



CABARRUS COUNTY BOARD OF COMMISSIONERS

**WORK SESSION
FEBRUARY 6, 2017
4:00 P.M.**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA – CHAIRMAN

2.1 Including Changes to the Agenda Pg. 96

3. DISCUSSION ITEMS – NO ACTION

- 3.1 Infrastructure and Asset Management - Courthouse Master Plan Update Pg. 2
- 3.2 Cardinal Innovations Healthcare Solutions - FY 2017 Semi-Annual Report Pg. 28
- 3.3 DHS - Community Child Protection Team Annual Report Pg. 37
- 3.4 BOC – NCACC Video Update Pg. 97

4. DISCUSSION ITEMS FOR ACTION AT FEBRUARY 20, 2017 MEETING

- 4.1 CCS - Funding Request for Contingency to Cover Start-Up Costs for the Mount Pleasant Middle School Project Pg. 55
- 4.2 CCS - Funding Request for Royal Oaks Elementary School Pg. 58
- 4.3 KCS - Request for Capital Allotment to Cover Increased Costs of Charter School Students and Funding Loss Due to Statutory ADM Allocation Change Pg. 61
- 4.4 KCS - Funding Request for Contingency to Cover Two Change Orders for the Kannapolis Middle School Construction Project Pg. 64
- 4.5 KCS - Funding Request for Renovations to Convert Kannapolis Intermediate School to Carver Elementary School Pg. 69
- 4.6 County Manager - Transfer of Cabarrus Business & Technology Center Property Pg. 75
- 4.7 Planning and Development - Community Development Request to Submit Grant Applications Pg. 89

5. APPROVAL OF REGULAR MEETING AGENDA Pg. 91

6. CLOSED SESSION

- 6.1 Closed Session - Pending Litigation, Economic Development and Acquisition of Real Estate Pg. 95

7. ADJOURN



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

FEBRUARY 6, 2017
4:00 P.M.

AGENDA CATEGORY

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Courthouse Master Plan Update

BRIEF SUMMARY:

Provide an update on the Courthouse master plan which is currently in the final stages of completion.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations
Dan Mace, Moseley Architects

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Summary](#)
 - ☐ [First Floor Plan](#)
 - ☐ [Second Floor Plan](#)
 - ☐ [Third Floor Plan](#)
 - ☐ [Basement Floor Plan](#)
-

CABARRUS COUNTY COURTHOUSE SPACE NEEDS

SUMMARY

FUNCTION/DEPARTMENT	CURRENT*		2016**		2020		2030		2036		REMARKS
	STAFF	NSF	STAFF	NSF	STAFF	NSF	STAFF	NSF	STAFF	NSF	
Clerk of Court	61	15,243	61	24,330	71	26,611	86	28,939	90	29,925	
Community Corrections	50	10,456	50	12,660	56	13,634	63	14,630	68	15,582	
DHS Attorney	0	58	0	416	0	416	0	416	0	416	
District Attorney	23	4,927	23	8,016	28	9,258	34	10,379	43	11,756	
District Court	9	12,778	9	33,077	11	38,837	13	43,205	15	48,905	
Guardian Ad Litem	3	2,594	0	0	0	0	0	0	0	0	moving out of courthouse
Information Technology	0	525	0	480	0	480	0	480	0	480	
Infrastructure and Asset Management	6	806	6	2,376	7	2,382	7	2,502	8	2,628	
Juvenile Probation	9	1,263	9	3,791	11	4,236	13	4,716	14	4,959	
Mediation	9	651	9	2,618	12	3,339	15	3,892	17	4,257	
Register of Deeds***	8	6,530	8	6,102	9	6,202	10	6,302	12	6,502	
Shared Space/ General Storage	0	2,341	0	4,100	0	4,100	0	4,100	0	4,100	
Sheriff's Court Security	0	925	16	3,787	18	3,794	25	3,817	25	3,817	
Superior Court	6	9,346	6	22,682	6	22,752	7	22,896	9	27,804	
TOTAL STAFF	173		197		229		273		301		
TOTAL NET SQUARE FEET		61,913		124,435		136,041		146,273		161,129	
Gross area conversion factor	67%	30,847	70%	53,329	70%	58,303	70%	62,688	70%	69,055	
TOTAL BUILDING GROSS SQUARE FEET	92,760		177,765		194,344		208,961		230,185		

* CURRENT indicates the department's current staff and the amount of net square feet (NSF) currently occupied by the department in the existing facility.

** 2016 indicates the amount of net square feet needed to meet current space needs based on appropriate space standards. The difference between CURRENT and 2016 is the current deficit or excess of space for the department.

