The Board of Commissioners will hold the 1st Cabarrus Quarterly Summit on February 13, 2019 at 6:00 p.m. at the Cabarrus Arena and Events Center in Concord, North Carolina.
2. The Board of Commissioners will hold the Board Retreat on February 22, 2019 at 4:00 p.m. and February 23, 2019 at 8:00 a.m. in the Multipurpose Room at the Governmental Center in Concord, North Carolina.

Adopted this 22nd day of January, 2019.

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

ATTEST:
/s/ Lauren Linker _____
Lauren Linker, Clerk to the Board

(F-3) County Manager - Convert Board Approved Policy to Administrative Policy

On December 4, 2004 the Board approved the Cabarrus County Recycling Policy (policy provides guidelines to increase participation in recycling

programs and minimize waste materials in landfills). This policy is administrative in nature and needs flexibility to be modified as operational changes occur. It would be beneficial to the management team if this policy was converted from a Board-approved policy to an administrative policy subject to change at the County Manager's discretion.

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Kiger and unanimously carried, the Board approved changing the Cabarrus County Recycling Policy from Board-approved to administrative policy.

(F-4) Finance - Adjustments to the Construction and Renovation Fund and School Construction Fund

The Construction and Renovation Fund and the School Construction Fund have some completed projects that need to be adjusted to the actual final project amounts and other projects that need to be written off of the County's General Ledger. A list of the projects is included. Since the funds are multi-year, budget amendments and updated project ordinances will need to be approved.

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Kiger and unanimously carried, the Board approved the budget amendments and updated project ordinances for the Construction and Renovation Fund and the School Construction Fund.

Date: Amount:

Dept. Head: Department:

Internal Transfer Within Department Transfer Between Departments/Funds Supplemental Request

The purpose of this amendment is to move un-used funds from the following completed projects, Elevator Modernization, Law Enforcement Technology, Landfill Improvements, Veterans Services upfit for new location, Cooperative Extension ADA Bathroom Project, RCCC Land Acquisition and GC ADA Bathroom Project into the Available fund to be used for current or future projects.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
343	6	1952-6902	Contribution from GF	180,000.00		4,000.00	176,000.00
343	9	1952-9830	Other Improvements - Elevator Modernization	180,000.00		4,000.00	176,000.00
343	6	0000-6902-A VAIL	Contribution from GF	25,367.29	4,000.00		29,367.29
343	9	0000-9830-A VAIL	Other Improvements	38,676.13	4,000.00		42,676.13
							0.00
343	6	2110-6902-EQUIP	Contribution from GF	777,325.00		0.87	777,324.13
343	9	2110-9860-EQUIP	Equipment & Furniture - Law Enforce Technology	791,325.00		0.87	791,324.13
343	6	0000-6902-A VAIL	Contribution from GF	29,367.29	0.87		29,368.16
343	9	0000-9830-A VAIL	Other Improvements	42,676.13	0.87		42,677.00
							0.00
343	6	4610-6902	Contribution from GF	230,323.87		22.37	230,301.50
343	9	4610-9830	Other Improvements - Landfill	230,323.87		22.37	230,301.50
343	6	0000-6902-A VAIL	Contribution from GF	29,368.16	22.37		29,390.53
343	9	0000-9830-A VAIL	Other Improvements	42,677.00	22.37		42,699.37
							0.00
343	6	5110-6921	Contribution from CRF	95,000.00		2,326.00	92,674.00
343	9	5110-9830	Other Improvements - Veterans Services	95,000.00		2,326.00	92,674.00
343	6	0000-6921-A VAIL	Contribution from CRF	13,308.84	2,326.00		15,634.84
343	9	0000-9830-A VAIL	Other Improvements	42,699.37	2,326.00		45,025.37
							0.00
343	6	5410-6902	Contribution from GF	150,000.00		31,187.59	118,812.41
343	9	5410-9830	Other Improvements - Cooperative Extension	150,000.00		31,187.59	118,812.41
343	6	0000-6902-A VAIL	Contribution from GF	29,390.53	31,187.59		60,578.12
343	9	0000-9830-A VAIL	Other Improvements	45,025.37	31,187.59		76,212.96
							0.00
343	6	7240-6902	Contribution from GF	314,001.00		0.50	314,000.50
343	9	7240-9801	Land Acquisition - RCCC	1,244,001.00		0.50	1,244,000.50
343	6	0000-6902-A VAIL	Contribution from GF	60,578.12	0.50		60,578.62
343	9	0000-9830-A VAIL	Other Improvements	76,212.96	0.50		76,213.46
343	6	1110-6921-BATH	Contribution from CRF	175,000.00		23,531.44	151,468.56
343	9	1110-9607-BATH	Architects - GC ADA BATH	20,000.00		5,000.00	15,000.00
343	9	1110-9830-BATH	Other Improvement's - GC ADA BATH	155,000.00		18,531.44	136,468.56
343	6	0000-6921-A VAIL	Contribution from CRF	15,634.84	23,531.44		39,166.28
343	9	0000-9830-A VAIL	Other Improvement's	76,213.46	23,531.44		99,744.90

Date: Amount:
 Dept. Head: Department:
 Internal Transfer Within Department Transfer Between Departments/Funds Supplemental Request

The purpose of this amendment is to close accounts for the following completed projects in the Construction & Renovation Fund, Tax Collectors Renovation, Equipment for Board of Elections, FLP Overflow Parking Lot, Senior Center Parking Lot, Arena Restroom Improvements, Arena Aisle Safety Lighting and the Arena Sign Replacement.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
343	6	1310-6902-RENO	Contribution from GF	119,782.25		119,782.25	0.00
343	6	1310-6921-RENO	Contribution from CRF	9,115.79		9,115.79	0.00
343	9	1310-9607-RENO	Architects -Tax Collector's Renovation	13,886.17		13,886.17	0.00
343	9	1310-9830-RENO	Other Improvements - Tax Collector's Reno	107,849.79		107,849.79	0.00
343	9	1310-9860-RENO	Equipment & Furniture - Tax Collector's Reno	7,162.08		7,162.08	0.00
				-			
343	6	1510-6902-EQUIP	Contribution from GF	317,225.00		317,225.00	0.00
343	6	1510-6910-EQUIP	Contribution from CPF	5,775.00		5,775.00	0.00
343	9	1510-9331-EQUIP	Minor Office Equipment - Board of Elections	323,000.00		323,000.00	0.00
				-			
343	6	8140-6902-PLot	Contribution from GF	212,052.34		212,052.34	0.00
343	6	8140-6921-PLot	Contribution from CRF	10,596.68		10,596.68	0.00
343	9	8140-9830-PLot	Other Improvements - FLP Overflow Parking Lot	222,649.02		222,649.02	0.00
							0.00
343	6	8145-6902-PLot	Contribution from GF	64,000.00		64,000.00	0.00
343	6	8145-6921-PLot	Contribution from CRF	475.68		475.68	0.00
343	9	8145-9830-PLot	Other Improvements - Senior Center Parking Lot	64,475.68		64,475.68	0.00
				-			
343	6	8310-6921-BATH	Contribution from CRF	78,169.63		78,169.63	0.00
343	9	8310-9830-BATH	Other Improvements - Arena Restroom Reno	78,169.63		78,169.63	0.00
343	6	8310-6921-LIGHT	Contribution from CRF	129,234.47		129,234.47	0.00
343	9	8310-9606-LIGHT	Engineers - Arena Aisle Safety Lighting	14,200.00		14,200.00	0.00
343	9	8310-9830-LIGHT	Other Improvements - Arena Aisle Safety Lighting	115,034.47		115,034.47	0.00
343	6	8310-6921-SIGNS	Contribution from CRF	111,260.00		111,260.00	0.00
343	9	8310-9830-SIGNS	Other Improvements - Arena Sign Replacement	111,260.00		111,260.00	0.00

Date: Amount:
 Dept. Head: Department:
 Internal Transfer Within Department Transfer Between Departments/Funds Supplemental Request

The purpose of this amendment is to close accounts for the following completed projects in the School Construction Fund, Concord Middle School Roofing project and the Harrisburg Elementary Roofing project.

Fund	Indicator	Department/Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
364	6	7302-6921	Contribution from CRF	968,852.92		968,852.92	0.00
364	9	7302-9821	Building & Renovation - Concord Middle Roof	968,852.92		968,852.92	0.00
364	6	7315-6902	Contribution from GF	96,261.74		96,261.74	0.00
364	6	7315-6910	Contribution from CPF	190,557.22		190,557.22	0.00
364	6	7315-6921	Contribution from CRF	398,711.77		398,711.77	0.00
364	9	7315-9821	Building & Renovation - Harrisburg Elementary	685,530.73		685,530.73	0.00

Ordinance No. 2019-01

CABARRUS COUNTY CONSTRUCTION AND RENOVATION PROJECT
 BUDGET ORDINANCE

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

Section I.

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

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

Park & Recreation Trust Fund (PARTF) Grant	\$ 350,000
Rental - Tower Lease	847,693
Sale of Fixed Assets	423,417
Contributions and Donations	117,036
General Fund Contribution	5,112,456
Lease Proceeds (Robert Wallace Park)	4,596,394
Capital Projects Fund Contribution	2,141,264
Capital Reserve Fund Contribution	13,399,547
 TOTAL REVENUES	 \$26,987,807

D. The following appropriations are made as listed.

Government Center Chiller Replacement	\$211,000
Governmental Center ADA Bathrooms	151,469
ITS Fiber Technology Improvements	120,000
County Website Design	283,750
Furniture Replacements	184,723
County Operation Center	3,100,000
Elevator Modernization Government Center	176,000
Multiple building Fall Protection Measures	300,000
Jail Camera Upgrade	112,607
LEC Law Enforcement Technology	791,324
Training & Firing Range Renovation	50,000
Sheriff's Admin Roof Repair	150,000
Courthouse Expansion	6,100,000
Clerk of Court Improvements	113,000
Public Safety Training Center	90,000
EMS Headquarters - Consultants	50,000
EMS Co-location - Concord Fire #11	375,000
EMS Heart Monitors	550,111
Emergency Communications Equip & Ethernet Backhaul	2,721,086
JM Robinson High School Wetlands Mitigation	100,000
Landfill Retaining Wall	230,301
Veterans Services Improvements	92,674
Cooperative Ext. ADA Bathrooms	118,812
RCCC Land for future expansion	1,244,001
Robert Wallace Park	8,147,964
Frank Liske Park - Barn Restrooms	126,405
Frank Liske Park - Lower Lot Restrooms	678,506
Carolina Thread Trail	109,329
Frank Liske Park Playground Replacement	100,000
Midland Library Furniture	75,000
Arena - Lighting Control System Replacement	235,000
Unassigned	99,745
 TOTAL EXPENDITURES	 \$26,987,807
 GRAND TOTAL - REVENUES	 \$26,987,807
GRAND TOTAL - EXPENDITURES	\$26,987,807

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 22nd day of January, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

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

ATTEST:
/s/ Lauren Linker
Clerk to the Board

Ordinance No. 2019-02

CABARRUS COUNTY SCHOOL CONSTRUCTION PROJECT
BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Cabarrus County, North

Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

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

General Fund Contribution	\$49,047
Capital Reserve Contribution	2,960,465
Capital Projects Fund Contribution	54,055
 TOTAL REVENUES	 \$3,063,567

- C. The following appropriations are made as listed.

Cox Elementary Sewer Relocation	25,000
Patriots Elementary Mobile Units	122,100
Site Evaluations-Multiple Schools	30,000
J.N. Fries Middle School Other Improvements	300,000
Kannapolis Intermediate Renovations-Carver Elem	1,620,025
A.L. Brown HS Other Improvements	500,000
CBTC Campus Renovations, Safety, Security	184,075
CBTC A/C Units Replacement Phase II	105,000
RCCC - HVAC Replacement	100,000
Available Other Improvements	77,367
 TOTAL EXPENDITURES	 \$3,063,567
 GRAND TOTAL - REVENUES	 \$3,063,567
GRAND TOTAL - EXPENDITURES	\$3,063,567

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
 - 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 - 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 - 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 - 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
 - 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance

contains sufficient appropriated but unencumbered funds.

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

Section III.

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

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

Adopted this 22nd day of January, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

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

ATTEST:
/s/ Lauren Linker
Clerk to the Board

(F-5) Infrastructure and Asset Management - Transfer of Surplus Vehicle to Mount Mitchell fire and Medical

Mount Mitchell Fire and Medical has requested one surplus vehicle from the Cabarrus County fleet. County staff have identified asset 8376 (VIN # 1FM5K8ARXFG51421), a 2015 Ford Police Interceptor SUV with 111,287 miles (as of September 2018), as a match for their request.

According to the request from the Mount Mitchell Fire and Medical, the vehicle will be used for training at other departments, picking up supplies and traveling to county meetings. This vehicle will also be set up and in a state of readiness to be used as a quick response vehicle (QRV) for medical calls as well.

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Kiger and unanimously carried, the Board declared asset 8376 surplus property and authorized disposition in accordance with the County's policy.

(F-6) Kannapolis City Schools - Approval of a Resolution Acknowledging the Execution of Delivery by the Kannapolis Board of Education of a Guaranteed Energy Savings Contract

Kannapolis City Schools plans to enter into a guaranteed energy savings contract, not to exceed \$4,000,000, pursuant to G.S. 143-64.17 et. seq. for the

purpose of providing certain energy conservation measures authorized thereby as the project so as to reduce energy consumption and/or energy-related operating cost. A resolution for approval and a presentation from Trane detailing the energy savings as well as the capital replacement of equipment for the school system was provided. No additional funds will be required from the County for this contract.

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

Resolution No. 2019-02

RESOLUTION ACKNOWLEDGING THE EXECUTION AND DELIVERY BY THE KANNAPOLIS CITY SCHOOLS BOARD OF EDUCATION OF A GUARANTEED ENERGY SAVINGS CONTRACT

BE IT RESOLVED by the Board of Commissioners (the "Board") of the County of Cabarrus, North Carolina (the "County") as follows:

- 1. The Board hereby finds, determines and acknowledges that:
 - (a) The Kannapolis City Schools Board of Education (the "School Board") plans to enter into a guaranteed energy savings contract, not to exceed \$4,000,000, pursuant to G.S. 143-64.17 et. seq. for the purpose of providing certain energy conservation measures authorized thereby (the "Project") so as to reduce energy consumption and/or energy-related operating costs;
 - (b) the School Board intends to finance the Project by entering into an installment contract (the "Contract") pursuant to G.S. 143-64,17 and G.S. 160A-20, as amended;
 - (c) the energy savings resulting from the Project are expected to equal or exceed the total costs payable under the Contract as shown in an evaluation performed by a [licensed architect or engineer] on behalf of the School Board;
 - (d) the payments under the Contract are not expected to require any additional appropriations to be made to the School Board nor any increase in taxes; and
 - (e) the Board does not intend to reduce appropriations to the School Board based upon a reduction of energy costs in a manner that would inhibit the ability of the School Board to make the payments under the Contract, provided that the County is not bound in any manner to appropriate funds to the School Board in amount sufficient for the School Board to make such payments.
- 2. This resolution shall take effect upon its passage.

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

I DO HEREBY CERTIFY that this is a true and correct copy of the resolution duly adopted by the Board of Commissioners of the County of Cabarrus at a regular meeting held January 22, 2019.

January 22, 2019
Date

Lauren Linker
Clerk to the Board

(F-7) Planning and Development - Community Development Grant Request

Community Development staff requested approval to apply for Weatherization, Heating and Air Repair and Replacement, and Housing and Home Improvement Program funds as part of the annual budget process. Additionally, staff requested permission to apply for any grant programs Duke Energy has that does not require matching funds. Staff is recommending the County not apply for the HOME (Home Investments Partnerships Program) this year as we have not identified viable, qualified candidates for housing rehabilitation.

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Kiger and unanimously carried, the Board approved staff's recommendation for pursuing housing grants for FY20.

(F-8) Salisbury-Rowan Community Action Agency, Inc. Presentation of FY19-20 Application for Funding

The Salisbury-Rowan Community Action Agency, Inc. (SRCCA) presented their FY2019-20 Application for Funding at the work session. This agency provides services for economically disadvantaged citizens in Cabarrus and Rowan counties.

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Kiger and unanimously carried, the Board acknowledged receipt of the SRCCA's FY 2019-20 Community Services Block Grant funding application.

(F-9) Tax Administration - Refund and Release Reports - December 2018

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

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

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Kiger and unanimously carried, the Board approved the December 2018 Refund and Release Reports as submitted, including the NCVTS Refund Report, and granted authority to the Tax Collector to process the refunds and releases. The report is hereby incorporated into the minutes by reference and is on file with the Clerk to the Board.

(G) NEW BUSINESS

(G-1) DHS - Transportation 5307 Grant - Public Hearing 6:30 p.m.

Bob Bushey, Transportation Manager, requested approval for the Department of Human Services Transportation to apply for unspent 5307 Federal Funds through the State of North Carolina in the amount of \$41,188. He stated these funds will be used to replace radios in the transportation vehicles that have exceeded their useful life. A 20 percent local match, public hearing, and adoption of a resolution are required.

Chairman Morris opened the public hearing at 6:42 p.m. The Public Hearing Notice was published in English and Spanish on January 11, 2019 in *The Independent Tribune*. The public hearing notice was also posted on the County's website (www.cabarruscounty.us) in English and Spanish on January 8, 2019 in accordance with Article 2, Administration, Section 2.1 (Use of Electronic Means to Provide Public Notices) of the Cabarrus County Code of Ordinances.

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

UPON MOTION of Commissioner Shue, seconded by Commissioner Kiger and unanimously carried, the Board approved an application for unspent 5307 funds, related resolutions and authorized the budget officer to prepare the appropriate budget amendment.

Date: Amount:
 Dept. Head: Department:
 Internal Transfer Within Department Transfer Between Departments/Funds Supplemental Request

Purpose: Request to move funds for the County portion of replacement radios for Transportation vans as they have exceeded their useful life. This is part of the 5307 grant. This BA records the revenue and expenditures associated with the grant as well as the local match portion.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	5610/942001/383-1	Telecommunications	57,000.00		8,238.00	48,762.00
001	9	5240/9520	Auto and Truck Maintenance	220,000.00	8,238.00	-	228,238.00
001	6	5240/6380	5307 Grant	-	32,950.00		32,950.00
001	9	5240/9520	Auto and Truck Maintenance	228,238.00	32,950.00		261,188.00

Resolution No. 2019-03

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2019 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by Commissioner Lynn W. Shue and seconded by Commissioner F. Blake Kiger for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Section 5310 program.

WHEREAS, Cabarrus County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the County Manager of Cabarrus County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

(G-2) Economic Development Investment - Project Safety - Public Hearing 6:30 p.m.

Page Castrodale, Economic Development Corporation, Existing Industry Director, requested an economic development investment for Project Safety (Safewaze) pursuant to NC General Statute 158.7.1. Project Safety proposes to relocate to 225 Wilshire Avenue SW in Concord with a projected new investment of approximately \$1,500,000 in personal property. The project plans to create 36 jobs with average wages above our current County average wage. A five-year grant equivalent to 85 percent of the ad valorem taxes is requested. A public hearing is required.

Cabarrus County Economic Development Grant Analysis - Project Safety

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Assessed Value	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00
County Taxes at .72	\$10,800.00	\$10,800.00	\$10,800.00	\$10,800.00	\$10,800.00
Grant @ 85%	\$9,180.00	\$9,180.00	\$9,180.00	\$9,180.00	\$9,180.00
Net Taxes to County	\$1,620.00	\$1,620.00	\$1,620.00	\$1,620.00	\$1,620.00
				5 Year Taxes	\$54,000.00

5 Year Grant	\$45,900.00
5 Year Net Revenue	\$8,100.00

Chairman Morris opened the public hearing at 6:44 p.m. The Public Hearing Notice was posted on the County's website (www.cabarruscounty.us) on January 8, 2019 in accordance with Article 2, Administration, Section 2.1 (Use of Electronic Means to Provide Public Notices) of the Cabarrus County Code of Ordinances.

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

Commissioner Shue **MOVED** to approve an economic development agreement (5 years, 85 percent) between Project Safety (Safewaze) and Cabarrus County, and to authorize the County Manager to execute the Agreement on behalf of the Board, subject to review or revision by the County Attorney. Commissioner Kiger seconded the motion.

Following a brief discussion, the **MOTION** unanimously carried.

(G-3) Finance -Presentation for the Fiscal Year 2018 Comprehensive Annual Financial Report

Susan Fearington, Finance Director, announced, upon Board approval, the CAFR (Fiscal Year 2018 Comprehensive Annual Financial Report will be available to the public on the County's website (www.cabarruscounty.us). She expressed appreciation to county staff for their efforts throughout the audit process. Ms. Fearington reported the Government Finance Officers Association (GFOA) of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to Cabarrus County for its Comprehensive Annual Financial Report for the fiscal year ended June 30, 2017. This was the thirty-third consecutive year that Cabarrus County has received this prestigious award. Ms. Fearington then presented the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2018. The presentation included topics and findings as follows:

- Independent Auditors Report
 - Unmodified opinion on statements
 - No financial findings
 - No accounting policy issues were noted
- Grants Compliance
 - No material weaknesses or significant deficiencies were noted
- General Fund Balance Sheet
- Statement of Revenues, Expenditures and Changes in Fund Balance
- Fund balances
 - Revenues - Under expenditures by \$1.4 million
 - Expenditures
- Use of funds transfer from last year
 - Courthouse architect
 - Governmental Center chiller
 - Radio Ethernet
 - Arena lighting
 - West Cabarrus High School contingency setup and technology
 - School buses purchase
 - Hickory Ridge Elementary School for construction owner, technology, equipment and furniture
- Property taxes received were over amount budgeted for receipt
- Amount collected from inspection fees
- Increases in ad valorem taxes
- Local option sales tax
- County departments savings
- Fund balance calculation - \$12.3 million available for transfer to Capital Improvement Projects

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

C.J. Palmer, Senior Manager, Elliott Davis, PLLC, reviewed the audit procedures used and findings. He reported his firm performed a clean audit and had no journal entries and that no adjustments were made as part of their audit procedures. Mr. Palmer advised that due to federal regulations, audit reports may change in reporting format in a few years. He then expressed appreciation to the County for the opportunity provide audit services.

Ms. Fearrington thanked all involved in the CAFR report and the audit. She requested the Board accept the FY2018 CAFR, and approve the related budget amendment and project ordinance.

A brief discussion ensued.

UPON MOTION of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board accepted the Fiscal Year 2018 Comprehensive Annual Financial Report as presented and approved the related budget amendment and Capital Reserve Project Ordinance.

Date: Amount:
 Dept. Head: Department:
 Internal Transfer Within Department Transfer Between Departments/Funds Supplemental Request

Transfer per 15% Fund Balance Policy based on 6-30-18 CAFR							
Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	1960-9707	Contribution to Capital Reserve Fund	-	12,303,742.00		12,303,742.00
001	6	1960-8901	Fund Balance Appropriated	682,229.00	12,303,742.00		12,985,971.00
				-			0.00
450	6	7220-8902	Contribution from General Fund	79,684,286.16	12,303,742.00		91,988,028.16
450	9	7220-9821	Building & Renovations	4,713,562.20	12,303,742.00		17,017,304.20

Ordinance No. 2019-03

CABARRUS COUNTY CAPITAL RESERVE
 CAPITAL PROJECT BUDGET ORDINANCE

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

Section I.

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

Interest on Investments	\$ 560,142
Contributions from General Fund	91,988,028
Contributions from Capital Projects Fund	338,309
Contributions from CVB	573,771
Contributions from other Governments	3,000,000
TOTAL REVENUES	\$96,460,250

- D. The following appropriations are made as listed:

Mt. Pleasant Middle School	3,627,164
Royal Oaks Elementary	4,476,490
Kannapolis Middle School	5,018,148
Odell 3-5 Elementary School	19,755,175
G.W. Carver Renovations	1,520,978
CBTC Campus Renovations, Safety, Security	184,075
CBTC A/C Unit Replacement	205,000
Concord Middle School Roof	884,359
Harrisburg Elementary School Roof	630,306
Site Study Multiple Schools	30,000
J.N. Fries Middle School - Upfit	300,000
A.L. Brown High School Paving	500,000
Performance Learning Center	590,709
West Cabarrus High School	10,165,495
Hickory Ridge Elementary School	3,733,001
RCCC - Advanced Technology Center	2,293,941
RCCC Renovations	280,043
Cabarrus County Schools - Buses FY16	875,000
Cabarrus County Schools - Mobile Units FY16	1,110,000
Cabarrus County Schools yellow buses (10) FY17	880,000

Cabarrus County Schools mobile units (20) FY17	2,400,000
Kannapolis City Schools yellow buses (5) FY17	441,739
School Contingencies	2,017,889
Tax Collector's Office Renovation	9,116
Frank Liske Park Overflow Parking Lot	24,908
Training & Firing Range Renovations	50,000
Public Safety Training Center	75,000
Carolina Thread Trail	50,000
FLP - Western Playground Restroom Facility	375,000
Arena Aisle Safety Lighting	185,000
Arena Marquee Replacement & Sign Enhancement	112,500
County Website Development	250,000
Renovations to 2325 Lake Concord Road	195,000
Courthouse Expansion	6,100,000
Arena Restroom Renovations	100,000
FLP Barn Restrooms	102,000
EMS Heart Monitors	550,111
EMS Relocation to Concord Fire #10	375,000
Government Center Bathroom ADA	205,000
Door Access & Security Cameras - Sheriff	70,000
ITS - Fiber Infrastructure Improvements	120,000
Governmental Center Chiller Replacement	211,000
Radio Network & Ethernet Backhaul & Edge	500,000
Arena Lighting Control System Replacement	235,000
Frank Liske Park Playground Replacement	100,000
EMS Headquarters - Consultant	50,000
Midland Library Furniture	75,000
Operations Center	2,641,264
County Facility Projects	27,717
Downtown Parking Deck	1,070,000
Robert Wallace Park	3,091,047
Park Projects/CVB	573,771
Other County Capital Projects	17,017,304
TOTAL EXPENDITURES	\$96,460,250
GRAND TOTAL - REVENUES	\$96,460,250
GRAND TOTAL - EXPENDITURES	\$96,460,250

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 22nd day of January, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

/s/ Lauren Linker
 Clerk to the Board

(G-4) Infrastructure and Asset Management – Midland Branch Library Agreement

Kyle Bilafer, Area Manager of Operations, reported County staff has worked with the County Attorney and Town of Midland staff to develop a Midland Branch Library Agreement detailing the terms of the lease and the responsibilities of the various parties. Mr. Bilafer stated he has been notified by Doug Paris, Town of Midland Manager, of changes requested by Town of Midland’s attorney. Such changes were to add addresses of the buildings, how the library will be staffed and the operating hours covered under Section 6. He further stated County staff and the County Attorney have approved of the requested changes. Mr. Bilafer also responded to questions from the Board.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board approved the agreement between Cabarrus County and the Town of Midland for the Midland Branch Library, and authorized the Chair of the Board of Commissioners to execute the agreement on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

(H) APPOINTMENTS TO BOARDS AND COMMITTEES

(H-1) Appointments – Active Living and Parks Commission

The terms for Active Living and Parks Commission members Michael Specht (At-large), Chris Furr (Midland) and Megan Baumgardner (Northwest Cabarrus)

expire January 31, 2019. All are eligible and willing to serve another term. The Active Living and Parks Commission voted unanimously to recommend the Boards' consideration for reappointment for all three members. Ms. Baumgardner also serves on the JCPC. An exception to the "service on multiple boards" provision of the Appointment Policy will be needed for her.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board reappointed Michael Specht, Chris Furr and Megan Baumgardner to the Active Living and Parks Commission for three-year terms ending January 31, 2022; including an exception to the "service on multiple boards" provision of the Appointment Policy for Ms. Baumgardner.

(H-2) Appointments - Cabarrus County Youth Commission

The following students are recommended to be appointed to the Cabarrus County Youth Commission. A letter in regards to the Youth Commission's recommendation is included in the agenda.

Tisha Abdul - Cox Mill High School
Wesley Barnes - Hickory Ridge High School
Gabriella Parra - Mount Pleasant High School

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Kiger and unanimously carried, the Board appointed Tisha Abdul, Wesley Barnes and Gabriella Parra to the Cabarrus County Youth Commission for two-year terms ending June 30, 2020.

(I) REPORTS

(I-1) BOC - Receive Updates from Commission Members Who Serve as Liaisons

Vice Chairman Honeycutt, liaison to the Department of Human Services Advisory Board, on behalf of Karen Calhoun, Department of Human Services Director, announced that due to the Federal Government Shutdown, there may be an impact on recipients of the Food and Nutrition Program. Recipients are encouraged to be mindful, and budget and stretch benefits as long as possible. There will also be a food drive in February to help stock the food pantry at Cooperative Christian Ministries.

Commissioner Kiger, Liaison to the Youth Commission, announced the 4-H calendar is now public and can be viewed at www.cabarrus.ces.ncsu.edu.

(I-2) Board of Commissioners - Request for Applications for County Boards/Committees

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

- Active Living and Parks Commission - 1 Expired Term
- Adult Care Home Community Advisory Committee - 11 Vacant Positions
- Agricultural Advisory Board - 2 Terms Expiring Soon
- Cabarrus County Animal Protection Advisory Board - 1 Vacant Position
- Cabarrus County Planning and Zoning Commission - 2 Vacant Positions (Alternates)
- Concord Planning and Zoning Commission (ETJ) - 1 Vacant Position
- Home and Community Care Block Grant Committee - 3 Terms Expiring Soon
- Juvenile Crime Prevention Council - 1 Vacant Position (Student Under 18)
- Mount Pleasant Planning Board and Board of Adjustment - 1 Vacant Position (Alternate)
- Nursing Home Community Advisory Committee - 7 Vacant Positions
- Transportation Advisory Board - 3 Vacant Positions (Midland, NC Mental Health and Clergy)
- Watershed Improvement Commission - 1 Term Expiring Soon
- Youth Commission - 6 Vacant Positions (A.L. Brown, Concord, Cox Mill, Hickory Ridge, Jay M. Robinson, Mount Pleasant, and Northwest Cabarrus High Schools)

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

(I-3) County Manager - Monthly Building Activity Reports

The Board received the Cabarrus County Construction Standards Dodge Report for December 2018 and the Cabarrus County Commercial Building Plan Review

Summary for December 2018 for informational purposes as part of the Agenda. No action was required of the Board.

(I-4) County Manager - Monthly New Development Report

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

(I-5) Economic Development Corporation - December 2018 Monthly Summary Report

The Board received the Cabarrus Economic Development Corporation (EDC) monthly report for the month of December 2018 as part of the Agenda. No action was required of the Board.

(I-6) Finance - Monthly Financial Update

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

(J) General Comments by Board Members

Commissioner Kiger congratulated Morris-Berg Architects on the design and completion of the new Performance Learning Center.

(K) WATER AND SEWER DISTRICT OF CABARRUS COUNTY

None.

(L) CLOSED SESSION

(L-1) Closed Session - Pending Litigation and Economic Development

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

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

Return to Open Session

A discussion ensued regarding the ribbon cutting ceremony for the Midland Library.

Vice Chairman Honeycutt left the meeting at 9:05 p.m.

The Board checked their calendars and scheduled the ribbon cutting ceremony for the Midland Library at 6:00 p.m. on Tuesday, February 26, 2019.

(M) ADJOURN

UPON MOTION of Commissioner Shue, seconded by Commissioner Kiger and unanimously carried, the meeting adjourned at 9:07 p.m.

Lauren Linker, Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

February 18, 2019
6:30 PM

AGENDA CATEGORY:

Approval of the Agenda

SUBJECT:

BOC - Changes to the Agenda

BRIEF SUMMARY:

A list of changes to the agenda is attached.

REQUESTED ACTION:

Motion to approve the agenda as amended.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Changes to the Agenda



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

ADDITIONS:

Recognitions and Presentations

C-2 Proclamation – Red Cross Month

New Business

G-2 BOC – Cabarrus County Schools Calendar Flexibility Resolution

G-3 County Manager – Kannapolis Sidewalk Easement

Closed Session

L-1 Closed Session – Pending Litigation and Personnel Matters

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

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

AGENDA CATEGORY:

Recognitions and Presentations

SUBJECT:

Active Living and Parks - Eagle Scout Service Project

BRIEF SUMMARY:

Allan Jennings Miller completed the design and construction of a bridge at Camp T.N. Spencer Park. This fulfilled the requirements for his service project and has recently earned him the rank of Eagle Scout.

REQUESTED ACTION:

No action required.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Londa Strong, Director, Active Living and Parks
Byron Haigler, Assistant Director, Active Living and Parks

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

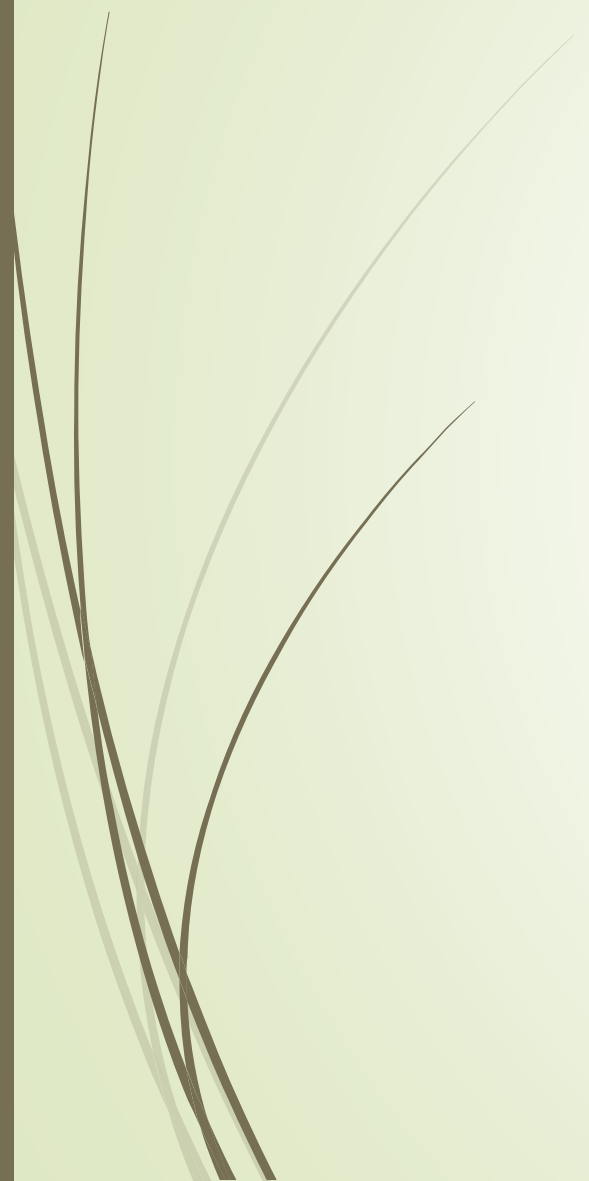
ATTACHMENTS:

▣ Eagle Scout Service Project



Allan Jennings Miller Eagle Scout Service Project

Camp T.N. Spencer Park





CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

February 18, 2019
6:30 PM

AGENDA CATEGORY:

Recognitions and Presentations

SUBJECT:

Proclamation - Red Cross Month

BRIEF SUMMARY:

Each year the president of the United States proclaims March "Red Cross Month." We use this opportunity to thank our supporters, increase public awareness and consideration of Red Cross' mission and drive contributions. This year we recognize the nation's heroes who in some way help their community by giving of themselves. We will also ask the public to be a hero by making a financial or blood donation, taking a Red Cross class in First Aid and CPR or volunteering.

REQUESTED ACTION:

Motion to adopt proclamation.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Sheila Crunkleton, Executive Director
Southern Piedmont Chapter, American Red Cross

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Proclamation



AMERICAN RED CROSS MONTH 2019

A Proclamation

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

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

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

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

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

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

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

ADOPTED this 18th day of February, 2019.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

February 18, 2019
6:30 PM

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

BOC - Rules of Procedures

BRIEF SUMMARY:

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

REQUESTED ACTION:

Motion to approve the updated rules of procedure.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- ▣ Current Rules of Procedure
- ▣ Proposed Updates to the Rules of Procedure

CABARRUS COUNTY

RULES OF PROCEDURE

FOR THE BOARD

OF COUNTY COMMISSIONERS

(Revised)

**Adopted by the
Cabarrus County Board of Commissioners
September 20, 1999**

Revised January 7, 2003 & November 17, 2003

***Rules of Procedure for the Board
Of County Commissioners
Second Edition, Revised (1994)
Joseph S. Ferrell
Institute of Government
The University of North Carolina at Chapel Hill***

**RULES OF PROCEDURE
FOR THE BOARD
OF COUNTY COMMISSIONERS**

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I. Applicability

Rule 1. Applicability of Rules.

These rules apply to all meetings of the Board of Commissioners of Cabarrus County at which the board is empowered to exercise any of the executive, quasi-judicial, administrative, or legislative powers conferred on it by law.

Comment: On the whole, rules of procedure of a governing board are intended to govern formal meetings of the board where it will exercise any of its executive and legislative powers conferred by law. These rules fulfill that purpose and also are designed to ensure board compliance with the Open Meetings Law, G.S. 143-318.9 through -318.18, which applies to any gathering of a majority of the board to discuss public business. The rules also apply to regular informal work sessions or committee meetings where public business is discussed but no official action taken.

II. Open Meetings

Rule 2. Meetings to be Open

(a) It is the public policy of North Carolina and of Cabarrus County that the hearings, deliberations, and actions of this board and its committees be conducted openly.

(b) Except as otherwise provided in these rules and in accordance with applicable law, each official meeting of the Cabarrus County Board of Commissioners shall be open to the public, and any person is entitled to attend such a meeting.

Comment: See G. S. 143-318.10(a).

(c) For the purposes of the provisions of these rules concerning open meetings, an official meeting of the board is defined as any gathering together at any time or place or the simultaneous communication by conference telephone or other electronic means of a majority of board members for the purpose of conducting hearings, participating in deliberations, or voting upon or otherwise transacting public business within the jurisdiction, real or apparent, of the board.

Comment: See G.S. 143-318.10(d). The Open Meetings Law provides that a social meeting or other informal assembly or gathering together of the members of the board does not constitute an official meeting unless it is "called or held to evade the spirit and purposes" of the laws requiring meetings to be open.

Rule 3. Closed Sessions.

(a) Notwithstanding the provisions of Rule 2, the board may hold a closed session and exclude the public, under the following circumstances and no others:

1. To prevent the disclosure of information that is privileged or confidential pursuant to the law of this state or of the United States, or is not considered a public record within the meaning of Chapter 132 of the General Statutes.

Comment: See G. S. 143-318.11(a)(1).

2. To consult with the county attorney or another attorney employed or retained by the county in order to preserve the attorney-client privilege.

Comment: See G.S. 143-318.11(a)(3). The statute provides that general policy matters may not be discussed in a session closed in order to consult with the county attorney, and the mere fact that the county attorney is participating in a board meeting is not grounds to close the meeting. The statute further provides that the board may consider and give instructions to the attorney concerning handling or settlement of any pending litigation or other matter in controversy, but the terms of any settlement (other than a malpractice claim against a public hospital) must be reported to the board of commissioners and entered in the minutes "as soon as possible with an a reasonable time" after the settlement is concluded.

3. To discuss matters relating to the location or expansion of industries or other businesses in the county.

Comment: See G.S. 143-318.11(a)(4).

4. To consider and take action with respect to the position to be taken by the county in negotiating the price or other material terms of an agreement for the acquisition or lease of real property.

Comment: See G.S. 143-318.11(a)(5). The statute does not permit a closed session to discuss negotiations for purchase or lease of personal property.

5. To consider and take action with respect to the position to be taken by the county in negotiating the amount of compensation or other material terms of an employment contract.

Comment: See G.S. 143-318.11(a)(5).

6. To consider the initial employment or appointment of an individual to any office or position, other than a vacancy on the board of county commissioners or any other public body, and to consider the qualifications, competence, performance, character, and fitness of any public officer or employee, other than a member of the board of commissioners or of some other public body.

Comment: See G.S. 143-318.11(a)(6). Final action on appointments and discharges must be taken in open session. The statute specifically prohibits discussing general personnel policy issues in closed session. It also prohibits discussion in closed session of removing from office a member of the board of commissioners or any other public body. This prohibition does not preclude discussion of removing from office an individual officer or employee who is not a member of a "public body."

7. To hear or investigate a charge or complaint by or against an individual public officer or employee.

Comment: See G.S. 143-318.11(a)(6). Final action discharging an employee or removing an official from office must be taken in open session.

8. To plan, conduct or hear reports concerning investigations of alleged criminal misconduct.

Comment: See G.S. 43-318.11(a)(7).

(b) The board may go into closed session only upon motion made and adopted at an open meeting. A motion to go into closed session must cite one or more of the permissible purposes listed in subsection (a) of this rule. In addition, a motion to go into closed session pursuant to Rule 3(a)(1) must state the name or citation of the law that renders the information to be discussed privileged or confidential, and a motion to go into closed session pursuant to Rule 3(a)(2) must identify the parties in each existing lawsuit, if any, concerning which the board expects to receive advice during the closed session.

Comment: See G.S. 143-318.11(c).

(c) Unless the motion to go into closed session provides otherwise, the county manager, county attorney, and clerk to the board may attend the closed session. No other person may attend the closed session unless specifically invited by majority vote of the board.

Comment: The Open Meetings Law does not address this point. Although they have no legal right to attend a closed session, the manager, attorney, and clerk to the board are officers of the board itself, and most boards will want them present at every meeting. All other persons should be excluded unless their presence is reasonably necessary to facilitate the board's deliberations on the matter before it.

III. Organization of the Board

Rule 4. Organizational Meeting

(a) Even-numbered Years. The board shall hold an organizational meeting at its regular meeting place at 6:30 P.M. on the first Monday in December of each even-numbered year. The agenda for this organizational meeting shall be limited to induction of newly elected members of the board of county commissioners and other elected county officials and organization of the board for the ensuing year. [The organizational meeting shall be convened and concluded before the regular December meeting is convened.] The county manager shall call the meeting to order and shall preside until a chair is elected. If they have not already been sworn and inducted into office, the newly elected members of the board shall take and subscribe the oath of office as the first order of business. As the second order, the board shall elect a chair and vice-chair from among its members. As the third order, the board shall approve the bonds of the sheriff and the register of deeds and induct them and any other newly elected county officials into office.

Comment: The sentence in brackets should be included if the board normally holds a regular meeting on the first Monday of the month.

(b) Odd-numbered Years. At the first regular meeting in December of each odd-numbered year, the first order of business shall be approval of the minutes of the previous meeting. The second order of business shall be election of the chair and vice-chair for the ensuing year.

Comment: This rule incorporates the requirements of G.S. 153A-26 concerning the times for organizational meetings and the qualifications of new members and the requirements of G.S. 153A-39 concerning the election of the chair and vice-chair. G.S. 161-4 (for the register of deeds), G.S. 162-9 (for the sheriff), require the board to approve the bonds of these officials.

G.S. 153A-26 provides that the oath of office is that prescribed by Article VI, Section 7, of the North Carolina Constitution (see also G.S. 11-6 and -7) and may be administered by any person authorized by law to administer oaths. The written statement of the oath shall be signed by each new member and filed with the clerk to the board. The statute also provides that a new member who cannot be present at the organizational meeting may take and subscribe the oath later.

Who presides at the organizational meeting until the new chair is elected? This question is often resolved by local custom: in some counties the clerk to the board or county manager presides, while in others the old chair presides until the new chair is elected.

In some counties newly elected members are not sworn and inducted until the board has approved the minutes of the previous meeting and concluded any unfinished business from that meeting. Allowing retiring members to take any official action at the organizational meeting is of doubtful legality, with the possible exception of participating in the approval of the minutes of the previous meeting. The better practice is for the old board to take the time it needs to finish its pending business before the first Monday in December.

Rule 5. Election of the Chair.

The chair of the board shall be selected annually for a term of one year and shall not be removed from the office of chair unless he or she becomes disqualified to serve as a member of the board.

Comment: G.S. 153A-39 provides for the election of a chair and states that he or she is chosen "for the ensuing year". This rule is inappropriate for counties where the chair is chosen by some other method pursuant to a local act of the General Assembly.

IV. Regular and Special Meetings

Rule 6. Regular and Special Meetings.

(a) Regular Meetings. The Board shall hold a regular meeting on the third Monday of each month. If a regular meeting day is a holiday on which county offices are closed, the meeting shall be held on the next business day or such succeeding day as may be specified in the motion adjourning the immediately preceding regular meeting. Regular meetings shall be held in the Commissioners' Chambers at the Cabarrus County Governmental Center and shall begin at 6:30 P.M. The board may change the place or time of a particular regular meeting or of all regular meetings within a specified period by resolution adopted, posted, and noticed at least **seven days** before the change takes effect. Such a resolution shall be filed with the clerk to the board and posted at or near the regular meeting place, and copies shall be sent to all persons who have requested notice of special meetings of the board.

Comment: See G.S. 143-318.12(b)(1) and G.S. 153A-40(a). Any permanent change in the schedule of regular meetings must be adopted at least ten days before the first meeting to which the new schedule applies. Also, G.S. 153A-40 requires the board of county commissioners to meet at least once a month. The notice requirements of the proposed rule are somewhat broader than those required by law.

(b) Special Meetings. The chair or a majority of board members may at any time call a special meeting of the board by signing a notice stating the time and place of the meeting and the subjects to be considered. The person or persons calling the meeting shall cause the notice to be posted on the principal bulletin board of the county or the door of the regular meeting place if there is no principal bulletin board and delivered to the chair and all other board members or left at the usual dwelling place of each member at least forty-eight (48) hours before the meeting. In addition, the notice shall be mailed or delivered to individual persons and news organizations having requested such notice as provided in subsection (d) below. Only items of business specified in the notice may be transacted at a special meeting, unless all members are present or those who are not present have signed a written waiver.

Comment: See G.S. 153A-40A(a) and 143-318.12(b)(2).

(c) Emergency Meetings. If a special meeting is called to deal with an unexpected circumstance that requires immediate consideration by the board, the notice requirements of this rule do not apply. However, the person or persons calling an emergency meeting shall take reasonable action to inform the other members and the public of the meeting. Local news organizations having requested notice of special meetings as provided in subsection (d) below, shall be notified of such emergency meetings by the same method used to notify board members. Only business connected with the emergency may be discussed at the meeting.

Comment: See G.S. 153A-40(b) and 143-318.12(b)(3).

(d) Sunshine List. Any individual and any newspaper, wire service, radio station, and television station may file with the clerk to the board of commissioners a written request for notice of all special meetings of the board. Requests by individuals must be renewed by the last day of each calendar quarter; requests by news organizations must be renewed annually by January 1 and are not subject to any fee.

Comment: See G.S. 143-318.12(b)(2).

(e) Work Sessions and Committee Meetings. The Board may schedule work sessions, committee meetings, or other informal meetings of the board or of a majority of its members at such times and concerning such subject matter as may be established by resolution or order of the board. **A schedule of any such meetings held on a regular basis shall be filed in the same place and manner as the schedule of regular meetings. Work sessions and other informal official meetings not held on a regular basis are subject to the same notice requirements as special board meetings.**

Comment: The Open Meetings Law requires that any "official meeting" where a majority of the board deliberates on public business must be open to the public and notice must be given. The last sentence of this rule embodies that principle. The rule goes beyond the Open Meetings Law in requiring a published schedule of work sessions or committee meetings held regularly.

G.S. 143-318.13(a) provides that if the board holds any regular, special, emergency, or other official meeting by conference telephone or other electronic means, the clerk shall provide a location and method whereby the public may listen to the meeting and notice of the meeting shall specify that location.

Rule 7. All Meetings Within the County.

All meetings shall be held within the boundaries of Cabarrus County except as otherwise provided herein.

- (1) A joint meeting with the governing board of any other political subdivision of this state or any other state may be held within the boundaries of either subdivision as may be specified in the call of the meeting. At any such joint meeting, this board reserves the right to vote separately on all matters coming before the joint meeting.
- (2) A special meeting called for considering and acting on an order or resolution requesting members of the General Assembly representing all or any portion of this county to support or oppose any bill pending in the General Assembly or proposed for introduction therein may be held in Raleigh or other such place as may be stated in the call of the meeting.

Comment: See G.S. 153A-40(c). This statute also speaks of two other categories of gatherings that may be held outside county boundaries: retreats, and meetings with the legislative delegation representing the county in the General Assembly. Because the statute expressly forbids the board to take any official action at such meetings, they are not mentioned in the proposed rule. Remember, however, that such meetings are covered by the Open Meetings Law if a majority of the board is present and "deliberates" on public business.

Rule 8. Broadcasting and Recording of Meetings.

(a) Except as provided in this rule, any radio or television station is entitled to broadcast all or any part of an official meeting of the board that is required to be open to the public. Any person may photograph, file, tape-record, or otherwise reproduce any part of a meeting required to be open.

(b) Any radio or television station wishing to broadcast any portion of an official board meeting shall so notify the county manager no later than twenty-four (24) hours before the meeting. If the number of requests or the quantity and size of the necessary equipment is such that the meeting cannot be accommodated in the designated meeting room and no suitable alternative site in the county office building is available, the county manager may require the news media to either pool equipment and personnel or to secure and pay the costs of an alternative meeting site mutually agreeable to the board and the media representatives.

Comment: See G.S. 143-318.14. Notwithstanding the proposed rule, the board probably could not exclude broadcasters simply because they failed to give the suggested twenty-four-hour notice.

V. Agenda

Rule 9. Agenda.

(a) The clerk to the board shall prepare the agenda for each regular, special, and emergency meeting. A request to have an item of business placed on the agenda for a regular meeting must be received by 10:00 A.M. seven (7) working days prior to the meeting. Any board member, may, by a timely request, have an item placed on the agenda.

(b) The agenda packet shall include the agenda document, any proposed ordinances or amendments to ordinances, and supporting documentation and background information relevant to items on the agenda. A copy of the agenda packet shall be delivered to each board member at least one hundred forty-four (144) hours before the meeting. Documents in the agenda packet, if not previously available for public inspection, shall become so when packets have been delivered to each board member or left at his or her usual dwelling.

(c) The board may, by majority vote, add an item not on the agenda.

Comment: Because of the increased volume and complexity of the matters they must consider, nearly all boards use an agenda. Some boards use an agenda only to organize the material and to give themselves an opportunity to study the issues before they meet. These boards generally allow last-minute additions to the agenda by general consent, and this rule takes that approach. Other boards use their agenda to control the length of meetings, and will often hold a work session before the regular meeting to ask questions and thoroughly explore the proposals to be voted on at the meeting. Generally these boards do not allow late additions to the agenda unless an emergency exists.

The manager may for convenience maintain a mailing list of interested parties wishing to receive a copy of the agenda regularly.

Rule 10. Informal Public Comments.

The clerk to the board shall include on the agenda of each regular meeting of the month at least fifteen (15) minutes for comments or questions from the public in attendance. The chair will first recognize individuals or groups who have submitted a “speaker’s card” at the meeting, and then may recognize others, subject to available time. The chair will specify the time allotted to each speaker is three (3) minutes. Speakers may not yield their time to other people and the time for an individual speaker may be extended only by motion and majority vote of the Board. When the time set aside for informal public comments has expired, the chair will recognize further speakers only upon motion, duly made and adopted.

Comment: The board may decide as a general policy to set aside part of each meeting for individuals or groups to address the board. The rule allows any individual or group to get on the agenda but lets the board decide whether there is time to hear its comments.

Rule 11. Order of Business.

At regular meetings, the board shall proceed to business in the following order:

1. Presentation of Colors
2. Invocation
3. Approval of Minutes
4. Approval of the Agenda
5. Recognitions and Presentations

6. Informal Public Comments
7. Old Business
8. Consent Agenda
9. New Business
10. Appointments to Boards & Committees
11. Reports
12. General Comments by the Board
13. Closed Session (if needed)

Without objection, the chair may call items in any order most convenient for the dispatch of business.

Comment: As a courtesy, by general consent, those items requiring participation of nonmembers such as administrative officials and the public, may be considered first.

VI. Conduct of Debate

Rule 12. Powers of the Chair.

The chair shall preside at all board meetings. To address the board, a member must be recognized by the chair. The chair shall have the following powers:

1. To rule on points of parliamentary procedure, including the right to rule out of order any motion patently offered for obstructive or dilatory purposes;
2. To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;
3. To call a brief recess at any time;
4. To adjourn in an emergency.

Comment: This rule replaces the question of order and appeal in *Robert's Rules of Order* (hereinafter referred to as *RRO*). Here, the chair's authority increases: his or her decisions regarding decorum in debate and rules of parliamentary procedure are final and cannot be appealed to the membership. In *RRO*, a recess can be taken only on a motion and vote by the members. This rule gives the chair authority to declare a recess when necessary to "clear the air" and thus hold friction among the members to a minimum.

Rule 13. Action by the Board.

The board shall proceed by motion. Any member, including the chair, may make a motion.

Rule 14. Second Required.

A motion shall require a second before a vote is taken.

Rule 15. One Motion at a Time.

A member may make only one motion at a time.

Rule 16. Substantive Motion.

A substantive motion is out of order while another substantive motion is pending.

Comment: This rule sets forth the basic principle of parliamentary procedure: to consider and deal with distinct issues one at a time. A new proposal may not be put forth until action on the preceding one has been concluded.

RRO does not refer to substantive motions as such; instead, it uses such adjectives as "main" or "principal". Here, a substantive motion is any motion other than the procedural motions listed in Rule 19. The possible subject of a substantive motion coextends with the board's legal powers, duties, and responsibilities. Indeed, since Rule 13 provides that the board proceed by motion, the substantive motion is the board's exclusive method of action. The procedural motions detailed in the following rules set forth the board's various options in disposing of substantive motions.

Rule 17. Adoption by Majority Vote.

A motion shall be adopted if approved by a majority of the votes cast, a quorum being present, unless an extraordinary majority is required by these rules or North Carolina laws.

Rule 18. Debate.

The chair shall state the motion and then open the floor to debate, presiding over the debate according to these general principles:

- (1) The member making the motion or introducing the ordinance, resolution, or order is entitled to speak first.
- (2) A member who has not spoken on the issue shall be recognized before someone who has already spoken.
- (3) To the extent possible, the debate shall alternate between opponents and proponents of the measure.

Rule 19. Procedural Motions.

(a) In addition to substantive proposals, the procedural motions listed in subsection (b) of this rule, and no others, shall be in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority vote for adoption.

Comment: This rule substantially departs from *RRO*. Each procedural motion in *RRO* was reviewed to determine whether it was appropriate for use by a small board; substantial modifications and deletions were the result. The following enumeration of procedural motions is exhaustive; if a procedural option is not listed, it is not available.

(b) In order of priority (if applicable), the procedural motions are:

Comments: While a substantive motion is out of order if another substantive motion is pending, several procedural motions can be entertained in succession without necessarily disposing of the immediately pending one. The order of the list below establishes which procedural motion yields to which--for example, a move to defer consideration (6) may be made while a move to refer to committee (9) is pending because (6) ranks higher on the list.

1. *To Adjourn.* The motion may be made only at the conclusion of action on a pending matter; it may not interrupt deliberation of a pending matter.

Comment: This motion differs from the *RRO* motion in several respects. In *RRO*, it is not debatable or amendable and can be made at any time, even interrupting substantive deliberations. In view of the small number of members and the available procedures to limit debate, this rule allows debate and amendment of the motion to adjourn but allows this motion only when action on a pending matter is over. The motion to defer consideration or to postpone to a certain time and day may be used if the board wants to adjourn before completing action on a matter.

2. *To Take a Recess.*

Comment: *RRO* does not allow debate on this motion, but since the number of members is small and procedures to limit debate are available, this rule allows debate on the motion. As in *RRO*, the motion is in order at any time. Note that under Rule 12, the chair also has the power to call a brief recess.

3. *To Call to Follow the Agenda.* The motion must be made at the first reasonable opportunity or it is waived.

Comment: This motion differs from the call for the orders of the day in *RRO*: it may be debated and must be made when an item of business deviating from the agenda is proposed, or the right to insist on following the agenda is waived for that item.

4. *To Suspend the Rules.* The motion requires a simple majority vote.

Comment: This motion differs from *RRO* except in that it is debatable and amendable, and the number of necessary votes depends on the number of members in attendance providing that there is at least a quorum. Thus if there are five members present, at least three members must vote for the motion; if only three members are at a particular meeting, at least two must vote for the motion in order to adopt it. It is in order when the board wishes to something it may legally do but cannot without violating its own rules. The procedure will pose some problems for a three-member board, as manipulating the rule to prevent one member from participating in deliberations is possible. Frequent use of the motion to prevent one member from presenting proposals or from speaking on an issue is of doubtful legality. A three-member board may decide to require a unanimous vote to suspend the rules.

5. *To Divide a Complex Motion and Consider It by Paragraph.*

Comment: This motion is like the division of a question and consideration by paragraph in *RRO* except that it is debatable.

6. *To Defer Consideration.* A substantive motion whose consideration has been deferred expires one hundred (100) days thereafter, unless a motion to revive consideration is adopted.

Comment: This motion, which replaces the motion to lay on the table in *RRO*, was renamed to avoid confusion. It allows the board temporarily to defer consideration of a proposal. It differs from *RRO* in that it may be debated and amended, and in that a deferred motion dies if not taken up by the board (via a motion to revive consideration) within one hundred (100) days of the vote deferring consideration (in *RRO* a motion laid on the table dies at the end of that particular session of the assembly). One hundred (100) days is the suggested time for deferring consideration because it is also the time within which a proposed ordinance must be enacted (see Rule 26).

7. *To Call the Previous Question.* The motion is not in order until every member has had one opportunity to speak.

Comment: This motion differs from the one in *RRO*. The *RRO* motion is always in order, is not debatable or amendable, and requires a two-thirds vote for adoption. Thus, it may compel an immediate vote on a proposal without any debate on the issue. Such a device may be necessary to preserve efficiency in a large assembly, but with a small board, a minimum period of debate on every proposal strikes a better balance between efficiency and effective representation by all members. Since every member will have an opportunity to speak, the debate may be ended by a majority vote.

8. *To Postpone to a Certain Time or Day.*

Comment: This motion allows the board to defer consideration to a specified time or day and is appropriate when more information is needed or the deliberations are likely to be lengthy.

9. *To Refer to Committee.* Sixty (60) days after a motion has been referred to committee, the introducer may compel consideration of the measure by the entire board, regardless of whether the committee has reported the matter back to the board.

Comment: This motion is like the motion in *RRO* except that the introducer's right to compel consideration by the full board after a specified time prevents using the motion to defeat a proposal by referring it to a committee that intends to take no action. If the board does not use committees, this rule is unnecessary.

10. *To Amend.* An amendment to a motion must be germane to the subject of the motion, but it may not achieve the opposite effect of the motion. There may be an amendment to the motion and an amendment to an amendment, but no further amendments. Any amendment to a proposed ordinance shall be reduced to writing.

Comment: This motion is identical to the motion in *RRO* except for the additional requirement for written amendments to proposed ordinances.

11. *To Revive Consideration.* The motion is in order at any time within one hundred (100) days of a vote deferring consideration. A substantive motion on which consideration has been deferred expires one hundred (100) days after the deferral, unless a motion to revive consideration is adopted.

Comment: This motion replaces the motion to take up from the table in *RRO* and was renamed to avoid confusion. It may be debated and amended; the motion in *RRO* may not. If the motion to revive consideration is not successful within one hundred (100) days of the original deferral, the substantive motion expires. The subject matter of the motion may be brought forward again by a new motion.

12. *To Reconsider.* The motion must be made at the same meeting where the original vote was taken, and by a member who voted with the prevailing side. The motion cannot interrupt deliberation on a pending matter but is in order any time before adjournment.

Comment: According to *RRO*, the motion may be made at the same meeting or on the next legal day and may interrupt deliberation on another matter. The rule does not allow reconsideration of a vote once the

meeting adjourns. A member wishing to reverse an action taken at a previous meeting may make a motion or introduce a new ordinance having the opposite effect.

13. *To Prevent Reconsideration for Six (6) Months.* The motion shall be in order only immediately following the defeat of a substantive motion and at no other time. The motion requires a vote equal to a quorum and is valid for six (6) months or until the next regular election of county commissioners, whichever occurs first.

Comment: This clincher motion prevents the same motion from being continually introduced when the subject has been thoroughly considered. Because this motion curtails a member's right to bring a matter before the board, a vote equal to a quorum is required. As with every other motion, a clincher may be dissolved by a motion to suspend the rules. Six (6) months is merely a suggested time; the board may shorten or lengthen this as it sees fit. The motion is not effective beyond the next regular election, in order to give the new board a clean slate.

Rule 20. Renewal of Motion.

A defeated motion may not be renewed at the same meeting.

Rule 21. Withdrawal of Motion.

A motion may be withdrawn by the introducer any time before the chair puts the motion to a vote.

Comment: *RRO* provides that once a motion has been stated by the chair for debate, it cannot be withdrawn without the assembly's consent--a procedure unnecessary for a small board.

Rule 22. Duty to Vote.

It is the duty of each member to vote unless excused by a majority vote according to law. The board may excuse members from voting on matters involving their own financial interest or official conduct. A member wishing to be excused from voting shall so inform the chair, who shall take a vote of the remaining members. A member who fails to vote, not having been excused, shall be recorded as voting in the affirmative.

Comment: G.S. 153A-44 provides that board members have a duty to vote, but does not state the remedy for failure to do so. Many boards record all members as voting yes on any matter put to a vote unless the members audibly vote no. A few boards reverse the presumption and record members as voting no unless they audibly vote yes.

Rule 23. Prohibition of Secret Voting.

No vote may be taken by secret ballot. If the board decides to vote by written ballot, each member shall sign his or her ballot and the minutes shall record the vote of each member. These ballots shall be retained and made available for public inspection until the minutes of that meeting have been approved, when they may be destroyed.

Comment: See G.S. 143-318.13(b).

Rule 24. Action by Reference.

The board shall not deliberate, vote, or otherwise act on any matter by reference to an agenda or document number unless copies of the agenda or documents being referenced are available for public inspection at the meeting and are so worded that people at the meeting can understand what is being discussed or acted on.

Comment. See G.S. 143-318.13(c).

Rule 25. Introduction of Ordinances, Resolutions, and Orders.

A proposed ordinance shall be deemed introduced at the first meeting where it is on the agenda, or added to the agenda by a majority vote of the board, regardless of whether it is actually considered by the board, and its introduction shall be recorded in the minutes.

Comment: G.S. 153A-45 provides that an ordinance may not be finally adopted at the meeting where it is introduced except by unanimous vote; the definition of introduction therefore is important because it makes a difference in the number of votes required to adopt an ordinance. No North Carolina judicial decisions have addressed the question of when an ordinance is considered to have been introduced. This rule assumes that a measure is introduced when it has been formally presented to the board through an agenda that has been approved by the chair or by an item added to the agenda by a majority vote of the board. An alternative would be to consider introduction to have taken place only when the board begins to consider the measure, in which case this rule should be revised to read as follows: "A proposed ordinance shall be deemed introduced at the first meeting where it is actually considered by the board."

Rule 26. Adoption, Amendment, or Repeal of Ordinances.

To be adopted at the meeting where it is first introduced, an ordinance or an action with the effect of an ordinance, or any ordinance amended or repealing an existing ordinance (except the budget ordinance, a bond order, or another ordinance requiring a public hearing before adoption) must be approved by all members of the board of commissioners. If the proposed measure is approved by a majority but not by all the members of the board, or if the measure is not voted on at that meeting where introduced, it shall be considered at the next regular meeting of the board. If the proposal receives a majority of the votes cast at the next meeting or at any time thereafter within one hundred (100) days of being introduced, it is adopted.

Comment: See G.S. 153A-45. See also G.S. 153A-46 for requirements for granting franchises.

Rule 27. Quorum.

A majority of the board membership shall constitute a quorum. The number required for a quorum is not affected by vacancies. If a member has withdrawn from a meeting without being excused by majority vote of the remaining members, he or she shall be counted as present for the purposes of determining whether a quorum is present. The board may compel the attendance of an absent member by ordering the sheriff to take the member into custody.

Comment: See G.S. 153-43. Compelling the attendance of a member by ordering the sheriff to take him or her into custody is an extraordinary remedy to be used when a member obstinately refuses to attend meetings, for the purpose of preventing action on a proposal. If the board contemplates using this power, it might wisely give absent members notice that their attendance is required by the majority and may be compelled in this manner.

Rule 28. Public Hearings.

Public hearings required by law or deemed advisable by the board shall be scheduled and notice given in accordance with the procedures set forth by the North Carolina General Statutes, including the subject, date, place, and time of the hearing. Prior to the beginning of the public hearing, the chair may set any rules regarding the length of time allotted to each speaker, designating representatives to speak for large groups, and other such rules he feels reasonable to conduct the hearing. At the appointed time, the chair shall call the hearing to order and preside over it. When the allotted time expires, the chair shall declare the hearing ended and the board shall resume the regular order of business.

Comment: G.S. 153A-52 provides that public hearing may be held anywhere within the county and gives the board authority to adopt rules governing the hearings.

Rule 29. Quorum at Public Hearings.

A quorum of the board must be present at all public hearings required by law.

Comment: G.S. 153A-52 implies that a quorum of governing board members is necessary for a public hearing by providing that a hearing shall be deferred to the next regular meeting if a quorum is not present at the originally scheduled time. However, if the board decided to hold a public hearing not required by law to gather a consensus of public opinion on an issue, the hearing could be held at several different sites, with a few members at each site.

Rule 30. Minutes. Minutes shall be kept of all board meetings.

Comment: See G.S. 143-318.10(d) and the discussion of minutes (pages 48-49) in Bonnie E. Davis', *Handbook for North Carolina County Commissioners* (second edition, revised by Joseph S. Ferrell, Institute of Government, 1985). G.S. 143-318.11(d) provides that minutes and other records of a closed session may be withheld from public as long as such inspection would frustrate the purpose of the closed session.

Rule 31. Appointments.

The Board shall use the following procedure to make appointments to fill vacancies in the board itself or in other boards and public offices over which the board has power of appointment.

The chair shall open the floor to nominations, whereupon the members shall put forward and debate names of possible appointees. If the nominations equal the number of openings, the board can accept nominations by acclamation. After the debate, the chair shall call the roll of the members, and each member shall vote. The votes shall not be tallied until each member has voted.

Each vote shall be decided by a majority of the valid ballots cast (a majority is determined by dividing the number of valid ballots cast by two and taking the next highest whole number). It is the duty of each member to vote for as many appointees as there are appointments to be made, but failure to do so does not invalidate that member's ballot.

Rule 33. Reference to *Robert's Rules of Order*.

To the extent not provided for in, and not conflicting with the spirit of, these rules, the chair shall refer to *RRO* to resolve procedural questions.

Comment: RRO was designed to govern a large legislative assembly, and many of its provisions may be inappropriate for small boards. Nevertheless, it is the best source of parliamentary procedure; care should simply be taken to adjust RRO to meet the needs of small governing boards.

Revisions:

January 7, 2003 – Section V. Rule 9(a)(b)

November 17, 2003 – Rule 10 and Rule 11

Rules of Procedure for the Cabarrus County Board of Commissioners

Part I. Applicability

Rule 1. Applicability of Rules

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

Part II. Quorum

Rule 2. Quorum

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

Part III. Open Meetings

Rule 3. Remote Participation in Board Meetings

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

Rule 4. Meetings to Be Open to the Public

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

Rule 5. Closed Sessions

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

motion to enter closed session under subparagraph (b)(1) or (b)(2) must contain the additional information specified in those provisions.

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

- (1) To prevent the disclosure of information that is privileged or confidential under the law of North Carolina or of the United States or that does not constitute a public record within the meaning of Chapter 132 of the General Statutes. The motion to enter closed session must name or cite the law that renders the information confidential or privileged.
- (2) To consult with the county attorney or another attorney employed or retained by the county in order to preserve the attorney–client privilege. If the board expects to discuss a pending lawsuit with its attorney, the motion to enter closed session must name the parties to the lawsuit.
- (3) To discuss matters relating to (a) the location or expansion of industries or other businesses in the area served by the county or (b) the closure or realignment of a military installation. The board may reach agreement in closed session on a tentative list of economic development incentives to be offered in negotiations, but the approval of the signing of any economic development contract or commitment and the authorization of the payment of economic development expenditures must take place in open session.
- (4) To establish or instruct staff or agents concerning the county’s position in negotiating the price or other material terms of an agreement to acquire real property by purchase, exchange, or lease.
- (5) To establish or instruct staff or agents concerning the amount of compensation or other material terms of an employment contract.
- (6) To consider the qualifications, competence, performance, character, fitness or conditions of appointment or employment of a public officer or employee or prospective public officer or employee, except when the individual in question is a member of the board or other public body or is being considered to fill a seat on the board or other public body. Final action to appoint or employ a public officer or employee must take place in open session.
- (7) To hear or investigate a charge or complaint by or against a public officer or employee. Final action discharging an employee or removing an officer must occur in open session.
- (8) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- (9) To view a law enforcement recording released pursuant to G.S. 132-1.4A.
- (10) On any other basis permitted by law.

(c) Closed Session Participants. Unless the board directs otherwise, the county manager, county attorney, and clerk to the board may attend closed sessions of the board. No other person may attend a closed session unless invited by the board.

(d) Motion to Return to Open Session. Upon completing its closed session business, the board shall end the closed session by adopting a duly made motion to return to open session.

Rule 6. Meeting Minutes

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

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

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

Rule 7. Broadcasting and Recording Meetings

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

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

Part IV. Organization of the Board

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

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

(b) Scheduling Organizational Meeting

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

meeting in December.

(c) Order of Business

(1) *Even-numbered years*

- (A) As the first order of business at the organizational meeting, all persons elected or reelected to the board at the most recent county election must take and subscribe the oath of office set out in Article VI, Section 7, of the North Carolina Constitution, unless they did so earlier in the day. They must then take the General Oath prescribed by G.S. 11-11. Each member’s constitutional oath must be filed with the clerk to the board. Although a newly elected or reelected member who has not yet been sworn and who is not present for the organizational meeting may be sworn in later, the member must take, subscribe, and file the constitutional oath and take the G.S. 11-11 oath before he or she begins performing any of the duties of the member’s office.
- (B) As the second order of business, the board shall elect a chair and vice chair from among its members using the procedure specified in Rule 38 (Appointments.)
- (C) As the third order of business, the board shall approve the bonds of the register of deeds and induct any other newly elected county officials into office.

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

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

Rule 9. Terms of the Chair and Vice Chair

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

Part V. Types of Meetings

Rule 10. Regular Meetings

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

Meetings) apply.)

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

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

Rule 11. Special Meetings

(a) Calling Special Meetings. The chair or a majority of members may call a special meeting of the board by signing a written notice stating the date, time, and place of the meeting and the subjects to be considered.

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

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

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

Rule 12. Emergency Meetings

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

(b) Notice of Emergency Meetings. The member or members who call an emergency meeting must take reasonable action to inform the other members of the board and the public of the meeting. In addition, notice of the meeting must be given to each local newspaper, local wire service, local radio station, and local television station that has filed with the clerk to the board a written request to be notified of emergency meetings. To be valid, the request must include the newspaper's, wire service's, or station's

telephone number. Notice may be given by telephone, email, or the same method used to notify board members. Notice must be provided immediately after members have been notified and at the expense of the media organization notified.

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

Rule 13. Recessed Meetings

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

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

Rule 14. Limited Authority to Meet Outside the County

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

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

Part VI. Agenda

Rule 15. Agenda

(a) Draft Agenda

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

must place an item on the draft agenda in response to a board member's timely request.

- (2) *Supplemental information/materials.* The agenda packet shall include the draft agenda, any proposed ordinances or amendments to ordinances, and supporting documentation and background information relevant to items on the agenda.
- (3) *Delivery to board members.* Except in the case of an emergency meeting, each member shall receive a paper or electronic copy of the draft agenda and agenda packet at least forty-eight (48) hours before the meeting.
- (4) *Public inspection.* The draft agenda and agenda packet will be available to the public when they are ready to be circulated.

(b) Adoption of the Agenda

- (1) *Adoption.* As its first order of business at each meeting, the board shall review the draft agenda, make whatever revisions it deems appropriate, and adopt the agenda for the meeting.
- (2) *Amending the agenda.* Both before and after the board adopts the agenda, it may add or subtract agenda items by majority vote of the members present and voting, except that
 - the board may not add to the items stated in the notice of a special meeting unless the requirements in Rule 11(d - Transacting Other Business) are satisfied and
 - only business connected with the emergency may be discussed or otherwise considered at an emergency meeting.

(c) Consent Agenda. The board may designate part of an agenda for a regular meeting as the *consent agenda*. Items may be placed on the consent agenda by the person(s) charged with preparing the draft agenda if they are judged to be noncontroversial and routine. Prior to the board's adoption of the meeting agenda, the request of any member to have an item moved from the consent agenda to unfinished business must be honored by the board. All items on the consent agenda must be voted on and adopted by a single motion, with the minutes reflecting the motion and vote for each item.

(d) Informal Discussion of Agenda Items. The board may informally discuss an agenda item even when no motion regarding that item is pending.

Rule 16. Acting by Reference to Agenda or Other Document

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

Rule 17. Agenda Items from Members of the Public

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

Rule 18. Order of Business

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

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

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

Rule 19. The Chair

(a) Presiding Officer. The chair shall preside at meetings of the board.

(b) Voting by the Chair. The chair has the same duty to vote as other members, though in no event may the chair break a tie on a motion on which he or she has already voted.

(c) Recognition of Members. A member must be recognized by the chair or (or other presiding officer) in order to address the board, but recognition is not necessary for an appeal pursuant to Rule 32 (Motion 1-To Appeal a Ruling of the Presiding Officer).

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

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

- (4) call a brief recess at any time; and
- (5) adjourn in an emergency.

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

Rule 20. Presiding Officer in the Chair's Absence

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

Rule 21. When the Presiding Officer Is Active in Debate

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

Part VII. Motions and Voting

Rule 22. Action by the Board

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

Rule 23. One Motion at a Time

A member may make only one motion at a time.

Rule 24. Withdrawal of Motion

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

Rule 25. Debate

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

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

already spoken.

Rule 26. Adoption by Majority Vote

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

Rule 27. Changing a Vote

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

Rule 28. Duty to Vote

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

(b) Grounds for Excusal. A member may be excused from voting on a matter involving the member's own financial interest or official conduct, though not if the proposal in question is one to alter the compensation or allowances paid to board members. Members may also be excused from voting when prohibited from voting under G.S. 14-234 (contract providing direct benefit to member), G.S. 153A-340(g) (legislative zoning decision likely to have a direct, substantial, and readily identifiable financial impact on member), or G.S. 160A-388(e) (2) (member's participation in quasi-judicial decision would violate affected person's right to an impartial decision maker). Any further questions about whether a basis for excusal exists should be directed to the county attorney.

(c) Procedure for Excusal

- (1) *At the member's request.* Upon being recognized at a duly called meeting of the board, a member who wishes to be excused from voting shall so inform the presiding officer, who must then submit the matter to a vote of the remaining members present. If a majority of the remaining members present vote to excuse the member, the member is excused from voting on the matter.
- (2) *On the board's initiative.* Even when a member has not asked to be excused from voting on a matter, a majority of the remaining members present may by motion and vote excuse the member from voting if the member is prohibited from voting under paragraph (b).

(d) Consequence of Non-Excused Failure to Vote. If a member who has not been excused from voting fails to vote on a matter, the member's failure to vote shall be recorded as an affirmative vote, provided

- (1) the member is physically present in the meeting room or
- (2) the member has physically withdrawn from the meeting room without being excused by majority vote of the remaining members present.

Rule 29. Voting by Written Ballot

(a) Secret Ballots Prohibited. The board may not vote by secret ballot.

(b) Rules for Written Ballots. The board may decide by majority vote or unanimous consent to vote on a motion by written ballot. Each member must sign his or her ballot, and the minutes must record how each member voted by name. The ballots must be made available for public inspection in the office of the clerk to the board immediately following the meeting at which the vote took place and remain there until the minutes of that meeting are approved, at which time the ballots may be destroyed.

Rule 30. Substantive Motions

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

Rule 31. Procedural Motions

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

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

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

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

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

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

Motion 3. To Recess to a Certain Time and Place. This motion may be used to call a recessed meeting as permitted under Rule 13 (Recessed Meetings). The motion must state the time (including the date, if the meeting will reconvene on a different day) and place at which the meeting will resume. The motion is

not in order if the board is in closed session.

Motion 4. To Take a Brief Recess.

Motion 5. To Follow the Agenda. This motion must be made at the time an item of business that deviates from the agenda is proposed; otherwise, the motion is out of order as to that item.

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

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

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

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

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

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

Motion 12. To Amend.

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

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

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

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

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

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

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

Part VIII. Ordinances and Contracts

Rule 32. Introduction of Ordinances

For purposes of these rules, the “date of introduction” for a proposed ordinance is the first date on which the board actually considers the proposed ordinance.

Rule 33. Adoption, Amendment, and Repeal of Ordinances

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

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

- (1) *Approval on date of introduction.* To be adopted at the meeting where first introduced, an ordinance or any action having the effect of an ordinance must receive the affirmative votes of all members of the board. If the measure receives a majority of votes cast on the date of introduction but not the unanimous support of all members, the board must take it up again at its next regular meeting.
- (2) *Approval after date of introduction.* At its first regular meeting following the date of introduction or at any meeting thereafter within 100 days of the date of introduction, the board may adopt the

proposed ordinance or action having the effect of an ordinance by a majority of votes cast, a quorum being present.

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

- (1) *The budget ordinance or budget amendments.* Rule 35 (Adoption of the Budget Ordinance) governs the approval of the budget ordinance and amendments.
- (2) *Other ordinances.* Following a required public hearing on a proposed ordinance, the board may adopt the measure by a majority of votes cast, a quorum being present, regardless of whether the vote occurs on the date of introduction.

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

Rule 34. Adoption of the Budget Ordinance

(a) Special Rules for the Adoption or Amendment of the Budget Ordinance. Notwithstanding any provision in general law or any local act,

- (1) the board may adopt or amend the budget ordinance at a regular or special meeting of the board by a majority of those members present and voting, a quorum being present;
- (2) no action taken with respect to the adoption or amendment of the budget ordinance need be published or is subject to any other procedural requirement governing the adoption of ordinances or resolutions by the board; and
- (3) the adoption or amendment of the budget ordinance and the levy of taxes in the budget ordinance are not subject to the provisions of any local act concerning initiative or referendum.

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

- (1) each member of the board has actual notice of each special meeting called for the purpose of considering the budget and
- (2) no business other than consideration of the budget is taken up.

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

Part IX. Public Hearings and Comment Periods

Rule 35. Public Hearings

(a) Calling Public Hearings. In addition to holding public hearings required by law, the board may hold any public hearings it deems advisable. The board may schedule hearings or delegate that responsibility

to county staff members, as appropriate, except when state law directs the board itself to call the hearing. If the board delegates scheduling authority, it must provide adequate guidance to assist staff members in exercising that authority.

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

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

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

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

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

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

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

Rule 36. Public Comment Periods

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

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

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

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

Part X. Appointments and Appointed Bodies

Rule 37. Appointments

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

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

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

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

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

Rule 38. Committees and Boards

(a) Establishment and Appointment. The board may establish temporary and standing committees, boards, and other bodies to help carry on the work of county government. Unless otherwise provided by law or the board, the power of appointment to such bodies lies with the board.

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

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

Part XI. Miscellaneous

Rule 39. Amendment of the Rules

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

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

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

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

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

County Manager - Proposed Back Creek Greenway

BRIEF SUMMARY:

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

REQUESTED ACTION:

Motion to approve the Interlocal Agreement between Cabarrus County, Cabarrus County Schools and the Town of Harrisburg; and authorize the County Manager to execute the agreement on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager
Daniel Stines, Harrisburg Parks & Recreation Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- ▣ Interlocal Agreement
- ▣ Stallings Road property map

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

INTERLOCAL AGREEMENT
CONCERNING BACK CREEK GREENWAY

This Interlocal Agreement concerning Back Creek Greenway ("Agreement") is made and entered into by and between the Town of Harrisburg ("Town"), the Cabarrus County Board of Education ("BOE") and Cabarrus County ("County").