*** Register of Deeds is not currently located in courthouse, therefore is not included in CURRENT totals

CABARRUS COUNTY COURTHOUSE SPACE NEEDS

CLERK OF COURT - ADMIN, ESTATES & SPECIAL PROCEEDINGS

SPACE NEEDED

DESCRIPTION	SPACE	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT
	CODE	EACH								
STAFF OFFICES / WORKSTATIONS										
Clerk of Court	po8	350	1	350	1	350	1	350	1	350
Assistant Clerk / Attorney	po5	200	1	200	1	200	1	200	1	200
Assistant Clerk / Supervisor	po3	150	2	300	2	300	3	450	3	450
Estate deputies	po3	150	2	300	3	450	3	450	5	750
Deputy Clerk - Public Counter	ws2	48	2	96	3	144	3	144	3	144
Deputy Clerk	ws3	64	4	256	4	256	5	320	5	320
TOTAL STAFF			12		14		16		18	
SUPPORT SPACE										
Public waiting area - 20 visitors	vis20	400	1	400	1	400	1	400	1	400
Public counter station	cs5	25	3	75	4	100	4	100	4	100
Public access computer	cs3	15	2	30	3	45	3	45	3	45
Public file review stations	car1	15	4	60	4	60	4	60	4	60
Conference/hearing room	cnf8	175	1	175	1	175	1	175	1	175
Vault	st1	25	1	25	1	25	1	25	1	25
Copier	cpy5	25	2	50	2	50	3	75	3	75
Fax	fax1	15	1	15	1	15	1	15	1	15
Guest staff workstation	ws1	36	1	36	1	36	1	36	1	36
Files	vert	10	8	80	10	100	10	100	10	100
Inactive files										
Clerk's courtroom		500	1	500	1	500	1	500	1	500
Inactive records storage			1	4,400	1	4,900	1	5,400	1	5,400
Mail distribution area	ws5	100	1	100	1	100	1	100	1	100
Mail room	wrk15	225	1	225	1	225	1	225	1	225
Scanning station	ws5	100	1	100	1	100	2	200	2	200
Office supply storage	st5	160	1	160	1	160	1	160	1	160
General Storage	st5	160	1	160	1	160	1	160	1	160
State computer equipment	st2	50	1	50	1	50	1	50	1	50
Microfilmer	wss	25								
Microfilm reader	wss	25	1	25	1	25	1	25	1	25
Break room/kitchen		300	1	300	1	300	1	300	1	300
Staff toilet - men	toil1	50	1	50	1	50	1	50	1	50
Staff toilet - women		250	1	250	1	250	1	250	1	250
Coat closet	st2	50	1	50	2	100	2	100	2	100
SUBTOTAL				8,818		9,626		10,465		10,765
INTERNAL CIRC. FACTOR			35%	3,086		3,369		3,663		3,768
TOTAL DEPT. NET SPACE REQUIRED				11,904		12,995		14,128		14,533

REMARKS

includes closet
with closet
four guest chairs
permanent workstation at counter

one per counter staff plus one additional

stations in each area

fireproof file cabinets are sufficient

for Social Services, District Attorney, Probation, etc.

see Department Wide/ Inactive records storage
seat 15 spectators
document imaging will limit growth &/or storage offsite
for entire Courthouse. Avoid disruption of Clerk's staff
postage meter, folding machine, worktable

supplies and bulk printer paper

in the office above
seat half of staff at each milestone

CABARRUS COUNTY COURTHOUSE SPACE NEEDS

CLERK OF COURT - BOOKKEEPING & CASHIERS

SPACE NEEDED

SPACE NEEDED			2016		2020		2030		2036		REMARKS
DESCRIPTION	SPACE CODE	SQ FT EACH	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	
STAFF OFFICES / WORKSTATIONS											
Supervisor	po3	150	1	150	1	150	1	150	1	150	
Bookkeeper	po3	150	1	150	1	150	1	150	1	150	
Bookkeeping staff	ws3	64	2	128	3	192	4	256	4	256	
Cashiers	ws2	48	3	144	4	192	6	288	6	288	permanent workstation at counter
TOTAL STAFF			7		9		12		12		
SUPPORT SPACE											
Public waiting area - 20 visitors	vis20	400	1	400	1	400	1	400	1	400	
Public counter station	cs5	25	4	100	5	125	7	175	7	175	one for each cashier plus one additional
Public counter station - exterior	cs5	25	2	50	2	50	2	50	2	50	walk up exterior window
Public access computer	cs3	15	2	30	2	30	2	30	2	30	
Form and check storage	st4	120	1	120	1	120	1	120	1	120	
Files	vert	10	15	150	18	180	18	180	18	180	
Inactive files							0		0		see Department Wide/ Inactive records storage
Copier	cpy5	25	1	25	1	25	1	25	1	25	
Printer	prn1	10	3	30	3	30	4	40	4	40	
Kitchenette	kit1	60	1	60	1	60	1	60	1	60	
Toilet room	toil1	50	1	50	1	50	1	50	1	50	needed if decentralized
Money counter		10	1	10	1	10	1	10	1	10	
Guest staff workstation	ws1	36	1	36	1	36	1	36	1	36	for Social Services, District Attorney, Probation, etc.
Secure area for deposit prep.	wrk10	100	1	100	1	100	1	100	1	100	can be area of workroom separate from other functions
Closet/safe	wrk10	100	1	100	1	100	1	100	1	100	safe in room
SUBTOTAL				1,833		2,000		2,220		2,220	
INTERNAL CIRC. FACTOR			35%	642		700		777		777	
TOTAL DEPT. NET SPACE REQUIRED				2,475		2,700		2,997		2,997	

CABARRUS COUNTY COURTHOUSE SPACE NEEDS

CLERK OF COURT - CIVIL			2016		2020		2030		2036		REMARKS
SPACE NEEDED			QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	
DESCRIPTION	SPACE CODE	SQ FT EACH									
STAFF OFFICES / WORKSTATIONS											
Assistant Clerk / Supervisor	po3	150	4	600	4	600	4	600	4	600	
Deputy Clerk - DSS Court	po2	120	1	120	2	240	2	240	2	240	
Deputy Clerk - Public Counter	ws2	48	3	144	4	192	4	192	4	192	permanent workstation at counter
Deputy Clerk	ws3	64	10	640	12	768	17	1,088	17	1,088	tracking caseload and population; domestic violence increase
TOTAL STAFF			18		22		27		27		
SUPPORT SPACE											
Public waiting area - 20 visitors	vis20	400	1	400	1	400	1	400	1	400	
Public counter	cs5	25	4	100	5	125	5	125	5	125	one per counter staff plus one additional
Public file review station	car1	15	4	60	4	60	4	60	4	60	in lobby
Public access computer station	car1	15	3	45	4	60	4	60	4	60	in lobby
Small claims review worktable	wrk1	25	1	25	1	25	1	25	2	50	in lobby
Conference/hearing room - seat 16	cnf16	300	1	300	1	300	1	300	1	300	could be downsized to seat 8 if co-located with other departments
Domestic Violence victims	po1	100	1	100	1	100	1	100	1	100	needs to be accessible from and near public waiting
Active records	vert	10	16	160	18	180	18	180	18	180	
Files	wall4	15	19	285	21	315	21	315	21	315	
Inactive files											see Department Wide/ Inactive records storage
Computer printout shelving	bk1	12	1	12	1	12	1	12	1	12	
Guest staff workstation	ws1	36	1	36	1	36	1	36	1	36	for Social Services, District Attorney, Probation, etc.
Kitchenette	kit1	60	1	60	1	60	1	60	1	60	not needed if colocated
Toilet room	toil1	50	1	50	1	50	1	50	1	50	not needed if colocated
Storage	st3	80	1	80	1	80	1	80	1	80	
Fax	fax1	15	1	15	1	15	1	15	1	15	
Copier	cpy5	25	1	25	2	50	2	50	3	75	
Printer	prn1	10	1	10	2	20	2	20	3	30	probably combined with copier in future
SUBTOTAL				3,267		3,688		4,008		4,068	
INTERNAL CIRC. FACTOR			35%	1,143		1,291		1,403		1,424	
TOTAL DEPT. NET SPACE REQUIRED				4,410		4,979		5,411		5,492	

CABARRUS COUNTY COURTHOUSE SPACE NEEDS

CLERK OF COURT - DISTRICT CRIMINAL										
SPACE NEEDED			2016		2020		2030		2036	
DESCRIPTION	SPACE CODE	SQ FT EACH	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT
STAFF OFFICES / WORKSTATIONS										
Assistant Clerk/Supervisor	po3	150	2	300	2	300	2	300	3	450
Deputy Clerk - Public Counter	ws2	48	4	192	4	192	4	192	4	192
Deputy Clerk	ws3	64	11	704	12	768	14	896	14	896
TOTAL STAFF			17		18		20		21	
SUPPORT SPACE										
Public waiting area - 20 visitors	vis20	400	1	400	1	400	1	400	1	400
Public counter station	cs5	25	5	125	5	125	5	125	5	125
Public access computer	cs3	15	3	45	3	45	3	45	3	45
Conference/hearing room	cnf8	175	1	175	1	175	1	175	1	175
Files	vert	10	25	250	27	270	27	270	27	270
Inactive files										
Guest staff workstation	ws1	36	1	36	1	36	1	36	2	72
Toilet	toil1	50	1	50	1	50	1	50	1	50
Kitchenette	kit1	60	1	60	1	60	1	60	1	60
Storage	st4	120	1	120	1	120	1	120	1	120
Copier	cpy5	25	1	25	1	25	2	50	2	50
Fax	fax1	15	1	15	1	15	1	15	1	15
Printer	prn1	10	1	10	2	20	2	20	3	30
SUBTOTAL				2,507		2,601		2,754		2,950
INTERNAL CIRC. FACTOR	35%			877		910		964		1,033
TOTAL DEPT. NET SPACE REQUIRED				3,384		3,511		3,718		3,983

REMARKS
permanent workstation at counter
see Department Wide/waiting
one per counter staff plus one additional
possibly can be consolidated with other stations
back of house, seat 8
records
see Department Wide/ Inactive records storage
for Social Services, District Attorney, Probation, etc.
combined equipment in the future

CABARRUS COUNTY COURTHOUSE SPACE NEEDS

CLERK OF COURT - SUPERIOR COURT										
SPACE NEEDED			2016		2020		2030		2036	
DESCRIPTION	SPACE CODE	SQ FT EACH	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT
STAFF OFFICES / WORKSTATIONS										
Assistant Clerk/Supervisor	po3	150	1	150	2	300	2	300	3	450
Deputy Clerks	ws3	64	3	192	3	192	6	384	6	384
Deputy Clerks - Public Counter	ws2	48	3	144	3	144	3	144	3	144
TOTAL STAFF			7		8		11		12	
SUPPORT SPACE										
Public waiting area - 6 visitors	vis6	120	1	120	1	120	1	120	1	120
Public counter station	cs5	25	4	100	4	100	4	100	4	100
Public access computer	cs3	15	2	30	2	30	2	30	2	30
Conference/hearing room	cnf8	175	1	175	1	175	1	175	1	175
Evidence storage	st4	120	1	120	1	120	1	120	1	120
Files	wall4	15	16	240	18	270	18	270	18	270
Files	vert	10	5	50	6	60	6	60	6	60
Inactive files										
Guest staff workstation	ws1	36	1	36	1	36	1	36	1	36
Toilet	toil1	50	1	50	1	50	1	50	1	50
Kitchenette	kit1	60	1	60	1	60	1	60	1	60
Storage	st3	80	1	80	1	80	1	80	1	80
Copier	cpy5	25	1	25	1	25	1	25	2	50
Fax	fax1	15	1	15	1	15	1	15	1	15
Printer	prn1	10	1	10	2	20	2	20	2	20
SUBTOTAL				1,597		1,797		1,989		2,164
INTERNAL CIRC. FACTOR			35%	559		629		696		757
TOTAL DEPT. NET SPACE REQUIRED				2,156		2,426		2,685		2,921
CLERK OF COURT - GRAND TOTAL										
TOTAL STAFF			61		71		86		90	
TOAL DEPT. NET SPACE REQUIRED				24,330		26,611		28,939		29,925

REMARKS
permanent workstation at counter
see Department Wide/waiting
may be able to share if located close by
shared by District Court Criminal and civil
records room
see Department Wide/ can be on different level
for Social Services, District Attorney, Probation, etc.
combined with copier in future