RECITALS

1. The parties desire to enter into an agreement to extend the Back Creek Greenway across the property of the BOE and the County, known as Hickory Ridge Middle School and Hickory Ridge High School.

2. The parties agree that the part of the Greenway across the property of the BOE and the County shall be constructed in accordance with the Cabarrus County Livable Community Blueprint, Harrisburg Comprehensive Bicycle, Pedestrian Greenways Master Plan, Cabarrus County Comprehensive Bicycle, Pedestrian and Greenways Master Plan, and the Cabarrus County Carolina Thread Trail Master Plan.

In consideration of the above Recitals and the Terms contained below, which the parties agree constitute sufficient consideration to make this Agreement legally binding and enforceable, the parties agree as follows:

TERMS

1. This Agreement shall commence on the date signed by the last of the three parties and shall continue so long as the Back Creek Greenway is located on the property of the BOE and the County.

2. The purpose of this Agreement is to determine the rights, responsibilities, costs and duties between the Town, the BOE and the County as it pertains to the part of the Back Creek Greenway to be located on the property of Hickory Ridge Middle School and Hickory Ridge High School. The Greenway easement shall be 25 feet wide and shall be located as described in the final adopted Back Creek Greenway "Phase 1" Alignment and Feasibility Study. The parties agree that the proposed Greenway section shall follow standard greenway practices to include natural and solid surface trail designs.

3. The parties agree that this section of the Back Creek Greenway will be connected to the other parts of the Greenway as shall be open to the public.

4. The Town shall:

- a) Work cooperatively with BOE and County toward the completion of this project;
- b) Act as the lead entity throughout the process of design, alignment, feasibility and construction documents for the development of the project;

- c) Act as Project Manager on all development, design—both current and future, on the Back Creek Greenway development;
- d) Act in accordance with all applicable local, state and federal laws, codes and ordinances throughout the project;
- e) Be the contracting entity and be responsible for accounting and payment of invoices;
- f) Confer with the County and BOE before approving any changes in the scope of service, alignment or change orders associated with the development of the Back Creek Greenway. The County and BOE understand and agree that no changes to the scope of services or to the costs/fees shall be made without full concurrence from all agencies associated with this Agreement;
- g) Furnish to the County and BOE final and adopted alignments for record;
- h) Be responsible for all maintenance and facility improvements, to include, but not be limited to mowing, blowing, weed-eating, edging, debris removal, repairs, and capital improvements.
- i) Be responsible for constructing and developing the Back Creek Greenway. The Town, County and BOE understand and agree that if certain funding opportunities via grant, donation, etc. become available, the Town maintains the right to research, accept and/or deny such opportunities, as it pertains to Back Creek Greenway and trail development.
- j) Be responsible for any liabilities and/or risks as they are associated with and use of the Back Creek Greenway.

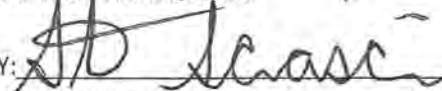
5. The County and BOE shall:

- a) Work cooperatively with the Town toward the completion of this project;
- b) Provide a twenty-five (25) foot easement on the property of Hickory Ridge Middle and High Schools following the alignment as represented in the final and adopted Back Creek Greenway "Phase 1" Alignment and Feasibility Study. It is understood and agreed that the alignment will follow close proximity to Back Creek, maintaining a parallel pattern, remaining out of flood plain wherever possible;
- c) Maintain the agreed upon consensus that the Back Creek Greenway will be open to the general public.

6. This Agreement incorporates and includes all prior negotiations, correspondence, agreements and understandings among the parties as it pertains to the Back Creek Greenway, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

IN WITNESS, the parties have executed this Agreement as shown below:

TOWN OF HARRISBURG

BY: 
Mayor

Date: 1-14-19

ATTEST:

Janet Rackley
Town Clerk

This instrument has been preaudited in the manner required by law.

Brian Lee 1.16.19
Finance Director

CABARRUS COUNTY BOARD OF EDUCATION

BY: Arthurs S. Denton
Board Chair

Date: 12/17/2018

ATTEST:

Cheryl M. Javel
Secretary to the Board

This instrument has been preaudited in the manner required by law.

CABARRUS COUNTY

BY: _____
County Manager

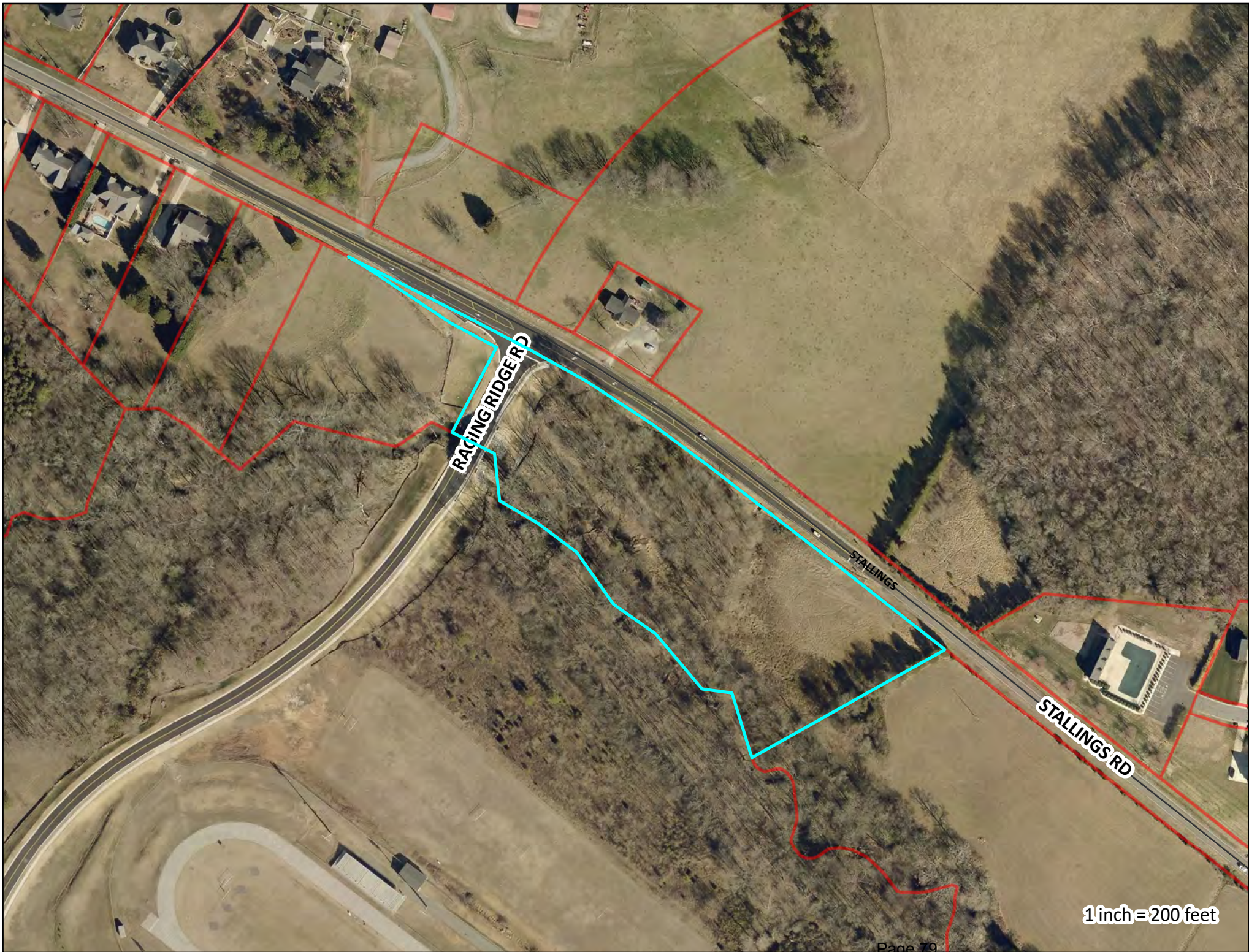
Date: _____

ATTEST:

Clerk

This instrument has been preaudited in the manner required by law.

Finance Director



1 inch = 200 feet

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

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

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

County Manager - Raw Water Line Easement at Coddle Creek

BRIEF SUMMARY:

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

REQUESTED ACTION:

Motion to approve the agreement between Cabarrus County and the City of Concord; and authorize the Chairman to execute the agreement on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- Raw Water Line Easement Agreement and Maps

January 22, 2019

Cabarrus County
PO Box 707
Concord, NC 28026
Parcel ID#4692.11.3936

Dear Property Owner:

The City of Concord is acquiring "Permanent Easement along with a Temporary Construction Easement" for a proposed 36" Raw Water Improvement project in your area.

I am reaching out to you to discuss the project and to answer any questions or concerns that you may have.

Enclosed is the proposed "Permanent Easement and Temporary Construction Easement" for your review.

Please review the easement documents and contact me at your earliest convenience. If there are no questions or concerns moving forward, please execute the enclosed documents and return to me in the return addressed envelope provided.

Right of Way Agent: **Charity Langston**, (704) 920-5409.

Thank you in advance for your cooperation.

Sincerely,

Charity Langston
Right of Way Agent

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

STATE OF NORTH CAROLINA

PIN #4692-11-3936

Grant of Permanent Easements and
Temporary Construction Easements to
CITY OF CONCORD

COUNTY OF CABARRUS

The undersigned Grantor, Cabarrus County, a body politic and political subdivision of the State of North Carolina, in consideration of payment to the Grantor of the sum of One Dollar, (\$1.00), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and release unto the City of Concord, a North Carolina municipal corporation ("Grantee"), its successors, assigns and licensees, the right, privilege, and easements to enter and re-enter at any time and to install, dig, build, erect, maintain, repair, rebuild, operate, and patrol one or more public utilities, over ground or underground, including but not limited to water infrastructure, underground pipes, utility lines, any and all related fixtures or appurtenances; the right to clear the easement area and keep it clear of brushes, trees, buildings, obstructions, and fire hazards; and the right to remove trees, if any, located beyond the limits of the easement areas, but also which interfere with the utility easements or the easement areas; the above described rights being incident to performance by the Grantee of its functions as a municipality or as the operator of a public utilities system, or the performance by any contractor, agent or licensee of the Grantee of any public utilities functions, the premises being located in No. 3 Township, Cabarrus County, North Carolina and as shown on "**Exhibit A**" titled "Proposed Easement for Utility Easements to Serve the Coddle Creek Water Treatment Plant Project Coddle Creek Supply Improvements".

For further reference, see attached "**Exhibit B**" titled "Proposed 36" Raw Water Improvements" (Sheets 1 through 4) prepared by McKim & Creed on 1/03/2019.

The Grantor, does hereby grant, bargain, sell and release unto the City of Concord, a North Carolina Municipal Corporation ("Grantee"), its successors, assigns and licensees a temporary construction easements to enter and re-enter during the construction of the project in order to install, dig, build, erect, maintain, repair, rebuild, operate, and patrol one or more public utilities, over ground or underground, including but not limited to water utility lines, underground pipes, other public utility lines, all related utility fixtures and appurtenances in the rights-of-way or

easements immediately adjacent to and contiguous with this temporary construction easement, the above described rights being incident to performance by the Grantee or any agent of its functions as a municipality or as the operator of any public utilities system, or the performance by any licensee of the Grantee of any public utilities functions, the premises to be affected as shown on "**Exhibit A**" titled "Proposed Easement for Utility Easements to Serve the Coddle Creek Water Treatment Plant Project Coddle Creek Supply Improvements".

For further reference, see attached "**Exhibit B**" titled "Proposed 36" Raw Water Improvements" (Sheets 1 through 4) prepared by McKim & Creed on 1/03/2019.

The property described herein is subject to all rights-of-way, easements and restrictions of record.

The Grantor by the execution of this instrument, acknowledge the plans for the above referenced project as it affects the remaining property have been fully explained to them or their authorized representative(s).

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

To have and to hold the same unto the City of Concord, its successors and assigns forever as to the permanent easement and to have and to hold the same unto the City of Concord, its successors and assigns during the construction of the project and its immediate environs as to the temporary construction easement.

For purposes of this easement, Temporary Construction Easement is defined as being used during the time of construction for grading, access, repair, and other activities related to the construction of the project and its immediate environs and shall expire upon completion and acceptance of the said project.

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

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

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

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantor on this, the _____ day of _____, 2019.

GRANTOR:

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

By: _____
Stephen Morris, Chairman of the Board of County Commissioners

ATTEST:

Lauren Linker, Clerk to the Board

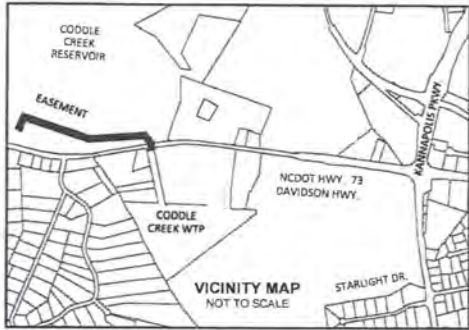
[SEAL]

**CABARRUS COUNTY
STATE OF NORTH CAROLINA**

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

WITNESS my hand and notarial seal, this the ____ day of _____, 2019.

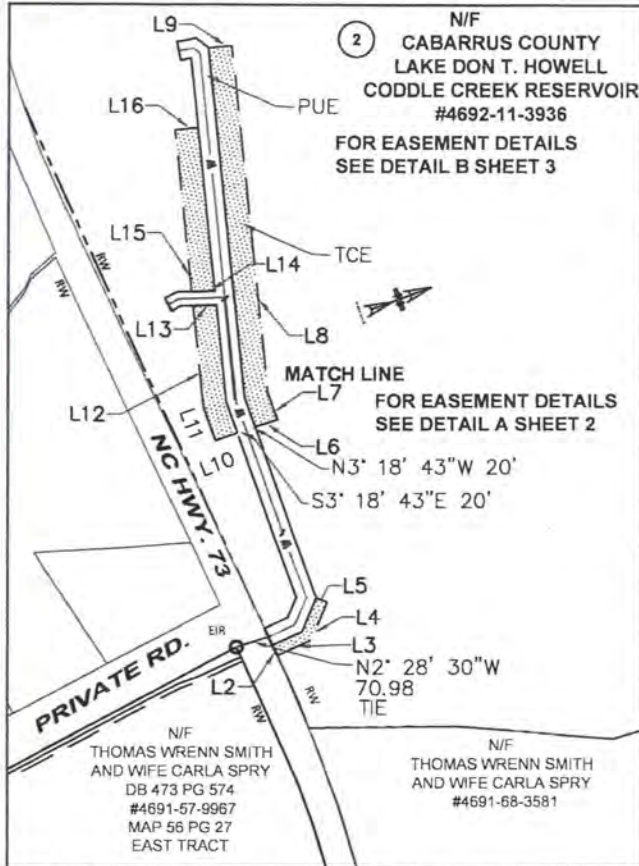
Notary Public
My commission expires: _____



LEGEND
 EXISTING IRON OR ROD FOUND ○ EIP EIR
 ○ RW
 PUE PERMANENT UTILITY EASEMENT
 TCE TEMPORARY CONSTRUCTION EASEMENT
 PROPERTY LINE - - - - -
 ADJOINER LINE - - - - -
 AREA PARCEL 1,871.83 ACRES
 AREA PERMANENT UTILITY EASEMENT 58,371 SF 1.34 ACRES
 AREA TEMPORARY CONSTRUCTION EASEMENT 77,098 SF 1.77 ACRES

TEMPORARY CONSTRUCTION EASEMENT LINE TABLE

Line #	Length	Direction
L2	25.00	N81° 01' 03"E
L3	80.19	N8° 58' 57"W
L4	88.20	N51° 28' 53"W
L5	25.00	S38° 31' 07"W
L6	50.00	N3° 18' 43"W
L7	63.16	S86° 41' 17"W
L8	749.83	N80° 00' 59"W
L9	50.00	S9° 59' 01"W
L10	50.00	S3° 18' 42"E
L11	79.47	S86° 41' 17"W
L12	218.16	N80° 00' 59"W
L13	50.13	N14° 03' 50"E
L14	50.13	S14° 03' 50"W
L15	352.01	N80° 00' 59"W
L16	50.00	N9° 59' 01"E

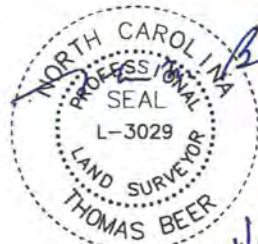
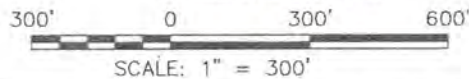


NOTE: Property corners shown circled were located by actual survey. All distances are horizontal distances unless otherwise noted. Bearings and distances shown are NC Grid Nad 83

FOR 40' & 30' PERMANENT UTILITY EASEMENTS SEE DETAIL C SHEET 4

This map was prepared from an actual field survey performed by McKIM & CREED for the purpose of easement acquisition only, and is not to be construed to be a boundary survey of the property shown.

Thomas Beer
 N.C. Professional Land Surveyor L-3029



1/03/2019



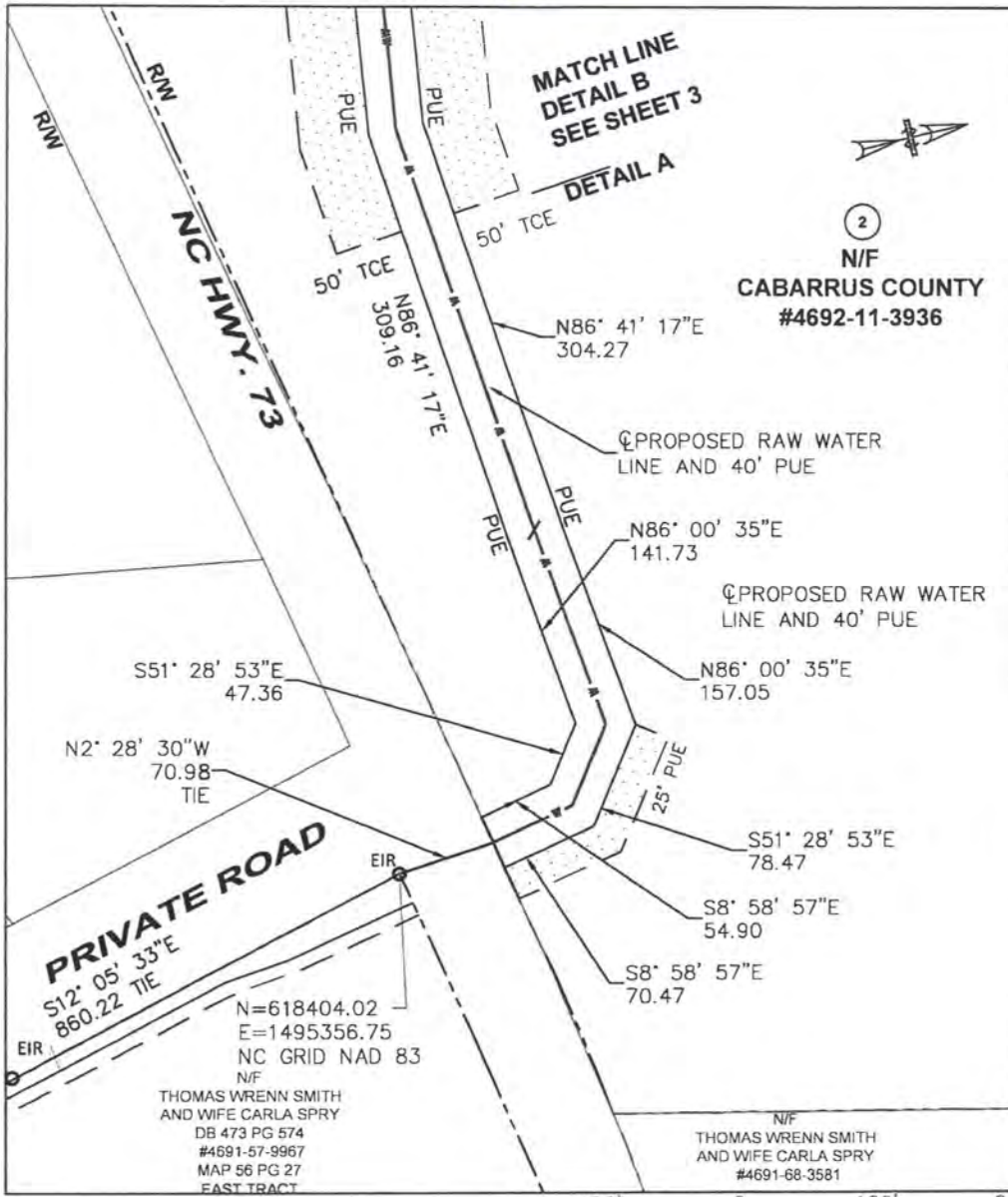
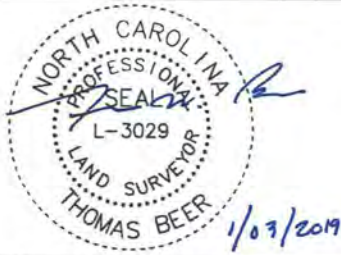
8020 Tower Point Drive
 Charlotte, North Carolina 28227
 Phone: (704)841-2588, Fax: (704)841-2567
 AA0002667 EB0006591
 F-1222
 www.mckimcreed.com
 JOB No 0122003

CITY OF CONCORD
 WATER RESOURCES
 CONCORD, NORTH CAROLINA

PROPOSED 36" RAW WATER IMPROVEMENTS

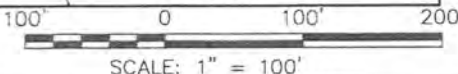
PROPERTY OF
 CABARRUS COUNTY

McK&C	TMB	TMB	CES	PJ	Sheet	Of
Surveyed By	Designed By	Drawn By	Project Eng.	Approved By	Date	1 4



2

N/F
CABARRUS COUNTY
#4692-11-3936



DETAIL A

NOTE: Property corners shown circled were located by actual survey. All distances are horizontal distances unless otherwise noted. Bearings and distances shown are NC Grid NAD 83

McKIM & CREED
8020 Tower Point Drive
Charlotte, North Carolina 28227
Phone: (704)841-2588, Fax: (704)841-2567
AA0002667 EB0006891
F-1222
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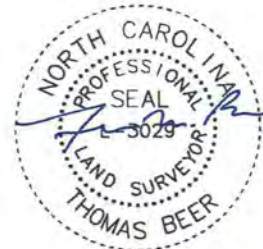
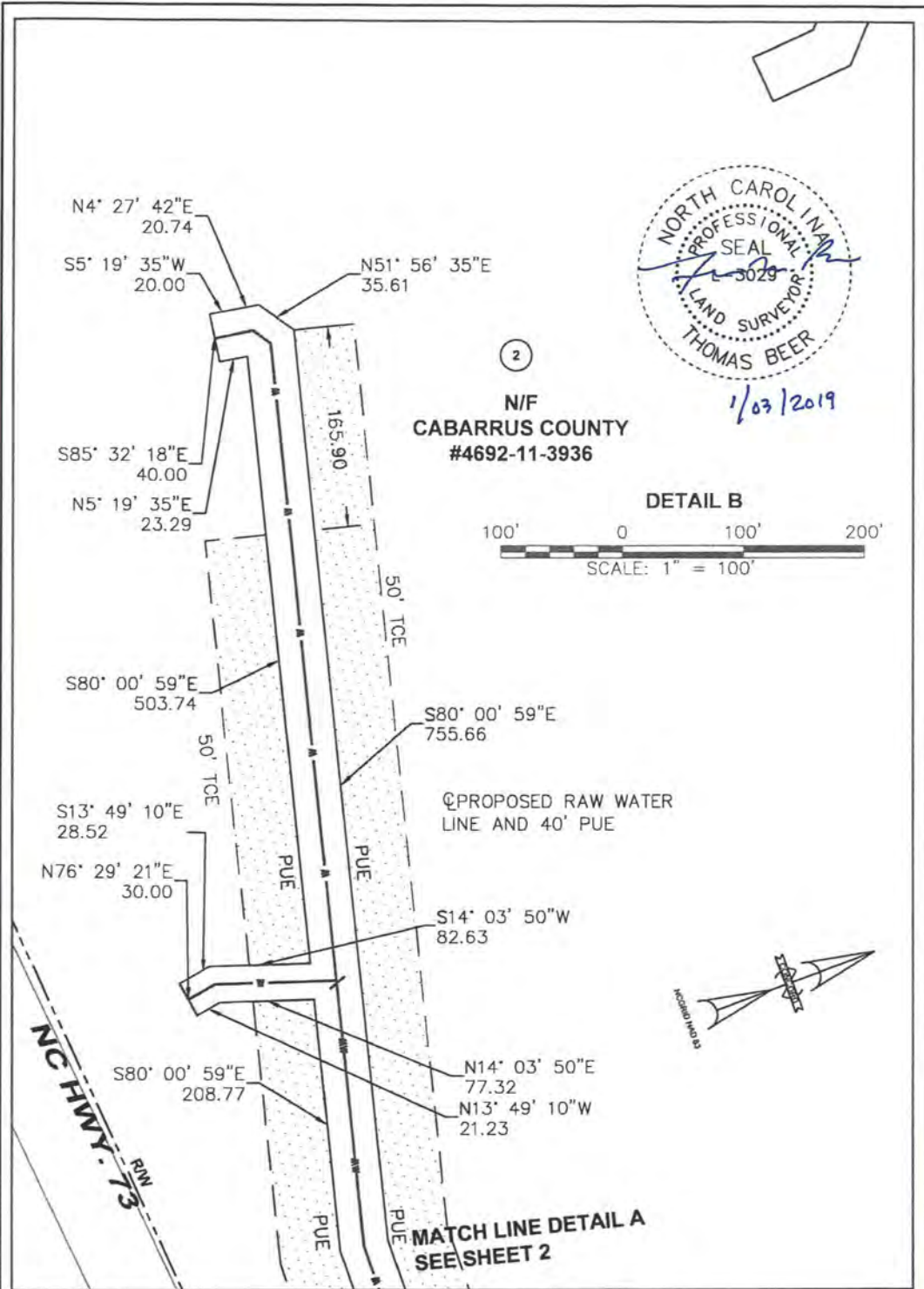
CITY OF CONCORD
WATER RESOURCES
CONCORD, NORTH CAROLINA

PROPOSED 36" RAW WATER IMPROVEMENTS

PROPERTY OF
CABARRUS COUNTY

2

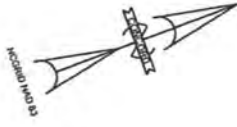
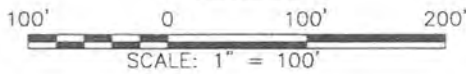
McK&C Surveyed By	TMB Designed By	TMB Drawn By	CES Project Eng	PJ Approved By	Sheet 2	Of 4
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1/03/2019

N/F
CABARRUS COUNTY
#4692-11-3936

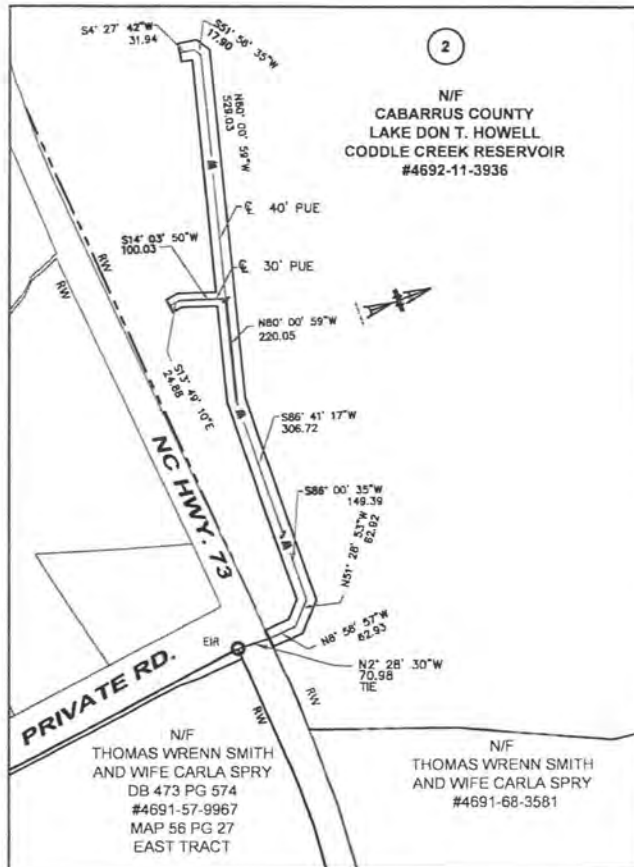
DETAIL B



NOTE: Property corners shown circled were located by actual survey. All distances are horizontal distances unless otherwise noted. Bearings and distances shown are NC Grid Nad 83

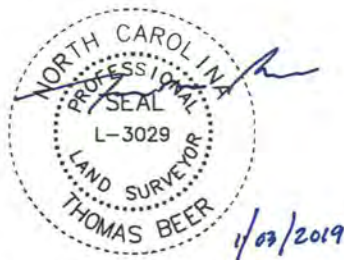
MCKIM & CREED
 8020 Tower Point Drive
 Charlotte, North Carolina 28227
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 AA0002667 EB0006591
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 www.mckimcreed.com
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CITY OF CONCORD					
WATER RESOURCES CONCORD, NORTH CAROLINA					
PROPOSED 36" RAW WATER IMPROVEMENTS					
PROPERTY OF CABARRUS COUNTY					
②					
MCK&C Surveyed By	TMB Designed By	TMB Drawn By	CES Project-Eng	PJ Approved By	Date
					Sheet 3
					Of 4

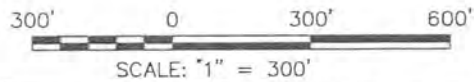


DETAIL CENTERLINES
PERMANENT UTILITY EASEMENTS

NOTE: Property corners shown circled were located by actual survey. All distances are horizontal distances unless otherwise noted. Bearings and distances shown are NC Grid Nad 83



MCKIM & CREED
 8020 Tower Point Drive
 Charlotte, North Carolina 28227
 Phone: (704)841-2588, Fax: (704)841-2567
 AAD002667 EB0006691
 F-1222
 www.mckimcreed.com
 Job No. 1122023



CITY OF CONCORD	
WATER RESOURCES CONCORD, NORTH CAROLINA	
PROPOSED 36" RAW WATER IMPROVEMENTS	
PROPERTY OF CABARRUS COUNTY	
2	
Mck&C	TMB
Surveyed By	Designed By
TMB	CES
Drawn By	Project-Cog
PJ	Approved By
	Date
Sheet	of
4	4

EXHIBIT A

**PROPOSED EASEMENT FOR UTILITY EASEMENTS TO SERVE THE CODDLE CREEK
WATER TREATMENT PLANT PROJECT CODDLE CREEK SUPPLY IMPROVEMENTS**

Being a tract of land located in Cabarrus County, North Carolina, said tract owned by Cabarrus County and is also known as Lake Don T. Howell/Coddle Creek Reservoir Parcel number 4692-11-3936 Cabarrus County Registry of deeds; containing 1,871.83 Acres of land more or less, as shown on an attached maps prepared by McKim & Creed Inc. entitled "Proposed 36" Raw Water Improvements".

PERMANENT 40 FOOT UTILITY EASEMENT DESCRIPTION

Commencing at an existing iron rod found at the easterly margin of a private road as recorded in Map 36 Page 22 and its intersection of the southerly margin of NC Hwy 73; thence North 2° 28' 30" West a distance of 70.98 feet to a point in the Northerly margin of NC Hwy. 73, said point being the Point of Beginning and centerline of a 40 foot wide Permanent Utility Easement; thence along the centerline North 8° 58' 57" West a distance of 62.93 feet to a point; thence along the centerline North 51° 28' 53" West a distance of 62.92 feet to a point; Thence South 86° 00' 35" West a distance of 149.39 feet to a point; thence South 86° 41' 17" West a distance of 306.72 feet to a point; thence North 80° 00' 59" West a distance of 220.05 feet to a point, said point being the intersection of the centerlines of said 40 foot permanent and a 30 foot Permanent Utility Easement; thence continuing along said 40 foot permanent easement North 80° 00' 59" West to a point a distance of 529.03 feet; thence South 51° 56' 35" West a distance of 17.90 feet to a point; thence South 4° 27' 42" West a distance of 31.94 feet to the end of said 40 foot centerline.

PERMANENT 30 FOOT UTILITY EASEMENT DESCRIPTION

Beginning at the center line intersection of the 40 foot permanent and a 30 foot permanent easement as described; thence along the said 30 foot easement South 14° 03' 50" West a distance of 100.03 feet to a point; thence continuing along said centerline South 13° 49' 10" East a distance of 24.88 feet to the end of the centerline of said easement.

Permanent 40 foot and 30 foot Utility Easements contain a total of 58,371 sq. ft (1.34 acres) more as less as shown on attached easement exhibit maps entitled "Proposed 36" Raw Water Improvements" as prepared by McKim and Creed Inc.

TEMPORARY CONSTRUCTION EASEMENTS (TCE) DESCRIPTIONS

TCE Area 1

In addition to the described Permanent Utility Easement a 25 foot parallel Temporary Construction Easement is described as follows: Beginning at the northerly margin of NC Hwy and the Easterly margin of said 40 foot Permanent Utility Easement and thence; North East 81° 01' 03" a distance of 25 foot (L2) to the easterly margin of said Temporary Construction Easement thence; continuing along said margin North 8° 58' 57" West a distance of 80.19 feet (L3) to a point; thence North 51° 28' 53" West a distance of 88.20 feet (L4) to a point thence; South 38° 31' 07" West a distance of 25.00 feet (L5) to a point on the easterly margin of said 40 foot Permanent Utility Easement.

TCE Area 2

In addition to the described Permanent Utility a 50 foot Temporary Construction Easement parallel to the northerly margin of said 40 foot Permanent Utility Easement an is described as follows; Commencing at the intersection of the centerlines of the 40 foot and 30 foot Permanent Utility Easement as described thence; South 80° 00' 59" East along the centerline of the described 40 foot Permanent Utility Easement a distance of 220.05 feet to a point thence continuing; South 86° 41' 17" East a distance of 71.31 feet to a point; thence North 3° 18' 43" West a distance of 20 feet of a point on the Northerly margin of said 40 foot easement said point being Point of Beginning of a margin for a 50 foot Temporary Construction Easement thence North 3° 18' 43" West a distance of 50 feet (L6) to a point; thence South 86°41' 17" West a distance of 63.16 feet (L7) to a point; thence North 80° 00' 59" West a distance of 749.83 feet (L8) to a point; thence; South 9° 59' 01" West a distance of 50.00 feet (L9) to a point on the northerly margin of said 40 foot Permanent Utility Easement.

TCE Area 3

In addition to the described Permanent Utility Easement a 50 foot Temporary Construction Easement parallel to the southerly margin of said Permanent Utility Easement and is described as follows: Commencing at the intersection of the centerlines of the 40 foot and 30 foot Permanent Utility Easement as described; thence South 80° 00' 59" East along the centerline of the described 40 foot Permanent Utility Easement a distance of 220.05 feet to a point; thence continuing; South 86° 41' 17" East a distance of 71.31 feet to a point thence; South 3° 18' 43" West a distance of 20 feet of a point on the Northerly margin of said 40 foot easement said point being Point of Beginning of a margin for a 50 foot Temporary Construction Easement thence; South 3° 18' 42" East a distance of 50 feet (L10) to a point; thence South 86° 41' 17" East a distance of 79.47 feet (L11) to a point thence; North 80° 00' 59" West a distance of 218.16 feet (L12) to a point on the easterly margin of said described 30 foot Permanent Utility Easement thence; North 14° 03'50" East a distance of 50.13 feet (L13) to a point southerly margin of said 40 foot Permanent Easement.

TCE Area 4

In addition to the above described Permanent Utility Easement a 50 foot Temporary Construction Easement parallel to the southerly margin of said is described as follows; Beginning at the intersection of the southerly margin of said 40 ft permanent and westerly margin of said 30 foot easement; thence along the said westerly margin; South 14° 03' 50" West a distance of 50.13 feet (L14) to a point; thence along said southerly margin N 80° 00' 59" West a distance of 352.01 feet (L15) to a point; thence along the westerly margin of said 50 foot temporary construction easement to a point; North 9° 59' 01" East a distance of 50 feet (L16) to a point on the southerly margin of the described 40 foot Permanent Utility Easement.

Total area of Temporary Construction Easements 1,2,3 & 4 contain a total of 77,098 sq. ft (1.77 acres) more as less as shown on attached easement exhibit maps entitled "Proposed 36" Raw Water Improvements" as prepared by McKim and Creed Inc.

end



CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

February 18, 2019
6:30 PM

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Finance - Cabarrus County Courthouse Reimbursement Resolution

BRIEF SUMMARY:

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

REQUESTED ACTION:

Motion to adopt the reimbursement resolution for the Cabarrus County Courthouse.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

▣ Courthouse Reimbursement Resolution

**EXTRACT FROM MINUTES OF BOARD OF COMMISSIONERS OF
THE COUNTY OF CABARRUS, NORTH CAROLINA**

The Board of Commissioners for the County of Cabarrus, North Carolina, met in regular session in the Commissioners' Meeting Room in the Cabarrus County Governmental Center in Concord, North Carolina, the regular place of meeting, at 6:30 p.m., on February 18, 2019, with Stephen M. Morris, Chairman, presiding. The following Commissioners were:

PRESENT: Chairman Stephen M. Morris; Vice Chairman Diane R. Honeycutt and Commissioners F. Blake Kiger, Elizabeth F. Poole and Lynn W. Shue.

ABSENT: [None.]

ALSO PRESENT: Michael K. Downs, County Manager; Pamela S. Dubois, Senior Deputy County Manager; Susan B. Fearrington, Finance Director; Richard M. Koch, Esq., County Attorney; and Lauren Linker, Clerk to the Board.

* * * * *

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

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

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

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

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

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

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

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and

the maximum principal amount of debt to be incurred with respect to the Courthouse Project is expected to be \$100 000,000.

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

2. This resolution shall take effect immediately.

Commissioner _____ moved to approve the passage of the foregoing resolution and Commissioner _____ seconded the motion, and the resolution was passed by the following vote:

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

Nays: [None.]

Not Voting: [None.]

* * * * *

I, Lauren Linker, Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners at a regular meeting held on February 18, 2019, as relates in any way to the passage of the resolutions hereinabove referenced, and that said proceedings are recorded in Minute Book No. [] of the minutes of said Board of Commissioners, beginning at page ___ and ending at page ___.

I DO HEREBY FURTHER CERTIFY that the schedule of regular meetings of said Board of Commissioners has been on file in my office pursuant to North Carolina General Statutes §143-318.12 as of a date not less than seven (7) days before said meeting.

WITNESS my hand and the corporate seal of said County, this 18th day of February, 2019.

Clerk to the Board of Commissioners
for the County of Cabarrus, North Carolina

[SEAL]

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

February 18, 2019
6:30 PM

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Infrastructure and Asset Management - Design Contract and Proposed Project Schedule

BRIEF SUMMARY:

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

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

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

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- ▣ Test Fit Study
- ▣ Design Contract
- ▣ Commissioning Contract
- ▣ Furniture, Furnishings, and Equipment Design
- ▣ Hourly Rates



CABARRUS COUNTY COURTHOUSE

Test Fit Study – AIA B133 – 2007, Exhibit A

Test Fit

VERTICAL STACKING



- STAFF PARKING
- SALLYPORT/HOLDING
- JUVENILE PROBATION
- ADULT PROBATION
- ARCHIVE RECORDS
- MECHANICAL

BASEMENT



- PUBLIC ENTRY/SCREENING
- COMMAND CENTER
- CLERK OF COURTS
- TRIAGE COURT/ DC COURT
- CONFLICT RESOLUTION CENTER
- GUARDIAN AD LITEM

1ST FLOOR



- DISTRICT COURT – 4 CRS
- JUDGES' SUITE
- FUTURE – 2 CRS

2ND FLOOR



- DISTRICT COURT – 4 FUTURE CRS
- GRAND JURY
- DISTRICT ATTORNEY
- FUTURE – COURTROOMS
- PUBLIC DEFENDER

3RD FLOOR



- SUPERIOR COURT – 4CRS
- JURY ASSEMBLY

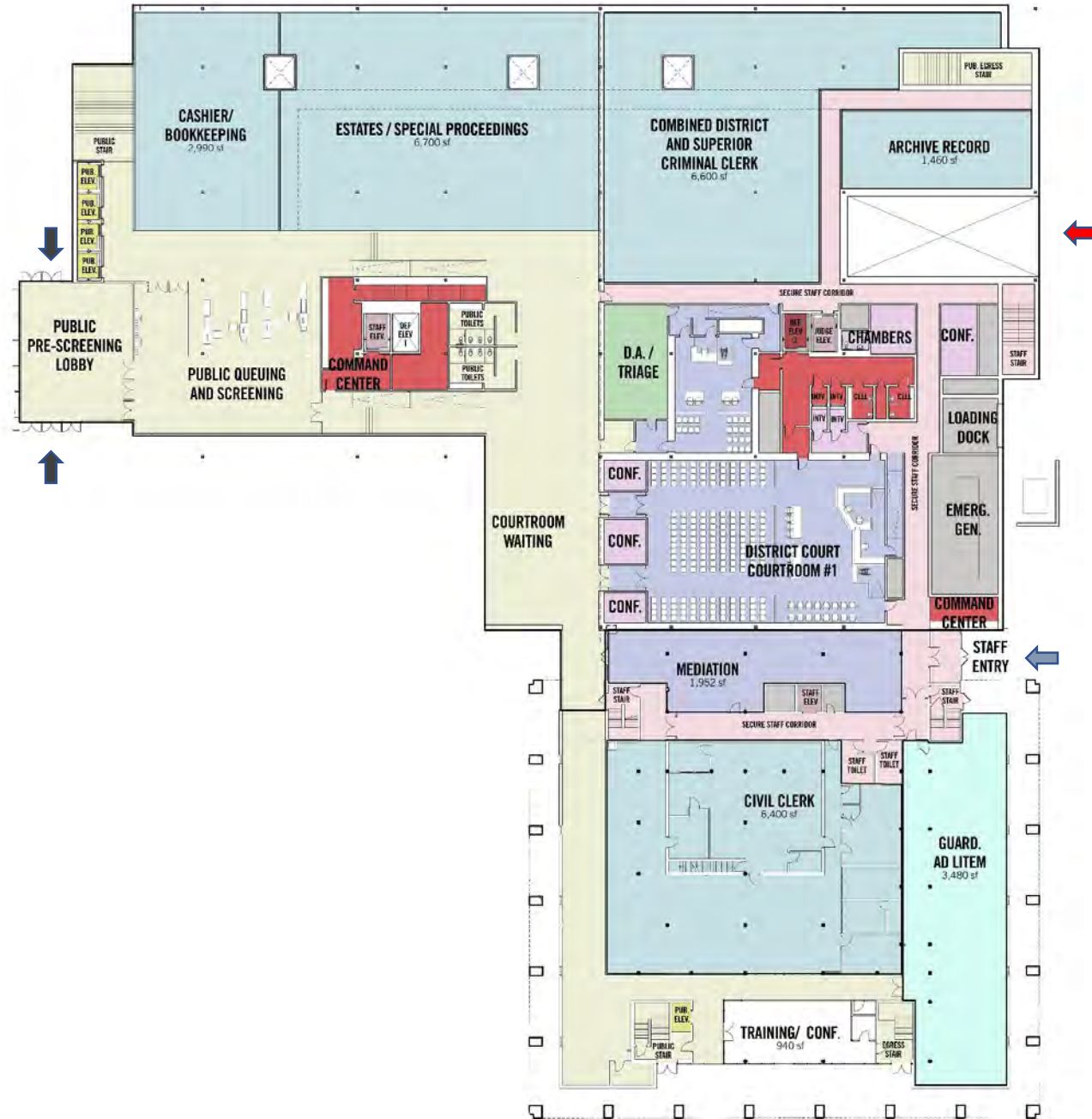
4TH FLOOR

Test Fit First Floor

Total Area: 50,820 sf
NEW CONSTRUCTION

NEW
ENTRY/SCREENING
CASHIER/BOOKKEEPING
ESTATES/SPECIAL PROCEEDINGS
DISTRICT/SUPERIOR CRIMINAL CLERK
DISTRICT COURT COURTROOM 1
DISTRICT ATTORNEY TRIAGE

EXIST. RENOVATION
MEDIATION
CIVIL CLERK
GUARDIAN AD LITEM



Test Fit Basement Floor



NEW CONSTRUCTION
Total Area: 49,820 sf

- NEW**
- SECURE PARKING
- CENTRAL HOLDING
- JUVENILE SERVICES
- CHILLER/BOILER PLANT
- ARCHIVE RECORDS

EXIST. RENOVATION
COMMUNITY CORRECTIONS

Test Fit Second Floor

Total Area: 49,330 sf

NEW CONSTRUCTION

NEW

DISTRICT COURT COURTROOMS 2-5
COLLEGIAL JUDGES' CHAMBERS

EXIST. RENOVATION

FUTURE DISTRICT COURT 12-13



Test Fit Third Floor

Total Area: 49,330 sf

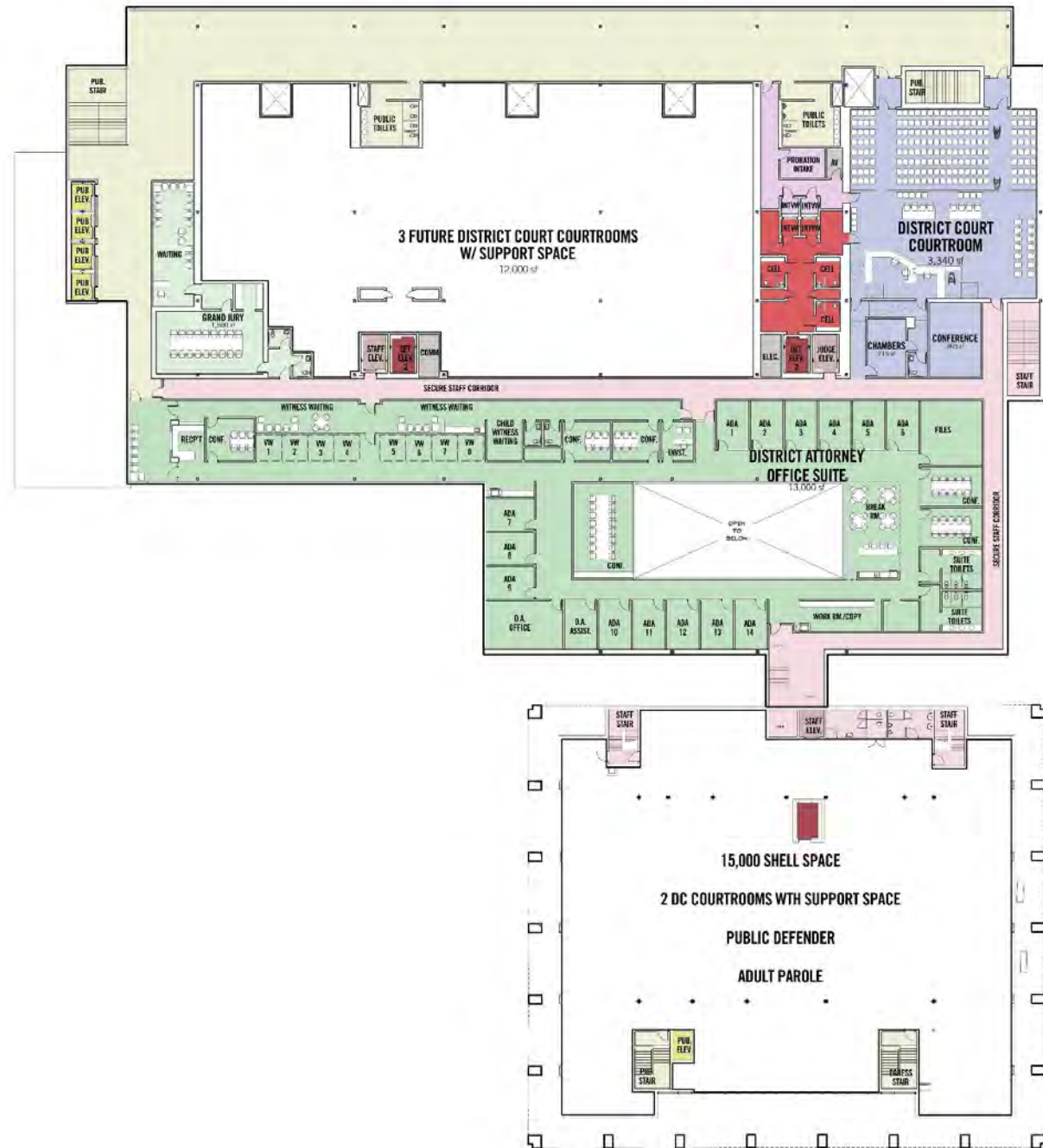
NEW CONSTRUCTION

NEW

FUTURE DISTRICT COURT 6-9
DISTRICT ATTORNEY OFFICE SUITE
GRAND JURY

EXIST. RENOVATION

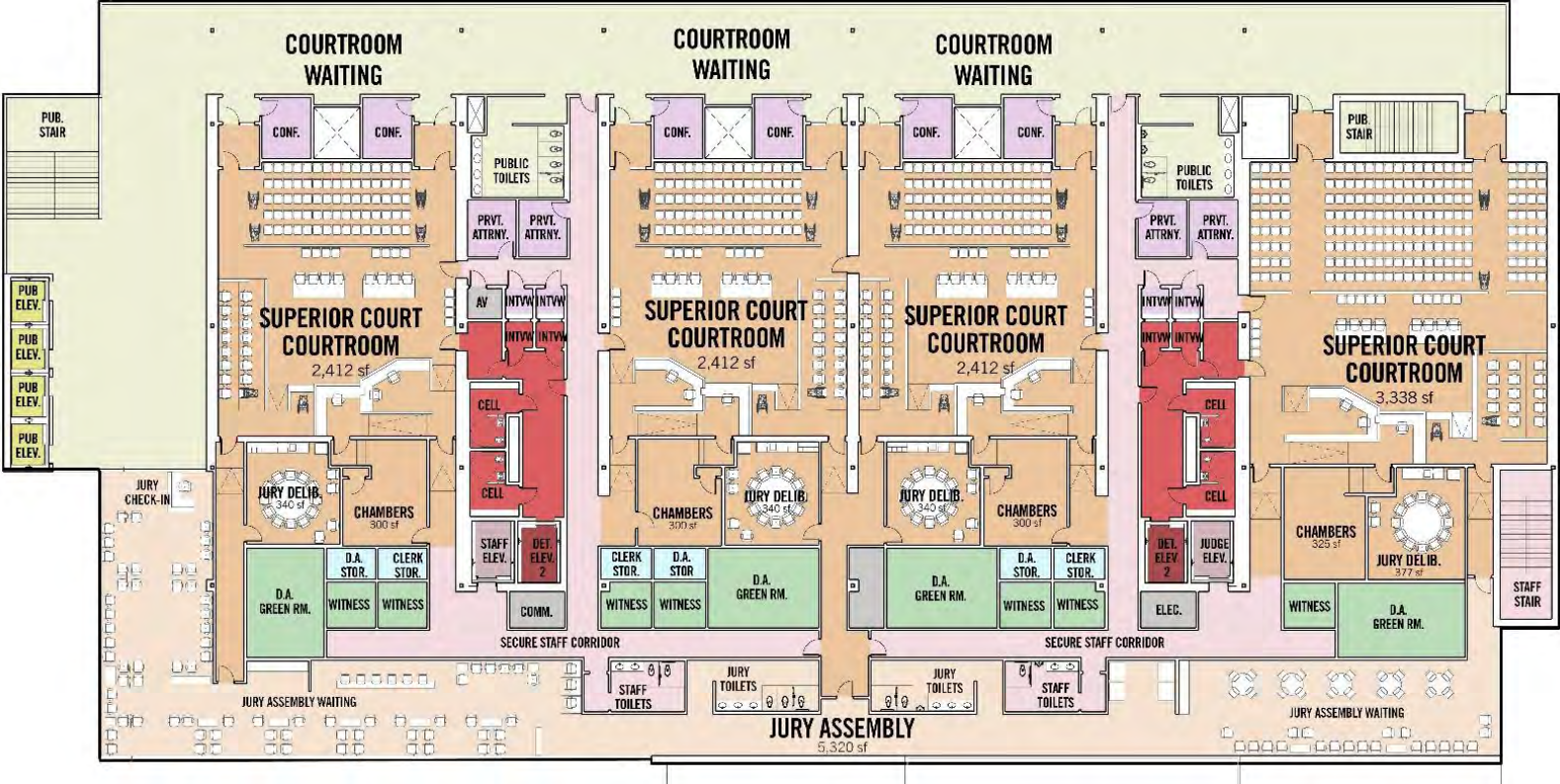
FUTURE DISTRICT COURT 10-11
SHELL SPACE



Test Fit Fourth Floor

Total Area: 42,610 sf
NEW CONSTRUCTION

NEW
SUPERIOR COURT COURTROOMS 1-4
JURY ASSEMBLY

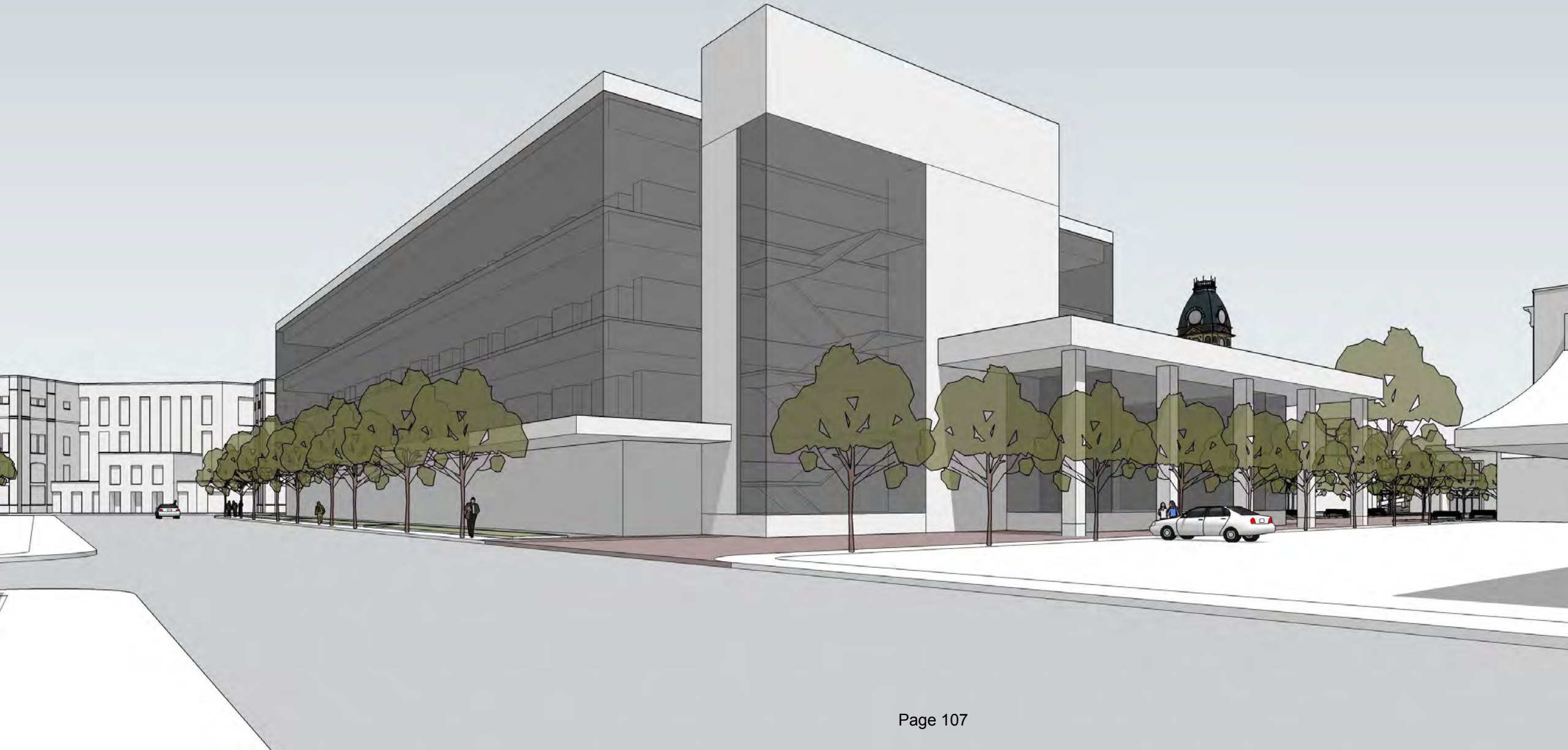




Test Fit
Massing Image



Test Fit
Massing Image



Test Fit
Massing Image



Test Fit Massing Image



AIA[®] Document B133[™] – 2014

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the day of in the year

(Paragraph deleted)

BETWEEN the Architect's client identified as the Owner:

Cabarrus County Commission
PO Box 707
Concord, NC 28026-0707
Telephone Number: 704.305.9723

and the Architect:

Silling Associates, Inc.
405 Capitol Street, Upper Atrium
Charleston, WV 25301
Telephone Number: 304.346.0565
Fax Number: 304.346.1522

for the following Project:

Cabarrus County Courthouse
Concord, NC
New Courthouse and Existing Courthouse Renovation

The Construction Manager (if known):

Messer Construction Co.
4201 Stuart Andrew Boulevard
Suite B
Charlotte, NC 28217-1528
Telephone Number: 704.679.6000

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201[™]–2007, General Conditions of the Contract for Construction; A133[™]–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134[™]–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201[™]–2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Paragraph deleted)

§ 1.1.1 The Owner's program for the

(Paragraphs deleted)

Project to include site utilization, building form, massing and orientation, current and proposed future courtroom space planning requirements, current and future departmental space planning requirements, secure circulation and building zoning, space planning utilization of the existing Cabarrus County Courthouse, building systems general requirements, and project phasing is represented in the Test Fit Study developed during the Cabarrus County Courthouse Facility Programming Phase and indicated in exhibit X included in this agreement. The additional detailed programming requirements will be developed as a component of the design phases included in the Basic Services of this agreement.

§ 1.1.2 The Project's physical characteristics:

(Paragraph deleted)

The Courthouse Project includes approximately 245,000 gross square feet new construction and renovation of approximately 73,000 gross square feet of the existing Cabarrus County Courthouse. The new courthouse is to be constructed in the current county-owned, surface parking lot (as illustrated in the boundary and topographic site survey provided by the County) extending northeast of the existing facility to Church Street, and extending from Corban Avenue on the southeast into and occupying Means Avenue to the northwest as indicated in the Test Fit study developed during the Cabarrus County Courthouse Facility Programming Phase.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

- | | |
|---|--------------|
| 1. Construction Package 1 (GMP 1) Site Development and New Courthouse Construction Cost | \$85,000,000 |
| 2. Construction Package 2 (GMP 2) Existing Courthouse Renovations Construction Cost | \$15,000,000 |

§ 1.1.4 The Owner's anticipated design and construction schedule assumes the Project is to be developed with the following construction contracts and design phasing in order to facilitate continued operation of the existing courthouse and enable project funding:

GMP 1- Guaranteed Maximum Price – Construction Package 1: Site Development and New Courthouse Construction
 GMP 2- Guaranteed Maximum Price – Construction Package 2 - Existing Courthouse Renovations

The Architect shall develop the design and construction documents of both of the GMP Construction Packages 1 and 2 through 85% design completion (target milestone date: February 28, 2020) for the Owner approval of the Total Construction Cost and related Total Estimated Project Budget. Upon completion of the 85% Construction Documents and occurring concurrently with the CMR's pricing and Owner approval phase, the Architect shall proceed to the development of 100% design completion of the Construction Package 1 Construction Documents (target milestone May 31, 2020) for permitting and construction commencement on August 3, 2020.

Nearing the 75% construction completion of Construction Package 1 (targeted milestone April 30,2022) the Architect shall proceed to the 100% design completion of the Construction Package 2 Construction Documents (target milestone June 30, 2022) for permitting and construction commencement on December 1, 2022.

- .1 Design phase milestone dates:

SCHEMATIC DESIGN	(30% of Total Design Effort)
Programming Finalization and Schematic Design Commencement	March 1, 2019
Schematic Design Completion	July 1, 2019
Schematic Design Public Review and Comment Period	July 1, 2019 – August 30, 2019
Schematic Design Phase Estimating and Reconciliation	August 30, 2019
Cabarrus County Design Approval	September 16 ,2019
 DESIGN DEVELOPMENT	 (30% of Total Design Effort)
Design Development Commencement	July 2, 2019
Design Development Phase Estimating and Reconciliation	December 31, 2019
Cabarrus County Design Approval	January 20, 2020
 CONSTRUCTION DOCUMENTS	 (40% of Total Design Effort)
Construction Document Phase Commencement	July 2, 2019
85% Design Completion Construction Packages 1 and 2	February 28, 2020
Constr. Package 1 (GMP 1) Pricing and Constr. Package 2 Estimating and Recon.	April 30, 2020
100% Design Completion Construction Package 1	May 31, 2020
Cabarrus County Design Approval	May 31, 2020
 100% Design Completion Construction Package 2	 June 30, 2022
Constr. Package 2 (GMP 2) Pricing Reconciliation	August 31, 2022
Cabarrus County Design Approval	September 30, 2022

- .2 Commencement of construction: The following is subject to verification with the Construction Manager and any necessary adjustments to the above design schedule and actual construction timelines of Construction Package 1

Construction Package 1 - Site Development and New Courthouse Construction:	August 3, 2020
Construction Package 2 - Existing Courthouse Renovation:	December 1, 2022

- .3 Substantial Completion date or milestone dates:

Construction Package 1 - Site Development and New Courthouse Construction:	August 31, 2022
Construction Package 2 - Existing Courthouse Renovation:	November 30, 2023
Other:	

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

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 User Notes:

(1347713615)

(Paragraph deleted)

- AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

- AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:
See Article 1.1.4 for a description of the Owner's requirement for the Construction Manager's bid packages.

(Paragraphs deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

Mr. Kyle Bilafer, Area Manager of Operations
Cabarrus County NC
PO Box 707
Concord NC 28026-0707

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

N/A

§ 1.1.10 The Owner will retain the following consultants:

(Paragraphs deleted)

- .1 Construction Manager:
Messer Construction Company
- .2 Cost Consultant (if in addition to the Construction Manager):
If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

The Owner's Cost Consulting is to be provided by the Construction Manager

- .3 Land Surveyor:
CESI
45 Spring Street SW
Concord, NC
28025

- .4 Geotechnical Engineer:

CESI
45 Spring Street SW
Concord, NC
28025

.5

(Paragraphs deleted)

Other consultants:

Third-Party Construction Phase Testing to be determined.

§ 1.1.11 The Architect identifies the following representatives in accordance with Section 2.4:

Mr. Tom Potts, AIA, Silling Architects, Principal-in Charge
Mr. Jody Driggs, AIA, Vice President, Silling Architects, Associate Principal-in-Charge
Mr. Jeremy Jones, AIA Project Manager, Silling Architects
Mr. Fred Pack, Assoc. AIA, Construction Administration Manager

Silling Associates, Inc.
405 Capitol Street, Upper Atrium
Charleston, WV 25301
Telephone Number: 304.346.0565
Fax Number: 304.346.1522

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(Paragraph deleted)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:
Lynch Mykins
415 Hillsborough Street
Suite 101
Raleigh, NC 27603
Telephone Number: 919-782-1833
- .2 Mechanical Engineer:
Scheeser Buckley Mayfield
1540 Corporate Woods Parkway
Uniontown, OH 44685
Telephone Number: 330.526.2600
- .3 Electrical Engineer:
Scheeser Buckley Mayfield
1540 Corporate Woods Parkway
Uniontown, OH 44685

Telephone Number: 330.526.2600.4 Civil Engineer and Landscape Design:

Kimley Horn
200 South Tryon Street Suite 200
Charlotte, NC 28202
Telephone Number: 704.333.5131

.5 Telecommunications/Data Design

Scheeser Buckley Mayfield
1540 Corporate Woods Parkway
Uniontown, OH 44685
Telephone Number: 330.526.2600

(Paragraphs deleted)

§ 1.1.13 Other Initial Information on which the Agreement is based:

N/A

Init.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify representatives authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than One Million (\$ 1,000,000).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million (\$ 5 Million) per claim and Five Million (\$ 5 Million) in the aggregate.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During the Construction Document phase, the Owner will receive Guaranteed Maximum Price proposals from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

Init.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review and Schematic Design Cost estimate

Deliverables: The Schematic Design Documents shall consist of the following drawings, written narratives and specifications.

1. Site Plan and Site Sections
2. 1/8" = 1'-0" Building Demolition Floor Plans
3. 1/8" = 1'-0" Architectural Building Floor Plans
4. 1/8" = 1'-0" Security Floor Plans
5. 1/4" = 1'-0" Courtroom Floor Plans and Preliminary Audio-Visual Design
6. Three-Dimensional Digital Courtroom Site-Line Study Perspective Images
7. 1/8" = 1'-0" Architectural Building Elevations
8. 1/8" = 1'-0" Architectural Building Sections
9. Three-Dimensional Digital Building Study Model Perspective Images
10. Photorealistic Presentation Quality Perspective Images
11. Courtroom Mockup Construction Documents and Specifications
12. Preliminary Building, Structural, Mechanical and Electrical one-line design drawings and Systems Narratives

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents

Deliverables: The Design Development Documents shall consist of drawings and outline specifications of the following building systems consistent with a Courthouse Project of the scale and quality outlined in Article 1.1.2.

1. Site Civil Engineering Design
2. Architectural Design
3. Structural Design
4. HVAC Design
5. Electrical Power
6. Lighting Design
7. Fire Alarm and Communication Design
8. Fire Protection Systems

The Design drawings and other documents shall include plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good

faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The services listed in the matrix below indicate services to be included in the Project as either Basic Services or Additional Services as designated in the "Responsibility" column. Basic Services are included in basic Services Compensation, Article 11.1. The Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Assistance with selection of the Construction Manager	Provided by Architect in Preliminary Agreement	
§ 4.1.2 Programming (B202™-2009)	Provided by	

	Architect in Preliminary Agreement	
§ 4.1.3 Multiple preliminary designs	Provided by Architect in Preliminary	
§ 4.1.4 Measured drawings	Not Provided	
§ 4.1.5 Existing facilities surveys	Not Provided	
§ 4.1.6 Site evaluation and planning (B203™-2007)	Not Provided	
§ 4.1.7 Building information modeling	Architect Basic Service	Article 4.2
§ 4.1.8 Civil engineering	Architect Basic Services	Article 4.2
§ 4.1.9 Landscape design	Architect Basic Services	Article 4.2
§ 4.1.10 Architectural interior design (B252™-2007)	Architect Basic Services	Article 4.2
§ 4.1.11 Value analysis (B204™-2007)	Not Provided	
§ 4.1.12 Detailed cost estimating	Architect Basic Services	Article 4.2
§ 4.1.13 On-site project representation (B207™-2008)	Not Provided	
§ 4.1.14 Conformed construction documents	Not Provided	
§ 4.1.15 As-designed record drawings	Architect Basic Services	Article 4.2
§ 4.1.16 As-constructed record drawings	Architect Basic Services	Article 4.2
§ 4.1.17 Post occupancy evaluation	Not Provided	
§ 4.1.18 Facility support services (B210™-2007)	Not Provided	
§ 4.1.19 Tenant-related services	Not Provided	
§ 4.1.20 Coordination of Owner's consultants	Not Provided	
§ 4.1.21 Telecommunications/data design	Architect Basic Services	Article 4.2
§ 4.1.22 Security evaluation and planning (B206™-2007)	Architect Basic Services	Article 4.2
§ 4.1.23 Commissioning (B211™-2007)	Architect Additional Services	AIA B211
§ 4.1.24 Extensive environmentally responsible design	Architect Basic Services	Article 4.2
§ 4.1.25 LEED® certification (B214™-2012)	Not Provided	
§ 4.1.26 Historic preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, furnishings, and equipment design (B253™-2007)	Architect Additional Service	AIA B253
4.1.28 Extensive Construction Administration Services	Architect Additional Service	Article 4.2

§ 4.2 Insert a description of each Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.1.7 Building Information Modeling: As a component of Basic Services, included in Basic Services Compensation Article 11.1, the Architect will develop the design in the Design Development and Construction Document phases utilizing REVIT software platform in level 3

4.1.8 and 4.1.9 Civil Engineering and Landscaping Design: As a component of Basic Services, included in Basic Services Compensation Article 11.1, the Architect and their consultant will provide full services related to the civil

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engineering and landscape design requirements of the Project to include site analysis, site grading, site utility design, site hardscaping and soft landscaping elements.

4.1.10 Interior Design: As a component of Basic Services included in Basic Services Compensation Article 11.1 the Architect will provide Interior Design services to include material and color selections, finish details and specifications of all interior finishes.

4.1.12 Detailed Cost Estimating: As a component of Basic Services included in Basic Services Compensation Article 11.1 the Architect will provide Detailed Construction Cost Estimating Services to include the following:

- .1 Schematic Design
- .2 Design Development
- .3 Eighty-five percent (85%) Complete Construction Documents

4.1.21 Telecommunications/data design: As a component of Basic Services included in Basic Services Compensation Article 11.1 the Architect shall include all related telecommunications and data design consistent with a County Courthouse Project of this scope and the requirements identified in the Programming Phase.

4.1.22 Security Evaluation and Planning: As a component of Basic Services included in Basic Services Compensation Article 11.1 the Architect shall include all related physical and electronic security design consistent with a County Courthouse Project of this scope and the requirements identified in the Programming Phase.

4.1.24 Extensive Sustainable Design Services: As a component of Basic Design Services included in Basic Services Compensation Article 11.1, the Architect shall provide extensive sustainable design services to include the following:

- .1 Sustainable design programming and identification of the Owner's sustainable design goals.
- .2 Where consistent with the Owner's sustainable design goals, the Architect shall develop sustainable design strategies including identification of on-site energy resources, site utilization, building orientation and configuration, building envelope construction, HVAC systems, electrical power and lighting systems and plumbing systems.
- .3 Evaluation and implementation of selected strategies, building systems, and system's manufacturers to address Owner's sustainable design goals.

4.1.28 Additional Construction Administration Services: The Architect shall provide part-time, on-site representation during the construction phase of each GMP – Construction Package according to the schedule indicated in Article 11.2. The Additional Construction Administration Services will include additional staff and man hours to support the Construction Manager's schedule, attend pre-installation meetings, review construction phase mock-ups, respond to Request for Information (RFIs) and other construction related inquiries. The Architect will provide the Additional Construction Administration Services consistent with the provisions of Article 3.6.2.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Forty-four (44) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within sixty-five (65) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;

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- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in

any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date

Init.

of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

BASIC SCHEMATIC DESIGN, DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS

Init.

The Compensation for Basic Services for the design phases indicated above and as defined in Articles 3.1, 3.2, 3.3, 3.4 and 3.5 shall be 5.75% of the Cost of the Work as defined by Article 6.1, and as calculated by the Construction Manager's Guaranteed Maximum Price (GMP) Construction Packages 1 and 2; and inclusive of all design and bid contingencies, and according to the following compensation schedule: The following services will be invoiced on a monthly basis in accordance with the proportion of completion of each respective phase.

Schematic Design Phase	Thirty	percent (30	%)
Design Development Phase	Thirty	percent (30	%)
Construction Documents Phase	Forty	percent (40	%)

BASIC CONSTRUCTION PHASE SERVICES:

The Compensation for Basic Services for the design indicated above and defined in Article 3.6 shall be 1.25% of the Cost of the Work as defined by Article 6.1, and as calculated by the Construction Manager's Guaranteed Maximum Price (GMP) inclusive of all design and bid contingencies, and according to the compensation schedule indicated in Article 11.5. The services will be invoiced on a monthly basis.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

COMMISSIONING:

As indicated in Article 4.1.23 the Architect will provide Building Systems Commissioning as an Additional Service. The final Scope of Services shall be further defined during the construction phase of GMP 1- Construction Package 1 and GMP 2 – Construction Package 2 as defined in AIA B211 and shall be compensated on an hourly basis according to Standard Hourly Rates applicable at the time of services.

FURNITURE FURNISHINGS AND EQUIPMENT:

As indicated in Article 4.1.27 the Architect will provide FF and E Design as an Additional Service. The Compensation for Furniture Furnishing and Equipment as defined in AIAB253 shall be 8% of the cost of the new Furniture, Furnishings and Equipment as determined by the agreement between the Owner and the FF and E Contractor(s) and according to the compensation schedule in AIA B253 Article 5.4;

ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES: As indicated in Article 4.1.28 the Architect will provide Additional Construction Administration Services. The Owner shall compensate the Architect according to the following schedule and shall be invoiced on a monthly basis in addition to the invoicing for Basic Construction Administration Services included in Article 3.6. The proposed schedule is subject to alignment with the Construction Manager's actual percentage of completion as indicated in the Construction Manager's actual construction schedule.

GMP 1

33% through 50% construction complete: 40 Additional Hrs. @ \$6,000 per month x (5) five months = \$30,000
 50% through 75% construction complete: 120 Additional Hrs. @ \$18,000 per month x (9) nine months = \$162,000
 75% through substantial completion: 240 Additional Hrs. @ \$36,000 per month x (5) five months = \$180,000

GMP 2

33% through 50% construction complete: 40 Additional Hrs. @ \$6,000 per month x (1) one month = \$6,000
 50% through 75% construction complete: 120 Additional Hrs. @ \$18,000 per month x (3) three months = \$54,000
 75% through substantial completion: 240 Additional Hrs. @ \$36,000 per month x (1) one months = \$36,000

FEDERAL ENERGY 179D TAX CREDITS

The Owner agrees to cede any and all Federal Energy 179D Tax Credits as the result of the Architect's design efforts and according to the provisions of the Code.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

The compensation shall be negotiated upon the occurrence of the required service.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as otherwise stated below:

(Paragraph deleted)

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as indicated in Article 11.1.

(Paragraph deleted)

(Table deleted)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraphs deleted) See Exhibit B

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

Cost plus fifteen percent (15%)

Init.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

One Hundred Thousand Dollars

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B133™-2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

(Paragraph deleted)

- .3 Other documents:

Exhibit A: Test Fit Floor Plans and Exterior Massing Images
 Exhibit B: Standard Hourly Rates
 Certificate of Professional Liability Insurance
 Certificate of Insurance (General Liability, Automobile Liability, and Worker's Compensation)
 AIA Document B211-2007 Standard Form of Architect's Services: Commissioning
 AIA Document B253-2007 Standard Form of Architect's Services: Furniture, Furnishings and Equipment Design

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

ARCHITECT (Signature)

Thomas M. Potts, AIA, President, Silling Associates,
Inc.

(Printed name and title)

(Printed name and title)

Init.

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User Notes:

(1347713615)

Additions and Deletions Report for AIA® Document B133™ – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:37:31 ET on 01/08/2019.

PAGE 1

(In words, indicate day, month and year.)

...

~~(Name, legal status, address and other information)~~Cabarrus County Commission
PO Box 707
Concord, NC 28026-0707
Telephone Number: 704.305.9723

...

~~(Name, legal status, address and other information)~~Silling Associates, Inc.
405 Capitol Street, Upper Atrium
Charleston, WV 25301
Telephone Number: 304.346.0565
Fax Number: 304.346.1522

...

~~(Name, location and detailed description)~~
Cabarrus County Courthouse
Concord, NC
New Courthouse and Existing Courthouse Renovation

...

~~(Name, legal status, address and other information)~~
Messer Construction Co.
4201 Stuart Andrew Boulevard
Suite B
Charlotte, NC 28217-1528
Telephone Number: 704.679.6000

PAGE 2

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Project to include site utilization, building form, massing and orientation, current and proposed future courtroom space planning requirements, current and future departmental space planning requirements, secure circulation and building zoning, space planning utilization of the existing Cabarrus County Courthouse, building systems general requirements, and project phasing is represented in the Test Fit Study developed during the Cabarrus County Courthouse Facility Programming Phase and indicated in exhibit X included in this agreement. The additional detailed programming requirements will be developed as a component of the design phases included in the Basic Services of this agreement.

...

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The Courthouse Project includes approximately 245,000 gross square feet new construction and renovation of approximately 73,000 gross square feet of the existing Cabarrus County Courthouse. The new courthouse is to be constructed in the current county-owned, surface parking lot (as illustrated in the boundary and topographic site survey provided by the County) extending northeast of the existing facility to Church Street, and extending from Corban Avenue on the southeast into and occupying Means Avenue to the northwest as indicated in the Test Fit study developed during the Cabarrus County Courthouse Facility Programming Phase.

...

(Provide total and, if known, a line item breakdown.) 1. Construction Package 1 (GMP 1) Site Development and New Courthouse Construction Cost \$85,000,000

2. Construction Package 2 (GMP 2) Existing Courthouse Renovations Construction Cost \$15,000,000

§ 1.1.4 The Owner's anticipated design and construction schedule: schedule assumes the Project is to be developed with the following construction contracts and design phasing in order to facilitate continued operation of the existing courthouse and enable project funding:

GMP 1- Guaranteed Maximum Price – Construction Package 1: Site Development and New Courthouse Construction

GMP 2- Guaranteed Maximum Price – Construction Package 2 - Existing Courthouse Renovations

The Architect shall develop the design and construction documents of both of the GMP Construction Packages 1 and 2 through 85% design completion (target milestone date: February 28, 2020) for the Owner approval of the Total Construction Cost and related Total Estimated Project Budget. Upon completion of the 85% Construction Documents and occurring concurrently with the CMR's pricing and Owner approval phase, the Architect shall proceed to the development of 100% design completion of the Construction Package 1 Construction Documents (target milestone May 31, 2020) for permitting and construction commencement on August 3, 2020.

Nearing the 75% construction completion of Construction Package 1 (targeted milestone April 30, 2022) the Architect shall proceed to the 100% design completion of the Construction Package 2 Construction Documents (target milestone June 30, 2022) for permitting and construction commencement on December 1, 2022.

.1 Design phase milestone dates, if any: dates:
SCHEMATIC DESIGN (30% of Total Design Effort)

<u>Programming Finalization and Schematic Design Commencement</u>	<u>March 1, 2019</u>
<u>Schematic Design Completion</u>	<u>July 1, 2019</u>
<u>Schematic Design Public Review and Comment Period</u>	<u>July 1, 2019 – August 30, 2019</u>
<u>Schematic Design Phase Estimating and Reconciliation</u>	<u>August 30, 2019</u>
<u>Cabarrus County Design Approval</u>	<u>September 16, 2019</u>

DESIGN DEVELOPMENT (30% of Total Design Effort)

<u>Design Development Commencement</u>	<u>July 2, 2019</u>
--	---------------------

Design Development Phase Estimating and Reconciliation December 31, 2019
Cabarrus County Design Approval January 20, 2020

CONSTRUCTION DOCUMENTS (40% of Total Design Effort)

Construction Document Phase Commencement July 2, 2019
85% Design Completion Construction Packages 1 and 2 February 28, 2020
Constr. Package 1 (GMP 1) Pricing and Constr. Package 2 Estimating and Recon. April 30, 2020
100% Design Completion Construction Package 1 May 31, 2020
Cabarrus County Design Approval May 31, 2020

100% Design Completion Construction Package 2 June 30, 2022
Constr. Package 2 (GMP 2) Pricing Reconciliation August 31, 2022
Cabarrus County Design Approval September 30, 2022

.2 Commencement of construction: The following is subject to verification with the Construction Manager and any necessary adjustments to the above design schedule and actual construction timelines of Construction Package 1

Construction Package 1 - Site Development and New Courthouse Construction: August 3, 2020
Construction Package 2 - Existing Courthouse Renovation: December 1, 2022

PAGE 3

Construction Package 1 - Site Development and New Courthouse Construction: August 31, 2022
Construction Package 2 - Existing Courthouse Renovation: November 30, 2023

.4-Other:

PAGE 4

(Indicate agreement type.)

AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

(List number and type of bid/procurement packages.)

See Article 1.1.4 for a description of the Owner's requirement for the Construction Manager's bid packages.

...

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

(List name, address and other information.) Mr. Kyle Bilafer, Area Manager of Operations
Cabarrus County NC
PO Box 707
Concord NC 28026-0707

...