CABARRUS COUNTY COURTHOUSE SPACE NEEDS

COMMUNITY CORRECTIONS

SPACE NEEDED

DESCRIPTION	SPACE CODE	SQ FT EACH	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT
STAFF OFFICES / WORKSTATIONS										
Judicial District Manager	po5	200	1	200	1	200	1	200	1	200
Office Assistant IV	po2	120	1	120	1	120	1	120	1	120
Chief Probation Officer	po5	200	5	1,000	6	1,200	7	1,400	7	1,400
Lead JSC	po2	120	1	120	1	120	1	120	1	120
Probation & Parole Officers	po2	120	35	4,200	38	4,560	40	4,800	45	5,400
Field services specialist - trainer	ws3	64	1	64	1	64	1	64	1	64
Office Assistant III	ws3	64	1	64	1	64	2	128	2	128
Judicial Services Coord.	ws2	48	5	240	7	336	10	480	10	480
TOTAL STAFF			50		56		63		68	
SUPPORT SPACE										
Shared										
Visitor waiting - visitors 50		750	1	750	1	750	1	750	1	750
Visitor toilet	toil1	50	2	100	2	100	2	100	2	100
Public counter	ctr1	50	1	50	1	50	1	50	1	50
Public access computer	cs3	15	5	75	6	90	7	105	9	135
Conference room-seat 12	cnf12	260	2	520	2	520	2	520	2	520
Training / meeting room	tr5	750					0			
Refrigerator	frig	20	1	20	1	20	1	20	1	20
Storage	st4	120	1	120	1	120	1	120	1	120
Specimen collection toilet	toil1	50	1	50	1	50	1	50	1	50
Specimen testing area	st2	50	1	50	1	50	1	50	1	50
Files-closed file storage	vert	10	35	350	38	380	40	400	45	450
Staff Toilets	toil3	160	2	320	2	320	2	320	2	320
Staff lockers	lkr3	10	20	200	22	220	24	235	26	260
Staff lunch room w/ kitchen		300	1	300	1	300	1	300	1	300
Workroom	wrk15	225	1	225	1	225	1	225	1	225
Printers/copier	cpy5	25	3	75	3	75	4	100	4	100
Fax	fax1	15								
Shredder	psh	15	3	45	3	45	4	60	4	60
Bulk storage	st4	120	1	120	1	120	1	120	1	120
SUBTOTAL				9,378		10,099		10,837		11,542
INTERNAL CIRC. FACTOR			35%	3,282		3,535		3,793		4,040
TOTAL DEPT. NET SPACE REQUIRED				12,660		13,634		14,630		15,582

REMARKS

receptionist; secure behind glass
can share room

1 With Changing station
one ofc asst at counter
for initial client processing

see Other/Shared Space
secure specimen storage

urine samples from clients/with lab counter

moving to electronic files, file cabinet in ea PO office

2'x2', half height lockers

work table, equipment, mailboxes
distribute throughout office; 1 in workroom
included in workroom space

pallet of boxes, bulk storage of files and offices

CABARRUS COUNTY COURTHOUSE SPACE NEEDS

DHS ATTORNEY

SPACE NEEDED

DESCRIPTION	SPACE	SQ FT	2016		2020		2030		2036	
	CODE	EACH	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT
SUPPORT SPACE										
Child support hearings										
Agents workroom	cnf10	200	1	200	1	200	1	200	1	200
Office	po2	120	1	120	1	120	1	120	1	120
SUBTOTAL				320	320	320	320	320	320	320
INTERNAL CIRC. FACTOR		30%	96	96	96	96	96	96	96	96
TOTAL DEPT. NET SPACE REQUIRED			416	416	416	416	416	416	416	416

REMARKS

staff located in Kannapolis

once a week; utilize 30 of 125 spectator seats in District courtroom

back of house room, shared with asst district attorneys

secure office for agents to swab fathers for DNA

CABARRUS COUNTY COURTHOUSE SPACE NEEDS

DISTRICT ATTORNEY SPACE NEEDED			2016		2020		2030		2036		REMARKS
DESCRIPTION	SPACE CODE	SQ FT EACH	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	
STAFF OFFICES / WORKSTATIONS											
District Attorney	po7	300	1	300	1	300	1	300	1	300	includes private toilet
Assistant District Attorney	po3	150	10	1,500	14	2,100	18	2,700	20	3,000	
Administrative Assistant	po2	120	1	120	1	120	2	240	2	240	District Attorney's secretary
Investigator	po1	100	1	100	2	200	2	200	2	200	
Victim Witness	ws5	100	8	800	8	800	9	900	16	1,600	
Legal Assistant / Recept.	ws4	80	2	160	2	160	2	160	2	160	window to Visitor Waiting
TOTAL STAFF			23		28		34		43		
SUPPORT SPACE											
Customer counter	cs6	36	1	36	1	36	1	36	1	36	
Initial visitor waiting	vis15	300	1	300	1	300	1	300	1	300	one window; with public toilets
Secondary visitor waiting	vis12	240	1	240	1	240	1	240	1	240	separate from initial visitor waiting area; includes two work carrels
Child victim waiting	vis6	120	1	120	1	120	1	120	1	120	adjacent to Asst DA office
Victim toilet	toil1	50	1	50	1	50	1	50	1	50	
Files - centralized active	vert	10	4	40	5	50	6	60	8	80	
Files - inactive	wall4	15	14	210	16	240	16	240	16	240	
Files - inactive	vert	10	30	300	33	330	33	330	33	330	
Workroom	wrk18	324	1	324	1	324	1	324	1	324	document layout and assembly, etc.
Conference room-seat 6	cnf6	150	1	150	2	300	2	300	2	300	used daily.
Conference room-seat 10	cnf10	200	1	200	1	200	1	200	1	200	used daily.
Conference room-seat 20	cnf20	350	1	350	1	350	1	350	1	350	used daily.
Training Room											utilize training room under Shared Space
Fax/scanner	scn1	18	1	18	1	18	1	18	1	18	see Workroom
Large copier	cpy10	50	1	50	1	50	1	50	1	50	see Workroom
Break room		250	1	250	1	250	1	250	1	250	
Staff toilet - female	toil3	160	1	160	1	160	1	160	1	160	
Staff toilet - male	toil2	120	1	120	1	120	1	120	1	120	
Coat closet	clos2	20	2	40	2	40	2	40	2	40	
SUBTOTAL				5,938		6,858		7,688		8,708	
INTERNAL CIRC. FACTOR			35%	2,078		2,400		2,691		3,048	
TOTAL DEPT. NET SPACE REQUIRED				8,016		9,258		10,379		11,756	

DISTRICT COURT SPACE NEEDED			2016		2020		2030		2036		REMARKS
DESCRIPTION	SPACE CODE	SQ FT EACH	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	
STAFF OFFICES / WORKSTATIONS											
Judge's office	po8	350	6	2,100	7	2,450	8	2,800	9	3,150	includes private restroom and robe/coat closet
Judge's office - retired/ emergency		350		700		700		700		700	includes private restroom and robe/coat closet
Judicial Assistants	po1	100	2	200	3	300	3	300	4	400	1.75 actual Shared offices -sized per person
Court reporter	po2	120	1	120	1	120	2	240	2	240	fire proof storage in clerk's office
TOTAL STAFF			9		11		13		15		
SUPPORT SPACE											
Courtroom w jury - seat 150		2600	1	2,600	1	2,600	1	2,600	1	2,600	estimate based on 2016 stakeholder input
Courtroom w jury - seat 125		2600	1	2,600	1	2,600	1	2,600	1	2,600	estimate based on 2016 stakeholder input
Courtroom w jury - seat 75	crj2	2200	4	8,800	5	11,000	6	13,200	7	15,400	estimate based on 2016 stakeholder input
Courtroom waiting area	vis20	400	6	2,400	7	2,800	8	3,200	9	3,600	
Courtroom entry vestibule	crv	70	6	420	7	490	8	560	9	630	
Witness/attorney conf room	wit	120	12	1,440	14	1,680	16	1,920	18	2,160	two per courtroom
Judge's chambers	po3	150	6	900	7	1,050	8	1,200	9	1,350	adjacent to courtroom
Courtroom A/V closet	st1	25	3	75	4	100	4	100	5	125	one closet per 2 adjacent courtrooms.
District Attorney closet	clos2	20	6	120	7	140	8	160	9	180	for file and exhibit storage for multi-day trials
Evidence storage closet	clos2	20	6	120	7	140	8	160	9	180	COC
Fines station	ws4	80	3	240	4	320	4	320	5	400	clerk workstation serving two criminal courtrooms
Attorney-prisoner interv. booth	int1	70	6	420	7	490	8	560	9	630	one per courtroom
Prisoner holding cell	hc5	120	12	1,440	16	1,920	16	1,920	20	2,400	four per courtroom pair
Prisoner holding cell-vest.	vest	120	3	360	4	480	4	480	5	600	
Deputy workstation	wss	25	3	75	4	100	4	100	5	125	one per courtroom pair
Jury deliberation room	jur1	400	3	1,200	4	1,600	4	1,600	5	2,000	1:2 courtrooms. Includes juror's toilets and coffee niche; jury of 12
Jury assembly room											see Superior Court
Judge's visitor waiting	vis10	200	1	200	1	200	1	200	1	200	
Conference room - seat 20	cnf20	350	1	350	2	350	2	350	1	350	could be shared with Superior
Conference room - seat 10	cnf10	200	1	200	2	200	2	200	1	200	could be shared with Superior
Breakroom - seat 8	kit2	160	1	160	2	160	2	160	1	160	could be shared with Superior
Staff toilet	toil1	50	1	50	1	50	1	50	1	50	
Files-active	lat	12	2	24	2	24	2	24	2	24	
Files-inactive				200		200		200		200	
Visitor Toilet	toil1	50	1	50	2	100	2	100	2	100	
SUBTOTAL				27,564		32,364		36,004		40,754	
INTERNAL CIRC. FACTOR			20%	5,513		6,473		7,201		8,151	
TOTAL DEPT. NET SPACE REQUIRED				33,077		38,837		43,205		48,905	

CABARRUS COUNTY COURTHOUSE SPACE NEEDS

INFORMATION TECHNOLOGY										
SPACE NEEDED			2016		2020		2030		2036	
DESCRIPTION	SPACE CODE	SQ FT EACH	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT
SUPPORT SPACE										
Main telephone/data room	st5	160	1	160	1	160	1	160	1	160
Data equipment room	st2	50	3	150	3	150	3	150	3	150
Media room	wrk3	170	1	170	1	170	1	170	1	170
Courtroom A/V closet	st1	25								
SUBTOTAL				480		480		480		480
INTERNAL CIRC. FACTOR		N/A		0		0		0		0
TOTAL DEPT. NET SPACE REQUIRED				480		480		480		480
REMARKS										
minimum one per floor.										
area for media, with A/V conduit feeds from courtrooms										
see District and Superior Courts.										

CABARRUS COUNTY COURTHOUSE SPACE NEEDS

INFRASTRUCTURE AND ASSET MANAGEMENT

SPACE NEEDED

SPACE NEEDED			2016		2020		2030		2036		REMARKS
DESCRIPTION	SPACE CODE	SQ FT EACH	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	
STAFF OFFICES / WORKSTATIONS											
Custodial office	po2	120	1	120	1	120	1	120	1	120	
Custodial staff			5	0	6	0	6	0	7	0	no individual workspace required
TOTAL STAFF			6		7		7		8		
SUPPORT SPACE											
Custodial staff lockers	lkr1	5	6	30	7	35	7	35	8	40	full height locker 12" wide
Staff toilet rooms	toil1	50	1	50	1	50	1	50	1	50	off the locker room
Break / meeting room		300	1	300	1	300	1	300	1	300	ice machine, refrig, sink, drying rack
Building / custodial storage		300	1	300	1	300	1	400	1	400	custodial stock; near loading area
Maintenance storage	st8	300	1	300	1	300	1	300	1	400	attic stock
Custodial closet	st2	50	6	300	6	300	6	300	6	300	minimum one per floor, mop sink
Receiving and loading area		400	1	400	1	400	1	400	1	400	at-grade loading; vehicle ramp to depressed loading dock not req'd
Refuse area			1		1		1	0	1	0	included with receiving and loading
Recycling area		18	10	180	10	180	10	180	10	180	10 bins in open loading area under cover
SUBTOTAL				1,980		1,985		2,085		2,190	
INTERNAL CIRC. FACTOR			20%	396		397		417		438	
TOTAL DEPT. NET SPACE REQUIRED				2,376		2,382		2,502		2,628	