(List name, address and other information.)

N/A

...

(List name, legal status, address and other information.)

...

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.)

Messer Construction Company

...

(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

The Owner's Cost Consulting is to be provided by the Construction Manager

...

CESI
45 Spring Street SW
Concord, NC
28025

...

CESI
45 Spring Street SW
Concord, NC
28025

.5 Civil Engineer:

.6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.) Third-Party Construction Phase Testing to be determined.

§ 1.1.11 The Architect identifies the following ~~representative in accordance with Section 2.4:~~representatives in accordance with Section 2.4:

Mr. Tom Potts, AIA, Silling Architects, Principal-in Charge

Mr. Jody Driggs, AIA, Vice President, Silling Architects, Associate Principal-in-Charge

Mr. Jeremy Jones, AIA Project Manager, Silling Architects

~~(List name, address and other information.)~~Mr. Fred Pack, Assoc. AIA, Construction Administration Manager

Silling Associates, Inc.

405 Capitol Street, Upper Atrium

Charleston, WV 25301

Telephone Number: 304.346.0565

Fax Number: 304.346.1522

PAGE 5

(List name, legal status, address and other information.)

...

Lynch Mykins

415 Hillsborough Street

Suite 101

Raleigh, NC 27603

Telephone Number: 919-782-1833

...

Scheeser Buckley Mayfield

1540 Corporate Woods Parkway

Uniontown, OH 44685

Telephone Number: 330.526.2600

...

Scheeser Buckley Mayfield

1540 Corporate Woods Parkway

Uniontown, OH 44685

Telephone Number: 330.526.2600.4 Civil Engineer and Landscape Design:

Kimley Horn

200 South Tryon Street Suite 200

Charlotte, NC 28202

Telephone Number: 704.333.5131

.5 Telecommunications/Data Design

Scheeser Buckley Mayfield

1540 Corporate Woods Parkway

Uniontown, OH 44685

Telephone Number: 330.526.2600

§ 1.1.12.2 Consultants retained under Additional Services:

N/A
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§ 2.4 The Architect shall identify ~~a representative~~ representatives authorized to act on behalf of the Architect with respect to the Project.

...

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than ~~(\$) per claim and (\$)~~ One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

...

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than ~~(\$)~~ One Million (\$ 1,000,000).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~(\$) per claim and (\$)~~ Five Million (\$ 5 Million) per claim and Five Million (\$ 5 Million) in the aggregate.

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§ 3.2.2 During ~~one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate,~~ the Construction Document phase, the Owner will receive Guaranteed Maximum Price proposals

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§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's ~~review~~ review and Schematic Design Cost estimate

Deliverables: The Schematic Design Documents shall consist of ~~drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.~~ the following drawings, written narratives and specifications.

1. Site Plan and Site Sections
2. 1/8" = 1'-0" Building Demolition Floor Plans
3. 1/8" = 1'-0" Architectural Building Floor Plans
4. 1/8" = 1'-0" Security Floor Plans
5. 1/4" = 1'-0" Courtroom Floor Plans and Preliminary Audio-Visual Design
6. Three-Dimensional Digital Courtroom Site-Line Study Perspective Images
7. 1/8" = 1'-0" Architectural Building Elevations
8. 1/8" = 1'-0" Architectural Building Sections
9. Three-Dimensional Digital Building Study Model Perspective Images
10. Photorealistic Presentation Quality Perspective Images
11. Courtroom Mockup Construction Documents and Specifications
12. Preliminary Building, Structural, Mechanical and Electrical one-line design drawings and Systems Narratives

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§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including

Deliverables: The Design Development Documents shall consist of drawings and outline specifications of the following building systems consistent with a Courthouse Project of the scale and quality outlined in Article 1.1.2.

1. Site Civil Engineering Design
2. Architectural Design
3. Structural Design
4. HVAC Design
5. Electrical Power
6. Lighting Design
7. Fire Alarm and Communication Design
8. Fire Protection Systems

The Design drawings and other documents shall include plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the The services listed in the matrix below indicate services to be included in the Project as either Basic Services or Additional Services as designated in the "Responsibility" column. Basic Services are included in basic Services Compensation, Article 11.1. The Owner shall compensate the Architect as provided in Section 11.2.

...

§ 4.1.1 Assistance with selection of the Construction Manager	<u>Provided by Architect in Preliminary Agreement</u>	
§ 4.1.2 Programming (B202™-2009)	<u>Provided by Architect in Preliminary Agreement</u>	
§ 4.1.3 Multiple preliminary designs	<u>Provided by Architect in Preliminary</u>	
§ 4.1.4 Measured drawings	<u>Not Provided</u>	
§ 4.1.5 Existing facilities surveys	<u>Not Provided</u>	
§ 4.1.6 Site evaluation and planning (B203™-2007)	<u>Not Provided</u>	
§ 4.1.7 Building information modeling (E203™-2013)	<u>Architect Basic Service</u>	<u>Article 4.2</u>
§ 4.1.8 Civil engineering	<u>Architect Basic Services</u>	<u>Article 4.2</u>
§ 4.1.9 Landscape design	<u>Architect Basic Services</u>	<u>Article 4.2</u>
§ 4.1.10 Architectural interior design (B252™-2007)	<u>Architect Basic Services</u>	<u>Article 4.2</u>

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User Notes:

(1347713615)

§ 4.1.11 Value analysis (B204™–2007)	Not Provided	
§ 4.1.12 Detailed cost estimating	Architect Basic Services	Article 4.2
§ 4.1.13 On-site project representation (B207™–2008)	Not Provided	
§ 4.1.14 Conformed construction documents	Not Provided	
§ 4.1.15 As-designed record drawings	Architect Basic Services	Article 4.2
§ 4.1.16 As-constructed record drawings	Architect Basic Services	Article 4.2
§ 4.1.17 Post occupancy evaluation	Not Provided	
§ 4.1.18 Facility support services (B210™–2007)	Not Provided	
§ 4.1.19 Tenant-related services	Not Provided	
§ 4.1.20 Coordination of Owner’s consultants	Not Provided	
§ 4.1.21 Telecommunications/data design	Architect Basic Services	Article 4.2
§ 4.1.22 Security evaluation and planning (B206™–2007)	Architect Basic Services	Article 4.2
§ 4.1.23 Commissioning (B211™–2007)	Architect Additional Services	AIA B211
§ 4.1.24 Extensive environmentally responsible design	Architect Basic Services	Article 4.2
§ 4.1.25 LEED® certification (B214™–2012)	Not Provided	
§ 4.1.26 Historic preservation (B205™–2007)	Not Provided	
§ 4.1.27 Furniture, furnishings, and equipment design (B253™–2007)	Architect Additional Service	AIA B253
4.1.28 Extensive Construction Administration Services	Architect Additional Service	Article 4.2

§ 4.2 Insert a description of each ~~Additional~~ Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

4.1.7 Building Information Modeling: As a component of Basic Services, included in Basic Services Compensation Article 11.1, the Architect will develop the design in the Design Development and Construction Document phases utilizing REVIT software platform in level 3

4.1.8 and 4.1.9 Civil Engineering and Landscaping Design: As a component of Basic Services, included in Basic Services Compensation Article 11.1, the Architect and their consultant will provide full services related to the civil engineering and landscape design requirements of the Project to include site analysis, site grading, site utility design, site hardscaping and soft landscaping elements.

4.1.10 Interior Design: As a component of Basic Services included in Basic Services Compensation Article 11.1 the Architect will provide Interior Design services to include material and color selections, finish details and specifications of all interior finishes.

4.1.12 Detailed Cost Estimating: As a component of Basic Services included in Basic Services Compensation Article 11.1 the Architect will provide Detailed Construction Cost Estimating Services to include the following:

- .1 Schematic Design
- .2 Design Development
- .3 Eighty-five percent (85%) Complete Construction Documents

4.1.21 Telecommunications/data design: As a component of Basic Services included in Basic Services Compensation Article 11.1 the Architect shall include all related telecommunications and data design consistent with a County Courthouse Project of this scope and the requirements identified in the Programming Phase.

4.1.22 Security Evaluation and Planning: As a component of Basic Services included in Basic Services Compensation Article 11.1 the Architect shall include all related physical and electronic security design consistent with a County Courthouse Project of this scope and the requirements identified in the Programming Phase.

4.1.24 Extensive Sustainable Design Services: As a component of Basic Design Services included in Basic Services Compensation Article 11.1, the Architect shall provide extensive sustainable design services to include the following:

- .1 Sustainable design programming and identification of the Owner’s sustainable design goals.
- .2 Where consistent with the Owner’s sustainable design goals, the Architect shall develop sustainable design strategies including identification of on-site energy resources, site utilization, building orientation and configuration, building envelope construction, HVAC systems, electrical power and lighting systems and plumbing systems.
- .3 Evaluation and implementation of selected strategies, building systems, and system’s manufacturers to address Owner’s sustainable design goals.

4.1.28 Additional Construction Administration Services: The Architect shall provide part-time, on-site representation during the construction phase of each GMP – Construction Package according to the schedule indicated in Article 11.2. The Additional Construction Administration Services will include additional staff and man hours to support the Construction Manager’s schedule, attend pre-installation meetings, review construction phase mock-ups, respond to Request for Information (RFIs) and other construction related inquiries. The Architect will provide the Additional Construction Administration Services consistent with the provisions of Article 3.6.2.

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- .1 (~~Three (3)~~) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 (~~Forty-four (44)~~) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is

Schematic Design Phase	<u>Thirty</u>	percent (<u>30</u>	%)
Design Development Phase	<u>Thirty</u>	percent (<u>30</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (<u>40</u>	%)

 substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within (~~sixty-five (65)~~) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

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(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

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(Insert amount of, or basis for, compensation.)BASIC SCHEMATIC DESIGN, DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS

The Compensation for Basic Services for the design phases indicated above and as defined in Articles 3.1, 3.2, 3.3, 3.4 and 3.5 the shall be 5.75% of the Cost of the Work as defined by Article 6.1, and as calculated by the Construction Manager’s Guaranteed Maximum Price (GMP) Construction Packages 1 and 2; and inclusive of all design and bid contingencies, and according to the following compensation schedule: The following services will be invoiced on a monthly basis in accordance with the proportion of completion of each respective phase.

BASIC CONSTRUCTION PHASE SERVICES:

The Compensation for Basic Services for the design indicated above and defined in Article 3.6 shall be 1.25% of the Cost of the Work as defined by Article 6.1, and as calculated by the Construction Manager’s Guaranteed Maximum

Price (GMP) inclusive of all design and bid contingencies, and according to the compensation schedule indicated in Article 11.5. The services will be invoiced on a monthly basis.

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(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

COMMISSIONING:

As indicated in Article 4.1.23 the Architect will provide Building Systems Commissioning as an Additional Service. The final Scope of Services shall be further defined during the construction phase of GMP 1- Construction Package 1 and GMP 2 – Construction Package 2 as defined in AIA B211 and shall be compensated on an hourly basis according to Standard Hourly Rates applicable at the time of services.

FURNITURE FURNISHINGS AND EQUIPMENT:

As indicated in Article 4.1.27 the Architect will provide FF and E Design as an Additional Service. The Compensation for Furniture Furnishing and Equipment as defined in AIA B253 shall be 8% of the cost of the new Furniture, Furnishings and Equipment as determined by the agreement between the Owner and the FF and E Contractor(s) and according to the compensation schedule in AIA B253 Article 5.4;

ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES: As indicated in Article 4.1.28 the Architect will provide Additional Construction Administration Services. The Owner shall compensate the Architect according to the following schedule and shall be invoiced on a monthly basis in addition to the invoicing for Basic Construction Administration Services included in Article 3.6. The proposed schedule is subject to alignment with the Construction Manager's actual percentage of completion as indicated in the Construction Manager's actual construction schedule.

GMP 1

33% through 50% construction complete: 40 Additional Hrs. @ \$6,000 per month x (5) five months = \$30,000
50% through 75% construction complete: 120 Additional Hrs. @ \$18,000 per month x (9) nine months = \$162,000
75% through substantial completion: 240 Additional Hrs. @ \$36,000 per month x (5) five months = \$180,000

GMP 2

33% through 50% construction complete: 40 Additional Hrs. @ \$6,000 per month x (1) one month = \$6,000
50% through 75% construction complete: 120 Additional Hrs. @ \$18,000 per month x (3) three months = \$54,000
75% through substantial completion: 240 Additional Hrs. @ \$36,000 per month x (1) one months = \$36,000

FEDERAL ENERGY 179D TAX CREDITS

The Owner agrees to cede any and all Federal Energy 179D Tax Credits as the result of the Architect's design efforts and according to the provisions of the Code.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

The compensation shall be negotiated upon the occurrence of the required service.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (~~—~~ fifteen percent (15 %), or as otherwise stated below:

~~§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:~~

~~§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as indicated in Article 11.1.~~

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Construction Phase	percent (%)
<hr/>		
Total Basic Compensation	one hundred percent (100 %)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

PAGE 23

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit B

Employee or Category	Rate (\$0.00)
----------------------	---------------

...

.1 Transportation and authorized out-of-town travel and subsistence;

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (~~Fifteen percent (15 %)~~) of the expenses incurred.

...

Cost plus fifteen percent (15%)

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One Hundred Thousand Dollars

...

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

N/A

...

~~.3~~—Other documents:~~.3~~ Other documents:

Exhibit A: Test Fit Floor Plans and Exterior Massing ImagesExhibit B: Standard Hourly Rates
(~~List other documents, if any, including additional scopes of service forming part of the Agreement.~~)Certificate of Professional Liability Insurance
Certificate of Insurance (General Liability, Automobile Liability, and Worker's Compensation)
AIA Document B211-2007 Standard Form of Architect's Services: Commissioning
AIA Document B253-2007 Standard Form of Architect's Services: Furniture, Furnishings and Equipment Design

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Thomas M. Potts, AIA, President, Silling Associates, Inc.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:37:31 ET on 01/08/2019 under Order No. 1490597384 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA[®] Document B211[™] – 2007

Standard Form of Architect's Services: Commissioning

for the following **PROJECT:**

(Name and location or address)

Cabarrus County Courthouse
Concord, NC

THE OWNER:

(Name, legal status and address)

Cabarrus County Commission
PO Box 707

Concord, NC 28026-0707

THE ARCHITECT:

(Name, legal status and address)

Silling Associates, Inc.
405 Capitol Street, Upper Atrium

Charleston, WV 25301

THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the ____ day of ____ in the year ____.

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 COMMISSIONING SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

(Paragraph deleted)

performed

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802[™]-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

This document is included as an Additional Services Exhibit to the AIA B133-2007. The Project shall include Commissioning Services for each Design/GMP package to be included in the Courthouse Project defined in the AIA B133.

ARTICLE 2 COMMISSIONING SERVICES

§ 2.1 The Architect shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team, and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.2 The Architect shall prepare, and periodically update, a schedule of Commissioning Services that shall identify milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation provided by the Architect. The Architect shall coordinate the Commissioning Services schedule with the Owner's Project schedule.

§ 2.3 The Architect shall make a presentation to explain the Commissioning Services to representatives of the Owner.

§ 2.4 Subject to Section 3.3, the Architect shall assist the Owner by conducting Discovery Sessions.

§ 2.5 The Architect shall submit commissioning documentation to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Commissioning Services.

§ 2.6 COMMISSIONING PLAN

The Architect shall prepare a Commissioning Plan based on the systems to be commissioned, program and schedule. The Commissioning Plan will describe the commissioning process for the Project and may contain a description of the objectives of the commissioning, a list of participants and their roles and responsibilities, an outline of the management structure, a description of how the plan is to be implemented, the commissioning schedule, specific details about design reviews, a list of systems and components being commissioned and reporting formats.

§ 2.7 DESIGN INTENT DOCUMENT

§ 2.7.1 The Architect shall prepare a Design Intent Document with information provided by the Owner and the Owner's consultants and contractors. The Design Intent Document will describe the performance criteria for the systems to be commissioned. The performance criteria described in the Design Intent Document shall be quantifiable and measurable through objective testing.

§ 2.7.2 After the Owner's approval of the Design Intent Documents, the Architect shall revise the Design Intent Document to reflect any changes approved by the Owner as an Additional Service.

§ 2.8 DESIGN REVIEW

The Architect shall review the design of the systems to be commissioned for the limited purpose of determining if the systems as designed will achieve the requirements of the Design Intent Document. The Architect's review shall be made with such reasonable promptness as to cause no delay in the activities of the Owner or Owner's consultants, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of the design is not conducted for the purpose of determining the accuracy and completeness of the design documents and other details such as quality of materials, appearance, dimensions, quantities and costs. Upon completion of the review, the Architect shall issue written comments and recommendations.

§ 2.9 COMMISSIONING SPECIFICATIONS

§ 2.9.1 The Architect shall review the Contract Documents and recommend modifications necessary for coordination with the commissioning requirements and processes, which may include equipment submittals, operation and maintenance manuals, system readiness tests, and personnel training.

§ 2.9.2 The Architect shall provide Commissioning Specifications for inclusion in the Contract Documents, which will define the contractor's responsibilities related to commissioning. The Commissioning Specifications will identify systems to be commissioned and may include detailed checklists, test procedures, required test results and warranty requirements.

§ 2.10 SHOP DRAWING AND SUBMITTAL REVIEW

§ 2.10.1 The Architect shall review contractors' submittals, such as Shop Drawings, Product Data and Samples for the systems to be commissioned, for the limited purpose of evaluating the system's ability to achieve the requirements of the Design Intent Document. The Architect's review shall be made with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Owner's consultants or contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 2.10.2 Upon completion of the review, the Architect shall issue written comments for those submittals that deviate from the requirements of the Design Intent Document. The Owner may choose to accept the deviations, in which case the Architect shall revise the Design Intent Document and the related Commissioning Specifications as an Additional Service.

§ 2.11 COMMISSIONING MEETINGS

Subject to Section 3.3, the Architect shall conduct and document commissioning coordination meetings with the Owner, Owner's consultants, contractors and subcontractors, whose systems are included in the Commissioning Specifications. The Architect shall coordinate these meetings with the Project schedule.

§ 2.12 REVIEW OF DOCUMENTATION DURING CONSTRUCTION

During construction the Architect shall review documentation such as meeting minutes, field reports, minor changes in the Work, Construction Change Directives, and Change Orders related to the systems to be commissioned. The Architect shall report to the Owner changes that will prevent the systems from performing as required by the Design Intent Document. The Owner may choose to accept the changes, in which case the Architect shall revise the Design Intent Document and the related Commissioning Specifications as an Additional Service.

§ 2.13 OPERATIONS AND MAINTENANCE MANUAL REVIEW

Prior to the start of operator training, the Architect shall review the operations and maintenance manuals submitted by the contractors for the systems to be commissioned for conformance with the Commissioning Specifications.

§ 2.14 OPERATOR TRAINING

§ 2.14.1 The Architect shall review contractors' planning, scheduling, content and documentation for operator training sessions for conformance with the Commissioning Specifications.

§ 2.14.2 The Architect shall provide operator systems training including the requirements of the Design Intent Document, special design features, operating sequences and limitations, Functional Performance Test procedures, and maintenance cycles of the various systems. This training will begin before the contractor demonstrates the system performance using the Functional Performance Tests. During the commissioning of the systems, the Architect shall provide operator field training by having the operators assist in the verification of the Functional Performance Tests.

§ 2.14.3 The Architect shall observe contractors' training and maintain a training log for inclusion into the Final Commissioning Report. The training log will include the attendees' names, training dates, system or equipment on which training was performed, and the name, title and contact information of the trainer.

§ 2.15 TEST REPORT REVIEW

Before the start of Functional Performance Testing, the Architect shall observe a portion of the system readiness tests and shall review the system readiness test reports required by the Contract Documents for the systems to be commissioned. The Architect shall report to the Owner any observed deficiencies for correction prior to the start of Functional Performance Testing.

§ 2.16 FUNCTIONAL PERFORMANCE TESTING AND DOCUMENTATION

The Architect shall direct, observe and document the Functional Performance Tests for each system to be commissioned. The Functional Performance Tests shall follow the procedures included in the Commissioning

Specifications. The Architect shall submit Functional Performance Test reports for each system to the Owner for review.

§ 2.17 DEFICIENCY CORRECTION

The Architect shall generate a Corrective Action Report for each deficiency identified during Functional Performance Testing. The Architect shall maintain a log of the Corrective Action Reports. Each deficiency shall be resolved by the appropriate contractor and, after correction of the deficiency, the Architect shall direct, observe, and document re-testing to confirm that the deficiency has been corrected as an Additional Service.

§ 2.18 FINAL COMMISSIONING REPORT

The Architect will prepare a Final Commissioning Report including the Commissioning Plan, Design Intent Document, Commissioning Specification, blank Functional Performance Test procedure forms, system readiness tests reports, Functional Performance Test reports, Corrective Action Reports and log, and operator training plans and log.

§ 2.19 POST-OCCUPANCY REVIEW

The Architect shall meet with the Owner prior to one year after the date of Substantial Completion to review the operations and performance of the commissioned systems and to make appropriate recommendations to the Owner.

ARTICLE 3 ADDITIONAL SERVICES-

§ 3.1 To avoid a delay, the Architect shall provide the following Additional Services

(Paragraphs deleted)

and shall notify the Owner with reasonable promptness. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no further obligation to provide those services:

- .1 Review of a contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responses to a contractor's requests for information where such information is available to the contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to the Design Intent Document and Commissioning Specifications resulting there from; or
- .4 Commissioning Services provided 60 days after the originally scheduled date for completion of the Commissioning Services in the Commissioning Services schedule.

(Table deleted)

(Paragraphs deleted)

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall identify the systems to be commissioned and furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, system requirements and relationships, special equipment and site requirements.

§ 4.2 The Owner shall provide to the Architect data necessary for the Commissioning Services which may include design drawings, construction documents, record drawings, shop drawings and submittals, operation and maintenance manuals, master plans, operation costs, operation budgets, and pertinent records relative to historical building data, building equipment, furnishings and repairs.

§ 4.3 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to provide the Commissioning Services. The personnel shall conduct tours and walk-throughs and explain the facility's original, current and anticipated future use.

§ 4.4 The Owner shall furnish the services of design consultants, testing agencies, and contractors necessary to allow the Architect to provide the Commissioning Services.

ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's Commissioning Services described under Article 2, the Owner shall compensate the Architect as follows:

Init.

Hourly rates according to the rates indicated in the AIA B133 Exhibit B

§ 5.2 For Additional Services provided under Section 3.1, the Owner shall compensate the Architect as follows:

(Paragraph deleted)

Hourly rates according to the rates indicated in the AIA B133 Exhibit B

(Paragraphs deleted)

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Commissioning, if any, are as follows:

N/A

Additions and Deletions Report for AIA® Document B211™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Cabarrus County Courthouse
Concord, NC

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Cabarrus County Commission
PO Box 707
Concord, NC 28026-0707

...

Silling Associates, Inc.
405 Capitol Street, Upper Atrium

...

Charleston, WV 25301

...

(List below information, including conditions or assumptions, that will affect the Architect's performance.)

performed

This document is included as an Additional Services Exhibit to the AIA B133-2007. The Project shall include Commissioning Services for each Design/GMP package to be included in the Courthouse Project defined in the AIA B133.

PAGE 4

ARTICLE 3 – ADDITIONAL SERVICES

ARTICLE 3 ADDITIONAL SERVICES-

§ 3.1 In addition to the Commissioning Services described above, the To avoid a delay, the Architect shall provide the following Additional Services only if specifically designated below as the Architect's responsibility. The Architect shall perform such Additional Services in accordance with a service description provided in Section 3.2 or attached as an exhibit to this services document.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2, or in an exhibit attached to this services document. If in an exhibit, identify the exhibit.)

and shall notify the Owner with reasonable promptness. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no further obligation to provide those services:

- .1 Review of a contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responses to a contractor's requests for information where such information is available to the contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to the Design Intent Document and Commissioning Specifications resulting there from; or
- .4 Commissioning Services provided 60 days after the originally scheduled date for completion of the Commissioning Services in the Commissioning Services schedule.

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or an exhibit attached to this document and identified below)
§ 3.1.1 Data Collection		
§ 3.1.2 Owner Supplied Data Analysis		
§ 3.1.3 Measurement and Verification Studies		
§ 3.1.4 Existing Facilities Surveys		
§ 3.1.5 Programming (B202™ 2009)		
§ 3.1.6 Identification of Systems to be Commissioned		
§ 3.1.7 Sustainable Design Studies		
§ 3.1.8 LEED® Certification (B214™ 2012)		
§ 3.1.9 Detailed Cost Estimating		
§ 3.1.10 Value Analysis (B204™ 2007)		
§ 3.1.11 Special Bidding or Negotiations		
§ 3.1.12 On-site Project Representation (B207™ 2008)		
§ 3.1.13 Construction Management		
§ 3.1.14 Record Drawings		
§ 3.1.15 Post-occupancy Evaluations		

§ 3.2 Insert a description of each service designated in Section 3.1 the Architect shall provide if not included in an exhibit attached to this document and identified in the table above.

§ 3.3 The Architect shall provide Commissioning Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Commissioning Meetings:
 - .1 () Discovery Sessions
 - .2 () Commissioning Services Presentations
 - .3 () Design Meetings
 - .4 () Pre-bid Meetings
 - .5 () Pre-construction Meetings
 - .6 () Construction Meetings
 - .7 () Warranty Meetings
 - .8 () Post-occupancy Review Meetings
- .2 () reviews of each Shop Drawing, Product Data item, sample or similar submittal of the contractor
- .3 () Training Sessions
- .4 () reviews of readiness test reports submitted by contractors
- .5 () visits to the site by the Architect over the duration of the Project during construction
- .6 () inspections for any portion of the Work to be commissioned to determine whether such portion of the Work is ready for Functional Performance Testing
- .7 () Functional Performance Tests of each system to be commissioned
- .8 () Corrective Action Reports for each system to be commissioned

§ 3.4 To avoid a delay, the Architect shall provide the following Additional Services and shall notify the Owner with reasonable promptness. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no further obligation to provide those services:

- .1 — Review of a contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 — Responses to a contractor's requests for information where such information is available to the contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 — Evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to the Design Intent Document and Commissioning Specifications resulting there from; or
- .4 — Commissioning Services provided 60 days after the originally scheduled date for completion of the Commissioning Services in the Commissioning Services schedule.

PAGE 5

(Insert amount of, or basis for, compensation.)

Hourly rates according to the rates indicated in the AIA B133 Exhibit B

...

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly rates according to the rates indicated in the AIA B133 Exhibit B

§ 5.3 For Additional Services that may arise during the course of the Project, including those under Sections 3.3 and 3.4, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 5.4 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2 or 5.3, shall be the amount invoiced to the Architect plus — percent (—%), or as otherwise stated below:

...

N/A

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:39:50 ET on 01/08/2019 under Order No. 1490597384 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B211™ – 2007, Standard Form of Architect's Services: Commissioning, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®] Document B253[™] – 2007

Standard Form of Architect's Services: Furniture, Furnishings and Equipment Design

for the following **PROJECT:**
(Name and location or address)

Cabarrus County Courthouse
Concord, NC

THE OWNER:
(Name, legal status and address)

Cabarrus County Commission
PO Box 707
Concord, NC 28026-0707

THE ARCHITECT:
(Name, legal status and address)

Silling Associates, Inc.
405 Capitol Street, Upper Atrium

Charleston, WV 25301

THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the ____ day of ____ in the year ____.

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 FURNITURE, FURNISHINGS AND EQUIPMENT SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

This document is included as an Additional Services Exhibit to the AIA B133-2007. The FF and E design shall consist of two FF and E design packages to align with the two construction packages as defined in the AIA B133 to include the New Courthouse Construction and Existing Courthouse Renovations.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802[™]-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

Init.

The scope of services is anticipated to include the following design/bid packages:

1. New Courthouse Furniture, Furnishings and Equipment
2. New Courthouse and Courtroom Audio Visual
3. Existing Courthouse Renovation Furniture, Furnishings and Equipment

ARTICLE 2 FURNITURE, FURNISHINGS AND EQUIPMENT SERVICES

§ 2.1 The Architect shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.2 The Architect shall prepare, and periodically update, a schedule that identifies milestone dates for decisions required by the Owner, services furnished by the Architect and completion of documentation to be provided by the Architect. The Architect shall coordinate the Furniture, Furnishings and Equipment Design Services schedule with the Owner's Project schedule.

§ 2.3 The Architect shall submit documents to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely upon approvals received from the Owner to complete the Furniture, Furnishings and Equipment Design Services.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not (1) accept trade discounts, (2) have a significant financial interest, or (3) undertake any activity or employment or accept any contribution if it would reasonably appear that such activity, employment, interest or contribution could compromise the Architect's professional judgment.

§ 2.5 PROGRAMMING PHASE SERVICES

§ 2.5.1 The Architect shall consult with representatives of the Owner to review the applicable requirements of the Project in order to understand the goals and objectives of the Owner with respect to their impact on the Owner's furniture, furnishings and equipment requirements.

§ 2.5.2 The Architect shall assist the Owner in the preparation of a budget for the Work.

§ 2.5.3 The Architect shall gather information furnished by the Owner's designated representatives to aid the Architect in understanding the Owner's furniture, furnishings and equipment requirements.

- .1 The Architect will survey and document the location, size, features and general condition of the located in the Cabarrus County Courthouse. The Architect will make recommendations for the the existing furniture and equipment design in the new and renovated court facilities, or consult the Owner for disposition.

§ 2.5.4 The Architect shall develop personnel space standards based upon an evaluation of the existing conditions at the Owner's facilities, and the functional requirements and standards of the Owner. Personnel space standards shall take into consideration the design and layout of furniture system workstation environments, if applicable. The proposed space standards shall be submitted for the Owner's review and approval.

§ 2.5.5 The Architect shall develop a general understanding of the Owner's equipment requirements, including data, telecommunications, audio visual, and reproduction equipment related to furniture, furnishings and equipment.

§ 2.5.6 The Architect shall prepare a written summary of observations and make recommendations with respect to the FF and E planning of the facility for the Owner's review and approval.

§ 2.6 SCHEMATIC DESIGN PHASE SERVICES

§ 2.6.1 Based on the approved written program, the Architect shall prepare the design concept for the furniture, furnishings and equipment of the Project, indicating the types and quality.

§ 2.6.2 The Architect shall review with the Owner alternative designs and methods for procurement of the furniture, furnishings and equipment.

Init.

§ 2.6.3 The Architect shall assist the Owner in the preparation of a preliminary Project schedule and estimate of the Cost of the Work.

§ 2.7 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.7.1 Based on the approved Schematic Design, the Architect shall obtain product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finished appearance and functional operation.

§ 2.7.2 The Architect shall illustrate the design character of the Project. Such illustrations may include drawings, plans, elevations, renderings, photographs, and samples of actual materials, colors and finishes.

§ 2.7.3 The Architect shall assist the Owner in the preparation of adjustments to the preliminary schedule and estimate of the Cost of the Work.

§ 2.8 CONTRACT DOCUMENTS PHASE SERVICES

§ 2.8.1 Based on the approved Design Development drawings and other documents, including schedule and estimate of the Cost of the Work, the Architect shall prepare Drawings, Specifications and other documents required to describe the requirements for the fabrication, procurement, shipment, delivery and installation of furniture, furnishings and equipment for the Project.

§ 2.8.2 The Architect shall assist the Owner in the preparation of the necessary Quotation Documents.

§ 2.9 QUOTATION PHASE SERVICES

§ 2.9.1 The Architect shall assist the Owner in establishing a list of proposed vendors for furniture, furnishings and equipment.

§ 2.9.2 The Architect shall assist the Owner in obtaining quotations for furniture, furnishings and equipment.

§ 2.9.3 The Architect shall prepare written responses to questions from vendors preparing quotations and provide written clarifications and interpretations of the Quotation Documents in the form of addenda.

§ 2.9.4 The Architect shall assist the Owner in the review of quotations including conformance with the design concept expressed in the Contract Documents.

§ 2.9.5 Quotation Documents include the Quotation Requirements and the proposed Contract Documents.

§ 2.9.6 The Architect shall assist the Owner in awarding and preparing agreements with vendors.

§ 2.9.7 If the Owner and Architect agree that the Architect will purchase furniture, furnishings and equipment on behalf of the Owner with funds provided by the Owner, the duties and compensation related to such additional services shall be set forth in a separate agreement.

§ 2.10 FURNITURE, FURNISHINGS AND EQUIPMENT CONTRACT ADMINISTRATION PHASE SERVICES

§ 2.10.1 The Architect shall provide administration of the contracts for furniture, furnishings and equipment only as set forth below and in AIA Document A251™-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment.

§ 2.10.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for any failure of a Vendor to meet schedules for completion or to perform its respective duties and responsibilities in conformance with such schedules.

§ 2.10.3 The Architect shall review and approve or take other appropriate action upon a Vendor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 2.10.4 As the buyer of goods, the Owner shall receive, inspect, and accept or reject furniture, furnishings and equipment at the time of their delivery to the premises and installation unless otherwise agreed. The Architect is not authorized to act as the Owner's agent in contractual matters.

§ 2.10.5 The Architect shall review final placement and inspect for damage, quality, assembly and function in order to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents. The Architect may recommend to the Owner acceptance or rejection of furniture, furnishings and equipment.

§ 2.10.6 The Architect shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall not have control over, charge of, or be responsible for the means, methods, techniques, sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Article Deleted

§ 4.2 The Owner shall be responsible for the relocation or removal of existing furniture, furnishings and equipment, and the contents from the facility, unless specifically designated otherwise in Article 6.

§ 4.3 The Owner shall establish and update an overall budget for the Project, including the Cost of the Work, the Owner's other costs and reasonable contingencies related to all of these costs. The Cost of the Work shall be the total cost including applicable taxes or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect. A reasonable allowance for contingencies shall be included for market conditions at the time of quotations and for changes in the Work. The Cost of the Work does not include the compensation of the Architect and Architect's consultants, the costs of financing or other costs that are the responsibility of the Owner.

ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's Furniture, Furnishings and Equipment Services described under Article 2, the Owner shall compensate the Architect as follows:

Eight percent (8%) of the total cost of the Furniture, Furnishings and Equipment Furniture, Furnishings and Equipment

§ 5.2 For Additional Services provided under Section 3.1, the Owner shall compensate the Architect as follows: N/A
(Paragraphs deleted)

The compensation shall be negotiated upon the occurrence of the required service.

§ 5.3 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2, shall be the amount invoiced to the Architect plus fifteen percent (15 %).

§ 5.4 Where compensation for the Architect's services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Programming Phase	Fifteen Percent	15%
Schematic Design Phase	Fifteen Percent	15%
Design Development Phase	Twenty Percent	20%
Construction Documents Phase	Thirty Percent	30%
Quotation Phase	Ten Percent	10%
FF&E Administration Phase	Ten Percent	10%
Total Compensation	One Hundred Percent	100%

Init.

§ 5.5 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not provided or installed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 5.4 based on (1) the lowest bona fide quotation, or (2) if no such quotation is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed.

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Furniture, Furnishings & Equipment Design, if any, are as follows:

Init.

Additions and Deletions Report for AIA® Document B253™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:39:03 ET on 01/08/2019.

PAGE 1

Cabarrus County Courthouse
Concord, NC

...

Cabarrus County Commission
PO Box 707
Concord, NC 28026-0707

...

Silling Associates, Inc.
405 Capitol Street, Upper Atrium

...

Charleston, WV 25301

...

~~(List below information, including conditions or assumptions, that will affect the Architect's performance.)~~ This document is included as an Additional Services Exhibit to the AIA B133-2007. The FF and E design shall consist of two FF and E design packages to align with the two construction packages as defined in the AIA B133 to include the New Courthouse Construction and Existing Courthouse Renovations.

The scope of services is anticipated to include the following design/bid packages:

1. New Courthouse Furniture, Furnishings and Equipment
2. New Courthouse and Courtroom Audio Visual
3. Existing Courthouse Renovation Furniture, Furnishings and Equipment

PAGE 2

.1 The Architect will survey and document the location, size, features and general condition of the located in the Cabarrus County Courthouse. The Architect will make recommendations for the the existing furniture and equipment design in the new and renovated court facilities, or consult the Owner for disposition.

...

§ 2.5.5 The Architect shall develop a general understanding of the Owner's equipment requirements, including data, telecommunications, audio visual, and reproduction equipment related to furniture, furnishings and equipment.

§ 2.5.6 The Architect shall prepare a written summary of observations and make recommendations with respect to the FF and E planning of the facility for the Owner's review and approval.

PAGE 4

ARTICLE 3 – ADDITIONAL SERVICES

§ 3.1 In addition to the Furniture, Furnishings and Equipment Design Services described above, the Architect shall provide the following Additional Services only if specifically designated below as the Architect's responsibility. The Architect shall perform such Additional Services in accordance with a service description provided in Section 3.2 or attached as an exhibit to this services document.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an exhibit attached to this services document. If in an exhibit, identify the exhibit.)

Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 3.2 below or an exhibit attached to this document and identified below)</i>
§ 3.1.1 — Measured Drawings		
§ 3.1.2 — Existing FF&E Inventory		
§ 3.1.3 — Valuations/Appraisals of Existing FF&E		
§ 3.1.4 — Special Studies and Surveys		
§ 3.1.5 — Graphics & Signage Design		
§ 3.1.6 — Art Selection and/or Procurement		
§ 3.1.7 — Special Consultants		
§ 3.1.8 — Studies Related to Future FF&E		
§ 3.1.9 — Detailed Cost Estimates		
§ 3.1.10 — Detailed Quotation Review		
§ 3.1.11 — Receive/Inspect/Accept/Reject Furniture		
§ 3.1.12 — Post-Occupancy Evaluations		
§ 3.1.13 — Operating Cost Analysis		
§ 3.1.14 — Extending Services after Project Completion		
§ 3.1.15 — Reviewing Extensive Number of Claims		
§ 3.1.16 — Vendor Default Services		
§ 3.1.17 — Damage Replacement Consulting		
§ 3.1.18 — Public or Legal Proceedings Activities		
§ 3.1.19 — On-site Project Representation (B207™ 2008)		

§ 3.2 DESCRIPTIONS OF ADDITIONAL SERVICES

(Insert a description of each service in Section 3.1 the Architect shall provide if not further described in an exhibit attached to this document.)

§ 4.1 The Owner shall be responsible for negotiations and obligations of the lease, if any, and shall serve as the contact with the landlord. The Owner shall provide information contained in the lease or landlord correspondence relevant to the Project. ~~Article Deleted~~

...

(Insert amount of, or basis for, compensation.)

Eight percent (8%) of the total cost of the Furniture, Furnishings and Equipment Furniture, Furnishings and Equipment

§ 5.2 For Additional Services provided under Section 3.1, the Owner shall compensate the Architect as follows: N/A
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

The compensation shall be negotiated upon the occurrence of the required service.

§ 5.3 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2, shall be the amount invoiced to the Architect plus percent (~~—~~%), or as otherwise stated below:

fifteen percent (15 %).

§ 5.4 Where compensation for the Architect's services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: (Insert additional phases as appropriate.)

Programming Phase	percent ()
Schematic Design Phase	percent ()
Design Development Phase	percent ()
Contract Documents Phase	percent ()
Quotation Phase	percent ()
Furniture, Furnishings and Equipment Contract	percent ()
Administration Phase		

Total Compensation	one hundred	percent (100)
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Programming Phase	Fifteen Percent	15%
Schematic Design Phase	Fifteen Percent	15%
Design Development Phase	Twenty Percent	20%
Construction Documents Phase	Thirty Percent	30%
Quotation Phase	Ten Percent	10%
FF&E Administration Phase	Ten Percent	10%
Total Compensation	One Hundred Percent	100%

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:39:03 ET on 01/08/2019 under Order No. 1490597384 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B253™ – 2007, Standard Form of Architect's Services: Furniture, Furnishings and Equipment Design, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**CABARRUS COUNTY COURTHOUSE PROJECT
AIA B133 OWNER ARCHITECT AGREEMENT
EXHIBIT B - 2019 HOURLY RATES**

Architectural

Principal	\$195/HR
Project Manager	\$175/HR
Project Architect	\$175/HR
Staff Architect	\$155/HR
Architectural Designer	\$135/HR
Interior Designer	\$135/HR
Construction Administrator	\$120/HR
CAD Technician	\$ 95/HR
Administrative	\$ 75/HR

Lynch Mykins Structural Engineers, PC

CEO/President	\$205/hr
Vice President	\$150/hr
Sr. Project Engineer	\$120/hr
BIM Services Director	\$110/hr
Project Engineer	\$100/hr
Structural Engineer	\$90/hr
Sr. Structural BIM Specialist	\$80/hr
Structural Investigator	\$75/hr
Structural BIM Specialist	\$70/hr
Construction Inspector	\$65/hr
Structural BIM Technical	\$55/hr
Clerical	\$45/hr

Scheeser, Buckley, Mayfield-Mechanical, Electrical, Plumbing Engineers

Principal II	\$175/hr
Principal I	\$165/hr
Sr. Associate	\$160/hr
Associate	\$150/hr
Telecommunications Engineer	\$160/hr
Telecommunications Designer III	\$135/hr
Telecommunications Designer II	\$130/hr
Telecommunications Designer I	\$120/hr
Engineer III	\$140/hr
Engineer II	\$130/hr
Engineer I	\$120/hr

**CABARRUS COUNTY COURTHOUSE PROJECT
AIA B133 OWNER ARCHITECT AGREEMENT
EXHIBIT B - 2019 HOURLY RATES**

Engineer Trainee	\$60/hr
Designer III	\$125/hr
Designer II	\$120/hr
Designer I	\$110/hr
Clerical Manager	\$110/hr
Production Technician V	\$120/hr
Production Technician IV	\$110/hr
Production Technician III	\$105/hr
Production Technician II	\$95/hr
Production Technician I	\$85/hr
Office Support II	\$70/hr
Office Support I	\$65/hr

CABARRUS COUNTY**BOARD OF COMMISSIONERS
REGULAR MEETING****February 18, 2019
6:30 PM**

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Library - Copier Fees

BRIEF SUMMARY:

In December 2018, the County received new copiers at all facilities. All branches of the library system received new machines that will allow patrons to make copies for materials and resources from our branches. Based on the new contract, all cost associated with making copies were taken in consideration and a new fee has been established at \$.25 cents per copy (one-sided with color option). The old fee that was established in September 2006 was \$.15 for a single sided black and white copy, no color option was available.

REQUESTED ACTION:

Motion to approve the increase per the one sided copy fee to \$.25 per copy at all Library branches.

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

Emery Ortiz, Library Director
Pamela Dubois, Senior Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- Copier Fees Sept 2006

Fee Schedule for Photocopies/Printing Charges within Departments of the County
(excludes Register of Deeds Department which sets their fees based on GS 161-10 (a))

Black and White Copies

Single copy	1 cent
Duplexed copy (2 sided)	2 cents

Color Copies

Single copy	20 cents
Duplexed copy (2 sided)	40 cents

Above charges begin after 10 copies are made by an individual. The first 9 copies are waived, free of charge.

Fee Schedule for Coin-Operated Copiers at Libraries

Black and White Copies

Single copy	15 cents
Duplexed copy (2 sided)	30 cents

Adopted by BOC 9/25/2006

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

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

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Sheriff's Office - Government Services Division

BRIEF SUMMARY:

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

REQUESTED ACTION:

Motion to approve the allocation of 2 additional governmental services sworn personnel and one additional sworn Sergeant position to fulfill the needs highlighted in the summary and by the presentation provided for FY 2019-2020.

Motion to approve the temporary reallocation of the two sworn positions described until funding is established in the FY 2019-2020 budget for the requested personnel.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Chief Deputy James N. Bailey

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- GSG PPT

Cabarrus County



Sheriff's Office

Sheriff Van W. Shaw

Government Security Division

Cabarrus County



Sheriff's Office

Sheriff Van W. Shaw

Government Security Division

Purpose:

To provide for consistent and coordinated security for Cabarrus County Governmental facilities, county employees, and the citizens served at these locations.



Currently:

Cabarrus County Sheriff's Office has a full time deputy assigned to:

- Department of Human Services
- Concord Branch of the Library
- Additional 20 hours of coverage for the library each week
- A deputy is also assigned to provide security for the daily financial escort and security for the County Commissioner's meetings.
- These assignments account for approximately 7 ½ hours per week of a deputy's time.

Cabarrus County



Sheriff's Office

Sheriff Van W. Shaw

Government Security Division

Forthcoming 03/01/2019:

- The county owned parking deck in downtown Concord.
- This division will be responsible for answering calls for service in the parking deck.
- CPD will assist with any emergency calls for service.





In order to provide an enhanced level of security and law enforcement response to all county government locations, the following additional deputy positions are requested:

- (1) – Department of Human Services (Existing position)
- (2) – Concord Library (Existing position)
- (3) – Library/ Evening Officer/Financial Escort/ Other Library Branches (New Position)
- (4) – Library / DHS / Parking Deck Response & Patrol / Governmental Buildings (New Position)

Cabarrus County



Sheriff's Office

Sheriff Van W. Shaw

Government Security Division

The two additional deputies will allow for continuous coverage at the two current locations when assigned personnel are out of work due to sickness, training, or FMLA. This will allow for coverage without reducing staff on patrol.

Cabarrus County



Sheriff's Office

Sheriff Van W. Shaw

Government Security Division

Supervisory Sergeant (New Position)

- Daily Supervision of the unit and coordination of all security needs for county operations.
- The supervisor's office would be located in the front entrance area of the Sheriff's Office with video monitoring of all accessible cameras.
- This will also provide an armed law enforcement presence at the Sheriff's Office public entrance.



Additional Benefits of expansion:

- Routine presence in the Governmental Center.
 - Response to calls for service related to the parking deck during peak usage.
 - Escorts of disgruntled or terminated employees and disruptive citizens.
 - On site emergency response as needed.
 - Single point of contact for security concerns.
 - Coordinate response to threats on employees.
 - Increased focus on security concerns related to the exteriors of the county buildings in the downtown area.
- Provide for a coordinated point of contact for our county recreational park locations and their security needs.
- Alleviates the manpower issues for the civil, patrol, and community policing divisions.

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

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

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Sheriff's Office - Service Award of Duty Weapon

BRIEF SUMMARY:

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

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

REQUESTED ACTION:

Motion to declare service weapon (Sig Sauer P320 .40 cal Serial # 58A173267) as surplus property and award it to Captain Monty Sellers for a price of \$1 upon his retirement.

Motion to declare service weapon (Sig Sauer P320 .40 cal Serial # 58C352266) as surplus property and award it to Lieutenant Aaron Swinson for a price of \$1 upon his retirement.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Chief Deputy James N. Bailey
Cabarrus County Sheriff's Office

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- Receipts

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DATE 2/7/19 **RECEIPT** 353917
 RECEIVED FROM Aaron Swinson
 ADDRESS Model SIG 320
Serial # 58C352266 DOLLARS \$ 100
 FOR Firearm Purchase

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	1 00
AMOUNT PAID		CHECK	
BALANCE DUE		MONEY ORDER	

BY Anita P Jucker

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DATE 2/7/19 **RECEIPT** 353916
 RECEIVED FROM Monty Sellers
 ADDRESS Model Serial # SIG 320
Serial # 58A173267 DOLLARS \$ 100
 FOR Firearm Purchase

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	1 00
AMOUNT PAID		CHECK	
BALANCE DUE		MONEY ORDER	

BY Anita Jucker

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CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

February 18, 2019
6:30 PM

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Tax Administration - Advertisement of 2018 Delinquent Taxes

BRIEF SUMMARY:

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

2018 REAL ESTATE \$8,280,326.16

Less: Bankruptcy \$75,468.04

PTC Appeal \$0.00

TOTAL (January 28, 2019) \$8,204,858.12

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

REQUESTED ACTION:

Motion to approve the report for the 2018 outstanding tax balances that are a lien on real property and to order the Tax Administrator to advertise these liens in the Independent Tribune on March 24, 2019.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

M. David Thrift, Tax Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- ▣ Order to Advertise



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

State of North Carolina
County of Cabarrus

To: M. David Thrift, Tax Administrator of Cabarrus County

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

This order shall be a full and sufficient authority to direct, require, and enable you to advertise said tax liens in accordance with North Carolina General Statute 105-369.

Witness my hand and official seal, this 18th day of February, 2019.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

Attest:

Lauren Linker
Clerk to the Board of County Commissioners

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

February 18, 2019
6:30 PM

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Tax Administration - Refund and Release Reports - January 2019

BRIEF SUMMARY:

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

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

REQUESTED ACTION:

Motion to approve the January 2019 Refund and Release Reports as submitted, including the NCVTS Refund Report, and grant authority to the Tax Collector to process the refunds and releases.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

M. David Thrift, Tax Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- ▣ Release Refund Summary
- ▣ Release Refund Detail
- ▣ NCVTS Refund Report

Summary of Releases and Refunds for the Month Of January 2019

RELEASES FOR THE MONTH OF: JANUARY 2019

\$52,411.83

BREAKDOWN OF RELEASES:

COUNTY	\$29,910.65
CITY OF CONCORD	\$4,373.05
CITY OF KANNAPOLIS	\$16,655.34
CITY OF LOCUST	\$0.00
CITY OF STANFIELD	\$0.00
CITY OF CONCORD DOWNTOWN	\$0.00
TOWN OF HARRISBURG	\$1,180.18
TOWN OF MIDLAND	\$26.58
TOWN OF MT. PLEASANT	\$0.00
ALLEN F/D	\$4.42
COLD WATER F/D	\$19.60
ENOCHVILLE F/D	\$0.00
FLOWES STORE F/D	\$23.56
GEORGEVILLE F/D	\$0.00
GOLD HILL F/D	\$0.00
HARRISBURG F/D	\$140.75
JACKSON PARK F/D	\$0.00
MIDLAND F/D	\$14.88
MT MITCHELL F/D	\$0.00
MT PLEASANT F/D	\$58.33
NORTHEAST F/D	\$0.00
ODELL F/D	\$4.49
POPLAR TENT F/D	\$0.00
RICHFIELD F/D	\$0.00
RIMER F/D	\$0.00
KANNAPOLIS RURAL F/D	\$0.00
CONCORD RURAL F/D	\$0.00

REFUNDS FOR THE MONTH OF: JANUARY 2019

\$8,420.34

BREAKDOWN OF REFUNDS:

COUNTY	\$6,059.68
CITY OF CONCORD	\$9.92
CITY OF KANNAPOLIS	\$94.86
CITY OF LOCUST	\$0.00
CITY OF STANFIELD	\$0.00
CITY OF CONCORD DOWNTOWN	\$0.00
TOWN OF HARRISBURG	\$1,599.06
TOWN OF MIDLAND	\$0.00
TOWN OF MT. PLEASANT	\$0.00
ALLEN F/D	\$0.00
COLD WATER F/D	\$0.00
ENOCHVILLE F/D	\$0.00
FLOWES STORE F/D	\$0.00
GEORGEVILLE F/D	\$0.00
GOLD HILL F/D	\$37.46
HARRISBURG F/D	\$81.91
JACKSON PARK F/D	\$0.00
MIDLAND F/D	\$192.98
MT. MITCHELL F/D	\$76.10
MT. PLEASANT F/D	\$2.55
NORTHEAST F/D	\$0.00
ODELL F/D	\$265.82
POPLAR TENT F/D	\$0.00
RICHFIELD F/D	\$0.00
RIMER F/D	\$0.00
WINECOFF F/D	\$0.00
KANNAPOLIS RURAL F/D	\$0.00
CONCORD RURAL F/D	\$0.00

JANUARY 2019 RELEASE REPORT

Name	Bill#	Reason	District	Amount
993 LLC	2018-1114	duplication of taxes already	C ADVLTAX	3780.00
993 LLC	2018-1114	duplication of taxes already	C PEN FEE	378.00
993 LLC	2018-1114	duplication of taxes already	CI02ADVLTX	2520.00
993 LLC	2018-1114	duplication of taxes already	CI02PEN FEE	252.00
ALBRECHT JEREMY M	2018-11255	DUPLICATE TAX TO ACCT #	C ADVLTAX	22.62
ALBRECHT JEREMY M	2018-11255	DUPLICATE TAX TO ACCT #	C PEN FEE	2.26
ALBRECHT JEREMY M	2018-11255	DUPLICATE TAX TO ACCT #	CI02ADVLTX	15.08
ALBRECHT JEREMY M	2018-11255	DUPLICATE TAX TO ACCT #	CI02PEN FEE	1.51
ALLRED LARRY F	2018-12154	2018 TAX BILL IN WRONG OWNER	C ADVLTAX	40.46
ALLRED LARRY F	2018-12154	2018 TAX BILL IN WRONG OWNER	FR11ADVLTX	3.82
BAKER ALICIA MAYNOR	2019-501160	TAG TRANSFERRED, NO GAP	C ADVLTAX	18.09
BAKER ALICIA MAYNOR	2019-501160	TAG TRANSFERRED, NO GAP	CI02ADVLTX	12.06
BALIE KIMBERLY JACKSON	2019-501068	VEHICLE WAS REGISTERED IN	C ADVLTAX	33.21
BALIE KIMBERLY JACKSON	2019-501068	VEHICLE WAS REGISTERED IN	CI02ADVLTX	22.14
BLACKWELDER DOROTHY ELAINE	2018-18858	VEHICLE WAS TAGGED AND BILLED	C ADVLTAX	31.57
BLACKWELDER DOROTHY ELAINE	2018-18858	VEHICLE WAS TAGGED AND BILLED	CI02ADVLTX	21.05
BOSTIC LORA JEAN	2010-17684		C GARNFEE	60.00
BRADBURY AMANDA JO	2012-19632	BN KATHRYN L BRINGLE CHAPTER	C ADVLINT	34.14
BRADBURY AMANDA JO	2013-19686	BN KATHRYN L BRINGLE CHAPTER	C ADVLINT	34.14
BRADBURY AMANDA JO	2014-19933	BN KATHRYN L BRINGLE CHAPTER	C ADVLINT	34.14
BRADBURY AMANDA JO	2015-20180	BN KATHRYN L BRINGLE CHAPTER	C ADVLINT	34.14
BRADBURY AMANDA JO	2016-20408	BN KATHRYN L BRINGLE CHAPTER	C ADVLINT	34.14
BRADBURY AMANDA JO	2017-20564	BN KATHRYN L BRINGLE CHAPTER	C ADVLINT	34.14
BYRD JOAN M	2018-23425	BOAT WAS SOLD IN 2017 PER	C ADVLTAX	68.69
BYRD JOAN M	2018-23425	BOAT WAS SOLD IN 2017 PER	C PEN FEE	6.87
BYRD JOAN M	2018-23425	BOAT WAS SOLD IN 2017 PER	CI02ADVLTX	45.79
BYRD JOAN M	2018-23425	BOAT WAS SOLD IN 2017 PER	CI02PEN FEE	4.58
CANNON JAMES WILLIAM	2018-24465		C GARNFEE	60.00
CARSON BILLY GENE	2019-501860	CONTINUOUS TAG TRANSFER, NO	C ADVLTAX	30.65
CARSON BILLY GENE	2019-501860	CONTINUOUS TAG TRANSFER, NO	CI01ADVLTX	15.11
CARTRETT BERRY JAYE	2016-25420	RELEASE BA FEE-NO ACCOUNT	C GARNFEE	60.00
CHAVIS LOUIE W	2014-25947	Releasing \$1680 from Cleglfee	C LEGLFEE	1680.00
CHILDRESS OREN TYLER	2014-26185	No funds released per Dept of	C GARNFEE	60.00
CITY OF KANNAPOLIS	2018-27579	EXEMPT CODE R SHOULD HAVE	C ADVLTAX	16707.10
CITY OF KANNAPOLIS	2018-27579	EXEMPT CODE R SHOULD HAVE	CI04ADVLTX	14618.71
CITY OF KANNAPOLIS	2018-27578	EXEMPT CODE R SHOULD HAVE	C ADVLTAX	2136.17
CITY OF KANNAPOLIS	2018-27578	EXEMPT CODE R SHOULD HAVE	CI04ADVLTX	1869.15
CLAY TED E & CARLA M	2018-27936	BOAT IS STORED IN MONTGOMERY	C ADVLTAX	106.13
CLAY TED E & CARLA M	2018-27936	BOAT IS STORED IN MONTGOMERY	CI02ADVLTX	70.75
EVOLUTION FITNESS OF CONCORD	2018-956	BUSINESS OPERATIONS DIDNT	C ADVLTAX	102.90
EVOLUTION FITNESS OF CONCORD	2018-956	BUSINESS OPERATIONS DIDNT	C PEN FEE	20.58
EVOLUTION FITNESS OF CONCORD	2018-956	BUSINESS OPERATIONS DIDNT	CI02ADVLTX	70.56
EVOLUTION FITNESS OF CONCORD	2018-956	BUSINESS OPERATIONS DIDNT	CI02PEN FEE	14.11
EVOLUTION FITNESS OF CONCORD	2018-957	BUSINESS OPERATIONS DIDNT	C ADVLTAX	116.90
EVOLUTION FITNESS OF CONCORD	2018-957	BUSINESS OPERATIONS DIDNT	C PEN FEE	35.07
EVOLUTION FITNESS OF CONCORD	2018-957	BUSINESS OPERATIONS DIDNT	CI02ADVLTX	80.16
EVOLUTION FITNESS OF CONCORD	2018-957	BUSINESS OPERATIONS DIDNT	CI02PEN FEE	24.05
EVOLUTION FITNESS OF CONCORD	2018-958	BUSINESS OPERATIONS DIDNT	C ADVLTAX	129.50
EVOLUTION FITNESS OF CONCORD	2018-958	BUSINESS OPERATIONS DIDNT	C PEN FEE	51.80
EVOLUTION FITNESS OF CONCORD	2018-958	BUSINESS OPERATIONS DIDNT	CI02ADVLTX	88.80
EVOLUTION FITNESS OF CONCORD	2018-958	BUSINESS OPERATIONS DIDNT	CI02PEN FEE	35.52
FORD ANGELA ESTELLE	2017-40033		C GARNFEE	21.92
FRANCE WILLIAM CARTER	2018-40835	2011 & 2014 HONDA TAGGED IN	C ADVLTAX	175.98
FRANCE WILLIAM CARTER	2018-40835	2011 & 2014 HONDA TAGGED IN	CI02ADVLTX	117.32
GASTON MICHELLE FORTUNE	2019-500525	TAG TRANSFERRED, NO GAP	C ADVLTAX	3.88
GASTON MICHELLE FORTUNE	2019-500525	TAG TRANSFERRED, NO GAP	CI02ADVLTX	2.59
GRAHAM LONNIE E	2018-44757	BOAT IS KEPT AND TAXED IN	C ADVLTAX	46.87
GRAHAM LONNIE E	2018-44757	BOAT IS KEPT AND TAXED IN	C PEN FEE	4.69
GRAHAM LONNIE E	2018-44757	BOAT IS KEPT AND TAXED IN	CI02ADVLTX	31.25
GRAHAM LONNIE E	2018-44757	BOAT IS KEPT AND TAXED IN	CI02PEN FEE	3.13
GRIFFIN BRIAN PARKS	2018-45602	PARTIAL RELEASE, 2 PROPERTIES	C ADVLTAX	19.19
GRIFFIN BRIAN PARKS	2018-45602	PARTIAL RELEASE, 2 PROPERTIES	C PEN FEE	1.92
GRIFFIN BRIAN PARKS	2018-45602	PARTIAL RELEASE, 2 PROPERTIES	CI02ADVLTX	12.79
GRIFFIN BRIAN PARKS	2018-45602	PARTIAL RELEASE, 2 PROPERTIES	CI02PEN FEE	1.28
HAMMILL RICHARD D	2018-47280	WATERCRAFT DONATED - REMOVE	C ADVLTAX	21.01
HAMMILL RICHARD D	2018-47280	WATERCRAFT DONATED - REMOVE	FR04ADVLTX	2.19
HARTSELL ROBERT GREEN JR	2017-48530	GR RTN'D BY NC DEPT OF STATE	C GARNFEE	60.00
HARTSELL VERNA MAE	2016-47977		C GARNFEE	-60.00
HATCHER SHELIA E	2018-48976	RELEASE CLEANUP FEE PER CITY	CI04DEMOfEE	296.50
HOLMES JONATHAN	2019-501378	VALUE ADJUSTMENT DUE TO TOTAL	C ADVLTAX	19.40
HOLMES JONATHAN	2019-501378	VALUE ADJUSTMENT DUE TO TOTAL	FR07ADVLTX	4.04
HUDSON JERRY WAYNE II	2017-53223		C GARNFEE	60.00
KOCAMAN MUSTAFA	2019-501351	UTL GAP IN DMV SYSTEM,	C ADVLTAX	27.94
KOCAMAN MUSTAFA	2019-501351	UTL GAP IN DMV SYSTEM,	CI02ADVLTX	18.62
KULKARNI DATTATREYA	2019-502005	VEHICLE REGISTERED IN TEXAS	C ADVLTAX	21.82
KULKARNI DATTATREYA	2019-502005	VEHICLE REGISTERED IN TEXAS	CI02ADVLTX	14.54
LEAF CAPITAL FUNDING LLC	2018-61516	TP PROVED DISPOSAL OF ASSETS,	C ADVLTAX	16.56
LEAF CAPITAL FUNDING LLC	2018-61516	TP PROVED DISPOSAL OF ASSETS,	CI04ADVLTX	14.49
MARTA PATRICIA GAUTHIER	2019-500837	RELEASING 19 MONTHS OF GAP	C ADVLTAX	62.04
MARTA PATRICIA GAUTHIER	2019-500837	RELEASING 19 MONTHS OF GAP	CI02ADVLTX	41.36
MARTA PATRICIA GAUTHIER	2019-500837	RELEASING REMAINING PORTION,	C ADVLTAX	121.88
MARTA PATRICIA GAUTHIER	2019-500837	RELEASING REMAINING PORTION,	CI02ADVLTX	81.26
MAZZO MARK M	2018-67248	VEHICLES ADDED FROM DMV IN	C ADVLTAX	12.51
MAZZO MARK M	2018-67248	VEHICLES ADDED FROM DMV IN	C PEN FEE	1.25
MAZZO MARK M	2018-67248	VEHICLES ADDED FROM DMV IN	CI02ADVLTX	8.34
MAZZO MARK M	2018-67248	VEHICLES ADDED FROM DMV IN	CI02PEN FEE	0.83
MCPHERSON TERRY W	2018-68980	RELEASING VALUE OF CAROLINA	C ADVLTAX	112.61

MCPHERSON TERRY W	2018-68980	RELEASING VALUE OF CAROLINA	FR05ADVLTX	12.51
MERCHANT'S INC	2011-410411	NC DEPT OF TREASURY sent tax	C GARNFEE	60.00
NEWTON DONALD LEE SR	2018-74996	RELEASING VALUE OF 2015	C ADVLTX	235.13
NEWTON DONALD LEE SR	2018-74996	RELEASING VALUE OF 2015	FR03ADVLTX	19.60
ORLANDO ANDREA	2017-76116		C GARNFEE	60.00
PEPPER DINING INC	2018-78948	EVIDENCE OF TIMELY FILING,	C PEN FEE	226.09
PEPPER DINING INC	2018-78948	EVIDENCE OF TIMELY FILING,	CI02PEN FEE	150.73
PROPHET FLOYD EUGENE	2019-501928	RELEASE GAP BILL \$2380 DMV	C ADVLTX	17.14
PROPHET FLOYD EUGENE	2019-501928	RELEASE GAP BILL \$2380 DMV	CI04ADVLTX	14.99
RAGAN-EMBLER BUILDERS INC	2018-82774	business closed 12/2017	C ADVLTX	256.98
RAGAN-EMBLER BUILDERS INC	2018-82774	business closed 12/2017	C PEN FEE	25.70
RAGAN-EMBLER BUILDERS INC	2018-82774	business closed 12/2017	FR14ADVLTX	21.42
RAGAN-EMBLER BUILDERS INC	2018-82774	business closed 12/2017	FR14PEN FEE	2.14
RAMDEEN RUDOLPH J	2017-82266	Release advertisement fee	C ADVTFEE	1.50
RAMDEEN RUDOLPH J	2017-82259	Release advertisement fee	C ADVTFEE	1.50
ROSTONSKI EDMUND G &	2018-86670	BOAT SOLD ON 2017	C ADVLTX	23.54
ROSTONSKI EDMUND G &	2018-86670	BOAT SOLD ON 2017	C PEN FEE	2.35
ROSTONSKI EDMUND G &	2018-86670	BOAT SOLD ON 2017	CI02ADVLTX	15.70
ROSTONSKI EDMUND G &	2018-86670	BOAT SOLD ON 2017	CI02PEN FEE	1.57
ROY EDWIN E JR	2018-86858	PMT RECEIVED BEFORE GR	C GARNFEE	60.00
RUSSELL CURNESS PIERRE	2018-87282	VEHICLE TAGGED 4/25/2017 -	C ADVLTX	19.37
RUSSELL CURNESS PIERRE	2018-87282	VEHICLE TAGGED 4/25/2017 -	C PEN FEE	1.94
RUSSELL CURNESS PIERRE	2018-87282	VEHICLE TAGGED 4/25/2017 -	FR05ADVLTX	2.15
RUSSELL CURNESS PIERRE	2018-87282	VEHICLE TAGGED 4/25/2017 -	FR05PEN FEE	0.22
SADDLE CREEK TRANSPORTATION	2018-834	INCORRECT DUE DATE ON	C ADVLTX	2362.95
SADDLE CREEK TRANSPORTATION	2018-834	INCORRECT DUE DATE ON	CI01ADVLTX	1165.07
SANDOVAL JANNET BENITEZ	2016-410442		C GARNFEE	60.00
SEE THE MATRIX INCORPORATED	2018-1464	RELEASINGTO DISCOVER	C ADVLTX	319.99
SEE THE MATRIX INCORPORATED	2018-1464	RELEASINGTO DISCOVER	C PEN FEE	32.00
SEE THE MATRIX INCORPORATED	2018-1464	RELEASINGTO DISCOVER	CI02ADVLTX	213.33
SEE THE MATRIX INCORPORATED	2018-1464	RELEASINGTO DISCOVER	CI02PEN FEE	21.33
SNOW KATHERINE ELIZABETH	2019-501679	UTL GAP IN NCVTS/STARS	C ADVLTX	5.13
SNOW KATHERINE ELIZABETH	2019-501679	UTL GAP IN NCVTS/STARS	CI02ADVLTX	3.42
SPELKER CATHY	2014-410419		C GARNFEE	60.00
SUB-2 INC	2018-95955	DUPLICATE TAX - LISTED UNDER	C ADVLTX	332.99
SUB-2 INC	2018-95955	DUPLICATE TAX - LISTED UNDER	C PEN FEE	33.30
SUB-2 INC	2018-95955	DUPLICATE TAX - LISTED UNDER	CI02ADVLTX	222.00
SUB-2 INC	2018-95955	DUPLICATE TAX - LISTED UNDER	CI02PEN FEE	22.20
TALBERT PAIGE HOWARD	2018-96995		C GARNFEE	60.00
TARTAMELLA RYAN MATTHEW	2019-501380	TP PROVIDED EVIDENCE OF OUT	C ADVLTX	166.95
TARTAMELLA RYAN MATTHEW	2019-501380	TP PROVIDED EVIDENCE OF OUT	CI02ADVLTX	111.30
THOMPSON PERRY A	2018-98533	VEHICLE NOT IN CABCO FOR TAX	C ADVLTX	19.53
THOMPSON PERRY A	2018-98533	VEHICLE NOT IN CABCO FOR TAX	C PEN FEE	1.95
THOMPSON PERRY A	2018-98533	VEHICLE NOT IN CABCO FOR TAX	FR04ADVLTX	2.03
THOMPSON PERRY A	2018-98533	VEHICLE NOT IN CABCO FOR TAX	FR04PEN FEE	0.20
TUCKER ROBERT BRADLEY	2019-500899	NO GAP FOR THIS TP. VEHICLE	C ADVLTX	95.70
TUCKER ROBERT BRADLEY	2019-500899	NO GAP FOR THIS TP. VEHICLE	CI06ADVLTX	26.58
US UNDERGROUND	2018-1403	ADJUSTING VALUE PER TP APPEAL	C ADVLTX	25.56
US UNDERGROUND	2018-1403	ADJUSTING VALUE PER TP APPEAL	C PEN FEE	2.56
US UNDERGROUND	2018-1403	ADJUSTING VALUE PER TP APPEAL	FR16ADVLTX	3.66
US UNDERGROUND	2018-1403	ADJUSTING VALUE PER TP APPEAL	FR16PEN FEE	0.37
US UNDERGROUND	2018-1404	ADJUSTING VALUE PER TP APPEAL	C ADVLTX	49.35
US UNDERGROUND	2018-1404	ADJUSTING VALUE PER TP APPEAL	C PEN FEE	9.87
US UNDERGROUND	2018-1404	ADJUSTING VALUE PER TP APPEAL	FR16ADVLTX	7.26
US UNDERGROUND	2018-1404	ADJUSTING VALUE PER TP APPEAL	FR16PEN FEE	1.45
US UNDERGROUND	2018-1405	ADJUSTING VALUE PER TP APPEAL	C ADVLTX	71.03
US UNDERGROUND	2018-1405	ADJUSTING VALUE PER TP APPEAL	C PEN FEE	21.31
US UNDERGROUND	2018-1405	ADJUSTING VALUE PER TP APPEAL	FR16ADVLTX	10.45
US UNDERGROUND	2018-1405	ADJUSTING VALUE PER TP APPEAL	FR16PEN FEE	3.14
US UNDERGROUND	2018-1406	ADJUSTING VALUE PER TP APPEAL	C ADVLTX	79.79
US UNDERGROUND	2018-1406	ADJUSTING VALUE PER TP APPEAL	C PEN FEE	31.91
US UNDERGROUND	2018-1406	ADJUSTING VALUE PER TP APPEAL	FR16ADVLTX	11.74
US UNDERGROUND	2018-1406	ADJUSTING VALUE PER TP APPEAL	FR16PEN FEE	4.69
US UNDERGROUND	2018-1407	ADJUSTING VALUE PER TP APPEAL	C ADVLTX	87.57
US UNDERGROUND	2018-1407	ADJUSTING VALUE PER TP APPEAL	C PEN FEE	43.78
US UNDERGROUND	2018-1407	ADJUSTING VALUE PER TP APPEAL	FR16ADVLTX	10.38
US UNDERGROUND	2018-1407	ADJUSTING VALUE PER TP APPEAL	FR16PEN FEE	5.19
VENTURE CHURCH OF HARRISBURG	2018-101729	RELEASE OF VALUE PER PPWK	C ADVLTX	2740.46
VENTURE CHURCH OF HARRISBURG	2018-101729	RELEASE OF VALUE PER PPWK	CI01ADVLTX	1351.20
VENTURE CHURCH OF HARRISBURG	2018-101729		C ADVLTX	-2740.46
VENTURE CHURCH OF HARRISBURG	2018-101729		CI01ADVLTX	-1351.20
WALLACE ENGINES LLC	2018-581	refer to comment on bill	C ADVLTX	596.56
WALLACE ENGINES LLC	2018-581	refer to comment on bill	C PEN FEE	59.66
WALLACE ENGINES LLC	2018-581	refer to comment on bill	FR07ADVLTX	124.28
WALLACE ENGINES LLC	2018-581	refer to comment on bill	FR07PEN FEE	12.43
WEST TREMAYNE	2018-104454	2013 DODGE WAS TRADED-IN ON	C ADVLTX	123.90
WEST TREMAYNE	2018-104454	2013 DODGE WAS TRADED-IN ON	C PEN FEE	12.39
WEST TREMAYNE	2018-104454	2013 DODGE WAS TRADED-IN ON	CI04ADVLTX	108.41
WEST TREMAYNE	2018-104454	2013 DODGE WAS TRADED-IN ON	CI04PEN FEE	10.84
WILKINSON JIMMY R	2018-105852	DUPLICATE TAC OF TRAILERS	C ADVLTX	6.48
WILKINSON JIMMY R	2018-105852	DUPLICATE TAC OF TRAILERS	C PEN FEE	0.65
WILKINSON JIMMY R	2018-105852	DUPLICATE TAC OF TRAILERS	FR11ADVLTX	0.61
WILKINSON JIMMY R	2018-105852	DUPLICATE TAC OF TRAILERS	FR11PEN FEE	0.06
WILLIS WILLIAM JOSEPH	2019-501087	PLATE TRANSFERED - NO GAP	C ADVLTX	21.43
WILLIS WILLIAM JOSEPH	2019-501087	PLATE TRANSFERED - NO GAP	CI04ADVLTX	18.75



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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
AKINDAHUNSI, MOJISOLA MUSILIMAT	AKINDAHUNSI, MOJISOLA MUSILIMAT	AKINDAHUNSI, YETUNDE OLUFUNMIBI	13501 CULP RD	GOLD HILL, NC 28071	Proration	0014317800	YWE8721	PENDING	99669258	Refund Generated due to proration on Bill #0014317800-2017-2017-0000-00	Reg. Out of state	01/22/2019	C ADVL	Tax	(\$13.42)	\$0.00	(\$13.42)
													FR15ADVL	Tax	(\$2.43)	\$0.00	(\$2.43)
													Refund		\$15.85		
ATKINSON, GEORGIANNA	ATKINSON, GEORGIANNA		586 HARRISON DR NW	CONCORD, NC 28027	Proration	0009223909	YNL2169	PENDING	148894173	Refund Generated due to proration on Bill #0009223909-2017-2017-0000-00	Vehicle Sold	01/11/2019	C ADVL	Tax	(\$17.15)	\$0.00	(\$17.15)
													CI02ADVL	Tax	(\$11.76)	\$0.00	(\$11.76)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund		\$28.91		
AUER, JENNIFER LYNN	AUER, JENNIFER LYNN		3605 CENTERGROVE ROAD	CONCORD, NC 28025	Adjustment < \$100	0045236464	CL15141	PENDING	198170632	Refund Generated due to adjustment on Bill #0045236464-2018-2018-0000	Situation error	01/08/2019	C ADVL	Tax	\$0.00	\$0.00	\$0.00
													CI02ADVL	Tax	(\$34.90)	\$0.00	(\$34.90)
													CI02ADVL	Vehicle Fee	(\$15.00)	\$0.00	(\$15.00)
													FR09ADVL	Tax	\$6.01	\$0.00	\$6.01
													Refund		\$43.89		
BAGHALZADEH, NATALIE	BAGHALZADEH, NATALIE		1086 BURNING EMBERS LN	CONCORD, NC 28025	Proration	0037648007	EEK6929	PENDING	148183836	Refund Generated due to proration on Bill #0037648007-2017-2017-0000-00	Vehicle Sold	01/02/2019	C ADVL	Tax	(\$146.75)	\$0.00	(\$146.75)
													CI02ADVL	Tax	(\$100.63)	\$0.00	(\$100.63)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund		\$247.38		
BARKAT, SHAHNAZ	BARKAT, SHAHNAZ		4580 OSPREY RUN CT	DENVER, NC 28037	Proration	0042223009	FEH3120	PENDING	148530519	Refund Generated due to proration on Bill #0042223009-2017-2017-0000-00	Vehicle Sold	01/07/2019	C ADVL	Tax	(\$44.73)	\$0.00	(\$44.73)
													FR19ADVL	Tax	(\$8.40)	\$0.00	(\$8.40)
													CI01ADVL	Tax	(\$10.13)	\$0.00	(\$10.13)
													Refund		\$63.26		
BASINGER, JORDAN KEITH	BASINGER, JORDAN KEITH	BYRD, SUSAN ELLEN	3578 LARKHAVEN AVE SW	CONCORD, NC 28027	Proration	0037458119	EKW6843	PENDING	149189364	Refund Generated due to proration on Bill #0037458119-2017-2017-0000-00	Vehicle Sold	01/16/2019	C ADVL	Tax	(\$84.52)	(\$4.51)	(\$89.03)
													CI02ADVL	Tax	(\$57.96)	(\$2.61)	(\$60.57)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund		\$149.60		
BEITER, NICHOLAS SCOTT	BEITER, NICHOLAS SCOTT		7857 FOXCROFT LN	CHARLOTTE, NC 28213	Adjustment < \$100	0045870777	FLE7064	PENDING	198170640	Refund Generated due to adjustment on Bill #0045870777-2018-2018-0000	Situation error	01/08/2019	C ADVL	Tax	\$0.00	\$0.00	\$0.00
													CI02ADVL	Tax	(\$63.31)	\$0.00	(\$63.31)
													CI02ADVL	Vehicle Fee	(\$15.00)	\$0.00	(\$15.00)
													CI01ADVL	Tax	\$46.82	\$0.00	\$46.82
													Refund		\$31.49		
BELK, SAMANTHA MOIR	BELK, SAMANTHA MOIR		6182 BLUE CROWN CT	KANNAPOLIS, NC 28081	Proration	0042965809	FAF2822	PENDING	150191766	Refund Generated due to proration on Bill #0042965809-2017-2017-0000-00	Vehicle Sold	01/30/2019	C ADVL	Tax	(\$202.86)	\$0.00	(\$202.86)
													CI04ADVL	Tax	(\$182.57)	\$0.00	(\$182.57)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund		\$385.43		
BENTLEY, WENDY CARNEY	BENTLEY, WENDY CARNEY		1023 MONITOR CT	CONCORD, NC 28027	Proration	0042001346	DIVEBP	PENDING	148894290	Refund Generated due to proration on Bill #0042001346-2017-2017-0000-00	Vehicle Sold	01/11/2019	C ADVL	Tax	(\$1.75)	\$0.00	(\$1.75)
													CI02ADVL	Tax	(\$1.20)	\$0.00	(\$1.20)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund		\$2.95		
BETZ, RAY OLEN	BETZ, RAY OLEN		5375 BEDFORDSHIRE AVE	HARRISBURG, NC 28075	Proration	0032365416	HA2878	PENDING	149104443	Refund Generated due to proration on Bill #0032365416-2017-2017-0000-00	Vehicle Sold	01/15/2019	C ADVL	Tax	(\$146.86)	\$0.00	(\$146.86)
													FR19ADVL	Tax	(\$27.59)	\$0.00	(\$27.59)
													CI01ADVL	Tax	(\$33.25)	\$0.00	(\$33.25)
													Refund		\$207.70		
BRESETT, RONALD WAYNE	BRESETT, RONALD WAYNE		5319 TANBARK LN	KANNAPOLIS, NC 28083	Proration	0000853230	YPK3040	PENDING	99798050	Refund Generated due to proration on Bill #0000853230-2017-2017-0000-00	Vehicle Sold	01/24/2019	C ADVL	Tax	(\$32.34)	\$0.00	(\$32.34)
													FR08ADVL	Tax	(\$3.14)	\$0.00	(\$3.14)
													Refund		\$35.48		
BUI, DUNG TRUNG	BUI, DUNG TRUNG		3611 EVA DR NW	CONCORD, NC 28027	Proration	0033951098	EFD1091	PENDING	149607585	Refund Generated due to proration on Bill #0033951098-2018-2018-0000-00	Vehicle Sold	01/23/2019	C ADVL	Tax	(\$45.73)	\$0.00	(\$45.73)
													CI02ADVL	Tax	(\$30.49)	\$0.00	(\$30.49)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund		\$76.22		
BUNN, PATRICK WILLIAM	BUNN, PATRICK WILLIAM		1513 OAKSHADE AVE	KANNAPOLIS, NC 28083	Proration	0029322825	PAT9041	PENDING	148894233	Refund Generated due to proration on Bill #0029322825-2018-2018-0000-00	Vehicle Sold	01/11/2019	C ADVL	Tax	(\$5.28)	\$0.00	(\$5.28)
													CI04ADVL	Tax	(\$4.62)	\$0.00	(\$4.62)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund		\$9.90		
CAMPBELL, NORMAN LESTER	CAMPBELL, NORMAN LESTER		311 ROBERTA RD SW	CONCORD, NC 28027	Proration	0046085752	FLE4635	PENDING	149946789	Refund Generated due to proration on Bill #0046085752-2018-2018-0000-00	Vehicle Sold	01/28/2019	C ADVL	Tax	(\$28.58)	\$0.00	(\$28.58)
													CI02ADVL	Tax	(\$19.06)	\$0.00	(\$19.06)
													CI02ADVL	Vehicle Fee	(\$15.00)	\$0.00	(\$15.00)
													Refund		\$62.64		
CANNON, VOQUES DEMARIO	CANNON, VOQUES DEMARIO		350 COURTLAND CT	KANNAPOLIS, NC 28081	Proration	0026597303	DHX2770	PENDING	148894515	Refund Generated due to proration on Bill #0026597303-2017-2017-0000-00	Vehicle Sold	01/11/2019	C ADVL	Tax	(\$16.62)	\$0.00	(\$16.62)
													CI04ADVL	Tax	(\$14.96)	\$0.00	(\$14.96)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund		\$31.58		
CAREY, RONALD BENSON JR	CAREY, RONALD BENSON JR		1910 SEQUOIA HILLS DR	HARRISBURG, NC 28075	Proration	0021128033	EJ1099	PENDING	99515880	Refund Generated due to proration on Bill #0021128033-2017-2017-0000-00	Vehicle Sold	01/17/2019	C ADVL	Tax	(\$77.38)	\$0.00	(\$77.38)
													FR07ADVL	Tax	(\$14.53)	\$0.00	(\$14.53)
													Refund		\$91.91		