CABARRUS COUNTY COURTHOUSE SPACE NEEDS

JUVENILE PROBATION											
SPACE NEEDED			2016		2020		2030		2036		REMARKS
DESCRIPTION	SPACE CODE	SQ FT EACH	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	
STAFF OFFICES / WORKSTATIONS											
Chief Court Counselor	po5	200	1	200	1	200	1	200	1	200	
Court Counselor-Supervisor	po4	175	1	175	1	175	2	350	2	350	
Court Counselor	po3	150	4	600	6	900	7	1,050	8	1,200	
Juv. Crime Prev. Counselor	po3	150	2	300	2	300	2	300	2	300	grant positions, in field 50% of time
Office Assistant	po2	120	1	120	1	120	1	120	1	120	
TOTAL STAFF			9		11		13		14		
SUPPORT SPACE											
Visitor waiting	vis10	200	1	200	1	200	1	200	1	200	
Public counter	cs10	60	1	60	1	60	1	60	1	60	with glass
Specimen collection toilet	toil1	50	2	100	2	100	2	100	2	100	urine samples from clients/with lab counter within toilet
Specimen packaging area	ws2	48	1	48	1	48	1	48	1	48	
Conference room-seat 12	cnf12	260	1	260	1	260	1	260	1	260	
Storage	st3	80	1	80	1	80	1	80	1	80	office supplies
Data equipment	wrk2	80	1	80	1	80	1	80	1	80	
Break room	cnf6	150	1	150	1	150	1	150	1	150	
Staff Toilet	toil1	50	2	100	2	100	2	100	2	100	
Secure file room			1	100	1	130	1	160	1	190	active & inactive files
Copier	cpy5	25	1	25	1	25	1	25	1	25	open office area next to office assistant
Fax	fax1	15	2	30	2	30	2	30	2	30	open office area next to office assistant
Shredder	psh	15	2	30	2	30	2	30	2	30	open office area next to office assistant
Intake room (holding area)	hc1	70	2	140	2	140	2	140	2	140	with toilet facilities and CCTV to office assistant
Coat closet	clos1	10	1	10	1	10	1	10	1	10	
SUBTOTAL			2,808		3,138		3,493		3,673		
INTERNAL CIRC. FACTOR			35% 983		1,098		1,223		1,286		
TOTAL DEPT. NET SPACE REQUIRED			3,791		4,236		4,716		4,959		

CABARRUS COUNTY COURTHOUSE SPACE NEEDS

MEDIATION - CHILD CUSTODY MEDIATION											
SPACE NEEDED			2016		2020		2030		2036		REMARKS
DESCRIPTION	SPACE CODE	SQ FT EACH	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	
STAFF OFFICES / WORKSTATIONS											
Child custody - receptionist	ws3	64			1	64	1	64	1	64	
Child Custody Mediator	po3	150	2	300	2	300	3	450	3	450	
TOTAL STAFF			2		3		4		4		
SUPPORT SPACE/Shared											
Visitor waiting - seat 6	vis6	120	1	120	1	120	1	120	1	120	secure, with glass and pushbutton door control to suite
Conference room - seat 12	cnf12	260	1	260	1	260	1	260	1	260	
Toilet room - staff	toil1	50	1	50	1	50	1	50	1	50	
Toilet room - client	toil1	50	1	50	1	50	1	50	1	50	
Kitchenette	kit1	60	1	60	1	60	1	60	1	60	
Files	vert	10	12	120	13	130	14	140	15	150	can be in single work/file room
Copier	cpy5	25	1	25	1	25	1	25	1	25	can be in single work/file room
Shredder	psh	15	1	15	1	15	1	15	1	15	can be in single work/file room
Coat closet	clos1	10	1	10	1	10	1	10	1	10	
SUBTOTAL				1,010		1,084		1,244		1,254	
INTERNAL CIRC. FACTOR			35%	354		379		435		439	
TOTAL DEPT. NET SPACE REQUIRED				1,364		1,463		1,679		1,693	

CABARRUS COUNTY COURTHOUSE SPACE NEEDS

MEDIATION - CONFLICT RESOLUTION CENTER (CRIM COURT MEDIATION, TEEN COURT, JUVENILE RESTITUTION, TRUANCY)

SPACE NEEDED			2016		2020		2030		2036		REMARKS
DESCRIPTION	SPACE CODE	SQ FT EACH	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	
STAFF OFFICES / WORKSTATIONS											
Executive Director	po3	150	1	150	1	150	1	150	1	150	
Coordinators	po2	120	3	150	5	600	7	840	9	1,080	
Volunteer	po1	100	1	100	1	100	1	100	1	100	private office for criminal court mediation
Admin assistant / reception	ws3	64	1	64	1	64	1	64	1	64	
TOTAL STAFF			6		8		10		12		
SUPPORT SPACE/Shared											
Visitor waiting - seat 4	vis4	80	1	80	1	80	1	80	1	80	
Conference room - seat 12	cnf12	260	1	260	1	260	1	260	1	260	
Storage	st1	25	1	25	1	25	1	25	1	25	office supplies
Files	vert	10	10	100	11	110	12	120	14	140	
Toilet room - staff											share with Child Custody
Toilet room - client											share with Child Custody
Kitchenette											share with Child Custody
Copier											share with Child Custody
Shredder											share with Child Custody
Coat closet											share with Child Custody
SUBTOTAL				929		1,389		1,639		1,899	
INTERNAL CIRC. FACTOR			35%	325		486		574		665	
TOTAL DEPT. NET SPACE REQUIRED				1,254		1,875		2,213		2,564	

CABARRUS COUNTY COURTHOUSE SPACE NEEDS

MEDIATION - FAMILY FINANCIAL MEDIATION & ARBITRATION

SPACE NEEDED			2016		2020		2030		2036		REMARKS
DESCRIPTION	SPACE CODE	SQ FT EACH	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	
STAFF OFFICES / WORKSTATIONS											
Mediator			1		1		1		1		utilize emergency/ retired judge's office in District court
TOTAL STAFF			1		1		1		1		
SUBTOTAL				0		0		0		0	
INTERNAL CIRC. FACTOR			35%	0		0		0		0	
TOTAL DEPT. NET SPACE REQUIRED				0		0		0		0	

MEDIATION - GRAND TOTAL

TOTAL STAFF	9		12		15		17	
TOAL DEPT. NET SPACE REQUIRED		2,618		3,339		3,892		4,257

CABARRUS COUNTY COURTHOUSE SPACE NEEDS

REGISTER OF DEEDS

SPACE NEEDED

DESCRIPTION	SPACE CODE	SQ FT EACH	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT
STAFF OFFICES / WORKSTATIONS										
Register of deeds	po4	175	1	175	1	175	1	175	1	175
Assistant register	po3	150	1	150	1	150	1	150	1	150
Deputy register	ws3	64	6	384	7	448	8	512	10	640
TOTAL STAFF			8		9		10		12	
SUPPORT SPACE										
Visitor waiting - seat 6	vis6	120	1	120	1	120	1	120	1	120
Public counter - six positions	cs6	36	1	36	1	36	1	36	1	36
Records room - land & vital		1800	1	1,800	1	1,800	1	1,800	1	1,800
Archived records		600	1	600	1	600	1	600	1	600
Plat scanner with workstation	po2	120	1	120	1	120	1	120	1	120
Work/ Breakroom		400	1	400	1	400	1	400	1	400
Copier	cpy5	25	1	25	1	25	1	25	1	25
Files - active	vert	10	6	60	7	70	8	80	10	100
Files - inactive		600	1	600	1	600	1	600	1	600
Storage	st2	50	1	50	1	50	1	50	1	50
SUBTOTAL				4,520	4,594	4,668	4,816			
INTERNAL CIRC. FACTOR				35% 1,582	1,608	1,634	1,686			
TOTAL DEPT. NET SPACE REQUIRED				6,102	6,202	6,302	6,502			

REMARKS

two respond to front counter

walk-up

dedicated HVAC; clean agent fire protection, roller shelving, layout tables,
8 public computer workstations

vault w/dedicated HVAC; clean agent fire protection

safe for cash

plat files, large format scanner, kitchenette

currently in basement; could remain if dept is relocated

CABARRUS COUNTY COURTHOUSE SPACE NEEDS

SHARED SPACE/ GENERAL STORAGE

SPACE NEEDED			2016		2020		2030		2036		REMARKS
DESCRIPTION	SPACE CODE	SQ FT EACH	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	
SUPPORT SPACE											
Main lobby		1,000	1	1,000	1	1,000	1	1,000	1	1,000	downstream of security checkpoint
Professionals' waiting area	cnf16	300	1	300	1	300	1	300	1	300	for Public Defender
Professionals' Toilets	toil1	50	2	100	2	100	2	100	2	100	for Public Defender
Conf/ training room - seat 50	tr5	750	1	750	1	750	1	750	1	750	equipped for video conferencing
Law Enforcement workroom	cnf20	350	1	350	1	350	1	350	1	350	
Fitness room		600	1	600	1	600	1	600	1	600	exercise equip, toilets and showers, lockers
General building storage		1000	1	1,000	1	1,000	1	1,000	1	1,000	
SUBTOTAL			4,100		4,100		4,100		4,100		
INTERNAL CIRC. FACTOR			N/A								
TOTAL DEPT. NET SPACE REQUIRED			4,100		4,100		4,100		4,100		