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CARRIKER, EMILY MICHELLE	CARRIKER, EMILY MICHELLE	CARRIKER, RANDOLPH BAKER JR	7985 COTTON ST	HARRISBURG, NC 28075	Proration	0018014226	MZS9644	PENDING	149607672	Refund Generated due to proration on Bill #0018014226-2017-2017-0000-00	Vehicle Totalled	01/23/2019	C ADVL	Tax	(\$9.52)	\$0.00	(\$9.52)
													FR19ADVL	Tax	(\$1.79)	\$0.00	(\$1.79)
													C101ADVL	Tax	(\$2.15)	\$0.00	(\$2.15)
													Refund			\$13.46	
CLAYTON, MARK CHRISTOPHER	CLAYTON, MARK CHRISTOPHER		3611 COURAGE CT SW	CONCORD, NC 28027	Proration	0030839430	BLM3500	PENDING	150322320	Refund Generated due to proration on Bill #0030839430-2017-2017-0000-00	Vehicle Sold	01/31/2019	C ADVL	Tax	(\$22.33)	\$0.00	(\$22.33)
													C102ADVL	Tax	(\$15.31)	\$0.00	(\$15.31)
													C102ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$37.64	
CLEMENT, SANDRA SATTERFIELD	CLEMENT, SANDRA SATTERFIELD		8551 WALNUT ST	MOUNT PLEASANT, NC 28124	Proration	0040005519	XWF3282	PENDING	99568548	Refund Generated due to proration on Bill #0040005519-2017-	Vehicle Totalled	01/18/2019	C ADVL	Tax	(\$13.33)	\$0.00	(\$13.33)
													C103ADVL	Tax	(\$9.62)	\$0.00	(\$9.62)
													Refund			\$22.95	
													C ADVL	Tax	(\$140.43)	\$0.00	(\$140.43)
COLEY, SUZANNE POOLE	COLEY, SUZANNE POOLE		1937 THOMPSON DR	CONCORD, NC 28025	Proration	0032921782	DKK8743	PENDING	99402850	Refund Generated due to proration on Bill #0032921782-2018-	Vehicle Sold	01/15/2019	FR03ADVL	Tax	(\$11.70)	\$0.00	(\$11.70)
													Refund			\$152.13	
													C ADVL	Tax	(\$70.44)	(\$3.80)	(\$74.24)
													C102ADVL	Tax	(\$46.96)	(\$2.07)	(\$49.03)
COOK, SHERITA	COOK, SHERITA		527 HENRY ST	ROCKVILLE CENTER, NY 11570	Proration	0039622823	FBE8621	PENDING	150322755	Refund Generated due to proration on Bill #0039622823-2018-2018-0000-00	Vehicle Totalled	01/31/2019	C102ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$123.27	
													C ADVL	Tax	(\$59.33)	\$0.00	(\$59.33)
													C102ADVL	Tax	(\$39.55)	\$0.00	(\$39.55)
COSGRIFF, CRAIG MICHAEL	COSGRIFF, CRAIG MICHAEL		3974 MORRIS BURN DR SW	CONCORD, NC 28027	Proration	0000882709	ZZY2622	PENDING	148894122	Refund Generated due to proration on Bill #0000882709-2018-2018-0000-00	Vehicle Sold	01/11/2019	C102ADVL	Vehicle Fee	(\$15.00)	\$0.00	(\$15.00)
													Refund			\$113.88	
													C ADVL	Tax	(\$185.23)	\$0.00	(\$185.23)
													C101ADVL	Tax	(\$91.33)	\$0.00	(\$91.33)
COTELL, ALTYN MEREDOVNA	COTELL, ALTYN MEREDOVNA		7955 DELL DR	HARRISBURG, NC 28075	Proration	0044755682	FKA9704	PENDING	100215318	Refund Generated due to proration on Bill #0044755682-2018-	Vehicle Sold	01/31/2019	Refund			\$276.56	
													C ADVL	Tax	(\$3.36)	\$0.00	(\$3.36)
													C102ADVL	Tax	(\$2.30)	\$0.00	(\$2.30)
													C102ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
CRAWSON, COREY LEVI	CRAWSON, COREY LEVI		312 ROSEMONT AVE SE	CONCORD, NC 28025	Proration	0025435215	DEF8387	PENDING	150322596	Refund Generated due to proration on Bill #0025435215-2017-2017-0000-00	Vehicle Sold	01/31/2019	C ADVL	Tax	(\$30.87)	(\$2.63)	(\$33.50)
													C102ADVL	Tax	(\$21.17)	(\$1.15)	(\$22.32)
													C102ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$55.82	
CRAWSON, ERIC ALVIN	CRAWSON, ERIC ALVIN		312 ROSEMONT AVE SE	CONCORD, NC 28025	Proration	0018027734	ADM6754	PENDING	150322581	Refund Generated due to proration on Bill #0018027734-2017-2017-0000-00	Vehicle Sold	01/31/2019	C ADVL	Tax	(\$9.86)	\$0.00	(\$9.86)
													C102ADVL	Tax	(\$6.76)	\$0.00	(\$6.76)
													C102ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$16.62	
CRISP, KIMBERLY LORRAINE	CRISP, KIMBERLY LORRAINE		3290 RUNNEYMEDE ST SW	CONCORD, NC 28027	Proration	0038017083	ECV2099	PENDING	149791143	Refund Generated due to proration on Bill #0038017083-2017-2017-0000-00	Vehicle Sold	01/25/2019	C ADVL	Tax	(\$6.44)	\$0.00	(\$6.44)
													FR16ADVL	Tax	(\$0.95)	\$0.00	(\$0.95)
													Refund			\$7.39	
													C ADVL	Tax	(\$103.68)	\$0.00	(\$103.68)
CROWELL, VANN FRANKLIN	CROWELL, VANN FRANKLIN		2294 MUNSEN RD	CONCORD, NC 28025	Proration	0014313217	WZL7375	PENDING	100215216	Refund Generated due to proration on Bill #0014313217-2017-	Vehicle Sold	01/31/2019	C102ADVL	Tax	(\$69.12)	\$0.00	(\$69.12)
													C102ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$172.80	
													C ADVL	Tax	(\$57.13)	\$0.00	(\$57.13)
CURRIN, ALLIE KAY	CURRIN, ALLIE KAY		627 ABINGTON DR NE	CONCORD, NC 28025	Adjustment >= \$100	0046013687	64655	PENDING	150322359	Refund Generated due to adjustment on Bill #0046013687-2018-2018-0000-00	Adjustment	01/31/2019	C ADVL	Tax	(\$4.65)	\$0.00	(\$4.65)
													C104ADVL	Tax	(\$4.19)	\$0.00	(\$4.19)
													C104ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$8.84	
DAMICO, KIMBERLY BEASLEY	DAMICO, KIMBERLY BEASLEY		2727 TYNDALL DR NW	CONCORD, NC 28027	Proration	0044792734	FJN3372	PENDING	148628169	Refund Generated due to proration on Bill #0044792734-2018-2018-0000-00	Vehicle Sold	01/08/2019	C ADVL	Tax	(\$13.21)	\$0.00	(\$13.21)
													C104ADVL	Tax	(\$11.89)	\$0.00	(\$11.89)
													C104ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$25.10	
DANCY, ROXANNE YVETTE	DANCY, ROXANNE YVETTE	DAVIS, TYRONE	3007 DONEGAL DR	KANNAPOLIS, NC 28081	Proration	0036170381	CFV5863	PENDING	149189124	Refund Generated due to proration on Bill #0036170381-2017-2017-0000-00	Vehicle Sold	01/16/2019	C ADVL	Tax	(\$43.21)	\$0.00	(\$43.21)
													FR19ADVL	Tax	(\$8.12)	\$0.00	(\$8.12)
													C101ADVL	Tax	(\$9.79)	\$0.00	(\$9.79)
													Refund			\$61.12	
DANCY, ROXANNE YVETTE	DANCY, ROXANNE YVETTE		3007 DONEGAL DR	KANNAPOLIS, NC 28081	Proration	0036170381	CFV5863	PENDING	149189124	Refund Generated due to proration on Bill #0036170381-2017-2017-0000-00	Vehicle Sold	01/16/2019	C ADVL	Tax	(\$5.55)	\$0.00	(\$5.55)
													C102ADVL	Tax	(\$3.81)	\$0.00	(\$3.81)
													C102ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$61.12	
DAY, JEROME ALAN	DAY, JEROME ALAN	DAY, VIRGINIA ANN	4824 ANNELEISE DR	HARRISBURG, NC 28075	Proration	0000776903	AFX9283	PENDING	149105037	Refund Generated due to proration on Bill #0000776903-2017-2017-0000-00	Vehicle Totalled	01/15/2019	C ADVL	Tax	(\$43.21)	\$0.00	(\$43.21)
													FR19ADVL	Tax	(\$8.12)	\$0.00	(\$8.12)
													C101ADVL	Tax	(\$9.79)	\$0.00	(\$9.79)
													Refund			\$61.12	
DENNIS, PAMELA BROWN	DENNIS, PAMELA BROWN		51 EDGEWOOD AVE NE	CONCORD, NC 28025	Proration	0008709175	XVE7269	PENDING	149946696	Refund Generated due to proration on Bill #0008709175-2017-	Vehicle Sold	01/28/2019	C ADVL	Tax	(\$5.55)	\$0.00	(\$5.55)
													C102ADVL	Tax	(\$3.81)	\$0.00	(\$3.81)
													C102ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$61.12	



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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change									
DOBS, JEFFREY ALLAN	DOBS, JEFFREY ALLAN		6300 FERNCLIFF DR NW	CONCORD, NC 28027	Proration	0033483703	DJ9673	PENDING	149016927	Refund Generated due to proration on Bill #0033483703-2017-2017-0000-00	Vehicle Sold	01/14/2019	C ADVL	Tax	(\$86.59)	\$0.00	Refund	\$9.36								
													C102ADVL	Tax	(\$59.37)	\$0.00		(\$59.37)								
													C102ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00								
													Refund													\$145.96
DUCKWORTH, CRAIG ALLEN	DUCKWORTH, CRAIG ALLEN	DUCKWORTH, SHANNON ROTH	1336 EMORY LN NW	CONCORD, NC 28027	Proration	0023556910	CEB7586	PENDING	149946378	Refund Generated due to proration on Bill #0023556910-2017-2017-0000-00	Vehicle Sold	01/28/2019	C ADVL	Tax	(\$3.44)	\$0.00	Refund	(\$3.44)								
													C102ADVL	Tax	(\$2.36)	\$0.00		(\$2.36)								
													C102ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00								
													Refund													\$5.80
DUCKWORTH, PATRICIA ANN	DUCKWORTH, PATRICIA ANN		314 VALLEY BROOK LN SE	CONCORD, NC 28025	Proration	0028416062	CAX4481	PENDING	148628052	Refund Generated due to proration on Bill #0028416062-2017-2017-0000-00	Vehicle Sold	01/08/2019	C ADVL	Tax	(\$40.90)	\$0.00	Refund	(\$40.90)								
													C102ADVL	Tax	(\$28.04)	\$0.00		(\$28.04)								
													C102ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00								
													Refund													\$68.94
EL ABBADI, JENNIFER SHELTON	EL ABBADI, JENNIFER SHELTON	ELABBADI, MOHAMMED TAWFIK	8703 HOLLOW CREEK CIR SW APT 104	CHARLOTTE, NC 28262	Proration	0035608343	EFP2061	PENDING	148292370	Refund Generated due to proration on Bill #0035608343-2017-2017-0000-00	Vehicle Sold	01/03/2019	C ADVL	Tax	(\$15.46)	\$0.00	Refund	(\$15.46)								
													C102ADVL	Tax	(\$10.60)	\$0.00		(\$10.60)								
													C102ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00								
													Refund													\$26.06
ELABBADI, MOHAMMED TAWFIK	ELABBADI, MOHAMMED TAWFIK		8703 HOLLOW CREEK CIRCLE APT 104	CHARLOTTE, NC 28262	Proration	0041281511	FCY2492	PENDING	148184313	Refund Generated due to proration on Bill #0041281511-2017-2017-0000-00	Vehicle Sold	01/02/2019	C ADVL	Tax	(\$15.45)	\$0.00	Refund	(\$15.45)								
													C102ADVL	Tax	(\$10.59)	\$0.00		(\$10.59)								
													C102ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00								
													Refund													\$26.04
EVANS, RENETTA ERWIN	EVANS, RENETTA ERWIN	EVANS, WAYNE PATRICK	8460 PENTON PL	HARRISBURG, NC 28075	Proration	0032084018	AFH3236	PENDING	149607561	Refund Generated due to proration on Bill #0032084018-2017-2017-0000-00	Vehicle Sold	01/23/2019	C ADVL	Tax	(\$173.25)	\$0.00	Refund	(\$173.25)								
													FR19ADVL	Tax	(\$32.55)	\$0.00		(\$32.55)								
													C101ADVL	Tax	(\$39.23)	\$0.00		(\$39.23)								
													Refund													\$245.03
FRANTZ, STEVEN CRAIG	FRANTZ, STEVEN CRAIG	FRANTZ, ARLENE MORANDO	1718 DARTMOUTH CT NW	CHARLOTTE, NC 28269	Proration	0026460376	XZK3325	PENDING	150323346	Refund Generated due to proration on Bill #0026460376-2017-2017-0000-00	Vehicle Sold	01/31/2019	C ADVL	Tax	(\$26.46)	\$0.00	Refund	(\$26.46)								
													C102ADVL	Tax	(\$18.15)	\$0.00		(\$18.15)								
													C102ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00								
													Refund													\$44.61
FRAZIER, BENJAMIN KEITH	FRAZIER, BENJAMIN KEITH		6100 US HIGHWAY 601 S	CONCORD, NC 28025	Adjustment < \$100	0045943613	FLE7901	PENDING	199031548	Refund Generated due to adjustment on Bill #0045943613-2018-2018-0000	Situs error	01/17/2019	C ADVL	Tax	\$0.00	\$0.00	Refund	\$0.00								
													C102ADVL	Tax	(\$85.92)	\$0.00		(\$85.92)								
													C102ADVL	Vehicle Fee	(\$15.00)	\$0.00		(\$15.00)								
													FR04ADVL	Tax	\$13.43	\$0.00		\$13.43								
Refund													\$87.49													
FULLERTON, KRISTINA MARIE	FULLERTON, KRISTINA MARIE		2517 OLD PLANK RD	KANNAPOLIS, NC 28083	Proration	0014315613	WXH9733	PENDING	149016660	Refund Generated due to proration on Bill #0014315613-2017-2017-0000-00	Vehicle Totalled	01/14/2019	C ADVL	Tax	(\$12.81)	\$0.00	Refund	(\$12.81)								
													C102ADVL	Tax	(\$8.78)	\$0.00		(\$8.78)								
													C102ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00								
													Refund													\$21.59
FURR, TIMOTHY WARREN	FURR, TIMOTHY WARREN	FURR, TERI GLADSTONE	814 KINGS CROSSING DR NW	CONCORD, NC 28027	Proration	0032262456	ECW2812	PENDING	148812303	Refund Generated due to proration on Bill #0032262456-2017-2017-0000-00	Vehicle Sold	01/10/2019	C ADVL	Tax	(\$134.82)	\$7.04	Refund	(\$141.86)								
													C102ADVL	Tax	(\$92.45)	(\$4.33)		(\$96.78)								
													C102ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00								
													Refund													\$238.64
GILBERT, CHARLOTTE ROBINSON	GILBERT, CHARLOTTE ROBINSON		1208 RED CEDAR PL NW	CONCORD, NC 28027	Proration	0031422951	DKF5870	PENDING	149608014	Refund Generated due to proration on Bill #0031422951-2017-2017-0000-00	Vehicle Sold	01/23/2019	C ADVL	Tax	(\$30.50)	(\$1.79)	Refund	(\$32.29)								
													C102ADVL	Tax	(\$20.92)	(\$0.78)		(\$21.70)								
													C102ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00								
													Refund													\$53.99
GLOVER, GARY NEIL JR	GLOVER, GARY NEIL JR	GLOVER, SHANA RENEE	198 HILLSIDE AVE SW	CONCORD, NC 28025	Proration	0041890249	BJB9932	PENDING	148398324	Refund Generated due to proration on Bill #0041890249-2017-2017-0000-00	Vehicle Sold	01/04/2019	C ADVL	Tax	(\$31.50)	\$0.00	Refund	(\$31.50)								
													C102ADVL	Tax	(\$21.60)	\$0.00		(\$21.60)								
													C102ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00								
													Refund													\$53.10
GOODE, RUSSELL BRADLEY	GOODE, RUSSELL BRADLEY		32 YORKTOWN ST NW	CONCORD, NC 28025	Proration	0009939585	2D5058	PENDING	148630242	Refund Generated due to proration on Bill #0009939585-2017-2017-0000-00	Vehicle Sold	01/09/2019	C ADVL	Tax	(\$13.11)	\$0.00	Refund	(\$13.11)								
													C102ADVL	Tax	(\$8.99)	\$0.00		(\$8.99)								
													C102ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00								
													Refund													\$22.10
GORE, RICHARD ALLEN SR	GORE, RICHARD ALLEN SR	GORE, PATRICIA DEAN	712 YVONNE DR SW	CONCORD, NC 28027	Proration	0031845782	EBZ6371	PENDING	148397796	Refund Generated due to proration on Bill #0031845782-2017-2017-0000-00	Vehicle Sold	01/04/2019	C ADVL	Tax	(\$74.97)	\$0.00	Refund	(\$74.97)								
													C102ADVL	Tax	(\$51.41)	\$0.00		(\$51.41)								
													C102ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00								
													Refund													\$126.38
GRANT, ANTHONY KEITH	GRANT, ANTHONY KEITH		6851 MOUNT PLEASANT RD S	CONCORD, NC 28025	Proration	0027967897	DS2757	PENDING	100050820	Refund Generated due to proration on Bill #0027967897-2017-	Vehicle Sold	01/29/2019	C ADVL	Tax	(\$66.48)	(\$3.32)	Refund	(\$69.80)								
													FR13ADVL	Tax	(\$8.74)	(\$0.44)		(\$9.18)								
													Refund													\$78.98
													Refund													\$132.04
GREENE, ALLEN	GREENE, ALLEN		3836 MIAMI CHURCH RD	CONCORD, NC 28025	Proration	0030314364	CE7885	PENDING	98789184	Refund Generated due to proration on Bill	Vehicle Sold	01/02/2019	C ADVL	Tax	(\$132.04)	\$0.00	Refund	(\$132.04)								
													FR04ADVL	Tax	(\$10.37)	\$0.00		(\$10.37)								



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 2/4/2019 9:03:35 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change	
MICHAEL	MICHAEL									#0030314364-2017-							Refund	\$142.41
GREENE, JESSICA BIDDY	GREENE, JESSICA BIDDY		8188 CHILKOOT LN	LOCUST, NC 28097	Proration	0044505988	CE0	PENDING	197579264	Refund Generated due to proration on Bill #0044505988-2018-2018-0000-00	Vehicle Sold	01/02/2019	C ADVL	Tax	(\$109.57)	\$0.00	\$0.00	(\$109.57)
													CI05ADVL	Tax	(\$54.79)	\$0.00	\$0.00	(\$54.79)
													CI05ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	\$0.00
													FR13ADVL	Tax	(\$14.00)	\$0.00	\$0.00	(\$14.00)
																	Refund	\$178.36
GURLEY, CALVIN MARKUS	GURLEY, CALVIN MARKUS	GURLEY, VICKIE DAVIS	11740 TERRILL RIDGE DR	DAVIDSON, NC 28036	Proration	0014299135	WRX1228	PENDING	99020892	Refund Generated due to proration on Bill #0014299135-2017-	Vehicle Sold	01/07/2019	C ADVL	Tax	(\$6.96)	\$0.00	\$0.00	(\$6.96)
													FR11ADVL	Tax	(\$0.68)	\$0.00	\$0.00	(\$0.68)
																	Refund	\$7.64
HALL, RONALD II	HALL, RONALD II		938 TREASURE PL SW	CONCORD, NC 28025	Proration	0042382607	ADT5148	PENDING	148629372	Refund Generated due to proration on Bill #0042382607-2017-2017-0000-00	Vehicle Totalled	01/09/2019	C ADVL	Tax	(\$24.45)	\$0.00	\$0.00	(\$24.45)
													CI02ADVL	Tax	(\$16.77)	\$0.00	\$0.00	(\$16.77)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	\$0.00
																	Refund	\$41.22
HAMMILL, BRADLEY SCOTT	HAMMILL, BRADLEY SCOTT		10726 NC HWY 73 E	MOUNT PLEASANT, NC 28124	Adjustment < \$100	0045829218	DLR2510	PENDING	198525292	Refund Generated due to adjustment on Bill #0045829218-2018-2018-0000	Situs error	01/11/2019	C ADVL	Tax	\$0.00	\$0.00	(\$0.32)	(\$0.32)
													CI02ADVL	Tax	(\$82.99)	\$0.00	\$0.00	(\$82.99)
													CI02ADVL	Vehicle Fee	(\$15.00)	\$0.00	\$0.00	(\$15.00)
													FR08ADVL	Tax	\$15.22	\$0.87	\$0.00	\$16.09
																	Refund	\$86.67
HARCO DEVELOPMENT	HARCO DEVELOPMENT		6321 WHITEFIELD CT	HARRISBURG, NC 28075	Proration	0038066486	HE4402	PENDING	148628181	Refund Generated due to proration on Bill #0038066486-2017-2017-0000-00	Vehicle Totalled	01/08/2019	C ADVL	Tax	(\$23.81)	\$0.00	\$0.00	(\$23.81)
													FR19ADVL	Tax	(\$4.47)	\$0.00	\$0.00	(\$4.47)
													CI01ADVL	Tax	(\$5.39)	\$0.00	\$0.00	(\$5.39)
																	Refund	\$33.67
HOLLAND, BARRY LOUIS JR	HOLLAND, BARRY LOUIS JR		3224 DRAKEWOOD PL	MIDLAND, NC 28107	Proration	0034051252	TZY7614	PENDING	99669222	Refund Generated due to proration on Bill #0034051252-2017-	Incomplete Doc	01/22/2019	C ADVL	Tax	(\$43.40)	\$0.00	\$0.00	(\$43.40)
													FR05ADVL	Tax	(\$4.96)	\$0.00	\$0.00	(\$4.96)
																	Refund	\$48.36
HOPKINSON, MARK RAYMOND	HOPKINSON, MARK RAYMOND		2680 SUNBERRY LN NW	CONCORD, NC 28027	Proration	0031440049	DHC5625	PENDING	148531218	Refund Generated due to proration on Bill #0031440049-2017-2017-0000-00	Vehicle Sold	01/07/2019	C ADVL	Tax	(\$274.17)	\$0.00	\$0.00	(\$274.17)
													CI02ADVL	Tax	(\$188.00)	\$0.00	\$0.00	(\$188.00)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	\$0.00
																	Refund	\$462.17
HOWARD, LISA MARIE	HOWARD, LISA MARIE		2500 GOVERNORS POINTE CT	CONCORD, NC 28025	Proration	0018015134	YTD5408	PENDING	148184667	Refund Generated due to proration on Bill #0018015134-2017-2017-0000-00	Vehicle Sold	01/02/2019	C ADVL	Tax	(\$23.68)	\$0.00	\$0.00	(\$23.68)
													CI02ADVL	Tax	(\$16.24)	\$0.00	\$0.00	(\$16.24)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	\$0.00
																	Refund	\$39.92
HUNSUCKER, LONNIE JUNIOR	HUNSUCKER, LONNIE JUNIOR		335 TIFFANY ST NW	CONCORD, NC 28027	Proration	0000765241	PH7226	PENDING	148629942	Refund Generated due to proration on Bill #0000765241-2018-2018-0000-00	Vehicle Sold	01/09/2019	C ADVL	Tax	(\$5.28)	\$0.00	\$0.00	(\$5.28)
													CI02ADVL	Tax	(\$3.52)	\$0.00	\$0.00	(\$3.52)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	\$0.00
																	Refund	\$8.80
HYATT, DAVID AARON	HYATT, DAVID AARON		507 CLARAMONT DR SW	CONCORD, NC 28027	Proration	0044733851	JA8424	PENDING	148630185	Refund Generated due to proration on Bill #0044733851-2018-2018-0000-00	Vehicle Sold	01/09/2019	C ADVL	Tax	(\$122.64)	\$0.00	\$0.00	(\$122.64)
													CI02ADVL	Tax	(\$81.76)	\$0.00	\$0.00	(\$81.76)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	\$0.00
																	Refund	\$204.40
IRVIN, JAMES EDWARD	IRVIN, JAMES EDWARD		1703 GOLD HILL RD	CONCORD, NC 28025	Proration	0042423549	CJ85522	PENDING	99459524	Refund Generated due to proration on Bill #0042423549-2017-	Vehicle Sold	01/16/2019	C ADVL	Tax	(\$55.40)	\$0.00	\$0.00	(\$55.40)
													FR03ADVL	Tax	(\$4.75)	\$0.00	\$0.00	(\$4.75)
																	Refund	\$60.15
JONNALA, NAVEENKANTH REDDY	JONNALA, NAVEENKANTH REDDY		716 VOLTA DR NW	CONCORD, NC 28027	Proration	0043891826	CKC2381	PENDING	149503287	Refund Generated due to proration on Bill #0043891826-2017-2017-0000-00	Vehicle Sold	01/22/2019	C ADVL	Tax	(\$64.01)	\$0.00	\$0.00	(\$64.01)
													CI02ADVL	Tax	(\$43.89)	\$0.00	\$0.00	(\$43.89)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	\$0.00
																	Refund	\$107.90
KELLY, JERMEL LAMAR	KELLY, JERMEL LAMAR		406 YORK AVE	KANNAPOLIS, NC 28083	Proration	0043237110	FEL4865	PENDING	149607369	Refund Generated due to proration on Bill #0043237110-2017-2017-0000-00	Vehicle Sold	01/23/2019	C ADVL	Tax	(\$6.56)	\$0.00	\$0.00	(\$6.56)
													CI04ADVL	Tax	(\$5.91)	\$0.00	\$0.00	(\$5.91)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	\$0.00
																	Refund	\$12.47
KENT, CHARLIE ARTHUR JR	KENT, CHARLIE ARTHUR JR		1762 YELLOWSTON E CT APT G	GASTONIA, NC 28054	Proration	0044757569	FJL5873	PENDING	99086608	Refund Generated due to proration on Bill #0044757569-2018-	Vehicle Totalled	01/09/2019	C ADVL	Tax	(\$82.62)	\$0.00	\$0.00	(\$82.62)
													FR11ADVL	Tax	(\$7.80)	\$0.00	\$0.00	(\$7.80)
																	Refund	\$90.42
KINARD, ROBIN TAYLOR	KINARD, ROBIN TAYLOR		6900 RIVER HILLS DR	HARRISBURG, NC 28075	Proration	0034610267	ALK6528	PENDING	149503281	Refund Generated due to proration on Bill #0034610267-2017-2017-0000-00	Vehicle Sold	01/22/2019	C ADVL	Tax	(\$16.80)	\$0.00	\$0.00	(\$16.80)
													FR19ADVL	Tax	(\$3.16)	\$0.00	\$0.00	(\$3.16)
													CI01ADVL	Tax	(\$3.80)	\$0.00	\$0.00	(\$3.80)
																	Refund	\$23.76
KUMAR, SUTHASH	KUMAR, SUTHASH		1233 REFLECTION AVE NW	CONCORD, NC 28027	Proration	0032957205	ZXK4102	PENDING	148629543	Refund Generated due to proration on Bill #0032957205-2018-2018-0000-00	Vehicle Totalled	01/09/2019	C ADVL	Tax	(\$120.18)	\$0.00	\$0.00	(\$120.18)
													CI02ADVL	Tax	(\$80.12)	\$0.00	\$0.00	(\$80.12)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	\$0.00
																	Refund	\$200.30



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 2/4/2019 9:03:35 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change		
LITTLE, MILES EDWARD	LITTLE, MILES EDWARD		12555 HWY 601	MIDLAND, NC 28107	Adjustment < \$100	0045846486	XV5976	PENDING	198805656	Refund Generated due to adjustment on Bill #0045846486-2018-2018-0000	Situs error	01/15/2019	C ADVL	Tax	\$0.00	\$0.00	\$0.00		
													Ci02ADVL	Tax	(\$7.20)	\$0.00	(\$7.20)		
													Ci02ADVL	Vehicle Fee	(\$15.00)	\$0.00	(\$15.00)		
													Ci06ADVL	Tax	\$3.00	\$0.00	\$3.00		
																	Refund	\$19.20	
LITTLE, MILES EDWARD	LITTLE, MILES EDWARD		12555 HWY 601	MIDLAND, NC 28107	Adjustment < \$100	0045846487	XV5977	PENDING	198805660	Refund Generated due to adjustment on Bill #0045846487-2018-2018-0000	Situs error	01/15/2019	C ADVL	Tax	\$0.00	\$0.00	\$0.00		
													Ci02ADVL	Tax	(\$7.20)	\$0.00	(\$7.20)		
													Ci02ADVL	Vehicle Fee	(\$15.00)	\$0.00	(\$15.00)		
													Ci06ADVL	Tax	\$3.00	\$0.00	\$3.00		
																	Refund	\$19.20	
LITTLE, MILES EDWARD	LITTLE, MILES EDWARD		12555 HWY 601	MIDLAND, NC 28107	Adjustment < \$100	0045846485	XV5975	PENDING	198805664	Refund Generated due to adjustment on Bill #0045846485-2018-2018-0000	Situs error	01/15/2019	C ADVL	Tax	\$0.00	\$0.00	\$0.00		
													Ci02ADVL	Tax	(\$7.20)	\$0.00	(\$7.20)		
													Ci02ADVL	Vehicle Fee	(\$15.00)	\$0.00	(\$15.00)		
													Ci06ADVL	Tax	\$3.00	\$0.00	\$3.00		
																	Refund	\$19.20	
LITTLE, MILES EDWARD	LITTLE, MILES EDWARD	LITTLE, CAROL STACK	12555 HWY 601	MIDLAND, NC 28107	Adjustment < \$100	0045846484	XV5978	PENDING	198805668	Refund Generated due to adjustment on Bill #0045846484-2018-2018-0000	Situs error	01/15/2019	C ADVL	Tax	\$0.00	\$0.00	\$0.00		
													Ci02ADVL	Tax	(\$22.32)	\$0.00	(\$22.32)		
													Ci02ADVL	Vehicle Fee	(\$15.00)	\$0.00	(\$15.00)		
													Ci06ADVL	Tax	\$9.30	\$0.00	\$9.30		
																	Refund	\$28.02	
LUSTIK, MAUREEN ELLEN	LUSTIK, MAUREEN ELLEN		4242 DOVEWOOD CT	HARRISBURG, NC 28075	Proration	0043949765	FHH1815	PENDING	99262374	Refund Generated due to proration on Bill #0043949765-2018-2018-0000	Vehicle Totalled	01/11/2019	C ADVL	Tax	(\$23.81)	\$0.00	(\$23.81)		
													Ci01ADVL	Tax	(\$11.74)	\$0.00	(\$11.74)		
																		Refund	\$35.55
M & M KIDS INC	M & M KIDS INC	KIDS R KIDS CONCORD	1370 BENNINGTON DR NW	CONCORD, NC 28027	Proration	0037550747	EDT2264	PENDING	149274279	Refund Generated due to proration on Bill #0037550747-2017-2017-0000-00	Processed in error	01/17/2019	C ADVL	Tax	(\$190.89)	\$0.00	(\$190.89)		
													Ci02ADVL	Tax	(\$130.89)	\$0.00	(\$130.89)		
													Ci02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00		
																		Refund	\$321.78
MAPLES, DAVID KEVIN	MAPLES, DAVID KEVIN		1208 PINE ST	KANNAPOLIS, NC 28081	Proration	0025861213	DFR6518	PENDING	149503635	Refund Generated due to proration on Bill #0025861213-2017-2017-0000-00	Vehicle Sold	01/22/2019	C ADVL	Tax	(\$34.07)	\$0.00	(\$34.07)		
													Ci04ADVL	Tax	(\$30.66)	\$0.00	(\$30.66)		
													Ci04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00		
																		Refund	\$64.73
MARTIN, BRUCE	MARTIN, BRUCE		487 HARRISON DR NW	CONCORD, NC 28027	Proration	0014349610	XSX5483	PENDING	150076134	Refund Generated due to proration on Bill #0014349610-2017-2017-0000-00	Vehicle Sold	01/29/2019	C ADVL	Tax	(\$1.59)	\$0.00	(\$1.59)		
													Ci02ADVL	Tax	(\$1.09)	\$0.00	(\$1.09)		
													Ci02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00		
																		Refund	\$2.68
MASEULI, LENNY MATUNI JR	MASEULI, LENNY MATUNI JR	MASEULI, DOREEN WINCHESTER	5113 WHEAT DR SW	CONCORD, NC 28027	Proration	0035877278	DDS3986	PENDING	149608044	Refund Generated due to proration on Bill #0035877278-2017-2017-0000-00	Vehicle Totalled	01/23/2019	C ADVL	Tax	(\$6.61)	\$0.00	(\$6.61)		
													Ci02ADVL	Tax	(\$4.53)	\$0.00	(\$4.53)		
													Ci02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00		
																		Refund	\$11.14
MAXWELL, BELITA LENTZ	MAXWELL, BELITA LENTZ		107 MEADOW AVE NE	CONCORD, NC 28025	Proration	0041225705	WTF6141	PENDING	148292439	Refund Generated due to proration on Bill #0041225705-2017-2017-0000-01	Tag Surrender	01/03/2019	C ADVL	Tax	(\$56.60)	\$0.00	(\$56.60)		
													Ci02ADVL	Tax	(\$38.81)	\$0.00	(\$38.81)		
													Ci02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00		
																		Refund	\$95.41
MCDONALD, KENNETH CHARLES	MCDONALD, KENNETH CHARLES	MCDONALD, ANN CHRISTINE JANCIC	124 SPRINGWAY DR	KANNAPOLIS, NC 28081	Proration	0030777038	PAF7655	PENDING	148628904	Refund Generated due to proration on Bill #0030777038-2017-2017-0000-00	Vehicle Sold	01/08/2019	C ADVL	Tax	(\$11.16)	\$0.00	(\$11.16)		
													Ci04ADVL	Tax	(\$10.05)	\$0.00	(\$10.05)		
													Ci04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00		
																		Refund	\$21.21
MCMCLOUGHLIN, MICHAEL GRAY	MCMCLOUGHLIN, MICHAEL GRAY	MCMCLOUGHLIN, ELIZABETH ANN	3635 BURNAGE HALL RD	HARRISBURG, NC 28075	Proration	0043515835	FAB4233	PENDING	100050220	Refund Generated due to proration on Bill #0043515835-2018-2018-0000-00	Vehicle Sold	01/29/2019	C ADVL	Tax	(\$126.90)	\$0.00	(\$126.90)		
													Ci01ADVL	Tax	(\$62.57)	\$0.00	(\$62.57)		
																		Refund	\$189.47
MEASIMER, STACY HAMPTON	MEASIMER, STACY HAMPTON	MEASIMER, JOYCE RUSS	2015 BREAKWOOD DR	CONCORD, NC 28025	Proration	0030448706	VTZ8502	PENDING	99963884	Refund Generated due to proration on Bill #0030448706-2017-2017-0000-00	Vehicle Sold	01/28/2019	C ADVL	Tax	(\$11.14)	\$0.00	(\$11.14)		
													FR03ADVL	Tax	(\$0.95)	\$0.00	(\$0.95)		
																		Refund	\$12.09
MEDINA VASQUEZ, MARISBEL D	MEDINA VASQUEZ, MARISBEL D	LOPEZ, JESSICA	6929 HEIDELBERG DR	CONCORD, NC 28025	Proration	0042855563	FAE2072	PENDING	98861926	Refund Generated due to proration on Bill #0042855563-2017-2017-0000-00	Vehicle Sold	01/03/2019	C ADVL	Tax	(\$143.27)	\$0.00	(\$143.27)		
													FR16ADVL	Tax	(\$21.08)	\$0.00	(\$21.08)		
																		Refund	\$164.35
MENDAPARA, VIVEK RAMNIKBHAI	MENDAPARA, VIVEK RAMNIKBHAI		26101 COUNTRY CLUB BLVD APT 907	NORTH OLMSTEAD, OH 44070	Proration	0025336396	CJP4998	PENDING	149352033	Refund Generated due to proration on Bill #0025336396-2016-2016-0000-00	Tag Surrender	01/18/2019	C ADVL	Tax	(\$1.25)	\$0.00	(\$1.25)		
													Ci02ADVL	Tax	(\$0.86)	\$0.00	(\$0.86)		
													Ci02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00		
																		Refund	\$2.11
MENDAPARA, VIVEK RAMNIKBHAI	MENDAPARA, VIVEK RAMNIKBHAI		26101 COUNTRY CLUB BLVD APT 907	NORTH OLMSTEAD, OH 44070	Proration	0042983406	PJT1970	PENDING	149016291	Refund Generated due to proration on Bill #0042983406-2017-2017-0000-00	Reg. Out of state	01/14/2019	C ADVL	Tax	(\$20.18)	\$0.00	(\$20.18)		
													Ci02ADVL	Tax	(\$13.84)	\$0.00	(\$13.84)		
													Ci02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00		



North Carolina Vehicle Tax System

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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
MOBLEY, CHARLES EDWARD JR	MOBLEY, CHARLES EDWARD JR	MOBLEY, SHARON WILLS	4215 WRANGLER DR SW	CONCORD, NC 28027	Proration	0008664658	XPN1532	PENDING	148628916	2017-0000-00 Refund Generated due to proration on Bill #0008664658-2018-2018-0000-00	Vehicle Sold	01/08/2019	C ADVL	Tax	(\$57.30)	\$0.00	Refund (\$57.30)
													CI02ADVL	Tax	(\$38.20)	\$0.00	(\$38.20)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																	Refund \$95.50
NALLA, SUNITHA	NALLA, SUNITHA		1559 FITZGERALD ST NW	CONCORD, NC 28027	Proration	0029419931	WST6477	PENDING	149946345	Refund Generated due to proration on Bill #0029419931-2017-2017-0000-00	Vehicle Totalled	01/28/2019	C ADVL	Tax	(\$26.30)	\$0.00	(\$26.30)
													CI02ADVL	Tax	(\$18.03)	\$0.00	(\$18.03)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																	Refund \$44.33
ONEAL, ALLEN	ONEAL, KIMBERLY ANN		105 BALTUSROL LN	PINEHURST, NC 28374	Proration	0043392448	FFD3804	PENDING	99020570	Refund Generated due to proration on Bill #0043392448-2018-	Vehicle Sold	01/07/2019	C ADVL	Tax	(\$80.89)	\$0.00	(\$80.89)
													FR04ADVL	Tax	(\$8.42)	\$0.00	(\$8.42)
																	Refund \$89.31
OSTE, STACIE ALISON	OSTE, STACIE ALISON	OSTE, MATTHEW GEORGE	1447 PIPER CT	CONCORD, NC 28025	Proration	0018028881	FEH4268	PENDING	98931996	Refund Generated due to proration on Bill #0018028881-2017-	Vehicle Sold	01/04/2019	C ADVL	Tax	(\$22.15)	\$0.00	(\$22.15)
													FR14ADVL	Tax	(\$1.90)	\$0.00	(\$1.90)
																	Refund \$24.05
OSZAKIEWSKI, JEFFREY LEE	OSZAKIEWSKI, JEFFREY LEE	OSZAKIEWSKI, LINN SUZANNE	676 YVONNE DR SW	CONCORD, NC 28027	Proration	0042348353	BCW3815	PENDING	150322680	Refund Generated due to proration on Bill #0042348353-2017-2017-0000-00	Vehicle Sold	01/31/2019	C ADVL	Tax	(\$74.07)	\$0.00	(\$74.07)
													CI02ADVL	Tax	(\$50.79)	\$0.00	(\$50.79)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																	Refund \$124.86
PATEL, DIPALKUMAR SANABHAI	PATEL, DIPALKUMAR SANABHAI		1100 SANDY BOTTOM DR NW	CONCORD, NC 28027	Proration	0039484896	FBH8600	PENDING	148629333	Refund Generated due to proration on Bill #0039484896-2018-2018-0000-00	Vehicle Sold	01/09/2019	C ADVL	Tax	(\$82.51)	(\$4.41)	(\$86.92)
													CI02ADVL	Tax	(\$55.00)	(\$2.47)	(\$57.47)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																	Refund \$144.39
PAYNE, EUGENE CARLTON	PAYNE, EUGENE CARLTON	PAYNE, GLYNDA ELDRETH	1502 PINE ST	KANNAPOLIS, NC 28081	Proration	0014332726	ZRS5623	PENDING	150076185	Refund Generated due to proration on Bill #0014332726-2017-2017-0000-00	Vehicle Totalled	01/29/2019	C ADVL	Tax	(\$14.84)	\$0.00	(\$14.84)
													CI04ADVL	Tax	(\$13.35)	\$0.00	(\$13.35)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																	Refund \$28.19
PLOTT, STEPHANIE KENNEY	PLOTT, STEPHANIE KENNEY		4106 WOODBURY TER NW	CONCORD, NC 28027	Proration	0018033468	CBE3903	PENDING	148531350	Refund Generated due to proration on Bill #0018033468-2017-2017-0000-00	Vehicle Sold	01/07/2019	C ADVL	Tax	(\$61.97)	\$0.00	(\$61.97)
													CI02ADVL	Tax	(\$42.49)	\$0.00	(\$42.49)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																	Refund \$104.46
POISSON, JOSEPH RAYMOND	POISSON, JOSEPH RAYMOND		84 LAKE CONCORD RD NE	CONCORD, NC 28025	Proration	0025327283	CKF8574	PENDING	149104599	Refund Generated due to proration on Bill #0025327283-2017-2017-0000-00	Reg. Out of state	01/15/2019	C ADVL	Tax	(\$32.06)	\$0.00	(\$32.06)
													CI02ADVL	Tax	(\$21.98)	\$0.00	(\$21.98)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																	Refund \$54.04
PRICE, MARTIN WAYNE	PRICE, MARTIN WAYNE	PRICE, SARAH WOOTEN	109 EDGEWATER DR NW	CONCORD, NC 28027	Adjustment < \$100	0035245932	EFD3039	PENDING	150322350	Refund Generated due to adjustment on Bill #0035245932-2018-2018-0000-00	Adjustment	01/31/2019	C ADVL	Tax	(\$32.47)	\$0.00	(\$32.47)
													CI02ADVL	Tax	(\$21.65)	\$0.00	(\$21.65)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																	Refund \$54.12
PRICE, SARAH WOOTEN	PRICE, SARAH WOOTEN		109 EDGEWATER DR NW	CONCORD, NC 28027	Adjustment < \$100	0031102849	CFV5620	PENDING	150322353	Refund Generated due to adjustment on Bill #0031102849-2018-2018-0000-00	Mileage	01/31/2019	C ADVL	Tax	(\$2.90)	\$0.00	(\$2.90)
													CI02ADVL	Tax	(\$1.93)	\$0.00	(\$1.93)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																	Refund \$4.83
PULIMI, HARI KRISHNA REDDY	PULIMI, HARI KRISHNA REDDY		6981 FOUNDERS WAY	HARRISBURG, NC 28075	Proration	0039749203	DKM7860	PENDING	99086232	Refund Generated due to proration on Bill #0039749203-2018-	Vehicle Sold	01/09/2019	C ADVL	Tax	(\$125.98)	\$0.00	(\$125.98)
													CI01ADVL	Tax	(\$62.11)	\$0.00	(\$62.11)
																	Refund \$188.09
QUINONES, HECTOR GREGORY	QUINONES, HECTOR GREGORY		7800 FOXCROFT LN	CHARLOTTE, NC 28213	Proration	0045047041	CBE4555	PENDING	99344760	Refund Generated due to proration on Bill #0045047041-2018-	Vehicle Sold	01/14/2019	C ADVL	Tax	(\$86.45)	\$0.00	(\$86.45)
													CI01ADVL	Tax	(\$42.63)	\$0.00	(\$42.63)
																	Refund \$129.08
RATLIFF, MICHAEL EUGENE	RATLIFF, MICHAEL EUGENE		813 LANGLEY DR SE	CONCORD, NC 28025	Proration	0044732525	FJN3174	PENDING	150191604	Refund Generated due to proration on Bill #0044732525-2018-2018-0000-00	Vehicle Sold	01/30/2019	C ADVL	Tax	(\$24.90)	\$0.00	(\$24.90)
													CI02ADVL	Tax	(\$16.60)	\$0.00	(\$16.60)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																	Refund \$41.50
REDPATH, SARAH FOWLER	REDPATH, SARAH FOWLER		9899 MANOR VIEW DR NW	CONCORD, NC 28027	Proration	0035039121	YPB4889	PENDING	149945610	Refund Generated due to proration on Bill #0035039121-2018-2018-0000-00	Vehicle Sold	01/28/2019	C ADVL	Tax	(\$211.75)	\$0.00	(\$211.75)
													CI02ADVL	Tax	(\$141.17)	\$0.00	(\$141.17)
													CI02ADVL	Vehicle Fee	(\$15.00)	\$0.00	(\$15.00)
																	Refund \$367.92
REYNOLDS, BEVERLY HALL	REYNOLDS, BEVERLY HALL		225 KEY WEST AVE	KANNAPOLIS, NC 28081	Proration	0000778043	AHA6982	PENDING	149352933	Refund Generated due to proration on Bill #0000778043-2018-2018-0000-00	Incomplete Doc	01/18/2019	C ADVL	Tax	(\$36.24)	\$0.00	(\$36.24)
													CI04ADVL	Tax	(\$31.71)	\$0.00	(\$31.71)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																	Refund \$67.95
REYNOLDS, MARYAM	REYNOLDS, MARYAM	REYNOLDS, RICHARD	1135 FORREST	CONCORD, NC 28027	Proration	0033329638	RRX9164	PENDING	150075612	Refund Generated due to proration on Bill	Vehicle Sold	01/29/2019	C ADVL	Tax	(\$83.76)	\$0.00	(\$83.76)
													CI02ADVL	Tax	(\$55.83)	\$0.00	(\$55.83)



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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
HAMZEZADEH	HAMZEZADEH	FERRELL	RIDGE DR NW							#0033329638-2018-2018-0000-00			C102ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$139.59
RINEHARDT, GAYLE LEDBETTER	RINEHARDT, GAYLE LEDBETTER		3108 FAIRMEAD DR	CONCORD, NC 28025	Proration	0018035159	YTD4930	PENDING	100127782	Refund Generated due to proration on Bill #0018035159-2017-	Vehicle Totalled	01/30/2019	C ADVL	Tax	(\$11.34)	\$0.00	(\$11.34)
													FR04ADVL	Tax	(\$0.89)	\$0.00	(\$0.89)
																Refund	\$12.23
SEARS, JOSEPH WILLIAM	SEARS, JOSEPH WILLIAM	SEARS, MARYANNE ELIZABETH	346 WYNDHAM FOREST CIR	MIDLAND, NC 28107	Proration	0042661637	CH78772	PENDING	99798688	Refund Generated due to proration on Bill #0042661637-2017-	Vehicle Sold	01/24/2019	C ADVL	Tax	(\$47.61)	\$0.00	(\$47.61)
													C106ADVL	Tax	(\$13.60)	\$0.00	(\$13.60)
																Refund	\$61.21
SHEETZ, SUSAN BRADY	SHEETZ, SUSAN BRADY		4805 SHERBORNE DR	HARRISBURG, NC 28075	Proration	0000898866	YRC7325	PENDING	98931990	Refund Generated due to proration on Bill #0000898866-2018-	Vehicle Sold	01/04/2019	C ADVL	Tax	(\$33.21)	\$0.00	(\$33.21)
													C101ADVL	Tax	(\$16.37)	\$0.00	(\$16.37)
																Refund	\$49.58
SIFFORD, KELLY FINLEY	SIFFORD, KELLY FINLEY		5015 PHANIEL CHURCH RD	ROCKWELL, NC 28138	Proration	0042100667	MZS4741	PENDING	99738330	Refund Generated due to proration on Bill #0042100667-2017-	Vehicle Totalled	01/23/2019	C ADVL	Tax	(\$15.80)	\$0.00	(\$15.80)
													FR08ADVL	Tax	(\$1.53)	\$0.00	(\$1.53)
																Refund	\$17.33
SMITH, JAMAL LEE	SMITH, JAMAL LEE	CARGILL, BAHIA PIAVA	361 AMBER CT SW	CONCORD, NC 28025	Proration	0042027065	FEH2134	PENDING	148397532	Refund Generated due to proration on Bill #0042027065-2017-2017-0000-00	Vehicle Sold	01/04/2019	C ADVL	Tax	(\$24.71)	\$0.00	(\$24.71)
													C102ADVL	Tax	(\$16.94)	\$0.00	(\$16.94)
													C102ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$41.65
SMITH, LAUREN ELIZABETH	SMITH, LAUREN ELIZABETH		5214 SILCHESTER LN	CHARLOTTE, NC 28215	Proration	0038033336	BLM3187	PENDING	149352471	Refund Generated due to proration on Bill #0038033336-2017-2017-0000-00	Vehicle Sold	01/18/2019	C ADVL	Tax	(\$77.06)	\$0.00	(\$77.06)
													C104ADVL	Tax	(\$69.35)	\$0.00	(\$69.35)
													C104ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$146.41
SOLER, JOSE ANTONIO	SOLER, JOSE ANTONIO		504 MEREDITH CT	CONCORD, NC 28025	Proration	0042855627	FBJ9305	PENDING	148629954	Refund Generated due to proration on Bill #0042855627-2017-2017-0000-00	Processed in error	01/09/2019	C ADVL	Tax	(\$22.87)	\$0.00	(\$22.87)
													C102ADVL	Tax	(\$15.68)	\$0.00	(\$15.68)
													C102ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$38.55
STONE, CRAIG DANIEL	STONE, CRAIG DANIEL		11695 CROSSROADS PL	CONCORD, NC 28025	Proration	0033313653	9413BP	PENDING	99020426	Refund Generated due to proration on Bill #0033313653-2018-	Vehicle Sold	01/07/2019	C ADVL	Tax	(\$133.45)	\$0.00	(\$133.45)
													FR14ADVL	Tax	(\$11.12)	\$0.00	(\$11.12)
																Refund	\$144.57
SUMMERFORD, TERRY DEAN	SUMMERFORD, TERRY DEAN		1108 SUNSET DR	KANNAPOLIS, NC 28081	Proration	0025900262	CMD7712	PENDING	149607537	Refund Generated due to proration on Bill #0025900262-2017-2017-0000-00	Vehicle Sold	01/23/2019	C ADVL	Tax	(\$2.82)	\$0.00	(\$2.82)
													C104ADVL	Tax	(\$2.54)	\$0.00	(\$2.54)
													C104ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$5.36
TANNER, MATTHEW GIBSON	TANNER, MATTHEW GIBSON	TANNER, KELLY WALTON	4133 GRANITE ST	MIDLAND, NC 28107	Proration	0043113389	1185DL	PENDING	148627929	Refund Generated due to proration on Bill #0043113389-2017-2017-0000-00	Vehicle Sold	01/08/2019	C ADVL	Tax	(\$116.16)	\$0.00	(\$116.16)
													C102ADVL	Tax	(\$79.65)	\$0.00	(\$79.65)
													C102ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$195.81
TAYLOR, CAROL ANN	TAYLOR, CAROL ANN	TAYLOR, JAY DOUGLAS	2407 WESTMINSTER DR	CONCORD, NC 28027	Proration	0009175941	YNU5552	PENDING	150323022	Refund Generated due to proration on Bill #0009175941-2018-2018-0000-00	Vehicle Sold	01/31/2019	C ADVL	Tax	(\$21.43)	\$0.00	(\$21.43)
													C104ADVL	Tax	(\$18.76)	\$0.00	(\$18.76)
													C104ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$40.19
TELLO CEDILLO, JOSE RICHARD	TELLO CEDILLO, JOSE RICHARD		3341 HELMSLEY CT	CONCORD, NC 28027	Adjustment < \$100	0039829451	PHK6957	PENDING	148292955	Refund Generated due to adjustment on Bill #0039829451-2018-2018-0000-00	Damage	01/03/2019	C ADVL	Tax	(\$9.19)	\$0.00	(\$9.19)
													C104ADVL	Tax	(\$8.04)	\$0.00	(\$8.04)
													C104ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$17.23
TEUMER, RICHARD STEVEN	TEUMER, RICHARD STEVEN	TEUMER, DORIS PASSANTINO	2411 SAGUARO LN	KANNAPOLIS, NC 28083	Proration	0018031299	VYJ1389	PENDING	149104560	Refund Generated due to proration on Bill #0018031299-2017-2017-0000-00	Vehicle Sold	01/15/2019	C ADVL	Tax	(\$31.97)	\$0.00	(\$31.97)
													C104ADVL	Tax	(\$28.78)	\$0.00	(\$28.78)
													C104ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$60.75
THAKKAR, PARESH KANTILAL	THAKKAR, PARESH KANTILAL		9676 ASHLEY GREEN CT NW	CONCORD, NC 28027	Proration	0043499872	ZNS7219	PENDING	149016729	Refund Generated due to proration on Bill #0043499872-2018-2018-0000-00	Vehicle Sold	01/14/2019	C ADVL	Tax	(\$41.68)	\$0.00	(\$41.68)
													C102ADVL	Tax	(\$27.79)	\$0.00	(\$27.79)
													C102ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$69.47
TREVATHAN, MATTHEW DAVID	TREVATHAN, MATTHEW DAVID		3220 CENTRAL AVE, APT 105	CHARLOTTE, NC 28205	Proration	0043302547	FFE9031	PENDING	150191184	Refund Generated due to proration on Bill #0043302547-2017-2017-0000-00	Vehicle Sold	01/30/2019	C ADVL	Tax	(\$110.78)	\$0.00	(\$110.78)
													C102ADVL	Tax	(\$75.97)	\$0.00	(\$75.97)
													C102ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$186.75
TROUT, SALLY MARION	TROUT, SALLY MARION		8532 MAGNOLIA SPRINGS DR	HARRISBURG, NC 28075	Proration	0000881432	WRA6140	PENDING	99568272	Refund Generated due to proration on Bill #0000881432-2018-	Vehicle Sold	01/18/2019	C ADVL	Tax	(\$29.46)	\$0.00	(\$29.46)
													C101ADVL	Tax	(\$14.52)	\$0.00	(\$14.52)
																Refund	\$43.98
TUTTLE, JOHN CLOUD	TUTTLE, JOHN CLOUD		604 TUTTLEWOOD DR	KANNAPOLIS, NC 28083	Proration	0018019239	MRW8484	PENDING	148397364	Refund Generated due to proration on Bill #0018019239-2017-	Vehicle Sold	01/04/2019	C ADVL	Tax	(\$25.30)	\$0.00	(\$25.30)
													C104ADVL	Tax	(\$22.77)	\$0.00	(\$22.77)
													C104ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 2/4/2019 9:03:35 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change		
WARREN, ROBYN LYNETTE	WARREN, ROBYN LYNETTE		419 IVEY ST NW	CONCORD, NC 28025	Proration	0041193051	XYL9950	PENDING	148628874	Refund Generated due to proration on Bill #0041193051-2017-2017-0000-00	Reg. Out of state	01/08/2019	C ADVL	Tax	(\$65.24)	\$0.00	Refund	\$48.07	
													CI02ADVL	Tax	(\$44.73)	\$0.00		(\$44.73)	
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00	
																		Refund	\$109.97
WASLO, BRIAN MATTHEW	WASLO, BRIAN MATTHEW		7728 ORCHARD PARK CIR	HARRISBURG, NC 28075	Proration	0040131853	FCE2543	PENDING	99020500	Refund Generated due to proration on Bill #0040131853-2018-	Vehicle Sold	01/07/2019	C ADVL	Tax	(\$39.90)	\$0.00	Refund	\$39.90	
													CI01ADVL	Tax	(\$19.67)	\$0.00		(\$19.67)	
																		Refund	\$59.57
																		Refund	\$71.29
WHETZEL, JACQUELYN NICOLE	WHETZEL, JOSEPH BRYAN	WHETZEL, JACQUELYN NICOLE	707 MAXWELL HILL RD	BECKLEY, WV 25801	Proration	0031696088	CFW4185	PENDING	148398384	Refund Generated due to proration on Bill #0031696088-2017-2017-0000-00	Vehicle Sold	01/04/2019	C ADVL	Tax	(\$71.29)	\$0.00	Refund	(\$71.29)	
													CI04ADVL	Tax	(\$64.17)	\$0.00		(\$64.17)	
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00	
																		Refund	\$135.46
WHITE, MITZI ANELLE	WHITE, MITZI ANELLE		922D LAKECREST AVE	HIGH POINT, NC 27265	Adjustment < \$100	0045700490	BFJ5259	PENDING	99207782	Refund Generated due to adjustment on Bill #0045700490-2018-	Mileage	01/10/2019	C ADVL	Tax	(\$28.04)	(\$1.40)	Refund	(\$29.44)	
													CI06ADVL	Tax	(\$7.79)	(\$0.40)		(\$8.19)	
																		Refund	\$37.63
																		Refund	\$17.03
WHITFIELD, CRYSTAL CHARLETA	WHITFIELD, CRYSTAL CHARLETA		11069 DRY STONE DR	HUNTERVILLE, NC 28078	Proration	0029435807	DDN5921	PENDING	99208102	Refund Generated due to proration on Bill #0029435807-2017-	Vehicle Sold	01/10/2019	C ADVL	Tax	(\$17.03)	\$0.00	Refund	(\$17.03)	
													FR11ADVL	Tax	(\$1.65)	\$0.00		(\$1.65)	
																		Refund	\$18.68
																		Refund	\$30.78
WHITLEY, DEBORAH ARAIS	WHITLEY, DEBORAH ARAIS		5380 VILLAGE DR NW	CONCORD, NC 28027	Proration	0018040915	BBP5482	PENDING	149607732	Refund Generated due to proration on Bill #0018040915-2017-2017-0000-00	Vehicle Sold	01/23/2019	C ADVL	Tax	(\$29.07)	(\$1.71)	Refund	(\$30.78)	
													CI02ADVL	Tax	(\$19.94)	(\$0.74)		(\$20.68)	
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00	
																		Refund	\$51.46
WHITLEY, FARRELL DOUGLAS	WHITLEY, FARRELL DOUGLAS	WHITLEY, ELLIOTT DOUGLAS	6350 MIAMI CHURCH RD	CONCORD, NC 28025	Proration	0043745176	WVV6760	PENDING	99262544	Refund Generated due to proration on Bill #0043745176-2017-	Vehicle Sold	01/11/2019	C ADVL	Tax	(\$23.73)	\$0.00	Refund	(\$23.73)	
													FR04ADVL	Tax	(\$1.86)	\$0.00		(\$1.86)	
																		Refund	\$25.59
																		Refund	\$1.75
WILKERSON, DONALD WAYNE	WILKERSON, DONALD WAYNE		422 N EAST AVE	KANNAPOLIS, NC 28083	Proration	0014301291	NSV3294	PENDING	149946069	Refund Generated due to proration on Bill #0014301291-2017-2017-0000-00	Vehicle Sold	01/28/2019	C ADVL	Tax	(\$1.75)	\$0.00	Refund	(\$1.75)	
													CI04ADVL	Tax	(\$1.57)	\$0.00		(\$1.57)	
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00	
																		Refund	\$3.32
WIMBROW, MAXTON LEE	WIMBROW, MAXTON LEE		2015 MONTEROSA RD	CONCORD, NC 28025	Proration	0040943044	PFL1489	PENDING	99860200	Refund Generated due to proration on Bill #0040943044-2017-	Vehicle Sold	01/25/2019	C ADVL	Tax	(\$4.49)	\$0.00	Refund	(\$4.49)	
													FR14ADVL	Tax	(\$0.38)	\$0.00		(\$0.38)	
																		Refund	\$4.87
																		Refund	\$4.36
WRIGHT, GORDON WILSON	WRIGHT, GORDON WILSON		4419 GLEN HAVEN DR SW	CONCORD, NC 28027	Proration	0041000573	Z XK6746	PENDING	149790558	Refund Generated due to proration on Bill #0041000573-2017-2017-0000-00	Vehicle Sold	01/25/2019	C ADVL	Tax	(\$4.36)	\$0.00	Refund	(\$4.36)	
													CI02ADVL	Tax	(\$2.99)	\$0.00		(\$2.99)	
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00	
																		Refund	\$7.35
ZERKLE, KEVIN DANIEL	ZERKLE, KEVIN DANIEL		5625 FARMWOOD DR	NEW ALBANY, OH 43054	Proration	0030082647	WSM6227	PENDING	148531368	Refund Generated due to proration on Bill #0030082647-2017-2017-0000-00	Vehicle Sold	01/07/2019	C ADVL	Tax	(\$17.10)	\$0.00	Refund	(\$17.10)	
													CI02ADVL	Tax	(\$11.73)	\$0.00		(\$11.73)	
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00		\$0.00	
																		Refund	\$28.83
Refund Total																	\$10079.57		

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

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

AGENDA CATEGORY:

New Business

SUBJECT:

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

BRIEF SUMMARY:

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

REQUESTED ACTION:

Hold a public hearing.

Motion to accept the grant and authorize the budget officer to prepare an appropriate budget amendment if needed.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Robert Bushey, Transportation Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- ▢ Grant Funding Letter
- ▢ Sub recipient agreement
- ▢ Disclosure of Lobbying
- ▢ Ex A
- ▢ Ex B
- ▢ Ex C
- ▢ Public Hearing Notice - Newspaper
- ▢ Public Hearing Notice - Website

July 5, 2018

Cabarrus County Transportation
Robert Bushey/Anthony Hodges
1303 South Cannon Blvd
Kannapolis, NC 28083

RE: Elderly and Handicapped Transportation

Dear Subrecipient:

The City of Concord, as the designated recipient of Federal Transit Administration (FTA) funds for the Cabarrus-Rowan Urbanized Area, is pleased to announce that we will make an application for FTA in the amount of \$107,093 to support the above referenced project. By accepting these federal funds, your organization will be recognized as a subrecipient and, as such, is subject to all FTA federal requirements.

I have been assigned as the City of Concord's project manager for project oversight and will coordinate the process with you. The subrecipient agreement will be processed concurrently with the federal application to help shorten the process; however, no agreement can be executed until the federal award is received.

Please note that Certifications and Assurances must be completed annually for the duration of your active grant. All organizations are required to certify compliance with numbers one and three. If other certifications apply to this project and your organization, you also should certify those.

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

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

Regards,



Dana Hood
5310 Program Manager

Finance

Phone (704) 920-5200 • Fax (704) 788-9375

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

SECTION 5310
GRANT AGREEMENT
NO. 6288-2018-1-P1

THIS AGREEMENT is made this the ____ day of _____, 2018 (herein “Effective Date”), by and between the CITY OF CONCORD (herein “City”), and Cabarrus County (herein “Subrecipient”) (collectively, the “Parties”) for a transit project for seniors and individuals with disabilities in the Concord Urbanized Area (“Concord UZA”). The parties acknowledge and agree that the Effective Date of this Agreement is October 1, 2018 and that all terms and conditions have been in force and effect from the Effective Date.

WHEREAS, Section 16 of the Federal Transit Act, 49 U.S.C. § 5310, provides formula funding to states and designated recipients to improve mobility for seniors and individuals with disabilities (“Section 5310”); and

WHEREAS, the Federal Transit Administration (the “FTA”) has designated the City of Concord as a grant recipient for capital and operating grants for Federal funds ; and

WHEREAS, the Governor of North Carolina designated the City of Concord, as the “designated recipient” of Section 5310 funds for the Concord UZA with the responsibility of evaluating and selecting Projects proposed by eligible subrecipients for Section 5310 funds; and

WHEREAS, the Parties desire to secure and utilize Section 5310 grant funds for operation of new or expanded transportation services to meet the special needs of seniors and individuals with disabilities.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows.

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to provide the Subrecipient with operating assistance for the Section 5310 Project prepared, endorsed, approved, and transmitted by the Subrecipient to the City (the “Project”), and to state the terms, conditions, and mutual undertakings of the Parties as to the manner in which the Project will be undertaken and completed.
2. **Project Implementation.** Subrecipient agrees to carry out the Project as follows:
 - 2.1 **Scope.** Subrecipient shall undertake and complete the Project in accordance with the procedures and guidelines set forth in the following documents, to the extent applicable:
 - a. Federal Transit Administration (“FTA”) Circular 5010.1D, “Grant Management Requirements”, dated August 27, 2012;
 - b. FTA Circular 9045.1, “9070.1G Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions”, dated May 1, 2007;
 - c. FTA Circular 4710.1, “Americans with Disabilities Act Guidance”;
 - d. FTA Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”;

- e. FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients”;
- f. FTA Circular 4704, “Equal Employment Opportunity Program Guidelines for Grant Recipients”;
- g. FTA Master Agreement, dated October 1, 2015;
- h. FTA Circular 4220.1F, “Third Party Contracting Guidance”, dated March 13 14, 2013;
- i. The State Management Plan for Federal and State Transportation Programs (“State Management Plan”);
- j. The Coordinated Transportation Plan for Cabarrus County; and
- k. Subrecipient’s Project Documents attached and incorporated herein as Exhibit A.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the City in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the City or Subrecipient that shall cause any conflict with Local, State, or Federal statutes, rules, regulations or ordinances.

3. Definitions. Unless otherwise defined herein, the following terms shall have the meaning set forth below:

- 3.1 City or Direct Recipient means the City of Concord.
- 3.2 Applicant, or Subrecipient means Cabarrus County.
- 3.3 DOT means the U.S. Department of Transportation
- 3.4 FTA means the Federal Transit Administration
- 3.5 Grant Funds means the FTA funds provided by the City for Subrecipient’s Section 5310 Project.
- 3.6 NCDOT means the North Carolina Department of Transportation.
- 3.7 OMB means the United States Office of Management and Budget.
- 3.8 Prior Approval means securing the City’s written permission prior to taking action or incurring a certain cost.

4. Incorporation of Exhibits. The following Exhibits are attached to this Agreement and are incorporated into and made a part of this Agreement by reference:

- Exhibit A: Subrecipient’s Project Documents
- Exhibit B: Federal Certifications
- Exhibit C Section 5310 Program Management Plan

Each reference to this Agreement shall be deemed to include all Exhibits. Any conflict between any provisions of this Agreement shall be resolved as follows:

- Any clause required by Federal law shall control over all Agreement provisions;
- All Exhibits shall be inferior to the Agreement provisions and each Exhibit shall control over each subsequent Exhibit as delineated by this subsection.

5. **Description of Project.** Subrecipient shall perform the services described in Exhibit A attached to this Agreement and incorporated herein by reference (herein “Project”) except that any reference in Exhibit A to a period of performance shall be changed to the Period of Performance referenced in Section 8 of this Agreement. Unless otherwise provided in Exhibit A, Subrecipient shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Project.

5.1. **Agreement Modification.** In the event that the City desires to alter the terms of this Agreement, or desires a reduction, expansion, or modification of the Project or the Section 5310 Program that includes an alteration of the terms of this Agreement, the City shall issue to Subrecipient a written notification, which specifies such reduction, expansion, or modification. Within fifteen (15) days after receipt of the written notification, Subrecipient shall provide the City with a detailed proposal with a detailed cost or cost reduction and schedule proposal for the alteration. This proposal shall be accepted by the City or modified by negotiations between Subrecipient and the City and, thereafter, both parties shall execute a written Agreement Modification.

Unless specified in a written Agreement Modification, no change, reduction, modification or expansion of the Project within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.

6. **Cost of Project.** The total cost of the Project approved by the City is set forth in the Subrecipient’s Project Documents, incorporated into this Agreement as Exhibit A.

6.1 **City Share.** The City shall provide, from Federal funds, Eighty Percent (80%) of the actual net operating costs of the Project (“City’s Share”), not to exceed eighty five thousand ninety-one dollars. (\$85,091.00).

6.2 **Subrecipient Share.** Subrecipient shall provide Twenty Percent (20%) of the actual net operating costs of the Project as defined in Subrecipient’s Project Documents and any amounts in excess of the City’s Total Share (“Subrecipient’s Share”). Subrecipient shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs. The City shall periodically audit the revenues for consistency with Subrecipient’s Project Documents. Non-cash contributions to Subrecipient’s Share, such as donations, volunteer services, or in-kind contributions, may only be counted if the contribution is for an eligible cost under the Section 5310 program and it was included in the Subrecipient’s In-Kind Valuation Plan approved by the City. The value of in-kind contributions must be documented and supported. The net cost is the price paid minus any refunds, rebates, or other items of value received by Subrecipient which have the effect of reducing the actual cost.

7. **Grant Disbursements.** Each month Subrecipient shall submit an invoice to the City as part of its required Reimbursement Request detailing all direct and indirect costs (if previously approved) incurred pursuant to this Agreement, as further detailed in Exhibit A.

7.1. Subrecipient shall not charge the City overtime rates (as defined by the Fair Labor Standards Act), regardless of the number of hours worked in a given day or week.

7.2. All reimbursable expenses submitted by Subrecipient must comply with the City’s requirements; the OMB’s “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200 and the U.S. DOT’s implementing regulations, 2 CFR Part 1201; and Part 30 of the Federal Acquisition Regulations (FAR).

- 7.3. The City shall disburse the City's Share within thirty (30) days of each valid Reimbursement Request and Quarterly Progress Report and Quarterly Financial Status Report for each quarter submitted by Subrecipient until it has disbursed the entire City Share of the Project Costs. Subrecipient shall continue with its reporting requirements until completion of the Project regardless of when the City makes its final payment obligation.
 - 7.4. The City's determination on whether an incurred cost is allowable, allocable, and reasonable under federal regulations shall be final and conclusive.
 - 7.5. Employment Taxes and Employee Benefits. Subrecipient acknowledges and agrees that its employees and subcontractors are not employees of the City. Subrecipient represents, warrants, and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions which are required by law in connection with the Project.
8. **Period of Performance.** This Agreement shall commence upon the date of execution, unless specific written authorization from the City to the contrary is received. The period of performance for all expenditures shall extend from **October 1, 2018 through March 30, 2023.** Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.
9. **Accounts and Records.**
- 9.1. **Establishment and Maintenance of Accounting Records.** Subrecipient shall establish and maintain separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account. Subrecipient shall use the Grant Funds only for the purposes of the Project and for no other purpose. The accounting system shall be capable of segregating, identifying and accumulating the allocable Project costs. Subrecipient shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Agreement.
 - 9.2. **Documentation of Project Costs.** All charges to the Project Account shall be supported by properly executed invoices, contracts, or vouchers evidencing in detail the nature and the propriety of the charges and shall adhere to the standards established by the OMB's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200 and the U.S. DOT's implementing regulations, 2 CFR Part 1201.
 - 9.3. **Allowable Costs.** Expenditures made by Subrecipient shall be reimbursed by the City as allowable costs to the extent they meet the following requirements:
 - a. Made in conformance with the Project Description and the Project Budget and all other provisions of this Agreement;
 - b. Necessary in order to accomplish the Project;
 - c. Reasonable in amount for the goods or services purchased;
 - d. Actual net costs to Subrecipient (i.e., the price paid minus any refunds, rebates, or other items of value received by Subrecipient which have the effect of reducing the cost actually incurred);
 - e. Incurred (and for work performed) on or after the date of this Agreement, unless specific authorization from the City to the contrary is received;

- f. Made in conformance with the federal cost principles set forth in OMB's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200 and the U.S. DOT's implementing regulations, 2 CFR Part 1201;
 - g. Satisfactorily documented; and
 - h. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the City.
- 10. Reports.** Subrecipient shall advise the City regarding the progress of the Project at such time and in such manner as provided in Exhibit C, "Section 5310 Program Management Plan", attached and incorporated hereto. Subrecipient shall report on a monthly, quarterly, and annual basis ridership and other data in the form as requested by the City, including an invoice for reimbursement of eligible costs. Subrecipient shall collect and submit to the City, at such time as the City requires, financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the City. In addition, Subrecipient shall furnish the City with a copy of an independent annual audit following completion of the Project.
- 11. Equipment.** Equipment purchased for the Project shall only be used for passenger transportation services as approved in Subrecipient's Project Documents, attached as Exhibit A. Subrecipient understands and agrees that the FTA retains an interest in any Project equipment for that equipment's useful life or until it purchases the federal interest, whichever occurs first. Subrecipient shall only use Project equipment purchased with Grant Funds for public transportation services as approved by the City even if federal funding of the Project is discontinued. Subrecipient shall not transfer ownership of any Project equipment without prior written approval from the City and the FTA, if required.
- 11.1 Equipment's Useful Life. Subrecipient may purchase the federal interest of Project equipment any time prior to the expiration of the equipment's useful life. The federal interest is the federal percentage share of the equipment's current fair market value as determined by an independent appraisal of the equipment.
 - 11.2 Vehicles. Subrecipient understands and agrees that the FTA retains an interest in any vehicles purchased for the Project. That interest continues for the useful life of the vehicle or until Subrecipient purchases the FTA's interest, whichever occurs first. Subrecipient understands and agrees that, in order to protect the FTA's interest, the City shall retain the title for any vehicles purchased for the Project.
 - 11.3 Vehicle Use. Subrecipient understands and agrees that any vehicles purchased with Grant Funds are expected to attain a minimum of 100 passenger service miles per week, per vehicle or 100 one-way passenger trips per week per vehicle.
 - 11.4 Replacement Vehicles. If an accident occurs that removes a vehicle from further operations prior to the end of its useful life, the City shall receive the insurance proceeds. If Subrecipient purchases a replacement vehicle of a similar type and of equal or greater value than the one damaged, the City shall forward the insurance proceeds to Subrecipient once Subrecipient provides evidence of its purchase. If Subrecipient does not purchase a replacement vehicle, the City shall retain the federal percentage share of the insurance proceeds and provide Subrecipient with the local percentage share of the insurance proceeds.

- 11.4 Maintenance. Subrecipient shall follow the maintenance requirements for vehicles as provided in CATS Facility Maintenance Plan and Bus Fleet Management Plan (combined the “FMP”) for preventative maintenance, vehicle servicing, and vehicle replacement. Subrecipient shall make these records as well as its vehicles available for inspection during the City’s site visits.
- 11.5. Database. Subrecipient shall maintain a database of vehicle inventory records that shall include but not be limited to the vehicle year, make, and model; date accepted; included equipment; location; inspection, mileage and condition; funding used for the purchase; and maintenance information.

12. Audit and Inspection. Subrecipient shall permit and shall require its contractors to permit the City, the FTA, and the Comptroller General of the United States, or their authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records, and accounts of Subrecipient pertaining to the Project.

Subrecipient shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, Subrecipient shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection and audit by the City or the FTA.

13. Representations and Warranties of Subrecipient. Subrecipient represents and covenants that:

- 13.1. Subrecipient has the qualifications, skills and experience necessary to perform the Project described or referenced in Exhibit A.
- 13.2. The Project shall be performed in accordance with all requirements set forth in this Agreement, including but not limited to Exhibits A and B.
- 13.3. Neither the Project, nor any Deliverables provided by Subrecipient under this Agreement, will infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. Subrecipient shall not violate any non-compete agreement or any other agreement with any third party by entering into or performing this Agreement.
- 13.4. Subrecipient affirms that it has not retained any party other than a bona-fide employee working for Subrecipient to solicit this Agreement, and that it has not paid or agreed to pay any outside party consideration in any form contingent upon securing this Agreement. The City shall have the right to terminate this Agreement for cause for any breach of this warranty.
- 13.5. In connection with its obligations under this Agreement, Subrecipient shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses.
- 13.6. Subrecipient warrants that it has all the requisite power and authority to execute, deliver and perform its obligations under this Agreement, including but not limited to paying Subrecipient’s Share of the Project Costs, as described in Section 6.

14. Termination of Agreement.

- 14.1 Termination for Convenience. The City, upon thirty (30) days written notice, may terminate this Agreement in whole or in part, when it is in the interest of the City. If this Agreement is terminated, the City shall be liable only for payments under the payment

provisions of this Agreement for services rendered and costs incurred before the effective date of termination.

- 14.2 Termination for Funding Withdrawal. The City may terminate this Agreement immediately on written notice to Subrecipient if at any time the FTA for any reason does not award further Grant Funds for Section 5310 Programs to the City. Subrecipient shall be paid under the payment provisions of this Agreement for any services rendered and costs incurred prior to the effective date of such termination.
- 14.3 Termination for Default. If Subrecipient fails to perform the services within the time specified in this Agreement or any extension or if Subrecipient fails to comply with other provisions of this Agreement, the City may, subject to the cure provision in Section 14.4, terminate this Agreement for default. The City shall terminate by delivering a Notice of Termination to Subrecipient specifying the nature of the default. Subrecipient shall only be paid for services performed and costs incurred in accordance with the manner or performance set forth in this Agreement.
- 14.4 Opportunity to Cure. The City shall, in the case of a termination for default, provide Subrecipient seven (7) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Subrecipient fails to remedy to the City's reasonable satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within seven (7) business days after receipt of the City's notice, the City shall have the right to terminate the Agreement without any further obligation to Subrecipient, except for payment in the manner or performance set forth in this Agreement for services rendered and costs incurred prior to such termination. Any such termination for default shall not in any way preclude the City from also pursuing all available remedies against Subrecipient and its sureties for said breach or default.
- 14.5 Waiver of Remedies for Breach. In the event the City elects to waive its remedies for any breach by Subrecipient of any covenant, term or condition of this Agreement, such waiver by the City shall not limit the remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- 14.6 Obligations upon Expiration or Termination. Upon expiration or termination of this Agreement, Subrecipient shall promptly provide the City with a written statement describing in detail the status of the Project as of the date of termination, including an invoice documenting all Project Costs as of the date of termination. Termination of this Agreement shall not relieve Subrecipient of the obligation to file any monthly, quarterly, or annual reports nor relieve Subrecipient from any claim for reimbursement of Grant Funds previously accrued or then accruing against Subrecipient.

15. Relationship of the Parties. The relationship of the parties established by this Agreement is the City as recipient and Subrecipient as the subrecipient of federal grant funds as defined by the FTA. With the exception of the required administrative oversight of the Project by the City, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

16. Indemnification.

- 16.1 To the fullest extent permitted by law, Subrecipient shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “charges” (as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Project (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by Subrecipient or its subcontractors in connection with this Agreement; or (iii) arising from Subrecipient’s failure to perform its obligations under this Agreement or from any act of negligence or willful misconduct by Subrecipient or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that Subrecipient or an employee or subcontractor of Subrecipient is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term “Indemnitees” means the City, the State of North Carolina, and the United States Department of Transportation (U.S. DOT), and the officers, officials, employees, agents and independent contractors (excluding Subrecipient) of the City, the State, or the U.S. DOT; and (b) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).
- 16.2 This Section 16 shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).
- 16.3 Notwithstanding the foregoing, Subrecipient shall not be liable to the City to the extent a claim arises from the City’s negligence or willful misconduct or the negligence or willful misconduct of any employee or agent of the City.

17. Insurance.

17.1 General Requirements.

- a. Subrecipient shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this **Section 17**, and the City has approved such insurance. Subrecipient shall not allow any subcontractors to commence work on its subcontract until all insurance required of the subcontractors has been obtained and approved.
- b. All insurance policies required by **Section 17.2** shall be with insurers qualified and doing business in North Carolina and recognized by the Secretary of State and the Insurance Commissioner’s Office. Subrecipient shall name the City as an additional insured under the commercial general liability policy required by **Section 17.2**.
- c. Subrecipient’s insurance, except for Automobile Liability, shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Subrecipient’s operations under this Contract. Subrecipient and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in **Section 16**).
- d. The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall

be the sole responsibility of Subrecipient and/or subcontractors providing such insurance.

- e. Within three (3) days after execution of this Contract, Subrecipient shall provide the City with Certificates of Insurance documenting that the insurance requirements set forth in this **Section 17** have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. Subrecipient shall further provide such certificates of insurance to the City at any time requested by the City after execution of this Contract, and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of Subrecipient shall not relieve Subrecipient of its obligation to meet the insurance requirements set forth in this Contract.
 - f. Should any or all of the required insurance coverage be self-funded/self-insured, Subrecipient shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.
 - g. If any part of the work under this Agreement is sublet, the subcontractors shall be required to meet all insurance requirements set forth in this **Section 17**, provided that the amounts of the various types of insurance shall be such amounts as are approved by the City in writing. However, this will in no way relieve Subrecipient from meeting all insurance requirements or otherwise being responsible for the subcontractors.
- 17.2 Subrecipient agrees to purchase and maintain, during the life of this Agreement, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance policies:
- a. **Automobile Liability.** Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate, or as the State of North Carolina requires, whichever is greater.
 - b. **Commercial General Liability.** Bodily injury and property damage liability shall protect Subrecipient and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Subrecipient, any subcontractor, or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.
 - c. **Workers' Compensation Insurance.** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

d. **Umbrella.** Umbrella insurance should be no less than \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise, \$2,000,000 per occurrence.

e. **Professional Liability.** Professional Liability insurance policy limit requirements shall be based on the total amount of compensation to be paid to Subrecipient under this Agreement and on a determination by City of whether the services provided under this Agreement are for hazardous or non-hazardous activities. The required limits are:

Non-Hazardous Activities: \$1,000,000 per claim/\$1,000,000 annual aggregate.

Hazardous Activities:

For contracts less than \$100,000: \$2,000,000 per claim/\$2,000,000 annual aggregate.

For contracts over \$100,000: \$5,000,000 per claim/\$5,000,000 annual aggregate

18. Drug-Free Workplace. The City is a drug-free workplace employer. The Concord City Council has adopted a policy requiring Companies to provide a drug-free workplace in the performance of any City contract. Subrecipient hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

- 18.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 18.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) Subrecipient's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 18.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- 18.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 18.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 18.6 Require any party to which it subcontracts any portion of the work under this Agreement to comply with the above provisions.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.

19. Civil Rights. As a condition of entering into this Agreement, Subrecipient represents and warrants that it will fully comply with all civil rights laws and implementing regulations including, but not limited to, the following:

- a. Nondiscrimination in Federal Public Transportation Programs. The Subrecipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Title VI of the Civil Rights Act. The Subrecipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations.
- c. Equal Employment Opportunity. The Subrecipient agrees to comply, and assures the compliance of each third party Subrecipient at any tier of the Project and each sub-recipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Accordingly, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Subrecipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- d. E-Verify Compliance. The Subrecipient agrees that if it enters into any subcontracts in order to perform any of its obligations under this contract, will require that the contractors and its subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64.
- e. Disadvantaged Business Enterprises. The Subrecipient agrees to promote the use of small and disadvantaged business enterprise contractors.
 - (1) Policy. It is the policy of the CITY that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.
 - (2) Goals. Even though specific DBE goals are not established for this project, the CITY encourages the Subrecipient to have participation from DBE contractors and/or suppliers.

- (3) Listing of DBE Subcontractors. The Subrecipient shall submit a listing of all known DBE subcontractors that will participate in the performance of this Project.
 - (4) DBE Certification. Only contractors identified as DBE certified through NCDOT's Unified Certification Program (UCP) shall be listed and counted for DBE participation.
 - (5) Reporting Disadvantaged Business Enterprise Participation. When payments are made to Disadvantaged Business Enterprise (DBE) contractors, including material suppliers, contractors at all levels, the Subrecipient shall provide the CITY with an accounting of said payments.
 - (6) Replacement of Subcontractors. Subrecipient shall not replace a DBE subcontractor without prior approval of the CITY. CONTRACTOR agrees to make a good faith effort to replace any DBE subcontractor with another DBE subcontractor.
- f. Access for Individuals with Disabilities. The Subrecipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Subrecipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the CITY determines otherwise in writing.
- g. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the CITY determines otherwise in writing, the Subrecipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.
- h. Environmental Justice. The Subrecipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the CITY determines otherwise in writing.

- i. **Other Nondiscrimination Laws.** The Subrecipient agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable.

As a condition of entering into this Agreement, Subrecipient agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (b) if requested, provide to the City, within sixty (60) days after the request, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Subrecipient has used on City contracts in the past five (5) years, including the total dollar amount paid by contractor on each subcontract or supply contract. Subrecipient further agrees to fully cooperate in any investigation conducted by the City pursuant to the City’s Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

Subrecipient understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Subrecipient from participating in City contracts and other sanctions.

20. Notices and Principal Contacts. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For Subrecipient _____

For the City:

Dana Hood
 35 Cabarrus Ave West
 PO Box 308
 Concord, NC 28026-308
 Phone: (704) 920-5229
 Fax: (704) 920-5231
 E-mail: hoodd@concordnc.gov

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall further be copied to the following (in addition to being sent to the individuals specified above):

For Subrecipient: _____

For the City:

Valerie Kolczynski
 City Attorney’s Office
 35 Cabarrus Ave West
 PO Box 308
 Concord, NC 28226
 Phone: (704) 920-5118
 E-mail: Kolczynv@concordnc.gov

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

21. Governing Law, Jurisdiction and Venue. North Carolina law shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Cabarrus County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Cabarrus County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

22. Breaches and Dispute Resolution.

22.1 For all disputes, the parties shall first meet in good faith to resolve the dispute. If the parties are unsuccessful in settling the dispute, such meeting shall be followed by non-binding mediation conducted pursuant to the conditions set forth in this Section.

22.2 Any contractor or subcontractor performing work or providing supplies or services used in this Agreement that is a party to an issue or claim in which the amount in controversy is at least fifteen thousand dollars (\$15,000) may require others that are party to the issue or claim to participate in the Dispute Resolution Process set forth in this Section. Unless otherwise directed by the City, Subrecipient shall continue performance under this Agreement while matters in dispute are being resolved. The process set forth by this Section may be foregone upon the mutual written agreement of all parties in interest to the individual dispute. Otherwise, full compliance with this Section is a precondition for any party to initiating any form of litigation concerning the dispute.

22.3 Subcontract Inclusion. Subrecipient shall and hereby agrees to include this Section in every subcontract or any other agreement it enters into with any party that will be involved in this project.

22.4 Parties at Issue and Required Notice.

(a) If the City is not a party to the issue or claim, the party requesting dispute resolution must notify the City, in writing, of the requested dispute resolution and must include a brief summary of the issue including the alleged monetary value of the issue. The written notice must be sent to the City prior to the service of the request for dispute resolution upon the parties to the issue.

(b) If the party requesting dispute resolution is a subcontractor, it must first submit its claim to the Prime Contractor with whom it has a contract. If the matter is not resolved through the Prime Contractor's informal involvement, then the matter becomes ripe for the Dispute Resolution Process under this Section, and the party may submit its written notice of Dispute Resolution to the City.

(c) The City is under no obligation to secure or enforce compliance with this Section in which the City is not a party. The City is entitled to notice as required by this Section, but has no obligation to administer, mediate, negotiate, or defray any costs in which the City is not a party, except for the selection of a mediator as set forth in Subsection

18.6.1 below.

- (d) If the City is a party to the issue, the party requesting resolution must submit a written request to the City.
- (e) Upon receipt of a written request for dispute resolution that fully complies with the requirements of this Section, the parties to the dispute shall follow the process as set forth in this Section in good faith. The costs of the process shall be divided equally among the parties.

22.5 Formal Resolution Meeting. Representatives of each party shall meet as soon as reasonable to attempt in good faith to resolve the dispute. If the City is a party to the dispute, all other parties must be represented by a person with the authority to settle the dispute on behalf of their respective organizations. The parties may, by agreement and in good faith, conduct further meetings as necessary to resolve the dispute. If resolution is not achieved, the parties shall initiate mediation as set forth below.

22.6 Mediation.

- (a) Selection of Mediator. The parties shall in good faith select a mediator certified in accordance with the rules of mediator certification in Superior Court in North Carolina. If the parties desire a mediator not so certified, the City's consent to such a mediator must first be obtained in writing. If the parties cannot agree to a mediator within a reasonable time, the City shall have the right to unilaterally select a certified mediator if the City is a party to the dispute or, if the City is not a party to the dispute but is requested to do so by a party to the dispute.
- (b) Mediation Contract. Upon selection of a mediator, the parties to the dispute shall in good faith enter into a mediation agreement that shall include terms governing the time, place, scope, and procedural rules of the mediation including those set forth in Subsection 22.6(c) below. The agreement shall also include terms governing the compensation, disqualification, and removal of the mediator. All terms of the mediation agreement must be consistent with the terms of this Section and Agreement, as well as all applicable laws. If the parties fail to agree to the procedural rules to be used, then the American Arbitration Association Construction Industry Mediation Rules shall be used to the extent such rules are consistent with this Agreement and applicable law.
- (c) Stalemate. If after all reasonable good-faith attempts to resolve the dispute have been made, it appears to the mediator that the parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the parties and shall issue a written Notice of Stalemate, which shall conclude the dispute resolution process, unless the parties agree otherwise.

23. No Liability for Special or Consequential Damages. The City and Subrecipient shall not be liable to each other, their agents or representatives or any subcontractors for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Agreement.

24. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all

obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

25. No Publicity. No advertising, sales promotion or other materials of Subrecipient or its agents or representations may identify or reference this Agreement or the City in any manner without the written consent of the City.

26. Approvals. All approvals or consents required under this Agreement must be in writing.

27. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any right or remedy, or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that right or remedy or of any other right or remedy.

28. Survival of Provisions. All provisions of this Agreement which by their nature and effect are required to be observed, kept or performed after termination of this Agreement shall survive the termination of this Agreement and remain binding thereafter, including but not limited to the following:

Section 7.5	“Employment Taxes and Employee Benefits”
Section 11	“Equipment”
Section 13	“Representations and Warranties of Subrecipient”
Section 14	“Termination of Agreement”
Section 16	“Indemnification”
Section 17	“Insurance
Section 20	“Notices and Principal Contacts”

29. Familiarity and Compliance with Laws and Ordinances. Subrecipient agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Project. Subrecipient further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Project.

30. Conflict of Interest and Code of Conduct. Subrecipient shall notify the City immediately if it has a real or apparent conflict of interest with regard to this Agreement. Subrecipient shall not use its position for personal or organizational gain. Subrecipient shall not engage in any transaction that presents a real or apparent conflict of interest. Subrecipient shall not engage in any transaction incompatible with the proper discharge of its duties in the public interest or that would tend to impair independent judgment or action in performance of its contractual obligations.

Subrecipient shall not give gifts or favors to City staff nor shall City staff accept gifts or favors in violation of N.C.G.S. § 133-32 or City Policy HR 12.3 regarding gifts and favors.

31. Construction of Terms. Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved

by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

- 32. Federal Clauses.** The work to be performed under this Agreement will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Agreement. The most recent of such Federal requirements, including any amendments made after the execution of this Agreement, shall govern this Agreement, unless the Federal Government determines otherwise. Subrecipient agrees to comply with the following federal requirements that are applicable to this Agreement and shall incorporate these requirements into any subagreement or subcontract it executes pursuant to its obligations under this Agreement.

To the extent applicable, the Federal requirements contained in the most recent version of the Federal Transit Administration (“FTA”) Master Agreement, as amended (the “Master Agreement”), including any certifications and contractual provisions required by any Federal statutes or regulations referenced therein to be included in this Agreement, are deemed incorporated into this Agreement by reference and shall be incorporated into any sub agreement or subcontract executed by Subrecipient pursuant to its obligations under this Agreement. Subrecipient and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable Federal, State and Local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the work to be performed under this Agreement. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

32.1 Energy Conservation. Subrecipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et. seq.* This requirement extends to all third party contractors and their contracts at every tier.

32.2 Clean Water.

(a) Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.* Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

32.3 Clean Air. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, *et seq.* Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- 32.4 Recovered Materials. Subrecipient agrees to comply with all the requirements of section 6002 of the Resource conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- 32.5 Charter Bus Operations. Subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.
- 32.6 School Bus Operations. Pursuant to 49 U.S.C. § 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- 32.7 Lobbying. Pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended by the Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601, *et seq.*, Subrecipient shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." This requirement extends to all third-party contractors and their contracts at every tier. Each tier certifies to the tier above that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the City. This Certification is attached with Subrecipient’s Project Documents in Exhibit A.
- 32.8 Access to Records and Reports. Subrecipient agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- Subrecipient agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Subrecipient agrees to maintain same until the City, the FTA Administrator, the Comptroller General or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- 32.9 Federal Changes. Subrecipient shall at all times comply with all applicable FTA

regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this Agreement.

- 32.10 No Government Obligation to Third Parties. The City and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Section 5310 grant, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Section 5310 grant.

Subrecipient agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- 32.11 Program Fraud and False or Fraudulent Statements or Related Acts.

(a) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, *et. seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of this Agreement, Subrecipient certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to the underlying Agreement or the Project. In addition to other penalties that may be applicable, Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.

(b) Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Subrecipient, to the extent the Federal Government deems appropriate.

(c) Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

- 32.12 Government-Wide Debarment and Suspension (Nonprocurement). This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Subrecipient is required to verify that neither it, nor its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) is excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Subrecipient is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction in which it enters. Upon execution of this Agreement, Subrecipient certifies as follows:

"The certification in this clause is a material representation of

fact relied upon by the City. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Subrecipient agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Agreement. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

32.13 Civil Rights Requirements. The following requirements apply to this Agreement:

- (a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:
 - (i) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
 - (ii) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.

- (iii) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- 32.14 Disadvantaged Business Enterprises. Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate. Subrecipient agrees to include the assurance in this paragraph in any agreement it signs with a subcontractor for the Project.
- 32.15 ADA Access. Subrecipient agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:
 - (a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
 - (b) DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
 - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
 - (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
 - (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
 - (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
 - (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
 - (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
 - (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;

- (j) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; and
- (k) Any implementing requirements FTA may issue.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32.16 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of the City’s requests which would cause the City to be in violation of the FTA terms and conditions. This requirement extends to all third-party contracts and their contracts at every tier.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

CITY OF COCORD

CABARRUS COUNTY

By: _____

By: _____

Print Name: Lloyd Wm. Payne, Jr.

Print Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

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

Finance Director

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Section 5310 Funding Program Application

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

Part I – Funding Request

Applicant Information

Organization Name: Cabarrus County Transportation

Contact Person: Robert Bushey/ Anthony Hodges

Address: 1303 South Cannon Blvd

City, State, Zip: Kannapolis, NC 28083

Telephone: 704-920-2932 Fax: 704-262-7039

Email: rwbushey@cabarruscounty.us/alhodges@cabarruscounty.us

Website: Cabarruscounty.us/government/departments/transportation

Project Information

Title: Elderly and Handicapped Transportation

Brief Description: Cabarrus County Transportation provides approximately 25,000 trips a year for seniors and handicapped individuals, however, the need is much greater. There is a gap in funding to cover these trips.

Project Type: Traditional Other

Service days/hours (if applicable): Monday-Friday 7:00AM- 5:00PM

Estimated Cost per One-Way Trip (if applicable): \$18.00

Estimated Daily Riders per Weekday/Weekend (if applicable): 55

Part II – Project Narrative

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

Expanded Project Description

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

Project Needs

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

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

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

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

Project Planning and Implementation

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

Describe the project timeline and project lifespan?

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

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

Project Budget

Draft Program Management Plan

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

Program Effectiveness and Evaluation

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

Organizational Preparedness

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

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

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

Part III – Proposed Project Budget

Project Funding

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

Total Project Budget	\$ <u>203,508</u>	
Capital Federal Share	\$ _____	_____ %
Capital Local Match	\$ _____	_____ %
Operating Federal Share	\$ <u>203,508</u>	<u>50</u> %
Operating Local Match	\$ <u>203,508</u>	<u>50</u> %

Local Match Fund Source: \$147,674 HCCBG grant, \$39,425 ROAP Grant, \$16,409 local

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

Exhibit B

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

PREFACE

Before the Federal Transit Administration (FTA or We) may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, loan guarantee, master credit agreement, or State Infrastructure Bank (SIB) cooperative agreement, certain pre-award Certifications and Assurances are required, except as FTA determines otherwise in writing. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2018.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek FTA assistance during FY 2018. As provided by federal laws, regulations, and requirements, FTA may award federal assistance only if the Applicant's Authorized Representative selects adequate Certifications and Assurances.

We have consolidated our Certifications and Assurances into twenty-one (21) Categories.

We encourage you to make a single selection that will encompass all twenty-one (21) Categories of Certifications and Assurances that apply to our various programs. FTA, the Applicant, and the Applicant's Authorized Representative, understand and agree that not every provision of these twenty-one (21) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-one (21) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

In the alternative:

- All Applicants must select the Assurances in Category 01, "Required Certifications and Assurances for each Applicant.*
- If your Applicant requests or intends to request more than \$100,000 in federal assistance during FY2018, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization.*
- Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 21.*

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.

Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the selected Certifications and Assurances. You also must identify each member's role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.

It is important that you and your Applicant also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2018 Certifications and Assurances and its applications for federal assistance in FTA's Transit Award Management System (TrAMS). You must be registered in TrAMS to submit your Applicant's FY 2018 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-one (21) Categories of Certifications and Assurances and a designated field for selecting all twenty-one (21) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2018 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation to be enacted,*
- The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015,*
- Previous enabling legislation that remains in effect, and*
- Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2018.*

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other applicable Certifications and Assurances, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.

01.A. Certifications and Assurances of Authority of the Applicant and Its Authorized Representative.

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and your Applicant's by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, Line of Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

01.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.
5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

01.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for federal assistance to the appropriate state and local agencies for intergovernmental review.

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:
 - a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
 - c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
 - d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
 - e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
 - f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
 - g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
 - h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
 - i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
 - j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.
3. As required by 49 CFR § 21.7:

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

- a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
 - (1) It implements its Award,
 - (2) It undertakes property acquisitions, and
 - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
- b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
- c. It will promptly take the necessary actions to carry out this assurance, including the following:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the federal assistance is extended, or
 - (2) While the property is used for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, or
 - (3) This assurance.
- f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. § 5332.
- g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
- h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
 - (1) Subrecipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or
 - (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
 - (1) Subagreement at any tier,
 - (2) Property transfer agreement,

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

- (3) Third party contract or subcontract at any tier,
- (4) Lease, or
- (5) Participation agreement.
- j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
 - (1) Federal assistance is provided for its Award,
 - (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
 - (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
 - (4) It transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
 - (5) FTA may otherwise determine in writing.
4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
 - a. It will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment,
 - (3) Undertake studies,
 - (4) Conduct research, or
 - (5) Participate in any benefit or obtain any benefit from any FTA administered program.
 - b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
 - (1) Excluded from participation,
 - (2) Denied benefits, or
 - (3) Otherwise subjected to discrimination.

01.E Procurement Certification.

The Applicant agrees to comply with:

- a. U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, particularly 2 CFR §200.317-26 "Procurement Standards;
- b. Federal laws, regulations, and requirements applicable to FTA procurements; and
- c. The latest edition of FTA Circular 4220.1 and other applicable federal guidance.

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01.F. Suspension and Debarment, Tax Liability, and Felony Convictions Certifications.

01.F.1 Suspension and Debarment.

On behalf of your Applicant, you certify that:

- a. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180.
- b. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - (1) Are eligible to participate in covered transactions of any federal department or agency and are not presently:
 - (a) Debarred,
 - (b) Suspended,
 - (c) Proposed for debarment,
 - (d) Declared ineligible,
 - (e) Voluntarily excluded, or
 - (f) Disqualified.
 - (2) Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
 - (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction, or contract under a public transaction,
 - (b) Violation of any federal or state antitrust statute, or
 - (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
 - (3) It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in the preceding subsection b(2) of this Certification.
 - (4) It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification.
 - (5) If, at a later time, it receives any information that contradicts the preceding statements of subsections a or b of this Category 01.F Certification, it will promptly provide that information to FTA.
 - (6) It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (a) Equals or exceeds \$25,000,
 - (b) Is for audit services, or
 - (c) Requires the consent of a federal official.
 - (7) It will require that each covered lower tier contractor and subcontractor:
 - (a) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
 - (b) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:

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- 1 Debarred from participation in any federally assisted Award,
 - 2 Suspended from participation in any federally assisted Award,
 - 3 Proposed for debarment from participation in any federally assisted Award,
 - 4 Declared ineligible to participate in any federally assisted Award,
 - 5 Voluntarily excluded from participation in any federally assisted Award, or
 - 6 Disqualified from participation in any federally assisted Award.
- c. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.F.1 Certification.

01.F.2. Tax Liability.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

- a. Your Applicant and its prospective Subrecipients have no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when issued.

01.F.3. Felony Convictions.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

- a. Your Applicant and its prospective Subrecipients have not been convicted of a felony criminal violation under any federal law within the preceding 24 months.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when it is issued.

01.G. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 01.G are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
 - a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and properly complete the tasks to implement its Award, including:
 - (1) The legal authority to apply for federal assistance,
 - (2) The institutional capability,
 - (3) The managerial capability, and
 - (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
 - b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:

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- (1) FTA,
- (2) The Comptroller General of the United States, and
- (3) The State, through an appropriate authorized representative.
- c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
- d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
 - (1) A personal or organizational conflict of interest or personal gain, or
 - (2) An appearance of a personal or organizational conflict of interest or personal gain.
2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
 - a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
 - b. For FTA assisted construction Awards:
 - (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
 - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
 - (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property, and it will include such covenant in any transfer of such property,
 - (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
 - (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
 - c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory Requirements.* On behalf of your Applicant, you assure that:
 - a. Your Applicant will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
 - (1) The prohibitions against discrimination based on race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
 - (2) The prohibitions against discrimination based on sex, as provided in:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25.

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- (3) The prohibitions against discrimination based on age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.
 - (4) The prohibitions against discrimination based on disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.
 - (5) The prohibitions against discrimination based on disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101.
 - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*
 - (7) The prohibitions against discrimination based on drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*
 - (8) The prohibitions against discrimination based on alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*
 - (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.
 - (10) The prohibitions against discrimination in employment as provided in Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
 - (11) The nondiscrimination provisions of any other statute(s) that may apply to its Award.
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
- (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
 - (2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as specified by 42 U.S.C. §§ 4630 and 4655, and
 - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR § 24.4.
 - (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
 - (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 - 1 Displaced families or individuals, and
 - 2 Displaced corporations, associations, or partnerships.

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- (c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 - 1 Displaced families and individuals, and
 - 2 Displaced corporations, associations, or partnerships.
 - (d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.
 - (e) It will do the following:
 - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.
 - (f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.
 - (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.
 - (h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.
 - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.
 - (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.
 - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
 - d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
 - (1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
 - (2) U.S. DOT regulations, “Protection of Human Subjects,” 49 CFR part 11.
 - e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
 - (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,
 - (2) Sections 1 and 2 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
 - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*
 - f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:

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- (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
- (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
- (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
- (4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, as amended, 42 U.S.C. § 4321 note.
- (5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.
- (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
- (7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
- (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
- (9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as “Section 4f”).
- (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
- (11) Complying with and facilitating compliance with:
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,
 - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
 - (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.
- g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
 - (1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
 - (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4.
- h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.

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- i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
 - (1) Participating in the federal flood insurance program, and
 - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- j. It will comply with:
 - (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
 - (2) 49 U.S.C. § 5323(1)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.
- k. It will perform the financial and compliance audits as required by the:
 - (1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
 - (2) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 200, and
 - (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).
- l. It will comply with all other federal laws, regulations, and requirements that apply.
- m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding \$100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, you must select the Lobbying Certifications in Category 02, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, and/or except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, “New Restrictions on Lobbying,” specifically 49 CFR § 20.110:
 - a. The lobbying restrictions of this Certification apply to its requests:
 - (1) For \$100,000 or more in federal assistance for a grant or cooperative agreement, and

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- (2) For \$150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
 - b. Your Certification on your Applicant's behalf applies to the lobbying activities of:
 - (1) The Applicant,
 - (2) Its Principals, and
 - (3) Its Subrecipients at the first tier.
2. To the best of your knowledge and belief:
 - a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
 - b. Your Applicant will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with the instructions on that form, if any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
 - c. Your Applicant will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
 - (1) Each third party contract,
 - (2) Each third party subcontract,
 - (3) Each subagreement, and
 - (4) Each third party agreement.
3. Your Applicant understands that:
 - a. This Certification is a material representation of fact that the Federal Government relies on, and
 - b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
 - (1) Federal grant or cooperative agreement, or
 - (2) Federal loan, line of credit, loan guarantee, or loan insurance.
4. Your Applicant understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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CATEGORY 03. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 03.A and enter into the Agreements in Category 03.B and Category 03.C on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 03 that does not apply will not be enforced.

03.A. Private Property Protections.

If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 03.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. Your Applicant has or will have:
 - a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
 - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
 - c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. Your Applicant has completed the actions described in the preceding section 1 of this Category 03.A Certification before:
 - a. It acquires the property or an interest in the property of a private provider of public transportation, or
 - b. It operates public transportation equipment or facilities:
 - (1) In competition with transportation service provided by an existing public transportation operator, or
 - (2) In addition to transportation service provided by an existing public transportation operator.

03.B. Charter Service Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 03.B applies to your Applicant, except as FTA determines otherwise in writing.

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To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, “Charter Service, 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA’s “Charter Service” regulations apply as follows:
 - a. FTA’s Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under an Award derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - b. FTA’s charter service restrictions extend to:
 - (1) Your Applicant, when it receives federal assistance appropriated or made available for:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - (2) Any Third Party Participant that receives federal assistance derived from:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - c. A Third Party Participant includes any:
 - (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third Party Contractor or Subcontractor at any tier, and
 - (4) Other Third Party Participant in its Award.
 - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
 - (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
 - (2) FTA regulations, “Charter Service,” 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
 - (3) Any other federal Charter Service regulations, or
 - (4) Federal guidance, except as FTA determines otherwise in writing.
 - e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.
 - f. You and your Applicant agree that:
 - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA that has demonstrated a pattern of violating of FTA’s Charter Service regulations by:
 - (a) Conducting charter operations prohibited by federal transit laws and FTA’s Charter Service regulations, or

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- (b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances.
- (2) These corrective measures and remedies may include:
 - (a) Barring your Applicant or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
 - (b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or
 - (c) Any other appropriate remedy that may apply.
- 2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
 - a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. § 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
 - b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
 - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Applicant provides a private intercity or charter transportation operator reasonable access to that Applicant's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

03.C. School Bus Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 03.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), your Applicant agrees to enter into the following School Bus Agreement:

- 1. FTA's "School Bus Operations" regulations at 49 CFR part 605 restricts school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
 - a. Federal transit laws, 49 U.S.C. chapter 53,
 - b. 23 U.S.C. §§ 133 or 142, or
 - c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- 2. FTA's school bus operations restrictions extend to:
 - a. Your Applicant, when it receives federal assistance appropriated or made available for:

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- (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- b. Any Third Party Participant that receives federal assistance derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
3. A Third Party Participant includes any:
 - a. Subrecipient at any tier,
 - b. Lessee,
 - c. Third Party Contractor or Subcontractor at any tier, and
 - d. Any other Third Party Participant in the Award.
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
 - b. FTA regulations, “School Bus Operations,” 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
 - c. Any other federal School Bus regulations, or
 - d. Federal guidance, except as FTA determines otherwise in writing.
5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA’s latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
 - a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
 - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 04. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 04, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 04 that does not apply will not be enforced.

04.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.

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On behalf of your Applicant, you certify that, when procuring rolling stock for use in revenue service:

1. Your Applicant will comply with:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
 - b. FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
 - a. Your Applicant will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
 - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

04.B. Bus Testing.

If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 04.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. FTA’s bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA’s Bus Testing regulations, and it will comply with:
 - a. 49 U.S.C. § 5318, and
 - b. FTA regulations, “Bus Testing,” 49 CFR part 665.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration, your Applicant will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
 - a. That new bus or new bus model has been tested at FTA’s bus testing facility, and
 - b. It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
 - a. Performance standards for:
 - (1) Maintainability,
 - (2) Reliability,
 - (3) Performance (including braking performance),
 - (4) Structural integrity,
 - (5) Fuel economy,
 - (6) Emissions, and
 - (7) Noise, and
 - b. Minimum safety performance standards established under 49 U.S.C. § 5329, when issued.
4. It will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the “Pass/Fail” standard established by regulation.

CATEGORY 05. DEMAND RESPONSIVE SERVICE.

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Before FTA may provide federal assistance to a public entity that operates demand responsive service for an Award to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 05, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

As required by U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
 - a. Individuals with disabilities, including individuals who use wheelchairs, and
 - b. Individuals without disabilities.
2. Viewed in its entirety, your Applicant’s service for individuals with disabilities is:
 - a. Provided in the most integrated setting feasible, and
 - b. Equivalent to the service it offers individuals without disabilities with respect to:
 - (1) Response time,
 - (2) Fares,
 - (3) Geographic service area,
 - (4) Hours and days of service,
 - (5) Restrictions on priorities based on trip purpose,
 - (6) Availability of information and reservation capability, and
 - (7) Constraints on capacity or service availability.

CATEGORY 06. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 06, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 06 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the “National ITS Architecture.”
2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

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CATEGORY 07. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 07, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Category 07 that does not apply will not be enforced.

07.A. Interest and Financing Costs.

If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 07.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
 - a. It is eligible to receive federal assistance for those costs, and
 - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
 - a. The Urbanized Area Formula Grants Program,
 - b. A Full Funding Grant Agreement,
 - c. An Early Systems Work Agreement,
 - d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
 - e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
 - f. Any other program as FTA may specify.

07.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 07.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, “Capital Leases,” 49 CFR part 639, to the extent consistent with the FAST Act. If your

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Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

CATEGORY 08. TRANSIT ASSET MANAGEMENT PLAN, PUBLIC TRANSPORTATION AGENCY SAFETY PLAN, AND STATE SAFETY OVERSIGHT REQUIREMENTS.

Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 08, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 08 that does not apply will not be enforced.

08.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will:

1. Comply with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
2. Follow federal guidance that will implement the regulations at 49 CFR part 625.

08.B. Public Transportation Safety Program.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State, local government authority, or any other operator of a public transportation system, the particular provisions under the Public Transportation Safety Program in Category 08.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will comply with applicable regulations, and follow federal guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

08.C. State Safety Oversight Requirements.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and is in a state with a rail fixed guideway public transportation system, Category 08.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, if it is a state and has a rail fixed guideway public transportation system, you certify that:

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1. The Applicant will comply with FTA regulations, “State Safety Oversight,” 49 CFR part 659, until the Applicant has a certified State Safety Oversight Program under the regulations at 49 CFR part 674.
2. For those Applicants that do have a certified State Safety Oversight Program, the Applicant will comply with the regulations at 49 CFR part 674.
3. For those Applicants that do not have a certified State Safety Oversight Program, the Applicant will make progress towards meeting the April 15, 2019, State Safety Oversight Program certification deadline.

CATEGORY 09. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 09, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 09 that does not apply will not be enforced.

As required by 49 U.S.C. § 5331, and FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
 - a. An alcohol misuse testing program, and
 - b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 10, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 10 that does not apply will not be enforced.

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Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625,
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, "Final Interim Policy Guidance, Federal Transit Administration Capital Investment Grant Program," June 2016.

CATEGORY 11. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 11, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 11 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the Applicant's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 12. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which authorizes grants for formula and competitive Bus and Bus Facilities and Low or No Emission buses or an award under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), you must select the Certifications in Category 12, except as FTA determines otherwise in writing.

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Any provision of the Certifications in Category 12 that does not apply will not be enforced.

12.A. Grants for Buses and Bus Facilities Program

The following Certifications for the Grants for Buses and Bus Facilities Program and Low or No Emission Buses are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to Recipients of grants made in urbanized areas and under the Low or No Emission Bus Program, 49 U.S.C. § 5339(c) The requirements of 49 U.S.C. § 5311 shall apply to Recipients of Bus and Bus Facilities grants made in rural areas. Therefore:

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, Applicants in an urbanized area will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
 - e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g. As required by 49 U.S.C. § 5307(d):
 - (1) It has or will have the amount of funds required for the non-federal share,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and

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- (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation service.
 - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
2. Except as FTA determines otherwise in writing, if your Applicant is in a rural area, you certify, on behalf of your Applicant, that:
- a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.
 - d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
 - e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
 - f. Its Awards and Subawards in its Formula Grants for the Rural Areas Program are included in:
 - (1) The statewide transportation improvement program, and
 - (2) To the extent applicable, a metropolitan transportation improvement program.
 - g. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g),
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
 - h. It may transfer a facility or equipment acquired or improved under its Award to any other entity eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - (1) The Recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

12.B. Low or No Emission Vehicle Deployment.

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If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the Certifications and Assurances in Category 12.B apply to your Applicant, except as FTA determines otherwise in writing.

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
5. When carrying out a procurement under this Program, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as

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- amended by the FAST Act, with federally assisted transportation services supported by other federal sources,
- f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - g. It has made or will make the final list of Projects for which an Award is sought available to the public.
7. With respect to the non-federal share:
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
 8. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 9. It has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
 10. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 13. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 13, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 13 that does not apply will not be enforced.

13.A. Urbanized Area Formula Grants Program under the FAST Act.

If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 13.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act, are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
 - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and

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- b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation.
10. Each fiscal year:
 - a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
 - b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
 - a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
 - b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
12. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

13.B. Passenger Ferry Grant Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), as amended by the FAST Act, the Certifications in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
9. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 14. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, or the Pilot Program for Innovative Coordinated Access and Mobility under Section 3006(b) of the FAST Act, you must select the Certifications in Category 14, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 14 that does not apply will not be enforced.

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1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Each Subrecipient is:
 - (1) A private nonprofit organization, or
 - (2) A state or local governmental authority that:
 - (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
 - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
 - b. Your Applicant will comply with the following selection and planning requirements:
 - (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated.
 - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (a) Seniors,
 - (b) Individuals with disabilities,
 - (c) Representatives of public, private, and nonprofit transportation providers,
 - (d) Representatives of public, private, and nonprofit human services providers, and
 - (e) Other members of the public.
 - (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with disabilities are included in its Program of Projects submitted to FTA annually.
 - (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a Recipient of federal assistance from the Department of Health and Human Services.
 - c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates federal assistance received under 49 U.S.C. § 5310 to any Subrecipient, it will have allocated that federal assistance on a fair and equitable basis.
 - d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:
 - (1) The Recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310.
 - e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

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- f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.
2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), your Applicant certifies that:
 - a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.
 - c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.
 - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - e. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
 - f. It has complied or will comply and will require each Subrecipient to comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
 - g. To the extent applicable, it will and will require its Subrecipients to comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 15. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under

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49 U.S.C. § 5311(c)(2), as amended by FAST Act, you must select the Certifications in Category 15, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 15 that does not apply will not be enforced.

15.A. Formula Grants for Rural Areas Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for the Rural Areas Program authorized under 49 U.S.C. § 5311, the Certifications in Category 15.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will and will require each Subrecipient to comply with applicable regulations and guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
5. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
6. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
7. Its Awards and Subawards in its Formula Grants for the Rural Areas Program are included in:
 - a. The statewide transportation improvement program, and
 - b. To the extent applicable, a metropolitan transportation improvement program.
8. With respect to the non-federal share:
 - a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
 - b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.

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9. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient possessing the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
10. Each fiscal year:
 - a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus facilities.
 - b. If it will spend less than fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state, it will provide to FTA a Certification from the governor of the state that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
 - (2) The state's intercity bus service needs are being met adequately.

15.B. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certifications in Category 15.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

CATEGORY 16. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 16, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 16 that does not apply will not be enforced.

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FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
4. With respect to its procurement system:
 - a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
 - b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - c. It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
5. It will comply with the Certifications, Assurances, and Agreements in:
 - a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Category 04.A and 04.B (Rolling Stock Reviews and Bus Testing),
 - c. Category 05 (Demand Responsive Service),
 - d. Category 06 (Intelligent Transportation Systems),
 - e. Category 08.A and 08.B (Transit Asset Management Plan and Public Transportation Safety Program), and
 - f. Category 09 (Alcohol and Controlled Substances Testing).

CATEGORY 17. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 17, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 17 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

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2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.
4. When carrying out a procurement under its Award, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
 - (1) Any federal assistance,
 - (2) Any funds received from a public transportation agency, or
 - (3) Any revenues earned by a public transportation agency, and
 - c. Will provide the non-federal share when needed.
6. Depending on how far your Applicant has progressed in developing a certified State Safety Oversight program under 49 CFR part 674, the following FTA regulations will apply:
 - a. States With a Certified Program. Your Applicant agrees that FTA regulations, “State Safety Oversight,” 49 CFR part 674, will apply;
 - b. States Without a Certified Program. Your Applicant agrees that FTA regulations, “Rail Fixed Guideway Systems; State Safety Oversight,” 49 CFR part 659, will continue to apply to those states that do not have a certified Program as required by 49 U.S.C. § 5329(e) and 49 CFR part 674.

CATEGORY 18. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 18, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 18 that does not apply will not be enforced.

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, “Emergency Relief,” 49 CFR part 602.

CATEGORY 19. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 19, except as FTA determines otherwise in writing.

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To the extent that any Certification in Category 19 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 20. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award that also is or will be financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 20.

If the Applicant does not receive credit assistance under the TIFIA or SIB programs, the Certifications and Assurances in Category 20 will not be enforced.

20.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award that also is or will be financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 20.A apply to your Applicant. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. § 5323(o), that federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. §§ 601 – 609.

1. To comply with 49 U.S.C. §5307, specifically 49 U.S.C. § 5307(c)(1), on your Applicant’s behalf, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

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- c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
 - e. When carrying out a TIFIA-financed procurement, the Applicant will comply with:
 - (1) The applicable provisions of 49 U.S.C. § 5323, and
 - (2) The applicable provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g.
 - (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
 - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
 - a. It is eligible to receive federal assistance for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
 3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
 4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, the Project will qualify for an environmental categorical exclusion or receive a finding of no significant impact or a record of decision under NEPA before the Applicant undertakes activities for which it expects to receive federal assistance.

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5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

20.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA for a project that also is or will be financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 20.B apply to your state and its Award, except as the Secretary determines in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
 - a. 23 U.S.C. § 610,
 - b. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
 - c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Grant Agreement between it and FTA that provides federal assistance to the SIB, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that, unless FTA determines otherwise in writing, a provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
 - a. 23 U.S.C. § 610, as amended by the FAST Act,
 - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
 - d. Federal guidance pertaining to the SIB Program,
 - e. The SIB Cooperative Agreement establishing the state's SIB Program,
 - f. The Grant Agreement with FTA.
3. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award under 49 U.S.C. chapter 53 that receives SIB support or financing under title 23, United States Code.
4. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

- charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
- (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
- e. When carrying out a procurement under a SIB-financed Award, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g. It has or will have or provide:
 - (1) The amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
 - (2) The non-federal share from sources approved by FTA, and
 - (3) The non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
 - j. It will comply with applicable regulations, a guidance, and directives that implement the Public Transportation Safety Program provisions of § 5329(b)-(d), except as FTA determines otherwise in writing.
5. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
 - a. It is eligible to receive federal assistance for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
 6. It agrees that it will adopt a transit asset management plan that complies with FTA regulations, "Transit Asset Management," 49 CFR part 625.

CATEGORY 21. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

Certifications in Category 21 on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 21 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2017, Public Law No. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the third party contract requires resides in the jurisdiction where the work will be performed,
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference, and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

**FEDERAL FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Categories 01 – 21. _____

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Private Sector Protections.	_____
04.	Rolling Stock Reviews and Bus Testing.	_____
05.	Demand Responsive Service.	_____
06.	Intelligent Transportation Systems.	_____
07.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
08.	Transit Asset Management Plan, Public Transportation Safety Program, and State Safety Oversight Requirements.	_____
09.	Alcohol and Controlled Substances Testing.	_____
10.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
11.	State of Good Repair Program.	_____
12.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
13.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
14.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	_____
15.	Rural Areas and Appalachian Development Programs.	_____
16.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
17.	State Safety Oversight Grant Program.	_____
18.	Public Transportation Emergency Relief Program.	_____
19.	Expedited Project Delivery Pilot Program.	_____
20.	Infrastructure Finance Programs.	_____
21.	Construction Hiring Preferences.	_____

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2018 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2018)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

Name and Relationship of the Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2018, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2018.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Enhanced Mobility of Seniors and Individuals with Disabilities

FTA Section 5310 Funds

PROGRAM MANAGEMENT PLAN (PMP)



Prepared By

THE CITY OF CONCORD

Concord, NC Urbanized Area
Designated Recipient

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I. Program Management Plan Overview

A. Introduction

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

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

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

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

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

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

B. Goals and Objectives

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

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

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

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

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

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

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

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

C. Roles and Responsibilities

The designated recipient of Section 5310 fund in urbanized areas over 200,000 in population has the principal authority and responsibility for administering these programs. The designated recipient must be officially designated through a process consistent with 49 U.S.C. 5302(4): The City of Concord is the designated recipient of Section 5310 grant funds on behalf of the Cabarrus Rowan Metropolitan Planning Organization (CRMPO). On annual bases, the City of Concord will solicit, receive, and select proposals for funding in the Concord Urban Area from private and public transportation providers.

The designated recipient’s responsibilities:

- Notify eligible local entities of funding availability
- Develop selection criteria and evaluation process
- Determine applicant eligibility
- Select projects for funding

- Ensure that all subrecipients comply with Federal requirements
- Amend the Metropolitan Transportation Improvement Program (MTIP) and the State Transportation Improvement Program (STIP) to include selected projects

The eligible subrecipient’s responsibilities:

- Ensure that the proposed project meets the needs of the locally developed, coordinated public transit-human service transportation plan.
- Apply directly to the designated recipient for assistance under these programs through the competitive selection process
- Provide required documentation related to federal rules and details of local match funds

II. Coordinating and Related Plans

A. Coordination Human Service Transportation Plan

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

B. Transportation Improvement Program (TIP)

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

C. 5310 Program Management Plan Development

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

III. Section 5310 Program Performance Measures

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

A. Traditional Section 5310 Projects

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

B. Other Section 5310 Projects

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

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

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

IV. Annual Program of Projects Development and Approval Process

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

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

V. Eligible Subrecipients

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

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

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

A. Private Non-Profit Organization

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

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

B. Governmental Authority

A Governmental Authority subrecipient may be of two types:

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

C. Private Taxi Operators as Subrecipients

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

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

VI. Subrecipient Monitoring and Oversight

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

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

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

A. Definitions

1. Direct Recipient

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

2. Subrecipient

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

3. Third Party Contractor/Lessee

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

B. Application and Award Process

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

C. Budget Authorization

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

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

D. Grant Application Process

During the application process subrecipients shall submit the following:

1. Complete forms for project description/detail and budget and timeline/milestones.
2. FTA Certifications and Assurances, which should be completed annually for each new federal fiscal year, beginning October 1.
3. Proof of acceptable A-133 audit if more than \$500,000 of federal funds are received on an annual basis (includes all federal sources).

4. Construction projects/environmental requirements (e.g., Categorical Exclusions, State Historic Preservation Office, etc.).
5. List of any revenue vehicles and/or changes to existing fleet plan.

E. Grant Award

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

match) actually incurred in direct support of the project. No advances or expenditures prior to the execution of the SGA are allowed.

5. The Subrecipient must certify the use of local match with each invoice submitted. A financial report that includes a completely documented accounting of the use of local funds as match is required each quarter based on the federal fiscal year.

F. Subrecipient Monitoring

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

the A-133 or an annual financial statement when the subrecipient is excluded from the A-133 audit requirements. In addition, the City of Concord may perform desk audits of a sample of sub-invoices, site visits to review processes, systems and controls, or other procedures as deemed appropriate.

- a. If it has been determined that there has been an unfavorable audit report from a subrecipient, the appropriate City of Concord Project Manager will complete the Audit Findings Review Checklist (Appendix D) to confirm that the subrecipient has provided sufficient documentation, a request will be made to the subrecipient to provide additional documentation.
- b. Examples of Corrective Action that can be taken as a result of unfavorable audit reports include but may not be limited to the following:
 - i. Corrective Action Plan;
 - ii. Discuss need for special monitoring with Program personnel;
 - iii. Ask for extra contact between Program leads;
 - iv. Ask for more frequent technical reporting;
 - v. Add more detailed or frequent invoicing requirements;
 - vi. Add requirement for expenditure backup materials;
 - vii. Tie receipt of technical progress reports or other deliverables to payments;
 - viii. Require on-site monitoring (technical and financial);
 - ix. Add more stringent termination or stop-work language for failure to comply with requirements.

G. Transfer of Funds

1. Transfer to Other FTA Programs. Transfers of Section 5310 funds to other programs are not permitted.
2. Transfer to Other Areas within the Program. The State may use funds apportioned for small urbanized and rural areas for projects serving another area of the State if the Governor of the State certifies that all of the objectives of the Section 5310 program are being met in the specified areas.

VII. Eligible Projects

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

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

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

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

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

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

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

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

A. Traditional Capital Expenses

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

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

- regulation, “Capital Leases,” 49 CFR Part 639 and OMB Circular A-94, which provides the necessary discount factors and formulas for applying the same;
5. Acquisition of transportation services under a contract, lease, or other arrangement. This may include acquisition of ADA-Complementary paratransit services when provided by an eligible recipient or subrecipient as defined in section 5 of this chapter above. Both capital and operating costs associated with contracted service are eligible capital expenses. User-side subsidies are considered one form of eligible arrangement. Funds may be requested for contracted services covering a time period of more than one year. The capital eligibility of acquisition of services as authorized in 49 U.S.C. 5310(b)(4) is limited to the Section 5310 program;
 6. Support for mobility management and coordination programs among public transportation providers and other human service agencies providing transportation. Mobility management is an eligible capital cost. Mobility management techniques may enhance transportation access for populations beyond those served by one agency or organization within a community. For example, a nonprofit agency could receive Section 5310 funding to support the administrative costs of sharing services it provides to its own clientele with other seniors and/or individuals with disabilities and coordinate usage of vehicles with other nonprofits, but not operating costs of service. Mobility management is intended to build coordination amount existing public transportation providers and other transportation service providers with the result of expanding the availability of service. Mobility management activities may include:
 - a. The promotion, enhancement, and facilitation of access to transportation services, including the integration and coordination of services for individuals with disabilities, seniors, and low-income individuals;
 - b. Support for short-term management activities to plan and implement coordinated services;
 - c. The support of state and local coordination policy bodies and councils;
 - d. The operation of transportation brokerages to coordinate providers, funding agencies, and passengers;
 - e. The provision of coordination services, including employer-oriented transportation management organizations’ and human service organizations’ customer-oriented travel navigator systems and neighborhood travel coordination activities such as coordinating individualized travel training and trip planning activities for customers;
 - f. The development and operation of one-stop transportation traveler call centers to coordinate transportation information on all travel modes and to

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

- g. Operational planning for the acquisition of intelligent transportation technologies to help plan and operate coordinated systems inclusive of geographic information systems (GIS) mapping, global positioning system technology, coordinated vehicle scheduling, dispatching and monitoring technologies, as well as technologies to track costs and billing in a coordinating system, and single smart customer payment systems. (Acquisition of technology is also eligible as a standalone capital expense).

- 7. Capital activities (e.g., acquisition of rolling stock and related activities, acquisition of services, etc.) to support ADA-complementary paratransit service may qualify toward the 55 percent requirement, so long as the service is provided by an eligible recipient/subrecipient as defined in section V., above, and is included in the coordinated plan.

Section 5310 (b) provides that of the amounts apportioned to states and designated recipients, not less than 55 percent shall be available for traditional Section 530 projects—those public transportation capital projects planned, designed, and carried out to meet the specific needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate. Notably, this 55 percent is a floor, not a ceiling—recipients may use more than 55 percent of their apportionment for the types of projects listed above. For example, mobility management and ITS projects may be eligible under both categories; the difference to note, in order for the project to qualify toward the 55 percent requirement, is that the project must meet the definition of a capital project, be specifically geared toward the target population, and carried out by an eligible subrecipient, which is limited for this category of projects. The list of eligible activities is intended to be illustrative, not exhaustive. FTA encourages recipients to develop innovative solutions to meet the needs of seniors and individuals with disabilities in their communities and discuss proposed projects with FTA regional staff to confirm eligibility.

B. Other Eligible Capital and Operating Expenses

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

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

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

C. Projects that Exceed the Requirements of ADA

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

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

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

D. Public Transportation Projects that Improve Accessibility

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

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

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

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

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

F. Administration, Planning and Technical Assistance

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

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

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

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

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

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

VIII. Local Share and Funding Requirements

A. Federal Share of Costs/Local Match

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

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

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

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

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

services. Specific program information for other types of Federal funding is available at www.unitedweride.gov.

B. Exceptions to Local Match Requirements

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

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

IX. Selection Criteria

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

A. Statement of Needs (20 Points)

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

B. Project Planning and Implementation (20 Points)

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

C. Project Budget and Grants Management (15 Points)

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

D. Program Effectiveness and Evaluation (20 Points)

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

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

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

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

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

X. Other Provisions

A. Private Sector Participation

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

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

B. Civil Rights

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

C. Title VI

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

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

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

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

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

D. Disadvantaged Business Enterprise (DBE)

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

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

- 2.) The recipient agrees and assures that it will comply with DOT regulation, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26. Among other provisions, this regulation requires certain recipients of DOT federal financial assistance, namely state and local transportation agencies, to establish goals for the participation of disadvantaged entrepreneurs and certify the eligibility of DBE firms to participate in their DOT assisted contracts.

- 3.) The recipient agrees and assures that it shall not discriminate on the base of race, color, sex, or national origin, in the award and performance of any third party contract, or subrecipient supported with federal assistance derived from DOT, or in the administration of its DBE program, and will comply with the requirements of 49 CFR Part 26. The recipient agrees to take all necessary and reasonable steps set forth in 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with federal assistance derived from DOT. As required by 49 CFR Part 26 and approved by DOT, the recipient’s DBE program is incorporated by reference and made part of the grant agreement or cooperative agreement. The recipient agrees that implementation of the DBE program is a legal obligation, and that failure to carry out its terms shall be treated as a violation of the grant agreement or cooperative agreement. Upon notification by DOT to the recipient of a failure to implement its approved DBE program, DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, and/or the Program Fraud Civil Remedies Act, (31 U.S.C. 3801 et seq).

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

E. Equal Employment Opportunity (EEO)

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

Each Section 5310 Program contract between the City of Concord and a subrecipient for the provision of FTA funding shall contain language that requires the subrecipient to comply

with FTA regulations related to EEO. In addition, private providers under contract with subrecipients are required to comply with these regulations.

F. Discrimination

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

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

G. Assurances

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

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

H. Buy America

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

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

I. Lobbying

Recipients of Federal grants and contracts exceeding \$100,000 must certify that they have not and will not use Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, or an officer or employee of Congress in connection with obtaining any Federal grant, cooperative agreement or any other Federal award. The City of Concord requires each subrecipient receiving more than \$100,000 to complete FTA’s Certification on Lobbying prior to contract execution. All bids for equipment prepared by these subrecipients are required to contain this certification as well.

J. Prohibition of Exclusive School Transportation

Subrecipients may not engage in school bus operation using buses, facilities or equipment purchased with Federal funding in competition with private school bus operators except as provided for in 49 CFR Part 605, School Bus Operations.

K. Drug and Alcohol Testing

Subrecipients that receive §5310 funding must comply with the Federal Motor Carrier Safety Administration (FMCSA) rules for employees who hold Commercial Driver's Licenses. The City of Concord provides technical assistance to subrecipients in the form of training, networking, policy development, and distribution of FTA's publication *Implementation Guidelines for Drug and Alcohol Regulations in Mass Transit*. To monitor a grantee's compliance, the City of Concord developed a checklist that is used during desk reviews or site visits identifying each of the required elements.

The drug and alcohol checklist includes, but is not limited to:

- Policies
- Procedures for managing program

- Employee training
- Procedures for conducting testing

The City of Concord requires subrecipients to submit annual reports using the Drug & Alcohol Management Information System (DAMIS) forms provided by FTA.

L. Section 5310 Program Management

A. Maintenance

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

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

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

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

Recipients and subrecipients shall maintain equipment maintenance and inspection records for equipment procured with 5310 funds. Recipients will be required to service the vehicle(s) and equipment, at a minimum, in accordance with the maintenance schedules, and to keep records to show that service was completed. Each recipient will submit certification that service is completed at least as scheduled per the owner’s manuals. Request for certification will be sent out annually by The City of Concord. During an annual inspection, and/or audit, The City of Concord will request maintenance records and will randomly pick maintenance reports to review to ensure compliance with these provisions and all applicable FTA requirements.

B. Vehicle Procurement

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

C. Pre-Award and Post-Delivery Reviews

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

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

D. Program Management

The City of Concord will monitor all local projects to ensure that subrecipients have met or will meet all Federal requirements consistent with FTA Circular C 5010.1D, “Grant Management Requirements”.

E. Financial Management, Reporting and Accounting

The City of Concord maintains financial management systems for financial reporting, accounting records, internal controls, and budget controls subject to standards specified in state laws enforced by the State Auditor and the State Office of Financial Management. All systems and procedures for financial management are in compliance with 49 CFR 18.20, the "Common Rule."

The City of Concord will develop and execute grant agreements to those sponsors who are not eligible for direct recipient status after FTA funds are secured. All project-related expenditures are incurred locally and reported to the City of Concord after the agreements have been signed. All grant agreements for capital projects detail the equipment approved for purchase and its intended use. Agreements for operating projects must outline the type of service, the intended beneficiary, and the service area. Planning projects are outlined in the agreement's scope of work and exhibits. All project-related expenses are incurred locally and are reported to the City of Concord after the agreements have been signed.

The City of Concord reimburses the subrecipient with the federal funds based on the proportions identified on the grant agreement. However, the federal share on any project shall not exceed 80 percent for capital projects and 50 percent for operating projects.

Subrecipients retain the original receipts for all eligible project expenditures. For capital projects, including purchase of service, subrecipients are required to attach copies of vendor invoices to reimbursement requests. For operating projects, subrecipients are not required to submit copies of vendor invoices. However, copies of receipts as well as any spreadsheets or logs developed to track costs, must be retained for verification during the City of Concord site visits. For planning projects, subrecipients must submit completed plans to the City of Concord as a product of the agreement. Vehicle licensing and insurance are not eligible for capital project reimbursement. Sales and use taxes charged to the grantee for vehicles are eligible for reimbursement. This amount must exclude the local transit portion of sales tax. The City of Concord maintains individual data for each subrecipient. This data tracks project expenses, amounts charged to each funding source awarded, local matching sources, and project budgets.

F. Property Management

Legal ownership of all vehicles purchased under the §5310 program is retained by the City of Concord. When titling a vehicle, subrecipients are listed as "Registered Owner," responsible for licensing and collision insurance; and the City of Concord as "Legal Owner" and loss payee should anything happen to the vehicle. The City of Concord has designed a database that contains all vehicle and equipment inventory records. Reports in this database distinguish between currently owned vehicles and those that have served their useful life and have been released to the sub recipient. Examples of the information in the database include the subrecipient's name, address and phone number, vehicle year, make, and model, date accepted, equipment location, federal grant number, state agreement number, federal percentage share, date last inspected, recorded mileage, condition, type of funding used for the purchase, and other information used by the City of Concord for program review and reporting.

G. Audits and Close Outs

The City of Concord shall conduct a single audit consistent with the City's audit policies and procedures. Subrecipients who are private non-profit organizations or private for-profit firms are required to obtain audits of their expenditures and operations annually by an independent audit firm if their agency has expended in excess of \$50,000 in the Federal fiscal year. The audit firm is instructed by the subrecipient to send a copy of the report to the City of Concord the year after they incur grant-related expenditures. NCDOT's Audit Office shall review the audit reports for compliance with *OMB Circular A-110, A-122, and A-133*. Any questions raised by the Audit Office must be resolved by the subrecipient and the audit firm preparing the audit report. In cases of gross mismanagement, fraud or non-

performance of the project, the City of Concord would cut off funds and pursue legal remedies when possible. In some cases assets acquired with funds from the grant may be taken away or transferred to other agencies to ensure that public funds are not wasted but put to proper use.

For internal financial reasons, the City of Concord closes projects several months after reimbursing the subrecipient for the last of its eligible expenditures. The process is one of the following:

- Verification by the City of Concord with the subrecipient’s representative that all project expenditures have been incurred and reimbursed, or
- All funding available in the subrecipient agreement has been reimbursed, or
- The project has come to the end of its 2-year term

Capital assistance for equipment have a term equivalent to the useful life of the equipment purchased, which may be up to twelve years after acceptance of the equipment. The area MPO may amend or terminate capital assistance agreements when project equipment is transferred between subrecipients before its useful life has been reached. Operating assistance agreements have a term of 24 months and are not extended or closed prior to the end date of the agreement.

References

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

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

Cabarrus County, Coordinated Transportation Plan

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

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

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

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

Appendices

Appendix A: Concord Urbanized Area

Appendix B: Section 5310 Application Form

Appendix C: Subrecipient Application Letter

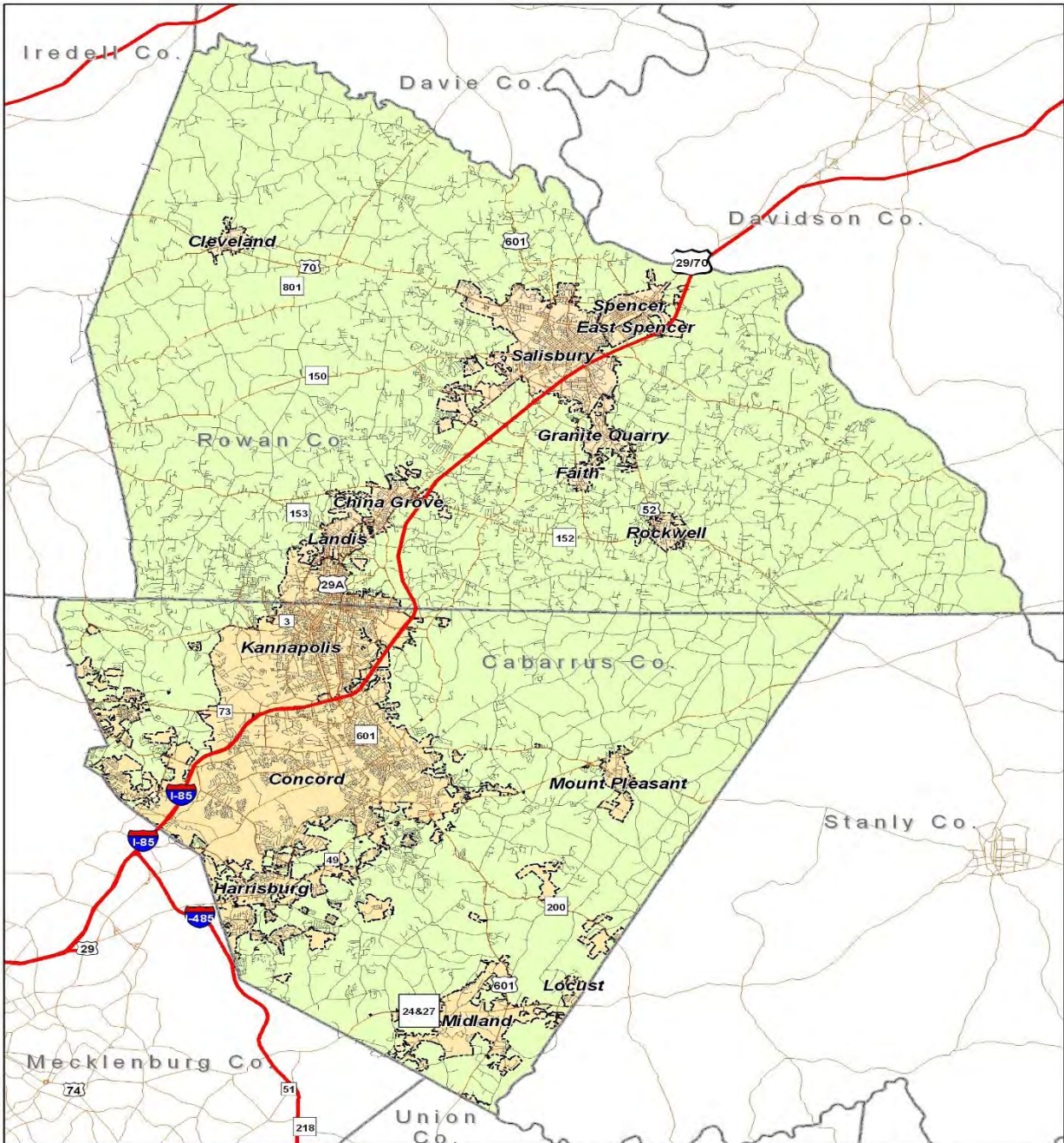
Appendix D: Checklist for Project Manager Review of A-133 Audit Findings

Appendix E: Definitions

Appendix F: City of Concord Direct Recipient Documents

Appendix G: Cabarrus County Coordinated Transportation Plan

Appendix A: Concord Urbanized Area



Appendix B: Section 5310 Application Form

Section 5310 Funding Program Application

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

Part I – Funding Request

Applicant Information

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

Project Information

Title: _____
Brief Description: _____

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

Part II – Project Narrative

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

Expanded Project Description

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

Project Needs

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

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

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

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

Project Planning and Implementation

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

Describe the project timeline and project lifespan?

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

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

Project Budget

Draft Program Management Plan

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

Program Effectiveness and Evaluation

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

Organizational Preparedness

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

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

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

Part III – Proposed Project Budget

Project Funding

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

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

Local Match Fund Source: _____

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

Appendix C: Subrecipient Application Letter

Date

Name

Address

City, State, Zip

RE: Subrecipient Project XXX

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

Dear Subrecipient:

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

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

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

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

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

Regards,

Project Manager’s Name

Project Manager’s Title

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

Checklist for Project Manager Review of A-133 Audit Findings

Subrecipient _____
Fiscal Year _____
Project Manager _____

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

Finding (List findings below)	Sufficient Documentation	Insufficient Documentation	N/A	Other

Project Manager _____
Date Reviewed _____

Appendix E: Definitions

- **Aging Population:** See “Senior.”
- **Americans with Disabilities Act (ADA):** is Public Law 336 of the 101st Congress, enacted July 26, 1990 (42 U.S.C. 12101 et seq.), and later amended January 1, 2009. The ADA prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, state, and local government services, public accommodations, commercial facilities, and transportation.
- **Capital Expense:** an expense directly related to the acquisition, construction, and improvement of facilities or equipment used for public transportation purposes, including, but not limited to, vehicles and related equipment.
- **Coordinated Local Plan:** is a transportation services provided by or on behalf of a human service agency to provide access to agency services and/or to meet the basic, day-to-day mobility needs of transportation-disadvantaged populations, especially individuals with disabilities, older adults, and people with lower income.
- **Designated Recipient:** an entity designated, in accordance with the planning process under sections 303 and 5304 of Title 49, United States Code, by the governor of a state, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under 49 U.S.C. 5336 to urbanized areas of 200,000 or more in population; or a state or regional authority, if the authority is responsible under the laws of a state for a capital project and for financing and directly providing public transportation.
- **Disability:** has the same meaning as in section III (a) of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102). The term “disability” means, with respect to an individual-
 - A physical or mental impairment that substantially limits one or more major life activities of such individual;
 - A record of such an impairment; or
 - Being regarded as having such an impairment.
- **Equipment:** an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes, or \$5,000. Equipment includes rolling stock and all other such property used in the provision of public transit service.
- **Grant:** an award of financial assistance, including a cooperative agreement, in the form of money, or property in lieu of money, by the federal government to an eligible recipient or recipients. Used interchangeably with grant agreement.
- **Human Service Transportation:** transportation services provided by or on behalf of a human service agency to provide access to agency services and/or to meet the basic,

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


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

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

Mr. Jerry Franklin
June 25, 2002
Page 2

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

Sincerely,



Lyndo Tippet

LT/DW

Enclosures (3)

cc: Ken Geathers, Chair, Cabarrus/South Rowan Urban Area Transportation
Advisory Committee

J. Scott Padgett, Mayor, City of Concord

Ray Moss, Mayor, City of Kannapolis

Michael Kozak, Public Transportation Division, NCDOT



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

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

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

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

WHEREAS, the Cabarrus South Rowan Urban Area Public Transportation System, as the provider of publicly owned transit services, proposed the designation of the City of Concord as a recipient of federal funds for the Cabarrus South Rowan Urban Area Public Transportation System; and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Concord agrees to be the designated recipient of federal funding for the Cabarrus South Rowan Urban Area Public Transportation System, including all responsibilities associated with such designation.

Adopted the 30th day of May, 2002.



CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

J. Scott Padgett
J. Scott Padgett, Mayor

ATTEST:

Vickie C. Weant
Vickie C. Weant, City Clerk



AFFIRMATION OF ATTORNEY FOR THE CITY OF CONCORD

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

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

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

Date: 6/12/02

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

Public Transportation Division

JUN 18 2002

RECEIVED



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

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

May 3, 2002

Secretary Lyndo Tippet
North Carolina Department of Transportation
1550 Mail Service Center
Raleigh, North Carolina 27699-1550

Dear Secretary Tippet:

SUBJECT: Designation for Federal Formal Funding 5307

Please find enclosed, for your action, the signed original of the resolution supporting the designation of the City of Concord as a recipient for federal funding for the Cabarrus-South Rowan Urban Area public transportation funds. The Transportation Advisory Committee for the Cabarrus-South Rowan MPO adopted this resolution by a unanimous vote at the June 20, 2001 TAC meeting.

Sincerely,

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

Enclosures

Cc: Mr. Sanford Cross, Director, Public Transportation Division
Mr. Mike Kozak, P. E., Urban Section Manager, Public Transportation Division
Linda Dosse, P. E., MPO Urban Area Coordinator

Public Transportation Division

JUN 4 - 2002

RECEIVED



CABARRUS / SOUTH ROWAN URBAN AREA METROPOLITAN PLANNING ORGANIZATION

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

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

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

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

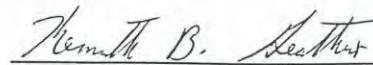
WHEREAS, Article 26, Section 160A-603(e) of the North Carolina General Statutes say "the City of Concord may become a Designated Recipient pursuant to the Urban Mass Transportation Act of 1964 as amended;" and

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

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

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

Date: 05-08-02


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



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

Appendix G: Local Coordinated Plan

Cabarrus County Transportation Services (CCTS)

Cabarrus County

COORDINATED TRANSPORTATION SERVICE PLAN



Randy Bass
11/19/2009



Cabarrus County Coordinated Transportation Plan

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

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

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

Regional Coordination

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

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

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

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

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

CCTS and CK Rider Plan Recommendations

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

Mission

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

Benefits to the Community

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

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



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Public Involvement

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

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

Vision and Goals

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

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

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

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

Establishing the Vision

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

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



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Identifying Goals that Build the Vision

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

GOAL #1 – Provide Adequate Infrastructure

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

GOAL #2 – Maximize Financial Resources

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

GOAL #3 – Expand Access and Increase Services

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

GOAL #4 – Increase Coordination

- Better cooperation between governing entities;



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

GOAL #5 – Plan for the Future

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

GOAL #6 - Educate the Public and Stakeholders

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



Prospects for Regional Governance

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

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



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

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

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

Coordination with CK Rider

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

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



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

Service Recommendations

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

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



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

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

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



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Organization and Marketing Program Priorities

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

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

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

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

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



2: Conduct a Marketing Analysis and Outreach Program

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



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

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

3: Establish Incentive Programs

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

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

Other incentive programs include:

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

Capital and Operations Program Priorities

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



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

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

Through Executive Order 13150¹, signed by President Clinton in April 2000, federal programs exist to help subsidize transit fares for riders that could be used in combination with JARC funding to establish new services. **It is anticipated that a Regional Transit Master Plan could explore the potential to provide these services.**

#2: Expand Geography of Existing Routes Fishertown Service

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

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

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

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

Alternative Service Delivery Options

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

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

¹ US General Services Administration. *Executive Order 13150: Federal Workforce Transportation*. April 2000. http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=16569&contentType=GSA_BASIC&noc=T

² Koffman, David, et al. *Operational Experiences with Flexible Transit Services: A Synthesis of Transit Practice*. Transit Cooperative Research Program Synthesis 53, Transportation Research Board. Washington, DC, 2004: pg. 1. http://onlinepubs.trb.org/Onlinepubs/tcrp/tcrp_syn_53.pdf



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

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

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

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

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

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



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Figure 26: Elements of Flexible and Traditional Service Design

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

Source: TCRP Synthesis 53 Report, 2004.

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





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

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

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

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

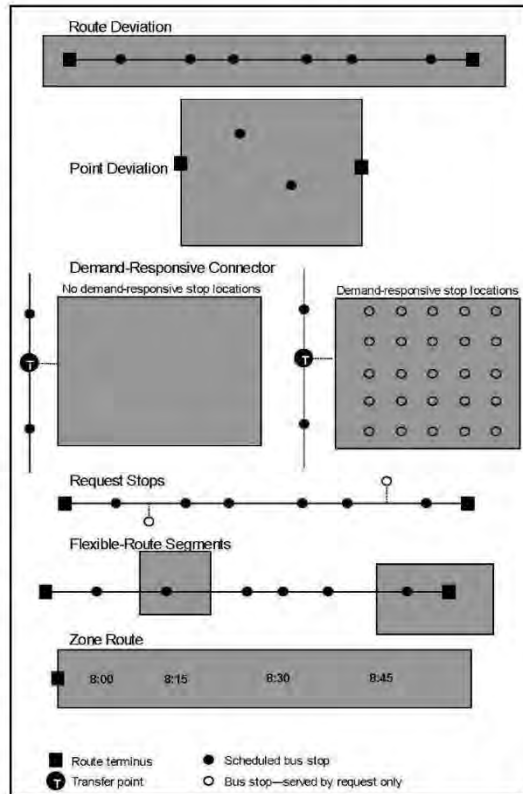


Figure 27: Flexible Route Service Types (TCRP Synthesis 53 Report)



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

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



Coordination with Other Counties

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



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



State Funding Sources

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

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

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

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



Cabarrus County Coordinated Transportation Plan

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



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

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

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

Figure 15: FY14 CCTS Allocation

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

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

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

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

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



Cabarrus County Coordinated Transportation Plan

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

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

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

Figure 16: Eligible Trips Purposes for Use of EDTAP & RGP Funding⁴

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

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



Cabarrus County Coordinated Transportation Plan

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

MAJOR FINDINGS AND RECOMMENDATIONS

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

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

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

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



Cabarrus County Coordinated Transportation Plan

JARC & New Freedom Grant Recommendations

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



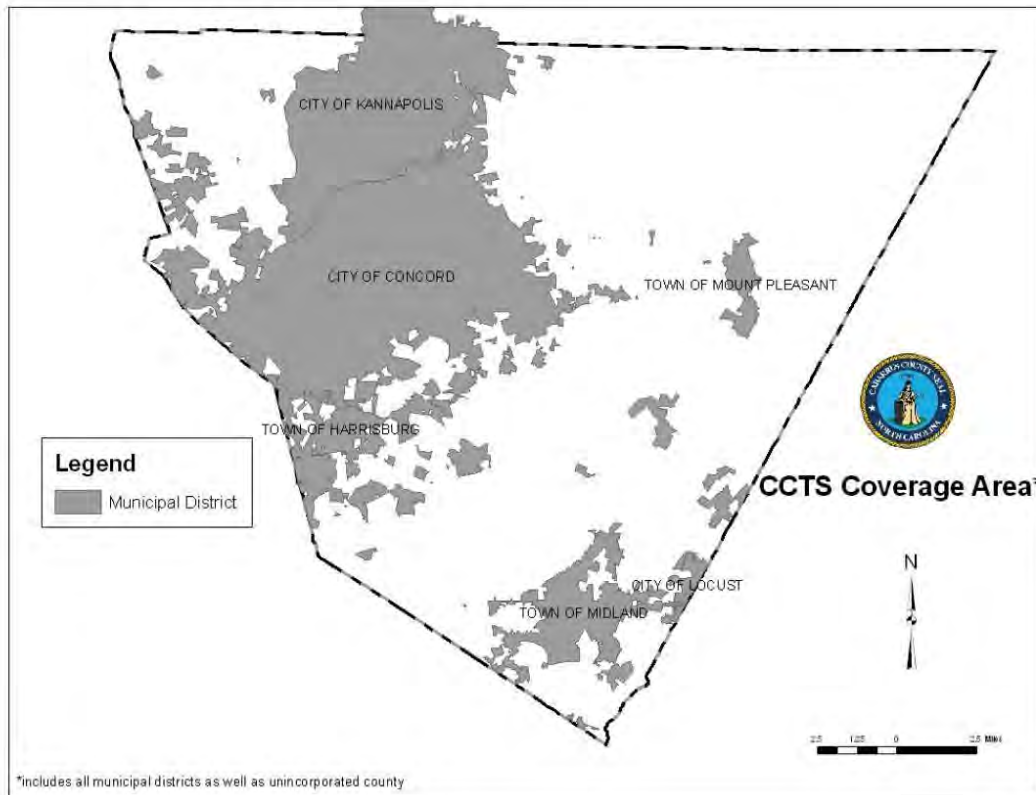
Cabarrus County Coordinated Transportation Plan

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

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

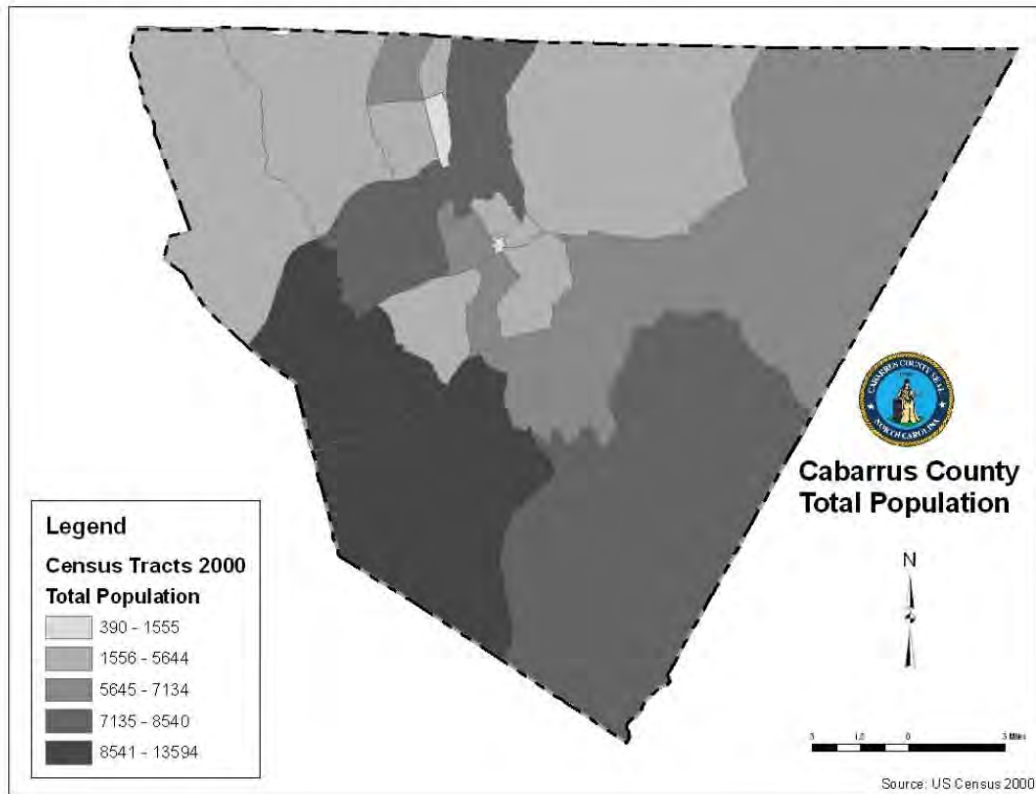


Cabarrus County Coordinated Transportation Plan



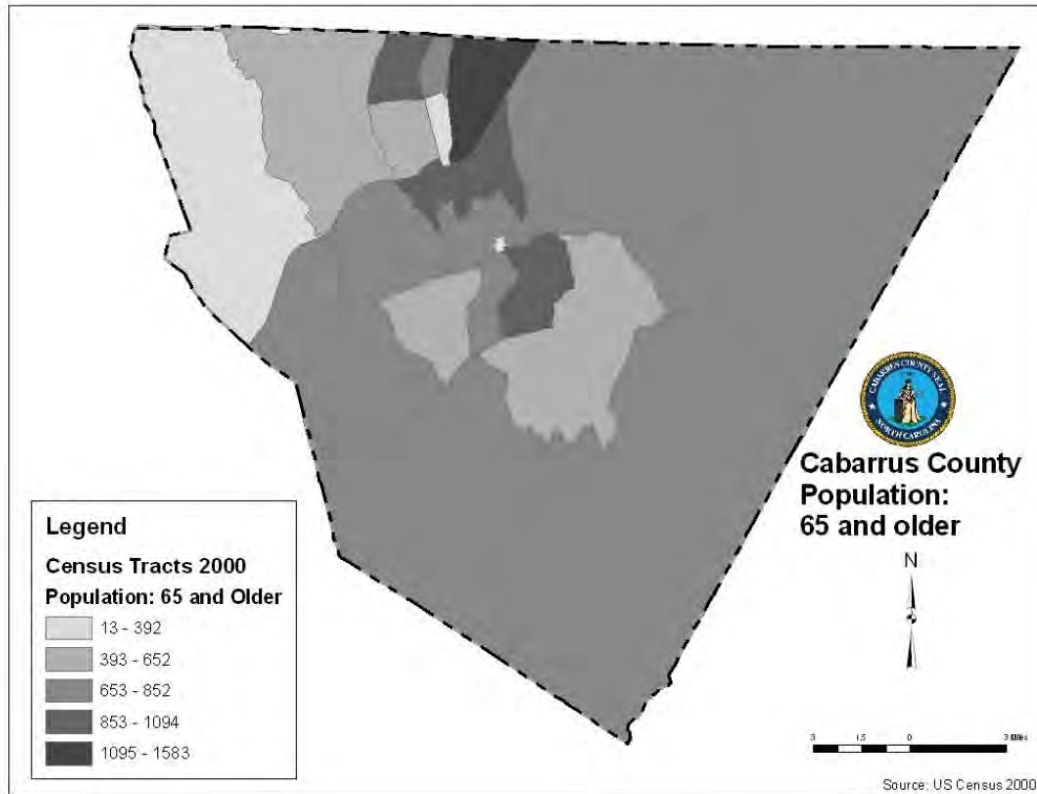


Cabarrus County Coordinated Transportation Plan



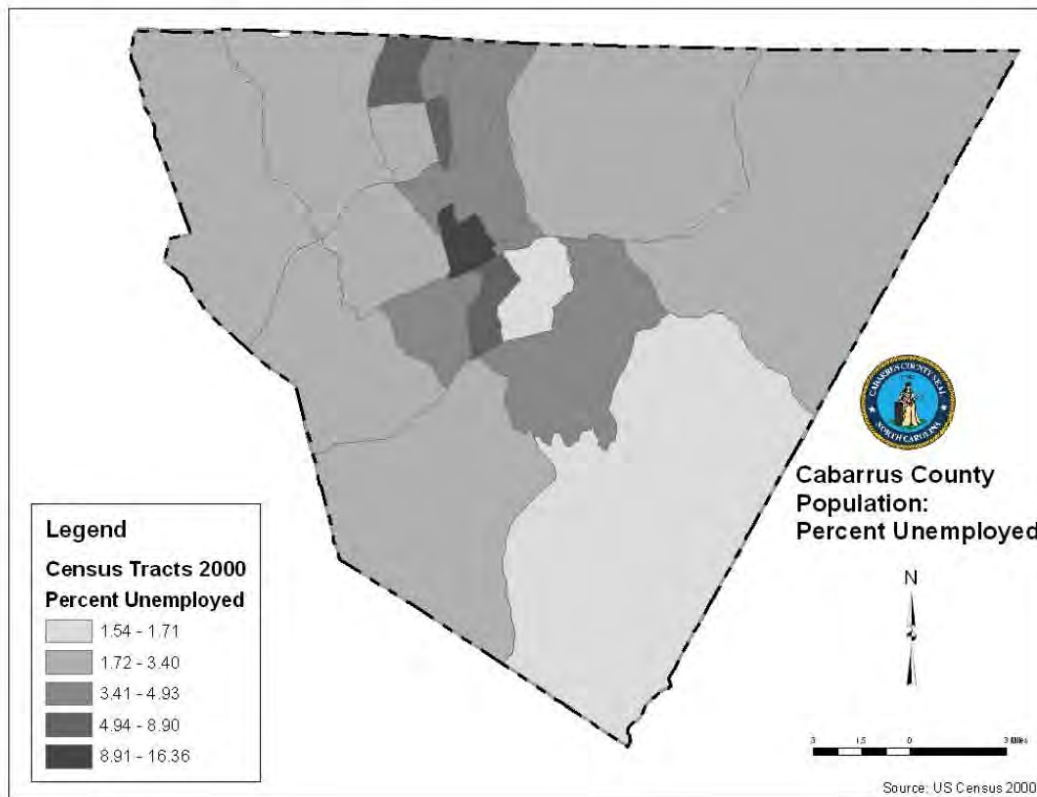


Cabarrus County Coordinated Transportation Plan





Cabarrus County Coordinated Transportation Plan



THE INDEPENDENT TRIBUNE

February 8, 2019

PUBLIC HEARING NOTICE **Section 5310 Federal Funding**

This is to inform the public that a public hearing will be held on the proposed 5310 Federal Transportation Program Application to be submitted to the City of Concord North Carolina. The public hearing will be held on February 18, 2019 at 6:30 p.m. in the Board of Commissioners' Meeting Room located on the second floor of the Cabarrus County Governmental Center, 65 Church Street S, Concord.

Those interested in attending the public hearing and needing both auxiliary aids and services under the Americans with Disabilities Act (ADA) or a language translator should contact the ADA Coordinator at 704-920-2100 48 hours prior to the public meeting.

The Federal 5310 Grant Program provides operating assistance to coordinate existing transportation programs operating in the urbanized area of Cabarrus County as well as provides transportation options and services for the communities within this service area. These services are currently provided using Cabarrus County Transportation. Cabarrus County Transportation renders services.

The total estimated amount requested for the period **October 1, 2018 through September 30, 2019**

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative		
Operating (5310)	\$170,182	\$85,091
Capital (Vehicles & Other)		
Other		
TOTAL PROJECT	\$ 170,182	\$ 85,091
	Total Funding Request	Total Local Share

This application may be inspected at 1303 South Cannon Blvd, Kannapolis, NC 28083 from 8:00 a.m.-4:00 p.m. Written comments should be directed to rwbushey@cabarruscounty.us before February 18, 2019.

Publish: February 8, 2019.

AVISO DE AUDIENCIA PÚBLICA **Sección 5310 fondos federales**

Esto es para informar al público que se celebrará una audiencia pública sobre la propuesta 5310 Federal transporte programa de aplicación para ser enviado a la ciudad de Concord Carolina del norte. La audiencia pública será el 18 de febrero de 2019 en 18:30 en la sala de reuniones de la Junta de Comisionados en el segundo piso del centro de la gubernamental del Condado de Cabarrus, 65 iglesia calle S, Concord.

Los interesados en asistir a la audiencia pública y necesidad de ayudas auxiliares y servicios bajo las Americans with Disabilities Act (ADA) o un traductor de idiomas deben comunicarse con el Coordinador de ADA en 704-920-2100 48 horas antes de la reunión pública.

El programa de subvención Federal de 5310 proporciona asistencia operativa para coordinar programas de transporte existentes en la zona urbanizada del Condado de Cabarrus como opciones de transporte y servicios para las comunidades dentro de esta área de servicio. Estos servicios son proporcionados actualmente usando transporte Condado de Cabarrus. Cabarrus County transporte presta servicios.

La cantidad total estimada para el período **01 de octubre de 2018 a través de 30 de septiembre de 2019**

<u>Proyecto</u>	<u>Cantidad total</u>	<u>Compartir local</u>
Administrativo		
Funcionamiento (5310)	\$170.182	\$85.091
Capital (vehículos y otros)		
Otros		
TOTAL DEL PROYECTO	\$170.182	\$85.091
	Solicitud de financiación total	Total cuota Local

Esta solicitud podrá ser inspeccionada en 1303 sur Cannon Blvd, Kannapolis, NC 28083 de 8:00-16:00 escrito comentarios deben dirigirse a rwbushey@cabarruscounty.us antes de 18 de febrero, 2019.

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TOTAL DEL PROYECTO	\$ 170.182	\$ 85.091

Solicitud de financiación total

Total cuota Local

Esta solicitud podrá ser inspeccionada en 1303 sur Cannon Blvd, Kannapolis, NC 28083 de 8:00-16:00 escrito comentarios deben dirigirse a rwbushey@cabarruscounty.us antes de 18 de febrero, 2019.

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

February 18, 2019
6:30 PM

AGENDA CATEGORY:

New Business

SUBJECT:

County Manger - Cabarrus County Schools Calendar Flexibility Resolution

BRIEF SUMMARY:

The Cabarrus County Board of Education has requested the Board of Commissioners consider adopting the attached resolution which formally requests local calendar flexibility for the Cabarrus County Board of Education.

REQUESTED ACTION:

Motion to approve the resolution.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▣ Resolution



RESOLUTION SUPPORTING LOCAL CONTROL OF SCHOOL CALENDARS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stephen M. Morris, Chairman
Board of Commissioners

Attest:

Lauren Linker, Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

February 18, 2019
6:30 PM

AGENDA CATEGORY:

New Business

SUBJECT:

County Manager - Kannapolis Sidewalk Easement

BRIEF SUMMARY:

The Kannapolis Director of Public Works, Wilmer Melton, provided the following information on the project to help explain why they requested it be added to the February agenda: "The City of Kannapolis is currently soliciting bids for the Harding Avenue Sidewalk Project with the bid opening scheduled for Tuesday, February 19. The project is funded through a Community Development Block Grant to improve the City's safe routes to school infrastructure. The project will install 655 linear feet of 7-foot concrete sidewalk and improve curb ramps for accessibility. The appropriated funds must be spent by May 2 according to the terms of the grant."

The City of Kannapolis is requesting permanent and construction easements for the installation of a sidewalk on property owned by Cabarrus County. The City has already received approval from Kannapolis City Schools for the project and easement at South Harding Avenue and East First Street. A copy of the easement document and a map of the project are attached.

REQUESTED ACTION:

Motion to approve the easements between Cabarrus County and the City of Kannapolis; and authorize the County Manager to execute the easement document on behalf of Cabarrus County, subject to review or 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:

- ▣ Easement Document
- ▣ Map of Project

Prepared by and mail to: Walter M. Safrit, II, City Attorney, City of Kannapolis, 401 Laureate Way,
Kannapolis, North Carolina 28081

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

**SIDEWALK, DRAINAGE, STREET RIGHT OF WAY, AND
TEMPORARY CONSTRUCTION AND GRADING EASEMENTS**

THIS GRANT OF EASEMENTS is made and entered into as of the ____ day of _____, 20 ____, by and between Cabarrus County, a body politic and political subdivision of the State of North Carolina ("Grantor") for the benefit of the City of Kannapolis, a North Carolina municipal corporation, its successors and assigns ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of a certain property or parcel of land, situated in Cabarrus County, North Carolina designated as Parcel ID Number 5613-88-5617 located on the west side of East 1st Street in the City of Kannapolis and as shown more particularly on Map Book 79 at Page 66 in the office of the Register of Deeds for Cabarrus County (the "Plat"), a copy of which is attached hereto as Exhibit "A" and incorporated herein (the "Grantor Property"); and

WHEREAS, Grantor desires to grant permanent sidewalk, drainage, street right of way, and temporary construction and grading easements as described herein for the benefit of Grantee, its successors and assigns.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee, for themselves, and their heirs, successors and assigns, do hereby agree as follows:

1. Street Right of Way. Grantor grants to Grantee, its successors and assigns, a non-exclusive, permanent right of way upon the area more particularly shown on Exhibit A as “#4 Permanent Street Right of Way” for the construction, installation, use and maintenance of a street, sidewalk and roadway system for vehicular and pedestrian traffic together with private or public utilities located or to be located therein.

2. Permanent Utility Easement. Grantor grants to Grantee, its successors and assigns, a permanent, non-exclusive easement upon the area shown on Exhibit “A” as “#5 Permanent Utility Easement” for the construction, installation, use and maintenance of a public sidewalk and stormwater drainage facilities located or to be located thereon.

3. Temporary Construction and Grading Easement. Grantor grants to Grantee, its successors and assigns, a temporary construction and grading easement more particularly shown on Exhibit “A” as “#6 Temporary Construction Easement” for the construction, grading and installation of a sidewalk and stormwater drainage facilities located or to be located thereon. This Temporary Easement shall automatically terminate December 31, 2019.

4. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

5. Miscellaneous. This Grant of Easements shall be construed under and governed by the laws of the State of North Carolina. The captions are used only as a matter of convenience and are not to be considered a part of this instrument or to be used in determining the intent of the parties. All recitals contained at the beginning of this instrument are an integral part of this instrument and are fully incorporated into the body of this instrument. The Easements granted herein shall run with the land and binds successors in title.

6. Integration. This Grant of Easement together with all exhibits attached hereto contains the entire agreement between the parties, and there are no other terms, conditions, promises, undertakings, statements or representations, either written or oral or express or implied, concerning the matters addressed in this instrument. The Exhibits attached hereto are incorporated herein as a part of this instrument.

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to the City, its successors and assigns forever and the Grantor does covenant that said Grantor is seized of said premises in fee and has the right to convey the same, except as may appear of record the same are free from encumbrances.

[SEPARATE SIGNATURE PAGE FOLLOWS]

[SEPARATE SIGNATURE PAGE TO EASEMENT]

IN WITNESS WHEREOF, Grantor has executed this instrument the day and year first above written.

CABARRUS COUNTY:

By: _____
Chairman

STATE OF NORTH CAROLINA

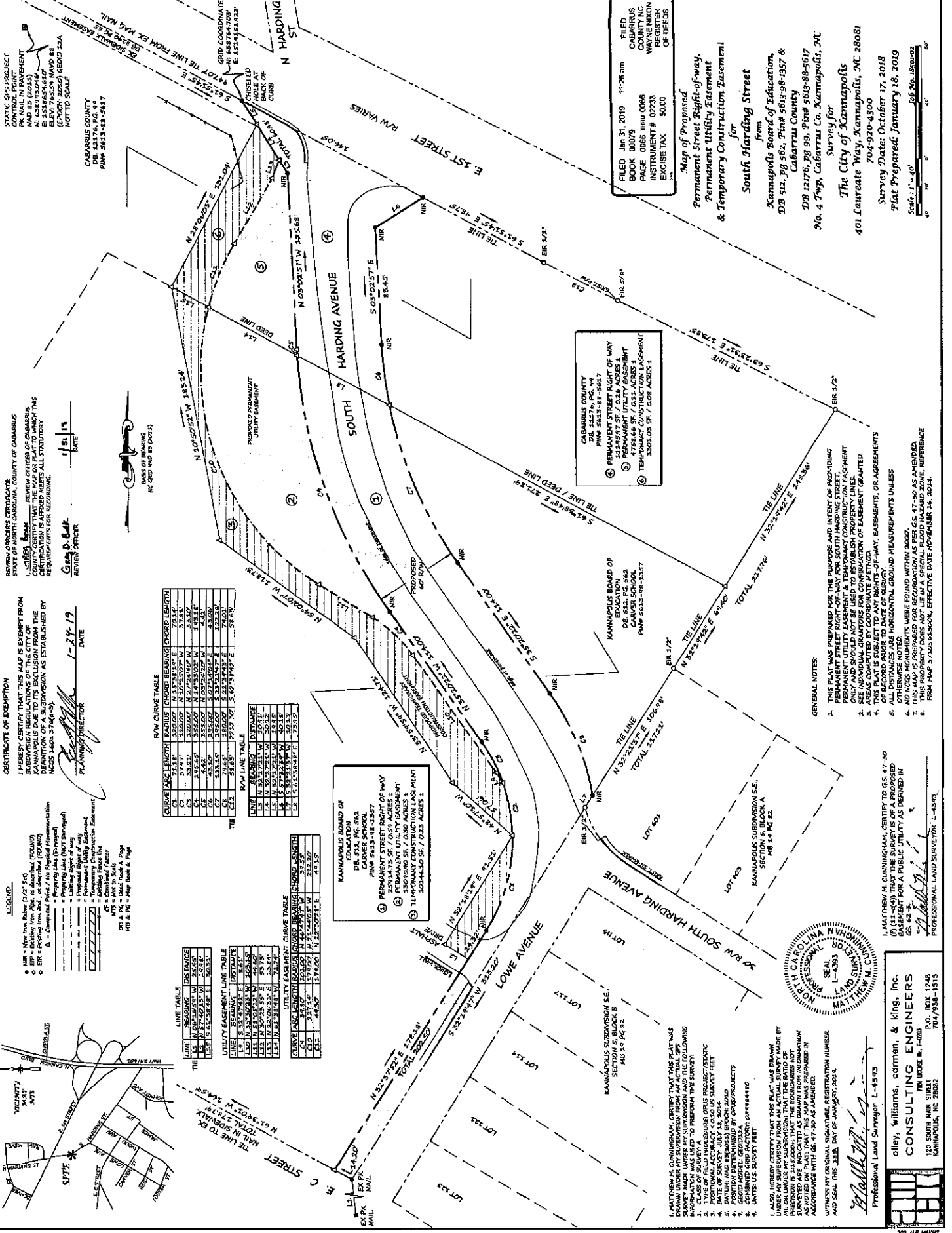
COUNTY OF _____

I, _____, Notary Public, certify that the following person personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purposes stated therein: _____.

Date: _____

Notary Public

My Commission expires: _____



STATION OF PROJECT
 PK MAIL IN PAVEMENT
 NAD 83 (2011)
 ELEVATION: 121.654-121.657
 ELEVATION: 165.511 HAMP 88
 (EPOCH 2010) GEOID 22A
 NOT TO SCALE

CABARRUS COUNTY
 DB 12176, PCL 44
 PIN# 5613-88-5927

REVIEW OFFICER: CARRIE...
 DATE: 1/18/19

CERTIFICATE OF EXEMPTION
 I HEREBY CERTIFY THAT THIS MAP IS EXEMPT FROM
 SUBDIVISION REGULATIONS OF THE CITY OF CABARRUS
 COUNTY, NORTH CAROLINA, BECAUSE THE MAP IS A
 CERTIFICATION OF A SUBDIVISION AS ESTABLISHED BY
 ACTS 146A, 174(a)-(c).

LEGEND:
 - NIR = New Iron (Not Shown)
 - EIP = Existing Iron (Not Shown)
 - ER = Existing Road, as described (FOAM)
 - E = Easement
 - P = Proposed Right-of-Way
 - P = Proposed Right-of-Way
 - P = Proposed Right-of-Way
 - P = Proposed Right-of-Way

R/W CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	171.87	130.000	N 27°33'07" W	37.34
C2	32.21	130.000	N 27°33'07" W	7.04
C3	32.21	130.000	N 27°33'07" W	7.04
C4	32.21	130.000	N 27°33'07" W	7.04
C5	32.21	130.000	N 27°33'07" W	7.04
C6	32.21	130.000	N 27°33'07" W	7.04
C7	32.21	130.000	N 27°33'07" W	7.04
C8	32.21	130.000	N 27°33'07" W	7.04
C9	32.21	130.000	N 27°33'07" W	7.04
C10	32.21	130.000	N 27°33'07" W	7.04

R/W LINE TABLE

LINE	BEARING	DISTANCE
L1	N 27°33'07" W	60.00
L2	N 27°33'07" W	60.00
L3	N 27°33'07" W	60.00
L4	N 27°33'07" W	60.00
L5	N 27°33'07" W	60.00
L6	N 27°33'07" W	60.00
L7	N 27°33'07" W	60.00
L8	N 27°33'07" W	60.00
L9	N 27°33'07" W	60.00
L10	N 27°33'07" W	60.00

UTILITY EASEMENT CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	33.67	150.000	N 44°41'21" W	31.55
C2	33.67	150.000	N 44°41'21" W	31.55
C3	33.67	150.000	N 44°41'21" W	31.55
C4	33.67	150.000	N 44°41'21" W	31.55
C5	33.67	150.000	N 44°41'21" W	31.55



Map of Proposed
 Permanent Street Right-of-Way,
 Permanent Utility Easement
 & Temporary Construction Easement
 for
 South Harding Street
 from
 Kannapolis Board of Education,
 DB 512, PG 502, PIN# 5013-98-1957 &
 Cabarrus County
 DB 12176, PG 99, PIN# 5613-88-5617
 No. 4 Twp, Cabarrus Co, Kannapolis, NC
 Survey for
 The City of Kannapolis
 704-920-4300
 Survey Date: October 17, 2018
 Plat Prepared: January 18, 2019
 Scale: 1" = 40'

CABARRUS COUNTY
 PIN# 5613-88-5927

KANNAPOLIS BOARD OF
 EDUCATION
 DB 512, PG 502
 PIN# 5013-98-1957

PERMANENT STREET RIGHT OF WAY
 224,587 SF / 0.26 ACRES ±
 PERMANENT UTILITY EASEMENT
 350,000 SF / 0.08 ACRES ±
 TEMPORARY CONSTRUCTION EASEMENT
 350,000 SF / 0.08 ACRES ±

KANNAPOLIS BOARD OF
 EDUCATION
 DB 512, PG 502
 PIN# 5013-98-1957

PERMANENT STREET RIGHT OF WAY
 224,587 SF / 0.26 ACRES ±
 PERMANENT UTILITY EASEMENT
 350,000 SF / 0.08 ACRES ±
 TEMPORARY CONSTRUCTION EASEMENT
 350,000 SF / 0.08 ACRES ±

KANNAPOLIS SUBDIVISION SE,
 SECTION 5, BLOCK A,
 LOT 14 PG 02.

KANNAPOLIS SUBDIVISION SE,
 SECTION 5, BLOCK A,
 LOT 14 PG 02.

KANNAPOLIS SUBDIVISION SE,
 SECTION 5, BLOCK A,
 LOT 14 PG 02.

KANNAPOLIS SUBDIVISION SE,
 SECTION 5, BLOCK A,
 LOT 14 PG 02.

KANNAPOLIS SUBDIVISION SE,
 SECTION 5, BLOCK A,
 LOT 14 PG 02.

KANNAPOLIS SUBDIVISION SE,
 SECTION 5, BLOCK A,
 LOT 14 PG 02.

KANNAPOLIS SUBDIVISION SE,
 SECTION 5, BLOCK A,
 LOT 14 PG 02.

KANNAPOLIS SUBDIVISION SE,
 SECTION 5, BLOCK A,
 LOT 14 PG 02.

KANNAPOLIS SUBDIVISION SE,
 SECTION 5, BLOCK A,
 LOT 14 PG 02.

KANNAPOLIS SUBDIVISION SE,
 SECTION 5, BLOCK A,
 LOT 14 PG 02.

GENERAL NOTES:
 1. THIS PLAT WAS PREPARED FOR THE PURPOSE AND INTENT OF PROVIDING
 PERMANENT STREET RIGHT-OF-WAY FOR SOUTH HARDING STREET,
 PERMANENT UTILITY EASEMENT & TEMPORARY CONSTRUCTION EASEMENT
 ON LANDS OWNED BY KANNAPOLIS BOARD OF EDUCATION.
 2. SEE INDIVIDUAL GRANTS FOR CONFIRMATION OF EASEMENT GRANTED.
 3. AREAS COMPUTED BY COORDINATE METHOD.
 4. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS UNLESS
 OTHERWISE NOTED.
 5. THIS MAP IS PREPARED FOR REZONATION AS PER G.S. 47-260 AS AMENDED
 6. THIS PROPERTY DOES NOT LIE IN A SPECIAL FLOOD HAZARD ZONE. REFERENCE
 FIRM MAP 17105D0300N, EFFECTIVE DATE NOVEMBER 14, 2015.

Professional Land Surveyor L-4393
 Matthew H. Cunningham, Cert. No. 47-30
 (N 011-443) THAT THE SURVEY IS OF A PROPOSED
 EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN
 G.S. 42-3.

Matthew H. Cunningham
 PROFESSIONAL LAND SURVEYOR, L-4393

Matthew H. Cunningham
 PROFESSIONAL LAND SURVEYOR, L-4393

Matthew H. Cunningham
 PROFESSIONAL LAND SURVEYOR, L-4393

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Matthew H. Cunningham
 PROFESSIONAL LAND SURVEYOR, L-4393

Matthew H. Cunningham
 PROFESSIONAL LAND SURVEYOR, L-4393

INDEX OF SHEETS

Cover Sheet.....1
 General Notes and Details.....2
 Typical Sections and Ramp Details.....3
 Plan and Profile.....4-7
 Cross Sections.....X1-X9

Total Sheets 16



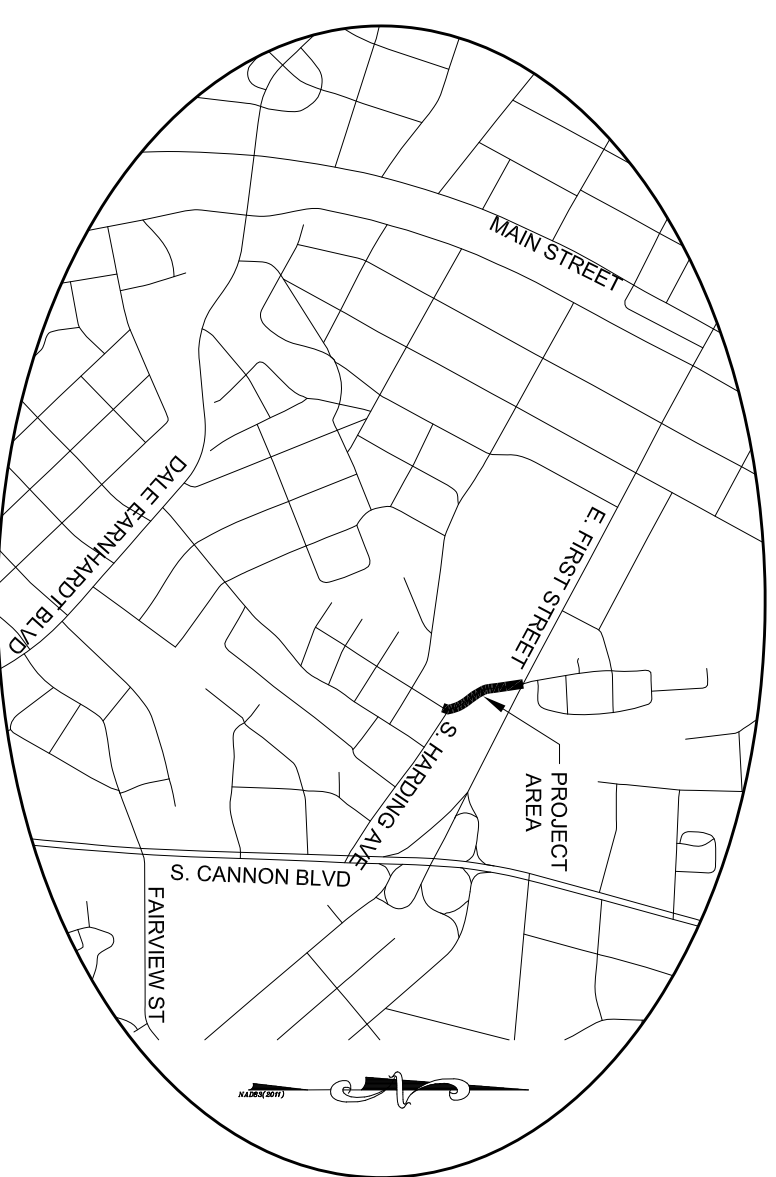
**Construction Plans of Proposed
 Harding Avenue Sidewalk Project**

PE SEAL

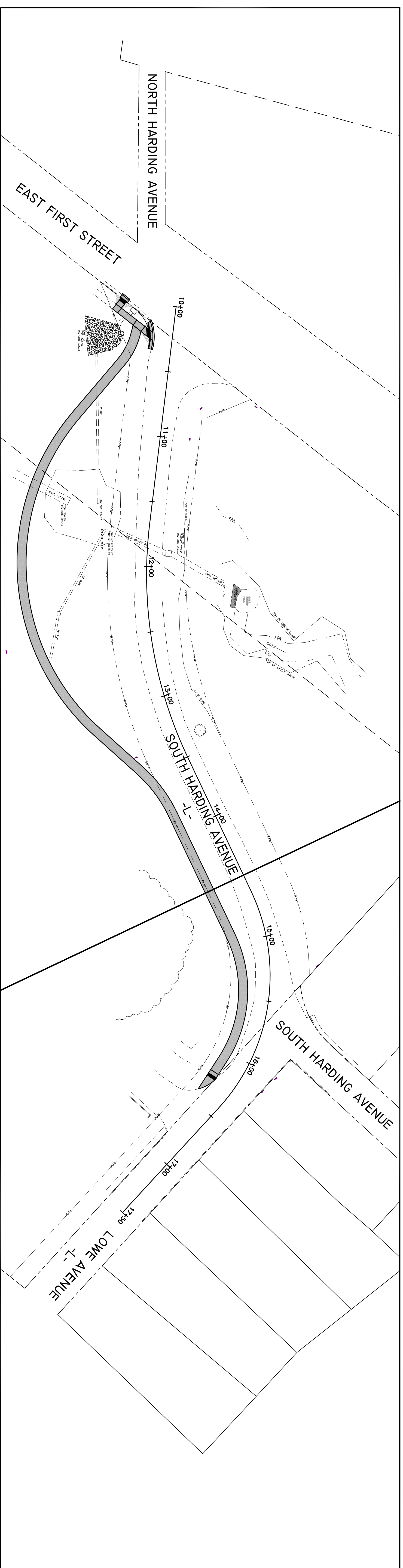
PRELIMINARY
 Do Not Use For Construction

CONVENTIONAL SIGNS

Maintained RWY Line.....	— e — e —
Existing Property Line.....	— — — — —
Existing Structures.....	— — — — —
Proposed Edge of Pavement.....	— — — — —
Slope Stake Line.....	— c — f —
Temporary Construction Easement.....	— e — e —
Sidewalk Utility Easement.....	— SUE — SUE —
Existing Water Line.....	— w — w — w —
Existing Sanitary Sewer.....	— S — S — S —
Existing Underground Utility.....	— OU — OU — OU —
Existing Overhead Utility.....	— OE — OE — OE —
Existing Ditch.....	— — — — —
Existing Storm Drainage.....	— — — — —
Existing Water Valve.....	— W/V —
Existing Sanitary Sewer Manhole.....	— S/S —
Existing Utility Pole.....	— PP —
Proposed Curb & Gutter, Cone Drive, Sidewalk.....	— — — — —
Proposed Asphalt Pavement.....	— — — — —
Proposed Truncated Domes.....	— — — — —
Proposed Pavement or Concrete Removal.....	— — — — —



VICINITY MAP
 NTS



SHEET 4

SHEET 5

LOCATION MAP
 NTS

PLANS PREPARED BY:

City of Kannapolis
 Public Works Department
 401 Laureate Way
 Kannapolis, North Carolina 28081
 704-920-4300

GRAPHIC SCALES

Plan View.....	20	40	60
Horz. Profile.....	20	40	60
Vert. Profile.....	4	8	12
Cross Section.....	5	10	15



APPROVED

CITY ENGINEER _____ DATE _____

W:\Beh\Harding Street\Plotsheets\Cover.dwg

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

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

AGENDA CATEGORY:

Appointments to Boards and Committees

SUBJECT:

Appointments - Active Living and Parks Commission

BRIEF SUMMARY:

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

REQUESTED ACTION:

Motion to appoint an individual to the Active Living and Parks Commission for a three-year term ending January 31, 2022; including an exception to the "residency" provision of the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Londa Strong, Director, Active Living and Parks Department

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- ▣ Roster
- ▣ Applications on File

Active Living and Parks Commission

3-Year Terms
11-Member Commission

<u>APPOINTEE</u>	<u>PLANNING AREAS</u>	<u>DATE OF APPOINTMENT</u>
Charles Grimsley 680 Miramar Street Concord, NC 28025	Concord	APPOINTMENT: 08/21/17 (unexpired term) REAPPOINTMENT: 06/18/18 TERM EXPIRING: 01/31/21
Patsy Brown 5260 Merle Road Concord, NC 28025	Eastern	APPOINTMENT: 05/15/17 (unexpired term) TERM EXPIRING: 01/31/20
Earnest Morrissey 5710 Shoreview Drive Concord, NC 28025	Senior Centers* Advisory Committee Member	APPOINTMENT: *
Robert Kirk 4401 Old Airport Road Concord, NC 28025	Cabarrus* School Board	APPOINTMENT: *
Robin Phillips 579 Union Cemetery Road Concord, NC 28027	Central	APPOINTMENT: 12/15/14 REAPPOINTMENT: 06/18/18 TERM EXPIRING: 01/31/21
Martha Macon 1619 Eastwood Drive Kannapolis, NC 28083	Kannapolis	APPOINTMENT: 02/20/12 REAPPOINTMENT: 12/15/14 TERM EXPIRING: 01/31/18
Michael Specht 574 Lansfaire Avenue NW Concord, NC 28027	At-Large	APPOINTMENT: 01/19/16 REAPPOINTMENT: 01/22/19 TERM EXPIRING: 01/31/22
Kevin Clark 316 Cottage Drive Kannapolis, NC 28083	Kannapolis* School Board	APPOINTMENT: *
Chris Furr 175 Alvin Hough Road Midland, NC 28107	Midland	APPOINTMENT: 10/19/15 (unexpired term) REAPPOINTMENT: 02/19/16 REAPPOINTMENT: 01/22/19 TERM EXPIRING: 01/31/22

Megan Baumgardner 7120 Macedonia Church Road Concord, NC 28027	Northwest Cabarrus	APPOINTMENT: 05/16/16** REAPPOINTMENT: 01/22/19** TERM EXPIRING: 01/31/22
--	-----------------------	---

Mike Kirby 8020 Cotton Street Harrisburg, NC 28075	Harrisburg	APPOINTMENT: 02/17/14 (unexpired term) REAPPOINTMENT: 12/15/14 REAPPOINTMENT: 06/18/18 TERM EXPIRING: 01/31/21
--	------------	--

Commissioner Lynn Shue is the liaison.

Note: The Board approved the reorganization of the Parks and Recreation Commission on August 21, 2006, converting the Commission from townships to geographic planning areas. Further, two additional positions were created for the Midland and Harrisburg planning areas.

Note: The Parks Commission meets on the 3rd Thursday of the month at the Concord Senior Center at 6:00 p.m.

Note: The Parks Commission adopted new Bylaws at its October 18, 2012 meeting. The name was changed to Active Living and Parks Commission and according to the Bylaws, Article IV Section 2, the Active Living and Parks Commission shall be composed of ten (10) Cabarrus County Citizens, one (1) Sr. Centers Advisory Council Member, and one (1) representative from the Cabarrus County board of Commissioners serving as a non-voting liaison.

At the October 18, 2012 Active Living and Parks Commission meeting, new by-laws were adopted.

*At the February 16, 2015 Board of Commissioners' meeting, a revision to the Active Living and Parks Commission Bylaws: Article IV, Membership of Commission, Sections 4, 5 and 6 was approved by the Board.

**An exception to the "service on multiple boards" provision of the Appointment Policy was granted.

**Active Living and Parks Commission
Applications on File
January 31, 2019**

Addul Ali	Kannapolis	2012 Carolina Avenue	Kannapolis, NC 28083
Michael Benson	Concord	1204 Hidden Oaks Drive SE	Concord, NC 28025
Kimberly Biondi	Concord	928 Pineridge Street SE	Concord, NC 28025
Tyler Jameson	Northwest	9687 Walkers Glen Drive NW	Concord, NC 28027
William Leake	Central	2466 Cold Springs Road	Concord, NC 28025
Joshua Mendoza	Midland	12893 Hill Pine Road	Midland, NC 28107
Sara Newell	Central	6135 Ashland Road	Kannapolis, NC 28083
Steven Plummer	Concord	2325 Montford Avenue NW	Concord, NC 28027
John Poole*		4958 Bentgrass Run Drive	Charlotte, NC 28269

*Resides in Mecklenburg County. An exception to the “residency” provision of the Appointment Policy will be needed.

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

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

AGENDA CATEGORY:

Appointments to Boards and Committees

SUBJECT:

Appointments - Adult Care Home Community Advisory Committee

BRIEF SUMMARY:

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

REQUESTED ACTION:

Motion to appoint an individual to the Adult Care Home Community Advisory Committee for an initial one-year term ending February 29, 2020; including an exception to the "service on multiple boards" provision of the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

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

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- ▣ Roster
- ▣ Applications on File

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

Ed Burns 4222 Mackenzie Court Concord, NC 28027	APPOINTMENT: 05/18/09 REAPPOINTMENT: 06/21/10 REAPPOINTMENT: 05/20/13 REAPPOINTMENT: 03/21/16* TERM EXPIRING: 05/31/19
Jack Boyer 401 Falcon Drive Concord, NC 28025	APPOINTMENT: 08/17/09 REAPPOINTMENT: 08/16/10 REAPPOINTMENT: 10/21/13 REAPPOINTMENT: 09/19/16 TERM EXPIRING: 08/31/19
Sandra Miller 1120 Brigadoon Court Concord, NC 28025	APPOINTMENT: 07/18/11 REAPPOINTMENT: 07/16/12 REAPPOINTMENT: 08/17/15 REAPPOINTMENT: 08/20/18* TERM EXPIRING: 07/31/21
Diamond Staton-Williams 6626 Burkwood Court Harrisburg, NC 28075	APPOINTMENT: 07/21/14 REAPPOINTMENT: 08/17/15 REAPPOINTMENT: 08/20/18 TERM EXPIRING: 07/31/21
Annette Swick 687 Journey Street SW Concord, NC 28025	APPOINTMENT: 04/20/15 REAPPOINTMENT: 03/21/16* TERM EXPIRING: 04/30/19
Diane Carlson 4429 Turnberry Court Concord, NC 28027	APPOINTMENT: 10/19/15 REAPPOINTMENT: 09/19/16 TERM EXPIRING: 10/31/19

(11 VACANT Positions)

* Exception to Appointment Policy

Adult Care Home Community Advisory Committee

Applications on File
January 3, 2019

Helen McInnis

5517 Hammermill Drive

Harrisburg, NC 28075

* Serves on the Board of Equalization and Review. An exception to the “service on multiple boards” provision of the Appointment Policy will be needed.

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

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

AGENDA CATEGORY:

Appointments to Boards and Committees

SUBJECT:

Appointments - Firemen's Relief Fund Trustees

BRIEF SUMMARY:

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

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

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

REQUESTED ACTION:

Motion to appoint Chris Whiting (Allen), Lori Furr (Mount Pleasant Rural), and Kelly Ritchie (Rimer); and to reappoint Raymond N. Blackwelder, Jr. (Cold Water), Artie Craig (Flowers Store), Nicole Beaver (Georgeville), Tim Wooten (Harrisburg), Darrell Page (Midland), Betty White (Mount Mitchell), Richard V. Bergeron, II (North East), and Jacob Williams (Odell) to the Firemen's Relief Fund Trustees for two-year terms ending January 31, 2021.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Steve Langer, Fire Marshal

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- Roster

FIREMEN'S RELIEF FUND TRUSTEES
2-Year Terms

<u>DEPARTMENT</u>	<u>TRUSTEES' NAMES</u>	<u>EXPIRATION DATE</u>
Allen	Mike Faggart	1/31/2019
Allen	Jerry Helms	1/31/2020
Cold Water	Raymond N. Blackwelder, Jr.	1/31/2019
Cold Water	David R. Blackwelder	1/31/2020
Flowers Store	Artie Craig	1/31/2019
Flowers Store	Joey Houston	1/31/2020
Georgeville	Nicole Beaver	1/31/2019
Georgeville	Kelly Whitley	1/31/2020
Harrisburg	Tim Wooten	1/31/2019
Harrisburg	Lee Connor	1/31/2020
Midland	Darrell Page	1/31/2019
Midland	Joe Eudy	1/31/2020
Mount Mitchell	Betty White	1/31/2019
Mount Mitchell	Bobby Kanipe	1/31/2020
Mount Pleasant Rural	James Sells	1/31/2019
Mount Pleasant Rural	Del Eudy	1/31/2020
North East	Richard V. Bergeron, II	1/31/2019
North East	Dylan Daquila	1/31/2020
Odell	Jacob Williams	1/31/2019
Odell	Danny Brown	1/31/2020
Rimer	Marty Ritchie	1/31/2019
Rimer	Earlene Cox	1/31/2020

Exempt from the County's Appointment Policy. Recommendations for appointment are submitted by each of the respective volunteer fire departments.

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

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

AGENDA CATEGORY:

Appointments to Boards and Committees

SUBJECT:

Appointment and Removals - Home and Community Care Block Grant Advisory Committee

BRIEF SUMMARY:

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

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

REQUESTED ACTION:

Motion to remove Tim Lowder from the Home and Community Care Block Grant Advisory Committee and thank him for his service.

Motion to reappoint two individuals to the Home and Community Care Block Grant Advisory Committee for three-year terms ending December 31, 2021; including an exception to the "length of service" provision of the Appointment Policy as needed.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Anthony Hodges, HCCBG Lead Agency Representative

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- ▣ Recommendation Letter
- ▣ Roster
- ▣ Applications on File



Cabarrus County Board of Commissioners
P. O. Box 707
Concord, NC 28026

Commissioners,

The Home and Community Care Block Grant Advisory Committee had 3 members whose terms expired on December 31, 2018. They were Tim Lowder, Betty Babb, and Mary Whitman.

At the Home and Community Care Block Grant Advisory Committee meeting on November 19, 2018 the committee voted unanimously to have each of the 3 members serve another term. Betty Babb and Mary Whitman have both agreed to do so. Tim Lowder has declined serving another term.

Please accept our recommendation that Betty Babb and Mary Whitman be reappointed as members for the Home and Community Care Block Grant Advisory Committee.

Sincerely,

Anthony Hodges
HCCBG Lead Agency Representative

HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE

<u>MEMBER</u>	<u>AGENCY REPRESENTED</u>	<u>TERM OF APPOINTMENT</u>
Larry Belk P.O. Box 707 Concord, NC 28026	Human Services/Designee Transportation	APPOINTMENT: 06/17/13
Anthony Hodges 1303 S Cannon Blvd Kannapolis, NC 28083	Human Services/Designee Older Adults	APPOINTMENT: 06/17/13
Cindy Hall 1303 S Cannon Blvd. Kannapolis, NC 28083	Human Services/Designee Disabled Adults	APPOINTMENT: 03/19/18
Susan Donaldson P. O. Box 707 Concord, NC 28026	ALP Director/Designee	APPOINTMENT: 06/17/13
Kelly Sifford P.O. Box 707 Concord, NC 28026	P&Z Director/Designee	APPOINTMENT: 06/17/13
Kimberly Strong 1701 S Main St. Kannapolis NC 28081	Cabarrus Meals on Wheels Director/Designee	APPOINTMENT: 06/17/13
Mary Wittmann 402 Dogwood Lane Harrisburg, NC 28075	At-large	APPOINTMENT: 04/15/13 REPOSITIONED: 06/17/13 REAPPOINTMENT: 12/14/15 TERM EXPIRING: 12/31/18
Betty Babb 590 Westwood Drive Kannapolis, NC 28081	At-large	APPOINTMENT: 05/18/09 REAPPOINTMENT: 12/19/11 REPOSITIONED: 06/17/13* REAPPOINTMENT: 12/14/15** TERM EXPIRING: 12/31/18
Anita Helms 6910 Hwy 49 North Mt. Pleasant, NC 28124	At-large	APPOINTMENT: 02/17/14 REAPPOINTMENT: 12/19/16 TERM EXPIRING: 12/31/19
James Polk 224 Deal Street SE Concord, NC 28025	At-large	APPOINTMENT: 06/17/13 REAPPOINTMENT: 12/19/16 TERM EXPIRING: 12/31/19

Scott Barringer 1409 North Main Street Mt. Pleasant, NC 28124	At-large	APPOINTMENT: 06/17/13 REAPPOINTMENT: 12/19/16 TERM EXPIRING: 12/31/19
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Evelyn Miller 7334 Mt. Olive Road Concord, NC 28025	At-large	APPOINTMENT: 01/17/16 TERM EXPIRING: 12/31/19
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Tim Lowder 8750 Flowes Store Road Concord, NC 28025	At-large	APPOINTMENT: 04/21/14 REAPPOINTMENT: 12/14/15 TERM EXPIRING: 12/31/18
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Diane Honeycutt P.O. Box 707 Concord, NC 28026	Commissioner Ex-Officio	APPOINTMENT: 12/14/15 REAPPOINTMENT: 12/19/16 REAPPOINTMENT: 12/18/17 TERM EXPIRING: 12/31/18
--	----------------------------	--

Katie Kutcher 525 N Tryon Street 12 Floor Charlotte, NC 29202	Centralina Area Agency on Aging Ex-Officio	APPOINTMENT: 12/19/16 TERM EXPIRING: 12/31/19
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Note: New Rules of Operation for the Cabarrus County Home and Community Care Block Grant (HCCBG) Advisory Committee were adopted by the Board in January 22, 2013 to be effective July 1, 2013. Agency representative appointments are perpetual.

*Betty Babb's appointment was extended on June 17, 2013 to align with staggering terms per the new rules of operation.

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

Home and Community Care Block Grant Advisory Committee
Applications on File
January 25, 2019

Betty Babb	Current member	590 Westwood Drive	Kannapolis, NC 28081
Andrea Black		2434 Galena Court	Kannapolis, NC 28083
Shedrick Hall		516 Winecoff School Road	Concord, NC 28027
Rachel Hester		5169 Wheat Drive SW	Concord, NC 28027
Helen McInnis*		5517 Hammermill Drive	Harrisburg, NC 28075
Mary Wittmann**	Current member	402 Dogwood Lane	Harrisburg, NC 28075

*Serves on the Board of Equalization and Review.

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

February 18, 2019
6:30 PM

AGENDA CATEGORY:

Reports

SUBJECT:

Active Living and Parks Department - FY 17-18 Annual Report

BRIEF SUMMARY:

The annual report highlights the Active Living and Parks Department activities, attendance, programs, and accomplishments.

REQUESTED ACTION:

No action required.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Londa Strong, Director Active Living and Parks

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- Report



CABARRUS COUNTY
Active Living & Parks



2017–2018 ANNUAL REPORT

Activities at the Cabarrus County Senior Centers

July 2017 – June 2018

90,000

Visits to the senior centers

439

First-time visitors

70+

Class offerings each session



Age of youngest participant:
16



Age of oldest participant:
94

Greetings,

“Age Out Loud” was the 2017 theme for Older Americans Month. Older Americans Month was established in 1963 under President John F. Kennedy and the National Council of Senior Citizens.

According to the Administration for Community Living, at that time, only 17 million folks had reached the age of 65 in the United States. Approximately a third of them lived in poverty.

As of July 1, 2017 there were approximately 325.72 trillion U.S. residents, of which nearly 51 million were 65 or older. Baby boomers began turning 65 in 2011 at an estimated rate of 10,000 per day. The U.S. Census Bureau 2014 National Predictions show that by 2030, only 12 years from now, those 65 and older will make up the same percentage of the population as those 18 and under, 21 percent.

Cabarrus County seniors are definitely “Aging Out Loud.” The number of new folks who visit the Concord and Mt. Pleasant senior centers each month is staggering. Between October 2017 and October 2018, the senior centers grew by 521 new participants. These folks participate in exercise classes, special events, archery, line dance, Senior Games, lunch and learns, living healthy classes, evening dances and many more activities. They are active in their community and volunteer in many places, including the senior centers and parks.

Cabarrus County is very supportive and continues to plan for the future for the ever-growing older population. The wellness programs, fitness classes and healthy living classes are vital to the well-being of the population and in keeping more folks living independently.

What a great group to work with, staff included. Let’s continue down this road and not only “Age Out Loud,” but Live Out Loud, as well!

With warmest regards,

Londa Strong
Director, Cabarrus County Active Living and Parks

Staff

Londa Strong, Director
Byron Haigler, Assistant Director
Perry Gabriel, Sr. Program Manager, Frank Liske Park
Joshua Coffman, Program Manager,
Camp T.N. Spencer and Vietnam Veterans Park
Alex Beck, Program Manager, Rob Wallace Park
Susan Donaldson, Event Manager
Jon Poole, Program Supervisor
Shannon Unger, Program Supervisor
Teresa Kiser, Program Coordinator, Senior Center, Concord
Katie Plummer, Program Coordinator, Senior Center, Mt. Pleasant
Michael Dorsey, Wellness Coordinator
Luke Robinson, Senior Park Ranger
Matthew Carlson, Senior Park Ranger
Taylor Honeycutt, Senior Park Ranger
Priscilla McWaters, Program Specialist
Allison Creswell, Administrative Specialist
Meghan Kabat-Newcomer, Administrative Associate



Cabarrus County Board of Commissioners

Steve Morris, Chair
Diane Honeycutt, Vice Chair
Blake Kiger
Liz Poole
Lynn Shue

Active Living and Parks Commission

Robin Phillips, Chair
Megan Baumgardner, Vice Chair
Patsy Brown
Kevin Clark
Chris Furr
Tim Furr
Charles Grimsley
Mike Kirby
Martha Macon
Earnest Morrissey
Michael Specht

Senior Center Advisory Council

Anita Helms, Chair
Pat Martin, Vice Chair
Myra Baumgardner
Sherman Childers
Thomas Dixon
Margaret Dorton
Tom Kurzel
Gail Linker
Earnest Morrissey
Robin Phillips

Active Living and Parks Highlights

July 2017 – June 2018



Events

**Murder Mystery Dinner Theater
Interactive Show**

Terror Toss Disc Golf Tournament

**2017 Conference Carolinas
Cross Country Championships**

American Gladiators Fall Fest

Exercise is Medicine 5K

Trout Stocking at Frank Liske Park

Senior Health and Wellness Expo

Featured event:

Older Americans Month

The Cabarrus County Senior Centers hosted a series of events and programs in May 2018 to celebrate Older Americans Month (OAM). Approximately 216 seniors participated and/or volunteered in the free events. The month-long celebration included an OAM kick-off party, scavenger hunt, step-a-thon, grandparent/child dance, karaoke and dance night, craft, awards, and wrap-up party. In support of the County's aging initiative, The Cabarrus County Board of Commissioners also made a "Senior Center Month" proclamation.

Conservation

- Floating islands are a way to increase habitat without having to acquire more land. ALPs has successfully created habitat and resting areas for many creatures including herons, turtles, dragonflies and other aquatic-based wildlife. The ponds also become pollinator waypoints with butterflies, bees and other species enjoying the summer blooms.
- Bioswales are located along the roadways and parking lots in Frank Liske Park. They are planted with milkweed, goldenrod, mountain mint and other native plants and serve as habitats for small birds, mammals, reptiles and insects. Volunteers assist park staff by weeding and maintaining the areas.
- Native trees are on the rise in Cabarrus County thanks to Cabarrus Brewing Company and the NC Forestry Service. Their partnership resulted in more than 1,000 trees planted in our parks. The range of species offer varied benefits including early blooms for pollinators, increased pine habitat for pine dwellers, and nut and fruit bearing trees for foraging wildlife.
- Project FeederWatch volunteers used our parks to watch, count and identify birds to help experts understand bird migration and any changes.
- The 2018 City Nature Challenge was a success, with area parks departments collaborating to place 16th in the worldwide competition against more than 60 other jurisdictions. The competition gauged which area could make the most observations of nature, find the most species and engage the most people during the competition time frame.



Completed park updates and projects

Frank Liske Park

- Landscape border along park entrance
- Metal picnic tables installed in shelters
- Shade structure added to all park playgrounds
- Repainting softball dugouts, shelters and other structures
- Painting of silo exterior with interior renovations underway

Rob Wallace Park

- Added butterfly garden
- Added natural play area
- Installed nine-hole disc golf course

Vietnam Veterans Park

- Added overflow parking lot

Camp T.N. Spencer Park

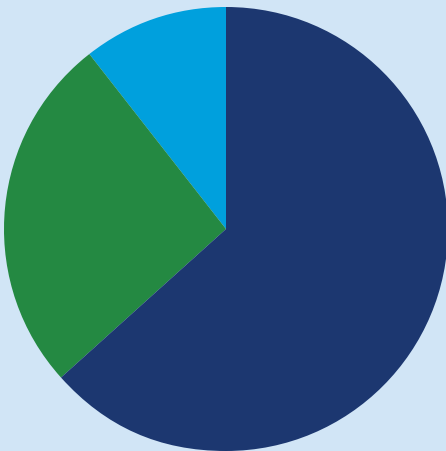
- Added a fire pit that resembles a large stone and benches made to look like trees at the group camping area

All parks

- Custom concrete additions that resemble large stones in the natural play areas

Attendance Report Fiscal Year 2017–2018

Fiscal Year 2017–2018 Park Attendance by District



- South
- North
- East

South District: Frank Liske Park

Attendance Total	583,095
Number of Vehicles.....	233,238
Facility Reservation Attendance	53,610

North District: Vietnam Veterans Park and Camp T.N. Spencer Park

Attendance Total	238,885
Number of Vehicles.....	95,554
Facility Reservations Attendance.....	23,182

East District: Rob Wallace Park

Attendance Total	94,773
Number of Vehicles.....	37,909
Facility Reservation Attendance	3,500

Athletic

Total Participations	274,000
----------------------------	---------

Programs

Park Programs	195
Park Program Participants	14,196
Senior Center Programs.....	3,760
Senior Center Program Participants.....	71,193

Senior Center

Concord Attendance Total	67,445
Mt. Pleasant Attendance Total.....	10,940

Volunteer Hours

Senior Centers	6,402
Parks.....	1,279
Estimated Value Provided to Cabarrus County.....	\$185,419

Park attendance totals based on national guidelines of 2.5 people per vehicle.

Financial Report Fiscal Year 2017–2018

Parks

Revenues

Fees and Charges—Operations	\$ 433,286
Matching Grants	77,691
Total	\$ 510,977

Expenditures

Park Operations	\$ 1,969,466
Matching Grants	123,382
Total	\$ 2,092,848

Net Costs	\$ 1,581,872
-----------	--------------

Senior Centers

Revenues

Grants	\$ 101,765
Program Fees	182,284
Total	\$ 284,049

Expenditures

Operations	\$ 653,362
------------	------------

Net Costs	\$ 369,313
-----------	------------

Total Expenditures (Actual)	\$ 2,746,210
-----------------------------	--------------

Total Revenue	\$ 795,025
---------------	------------

Total Expenditures (Net)	\$ 1,951,185
--------------------------	--------------

Total Budget Fiscal Year 2017–2018	\$ 2,867,216
---	---------------------

2016 Population: 201,590

Per Capita Costs (excluding matching grants)

Cabarrus County Per Capita Cost
Gross Expenditures
\$13.01


Cabarrus County Per Capita Cost
Net Expenditures
\$9.45

Average Per Capita Cost
North Carolina (2013)
\$65.54

Average Per Capita Cost
National (2016)
\$76.44



 www.cabarruscounty.us/alp

 704-920-3484

 @CabarrusCountyActiveLivingandParks

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

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

AGENDA CATEGORY:

Reports

SUBJECT:

BOC - Receive Updates From Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees

BRIEF SUMMARY:

This time is allotted during regular meetings to receive updates from commission members that serve as liaisons to local municipalities or that serve on various boards/committees, if needed. This opportunity allows the board as a whole to learn more about what is going on with the boards each commissioner is individually involved with.

REQUESTED ACTION:

Receive updates and discuss as needed.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

February 18, 2019
6:30 PM

AGENDA CATEGORY:

Reports

SUBJECT:

BOC - Request for Applications for County Boards/Committees

BRIEF SUMMARY:

Vacant Positions on the Cabarrus County Boards & Committees are as follows:

Boards & Committees	Vacancies/Expiring/Expired Terms	Term Expiration and/or Position
Active Living & Parks Commission	1	*
Adult Care Home Community Advisory Committee	11	**
Agricultural Advisory Board	2	*
Animal Protection Advisory Board	1	*
Board of Equalization & Review	n/a	*
Cardinal Innovations Healthcare Solutions Community Oversight Committee	n/a	*
Centralina Workforce Development Board	n/a	*
Charlotte Douglas International Airport Commission	n/a	*
Concord Planning Commission (ETJ)	1	*
Early Childhood Task Force Advisory Board	n/a	*
Harrisburg Fire Advisory Board	n/a	*
Harrisburg Planning & Zoning Board	n/a	*

and Board of Adjustment (ETJ)		
Home & Community Care Block Grant Committee	1	*
Human Services Advisory Board	n/a	*
Industrial Facilities & Pollution Control Financing Authority	n/a	*
Jury Commission	n/a	*
Juvenile Crime Prevention Council	1	*
Library Board of Trustees	n/a	*
Mental Health Advisory Board	n/a	*
Mt. Pleasant Planning Board & Board of Adjustment	1	Alternate
Nursing Home Community Advisory Board	7	**
Planning & Zoning Commission	2	*
Public Health Authority of Cabarrus County	n/a	*
Region F Aging Advisory Committee	n/a	*
Rowan-Cabarrus Community College Board of Trustees	n/a	*
Senior Centers Advisory Council	n/a	*
Tourism Authority	n/a	*
Transportation Advisory Board	3	*
Water & Sewer Authority of Cabarrus County	n/a	*
Watershed Improvement Commission	1	*
Youth Commission	6	Cox Mill, Jay M. Robinson, Mt. Pleasant, Northwest Cabarrus & At-large high schools

*Term lengths and expirations vary per board roster.

**Initial terms are for one year. Additional terms are for three years.

A description of each board/committee is attached along with an application for appointment. Visit the County's website to complete the online application. For more information, contact the Clerk at 704-920-2109 or go to <https://www.cabarruscounty.us/boards-and-committees>.

REQUESTED ACTION:

Review the aforementioned list of County Boards/Committees for the benefit of the viewing audience and encourage citizens to participate.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- ▢ Boards & Committees Descriptions
- ▢ Concord ETJ Map
- ▢ Harrisburg ETJ Map
- ▢ Application
- ▢ Youth Commission Application

CABARRUS COUNTY

BOARDS, COMMITTEES, COMMISSIONS AND AUTHORITIES

The Cabarrus County Board of Commissioners makes appointments to a number of boards, committees, commissions and authorities. All citizens of Cabarrus County are encouraged to volunteer to serve on these boards/committees. To obtain an application for appointment or for more information, please contact the Clerk to the Board, at the Governmental Center, 65 Church Street, SE, Concord, or call (704) 920-2109. The application may also be downloaded from the County's website at www.cabarruscounty.us.

A listing of the boards/committees is as follows:

ACTIVE LIVING AND PARKS COMMISSION

This commission advises on parks and recreation needs of County residents and assists the Parks Department in planning facilities and operational activities. The 11-member commission includes a representative from each of the 7 planning areas (Concord, Eastern, Kannapolis, Central, Midland, Northwest Cabarrus and Harrisburg), 2 at-large representatives, 1 representative from the Cabarrus School Board and 1 representative from the Kannapolis School Board. Appointments are for terms of three years.

ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE

This committee seeks to maintain the intent of the Adult Care Home Residents Bill of Rights and to promote community involvement with the homes (homes for the aged, family care homes and homes for developmentally disabled adults). Members cannot be employed by an adult care home nor have any financial interest, directly or indirectly, in an adult care home. Immediate family of an adult care home resident in Cabarrus County cannot serve on the committee. Initial appointment is for a term of one year with successive appointments of three-year terms.

AGRICULTURAL ADVISORY BOARD

The Agricultural Advisory Board is designed to implement the provisions of the Voluntary Agricultural District Ordinance. The Board is charged with accepting applications to the voluntary agricultural districts, promoting the enhancement of agriculture in our county, and assisting the Cabarrus County Commissioners with information and positions regarding decisions impacting agricultural production in our county.

ANIMAL PRESERVATION & PROTECTION ADVISORY COMMITTEE

The committee's purposes are outlined as follows: (1) Review current operations of Cabarrus County Animal Control; (2) Provide educational materials in several languages to the Cabarrus County residents on Spay/Neuter, proper feeding, housing and healthcare for pets; (3) Establish a protocol for the availability for low cost spaying and neutering of pets belonging to indigent residents of Cabarrus County. Members serve two-year terms.

BOARD OF EQUALIZATION AND REVIEW

This board: (1) reviews the tax lists of the county for the current year to assure that all property is listed and appraised accurately; (2) hears any property owner's appeal concerning the value assigned to his property (or that of others); and (3) has the authority to make adjustments necessary to bring the valuation into line with the standards established by law. Members serve three-year terms.

CABARRUS COUNTY PLANNING AND ZONING COMMISSION

This commission serves a key role in shaping the future development of the county as it reviews subdivisions, assists in area plans, and makes land use decisions, some of which are forwarded to the Board of Commissioners. The commission also serves as the Board of Adjustment that hears and decides appeals of decisions by the Zoning Enforcement Officer, and grants special use permits/variances. Members include a representative from each of the 7 planning areas (Concord, Midland, Central, Eastern, Harrisburg, Kannapolis and Northwest Cabarrus), 2 at-large representatives and 3 Alternate members. Appointments are for terms of three years.

CARDINAL INNOVATIONS HEALTHCARE SOLUTIONS – Community Oversight Board

By resolution as a result of new legislation, the Boards of County Commissioners of Alamance, Cabarrus, Caswell, Chatham, Davidson, Franklin, Granville, Halifax, Orange, Person, Rowan, Stanly, Union, Vance and Warren Counties agreed to be served by a single Area Authority operating as a Managed Care Organization with a governance structure that will function under existing law, as well as under the new governance legislation. It is in the interest of the public health and welfare to create an Area Authority to operate North Carolina's 1915(b)/(c) Medicaid Waiver as a Managed Care Organization and to manage all public resources that may become available for mental health, intellectual and developmental disabilities, and substance abuse services, including federal block grant funds, federal funding for Medicaid and Health Choice, and all other public funding sources.

The Community Oversight Board (COB) is part of Cardinal Innovations Healthcare Solutions' governance structure. The COB consists of three (3) members from each County, appointed by each County's Board of Commissioners, and will include a County Commissioner or designee, a consumer or family member, and another citizen or stakeholder; and one (1) member from the Local Consumer and Family Advisory Committee, either the Chair or other elected official. Appointments are for terms of three years.

CENTRALINA WORKFORCE DEVELOPMENT BOARD

This group serves as the governing body for a variety of programs and their plans, including the Job Training Partnership Act, Work First (JOBS) welfare and placement programs, the Older Worker Americans Act Job Training and Employment Program, etc. The County Commissioners appoint 4 persons representing Education, Organized Labor and the Private Sector (2) to serve on this six-county, 20-member board. Appointments are for terms of two years.

CONCORD PLANNING AND ZONING COMMISSION

The Commission guides, reviews and regulates land developments within and around the boundaries of the City of Concord. The County Commissioners appoint one member who resides in Concord's extraterritorial jurisdiction area for a term of three years.

HARRISBURG FIRE ADVISORY BOARD

The Harrisburg Fire Advisory Board advises the Town Council, Town Administrator and the Fire Chief on matters of policy, administration and operations. The board tracks the progress of the Harrisburg Fire Department's key objectives as outlined in the annual report, reviews the Department's By-Laws on an annual basis, and recommends changes to the Town Council for final approval.

HARRISBURG PLANNING AND ZONING BOARD

This board reviews, regulates development within and around the boundaries of the Town of Harrisburg and hears and decides on appeals of zoning within the Town's jurisdiction. The County Commissioners appoint one person who resides in the extraterritorial jurisdiction of the Town to serve for a term of three years.

HOME AND COMMUNITY CARE BLOCK GRANT ADVISORY COMMITTEE

This advisory committee assists the Department of Aging with the development of the County Aging Funding Plan through the Home and Community Care Block Grant for Older Adults. The committee is composed of potential public and private providers of aging services, elected county officials, older adults and representatives of other aging interests in the county.

HUMAN SERVICES ADVISORY BOARD

This board is appointed by the Board of Commissioners to advocate, advise and consult regarding services within the Department of Human Services. The board is composed of five members who are appointed for three-year terms.

In the first year of organization, the terms will be staggered with three members appointed to three-year terms and two members appointed to two-year terms.

INDUSTRIAL FACILITIES AND POLLUTION CONTROL FINANCING AUTHORITY

This authority provides for the issuance of revenue bonds to aid in financing (1) industrial and manufacturing facilities which provide job opportunities or better ways to help alleviate unemployment and raise below-average manufacturing wages and (2) pollution control facilities for industries. The 7-member authority meets as needed. Appointments are for terms of six years.

JURY COMMISSION

This commission is responsible for compiling the jury lists for the Courts. The Board of Commissioners appoints one member for a term of two years to the 3-member commission.

JUVENILE CRIME PREVENTION COUNCIL

The council plans for the needs of adjudicated and at-risk youth and assesses the need for delinquency treatment and prevention services in Cabarrus County. The 25-member council is made up of a variety of judicial and public agency representatives as well as seven at-large members. Appointments are for terms of two years.

LIBRARY BOARD OF TRUSTEES

The board advises the County Commissioners on matters relating to the Cabarrus County Library system, including the planning of programs, policies, facilities and budgetary matters.

The seven-member board includes representatives selected from the areas of Concord (one member appointed by the Concord City Council and one member appointed by the County Commissioners), Mt. Pleasant, Harrisburg, Midland, and Kannapolis (2). Appointments are for terms of three years.

MOUNT PLEASANT PLANNING BOARD AND BOARD OF ADJUSTMENT

This board guides, reviews, regulates land development within and around the boundaries of the Town of Mt. Pleasant and hears and decides on appeals of zoning within the Town's jurisdiction. The Board of Commissioners appoints two persons who reside within the Town's extraterritorial jurisdiction area for terms of three years.

NURSING HOME COMMUNITY ADVISORY COMMITTEE

This committee seeks to maintain the intent of the Nursing Home Residents Bill of Rights for those persons residing in nursing homes, works to ensure appropriate conditions within the nursing homes and promotes community involvement with those homes. Members cannot be employed by a nursing home nor have any financial interest, directly or indirectly, in a nursing home. Also, no immediate family of a nursing home resident in Cabarrus County can serve on the committee. Initial appointments are made for terms of one year with successive appointments of three years.

PUBLIC HEALTH AUTHORITY OF CABARRUS COUNTY

The authority seeks to enhance public/private health care partnerships, stabilize county dollars going to support health services, and to provide consolidation and long range planning for health services. It also acts as the local board of health and is charged to protect and promote the public health of the citizens of Cabarrus County. Membership is as follows: Member or designee of the Board of County Commissioners; Member of the Cabarrus County Medical Society; Member of the Cabarrus Physicians Organization; Member or designee of the CMC-NorthEast Medical Center Board of Trustees; and three members from the general public not affiliated with the above organizations, but recommended by the nominees of those organizations.

REGION F AGING ADVISORY COMMITTEE

This committee advises the Centralina Council of Governments (COG) staff and COG Board on area plans for the aging within the nine-county region. County Commissioners appoint three members and one alternate to the 26-member regional committee. The appointments are for terms of two years except for the alternate appointment, which is a one-year term.

ROWAN-CABARRUS COMMUNITY COLLEGE (RCCC) BOARD OF TRUSTEES

This board governs the operation of the community college according to State law. The Cabarrus County Board of Commissioners makes two four-year appointments to the Board of Trustees.

SENIOR CENTERS ADVISORY COUNCIL

The Senior Centers Advisory Council aids in determining senior citizen activities to be provided by the County as well as activities and operations at the senior centers. The council is comprised of 11 members who work closely with the Active Living and Parks Department and Senior Center staff. Appointments are for three-year terms.

TOURISM AUTHORITY

This 9-member board is charged with the development of tourism, tourist-related events, facilities and other activities that serve to increase the amount of tourism in the County. The Board of Commissioners appoints membership as follows: Three members, including a County Commissioner and/or County Manager; three members from recommendations submitted by the Cabarrus County Tourism Authority; and three members from recommendations submitted by the Cabarrus Regional Chamber of Commerce. Appointments are for terms of three years.

TRANSPORTATION ADVISORY BOARD

This board works to advance coordination between the County and human service agencies, to monitor transportation services and to advise the Board on issues related to human service transportation policy matters. Members include representatives from the Department of Social Services, Cabarrus Health Alliance, Department of Aging, Cabarrus EMS, L.I.F.E. Center, Cabarrus Workshop, Healthy Cabarrus, Head Start, Piedmont Behavioral Healthcare and a representative of the visually impaired in the county.

WATER & SEWER AUTHORITY OF CABARRUS COUNTY

The Water and Sewer Authority (WSACC) was established in 1992 by Cabarrus County and the four municipalities for the purpose of planning, constructing, owning, operating and maintaining water and sewer facilities in Cabarrus County. Membership of the board is as follows: two members appointed by Cabarrus County; two members appointed by the City of Concord; two members appointed by the City of Kannapolis; one member appointed by the Town of Harrisburg; one member appointed by the Town of Mt. Pleasant; and one at-large member appointed by Cabarrus County with the advice of the municipalities. Appointments are for terms of three years.

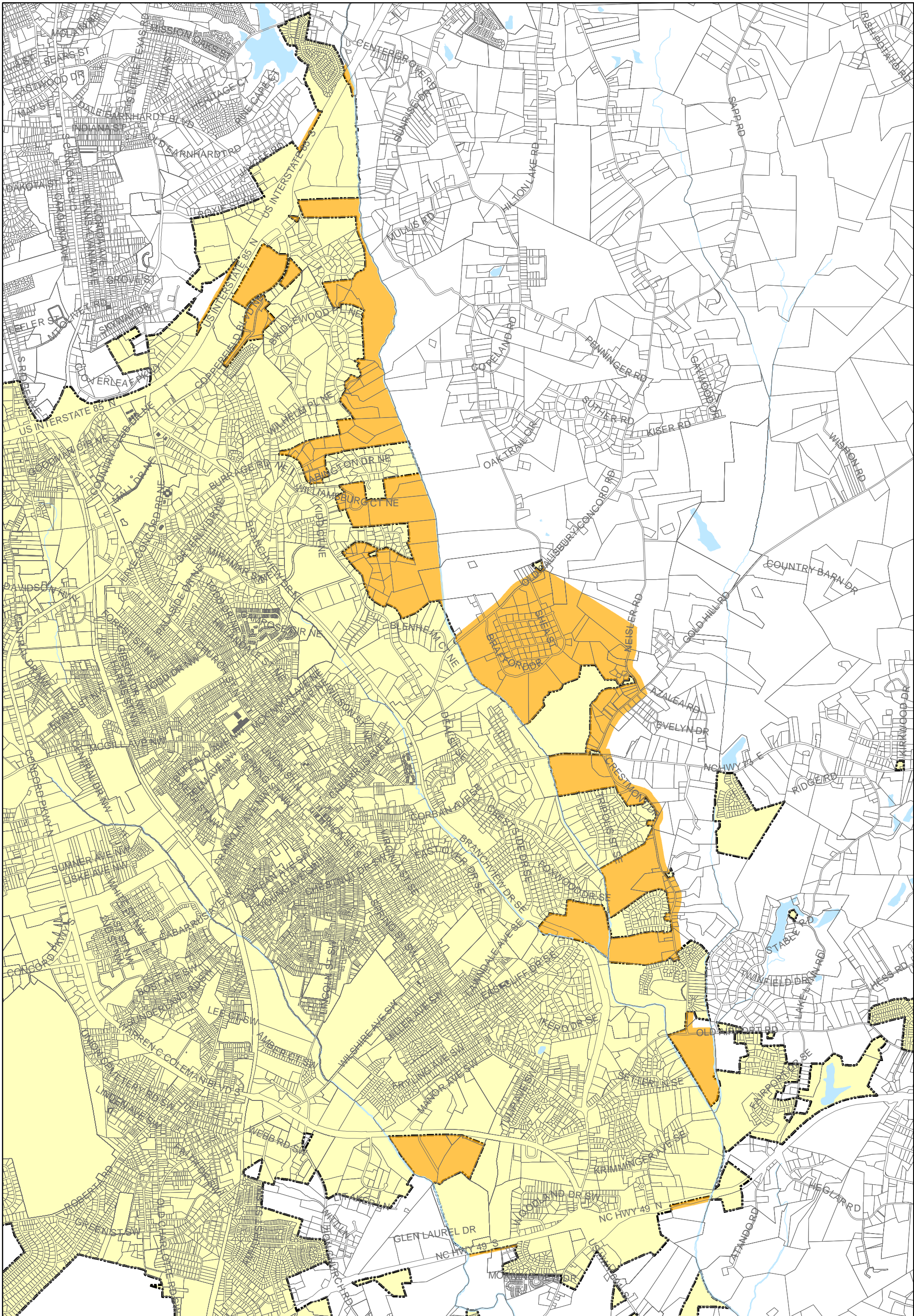
WATERSHED IMPROVEMENT COMMISSION

This 3-member commission works closely with the Cabarrus County Soil and Water Conservation Office and seeks to improve the County's water resources. Activities include efforts to reduce flooding, improve water quality and quantity and to reduce future problems through erosion control, water storage, cover protection, and education. Appointments are for terms of six years.

YOUTH COMMISSION

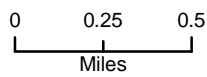
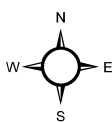
The purpose of the Youth Commission is to provide teens in the community an opportunity to be active citizens. Through experiences and education, youth will be empowered in the community. The Youth Commission will expose teens to county government, allow teens an opportunity to discuss issues, and interact with county commissioners and employees through youth-adult partnerships.

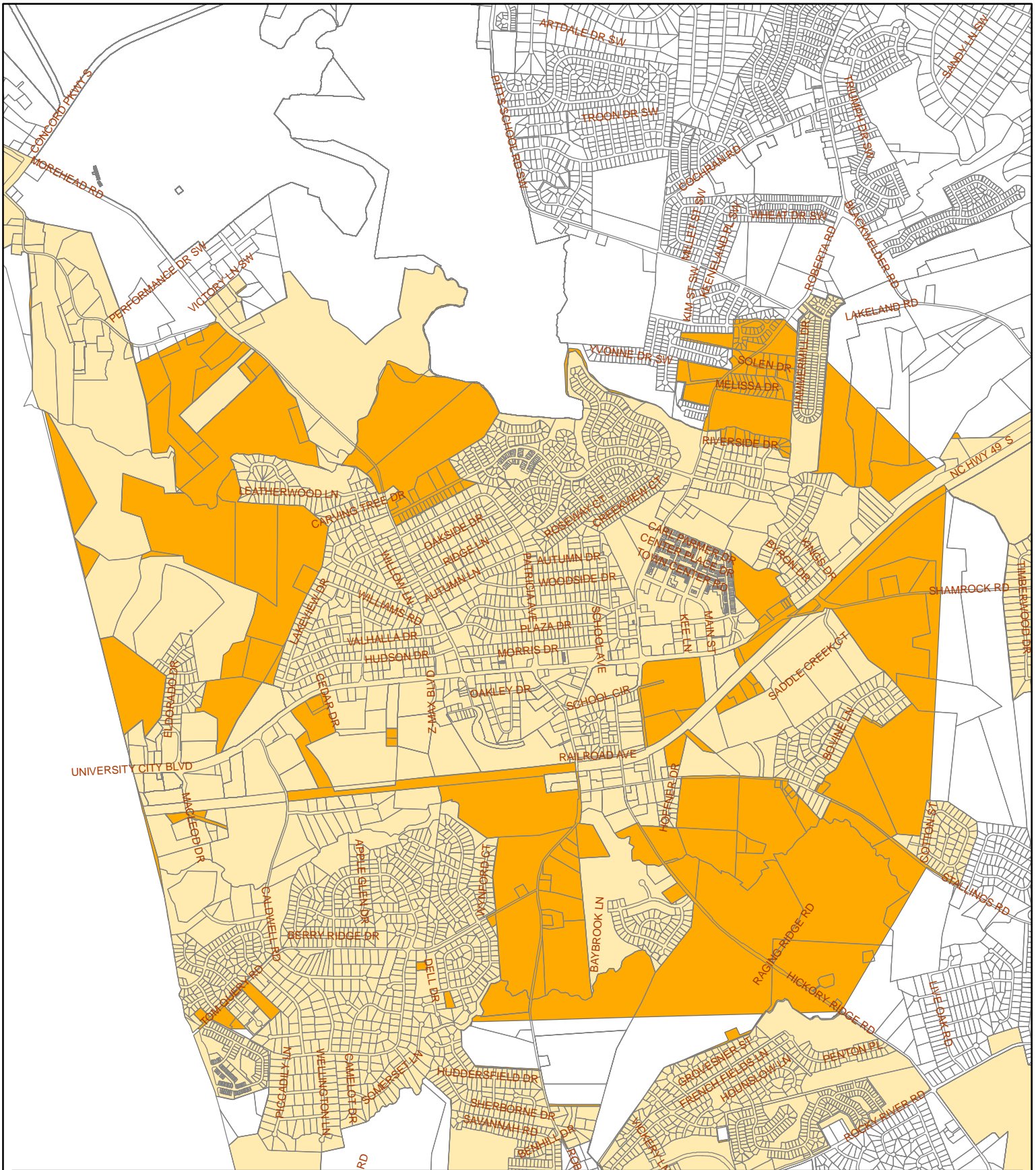
March 5, 2018



**City of Concord
Extraterritorial Jurisdiction (ETJ)**

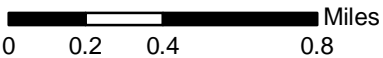
- ETJ
- City of Concord
- Parcels
- Rivers
- Lakes & Ponds





Legend

- Tax Parcels
- Harrisburg Municipal Limits
- Harrisburg ETJ Boundary



**Town of Harrisburg, NC
ETJ Boundary**

Cabarrus County shall not be held liable for any errors in these data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.

Map Prepared by Cabarrus County Planning Services, June 2009.

Office Use Only
DATE RECEIVED:

Application for Appointment to Cabarrus County Advisory Boards and Committees

The Cabarrus County Board of Commissioners believes that all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member of one of the County's various advisory boards. If you wish to be considered for appointment to an advisory board, please complete the information below and return it to the CLERK TO THE BOARD OF COMMISSIONERS, P. O. BOX 707, CONCORD, NC 28026-0707, Fax (704) 920-2820. For more information about the various boards, you may contact the Clerk at (704) 920-2109.

Advisory Board(s) / Committee(s) Interested In: (Please list in order of preference)

1. _____
2. _____
3. _____

XXXXXXXXXXXXXXXXXX

Name: _____

Home Address: _____

Mailing Address (if different): _____

City / State / ZIP: _____

Resident of Cabarrus County: Yes No

Telephone: Home: _____ Work: _____

Cell: _____ Fax: _____

Email Address: _____

Occupation: _____

Business Address: _____

City / State / Zip: _____

Do You Have a N. C. Driver's License? Yes No Age (optional): _____

Number hours available per month for this position: _____

Best time of day/or days available: _____

- over -

Educational Background: _____

Business and Civic Experience: _____

Areas of Interest / Skills: _____

Other County Boards / Committees / Commissions presently serving on: _____
 _____ Term Expiration Date: _____

Have you ever been charged with and / or convicted of a criminal offense? _____ If so, please explain _____

References

List three persons who are not related to you and who have definite knowledge of your qualifications and fitness for the position for which you are applying.

Name	Business / Occupation	Address	Telephone

I understand that this application will be kept on active file for two years and I hereby authorize Cabarrus County to verify all information included in this application. I further understand this application is subject to the N. C. Public Records Law (NCGS 132-1) and may be released upon request. Meetings of the appointed boards and committees are subject to the N. C. Open Meetings Law (NCGS 143-318.10).

_____ Date _____ Signature of the Applicant

**Cabarrus County Youth Commission
Application**

Full Name: _____ M ____ F (check one)

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone (home): (____) _____ (cell): (____) _____

E-mail: _____ Date of Birth: _____

Name(s) of Parents or Guardians: _____

High School: _____ Grade: _____

Cumulative High School GPA: _____ Year of Expected Graduation: _____

School groups/clubs/activities in which you participate: _____

List other activities you have been involved in through church, clubs, community, etc. _____

What interests you about being a member of the Youth Commission? _____

What do you hope to accomplish though being a member of the Youth Commission? What do you hope to learn?

Are you available for evening meetings? _____

References:

Name: _____ Phone: _____

Relationship to you: _____

Name: _____ Phone: _____

Relationship to you: _____

Applicant Signature: _____ Date: _____

Parent/Guardian Signature: _____

Please return this application in person or via mail to:

Lauren Linker
Clerk to the Board
Cabarrus County
P.O. Box 707
Concord, NC 28026-0707
Fax: 704-920-2820
lelinker@cabarruscounty.us



CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

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

AGENDA CATEGORY:

Reports

SUBJECT:

Cabarrus County Tourism Authority FY18 Year End Financials

BRIEF SUMMARY:

A report of the Cabarrus County Tourism Authority's FY18 Year End Financial activities is attached.

REQUESTED ACTION:

For informational purposes. No action required.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

John Mills, Executive Vice President

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- ▣ FY18 Audited Year End Financials
- ▣ FY18 Form 990 Federal Return

**CABARRUS COUNTY TOURISM
AUTHORITY
d/b/a Cabarrus County Convention And
Visitors Bureau**

**Financial Statements and
Supplementary Information**

Year Ended June 30, 2018

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a Cabarrus County Convention and Visitors Bureau
Concord, North Carolina

BOARD MEMBERS

Pam Dubois, Chairman
Six-year term expires June 30, 2020

Angie Brown, Treasurer
Six-year term expires June 30, 2021

Tim Hagler, Secretary
Six-year term expires June 30, 2020

Jennifer Parsley, Past Chairman
Six-year term expires June 30, 2018

Pat Horton
Three-year term expires June 30, 2020

Tammy Trexler Whaley
Three-year term expires June 30, 2019

Steve Steinbacher
Three-year term expires June 30, 2020

Diane Honeycutt
Three-year term expires June 30, 2021

Joel Griffin
Six-year term expires June 30, 2018

Vinay Patel
Six-year term expires June 30, 2019

Pritesh Nagarji
Three-year term expires June 30, 2019

Troy Taylor
Three-year term expires June 30, 2019

APPOINTED OFFICIALS

Donna Carpenter, President/CEO CCVB

John Mills, Executive Vice President - Finance Director

Cabarrus County Tourism Authority
d/b/a Cabarrus County Convention and Visitors Bureau

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POTTER & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Cabarrus County Tourism Authority
d/b/a Cabarrus County Convention and Visitors Bureau
Concord, North Carolina

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the major fund of **Cabarrus County Tourism Authority d/b/a Cabarrus County Convention and Visitors Bureau**, as of and for the year ended June 30, 2018, which collectively comprise the Bureau's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based up on our audit, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, and the major fund for the **Cabarrus County Tourism Authority d/b/a/ Cabarrus County Convention and Visitors Bureau** as of June 30, 2018, and the respective changes in financial position, and where applicable, cash flows thereof and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, on pages 5 through 10, and the Local Government Employees' Retirement System Schedules of the Bureau's Proportionate Share of Net Pension Liability and Bureau Contributions, on pages 31 through 32, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted principally of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Potter + Company, P.A.

Potter & Company, P.A.
Concord, North Carolina
September 26, 2018

BASIC FINANCIAL STATEMENTS

*CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
MANAGEMENT'S DISCUSSION AND ANALYSIS
June 30, 2018*

As management of the Cabarrus County Tourism Authority d/b/a/ Cabarrus County Convention and Visitors Bureau (the "Bureau"), we offer readers of the Bureau's financial statements this narrative overview and analysis of the financial activities of the Bureau for the fiscal year ended June 30, 2018. We encourage readers to read the information presented here in conjunction with additional information that we have furnished in the Bureau's financial statements and notes, which follow this narrative.

Financial Highlights

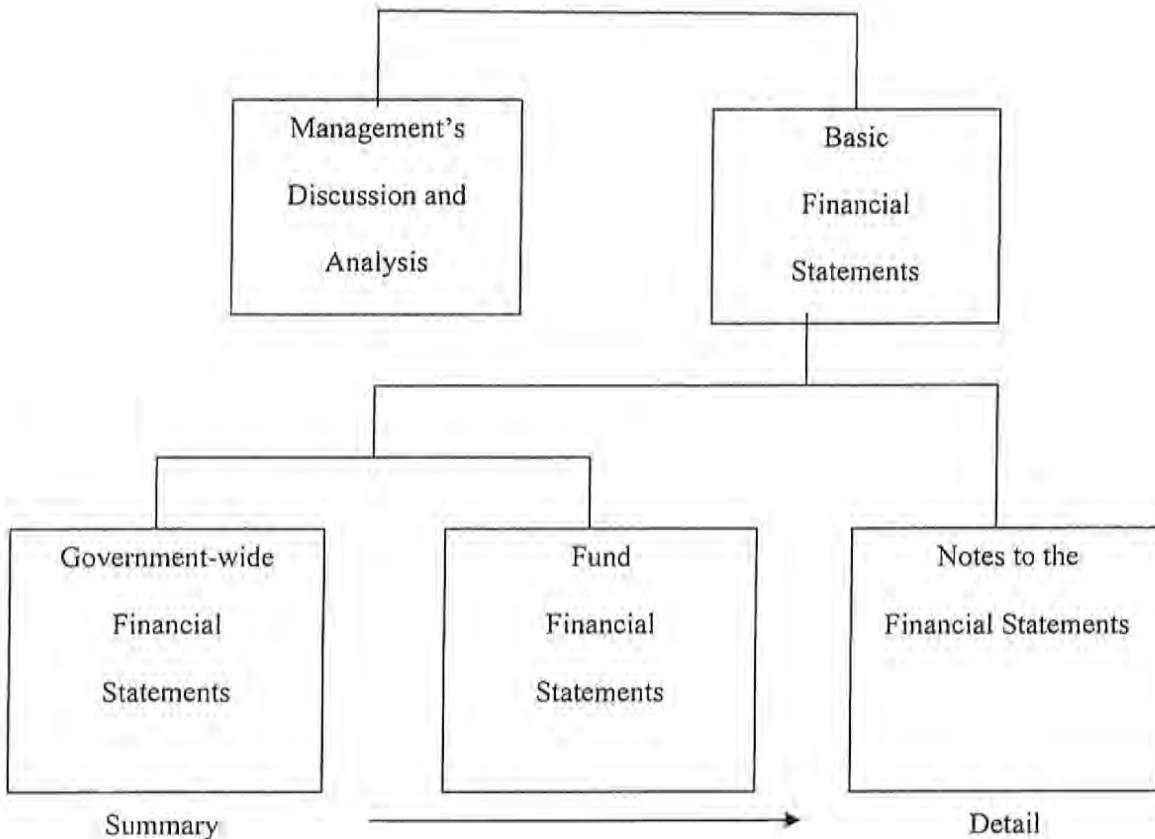
- The assets and deferred outflows of resources of the Bureau exceed the liabilities and deferred inflows of resources at the close of the fiscal year by \$3,477,792 (Net Position).
- The Bureau's total Net Position decreased by \$221,395 due primarily to funding of destination management projects including County wayfinding system.
- The Bureau's total fund balance of \$3,493,913 at the end of the year is made of committed Tourism Capital Reserves fund of \$1,672,146, committed Sports Development of \$77,391, and unassigned of \$1,744,376.
- The Bureau's revenues increased 2.7%, or \$149,313 from the prior fiscal year mainly from increases in Occupancy Tax revenues. Expenses increased by 10%, or \$531,489 primarily due to county wayfinding project.

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
MANAGEMENT'S DISCUSSION AND ANALYSIS
June 30, 2018

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the Bureau's basic financial statements. The Bureau's basic financial statements consist of three components, 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. The Bureau is considered a special purpose government rather than a general government. In addition, the Bureau engages only in governmental activities and operates only one program.

Required Components of Annual Financial Reports



CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
MANAGEMENT'S DISCUSSION AND ANALYSIS
June 30, 2018

Basic Financial Statements

The first two statements (Exhibits 1 and 2) in the basic financial statements are the Government-wide Financial Statements. They provide both short and long-term information about the Bureau's financial status.

The next statements (Exhibits 3, 4 and 5) are Fund Financial Statements. These statements provide more detail than the government-wide statements.

The next section of the basic financial statements is the notes. The notes to the financial statements explain in detail some of the data contained in those statements.

Government-wide Financial Statements

The government-wide financial statements are designed to provide the reader with a broad overview of the Bureau's finances, similar in format to a financial statement of a private-sector business. The government-wide statements provide short and long-term information about the Bureau's financial status as a whole.

The two government-wide statements report the Bureau's Net Position and how they have changed. Net Position is the difference between the Bureau's total assets and total liabilities. Measuring Net Position is one way to gauge the Bureau's financial condition.

The government-wide statements are comprised of a single category - governmental activities. The government-wide financial statements are on Exhibits 1 and 2 of this report.

Fund Financial Statements

The fund financial statements provide a more detailed look at the Bureau's most significant activities. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Bureau, like all governmental entities in North Carolina, uses fund accounting to ensure and reflect compliance (or non-compliance) with finance-related legal requirements, such as the General Statutes or the Bureau's budget ordinance. All of the funds of the Bureau belong in one category, governmental funds.

Governmental Funds-Governmental funds are used to account for those functions reported as governmental activities in the government-wide financial statements. The Bureau's activities are accounted for in governmental funds. These funds focus on how assets can readily be converted into cash flow in and out, and what monies are left at year-end that will be available for spending in the next year. Governmental funds are reported using the current financial resources focus and the modified accrual basis of accounting. As a result, the governmental fund financial statements give the reader a detailed short-term view that helps to determine if there are more or less financial resources available to finance the Bureau's programs.

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
MANAGEMENT'S DISCUSSION AND ANALYSIS
June 30, 2018

The Bureau adopts an annual budget for its General Fund, as required by the General Statutes. The budget is a legally adopted document. The budget authorizes the Bureau to obtain funds from identified sources to finance current period activities. The budgetary statement provided for the General Fund demonstrates how well the Bureau complied with the budget ordinance.

Notes to the Financial Statements – The notes provide additional information that is essential to fully understanding data provided in the government-wide and fund financial statements.

Government-Wide Financial Analysis

The Governmental Accounting Standards Board (GASB) Statement 34 dictated the changes you see in the Bureau's financial reports, as well as in those of many other units of government.

Net Position
Figure 1

	2018	2017
Current and Other Assets	\$ 3,552,148	\$ 3,718,952
Capital Assets	\$ 136,458	\$ 197,801
Total Assets	<u>\$ 3,688,606</u>	<u>\$ 3,916,753</u>
Deferred outflows of resources	<u>\$ 206,371</u>	<u>\$ 363,072</u>
Net Pension Liability	\$ 275,143	\$ 435,078
Other Liabilities	\$ 113,110	\$ 126,456
Total Liabilities	<u>\$ 388,253</u>	<u>\$ 561,534</u>
Deferred inflows of resources	<u>\$ 28,932</u>	<u>\$ 19,104</u>
Net Assets		
Net investment in capital assets	\$ 136,458	\$ 197,801
Restricted for Sports Development	\$ 77,391	\$ 101,391
Restricted for Tourism Development	\$ 1,672,146	\$ 1,372,146
Unrestricted	<u>\$ 1,591,797</u>	<u>\$ 2,027,849</u>
Net Position	<u>\$ 3,477,792</u>	<u>\$ 3,699,187</u>

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
MANAGEMENT'S DISCUSSION AND ANALYSIS
June 30, 2018

As noted earlier, Net Position may serve over time as one useful indicator of a government's financial condition. The assets of the Bureau exceeded liabilities by \$3,477,792 as of June 30, 2018. The Bureau's Net Position decreased by \$221,395 for the fiscal year ended June 30, 2018.

Changes in Net Position
Figure 2

	Governmental Activities	
	June 30,	
	2018	2017
Revenues		
General Revenues		
Occupancy Tax	\$ 5,681,812	\$ 5,517,951
Advertising Fees	\$ 37,004	\$ 38,335
Other Income	\$ 13,879	\$ 27,137
Earned Interest	\$ 3,549	\$ 3,508
Total Revenues	\$ 5,736,244	\$ 5,586,931
Expenses		
Economic and Physical Development	\$ 5,957,639	\$ 5,426,150
Total Expenses	\$ 5,957,639	\$ 5,426,150
Increase (Decrease) in Net Assets	\$ (221,395)	\$ 160,781
Net Position - Beginning	\$ 3,699,187	\$ 3,538,406
Net Position - Ending	<u>\$ 3,477,792</u>	<u>\$ 3,699,187</u>

Financial Analysis of the Bureau's Funds

As noted earlier, the Bureau uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds-The focus of the Bureau's governmental funds is to provide information on near-term inflows, outflows, and balances of usable resources. Such information is useful in assessing the Bureau's financing requirements. Specifically, unassigned fund balance can be a useful measure of a government's net resources available for spending at the end of the fiscal year.

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
MANAGEMENT'S DISCUSSION AND ANALYSIS
June 30, 2018

The General Fund is the operating fund of the Bureau. At the end of the fiscal year, unassigned fund balance of the General Fund was \$1,744,376. The committed portion of the General Fund that relates to Sports Development at the end of fiscal year was \$77,391. The Tourism Capital Reserve fund is to fund capital projects, sales and marketing, and tourism development of the Bureau. At the end of the fiscal year, committed fund balance of the Tourism Capital Reserve Fund was \$1,672,146.

Economic Factors and Next Year's Budgets

The following key economic indicators reflect the growth and prosperity of the travel industry in Cabarrus County.

- Room Demand. Cabarrus County continues to set room demand records. In calendar 2017 hotel Occupancy was 65.0%. Two new hotels opened in 2017. Room Demand for the first half of calendar year 2018 is 10% over the same period in 2017.
- Average Daily Rate. In calendar 2017 Average Daily Rate was \$103.70 which was flat to the record year in 2016.
- Visitor mix. The strength of Cabarrus County's room demand lies in its ability to have a diverse visitor mix of leisure travelers, corporate travel, and group travel. Each segment represents about 1/3 of the total visitation. Cabarrus County is conveniently located along I-85 and its access to Charlotte makes it attractive to corporate travel.

Budget Highlights for the Fiscal Year Ending June 30, 2019

Occupancy Taxes are expected to increase to \$5,704,459. This increase is due to an analysis of hotel Occupancy and Average Daily Rates. Room Demand is expected to increase by 2% as new Economic Development Projects get developed in the County generating more corporate stays. Over the last 2 calendar years 2016-2017 hotel revenue has increased by 10.0% and 1.2% respectively.

The Bureau is entering its third year with marketing agency EMA, Eric Mower and Associates. Marketing has budgeted \$1,200,000 to work with this new agency to increase overall awareness and expansion of the brand. In FY2018 Digital Marketing efforts generated 78 million impressions of the destination. These impressions are expected to increase in FY2019. Group room lead production for meetings and events is expected to rise to 5.9%. Capital Outlay expenses are not budgeted and any fixed assets to be purchased will be voted on and approved by the full Board to be appropriated through Tourism Capital Reserves.

Requests for Information

This report is designed to provide an overview of the Bureau's finances for those with an interest in this area. Questions concerning any of the information found in this report or requests for additional information should be directed to the Finance Director, Cabarrus County Convention and Visitors Bureau, 10099 Weddington Rd Ste 102, Concord, NC 28027.

BASIC FINANCIAL STATEMENTS

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a Cabarrus County Convention and Visitors Bureau
STATEMENT OF NET POSITION
June 30, 2018

Exhibit 1

	Governmental Activities
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 3,067,237
Due from County	472,214
Accounts receivable - other	12,697
Total Current Assets	3,552,148
Capital Assets:	
Computer equipment	73,961
Vehicles	78,709
Leasehold improvements	205,790
Office equipment	75,345
Other fixed assets	7,935
	441,740
Less Accumulated Depreciation	(305,282)
Total Capital Assets, net	136,458
Total Assets	3,688,606
DEFERRED OUTFLOWS OF RESOURCES	206,371
LIABILITIES	
Current Liabilities:	
Accounts payable	35,399
Accrued liabilities	77,711
Total Current Liabilities	113,110
Long-term liabilities:	
Net pension liability	275,143
Total Liabilities	388,253
DEFERRED INFLOWS OF RESOURCES	28,932
NET POSITION	
Net investment in Capital Assets	136,458
Restricted for:	
Sports Development	77,391
Tourism Capital Reserves	1,672,146
Unrestricted	1,591,797
Total Net Position	\$ 3,477,792

The accompanying notes are an integral part of this statement.

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a Cabarrus County Convention and Visitors Bureau
STATEMENT OF ACTIVITIES
Year Ended June 30, 2018

Exhibit 2

Functions/Programs	Expenses	Program Revenues		Net (Expense) Revenues and Changes in Net Position
		Program Fees	Operating Grants and Contributions	
Economic and physical development	\$ 5,957,639	11,433	5,681,812	\$ (264,394)
Total	\$ 5,957,639	\$ 11,433	\$ 5,681,812	(264,394)
	General revenues:			
				37,004
				2,446
				3,549
Change in net position				(221,395)
Net Position - beginning				3,699,187
Net Position - ending				\$ 3,477,792

The accompanying notes are an integral part of this statement.

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a/ Cabarrus County Convention and Visitors Bureau
BALANCE SHEET - GOVERNMENTAL FUND
June 30, 2018

Exhibit 3

	Major Fund	Total Governmental Funds
	General Fund	
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 3,067,237	\$ 3,067,237
Due from County	472,214	472,214
Accounts receivable - other	12,697	12,697
Total Current Assets	3,552,148	3,552,148
Total Assets	\$ 3,552,148	\$ 3,552,148
LIABILITIES AND FUND BALANCE		
Current Liabilities:		
Accounts payable	\$ 35,399	\$ 35,399
Accrued liabilities	22,836	22,836
Total Current Liabilities	58,235	58,235
Total Liabilities	58,235	58,235
Fund Balance:		
Committed For:		
Sports Development	77,391	77,391
Tourism Capital Reserves	1,672,146	1,672,146
Unassigned	1,744,376	1,744,376
Total Fund Balance	3,493,913	3,493,913
Total Liabilities and Fund Balance	\$ 3,552,148	\$ 3,552,148
Amounts reported for governmental activities in the statement of net position are different because:		
Ending fund balance - governmental funds		\$ 3,493,913
Capital assets are not capitalized and are expensed in the funds.		136,458
Deferred outflows of resources related to pensions		206,371
Net pension liability		(275,143)
Deferred inflows of resources related to pensions		(28,932)
Liabilities for compensated absences are not reported in the funds.		(54,874)
Net position of the governmental activities		\$ 3,477,792

The accompanying notes are an integral part of this statement.

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a Cabarrus County Convention and Visitors Bureau
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
For the Year Ended June 30, 2018

Exhibit 4

	<u>Major Fund</u>	<u>Total</u>
	<u>General Fund</u>	<u>Governmental</u>
		<u>Funds</u>
Revenues:		
Occupancy tax revenue	\$ 5,681,812	\$ 5,681,812
Advertising fees	37,004	37,004
Items for resale	11,433	11,433
Miscellaneous revenues	2,446	2,446
Interest on investments	3,549	3,549
	<u>5,736,244</u>	<u>5,736,244</u>
Total revenues		
Expenditures:		
Current:		
Economic and physical development	5,886,283	5,886,283
	<u>(150,039)</u>	<u>(150,039)</u>
Revenues over (under) expenditures		
Other Financing Sources (Uses)		
Transfer from (to) other funds	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>
Fund balance, beginning of year	3,643,952	3,643,952
Fund balance, end of year	<u>\$ 3,493,913</u>	<u>\$ 3,493,913</u>

The accompanying notes are an integral part of this statement.

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a Cabarrus County Convention and Visitors Bureau
RECONCILIATION OF THE STATEMENT OF ACTIVITIES TO THE
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
GOVERNMENTAL FUND
For the Year Ended June 30, 2018

Amounts reported for governmental activities in the statement of activities are different because:

Net changes in fund balances - total governmental funds	\$(150,039)
Governmental funds report capital outlay as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation exceeded capital outlay in the current period.	(33,725)
Loss on disposal of capital asset	(27,618)
Contributions to the pension plan in the current fiscal year are not included on the Statement of Activities	81,980
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	
Pension expense	(88,574)
Compensated absences	(3,419)
Total changes in net position of governmental activities	<u><u>\$ (221,395)</u></u>

The accompanying notes are an integral part of this statement.

CABARRUS COUNTY TOURISM AUTHORITY

Exhibit 6

d/b/a Cabarrus County Convention and Visitors Bureau

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL - GENERAL FUND**

For the Year Ended June 30, 2018

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variances Positive (Negative)</u>
Revenues:				
Occupancy Tax	\$ 5,652,014	\$ 5,652,014	\$ 5,681,812	\$ 29,798
Advertising revenues	25,000	25,000	37,004	12,004
Items for resale	7,300	7,300	11,433	4,133
Miscellaneous revenue	10,000	10,000	2,446	(7,554)
Interest on investments	3,300	3,300	3,549	249
Fund balance appropriated	-	672,880	-	(672,880)
Total revenues	<u>5,697,614</u>	<u>6,370,494</u>	<u>5,736,244</u>	<u>(634,250)</u>
Expenditures:				
Economic and physical development:				
Salaries and employee benefits	1,574,173	1,581,673	1,453,430	128,243
Administration	662,081	662,081	632,136	29,945
Advertising	1,318,359	1,318,359	1,299,994	18,365
Events	163,000	188,000	183,891	4,109
Agreements	1,013,140	1,153,140	1,065,809	87,331
Sales and Marketing	966,861	1,467,241	1,251,023	216,218
Total expenditures	<u>5,697,614</u>	<u>6,370,494</u>	<u>5,886,283</u>	<u>484,211</u>
Revenues over (under) expenditures	-	-	(150,039)	(150,039)
Other Financing Sources (Uses)				
Transfer from (to) other funds	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Expenditures and other uses over revenues and other sources	<u>\$ -</u>	<u>\$ -</u>	(150,039)	<u>\$ (150,039)</u>
Fund balance, beginning of year - as restated			<u>3,643,952</u>	
Fund balance, end of year			<u>\$ 3,493,913</u>	

The accompanying notes are an integral part of this statement.

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
NOTES TO THE FINANCIAL STATEMENT
For the year ended June 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Cabarrus County Tourism Authority d/b/a/ Cabarrus County Convention and Visitors Bureau conform to generally accepted accounting principles as applicable to government entities. The following is a summary of the more significant accounting policies:

A. Reporting Entity

The Cabarrus County Tourism Authority d/b/a Cabarrus County Convention and Visitors Bureau (the "Bureau") was chartered as the Tourism Development Authority for Cabarrus County by S.L. 1998-112/House Bill 1568 of the 1998 session laws of the North Carolina General Assembly, effective August 20, 1998. The purpose of the Bureau is to promote travel and tourism in Cabarrus County. The Bureau's Board is composed of 12 members. The Cabarrus County Commissioners appoint 3 members to the Bureau's Board. The Cabarrus Regional Chamber of Commerce appoints 3 members to the Bureau's Board. The Bureau appoints the final 6 members to the Board. The budget of the Bureau is approved by the Board of the Bureau, and the Cabarrus County Commissioners concur with the budget. The Bureau is funded through the local hotel occupancy tax.

B. Basis of Presentation

Government-Wide Statements: The statement of net position and the statement of activities display information about the governmental entity. These statements include the financial activities of the overall governmental entity.

The statement of activities presents a comparison between direct expenses and program revenues for each function of the Bureau's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Indirect expense allocations that have been made in the funds have been reversed for the statement of activities. Program revenues include fees and charges paid by the recipients of goods or services offered by the programs. Revenues that are not classified as program revenues are presented as general revenues.

Fund Financial Statements: The fund financial statements provide information about the Bureau's funds. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column.

The Bureau has the following major governmental fund:

General Fund – The General Fund is the general operating fund of the Bureau. Additionally, the Bureau has legally adopted a Tourism Capital Reserve Fund. Under GASB 54 guidance the Tourism Capital Reserve Fund is consolidated with the General Fund. The budgetary comparison for the Tourism Capital Reserve Fund has been consolidated with the General Fund.

-Continued-

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

C. Measurement Focus and Basis of Accounting

Government-Wide Financial Statements. The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

Governmental Fund Financial Statements. Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Expenditures are recorded when the related fund liability is incurred.

The Bureau recognizes assets of nonexchange transactions in the period when the underlying transaction occurs, when an enforceable legal claim has arisen, or when all eligibility requirements are met. Revenues are recognized on the modified accrual basis of accounting when they are measurable and available. Nonexchange transactions occur when a government provides (or receives) value to (or from) another party without receiving (or giving) equal or nearly equal value in return. The Bureau considers all revenues available if they are collected within 60 days after year end.

The Bureau has implemented Governmental Accounting Standards Board GASB Statement Number 34, *Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments*, and related standards. These new standards provide for significant changes in terminology and presentation and for the inclusion of Management’s Discussion and Analysis as required supplementary information.

D. Budgetary Data

Budget

Budgets are adopted as required by North Carolina General Statutes. An annual budget ordinance is adopted for the General Fund. All annual appropriations lapse at fiscal year end. The budget is prepared using the modified accrual basis of accounting. Expenditures may not legally exceed appropriations at the departmental level for all annually budgeted funds. Any revisions that alter total expenditures of any fund must be approved by the governing board. During the year, several amendments to the original budget were necessary. The budget ordinance must be adopted by July 1 of the fiscal year or the governing board must adopt an interim budget that covers that time until the annual ordinance can be adopted.

E. Assets, Liabilities and Fund Equity

1. Deposits and Investments

All deposits of the Bureau are made in Board-designated official depositories and are secured as required by G.S. 159-31. The Bureau may designate as an official depository any bank or savings association whose principal office is located in North

-Continued-

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

Assets, Liabilities and Fund Equity (cont'd)

Carolina. Also, the Bureau may establish time deposit accounts such as money market accounts, and certificates of deposit.

2. Cash and Cash Equivalents

All bank deposits are essentially demand deposits and are considered cash and cash equivalents.

3. Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. No provision for bad debt is included in these financial statements because the Bureau considers all accounts receivable to be collectible at June 30, 2018.

4. Capital Assets

All acquisitions of capital assets and all expenditures for repairs, maintenance, renewals and betterments that materially prolong the useful lives of assets are capitalized. Maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently. Capital assets are carried at cost. Donations of capital assets are recorded as support at their estimated fair value as established by the donor. Depreciation is computed using the straight-line method as follows:

Computer Equipment	5 years
Vehicles	5 years
Leasehold Improvements	15 years
Office Equipment	5 years
Other fixed assets	5 years

5. Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *Deferred Outflows of Resources*, represents a consumption of net position that applies to a future period and so will not be recognized as an expense or expenditure until then. The Bureau has one item that meets this criterion, contributions made to the pension plan in the 2018 fiscal year. In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *Deferred Inflows of Resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as revenue until then. The Bureau has one item

*CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2018*

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(cont'd)*

Assets, Liabilities and Fund Equity (cont'd)

that meets the criterion for this category –deferrals of pension expense that result from the implementation of GASB Statement 68.

6. Compensated Absences

The paid time off (PTO) policy of the Bureau provides for the accumulation of up to 240 hours earned leave with such leave being fully vested when earned. For the Bureau's government-wide fund, an expense and a liability for compensated absences and the salary-related payments are recorded as the leave is earned. The Bureau has assumed a last-in, first-out method of using accumulated compensation time. The portion of that time that is estimated to be used in the next fiscal year has been designated as a current liability in the government-wide financial statements.

7. Net Position/Fund Balances

Net Position

Net position in the government-wide financial statements is classified as net investments in capital assets, restricted and unrestricted. Restricted net position represent constraints on resources that are either externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments or imposed by law through state statute.

Fund Balances

In the governmental fund financial statements, fund balance is composed of five classifications designed to disclose the hierarchy of constraints placed on how fund balance can be spent.

The governmental fund type classifies fund balances as follows:

Non-spendable Fund Balance – This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that are restricted to specific purposes externally imposed by creditors or imposed by law.

Committed Fund Balance – Portion of fund balance that can only be used for specific purposes imposed by majority vote by quorum of the Bureau's governing body (highest level of decision-making authority). Any changes or removal of specific purpose requires majority action by the governing body.

Assigned Fund Balance – Portion of fund balance that the Bureau intends to use for specific purposes.

-Continued-

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

Assets, Liabilities and Fund Equity (cont'd)

Unassigned Fund Balance – Portion of fund balance that has not been restricted, committed, or assigned to specific purposes or other funds.

8. Pensions

For purposes of measuring the net pension asset, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Local Governmental Employees' Retirement System (LGERS) and additions to/deductions from LGERS' fiduciary net position have been determined on the same basis as they are reported by LGERS. For this purpose, plan member contributions are recognized in the period in which the contributions are due. The Bureau's employer contributions are recognized when due and the Authority has a legal requirement to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of LGERS. Investments are reported at fair value.

Income Tax Status

Cabarrus County Tourism Authority is recognized as a Bureau exempt from federal income tax and not subject to private foundation status under Section 501(c)(6) of the Internal Revenue Code.

The Authority has adopted ASC 740-10, effective for audit years ending after December 15, 2009, as it relates to uncertain tax positions for the years ended June 30, 2018 and has evaluated its tax positions for all open tax years. The Bureau is not currently under audit nor has the Bureau been contacted by the Internal Revenue Service.

Based on the evaluation of the Bureau's tax positions, management believes all positions taken would be upheld under an examination. Therefore, no provision for the effects of uncertain tax positions have been recorded for the year ended June 30, 2018.

F. Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and reported revenues and expenses. Actual results could differ from those estimates.

G. Subsequent Events

Management has evaluated subsequent events through September 26, 2018, the date the financial statements were available to be issued.

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2018

NOTE 2 - DETAIL NOTES ON ALL FUNDS AND ACCOUNT GROUPS

A. Deposits

All the deposits of the Bureau are either insured or collateralized. All deposits that exceed the Federal Depository Insurance coverage level are collateralized with securities held by the Bureau's agents in these units' names.

At June 30, 2018, the Bureau's deposits had a carrying amount of \$3,067,237, and a bank balance of \$3,214,643. Of the bank balance, \$250,000 was covered by federal depository insurance for each of the two banks, and \$2,714,643 was covered by collateral.

B. Due from County

Due from County consisted primarily of the occupancy tax payment of \$472,214 that was due from Cabarrus County at June 30, 2018.

C. Capital Assets

The following is a summary of changes in capital assets during the fiscal year:

	Balance July 1, 2017	Increases	Decreases	Balance June 30, 2018
Capital assets being depreciated:				
Computer equipment	\$ 73,961	\$ -	\$ -	\$ 73,961
Vehicles	121,199	-	42,490	78,709
Leasehold improvements	205,790	-	-	205,790
Office equipment	75,345	-	-	75,345
Other fixed assets	7,935	-	-	7,935
Total capital assets being depreciated	<u>484,230</u>	<u>-</u>	<u>42,490</u>	<u>441,740</u>
Less accumulated depreciation for:				
Computer equipment	69,910	2,563	-	72,473
Vehicles	72,414	11,645	14,872	69,187
Leasehold improvements	69,188	13,719	-	82,907
Office equipment	70,156	4,210	-	74,366
Other fixed assets	4,761	1,588	-	6,349
Total accumulated depreciated	<u>286,429</u>	<u>33,725</u>	<u>14,872</u>	<u>305,282</u>
Total capital assets being depreciated, net	<u>\$ 197,801</u>			<u>\$ 136,458</u>

-Continued-

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2018

NOTE 2 - DETAIL NOTE ON ALL FUNDS AND ACCOUNT GROUPS (cont'd)

D. Liabilities

Risk Management

The Bureau is exposed to various risks of loss related to torts, theft of assets, errors and omissions, and natural disasters. The Finance Director of the Bureau is bonded by a public official's bond in the amount of \$50,000.

The Bureau's insurance policy is administered by Trey Siner Insurance Group. Through this policy, the Bureau has workers' compensation coverage up to statutory limits and employers' liability coverage up to \$1,000,000. The Bureau also participates in an insurance policy for General Liability coverage up to \$1,000,000 and Directors and Officers liability coverage up to \$1,000,000.

The Bureau has not acquired flood insurance.

Changes in Long-Term Liabilities as follows:

Governmental activities:	Balance July 1, 2017	Increases	Decreases	Balance June 30, 2018	Current Portion of Balance
Compensated absences	\$51,455	\$3,419	\$ -	\$54,874	\$54,874
Governmental activities long-term liabilities	\$51,455	\$3,419	\$ -	\$54,874	\$54,874

E. Occupancy Taxes

Cabarrus County, in accordance with state law (S.L. 1999-112), transfers the proceeds of a room occupancy tax gross receipts derived from the rental of any room, lodging, or accommodation furnished by a hotel, motel, inn, tourist camp, or similar place within the County that is subject to sales tax imposed by the state under G.S. 105-164.4(a)(3). This tax is in addition to any state or local sales tax. This tax does not apply to accommodations furnished by nonprofit, charitable, educational, or religious Bureaus. The occupancy tax transferred from Cabarrus County represents 99% of total revenues and other financing sources of the Bureau.

NOTE 3 - RELATED PARTY TRANSACTIONS

A board member, Troy Taylor, is employed with Jim N Nicks. The Bureau paid Jim N Nicks \$5,052 during the year ended June 30, 2018, for catering events throughout the year.

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2018

NOTE 3 - RELATED PARTY TRANSACTIONS (cont'd)

A board member, Tim Hagler, is Vice President of Community Relations for Charlotte Motor Speedway. The Bureau paid Charlotte Motor Speedway \$503,490 during the year ended June 30, 2018, under a marketing agreement and event sponsorship.

A board member, Emily Zimmerman, is Marketing Director of Concord Mills. The Bureau paid Concord Mills \$15,000 during the year ended June 30, 2018, under a marketing agreement.

A board member, Jennifer Parsley, is the owner of Adventures in Motorsports. The Bureau paid Adventures in Motorsports \$1,500 during the year ended June 30, 2018, for assistance with destination tours.

A board member, Steve Stienbacher, is the owner of Cabarrus Brewing Company. The Bureau paid Cabarrus Brewing Company \$300 during the year ended June 30, 2018, for catering events throughout the year.

NOTE 4- RETIREMENT PLAN

A. Local Governmental Employees' Retirement System

Plan Description. The Bureau is a participating employer in the statewide Local Governmental Employees' Retirement System (LGERS), a cost-sharing multiple-employer defined benefit pension plan administered by the State of North Carolina. LGERS membership is comprised of general employees and local law enforcement officers (LEOs) of participating local governmental entities. Article 3 of G.S. Chapter 128 assigns the authority to establish and amend benefit provisions to the North Carolina General Assembly. Management of the plan is vested in the LGERS Board of Trustees, which consists of 13 members – nine appointed by the Governor, one appointed by the state Senate, one appointed by the state House of Representatives, and the State Treasurer and State Superintendent, who serve as ex-officio members. The Local Governmental Employees' Retirement System is included in the Comprehensive Annual Financial Report (CAFR) for the State of North Carolina. The State's CAFR includes financial statements and required supplementary information for LGERS. That report may be obtained by writing to the Office of the State Controller, 1410 Mail Service Center, Raleigh, North Carolina 27699-1410, by calling (919) 981-5454, or at www.osc.nc.gov.

Benefits Provided. LGERS provides retirement and survivor benefits. Retirement benefits are determined as 1.85% of the member's average final compensation times the member's years of creditable service. A member's average final compensation is calculated as the average of a member's four highest consecutive years of compensation. Plan members are eligible to retire with full retirement benefits at age 65 with five years of creditable service, at age 60 with 25 years of creditable service, or at any age with 30 years of creditable service. Plan members are eligible to retire with partial retirement benefits at age 50 with 20 years of creditable service or at age 60 with five years of creditable service (age 55 for firefighters). Survivor benefits are available to eligible beneficiaries of members who die while in active service or within 180 days of their last day of service and

-Continued-

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2018

NOTE 4- RETIREMENT PLAN (cont'd)

who have either completed 20 years of creditable service regardless of age (15 years of creditable service for firefighters and rescue squad members who are killed in the line of duty) or have completed five years of service and have reached age 60.

Eligible beneficiaries may elect to receive a monthly Survivor's Alternate Benefit for life or a return of the member's contributions. The plan does not provide for automatic post-retirement benefit increases. Increases are contingent upon actuarial gains of the plan.

LGERS plan members who are LEOs are eligible to retire with full retirement benefits at age 55 with five years of creditable service as an officer, or at any age with 30 years of creditable service. LEO plan members are eligible to retire with partial retirement benefits at age 50 with 15 years of creditable service as an officer. Survivor benefits are available to eligible beneficiaries of LEO members who die while in active service or within 180 days of their last day of service and who also have either completed 20 years of creditable service regardless of age, or have completed 15 years of service as a LEO and have reached age 50, or have completed five years of creditable service as a LEO and have reached age 55, or have completed 15 years of creditable service as a LEO if killed in the line of duty. Eligible beneficiaries may elect to receive a monthly Survivor's Alternate Benefit for life or a return of the member's contributions.

Contributions. Contribution provisions are established by General Statute 128-30 and may be amended only by the North Carolina General Assembly. Bureau employees are required to contribute 6% of their compensation. Employer contributions are actuarially determined and set annually by the LGERS Board of Trustees. The Bureau's contractually required contribution rate for the year ended June 30, 2018, was 8.17% and for June 30, 2017 was 7.74% of compensation, actuarially determined as an amount that, when combined with employee contributions, is expected to finance the costs of benefits earned by employees during the year. Contributions to the pension plan from the Bureau were \$81,980 for the year ended June 30, 2018.

Refunds of Contributions – Bureau employees who have terminated service as a contributing member of LGERS, may file an application for a refund of their contributions. By state law, refunds to members with at least five years of service include 4% interest. State law requires a 60 day waiting period after service termination before the refund may be paid. The acceptance of a refund payment cancels the individual's right to employer contributions or any other benefit provided by LGERS.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2018, the Bureau reported a liability of \$275,143 for their proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2017. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2016. The total pension liability was then rolled forward to the measurement date of June 30, 2017 utilizing update procedures incorporating the actuarial assumptions. The Bureau's proportion of the net pension

-Continued-

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2018

NOTE 4- RETIREMENT PLAN (cont'd)

liability was based on a projection of the Bureau's long-term share of future payroll covered by the pension plan, relative to the projected future payroll covered by the pension plan of all participating LGERS employers, actuarially determined. At June 30, 2017, the Bureau's proportion was 0.01801%, which was a decrease of .00249% from their proportion measured as of June 30, 2016.

For the year ended June 30, 2018, the Bureau recognized pension expense of \$88,574. At June 30, 2018, the Bureau reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 15,850	\$ 7,788
Changes of assumptions	39,294	-
Net difference between projected and actual earnings on pension plan investments	66,805	-
Changes in proportion and differences between Bureau contributions and proportionate share of contributions	2,442	21,144
Bureau contributions subsequent to the Measurement date	81,980	-
Total	<u>\$ 206,371</u>	<u>\$ 28,932</u>

\$81,980 reported as deferred outflows of resources related to pensions resulting from Bureau contributions subsequent to the measurement date will be recognized as a decrease of the net pension liability in the year ending June 30, 2019. Other amounts reported as deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30:	
2019	\$ 10,931
2020	74,095
2021	35,602
2022	(25,168)
2023	-
Thereafter	-

Actuarial Assumptions. The total pension liability in the December 31, 2016 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.0 percent
Salary increases including inflation and productivity factor	3.50 to 7.75 percent
Investment rate of return, net of pension plan investment expense, including inflation	7.20 percent

-Continued-

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2018

NOTE 4- RETIREMENT PLAN (cont'd)

The plan currently uses mortality tables that vary by age, gender, employee group (i.e. general, law enforcement officer) and health status (i.e. disabled and healthy). The current mortality rates are based on published tables and based on studies that cover significant portions of the U.S. population. The healthy mortality rates also contain a provision to reflect future mortality improvements.

The actuarial assumptions used in the December 31, 2016 valuation were based on the results of an actuarial experience study for the period January 1, 2010 through December 31, 2014.

Future ad hoc COLA amounts are not considered to be substantively automatic and are therefore not included in the measurement.

The projected long-term investment returns and inflation assumptions are developed through review of current and historical capital markets data, sell-side investment research, consultant whitepapers, and historical performance of investment strategies. Fixed income return projections reflect current yields across the U.S. Treasury yield curve and market expectations of forward yields projected and interpolated for multiple tenors and over multiple year horizons. Global public equity return projections are established through analysis of the equity risk premium and the fixed income return projections. Other asset categories and strategies' return projections reflect the foregoing and historical data analysis. These projections are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class as of June 30, 2016 are summarized in the following table:

	Target Allocation	Long-term Expected Real Rate of Return
Fixed Income	29.0%	1.4%
Global Equity	42.0%	5.3%
Real Estate	8.0%	4.3%
Alternatives	8.0%	8.9%
Credit	7.0%	6.0%
Inflation Protection	6.0%	4.0%
	<u>100.0%</u>	

The information above is based on 30 year expectations developed with the consulting actuary for the 2016 asset liability and investment policy study for the North Carolina Retirement Systems, including LGERS. The long-term nominal rates of return underlying the real rates of return are arithmetic annualized figures. The real rates of return are calculated from nominal rates by multiplicatively subtracting a long-term inflation assumption of 3.05%. All rates of return and inflation are annualized.

-Continued-

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2018

NOTE 4- RETIREMENT PLAN (cont'd)

Discount rate. The discount rate used to measure the total pension liability was 7.20%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of the current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Bureau's proportionate share of the net pension liability to changes in the discount rate. The following presents the Bureau's proportionate share of the net pension liability calculated using the discount rate of 7.20 percent, as well as what the Bureau's proportionate share of the net pension asset or net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.20 percent) or one percentage point higher (8.20 percent) than the current rate:

	1% Decrease (6.20%)	Discount Rate (7.20%)	1% Increase (8.20%)
Bureau's proportionate share of the net pension liability (asset)	\$ 825,985	\$ 275,143	\$ (184,637)

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in the separately issued Comprehensive Annual Financial Report (CAFR) for the State of North Carolina.

A. NC401(k) Annuity Program

The Bureau also offers a NC401(k) tax deferred annuity program. Eligible employees can contribute to the plan from their salary. The Bureau currently contributes 5% of the employees' salary. The amount paid to the retirement program by the Bureau during the year ended June 30, 2018 was \$51,949.

NOTE 5 - LEASES

The Bureau leases its office space, computers, servers, a vehicle and a copier under operating leases. Lease expense for the year ended June 30, 2018 was \$168,965.

-Continued-

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a CABARRUS COUNTY CONVENTION AND VISITORS BUREAU
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2018

NOTE 5 - LEASES (cont'd)

Future minimum lease payments under the operating leases for office space and equipment as of June 30, 2018 are as follows:

<u>Years ending June 30,</u>		
2019	\$	164,939
2020		163,774
2021		162,560
2022		33,275
2023		5,520
Thereafter		<u>-</u>
	\$	<u>530,068</u>

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a Cabarrus County Convention And Visitors Bureau
SCHEDULE OF BUREAU CONTRIBUTIONS
LOCAL GOVERNMENT EMPLOYEES' RETIREMENT SYSTEM
For the Years ended June 30, 2018, 2017, 2016, 2015 and 2014

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required contribution	\$ 81,980	\$ 79,765	\$ 72,368	\$ 72,393	\$ 68,376
Contributions in relation to the contractually required contribution	<u>81,980</u>	<u>79,765</u>	<u>72,368</u>	<u>72,383</u>	<u>68,376</u>
Contribution deficiency (excess)	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>
Bureau's covered-employee payroll	\$ <u>1,003,427</u>	\$ <u>1,007,134</u>	\$ <u>985,940</u>	\$ <u>935,181</u>	\$ <u>883,411</u>
Contributions as a percentage of covered-employee payroll	8.17%	7.92%	7.34%	7.74%	7.74%

The accompanying notes are an integral part of this statement.

CABARRUS COUNTY TOURISM AUTHORITY
d/b/a Cabarrus County Convention And Visitors Bureau
SCHEDULES OF REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE BUREAU'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
LOCAL GOVERNMENT EMPLOYEES' RETIREMENT SYSTEM
For the Years ended June 30, 2018, 2017, 2016, 2015 and 2014

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Bureau's proportion of the net pension liability (asset)	0.0180%	0.0205%	0.0187%	0.0190%	0.0170%
Bureau's proportionate share of the net pension liability (asset)	\$ <u>275,143</u>	\$ <u>435,078</u>	\$ <u>83,700</u>	\$ <u>(111,934)</u>	\$ <u>204,915</u>
Bureau's covered-employee payroll	\$ <u>1,003,427</u>	\$ <u>1,007,134</u>	\$ <u>935,181</u>	\$ <u>935,181</u>	\$ <u>883,411</u>
Bureau's proportionate share of the net pension liability (asset) as a percentage of its covered- employee payroll	27.42%	43.20%	8.95%	-11.97%	23.20%
Plan fiduciary net position as a percentage of the total pension liability	94.18%	91.47%	98.09%	102.64%	94.35%

*The amounts presented for each fiscal year were determined as of the prior fiscal year ending June 30

The accompanying notes are an integral part of this statement.

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2017

Department of the Treasury
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.

Open to Public Inspection

Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2017 calendar year, or tax year beginning **JUL 1, 2017** and ending **JUN 30, 2018**

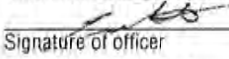
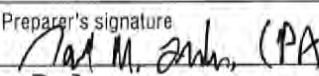
B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization CABARRUS COUNTY TOURISM AUTHORITY		D Employer identification number 26-2726341
	Doing business as CABARRUS COUNTY CONVENTION AND V		E Telephone number (800)848-3740
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	G Gross receipts \$ 5,736,244.
	10099 WEDDINGTON RD	102	
	City or town, state or province, country, and ZIP or foreign postal code CONCORD, NC 28027		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
F Name and address of principal officer: JOHN MILLS 10099 WEDDINGTON RD, CONCORD, NC 28027		H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)	
I Tax-exempt status: <input type="checkbox"/> 501(c)(3) <input checked="" type="checkbox"/> 501(c)(6) ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			H(c) Group exemption number ▶
J Website: ▶ WWW.CABARRUSCVB.COM			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		L Year of formation: 2008 M State of legal domicile: NC	

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: DRIVE VISITATION TO CABARRUS COUNTY TO GENERATE THE MAXIMUM IMPACT THROUGH HOTEL STAYS AND	
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	3	Number of voting members of the governing body (Part VI, line 1a) 3 12
	4	Number of independent voting members of the governing body (Part VI, line 1b) 4 12
	5	Total number of individuals employed in calendar year 2017 (Part V, line 2a) 5 26
	6	Total number of volunteers (estimate if necessary) 6 60
	7a	Total unrelated business revenue from Part VIII, column (C), line 12 7a 0.
	7b	Net unrelated business taxable income from Form 990-T, line 34 7b 0.
Revenue	8 Contributions and grants (Part VIII, line 1h) 0. 0.	
	9 Program service revenue (Part VIII, line 2g) 5,565,278. 5,730,249.	
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d) 3,508. 3,549.	
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) 18,145. 2,446.	
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) 5,586,931. 5,736,244.	
	Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3) 0. 0.
14 Benefits paid to or for members (Part IX, column (A), line 4) 0. 0.		
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) 1,416,228. 1,453,602.		
16a Professional fundraising fees (Part IX, column (A), line 11e) 0. 0.		
b Total fundraising expenses (Part IX, column (D), line 25) 0.		
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) 4,009,922. 4,504,037.		
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) 5,426,150. 5,957,639.		
19 Revenue less expenses. Subtract line 18 from line 12 160,781. -221,395.		
Net Assets or Fund Balances	20 Total assets (Part X, line 16) 4,279,825. 3,894,977.	
	21 Total liabilities (Part X, line 26) 580,638. 417,185.	
	22 Net assets or fund balances. Subtract line 21 from line 20 3,699,187. 3,477,792.	

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer 	Date 11/3/18			
	JOHN MILLS, EXECUTIVE VICE PRESIDENT Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name SAMUAL M. LEDER, CPA	Preparer's signature 	Date 11/8/18	Check if self-employed <input type="checkbox"/>	PTIN P00485633
	Firm's name ▶ POTTER & COMPANY, P.A.	Firm's EIN ▶ 56-1220683		Phone no. 704-786-8189	
Firm's address ▶ 434 COPPERFIELD BLVD NE STE A		CONCORD, NC 28025			

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:
DRIVE VISITATION TO CABARRUS COUNTY TO GENERATE THE MAXIMUM IMPACT THROUGH HOTEL STAYS AND VISITOR SPENDING.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [] Yes [X] No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [] Yes [X] No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 5,063,993. including grants of \$) (Revenue \$)
DRIVE VISITATION TO CABARRUS COUNTY TO GENERATE THE MAXIMUM IMPACT THROUGH HOTEL STAYS AND VISITOR SPENDING.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe in Schedule O.) (Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 5,063,993.

Part IV Checklist of Required Schedules

		Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>		X
2	Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ?		X
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4	Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c	Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	X	
e	Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?		X
b	Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17	Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>		X
18	Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		X
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X

Part IV Checklist of Required Schedules (continued)

		Yes	No
20a	Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		X
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If "Yes," complete Schedule L, Part II</i>		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		X
b	A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV</i>	X	
29	Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		X
34	Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19?	X	

Note. All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
1a	5		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		
1c			
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
2a	26		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
3b	If "Yes," has it filed a Form 990-T for this year? If "No," to line 3b, provide an explanation in Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country: See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		
7a			
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
7c			
d	If "Yes," indicate the number of Forms 8282 filed during the year		
7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
7e			
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
7f			
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
7g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
7h			
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
8			
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
9b			
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	14b	

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year 1a 12		
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.			
b	Enter the number of voting members included in line 1a, above, who are independent 1b 12		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? 2		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person? 3		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? 4		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets? 5		X
6	Did the organization have members or stockholders? 6		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? 7a		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? 7b		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body? 8a	X	
b	Each committee with authority to act on behalf of the governing body? 8b	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O 9		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates? 10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? 10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? 11a	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13 12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? 12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done 12c	X	
13	Did the organization have a written whistleblower policy? 13	X	
14	Did the organization have a written document retention and destruction policy? 14	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a	The organization's CEO, Executive Director, or top management official 15a	X	
b	Other officers or key employees of the organization 15b		X
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? 16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements? 16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ► NONE

18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain in Schedule O)

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records: ► JOHN MILLS - (704) 456-7962
10099 WEDDINGTON RD SUITE 102, CONCORD, NC 28027

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former** directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) PAMELA DUBOIS CHAIRMAN	1.00	X		X			0.	0.	0.	
(2) ANGIE BROWN TREASURER	1.00	X					0.	0.	0.	
(3) TIM HAGLER SECRETARY	1.00	X					0.	0.	0.	
(4) JENNIFER PARSLEY PAST CHARIMAN	1.00	X		X			0.	0.	0.	
(5) PAT HORTON BOARD MEMBER	1.00	X					0.	0.	0.	
(6) TAMMY TREXLER WHALEY BOARD MEMBER	1.00	X					0.	0.	0.	
(7) STEVE STEINBACHER BOARD MEMBER	1.00	X					0.	0.	0.	
(8) DIANE HONEYCUTT BOARD MEMBER	1.00	X					0.	0.	0.	
(9) JOEL GRIFFIN SECRETARY	1.00	X		X			0.	0.	0.	
(10) VINAY PATEL BOARD MEMBER	1.00	X					0.	0.	0.	
(11) PRITESH NAGARJI BOARD MEMBER	1.00	X					0.	0.	0.	
(12) TROY TAYLOR BOARD MEMBER	1.00	X					0.	0.	0.	
(13) DONNA CARPENTER PRESIDENT/CEO	40.00			X	X		138,255.	0.	0.	
(14) JOHN MILLS EXECUTIVE VICE PRESIDENT	40.00				X		105,156.	0.	0.	
(15) MICHAEL BONOFFSKI SENIOR VP OF MARKETING AND COMMUNICA	40.00				X		103,082.	0.	0.	

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Sub-total							346,493.	0.	0.	
c Total from continuation sheets to Part VII, Section A							0.	0.	0.	
d Total (add lines 1b and 1c)							346,493.	0.	0.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **3**

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>	3	X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>	4	X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>	5	X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
ERIC MOWER AND ASSOCIATES, 1001 MOOREHEAD SQUARE DR #500, CHARLOTTE, NC 28203	MARKETING	1,262,732.
CHARLOTTE MOTOR SPEEDWAY PO BOX 600, CONCORD, NC 28027	MARKETING/ SPONSORSHIP	503,490.
WEDDINGTON ROAD PARTNERS PO BOX 40, NEW LONDON, NC 28127	RENT	132,975.

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **3**

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514		
Contributions, Gifts, Grants and Other Similar Amounts	1 a	Federated campaigns	1a					
	b	Membership dues	1b					
	c	Fundraising events	1c					
	d	Related organizations	1d					
	e	Government grants (contributions)	1e					
	f	All other contributions, gifts, grants, and similar amounts not included above	1f					
	g	Noncash contributions included in lines 1a-1f: \$						
	h	Total. Add lines 1a-1f						
Program Service Revenue	2 a	<u>OCCUPANCY TAX</u>	Business Code 900099	5,681,812.	5,681,812.			
	b	<u>ADVERTISING FEES</u>	900099	37,004.	37,004.			
	c	<u>PROGRAM FEES</u>	900099	11,433.	11,433.			
	d							
	e							
	f	All other program service revenue						
	g	Total. Add lines 2a-2f		5,730,249.				
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		3,549.	3,549.			
	4	Income from investment of tax-exempt bond proceeds						
	5	Royalties						
	6 a	Gross rents	(i) Real	(ii) Personal				
		b	Less: rental expenses					
		c	Rental income or (loss)					
	d	Net rental income or (loss)						
	7 a	Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
		b	Less: cost or other basis and sales expenses					
		c	Gain or (loss)					
	d	Net gain or (loss)						
	8 a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	a					
		b	Less: direct expenses	b				
		c	Net income or (loss) from fundraising events					
	9 a	Gross income from gaming activities. See Part IV, line 19	a					
		b	Less: direct expenses	b				
c		Net income or (loss) from gaming activities						
10 a	Gross sales of inventory, less returns and allowances	a						
	b	Less: cost of goods sold	b					
	c	Net income or (loss) from sales of inventory						
Miscellaneous Revenue			Business Code					
11 a	<u>MISCELLANEOUS INCOME</u>	900099	2,446.	2,446.				
b								
c								
d	All other revenue							
e	Total. Add lines 11a-11d		2,446.					
12	Total revenue. See instructions.		5,736,244.	5,736,244.	0.	0.		

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	467,294.	397,200.	70,094.	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	614,421.	522,258.	92,163.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	140,520.	119,442.	21,078.	
9 Other employee benefits	151,231.	128,546.	22,685.	
10 Payroll taxes	80,136.	68,116.	12,020.	
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting	14,425.	12,261.	2,164.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)				
12 Advertising and promotion	1,407,896.	1,196,712.	211,184.	
13 Office expenses	65,106.	55,340.	9,766.	
14 Information technology	74,768.	63,553.	11,215.	
15 Royalties				
16 Occupancy	168,965.	143,620.	25,345.	
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	33,724.	28,665.	5,059.	
23 Insurance	16,718.	14,210.	2,508.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a SPONSORSHIP/EVENT EXPEN	1,157,055.	983,497.	173,558.	
b COLLATERAL PRODUCTION/B	690,735.	587,125.	103,610.	
c OTHER EXPENSES	590,554.	501,971.	88,583.	
d ADMINISTRATION FEE	284,091.	241,477.	42,614.	
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	5,957,639.	5,063,993.	893,646.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here if following SOP 98-2 (ASC 958-720)

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year	
Assets	1	Cash - non-interest-bearing	3,251,183.	1	3,067,237.
	2	Savings and temporary cash investments		2	
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	467,769.	4	484,911.
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges		9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	441,740.		
	b	Less: accumulated depreciation	305,282.		
			197,801.	10c	136,458.
	11	Investments - publicly traded securities		11	
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
15	Other assets. See Part IV, line 11	363,072.	15	206,371.	
16	Total assets. Add lines 1 through 15 (must equal line 34)	4,279,825.	16	3,894,977.	
Liabilities	17	Accounts payable and accrued expenses	126,456.	17	113,110.
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	454,182.	25	304,075.
	26	Total liabilities. Add lines 17 through 25	580,638.	26	417,185.
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.				
	27	Unrestricted net assets		27	
	28	Temporarily restricted net assets		28	
	29	Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 30 through 34.				
	30	Capital stock or trust principal, or current funds	0.	30	0.
	31	Paid-in or capital surplus, or land, building, or equipment fund	197,801.	31	136,458.
	32	Retained earnings, endowment, accumulated income, or other funds	3,501,386.	32	3,341,334.
33	Total net assets or fund balances	3,699,187.	33	3,477,792.	
34	Total liabilities and net assets/fund balances	4,279,825.	34	3,894,977.	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	5,736,244.
2	Total expenses (must equal Part IX, column (A), line 25)	2	5,957,639.
3	Revenue less expenses. Subtract line 2 from line 1	3	-221,395.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	3,699,187.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	3,477,792.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
2c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.		X
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
3b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits		

Form 990 (2017)

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2017
Open to Public Inspection

Name of the organization **CABARRUS COUNTY TOURISM AUTHORITY** Employer identification number **26-2726341**

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

Preservation of land for public use (e.g., recreation or education) Preservation of a historically important land area

Protection of natural habitat Preservation of a certified historic structure

Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? Yes No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? Yes No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ \$ _____

(ii) Assets included in Form 990, Part X ▶ \$ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ \$ _____

b Assets included in Form 990, Part X ▶ \$ _____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- a Public exhibition
- b Scholarly research
- c Preservation for future generations
- d Loan or exchange programs
- e Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

	Amount
c Beginning balance	1c
d Additions during the year	1d
e Distributions during the year	1e
f Ending balance	1f

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment %
- b Permanent endowment %
- c Temporarily restricted endowment %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) unrelated organizations
- (ii) related organizations

	Yes	No
3a(i)		
3a(ii)		
3b		

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements	205,790.		82,907.	122,883.
d Equipment	149,306.		146,839.	2,467.
e Other	86,644.		75,536.	11,108.
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				136,458.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) DEFERRED OUTFLOW OF RESOURCES	206,371.
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶ 206,371.	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) NET PENSION LIABILITY	275,143.
(3) DEFERRED INFLOWS OF RESOURCES	28,932.
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶ 304,075.	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	5,736,244.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a		
b	Donated services and use of facilities	2b		
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	0.
3	Subtract line 2e from line 1		3	5,736,244.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	0.
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)		5	5,736,244.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	5,957,639.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a		
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	0.
3	Subtract line 2e from line 1		3	5,957,639.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	0.
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)		5	5,957,639.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

THE ORGANIZATION HAS ADOPTED ASC 740-10, EFFECTIVE FOR AUDIT YEARS ENDING AFTER DECEMBER 15, 2009, AS IT RELATES TO UNCERTAIN TAX POSITIONS FOR THE YEARS ENDED JUNE 30, 2018 AND HAS EVALUATED ITS TAX POSITIONS FOR ALL OPEN TAX YEARS. THE ORGANIZATION IS NOT CURRENTLY UNDER AUDIT NOR HAS THE ORGANIZATION BEEN CONTACTED BY THE INTERNAL REVENUE SERVICE.

BASED ON THE EVALUATION OF THE ORGANIZATIONS TAX POSITIONS, MANAGEMENT BELIEVES ALL POSITIONS TAKEN WOULD BE UPHOLD UNDER AN EXAMINATION. THEREFORE, NO PROVISION FOR THE EFFECTS OF UNCERTAIN TAX POSITIONS HAVE BEEN RECORDED FOR THE YEARS ENDED JUNE 30, 2018.

SCHEDULE L

(Form 990 or 990-EZ)

Transactions With Interested Persons

OMB No. 1545-0047

2017

Open To Public Inspection

Department of the Treasury Internal Revenue Service

Complete if the organization answered "Yes" on Form 990, Part IV, line 25a, 25b, 26, 27, 28a, 28b, or 28c, or Form 990-EZ, Part V, line 38a or 40b.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization CABARRUS COUNTY TOURISM AUTHORITY Employer identification number 26-2726341

Part I Excess Benefit Transactions (section 501(c)(3), section 501(c)(4), and 501(c)(29) organizations only).

Complete if the organization answered "Yes" on Form 990, Part IV, line 25a or 25b, or Form 990-EZ, Part V, line 40b.

Table with 4 main columns: (a) Name of disqualified person, (b) Relationship between disqualified person and organization, (c) Description of transaction, (d) Corrected? (Yes/No)

2 Enter the amount of tax incurred by the organization managers or disqualified persons during the year under section 4958 \$
3 Enter the amount of tax, if any, on line 2, above, reimbursed by the organization \$

Part II Loans to and/or From Interested Persons.

Complete if the organization answered "Yes" on Form 990-EZ, Part V, line 38a or Form 990, Part IV, line 26; or if the organization reported an amount on Form 990, Part X, line 5, 6, or 22.

Table with 9 main columns: (a) Name of interested person, (b) Relationship with organization, (c) Purpose of loan, (d) Loan to or from the organization? (To/From), (e) Original principal amount, (f) Balance due, (g) In default? (Yes/No), (h) Approved by board or committee? (Yes/No), (i) Written agreement? (Yes/No)

Total \$

Part III Grants or Assistance Benefiting Interested Persons.

Complete if the organization answered "Yes" on Form 990, Part IV, line 27.

Table with 5 main columns: (a) Name of interested person, (b) Relationship between interested person and the organization, (c) Amount of assistance, (d) Type of assistance, (e) Purpose of assistance

Part IV Business Transactions Involving Interested Persons.

Complete if the organization answered "Yes" on Form 990, Part IV, line 28a, 28b, or 28c.

(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of transaction	(d) Description of transaction	(e) Sharing of organization's revenues?	
				Yes	No
JENNIFER PARSLEY	MEMBER OF BOARD & O	1,500.	THE ORGANIZ		X
TIM HAGLER	MEMBER OF BOARD & V	503,490.	THE ORGANIZ		X
EMILY ZIMMERMAN	MEMBER OF BOARD & M	15,000.	THE ORGANIZ		X
TROY TAYLOR	MEMBER OF BOARD & E	5,052.	THE ORGANIZ		X
STEVE STIENBACHER	MEMBER OF BOARD & O	300.	THE ORGANIZ		X

Part V Supplemental Information

Provide additional information for responses to questions on Schedule L (see instructions).

SCH L, PART IV, BUSINESS TRANSACTIONS INVOLVING INTERESTED PERSONS:

(A) NAME OF PERSON: JENNIFER PARSLEY

(B) RELATIONSHIP BETWEEN INTERESTED PERSON AND ORGANIZATION:

MEMBER OF BOARD & OWNER OF ADVENTURES IN MOTORSPORTS

(C) AMOUNT OF TRANSACTION \$ 1,500.

(D) DESCRIPTION OF TRANSACTION: THE ORGANIZATION PAID ADVENTURES IN MOTORSPORTS \$1,500 DURING THE YEAR ENDED JUNE 30, 2018 FOR ASSISTANCE WITH DESTINATION TOURS.

(E) SHARING OF ORGANIZATION REVENUES? = NO

(A) NAME OF PERSON: TIM HAGLER

(B) RELATIONSHIP BETWEEN INTERESTED PERSON AND ORGANIZATION:

MEMBER OF BOARD & VP OF COMMUNITY RELATIONS - CHARLOTTE MOTOR SPEEDWAY

(C) AMOUNT OF TRANSACTION \$ 503,490.

(D) DESCRIPTION OF TRANSACTION: THE ORGANIZATION HAS A MARKETING AGREEMENT AND EVENT SPONSORSHIP WITH CHARLOTTE MOTOR SPEEDWAY AND THE ORGANIZATION PAID CHARLOTTE MOTOR SPEEDWAY \$503,490 DURING THE YEAR ENDED JUNE 30, 2018.

(E) SHARING OF ORGANIZATION REVENUES? = NO

Part V Supplemental Information

Complete this part to provide additional information for responses to questions on Schedule L (see instructions).

(A) NAME OF PERSON: EMILY ZIMMERMAN

(B) RELATIONSHIP BETWEEN INTERESTED PERSON AND ORGANIZATION:

MEMBER OF BOARD & MARKETING DIRECTOR - CONCORD MILLS

(C) AMOUNT OF TRANSACTION \$ 15,000.

(D) DESCRIPTION OF TRANSACTION: THE ORGANIZATION HAS A MARKETING

AGREEMENT WITH CONCORD MILLS AND THE ORGANIZATION PAID CONCORD MILLS

\$15,000 DURING THE YEAR ENDED JUNE 30, 2018.

(E) SHARING OF ORGANIZATION REVENUES? = NO

(A) NAME OF PERSON: TROY TAYLOR

(B) RELATIONSHIP BETWEEN INTERESTED PERSON AND ORGANIZATION:

MEMBER OF BOARD & EMPLOYED WITH JIM N NICKS

(C) AMOUNT OF TRANSACTION \$ 5,052.

(D) DESCRIPTION OF TRANSACTION:

THE ORGANIZATION PAID JIM N NICKS \$5,052 DURING THE YEAR ENDED JUNE 30,

2018 FOR CATERING EVENTS THROUGHOUT THE YEAR.

(E) SHARING OF ORGANIZATION REVENUES? = NO

(A) NAME OF PERSON: STEVE STIENBACHER

(B) RELATIONSHIP BETWEEN INTERESTED PERSON AND ORGANIZATION:

MEMBER OF BOARD & OWNER OF CABARRUS BREWING COMPANY

(C) AMOUNT OF TRANSACTION \$ 300.

(D) DESCRIPTION OF TRANSACTION: THE ORGANIZATION PAID CABARRUS BREWING

COMPANY \$300 DURING THE YEAR ENDED JUNE 30, 2018 FOR ACATERING EVENTS

THROUGHOUT THE YEAR.

(E) SHARING OF ORGANIZATION REVENUES? = NO

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2017

Open to Public
Inspection

Name of the organization

CABARRUS COUNTY TOURISM AUTHORITY

Employer identification number

26-2726341

FORM 990, PART I, DOING BUSINESS AS:

CABARRUS COUNTY CONVENTION AND VISITORS BUREAU

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

VISITOR SPENDING.

FORM 990, PART VI, SECTION B, LINE 11B:

A DRAFT COPY OF THE 990 RETURN WAS PRESENTED TO THE BOARD OF DIRECTORS AT
THEIR REGULARLY SCHEDULED MEETING FOR REVIEW AND APPROVAL.

FORM 990, PART VI, SECTION B, LINE 12C:

THE CONFLICT OF INTEREST POLICY WAS DISTRIBUTED ANNUALLY TO THE BOARD OF
DIRECTORS AND THE EMPLOYEES. WITHIN THE POLICY THERE ARE PROCEDURES FOR
COMMUNICATING CONCERNS TO SUPERVISORS AND THE BOARD OF DIRECTORS.

FORM 990, PART VI, SECTION B, LINE 15A:

SALARY OF THE CEO IS DETERMINED BY THE BOARD OF DIRECTORS. THE ORGANIZATION
USED COMPARABLE DATA FROM OTHER RESOURCES SUCH AS DESTINATION MARKETNG
ASSOCIATION INTERNATIONAL FOR CEO COMPENSATION.

FORM 990, PART VI, SECTION C, LINE 19:

THE ORGANIZATION'S GOVERNING DOCUMENTS, CONFLICT OF INTEREST POLICY AND
FINANCIAL STATEMENTS ARE AVAILABLE FOR PUBLIC INSPECTION AT THE
ORGANIZATION'S OFFICE UPON REQUEST. ORGANIZATIONS STAFF ARE AVAILABLE TO
PROVIDE SUPERVISION AND ANSWER ANY QUESTIONS THE INQUIRING PARTY MAY HAVE.

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

February 18, 2019
6:30 PM

AGENDA CATEGORY:

Reports

SUBJECT:

County Manager - Monthly Building Activity Reports

BRIEF SUMMARY:

The Board of Commissioners requested monthly reports of building and permit activities including information of plans under review.

REQUESTED ACTION:

For informational purposes. No action required.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Kelly Sifford, Planning and Development Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- ▢ Report
- ▢ Report

Cabarrus County Construction Standards Dodge Report 1/1/2019-1/31/2019

Jurisdiction: All

New Construction				
Description	Const Code	Buildings	Housing Units	Estimated Cost
Single Family Houses Detached	101	95	95	\$16,640,844.18
Manufactured Home (Mobile Homes)	106	7	3	\$171,739.00
Industrial Buildings	320	2	0	\$13,468,252.00
Office, Bank, and Professional Buildings	324	1	0	\$1,200,000.00
Other Nonresidential Buildings	328	11	0	\$256,215.00
Structures Other Than Buildings	329	1	0	\$25,000.00
Other	999	31	0	\$497,642.00
Sub Total (New Construction)		148	98	\$32,259,692.18

Addition, Alteration, and Conversion				
Description	Const Code	Buildings	Housing Units	Estimated Cost
Additions, Alterations and Conversions - Residential	434	73	0	\$1,278,483.10
Additions, Alterations and Conversions - Nonresidential and No housekeeping	437	34	0	\$8,687,117.00
Additions of Residential Garages and Carports	438	6	0	\$123,900.00
Sub Total (Addition, Alteration, and Conversion)		113	0	\$10,089,500.10

Demolition of Buildings				
Description	Const Code	Buildings	Housing Units	Estimated Cost
Single Family Houses	645	5	3	\$24,700.00
All Other Buildings and Structures	649	2	0	\$502,500.00
Sub Total (Demolition of Buildings)		7	3	\$527,200.00

Grand Total		268	101	\$42,876,392.28
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Cabarrus County Commercial Building Plan Review Summary

Begin Date: 1/1/2019 through End Date: 1/31/2019

File Date	Address	Application Name	Description	Est Cost	Est Sq Ft	
BU2019-00006	1/2/2019	3975 US HWY 601 S CONCORD, NC 28025	DRIVEAWAY AUTOMOTIVE	Building an outbuilding on site for storage.	\$30,000	0
BU2019-00008	1/2/2019	1040 DERITA RD CONCORD, NC 28027	FGO Logistics - INTERCON BUILDING COMPANY, LLC	FGO LOGISTICS SUITE C 1800 SQ UPFIT Note- Inspections preformed under BU2018-03781	\$1,575,000	0
BU2019-00014	1/3/2019	4100 MAIN ST HARRISBURG, NC 28075		MINOR RENOVATION OF EXISTING OFFICE	\$150,000	0
BU2019-00016	1/3/2019	399 WOODHAVEN PL NW CONCORD, NC 28027	MASTEC NETWORK SOLUTIONS LLC	Equipment removals and additions to tower antenna array, and equipment removals and additions to ground equipment. No height increase or footprint expansion will result.	\$100,000	0
BU2019-00022	1/4/2019	2100 N CANNON BLVD KANNAPOLIS, NC 28083		Change of use to restaurant	\$500	0
BU2019-00031	1/4/2019	1325 AJ TUCKER LOOP MIDLAND, NC 28107	A J TUCKER PROPERTY HOLDINGS LLC	UPFIT TO INDIVIDUAL BUILDING IN A STRIP BUILDING	\$125,000	2,000
BU2019-00033	1/7/2019	3605 CENTERGROVE RD CONCORD, NC 28025	AUER GLEN H / JENNIFER AUER	CONVERTING THE BASEMENT AS A HOME BASE BUSINESS	\$50,000	0
BU2019-00035	1/7/2019	2353 CONCORD LAKE RD CONCORD, NC 28025	LCJ CONSTRUCTION COMPANY INC	COMMERICAL UPFIT - BEAUTY SALON	\$750,000	4,200
BU2019-00037	1/7/2019	6811 BELT RD CONCORD, NC 28027		Liftone - Concord--Scope to include an interior alteration to the existing business area within the front of an existing warehouse. Scope to include updated finishes, updated MEP, and minor architectural adjustments. Occupant type to remain business.	\$1,275,000	4,008
BU2019-00040	1/7/2019	275 BRANCHVIEW DR SE CONCORD, NC 28025	CLUBB CONSTRUCTION COMPANY	ATM Canopy--Install a small drive up ATM canopy in the last lane of the existing drive up.	\$75,000	0
BU2019-00042	1/7/2019	1924 DUTCH RD MT PLEASANT, NC 28124	Duke Builders	custom framed home	\$2,200,000	5,600
BU2019-00048	1/8/2019	3400 NC HWY 49 S HARRISBURG, NC 28075	Cell Site Technologies, INC.	Verizon Wireless to collocate on existing tower. Installing equipment slab and H Frame, lines and antennas, new electrical service, generator. This is existing tower, no change to tower height or compound size.	\$500,000	0
BU2019-00050	1/8/2019	4312 REPUBLIC CT NW CONCORD, NC 28027	B & C INVESTING LLC / BRENT RAYMER	Tenant upfit for an exercise facility. Sprinkler system shall be added. CROSSFIT GYM	\$1,250,000	14,261
BU2019-00051	1/8/2019	3387 CLOVERLEAF PKWY KANNAPOLIS, NC 28083		1 27.9 exterior wall sign, 30 foot store front	\$17,500	0
BU2019-00052	1/8/2019	981 CONCORD PKWY S CONCORD, NC 28027	VERICON CONSTRUCTION COMPANY LLC	Removal of existing teller line and installation of 2 new bankers desks, new carpet tile and paint in public areas, repairs to any existing hard ceilings and ceiling tiles due to water damage in public areas, replace 2 existing aluminum storefront windows, remove VAT tube in drive-thru teller area, repair damaged gypsum board ceiling, replace counter tops and millwork at teller area.	\$643,000	2,115
BU2019-00073	1/10/2019	7650 GRIFFINS GATE DR SW CONCORD, NC 28025		Building 4 block dugouts according to plans	\$60,000	0

Cabarrus County Commercial Building Plan Review Summary

Begin Date: 1/1/2019 through End Date: 1/31/2019

BU2019-00074	1/10/2019	1790 NC HWY 24-27 E MIDLAND, NC 28107	MASTEC NETWORK SOLUTIONS	AT&T Juvo Site: 074-324--Add/remove antennas on existing telecommunications tower	\$75,000	0
BU2019-00081	1/10/2019	920 CHURCH ST N CONCORD, NC 28025		Replacement of existing lab analyzer and related necessary lab modifications.	\$554,985	541
BU2019-00082	1/10/2019	2319 CONCORD LAKE RD KANNAPOLIS, NC 28025	IKES CONSTRUCTION INC	INTERIOR OFFICE UPFIT	\$100,000	2,720
BU2019-00083	1/10/2019	150 N RESEARCH CAMPUS DR KANNAPOLIS, NC 28081	CRB Builders	Architectural scope includes construction of new interior walls and ceilings, addition of new interior doors and windows, new interior finishes to accommodate laboratories, offices, kitchen, processing areas, and cold rooms/freezers. Electrical scope will consist of installation of new power distribution, lighting, and special systems to serve first floor areas and rooftop equipment. Mechanical scope will include modifications to existing duct and utility systems.	\$21,000,000	15,387
BU2019-00103	1/11/2019	6805 JENKINS LN HARRISBURG, NC 28075	CLAYTON SIGNS	50 SQ FEET MONUMENT SIGN	\$25,000	0
BU2019-00104	1/11/2019	6805 JENKINS LN HARRISBURG, NC 28075	CLAYTON SIGNS	2- SIGNS AT 37.1 SQ FT WALL SIGN 1- CHICKFILA LOGO WALL SIGN 36 SQ FT	\$25,000	0
BU2019-00112	1/14/2019	14700 US HWY 601 S MIDLAND, NC 28107	SOUTHERN INDUSTRIAL CONSTRUCTORS, INC.	CORNING UPFIT	\$1,550,000	1,650
BU2019-00130	1/15/2019	4800 NC HWY 49 S HARRISBURG, NC 28075	SOUTHSIDE CONSTRUCTORS, INC.	RETAINING WALL	\$77,500	1,500
BU2019-00142	1/16/2019	3659 CONCORD PKWY S CONCORD, NC 28027	J.B. STONES CONSTRUCTION, LLC	Workout Anytime -- addition of 306 sq. ft	\$150,000	306
BU2019-00149	1/17/2019	970 BRANCHVIEW DR NE CONCORD, NC 28025	J M REYNOLDS BUILDERS LLC	Interior completion including alterations to interior partitions, electrical, and plumbing.	\$175,000	1,400
BU2019-00151	1/17/2019	1175 COPPERFIELD BLVD NE CONCORD, NC 28083	ALL POINTS ELECTRIC	REPAIR/REPLACE CONCRETE FOUNDATION FOR LIGHT POLE	\$5,000	40
BU2019-00162	1/18/2019	7575 RUBEN LINKER RD NW CONCORD, NC 28027		The proposed project scope will consist of upgrading existing ground radio equipment and installing 4th sector antennas and ancillary equipment. No grading or significant ground construction is required. All proposed construction will be contained within the limits of the existing fenced telecom compound.	\$75,000	0
BU2019-00164	1/18/2019	707 MOORESVILLE RD KANNAPOLIS, NC 28081	BILLY EUGENE WATTS	2000 sq ft addition to existing commercial building	\$480,000	2,000
BU2019-00168	1/22/2019	1030 CENTRAL DR NW, SUITE# B CONCORD, NC 28027	SCHULTZ CUSTOM HOMES LLC	upfit for office space.	\$1,250,000	4,639
BU2019-00173	1/22/2019	1 BUFFALO AVE NW CONCORD, NC 28025	THOMPSON ROOFING SERVICE	RECOVER ROOF ON LOCKE MILL PLAZA	\$462,840	18,089
BU2019-00176	1/22/2019	3122 S CANNON BLVD KANNAPOLIS, NC 28083	TSC CONSTRUCTION, LLC	CELL TOWER UPFIT	\$140,000	0
BU2019-00181	1/23/2019	1032 CENTRAL DR NW C CONCORD, NC 28027		Performing non load bearing upfit to includes rooms, and walls. Electrical and HVAC to be added to existing upgraded service entrance panels.	\$375,000	4,000

Cabarrus County Commercial Building Plan Review Summary

Begin Date: 1/1/2019 through End Date: 1/31/2019

BU2019-00185	1/23/2019	13850 CALDWELL RD CHARLOTTE, NC 28075	TRUE HOMES	SALES TRAILER--13850 Caldwell Road	\$75,000	624
BU2019-00188	1/24/2019	2450 SUPERCENTER DR NE KANNAPOLIS, NC 28083		Re-Roof	\$1,639,800	0
BU2019-00190	1/24/2019		OLD IRON CONSTRUCTION, LLC	OFFICE UPFIT	\$200,000	13,200
BU2019-00193	1/24/2019	700 WALKER RD MT PLEASANT, NC 28124	Mt Pleasant High School Shelter Building	16' x 24' premanufactured steel structured with concrete footings	\$79,600	0
BU2019-00196	1/25/2019	2100 DERITA RD CONCORD, NC 28027	PARISH SIGN & SERVICE INC.	-- PERMISSION TO PULL PERMITS ATTACHED - -2 illuminated direct mounted channel Letters reading "Go Store It Self Storage" in their logo on the front and side of building.	\$50,000	0
BU2019-00197	1/25/2019	104 CABARRUS AVE E CONCORD, NC 28025	JOHNSON DONNA H	Monument sign constructed of PVC with vinyl lettering on both sides - - BROOME SIGN WILL CONSTRUCT THE SIGN	\$2,000	0
BU2019-00203	1/25/2019	840 BISCAYNE DR CONCORD, NC 28027	UNTZ BUILDERS LLC	New pre-engineered metal building with interior partitions with new plumbing, mechanical, and electrical.	\$6,000,000	18,600
BU2019-00204	1/25/2019	100 WILKINSON CT SE CONCORD, NC 28025	Colonial Heights Apartments	This is one submittal that includes the stair replacement drawings for 100 Wilkinson Ave, 178 Wilkinson Ave and 145 Corban Ave SE. It includes architectural and structural. FOR EGRESS STAIRS ONLY.	\$125,000	0
BU2019-00205	1/25/2019	1907 N MAIN ST KANNAPOLIS, NC 28081	PAULA FLORENTINO	DRM Auto Sales, Inc SIGN--WILLIE B. MOORE SIGN COMPNAY (704) 938-6406 WILL BE CONSTRUCTING SIGN FOR RENTER OF PROPERTY.	\$1,500	0
BU2019-00206	1/25/2019	178 WILKINSON CT SE CONCORD, NC 28025	Colonial Heights Apartments	This is one submittal that includes the stair replacement drawings for 100 Wilkinson Ave, 178 Wilkinson Ave and 145 Corban Ave SE. It includes architectural and structural. FOR EGRESS STAIRS ONLY.	\$125,000	0
BU2019-00207	1/25/2019	145 CORBAN AVE SE CONCORD, NC 28025	Colonial Heights Apartments	This is one submittal that includes the stair replacement drawings for 100 Wilkinson Ave, 178 Wilkinson Ave and 145 Corban Ave SE. It includes architectural and structural. FOR EGRESS STAIRS ONLY.	\$125,000	0
BU2019-00208	1/25/2019	8111 CONCORD MILLS BLVD CONCORD, NC 28027		Complete renovation, Plumbing, electrical HVAC ductwork, New storefront, walls, flooring, ceilings, paint, Sprinkler drops - SUITE 661	\$700,000	843
BU2019-00212	1/28/2019	189 GEORGE W LILES PKWY NW CONCORD, NC 28027		Signs	\$44,500	0
BU2019-00219	1/28/2019	4144 NC HWY 49 S HARRISBURG, NC 28075	ALLEN INDUSTRIES	INSTALL 2 WALL SIGNS AND 1 PANEL SIGN FACE	\$100,000	139
BU2019-00220	1/28/2019	2228 ROXIE ST KANNAPOLIS, NC 28083	ALLEN INDUSTRIES INC	INSTALL 2 WALLS AND 1 SIGN FACE	\$60,000	118
BU2019-00233	1/29/2019	160 INTERNATIONAL DR NW CONCORD, NC 28027	MYERS & CHAPMAN, INC.	BUILDING B - 147000 sqft 2" WATER METER	\$33,958,375	147,217
BU2019-00234	1/29/2019	180 INTERNATIONAL DR NW CONCORD, NC 28027	MYERS & CHAPMAN, INC.	BUILDING A 136000 sqft 2" WATER METER	\$33,382,885	136,026
BU2019-00250	1/30/2019	10 CABARRUS AVE E CONCORD, NC 28025	FAST SIGNS OF CONCORD	36" x 120" aluminum banner type company sign on side of building. building owner, Roger Condrey has approved.	\$9,000	0

Cabarrus County Commercial Building Plan Review Summary

Begin Date: 1/1/2019 through End Date: 1/31/2019

BU2019-00253	1/30/2019	4754 POPLAR TENT RD CONCORD, NC 28027	SWINSON GENERAL CONTRACTORS, INC.	New prefab metal building warehouse	\$2,250,000	0
Total Plans Reviewed: 52					\$114,248,985	2,006,115

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

February 18, 2019
6:30 PM

AGENDA CATEGORY:

Reports

SUBJECT:

County Manager - Monthly New Development Report

BRIEF SUMMARY:

The Board of Commissioners requested monthly reports of new development activities including information of plans under review.

REQUESTED ACTION:

For informational purposes. No action required.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Kelly Sifford, Planning and Development Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- Report

Jurisdiction	Subdivision	APP	Applicant	High School	Middle School	Elementary School	Intermediate School	Status	Subdivision Type	Last Permit	Units Approved	Units Issued	Units Remaining	Per Order Approved	Per Order Expiration	Elementary Students	Middle Students	High Students	Total Students	Remaining Elementary	Remaining Middle	Remaining High	Remaining Total
Concord	61 CABARRUS TOWNHOMES	APF2017-00015	OLD TOWNE DEVELOPMENT CORPORATION	Concord High School	Concord Middle School	Coltrane-Webb Elementary School		Pending	Townhouse	3/15/2018	6	3	3			0.828	0.414	0.552	1.794	0.414	0.207	0.276	0.897
Concord	9339 DAVIDSON HIGHWAY TOWNHOMES	APF2015-00007	TRITT HARLEY D AND	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Townhouse		100	0	100			13.8	6.9	9.2	29.9	13.8	6.9	9.2	29.9
Harrisburg	ABBINGTON PLACE	APF2008-00040	AVANTI PROPERTIES	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Active Building Permitting	Single Family	2/7/2018	395	328	67		12/30/2015	151.68	76.235	101.12	329.035	25.728	12.931	17.152	55.811
Harrisburg	ADDISON PARK	APF2016-00013	ATX LLC A NC LLC	Hickory Ridge High School	Hickory Ridge Middle School			Construction Drawing Review	Age Restricted		55	0	55			0	0	0	0	0	0	0	0
Kannapolis	AFTON RIDGE APARTMENTS	APF2011-00003	DARREN LUCAS	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Active Building Permitting	Multi Family	6/5/2014	414	122	292	11/13/2012		96.048	48.024	64.17	208.242	67.744	33.872	45.26	146.876
Cabarrus County	ALEXANDER ESTATES	APF2008-00035	BRIAN HUNTLEY	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Expired	Single Family	4/16/2018	19	1	18			7.296	3.667	4.864	15.827	6.912	3.474	4.608	14.994
Harrisburg	ALLBURN	APF2017-00008	GeoScience Group	Hickory Ridge High School	J N Fries Middle School	Pitt School Road Elementary School		Pending	Single Family		60	0	60			22.272	11.194	14.848	48.314	23.04	11.58	15.36	49.98
Concord	ALLEN FARM SUBDIVISION	APF2008-00058	MIKE SHEA	Harris Road High School	Harris Road Middle School	Cox Mill Elementary School		Active Platting	Single Family	2/1/2019	452	179	273	11/20/2007		173.568	87.236	115.712	376.516	104.832	52.689	69.888	227.409
Cabarrus County	ARBOR OAKS	APF2008-00138	KSIN PROPERTIES, LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		All Lots Platted	Single Family	10/14/2016	20	9	11	10/21/2002		7.68	3.86	5.12	16.66	4.224	2.123	2.816	9.163
Concord	ARCHIBALD ROAD SUBDIVISION	APF2017-00016	PERRAULT MATTHEW MARK CO-TR	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Pending	Single Family		149	0	149			57.216	28.577	38.144	124.117	57.216	28.577	38.144	124.117
Concord	ARCHIBALD SUBDIVISION	APF2018-00019	CHRIS MCINTYRE	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Pending	Single Family		84	0	84			32.256	16.212	21.504	69.972	32.256	16.212	21.504	69.972
Concord	ARENA COMMONS	APF2017-00029	Isaac Padgett	Mt Pleasant High School	Mt Pleasant Middle School	W M Irvin Elementary School		Pending	Multi Family		65	0	65			15.08	7.54	10.075	32.695	15.08	7.54	10.075	32.695
Cabarrus County	ASHEBROOK	APF2008-00139	DAN MOSER	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Closed-Built Out	Single Family	8/17/2009	105	96	9	5/21/1998		40.32	20.265	26.88	87.465	3.456	1.737	2.304	7.497
Kannapolis	AUBURN WOODS	APF2013-00007	FIFTH THIRD BANK	Concord High School	Concord Middle School	Concord Oaks Elementary School		Inactive	Single Family		256	0	256	4/22/2002		98.304	49.408	65.536	213.248	98.304	49.408	65.536	213.248
Kannapolis	AUSTIN CORNERS	APF2016-00023	DR Horton	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Pending	Single Family	11/2/2018	146	26	120			56.064	28.178	37.376	121.618	46.08	23.16	30.72	99.96
Kannapolis	AUTUMN CHASE	APF2014-00020	UNKNOWN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Inactive	Single Family		28	0	28	3/6/1991		10.752	5.404	7.168	23.324	10.752	5.404	7.168	23.324
Kannapolis	AUTUMN CREST APARTMENTS	APF2014-00013	WYNNFIELD PROPERTIES	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School		Pending	Multi Family		87	0	87	8/20/2014		20.184	10.092	13.485	43.761	20.184	10.092	13.485	43.761
Harrisburg	AUTUMN GLEN AT MOREHEAD	APF2016-00011	ELLEDGE JACK L	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Void	Single Family		150	0	150			57.6	28.95	38.4	124.95	57.6	28.95	38.4	124.95
Harrisburg	AUTUMN GLEN AT MOREHEAD	APF2016-00012	ELLEDGE JACK L	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Denied	Single Family		150	0	150			57.6	28.95	38.4	124.95	57.6	28.95	38.4	124.95
Cabarrus County	AVIGNON	APF2008-00122	JERRY R MCSORLEY	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Expired	Single Family		23	0	23			8.832	4.439	5.888	19.159	8.832	4.439	5.888	19.159
Kannapolis	AZALEA ESTATES	APF2008-00140	James M Hood	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		In Progress	Single Family	9/19/2017	42	40	2	10/2/2002	12/31/2010	16.128	8.106	10.752	34.986	0.768	0.386	0.512	1.666
Mt. Pleasant	BARRINGER'S TRACE	APF2014-00004	BARRINGER GRADY R CO-TRUSTEE	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School		Closed-Built Out	Multi Family		64	0	64			14.848	7.424	9.92	32.192	14.848	7.424	9.92	32.192
Cabarrus County	BECKENHAM	APF2008-00029	Charles F McDonald	Mt Pleasant High School	Mt Pleasant Middle School	A T Allen Elementary School		Active Platting	Single Family	2/5/2019	20	6	14	2/15/2007	2/15/2013	7.68	3.86	5.12	16.66	5.376	2.702	3.584	11.662
Concord	BEDFORD FARMS	APF2008-00042	Niblock Development Corporation	Mt Pleasant High School	Mt Pleasant Middle School	W M Irvin Elementary School		Active (platting & permitting)	Single Family	1/11/2019	166	104	62	7/18/2006	3/18/2016	63.744	32.038	42.496	138.278	23.808	11.966	15.872	51.646
Concord	BEECHWOOD PLACE	APF2017-00039	ERVIN JOE H GRADING CO INC	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School		Pending	Multi Family		80	0	80			18.56	9.28	12.4	40.24	18.56	9.28	12.4	40.24
Concord	BELVEDERE TOWNHOMES	APF2017-00012	WINDSWEEP FARMS LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Pending	Townhouse		39	0	39			4.554	2.277	3.036	9.867	5.382	2.691	3.588	11.661
Midland	BETHEL GLEN	APF2008-00141	TL HARRELL LAND DEVELOPMENT	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		All Lots Platted	Single Family	12/28/2018	193	156	37	10/16/2000		74.112	37.249	49.408	160.769	14.208	7.141	9.472	30.821
Midland	BETHEL PARK	APF2008-00136	UNKNOWN	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Pending	Multi Family		149	0	149			34.568	17.284	23.095	74.947	34.568	17.284	23.095	74.947
Concord	BIRCHWOOD COMMONS	APF2014-00007	COOK FAMILY PARTNERSHIP	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School		Pending	Multi Family	6/8/2018	98	100	-2			22.736	11.368	15.19	49.294	-0.464	-0.232	-0.31	-1.006
Harrisburg	BLUME FAMILY FARM	APF2013-00001	Blume Family Farm, LLC/MI Homes	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Active Building Permitting	Single Family	1/30/2019	297	284	13		10/14/2015	114.048	57.321	76.032	247.401	4.992	2.509	3.328	10.829
Cabarrus County	BRANDON RIDGE	APF2008-00030	Craft Homes	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Closed-Built Out	Single Family	6/17/2008	321	322	-1	11/18/2002		102	45	40	0	-0.232	-0.116	-0.155	-0.503
Kannapolis	BRANTLEY CREEK	APF2014-00014	UNKNOWN	A L Brown High School	Kannapolis Middle School	Jackson Park Elementary School		All Lots Platted	Single Family	12/18/2017	74	64	10	5/5/1999		28.416	14.282	18.944	61.642	3.84	1.93	2.56	8.33
Kannapolis	BRANTLEY WOODS	APF2014-00018	UNKNOWN	Concord High School	Concord Middle School	Royal Oaks Elementary School		Closed-Built Out	Single Family	9/29/2008	79	64	15			30.336	15.247	20.224	65.807	5.76	2.895	3.84	12.495
Harrisburg	BRIDGE POINTE	APF2008-00039	BILL WHITLEY	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Active Building Permitting	Single Family	2/19/2016	199	189	10	9/20/2004	11/28/2014	76.416	38.407	50.944	165.767	3.84	1.93	2.56	8.33
Harrisburg	BRIDGE POINTE PHASE 6	APF2008-00174	Ric Kilian	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Active (platting & permitting)	Single Family	2/17/2016	45	15	30	5/16/2006	5/16/2012	17.28	8.685	11.52	37.485	11.52	5.79	7.68	24.99
Kannapolis	BRIDGES OF CABARRUS APARTMENTS	APF2016-00024	KLK Properties	Concord High School	Concord Middle School	Royal Oaks Elementary School		Pending	Multi Family		144	0	144			33.408	16.704	22.32	72.432	33.408	16.704	22.32	72.432
Harrisburg	BROOKDALE COMMONS	APF2012-00001	Stephen Pace	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Active Platting	Single Family	8/3/2015	230	230	0		6/25/2016	88.32	44.39	58.88	191.59	0	0	0	0
Harrisburg	BROOKDALE VILLAGE	APF2008-00032	EVOLVE CONSTRUCTION LLC	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Approved	Townhouse	10/15/2013	72	1	71	9/12/2016	9/12/2018	9.936	4.968	6.624	21.528	9.798	4.899	6.532	21.229
Concord	BROOKE POINTE MANOR RETIREMENT COMMUNITY	APF2011-00002	CATHERINE F. CONNORS	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Closed-Built Out	Age Restricted		66	0	66	12/20/2011		0	0	0	0	0	0	0	0
Concord	BROOKVUE	APF2008-00056	BROOKVUE	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Active (platting & permitting)	Single Family	5/4/2017	342	261	81	10/20/2009	12/31/2015	131.328	66.006	87.552	284.886	31.104	15.633	20.736	67.473
Concord	BROWN MILL LOFTS	APF2016-00015	Mark T. Wright	Jay M Robinson High School	HD Winkler Middle School	Weddington Hills Elementary School		Pending	Multi Family		131	0	131			30.392	15.196	20.305	65.893	30.392	15.196	20.305	65.893
Concord	BUFFALO RANCH SITE	APF2008-00065	BUFFALO RANCH LLC	Mt Pleasant High School	Mt Pleasant Middle School	W M Irvin Elementary School		Approved	Single Family		190	0	190	3/20/2007	9/22/2010	72.96	36.67	48.64	158.27	72.96	36.67	48.64	158.27
Concord	BUFFALO TERRACE	APF2017-00013	TROUTMAN LAND INVESTMENTS INC	Concord High School	HD Winkler Middle School	Weddington Hills Elementary School		Pending	Multi Family		80	0	80			18.56	9.28	12.4	40.24	18.56	9.28	12.4	40.24
Cabarrus County	BURNT MILL	APF2008-00127	GRACE M MYNATT	Concord High School	Concord Middle School	W M Irvin Elementary School		Expired	Single Family		25	0	25			9.6	4.825	6.4	20.825	9.6	4.825	6.4	20.825
Cabarrus County	CABARRUS CROSSING	APF2008-00089	STEVEN MOORE	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Closed-Built Out	Single Family	3/24/2006	290	286	4	8/21/2001		111.36	55.97	74.24	241.57	1.536	0.772	1.024	3.332
Concord	CABARRUS HOMES DUPLEX AND TRIPLEX DEVELOPMENT	APF2018-00021	JOSEPH TAYLOR	Concord High School	Concord Middle School	W M Irvin Elementary School		Pending	Multi Family	2/5/2019	20	1	19			4.64	2.32	3.1	10.06	4.408	2.204	2.945	9.557
Harrisburg	CALDWELL COMMONS	APF2011-00001	CROSLAND CALDWELL COMMONS LLC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		All Lots Platted	Single Family	6/10/2015	9	4	5			3.456	1.737	2.304	7.497	1.92	0.965	1.28	4.165
Harrisburg	CALDWELL TOWNHOMES	APF2017-00007	Marc Houle	Hickory Ridge High School	C C Griffin Middle School	Harrisburg Elementary School		Construction Drawing Review	Townhouse		68	0	68			9.384	4.692	6.256	20.332	9.384	4.692	6.256	20.332
Harrisburg	CAMELLIA GARDENS	APF2018-00030	ASSOCIATES	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Pending	Single Family		95	0	95										

Concord	COX MILL SITE LENNAR	APF2017-00019	HEFNER ERIC VONN & WF	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Pending	Single Family		101	0	101				38.784	19.493	25.856	84.133	38.784	19.493	25.856	84.133
Kannapolis	CRESCENT APARTMENTS AT KANNAPOLIS	APF2008-00119	C. JASON MC ARTHUR	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Inactive	Multi Family		580	0	580	2/2/2007			134.56	67.28	89.9	291.74	134.56	67.28	89.9	291.74
Concord	CRESCENT CIRCLE @ CONCORD MILLS	APF2008-00060	JACK SIDARI	Cox Mill High School	Harris Road Middle School	Carl A Furr Elementary School		Closed-Built Out	Multi Family	7/6/2012	624	624	0	1/16/2007			144.768	72.384	96.72	313.872	0	0	0	0
Kannapolis	CRESCENT RESOURCES AT KANNAPOLIS SINGLE FAMILY	APF2013-00012	CRESENT RESOURCES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Inactive	Single Family		119	0	119	2/2/2007			45.696	22.967	30.464	99.127	45.696	22.967	30.464	99.127
Kannapolis	CRESCENT RESOURCES AT KANNAPOLIS TOWNHOMES	APF2013-00011	CRESENT RESOURCES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Inactive	Townhouse		145	0	145	2/2/2007			20.01	10.005	13.34	43.355	20.01	10.005	13.34	43.355
Concord	CRYSTAL CREEK PHASE 2	APF2009-00010	CRYSTAL CREEK	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Void	Single Family		226	0	226	12/31/2013			86.784	43.618	57.856	188.258	86.784	43.618	57.856	188.258
Concord	DALTON WOODS	APF2017-00043	CHRIS MCINTYRE	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Pending	Single Family		26	0	26				0	0	0	0	6.032	3.016	4.03	13.078
Concord	Davco Multi-family Project	APF2010-00008	Jeff Carpenter	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School		Withdrawn	Multi Family		336	0	336				77.952	38.976	52.08	169.008	77.952	38.976	52.08	169.008
Concord	DAVIDSON VILLAGES	APF2018-00015	SUSHANTH CHARABUDDI	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Pending	Single Family		61	0	61				0	0	0	0	14.152	7.076	9.455	30.683
Harrisburg	DAVIS CREEK	APF2017-00047	ANDREW STRONG	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Pending	Single Family		48	0	48				0	0	0	0	11.136	5.568	7.44	24.144
Midland	DEER RUN	APF2008-00181	David Eudy	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Active (plattng & permitting)	Single Family	6/8/2017	59	24	35	6/3/2008	12/31/2012		22.656	11.387	15.104	49.147	13.44	6.755	8.96	29.155
Kannapolis	DEMONSTRATION PROJECT	APF2016-00027	CITY OF KANNAPOLIS					Pending	Multi Family	7/25/2017	0	280	-280				0	0	0	0	-64.96	-32.48	-43.4	-140.84
Concord	DILEEN DRIVE SUBDIVISION	APF2017-00031	BLUE PURE LIFE LLC	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Pending	Single Family		90	0	90				34.56	17.37	23.04	74.97	34.56	17.37	23.04	74.97
Concord	DOUGLAS AVENUE TOWNHOMES	APF2019-00003	DOOBAY SANGSTER	Concord High School	Concord Middle School	Coltrane-Webb Elementary School		Pending	Single Family		11	0	11				0	0	0	0	2.552	1.276	1.705	5.533
Harrisburg	DR HORTON LOWER ROCKY RIVER	APF2016-00010	DR HORTON	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Void	Single Family		458	0	458				175.872	88.394	117.248	381.514	175.872	88.394	117.248	381.514
Midland	EDEN ROCK	APF2008-00155	LEONARD STOGNER	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Void	Single Family	11/15/2006	5	5	0				1.92	0.965	1.28	4.165	0	0	0	0
Concord	EDISON SQUARE	APF2008-00183	Mike Shea	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Active (plattng & permitting)	Townhouse	5/8/2018	168	156	12	6/20/2006	3/18/2016		23.184	11.592	15.456	50.232	1.656	0.828	1.104	3.588
Harrisburg	ELLEDGE MOREHEAD ROAD SUBDIVISION	APF2016-00009	ELLEDGE JACK L	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Void	Single Family		181	0	181				69.504	34.933	46.336	150.773	69.504	34.933	46.336	150.773
Concord	ELLENWOOD CONCEPTUAL PLAN	APF2018-00007	PETE ELMER	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Sketch	Single Family		35	0	35				0	0	0	0	8.12	4.06	5.425	17.605
Kannapolis	ELOISE B FREEZE (ROWAN)	APF2018-00001	ELOISE B FREEZE	A L Brown High School	Kannapolis Middle School	Jackson Park Elementary School		Pending	Single Family		6	0	6				0	0	0	0	1.392	0.696	0.93	3.018
Concord	EMERY VILLAGE APARTMENTS	APF2018-00006	LOUKOS CHRISTOPHER A	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Pending	Single Family		90	0	90				0	0	0	0	20.88	10.44	13.95	45.27
Harrisburg	ESSEX HOMES	APF2017-00040	ESSEX HOMES	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Pending	Age Restricted		84	0	84				0	0	0	0	0	0	0	0
Concord	EUDY CONSTRUCTION	APF2017-00037	PHILIP EUDY	Concord High School	Concord Middle School	Weddington Hills Elementary School		Pending	Single Family		7	0	7				2.688	1.351	1.792	5.831	2.688	1.351	1.792	5.831
Harrisburg	FARMINGTON PATIO HOMES	APF2017-00011	ROCKY RIVER ROAD ASSOC LLC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Pending	Single Family		50	0	50				19.2	9.65	12.8	41.65	19.2	9.65	12.8	41.65
Harrisburg	FARMINGTON RIDGE	APF2008-00095	HINSHAW-PEARSON	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	9/27/2006	137	136	1	8/21/2001	1/1/2012		52.608	26.441	35.072	114.121	0.384	0.193	0.256	0.833
Harrisburg	FARMINGTON TOWNHOMES	APF2017-00010	ROCKY RIVER ROAD ASSOC LLC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Pending	Townhouse		190	0	190				26.22	13.11	17.48	56.81	26.22	13.11	17.48	56.81
Harrisburg	FENTON DELL	APF2008-00080	CF LITTLE DEVELOPMENT CORPORATION	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	1/10/2019	95	84	11	9/20/2004	5/15/2014		36.48	18.335	24.32	79.135	4.224	2.123	2.816	9.163
Harrisburg	FENTON DELL PHASES 2 & 3	APF2008-00173	Little	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Active Platting	Single Family	11/23/2015	55	2	53	9/20/2004	5/29/2016		21.12	10.615	14.08	45.815	20.352	10.229	13.568	44.149
Cabarrus County	FIELDSTONE SUBDIVISION	APF2008-00086	DAVID MCDONALD	Mt Pleasant High School	Mt Pleasant Middle School	All Lots Platted		Active Platting	Single Family	11/13/2018	108	57	51	1/20/2005			41.472	20.844	27.648	89.964	19.584	9.843	13.056	42.483
Kannapolis	Forest Park Crossing	APF2010-00005	Traci Dusenbury	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Kannapolis Intermediate School	Closed-Built Out	Multi Family	12/22/2010	56	56	0				12.992	6.496	8.68	28.168	0	0	0	0
Harrisburg	FOUNDERS RESERVE	APF2008-00131	PARK STONE WEST, LLC	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Active Platting	Single Family	4/17/2017	43	44	-1	5/20/2015			16.512	8.299	11.008	35.819	-0.384	-0.193	-0.256	-0.833
Harrisburg	FOUNDERS RESERVE PHASE 2	APF2014-00006	RYAND HOMES	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Active Building Permitting	Single Family	9/22/2016	15	7	8				5.76	2.895	3.84	12.495	3.072	1.544	2.048	6.664
Midland	FOX CREEK	APF2017-00001	B & C Land Holdings	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Active Platting	Single Family	12/12/2018	207	85	122				79.488	39.951	52.992	172.431	46.848	23.546	31.232	101.626
Harrisburg	FRANCES HAVEN	APF2008-00038	ALBIZA FORTUNE BUILDERS INC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		All Lots Platted	Single Family	10/10/2018	20	18	2	9/19/2006	1/1/2013		7.68	3.86	5.12	16.66	0.768	0.386	0.512	1.666
Cabarrus County	FRAZIER ACRES	APF2008-00156	JIMMY FRAZIER	Cox Mill High School	Harris Road Middle School	Charles A Boger Elementary School		Closed-Built Out	Single Family	8/20/2002	67	1	66				25.728	12.931	17.152	55.811	25.344	12.738	16.896	54.978
Concord	FULLERTON PLACE	APF2008-00052	LENNAR CAROLINAS, LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Active (plattng & permitting)	Single Family	2/4/2016	201	198	3	12/15/2005	5/17/2016		77.184	38.793	51.456	167.433	1.152	0.579	0.768	2.499
Cabarrus County	GLEN LAUREL	APF2008-00157	NO APPLICANT	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Active Building Permitting	Single Family	7/28/2014	260	5	255				99.84	50.18	66.56	216.58	97.92	49.215	65.28	212.415
Concord	GLENGROVE	APF2008-00050	UNKNOWN	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Closed-Built Out	Single Family	6/30/2014	325	198	127	6/8/2016			124.8	62.725	83.2	270.725	48.768	24.511	32.512	105.791
Concord	GRANARY OAKS	APF2017-00006	Rick Jasinski	Northwest Cabarrus High School	Harris Road Middle School	Cox Mill Elementary School		Pending	Single Family	5/7/2018	229	2	227				87.936	44.197	58.624	190.757	87.168	43.811	58.112	189.091
Kannapolis	Grand Sabana	APF2008-00184	Ejlali Hamid	A L Brown High School	Kannapolis Middle School	Jackson Park Elementary School	Kannapolis Intermediate School	Closed-Built Out	Single Family	12/19/2007	5	5	0				1.92	0.965	1.28	4.165	0	0	0	0
Harrisburg	GRANTHAM	APF2015-00001	SOUTH CABARRUS CORPORATION	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Active (plattng & permitting)	Single Family	1/15/2019	275	61	214				105.6	53.075	70.4	229.075	82.176	41.302	54.784	178.262
Mt. Pleasant	GREEN ACRES	APF2017-00030	GREEN ACRES REALTY LLC A NCLLC	Mt Pleasant High School	Mt Pleasant Middle School	W M Irvin Elementary School		Construction Drawing Review	Single Family		38	0	38				14.592	7.334	9.728	31.654	14.592	7.334	9.728	31.654
Concord	HACKBERRY PLACE	APF2008-00100	RICHARD GOODMAN	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School		Active Building Permitting	Single Family	6/13/2014	64	46	18	10/19/2004			24.576	12.352	16.384	53.312	6.912	3.474	4.608	14.994
Concord	HALLSTEAD	APF2008-00113	CROSLAND LAND	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Approved	Single Family	2/5/2019	475	423	52	11/18/2004	12/31/2015		182.4	91.675	121.6	395.675	19.968	10.036	13.312	43.316
Cabarrus County	HAMILTON CREST	APF2008-00163	Terry Bluto	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Closed-Built Out	Single Family	7/16/2018	55	49	6	3/26/2001			21.12	10.615	14.08	45.815	2.304	1.158	1.536	4.998
Concord	Hampden Village	APF2008-00053	METRO DEVELOPMENT GROUP, LLC	Central Cabarrus High School	C C Griffin Middle School	Wolf Meadow Elementary School		Active (plattng & permitting)	Single Family	9/13/2017	193	173	20	12/15/2005	12/14/2014		61.374	26.827	23.932	112.133	7.68	3.86	5.12	16.66
Concord	HARRIS ROAD SINGLE FAMILY ATTACHED SUBDIVISION	APF2017-00036	DONALD EDWARD	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Pending	Townhouse		90	0	90				12.42	6.21	8.28	26.91	12.42	6.21	8.28	26.91
Harrisburg	HARRISBURG HEIGHTS	APF2015-00006	LAMBERT RHONDA A	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Void	Age Restricted		62	0	62				0	0	0	0	0	0	0	0
Harrisburg	Harrisburg Town Center	APF2008-00165	J&B Development Management, Inc.	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Closed-Built Out	Townhouse	9/12/2005	243	315	-72	9/15/2007			33.534	16.767	22.356	72.657	-9.936	-4.968	-6.624	-21.528
Harrisburg	HARRISBURG VILLAGE SINGLE FAMILY	APF2016-00003	LAMBERT RHONDA A	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Construction Drawing Review	Single Family		51	0	51				19.584	9.843	13.056	42.843	19.584	9.843	13.056	42.843
Harrisburg	HARRISBURG VILLAGE TOWNHOMES	APF2016-00002	LAMBERT RHONDA A	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Construction Drawing Review	Townhouse		207	0	207				28.566	14.283	19.044	61.893	28.566	14.283	19.044	61.893
Concord	HAVEN AT ROCKY RIVER	APF2015-00009	LICARI JOHN MARSHALL	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Pending	Single Family		140	0	140				53.76	27.02	35.84	116.62	53.76	27.02	35.84	116.62
Concord	HAVENBROOK	APF2008-00046	unknown	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Closed-Built Out	Single Family	9/4/2007	225	224	1				86.4	43.425	57.6	187.425	0.384	0.193	0.256	0.833
Cabarrus County	Hawick Commons	APF2008-00166	The Mulvaney Group Ltd.	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Closed-Built Out	Single Family	12/12/2006	162	86	76				62.208	31.266	41.472	134.946	29.184	14.668	19.456	63.308
Cabarrus County	HAWKS RIDGE	APF2008-00055	Randal Scribner	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Expired	Single Family		164	0	1											

Kannapolis	KELLSWATER BRIDGE	APF2008-00117	L-STAR	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Active (plating & permitting)	Single Family	2/7/2019	960	357	603	10/27/2011	10/27/2026	368.64	185.28	245.76	799.68	231.552	116.379	154.368	502.299
Harrisburg	KENSINGTON FOREST	APF2008-00102	NIBLOCK DEVELOPMENT CORP	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School	Active Building Permitting	Single Family	8/7/2018	188	184	4	1/14/2006	12/17/2013	72.192	36.284	48.128	156.604	1.536	0.772	1.024	3.332
Concord	KING'S GRANT MIXED USE	APF2017-00017	PALISADES PROPERTIES INC	Cox Mill High School	Cox Mill High School	Carl A Furr Elementary School	Void	Single Family		0	0	0			0	0	0	0	0	0	0	0
Harrisburg	LANDON	APF2008-00129	KIM LOCATIS	Jay M Robinson High School	J N Fries Middle School	Pitt School Road Elementary School	Void	Townhouse		109	0	109	3/20/2006	3/20/2012	15.042	7.521	10.028	32.591	15.042	7.521	10.028	32.591
Concord	LANSTONE	APF2008-00093	UNKNOWN	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Closed-Built Out	Single Family	10/12/2015	39	35	4			14.976	7.527	9.984	32.487	1.536	0.772	1.024	3.332
Concord	LANTANA	APF2015-00004	RANKIN KIRKSEY C	Harris Road High School	Cox Mill High School	Cox Mill Elementary School	Pending	Single Family	1/15/2019	88	22	66			33.972	16.984	22.528	73.304	25.344	12.738	16.896	54.978
Concord	LAUREL PARK	APF2008-00099	NIBLOCK DEVELOPMENT CORP	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School	Active Building Permitting	Single Family	12/12/2018	709	689	20		12/31/2015	272.256	136.837	181.504	590.597	7.68	3.86	5.12	16.66
Concord	LAUREL PARK PHASE 3	APF2008-00098	NIBLOCK DEVELOPMENT CORP	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School	Void	Single Family		15	0	15			5.76	2.895	3.84	12.495	5.76	2.895	3.84	12.495
Concord	LAUREL PARK PHASES 4-6	APF2008-00097	UNKNOWN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School	Void	Single Family	2/11/2014	257	2	255	3/15/2005	5/15/2012	98.688	49.601	65.792	214.081	97.92	49.215	65.28	212.415
Concord	LEGACY APARTMENTS	APF2014-00011	COBLE FAMILY FARM LTD PTRNSHIP	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School	Active Building Permitting	Multi Family	3/27/2015	344	332	12			79.808	39.904	53.32	173.032	2.784	1.392	1.86	6.036
Harrisburg	LITCHFIELD VILLAGE	APF2008-00125	LENNAR COMMUNITIES OF CHARLOTTE, IN	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Closed-Built Out	Single Family	12/12/2011	150	161	-11	1/18/2005	9/14/2013	57.6	28.95	38.4	124.95	-4.224	-2.123	-2.816	-9.163
Concord	LITTLE TEXAS, LLC	APF2008-00175	Matthew P. Jones	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Pending	Single Family		224	0	224			86.016	43.232	57.344	186.592	86.016	43.232	57.344	186.592
Harrisburg	LOWER ROCKY RIVER ROAD	APF2018-00031	GROUP	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Pending	Single Family		230	0	230			88.32	44.39	58.88	191.59	88.32	44.39	58.88	191.59
Concord	LUCKY DRIVE SITE	APF2018-00032	EDDIE MOORE	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Pending	Single Family		0	0	0			0	0	0	0	0	0	0	0
Concord	Lymere Subdivision	APF2016-00017	OXFORD LAND SALES INC	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Pending	Single Family		117	0	117			44.928	22.581	29.952	97.461	44.928	22.581	29.952	97.461
Concord	MAGNOLIA CROSSING	APF2008-00079	UNKNOWN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Closed-Built Out	Single Family	6/26/2018	44	32	12	5/12/2005	12/31/2013	13.992	6.116	5.456	25.564	4.608	2.316	3.072	9.996
Harrisburg	MAGNOLIA SPRINGS	APF2008-00128	SATURDAY INVESTMENTS, LLC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Closed-Built Out	Single Family	4/14/2008	190	190	0	6/19/2003	6/26/2012	72.96	36.67	48.64	158.27	0	0	0	0
Kannapolis	MALLARD POINTE ESTATES	APF2014-00016	UNKNOWN	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	All Lots Platted	Single Family	7/28/2016	215	158	57			82.56	41.495	55.04	179.095	21.888	11.001	14.592	47.481
Kannapolis	MANCHESTER PLACE	APF2013-00010	DANNY G BOST LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Closed-Built Out	Single Family	5/31/2007	162	86	76			62.208	31.266	41.472	134.946	29.184	14.668	19.456	63.308
Harrisburg	MANOR RIDGE	APF2008-00176	Michael Nicosia, PE	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School	Void	Single Family		300	0	300	11/20/2007	10/4/2015	115.2	57.9	76.8	249.9	115.2	57.9	76.8	249.9
Concord	MARDAN X LLC	APF2008-00169	Mark McCormick	Concord High School	Concord Middle School	Weddington Hills Elementary School	Expired	Multi Family		168	0	168			38.976	19.488	26.04	84.504	38.976	19.488	26.04	84.504
Concord	MCGRAW PROPERTY	APF2008-00064	UNKNOWN	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	In Progress	Single Family		54	0	54	10/16/2007	10/16/2015	20.736	10.422	13.824	44.982	20.736	10.422	13.824	44.982
Kannapolis	MEADOW CREEK APARTMENTS	APF2008-00116	FLORIAN GHITAS	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Closed-Built Out	Multi Family	8/25/2008	14	14	0	6/26/2008		3.248	1.624	2.17	7.042	0	0	0	0
Lucust	MEADOW CREEK VILLAGE	APF2013-00009	RL REGI NORTH CAROLINA LLC	Mt Pleasant High School	Mt Pleasant Middle School	A T Allen Elementary School	Active Building Permitting	Single Family	12/2/2016	140	104	36			53.76	27.02	35.84	116.62	13.824	6.948	9.216	29.988
Concord	MEETING STREET HOMES PHASE 2	APF2018-00024	AMICUS	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Pending	Townhouse		66	0	66			9.108	4.554	6.072	19.734	9.108	4.554	6.072	19.734
Concord	MEETING STREET HOMES PHASE 3	APF2018-00025	AMICUS	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Pending	Townhouse		66	0	66			9.108	4.554	6.072	19.734	9.108	4.554	6.072	19.734
Concord	MEETING STRET HOMES PHASE 1	APF2018-00023	AMICUS	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Pending	Multi Family		296	0	296			68.672	34.336	45.88	148.888	68.672	34.336	45.88	148.888
Concord	MERIDIAN	APF2008-00081	GUADALUPE JAVIER ZANDATE	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School	Active Building Permitting	Single Family	1/25/2017	16	17	-1	9/19/2006		6.144	3.088	4.096	13.328	-0.384	-0.193	-0.256	-0.833
Kannapolis	MILLBROOKE	APF2008-00114	GANDY COMMUNITIES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Inactive	Single Family		128	0	128	4/6/2008	4/6/2012	49.152	24.704	32.768	106.624	49.152	24.704	32.768	106.624
Kannapolis	MILLBROOKE	APF2014-00015	GANDY COMMUNITIES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Void	Single Family		131	0	131	4/6/2008		50.304	25.283	33.536	109.123	50.304	25.283	33.536	109.123
Cabarrus County	MOORECREST	APF2008-00110	Dockside Development	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Closed-Built Out	Single Family	6/14/2006	92	93	-1	1/27/2003		35.328	17.756	23.552	76.636	-0.384	-0.193	-0.256	-0.833
Kannapolis	MOOSE MEADOWS (ROWAN COUNTY)	APF2017-00002	TIMOTHY TALLENT	A L Brown High School	Kannapolis Middle School	Jackson Park Elementary School	Pending	Single Family		45	0	45			17.28	8.685	11.52	37.485	17.28	8.685	11.52	37.485
Concord	MOSS CREEK	APF2008-00083	ROBERT W. BURKETT	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Closed-Built Out	Single Family	3/20/2012	1400	1205	195	1/20/2000		537.6	270.2	358.4	1166.2	74.88	37.635	49.92	162.435
Concord	MOSS CREEK PUD SINGLE FAMILY	APF2018-00029	MARK SWARTZ	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Pending	Single Family		203	0	203			77.952	39.179	51.968	169.099	77.952	39.179	51.968	169.099
Concord	MOSS CREEK PUD TOWNHOMES	APF2018-00028	MARK SWARTZ	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Pending	Townhouse		131	0	131			18.078	9.039	12.052	39.169	18.078	9.039	12.052	39.169
Concord	MOSS CREEK TOWNHOMES	APF2008-00103	J & B DEVELOPMENT AND MANAGEMENT, INC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Pending	Townhouse		88	0	88	1/20/2000		12.006	6.003	8.004	26.013	12.144	6.072	8.096	26.312
Cabarrus County	MOUNT OLIVE ESTATES	APF2008-00146	Bryant Parnell	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School	Closed-Built Out	Single Family	7/6/2006	10	11	-1	1/28/2002		3.84	1.93	2.56	8.33	-0.384	-0.193	-0.256	-0.833
Concord	MOUNTAIN BROOK PHASE 6	APF2008-00084	MDP CUSTOM HOMES, INC	Concord High School	Concord Middle School	W M Irvin Elementary School	Expired	Single Family	1/31/2019	8	4	4	12/12/2006		3.072	1.544	2.048	6.664	1.536	0.772	1.024	3.332
Concord	MOUNTAIN LAUREL	APF2008-00096	BEAZER HOMES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School	Closed-Built Out	Single Family	9/9/2013	76	78	-2	10/19/2004		29.184	14.668	19.456	63.308	-0.768	-0.386	-0.512	-1.666
Mt. Pleasant	NEW LIFE DEVELOPERS PROPERTY	APF2018-00018	MEL THOMPSON	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School	Pending	Single Family		10	0	10			0	0	0	2.32	1.16	1.55	5.03	
Kannapolis	NEWMAN MANOR	APF2008-00145	J&E Land Holding Company	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	All Lots Platted	Single Family	4/28/2008	29	14	15	8/10/2005	4/25/2012	11.136	5.597	7.424	24.157	5.76	2.895	3.84	12.495
Concord	NIBLOCK EVA DRIVE	APF2017-00044	NIBLOCK	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Pending	Single Family		0	0	0			0	0	0	0	0	0	0	0
Concord	Niblock Farms	APF2014-00008	Niblock Farms LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Void	Single Family		381	0	381			146.304	73.533	97.536	317.373	146.304	73.533	97.536	317.373
Concord	ODELL CORNER	APF2016-00014	UNICA U B O	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Pending	Townhouse		84	0	84			11.592	5.796	7.728	25.116	11.592	5.796	7.728	25.116
Cabarrus County	ODELL PLACE	APF2008-00144	Howard R Hurlocker	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Closed-Built Out	Single Family	8/21/2007	5	12	-7	1/15/2004		1.92	0.965	1.28	4.165	-2.688	-1.351	-1.792	-5.831
Concord	OLD HOLLAND APARTMENTS	APF2016-00020	OLD HOLLAND ROAD LLC	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Pending	Multi Family		328	0	328			76.096	38.048	50.84	164.984	76.096	38.048	50.84	164.984
Cabarrus County	OLIVE WOODS	APF2010-00006	EMILY R CLINE	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School	All Lots Platted	Single Family	2/28/2018	5	4	1	10/21/2010	12/31/2012	1.92	0.965	1.28	4.165	0.384	0.193	0.256	0.833
Concord	OXFORD COMMONS	APF2008-00085	FRANK STRAZULLA, PORTRAIT HOMES	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Active Building Permitting	Townhouse	10/15/2007	105	86	19	4/18/2006	12/31/2013	14.49	7.245	9.66	31.395	2.622	1.311	1.748	5.681
Cabarrus County	PARK CREEK	APF2013-00002	Keith Wayne	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	All Lots Platted	Single Family	11/14/2018	198	62	136			76.032	38.214	50.688	164.934	52.224	26.248	34.816	113.288
Cabarrus County	PARK CREEK PHASE 3	APF2008-00034	CARL ANDERSON	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Expired	Single Family		45	0	45	11/20/2008	12/31/2013	17.28	8.685	11.52	37.485	17.28	8.685	11.52	37.485
Concord	PARK PLACE	APF2008-00059	Craft Development	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	Approved	Single Family	5/3/2016	131	133	-2	1/27/2003	12/31/2011	50.304	25.283	33.536	109.123	-0.768	-0.386	-0.512	-1.666
Cabarrus County	Parkland Ventures MHP	APF2017-00020	FUTURE MHC NC LLC	Mt Pleasant High School	Mt Pleasant Middle School	A T Allen Elementary School	Pending	Single Family		90	0	90			34.56	17.37	23.04	74.97	34.56	17.37	23.04	74.97
Concord	PARKSIDE AT SKYBROOK VILLAGE	APF2008-00067	SKYBOOK, LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Active Platting	Single Family	8/23/2018	50	45	5	1/16/2007	1/17/2016	19.2	9.65	12.8	41.65	1.92	0.965	1.28	4.165
Concord	PARKSIDE AT SKYBROOK VILLAGE	APF2018-00011	SKYBROOK LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Pending	Single Family	8/23/2018	50	45	5			19.2	9.65	12.8	41.65	1.92	0.965	1.28	4.165
Concord	PARKVIEW ESTATES	APF2009-00005	Real Value Development Inc.	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	In Progress	Single Family	8/31/2016	195	31	164		7/15/2016	74.88	37.635	49.92	162.435	62.976	31.652	41.984	136.612
Kannapolis	PARKWAY COMMONS	APF2008-00107	AMERICAN DEVELOPMENT INDUSTRIES																			

Concord	RIVERWALK	APF2008-00044	unknown	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Closed-Built Out	Single Family	5/23/2014	488	528	-40				187.392	94.184	124.928	406.504	-15.36	-7.72	-10.24	-33.32
Concord	ROBERTA RIDGE SUBDIVISION	APF2016-00007	BLACKWELDER FANNIE B	Central Cabarrus High School	C C Griffin Middle School	Wolf Meadow Elementary School	Active Platting	Single Family	1/25/2019	206	26	180				79.104	39.758	52.736	171.598	69.12	34.74	46.08	149.94
Concord	ROBERTA CROSSING	APF2014-00003	LIVE WELL HOMES	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Active Building Permitting	Single Family	7/27/2015	55	1	54		5/20/2016		21.12	10.615	14.08	45.815	20.736	10.422	13.824	44.982
Concord	ROBERTA MEADOWS	APF2008-00075	PITTS SCHOOL, LLC / TIM HUNTLEY	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Approved	Single Family	1/8/2019	33	22	11	6/20/2006	8/20/2012	12.672	6.369	8.448	27.489	4.224	2.123	2.816	9.163	
Concord	ROBERTA ROAD SUBDIVISION NORTH	APF2017-00041	BOYD STANLEY	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School	Pending	Single Family		115	0	115			44.16	22.195	29.44	95.795	44.16	22.195	29.44	95.795	
Concord	ROBERTA ROAD SUBDIVISION SOUTH	APF2017-00042	PULTE HOMES	Central Cabarrus High School	C C Griffin Middle School	Wolf Meadow Elementary School	Pending	Single Family		28	0	28			10.752	5.404	7.168	23.324	10.752	5.404	7.168	23.324	
Cabarrus County	ROCKY GLEN	APF2008-00077	RANDALL SCRIBNER	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	Expired	Single Family		49	0	49	7/19/2007	7/18/2013	18.816	9.457	12.544	40.817	18.816	9.457	12.544	40.817	
Cabarrus County	Rocky Meadows	APF2008-00164	Randy Humphrey and Associates	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	Closed-Built Out	Single Family	6/4/2004	142	144	-2	1/15/1999		54.528	27.406	36.352	118.286	-0.768	-0.386	-0.512	-1.666	
Cabarrus County	ROCKY RIVER ESTATES PH 1	APF2017-00005	DEVELOPMENT SOLUTIONS GROUP	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	Pending	Single Family		56	0	56			21.504	10.808	14.336	46.648	21.504	10.808	14.336	46.648	
Kannapolis	Rogers Lake Road Townhomes	APF2017-00021	JOURNEY CAPITAL LLC	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Pending	Townhouse		0	0	0			0	0	0	0	0	0	0	0	
Kannapolis	ROY CHATHAM MINOR SUBDIVISION	APF2017-00022	ROY CHATHAM	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School	Pending	Townhouse		8	0	8			0	0	0	0	1.856	0.928	1.24	4.024	
Cabarrus County	ROYSCROFT	APF2008-00073	PROVIDENT DEVELOPMENT GROUP	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Active Platting	Single Family		0	0	0	3/15/2007	3/14/2013	144	72.375	96	312.375	0	0	0	0	
Cabarrus County	RUSTIC CANYON	APF2008-00063	SHEA HOMES	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	In Progress	Single Family		595	0	595	6/21/2007	6/20/2013	228.48	114.835	152.32	495.635	228.48	114.835	152.32	495.635	
Midland	SADDLEBROOK	APF2008-00133	LANDCRAFT	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Closed-Built Out	Single Family	5/8/2018	168	183	-15	3/13/2007	5/13/2017	64.512	32.424	43.008	139.944	-5.76	-2.895	-3.84	-12.495	
Concord	Salisbury Trace at Branchview Conditional Zoning	APF2016-00008	COPPERFIELD APTS/DARREN LUCAS	Concord High School	Concord Middle School	W M Irvin Elementary School	Withdrawn	Multi Family		424	0	424			98.368	49.184	65.72	213.272	98.368	49.184	65.72	213.272	
Kannapolis	SAMAUEL CRISP MINOR SUBDIVISION	APF2017-00023	SAMUEL CRISP	A L Brown High School		Jackson Park Elementary School	Kannapolis Intermediate School	Pending		8	0	8			0	0	0	0	1.856	0.928	1.24	4.024	
Concord	SANCTUARY CIDDLE CREEK	APF2014-00005	DUNCAN VIRGINIA C ESTATE	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Withdrawn	Multi Family	9/18/2017	62	1	61			14.384	7.192	9.61	31.186	14.152	7.076	9.455	30.683	
Concord	SAPPHIRE HILLS	APF2008-00045	JBC Development Concord, LLC	Concord High School	Concord High School	Weddington Hills Elementary School	Closed-Built Out	Townhouse	8/12/2010	60	54	6	5/16/2006	7/13/2013	8.28	4.14	5.52	17.94	0.828	0.414	0.552	1.794	
Concord	SAVANNAH COMMONS	APF2008-00049	LANDMARK DEVELOPMENT VENTURES, LLC	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Active Building Permitting	Single Family	8/27/2013	28	29	-1	12/21/2004		10.752	5.404	7.168	23.324	-0.384	-0.193	-0.256	-0.833	
Concord	SETTLERS LANDING TOWNHOMES	APF2008-00179	Coddle Creek Development Group, LLC	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Active (platting & permitting)	Townhouse	11/21/2017	116	125	-9	1/15/2008	3/29/2015	16.008	8.004	10.672	34.684	-1.242	-0.621	-0.828	-2.691	
Kannapolis	SETTLERS RIDGE	APF2008-00108	Craft/CP Morgan	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Wincoff Elementary School	All Lots Platted	Single Family	1/14/2011	150	138	12	1/7/2004		57.6	28.95	38.4	124.95	4.608	2.316	3.072	9.996	
Kannapolis	SHERWOOD DEVELOPMENT	APF2018-00014	BLOC DESIGN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Pending	Single Family		91	0	91			0	0	0	0	21.112	10.556	14.105	45.773	
Kannapolis	SHILOH VILLAGE	APF2008-00071	SHILOH RIDGE DEVELOPMENT, LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Closed-Built Out	Single Family	5/25/2011	30	30	0	6/19/2006		11.52	5.79	7.68	24.99	0	0	0	0	
Locust	Signature Development	APF2009-00007	Chris Hunter	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Pending	Single Family		70	0	70	1/8/2008		26.88	13.51	17.92	58.31	26.88	13.51	17.92	58.31	
Cabarrus County	SKYBROOK	APF2008-00104	MVC, LLC/Bryan Properties	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Closed-Built Out	Single Family	2/23/2018	254	388	-134	12/17/1998		97.536	49.022	65.024	211.582	-51.456	-25.862	-34.304	-111.622	
Cabarrus County	SKYBROOK APARTMENTS	APF2017-00014	JIM GRDICH	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Issued	Multi Family	4/6/2017	268	280	-12			62.716	31.088	41.54	134.804	-2.784	-1.392	-1.86	-6.036	
Mt. Pleasant	SKYLAND SUBDIVISION	APF2018-00017	RONALD BURRAGE	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School	Pending	Single Family		16	0	16			0	0	0	0	3.712	1.856	2.48	8.048	
Kannapolis	SOUTH VILLAGE SINGLE FAMILY	APF2009-00001	Richard McGinnis	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School	Inactive	Single Family		15	0	15		8/8/2012	5.76	2.895	3.84	12.495	5.76	2.895	3.84	12.495	
Kannapolis	SOUTH VILLAGE TOWNHOMES	APF2009-00002	Richard McGinnis	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School	Inactive	Townhouse		145	0	145		8/8/2012	20.01	10.005	13.34	43.355	20.01	10.005	13.34	43.355	
Concord	ST ANDREWS PHASE 7	APF2008-00105	Danny Bost T.W.L.S. Inc.	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Approved	Single Family	12/30/2014	32	5	27	11/19/2001		12.288	6.176	8.192	26.656	10.368	5.211	6.912	22.491	
Cabarrus County	ST ANDREWS PLACE	APF2013-00003	twis, inc	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Closed-Built Out	Single Family	3/21/2014	516	238	278			198.144	99.588	132.096	429.828	106.752	53.654	71.168	231.574	
Cabarrus County	St. Andrews Phase 7	APF2008-00171	Danny Bost	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Void	Single Family		35	0	35			13.44	6.755	8.96	29.155	13.44	6.755	8.96	29.155	
Harrisburg	STALLINGS FARM	APF2008-00037	JOE M STALLINGS ET. AL	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Closed-Built Out	Single Family	12/29/2014	21	48	-27		4/18/2004	8.064	4.053	5.376	17.493	-10.368	-5.211	-6.912	-22.491	
Harrisburg	STALLINGS FARM PHASE 5	APF2008-00126	VERNON BURRIS	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Closed-Built Out	Single Family	7/31/2013	35	26	9	6/21/2004	12/22/2007	13.44	6.755	8.96	29.155	3.456	1.737	2.304	7.497	
Cabarrus County	STALLINGS GLEN	APF2010-00004	CHRISTOPHER PROPERTIES	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Closed-Built Out	Single Family	7/27/2007	29	66	-37			11.136	5.597	7.424	24.157	-14.208	-7.141	-9.472	-30.821	
Harrisburg	STALLINGS ROAD SUBDIVISION	APF2018-00013	ROBERT W NIXON	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Pending	Single Family		191	0	191			73.344	36.863	48.896	159.103	73.344	36.863	48.896	159.103	
Concord	STILLWATER	APF2008-00048	BRIAN LAYTON & JAMES D. LINKER	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Beverly Hills Elementary School	Void	Single Family		6	0	6	2/20/2007	2/20/2013	2.304	1.158	1.536	4.998	2.304	1.158	1.536	4.998	
Kannapolis	STONEWOOD TOWNHOMES	APF2017-00035	COLE JENEST & STONE	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Pending	Townhouse		22	0	22			3.036	1.518	2.024	6.578	3.036	1.518	2.024	6.578	
Cabarrus County	SUGAR HILL SUBDIVISION	APF2014-00010	JBR CUSTOM HOMES INC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	In Progress	Single Family		9	0	9	11/12/2014	11/12/2016	3.456	1.737	2.304	7.497	3.456	1.737	2.304	7.497	
Kannapolis	Summers Walk	APF2009-00006	FC SUMMERS WALK LLC A NC LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	In Progress	Single Family		99	0	99	12/7/2014		38.016	19.107	25.344	82.467	38.016	19.107	25.344	82.467	
Cabarrus County	THE BLUFFS AT MILL BRIDGE	APF2008-00076	HARTSELL BROTHERS	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	All Lots Platted	Single Family	11/7/2018	20	9	11	5/18/2006	5/17/2012	7.68	3.86	5.12	16.66	4.224	2.123	2.816	9.163	
Cabarrus County	THE ENCLAVE AT TIMBER RIDGE	APF2008-00109	Metrolina Development Corp.	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	All Lots Platted	Single Family	12/27/2018	21	12	9	8/18/2005		8.064	4.053	5.376	17.493	3.456	1.737	2.304	7.497	
Kannapolis	THE FALLS (ROWAN COUNTY)	APF2017-00004	B & C LAND HOLDINGS	A L Brown High School	Kannapolis Middle School	Jackson Park Elementary School	Active (platting & permitting)	Single Family	12/3/2018	203	82	121			77.952	39.179	51.968	169.099	46.464	23.353	30.976	100.793	
Kannapolis	The Farm at Riverpointe	APF2008-00152	Wayne Patrick Holdings, LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Active (platting & permitting)	Single Family	4/13/2016	805	438	367	10/18/1999	1/21/2016	309.12	155.365	206.08	670.585	140.928	70.831	93.952	305.711	
Kannapolis	THE GRAND	APF2008-00112	MCCLAIN, BARR & ASSOCIATES, SCOTT NEELY AND STEVE	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Closed-Built Out	Multi Family	1/30/2009	240	258	-18	2/7/2007		55.68	27.84	37.2	120.72	-4.176	-2.088	-2.79	-9.054	
Kannapolis	The Meadows	APF2009-00008	Todd Meckley	A L Brown High School	Kannapolis Middle School	Woodrow Wilson Elementary School	Kannapolis Intermediate School	Void		0	0	0			0	0	0	0	0	0	0	0	
Concord	THE MILLS AT ROCKY RIVER - MULTIFAMILY	APF2019-00001	NICK PARKER	Central Cabarrus High School	C C Griffin Middle School	Patriots Elementary School	Pending	Multi Family	8/24/2015	300	8	292			69.6	34.8	46.5	150.9	67.744	33.872	45.26	146.876	
Concord	THE MILLS AT ROCKY RIVER - TOWNHOMES	APF2019-00002	NICK PARKER	Central Cabarrus High School	C C Griffin Middle School	Patriots Elementary School	Pending	Townhouse		125	0	125			17.25	8.625	11.5	37.375	17.25	8.625	11.5	37.375	
Concord	THE MILLS AT ROCKY RIVER MULTI FAMILY UNITS	APF2010-00003	Grace Development LLC	Central Cabarrus High School	C C Griffin Middle School	Patriots Elementary School	Active (platting & permitting)	Multi Family	4/15/2014	347	2	345		7/12/2016	80.504	40.252	53.785	174.541	80.04	40.02	53.475	173.535	
Concord	THE MILLS AT ROCKY RIVER SINGLE FAMILY UNITS	APF2008-00151	Grace Development LLC	Central Cabarrus High School	C C Griffin Middle School	Patriots Elementary School	Active (platting & permitting)	Single Family	1/31/2019	853	626	227	12/15/2005	7/12/2016	327.552	164.629	218.368	710.549	87.168	43.811	58.112	189.091	
Concord	THE OAKS AT STEPHENS PLACE	APF2010-00007	JOHN FALKENBURY	Concord High School	Concord Middle School	Coltrane-Webb Elementary School	Void			0	0	0			0	0	0	0	0	0	0	0	
Cabarrus County	THE POINTE AT SAINT ANDREWS	APF2008-00068	DANNY G BOST	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Closed-Built Out	Single Family	6/3/2013	42	43	-1	1/18/2007	1/17/2013	16.128	8.106	10.752	34.986	-0.384	-0.193	-0.256	-0.833	
Kannapolis	THE RESERVE AT GRACE'S POINT	APF2016-00025	EARNHARDT INTERCHANGE	Concord High School	Concord Middle School	Royal Oaks Elementary School	Pending	Multi Family		200	0	200			46.4	23.2	31	100.6	46.4	23.2	31	100.6	
Concord	THE SEASONS AT POPLAR TENT	APF2015-00002	PANARA JAYSUKHAL V	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School	Active Building Permitting	Multi Family	11/21/2016	264	144	120			61.248	30.624	40.92	132.792	27.84	13.92	18.6	60.36	
Harrisburg	THE SLOOP ESTATES AT ROCKY RIVER CROSSING	APF2008-00123	MILDRED S. McMANUS	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School	Closed-Built Out	Single Family		16	0	16		5/22/2005	6.144	3.088	4.096	13.328	6.144	3.088	4.096	13.328	
Concord	THE STATION AT POPLAR TENT	APF2008-00182																					

Concord	VILLAS AT WINECOFF	APF2008-00043	Danny Bost	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Expired	Single Family	5/26/2017	99	85	14	3/15/2005	12/31/2013	38,016	19,107	25,344	82,467	5,376	2,702	3,584	11,662
Concord	WALLACE MEADOWS TOWNHOMES	APF2018-00008	PETE ELMER	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Pending			98	0	98			0	0	0	0	22,736	11,368	15,19	49,294
Kannapolis	WATERFORD ON THE ROCKY RIVER	APF2008-00066	Justin E Kies	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Active (plating & permitting)	Single Family	1/4/2018	278	246	32	4/21/2005	10/1/2016	106,752	53,654	71,168	231,574	12,288	6,176	8,192	26,656
Concord	Waterstone at Weddington Apartments	APF2008-00137	Brian Kaiser	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Closed-Built Out	Multi Family	1/17/2013	412	476	-64	11/21/2006		61.8	22.66	29,664	114,124	-14,848	-7,424	-9,92	-32,192
Concord	WEDDINGTON ROAD SITE MATTAMY HOMES	APF2015-00005	MATTAMY HOMES	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Pending	Single Family		281	0	281			107,904	54,233	71,936	234,073	107,904	54,233	71,936	234,073
Concord	WEDDINGTON ROAD TRACT	APF2017-00045	SCOTT KIGER	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Pending			268	0	268			0	0	0	0	62,176	31,088	41,54	134,804
Kannapolis	WELLINGTON CHASE	APF2008-00061	PARKER AND ORLEANS HOMEBUILDERS	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Active (plating & permitting)	Single Family	10/13/2017	349	366	-17	9/29/2005	5/22/2016	134,016	67,357	89,344	290,717	-6,528	-3,281	-4,352	-14,161
Kannapolis	WELLINGTON GARDENS	APF2013-00013	REA VENTURE GROUP	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Inactive	Multi Family		72	0	72	5/1/2013		16,704	8,352	11,16	36,216	16,704	8,352	11,16	36,216
Concord	Wellspring Village Retirement Community	APF2008-00177	Crosland Homes	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Age Restricted Development	Age Restricted	11/12/2008	52	8	44	3/20/2008	12/31/2013	0	0	0	0	0	0	0	0
Kannapolis	WEST G STREET	APF2018-00002	LONG RANGE DEVELOPMENT & PROPERTIES	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School	Pending			4	0	4			0	0	0	0	0,928	0,464	0,62	2,012
Kannapolis	WEST OAKS PHASE 2	APF2008-00111	Brandon Little & Stephen Wasserman	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Expired	Single Family	2/3/2017	13	1	12	9/23/2008	9/14/2012	4,992	2,509	3,328	10,829	4,608	2,316	3,072	9,996
Concord	Wexford Pointe Apartments	APF2009-00012	Cathy Connors	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Closed-Built Out	Multi Family	5/6/2010	106	106	0	12/15/2009		24,592	12,296	16,43	53,318	0	0	0	0
Kannapolis	WIGHTMAN OAKS	APF2008-00031	WIGHTMAN HOMES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Expired	Townhouse	7/21/2017	13	10	3	1/24/2008		1,794	0,897	1,196	3,887	0,414	0,207	0,276	0,897
Kannapolis	WILDWOOD RIDGE	APF2014-00019	OAKMONT HOMES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Active (plating & permitting)	Single Family	11/2/2012	39	21	18	5/5/2004		14,976	7,527	9,984	32,487	6,912	3,474	4,608	14,994
Concord	WINDING WALK	APF2008-00092	Shea Homes	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Closed-Built Out	Single Family	10/16/2014	472	482	-10	7/13/2003	6/20/2013	181,248	91,096	120,832	393,176	-3,84	-1,93	-2,56	-8,33
Kannapolis	WINDSOR	APF2013-00005	KANNAPOLIS REAL ESTATE	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Expired	Single Family	10/24/2018	98	34	64			37,632	18,914	25,088	81,634	24,576	12,352	16,384	53,312
Kannapolis	WINDSOR PHASE IIB	APF2013-00004	KANNAPOLIS REAL ESTATE	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Void			0	0	0			0	0	0	0	0	0	0	0
Concord	WINECOFF SCHOOL ROAD PROJECT	APF2018-00010	CHRIS TODD	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Void			117	0	117			0	0	0	0	27,144	13,572	18,135	58,851
Concord	WINECOFF SCHOOL ROAD/TIMMONS GROUP	APF2018-00009	AMERICAN SOUTH MGMNT LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Pending	Townhouse		117	0	117			16,146	8,073	10,764	34,983	16,146	8,073	10,764	34,983
Kannapolis	WISPERING WINDS	APF2014-00021	UNKNOWN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Closed-Built Out	Single Family	10/23/2008	36	33	3	9/8/2000		13,824	6,948	9,216	29,988	1,152	0,579	0,768	2,499
Concord	WOODBRIDGE AT ZEMOSA	APF2008-00090	NIBLOCK DEVELOPMENT CORP.	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	In Progress	Single Family	10/5/2018	50	17	33	5/15/2007	3/15/2015	19,2	9,65	12,8	41,65	12,672	6,369	8,448	27,489
Midland	WYNDHAM ESTATES	APF2008-00135	SCOTT COLLINS	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Closed-Built Out	Single Family	9/18/2017	30	21	9	11/20/2007		11,52	5,79	7,68	24,99	3,456	1,737	2,304	7,497
Midland	WYNDHAM FOREST	APF2017-00024	DEPENDABLE DEVELOPMENT INC	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Pending	Single Family	10/19/2018	30	29	1			11,52	5,79	7,68	24,99	0,384	0,193	0,256	0,833
Concord	YATES MEADOW	APF2008-00088	YATES MEADOW	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Closed-Built Out	Single Family	10/1/2013	220	147	73			84,48	42,46	56,32	183,26	28,032	14,089	18,688	60,809
Concord	ZION CHURCH ROAD SINGLE FAMILY CONCEPT	APF2018-00027	JEREMY HORTON	A L Brown High School	C C Griffin Middle School	A T Allen Elementary School	Pending	Single Family		222	0	222			85,248	42,846	56,832	184,926	85,248	42,846	56,832	184,926
Concord	ZION CHURCH ROAD SITE	APF2018-00020	MATT MANDLE	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Pending	Single Family		116	0	116			44,544	22,388	29,696	96,628	44,544	22,388	29,696	96,628
Concord	ZION CHURCH ROAD TOWNHOME CONCEPT	APF2018-00026	JEREMY HORTON	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Pending	Townhouse		153	0	153			21,114	10,557	14,076	45,747	21,114	10,557	14,076	45,747
										50414	23042	28,321			16121.81	8067.8	10659.52	34662.13	8365.11	4198.529	5579.324	18142.963

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

February 18, 2019
6:30 PM

AGENDA CATEGORY:

Reports

SUBJECT:

EDC - January 2019 Monthly Summary Report

BRIEF SUMMARY:

The Cabarrus Economic Development Corporation (EDC) provides monthly updates on the local economic and industry activities in the form of the included report.

REQUESTED ACTION:

For informational purposes. No action required.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Robert J. Carney, Jr., EDC

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- Report



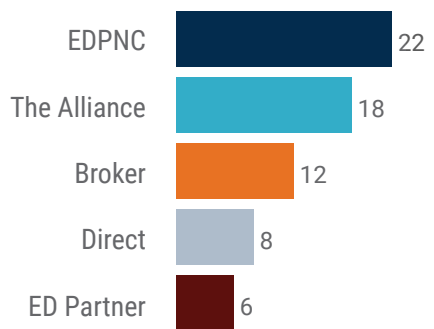
The EDC received 8 new RFIs (requests for information) in January. The EDC submitted sites/buildings for 7 of the new requests. There were 2 client site visits in January.



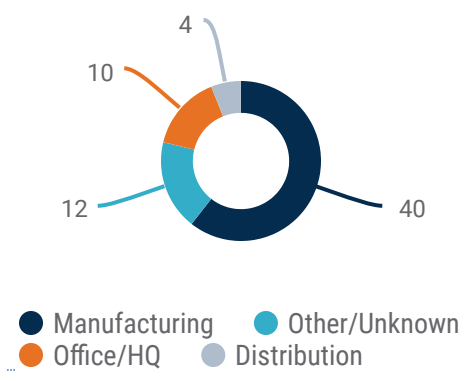
Other Project Activity Stats



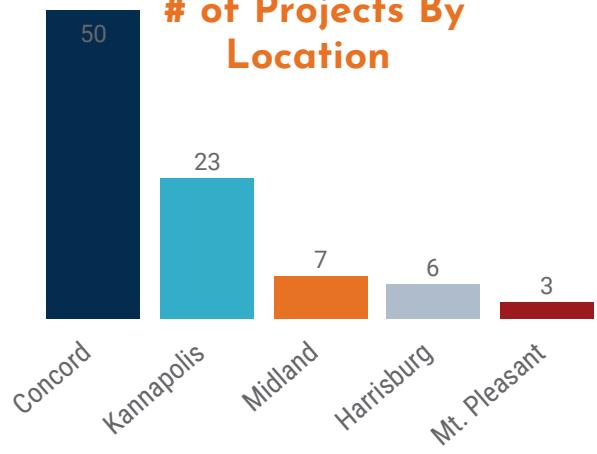
Projects By Source



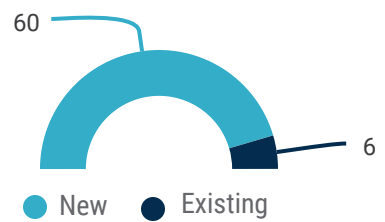
Projects By Industry



of Projects By Location



Projects By Type



226

average jobs per project



117K

average square feet per project



24%

of Cabarrus EDC's projects involve companies outside of the U.S.



72M

average investment per project



45

average acres per project



CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

February 18, 2019
6:30 PM

AGENDA CATEGORY:

Reports

SUBJECT:

Finance - Monthly Financial Update

BRIEF SUMMARY:

The County Manager requested monthly reports from Finance displaying relevant information regarding the year-to-date budget.

REQUESTED ACTION:

For informational purposes. No action required.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS:

- Report

Cabarrus County, North Carolina
General Fund
Statement of Revenues and Expenditures - Budget and Actual
As of January 31, 2019

	Budgeted Amounts		Actual Amounts	Encumbrances*	Variance with	% Collected
	Original	Final			Final Budget	or Used
REVENUES						
Ad Valorem Taxes & Interest	\$ 164,527,608	\$ 164,527,608	\$ 124,306,498	\$ -	\$ (40,221,110)	75.6%
Other Taxes	48,153,664	48,153,664	21,514,350	-	(26,639,314)	44.7%
Intergovernmental Revenues	19,961,943	20,659,067	9,134,757	-	(11,524,310)	44.2%
Permits and Fees	6,968,899	6,980,899	4,025,091	-	(2,955,808)	57.7%
Sales and Services	13,003,406	13,023,406	6,963,926	-	(6,059,480)	53.5%
Investment Earnings	500,000	500,000	854,138	-	354,138	170.8%
Miscellaneous/Other Finance Sources	2,487,452	18,567,759	1,716,469	-	(16,851,290)	9.2%
TOTAL REVENUES	\$ 255,602,972	\$ 272,412,403	\$ 168,515,229	\$ -	\$ (103,897,174)	61.9%
EXPENDITURES						
GENERAL GOVERNMENT						
Board of Commissioners	\$ 1,028,431	\$ 1,028,847	\$ 513,056	\$ -	\$ 515,791	49.9%
County Manager	1,235,915	1,237,812	705,589	131	532,092	57.0%
Communications	609,270	624,956	353,260	10,487	261,209	58.2%
Human Resources	925,571	931,592	534,446	2,230	394,916	57.6%
Tax Collector	1,020,561	1,020,803	577,950	-	442,853	56.6%
Tax Administration	2,365,082	2,366,475	1,325,940	412	1,040,123	56.0%
Board of Elections	942,029	942,888	521,511	4,959	416,418	55.8%
Register of Deeds	598,090	598,605	371,639	-	226,966	62.1%
Finance	1,107,848	1,121,861	568,818	26,000	527,043	53.0%
Information Technology	5,656,068	6,177,311	3,435,019	577,503	2,164,789	65.0%
Non-departmental*	2,201,067	1,959,552	402,036	391,906	1,165,610	40.5%
Infrastructure & Asset Management						
Grounds Maintenance	1,955,910	1,999,221	921,060	404,080	674,081	66.3%
Administration	1,827,680	1,831,873	1,058,745	24,400	748,728	59.1%
Sign Maintenance	177,084	171,584	84,507	8,678	78,399	54.3%
Building Maintenance	2,910,781	3,230,317	1,573,022	634,207	1,023,088	68.3%
Facility Services	1,644,258	1,650,397	867,452	97,502	685,443	58.5%
Fleet Maintenance	541,669	737,632	532,639	8,523	196,470	73.4%
Contribution to Other Funds	759,500	13,745,471	1,441,729	-	12,303,742	10.5%
Total General Government	\$ 27,506,814	\$ 41,377,197	\$ 15,788,418	\$ 2,191,018	\$ 23,397,761	43.5%
PUBLIC SAFETY						
Sheriff						
Administration & Operations	\$ 14,432,595	\$ 14,658,900	\$ 7,957,349	\$ 594,601	\$ 6,106,950	58.3%
Jail	11,902,468	12,022,441	6,893,060	644,894	4,484,487	62.7%
Animal Control	829,418	839,607	521,549	13,785	304,273	63.8%
Animal Shelter	474,833	508,343	276,413	800	231,130	54.5%
Courts Maintenance	266,084	259,643	111,622	11,116	136,905	47.3%
Construction Standards	2,538,548	2,582,727	1,455,121	20,231	1,107,375	57.1%
Emergency Management	300,724	315,610	173,692	5,003	136,915	56.6%
Fire Department	1,052,317	1,052,691	605,297	135,985	311,409	70.4%
Emergency Medical Services	9,567,367	9,606,375	5,628,690	113,858	3,863,827	59.8%
Other Public Safety*	1,918,300	2,682,443	1,655,607	321,185	705,651	73.7%
Total Public Safety	\$ 43,282,654	\$ 44,528,780	\$ 25,278,400	\$ 1,861,458	\$ 17,388,922	60.9%

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Cabarrus County, North Carolina
General Fund
Statement of Revenues and Expenditures - Budget and Actual
As of January 31, 2019

	Budgeted Amounts		Actual Amounts	Encumbrances*	Variance with	% Collected
	Original	Final			Final Budget	
ECONOMIC & PHYSICAL DEVELOPMENT						
Planning & Development						
Planning	\$ 583,093	\$ 596,591	\$ 350,138	\$ -	\$ 246,453	58.7%
Community Development	587,131	657,509	301,269	2,491	353,749	46.2%
Soil & Water Conservation	244,647	246,315	119,969	5,431	120,915	50.9%
Zoning Administration	231,482	231,482	137,894	272	93,316	59.7%
Economic Development Corporation	391,621	397,282	201,264	-	196,018	50.7%
Economic Development Incentives	941,000	1,342,000	21,000	-	1,321,000	1.6%
Other Economic & Physical Development*	1,978,054	1,977,429	342,248	178,333	1,456,848	26.3%
Total Economic & Physical Development	\$ 4,957,028	\$ 5,448,608	\$ 1,473,782	\$ 186,527	\$ 3,788,299	30.5%
ENVIRONMENTAL PROTECTION						
Waste Reduction	\$ 558,791	\$ 625,201	\$ 243,569	\$ 137,585	\$ 244,047	61.0%
Total Environmental Protection	\$ 558,791	\$ 625,201	\$ 243,569	\$ 137,585	\$ 244,047	61.0%
HUMAN SERVICES						
Veterans Services	\$ 282,963	\$ 283,109	\$ 162,586	\$ -	\$ 120,523	57.4%
Cooperative Extension	396,767	417,705	227,577	2,353	187,775	55.0%
Human Services						
Administration	4,020,929	4,222,793	2,273,833	262,534	1,686,426	60.1%
Economic Family Support Services	2,228,093	2,566,161	1,423,236	-	1,142,925	55.5%
Transportation	2,084,628	2,472,417	1,301,562	277,492	893,363	63.9%
Child Welfare	8,558,218	8,587,089	4,582,189	138,548	3,866,352	55.0%
Child Support Services	1,853,387	1,855,168	1,059,288	8,935	786,945	57.6%
Economic Services	8,397,953	8,215,894	4,604,817	-	3,611,077	56.0%
Adult and Family Services	1,863,897	1,865,521	1,091,785	17,789	755,947	59.5%
Nutrition	501,737	509,050	213,644	153,334	142,072	72.1%
Senior Services	678,270	706,845	346,322	164,909	195,614	72.3%
Other Human Services*	7,927,028	7,927,028	4,976,425	2,904,955	45,648	99.4%
Total Human Services	\$ 38,793,870	\$ 39,628,780	\$ 22,263,264	\$ 3,930,849	\$ 13,434,667	66.1%
EDUCATION						
Cabarrus County Schools Operating	\$ 66,890,757	\$ 66,890,757	\$ 44,487,833	\$ -	\$ 22,402,924	66.5%
Kannapolis City Schools Operating	8,544,460	8,544,460	5,851,352	-	2,693,108	68.5%
RCCC Operating	2,930,215	2,930,215	1,953,472	-	976,743	66.7%
Cabarrus County Schools Capital	1,056,324	1,162,724	1,062,616	12,104	88,004	92.4%
Kannapolis City Schools Capital	108,832	193,834	190,888	2,946	-	100.0%
RCCC Capital	-	30,000	30,000	-	-	100.0%
Other Education*	118,241	118,241	78,824	22,753	16,664	85.9%
Total Education	\$ 79,648,829	\$ 79,870,231	\$ 53,654,985	\$ 37,803	\$ 26,177,443	67.2%
CULTURE & RECREATION						
Active Living & Parks						
Parks	\$ 1,610,641	\$ 1,656,031	\$ 937,992	\$ 76,810	\$ 641,229	61.3%
Senior Centers	712,467	711,718	330,946	17,698	363,074	49.0%
Library System	3,370,284	3,410,263	1,909,742	124,960	1,375,561	59.7%
Other Cultural & Recreation*	26,000	26,000	26,000	87,500	(87,500)	436.5%
Total Culture & Recreation	\$ 5,719,392	\$ 5,804,012	\$ 3,204,680	\$ 306,968	\$ 2,292,364	60.5%
DEBT SERVICE						
Schools	\$ 45,589,826	\$ 45,583,826	\$ 15,694,234	\$ 339,100	\$ 29,550,492	35.2%
Other	9,545,768	9,545,768	4,680,025	91,465	4,774,278	50.0%
Total Debt Service	\$ 55,135,594	\$ 55,129,594	\$ 20,374,259	\$ 430,565	\$ 34,324,770	37.7%
TOTAL EXPENDITURES	\$ 255,602,972	\$ 272,412,403	\$ 142,281,357	\$ 9,082,773	\$ 121,048,273	55.6%
Excess (deficiency) of revenues over (under) expenditures	\$ -	\$ -	\$ 26,233,872	\$ (9,082,773)	\$ 17,151,099	

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Cabarrus County, North Carolina
General Fund
Statement of Revenues and Expenditures - Budget and Actual
As of January 31, 2019

	Budgeted Amounts		Actual Amounts	Encumbrances*	Variance with Final Budget	% Collected or Used
	Original	Final				
Arena and Events Center						
REVENUES						
Sales and Services	\$ 594,000	\$ 594,000	\$ 350,286	\$ -	\$ (243,714)	59.0%
Investment Earnings	4,156	4,156	17,985	-	13,829	432.7%
Miscellaneous/Other Finance Sources	1,050,500	1,129,993	967,378	-	(162,615)	85.6%
Total Arena and Events Center Fund	\$ 1,648,656	\$ 1,728,149	\$ 1,335,649	\$ -	\$ (392,500)	77.3%
EXPENDITURES						
Arena and Events Center	\$ 1,039,500	\$ 1,112,993	\$ 620,430	\$ 372,000	\$ 120,563	89.2%
County Fair	609,156	615,156	425,433	15,543	174,180	71.7%
Total Arena and Events Center Fund	\$ 1,648,656	\$ 1,728,149	\$ 1,045,863	\$ 387,543	\$ 294,743	82.9%
Landfill Fund						
REVENUES						
Intergovernmental Revenues	\$ 40,000	\$ 40,000	\$ 12,376	\$ -	\$ (27,624)	30.9%
Permits and Fees	147,181	147,181	57,947	-	(89,234)	39.4%
Sales and Services	947,000	972,000	666,501	-	(305,499)	68.6%
Investment Earnings	38,390	38,390	63,410	-	25,020	165.2%
Other Finance Sources	-	36,575	-	-	(36,575)	0.0%
Total Landfill Fund	\$ 1,172,571	\$ 1,234,146	\$ 800,234	\$ -	\$ (433,912)	64.8%
EXPENDITURES						
Landfill Operations	\$ 1,172,571	\$ 1,234,146	\$ 433,476	\$ 83,911	\$ 716,759	41.9%
Total Landfill Fund	\$ 1,172,571	\$ 1,234,146	\$ 433,476	\$ 83,911	\$ 716,759	41.9%
911 Emergency Telephone Fund						
REVENUES						
Intergovernmental Revenues	\$ 789,364	\$ 789,364	\$ 354,582	\$ -	\$ (434,782)	44.9%
Investment Earnings	1,500	1,500	5,774	-	4,274	384.9%
Other Finance Sources	-	151,000	-	-	(151,000)	0.0%
Total 911 Emergency Telephone Fund	\$ 790,864	\$ 941,864	\$ 360,356	\$ -	\$ (581,508)	38.26%
EXPENDITURES						
Operations	\$ 731,338	\$ 882,338	\$ 209,446	\$ 329,075	\$ 343,817	61.0%
Debt Service	59,526	59,526	59,526	-	-	100.0%
Total 911 Emergency Telephone Fund	\$ 790,864	\$ 941,864	\$ 268,972	\$ 329,075	\$ 343,817	63.5%
Self-Insured Funds						
REVENUES						
Sales and Services	\$ 13,428,190	\$ 13,428,190	\$ 7,066,180	\$ -	\$ (6,362,010)	52.6%
Investment Earnings	45,000	45,000	123,572	-	78,572	274.6%
Miscellaneous	80,000	100,000	133,630	-	33,630	133.6%
Other Finance Sources	-	9,200	-	-	(9,200)	0.0%
Total Self-Insured Funds	\$ 13,553,190	\$ 13,582,390	\$ 7,323,382	\$ -	\$ (6,259,008)	53.9%
EXPENDITURES						
Workers Compensation Insurance	\$ 1,284,715	\$ 1,284,715	\$ 703,934	\$ 6,280	\$ 574,501	55.3%
Liability Insurance	973,000	993,000	708,953	-	284,047	71.4%
Dental Insurance	435,000	435,000	243,675	-	191,325	56.0%
Hospitalization Insurance	10,860,475	10,869,675	5,192,655	804,674	4,872,346	55.2%
Total Self-Insured Funds	\$ 13,553,190	\$ 13,582,390	\$ 6,849,217	\$ 810,954	\$ 5,922,219	56.4%

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Cabarrus County, North Carolina
 General Fund
 Statement of Revenues and Expenditures - Budget and Actual
 As of January 31, 2019

	Budgeted Amounts		Actual Amounts	Encumbrances*	Variance with Final Budget	% Collected or Used
	Original	Final				
Fire Districts Fund						
REVENUES						
Ad Valorem Taxes	\$ 4,522,362	\$ 4,522,362	\$ 3,421,581	\$ -	\$ (1,100,781)	75.7%
<i>Total Fire Districts Fund</i>	<u>\$ 4,522,362</u>	<u>\$ 4,522,362</u>	<u>\$ 3,421,581</u>	<u>\$ -</u>	<u>\$ (1,100,781)</u>	<u>75.7%</u>
EXPENDITURES						
Fire Districts	\$ 4,522,362	\$ 4,522,362	\$ 3,421,581	\$ -	\$ 1,100,781	75.7%
<i>Total Fire Districts Fund</i>	<u>\$ 4,522,362</u>	<u>\$ 4,522,362</u>	<u>\$ 3,421,581</u>	<u>\$ -</u>	<u>\$ 1,100,781</u>	<u>75.7%</u>
TOTAL REVENUES	<u>\$ 21,687,643</u>	<u>\$ 22,008,911</u>	<u>\$ 13,241,202</u>	<u>\$ -</u>	<u>\$ (8,767,709)</u>	<u>60.2%</u>
TOTAL EXPENDITURES	<u>\$ 21,687,643</u>	<u>\$ 22,008,911</u>	<u>\$ 12,019,109</u>	<u>\$ 1,611,483</u>	<u>\$ 8,378,319</u>	<u>61.9%</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,222,093</u>	<u>\$ (1,611,483)</u>	<u>\$ (389,390)</u>	

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CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

February 18, 2019
6:30 PM

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation and Personnel Matters

BRIEF SUMMARY:

A closed session is needed to discuss matters related to pending litigation and personnel matters as authorized by NCGS 143-318.11(a)(3) and (6).

REQUESTED ACTION:

Motion to go into closed session to discuss matters related to pending litigation and personnel matters as authorized by NCGS 143-318.11(a)(3) and (6).

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