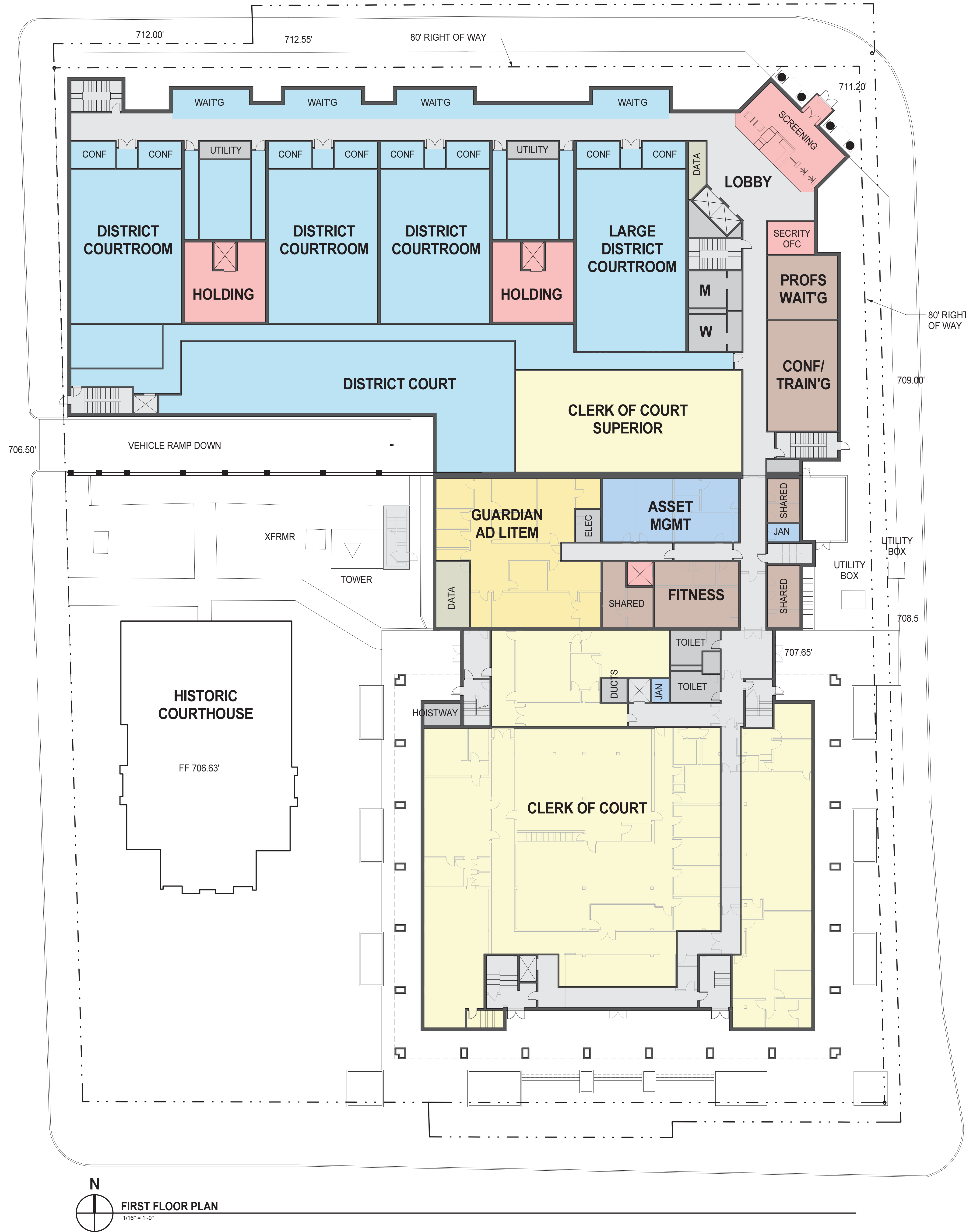
SHERIFF'S COURT SECURITY
SPACE NEEDED

Page 22

SUPERIOR COURT			2016		2020		2030		2036		REMARKS
SPACE NEEDED			QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	
DESCRIPTION	SPACE CODE	SQ FT EACH									
STAFF OFFICES / WORKSTATIONS											
Judge's office	po8	350	3	1,050	3	1,050	3	1,050	4	1,400	includes private restroom and robe/coat closet
Judge's office - retired/ emergency		350		350		350		350		350	includes private restroom and robe/coat closet
Trial Court Administrator	po3	150	2	300	2	300	2	300	2	300	
Court reporter	po2	120	1	120	1	120	2	240	3	360	fire proof storage in clerk's office
TOTAL STAFF			6		6		7		9		
SUPPORT SPACE											
Courtroom w jury - seat 125		2600	1	2,600	1	2,600	1	2,600	1	2,600	
Courtroom w jury - seat 100	crj2	2200	2	4,400	2	4,400	2	4,400	3	6,600	
Courtroom waiting area	vis20	400	3	1,200	3	1,200	3	1,200	4	1,600	
Courtroom entry vestibule	crv	70	3	210	3	210	3	210	4	280	
Witness/attorney conf room	wit	120	6	720	6	720	6	720	8	960	
Judge's chambers	po3	150	3	450	3	450	3	450	4	600	adjacent to courtroom
Courtroom A/V closet	st1	25	2	50	2	50	2	50	2	50	one closet per 2 adjacent courtrooms.
District Attorney closet	clos2	20	3	60	3	60	3	60	4	80	file & exhibit storage for multi-day trials
Evidence storage closet	clos2	20	3	60	3	60	3	60	4	80	one per courtroom
Attorney-prisoner interv. booth	int1	70	3	210	3	210	3	210	4	280	one per courtroom
Prisoner holding cell	hc1	70	8	560	8	560	8	560	8	560	four per courtroom pair
Prisoner holding cell-vestibule	vest	120	2	240	2	240	2	240	2	240	
Deputy workstation	wss	25	2	50	2	50	2	50	2	50	one per courtroom pair
Jury assembly room - seat 125		2000	1	2,000	1	2,000	1	2,000	1	2,000	multi-purpose w/ kitchenette & toilets; accommodate two jury pools
Jury delib. room - seat 12	jur1	400	3	1,200	3	1,200	3	1,200	4	1,600	1 per courtroom
Jury toilet - unisex	toil1	50	3	150	3	150	3	150	4	200	
Visitor waiting	vis4	80	3	240	3	240	3	240	3	240	
Receptionist	ws3	64	3	192	3	192	3	192	3	192	with BR glass for interface with public
Toilet	toil1	50	3	150	3	150	3	150	3	150	
Conference room - seat 12	cnf12	260	1	260	1	260	1	260	1	260	could be shared with GD court space; shared for plea room
Conference room - seat 6	cnf6	150	2	300	2	300	2	300	2	300	could be shared with GD court space
Grand jury waiting area -25		750	1	750	1	750	1	750	1	750	
Grand jury room -seat 25		750	1	750	1	750	1	750	1	750	grand jury room in protected area, away from public
Grand Jury toilet	toil1	50	2	100	2	100	2	100	2	100	
Files	lat	12	1	12	3	36	3	36	3	36	
Files	wall4	15	6	90	6	90	6	90	6	90	
Files	vert	10	3	30	4	40	4	40	4	40	
Files-inactive	bin1	6	8	48	12	72	12	72	12	72	
SUBTOTAL				18,902		18,960		19,080		23,170	
INTERNAL CIRC. FACTOR			20%	3,780		3,792		3,816		4,634	
TOTAL DEPT. NET SPACE REQUIRED				22,682		22,752		22,896		27,804	

PROJECT NO:	DATE:
560780	JAN 25, 2017
REVISIONS	
DATE	DESCRIPTION

FIRST FLOOR PLAN



DEPARTMENTS

- BUILDING SUPPORT
- CLERK OF COURT
- COMMUNITY CORRECTIONS
- DHS ATTORNEY
- DISTRICT ATTORNEY
- DISTRICT COURT
- GUARDIAN AD LITUM
- INFORMATION TECHNOLOGY
- INFRASTRUCT & ASSET MNGMNT
- JUVENILE PROBATION
- MEDIATION
- SHARED SPACE
- SHERIFF COURT SECURITY
- SUPERIOR COURT

SQUARE FOOTAGE SUMMARY

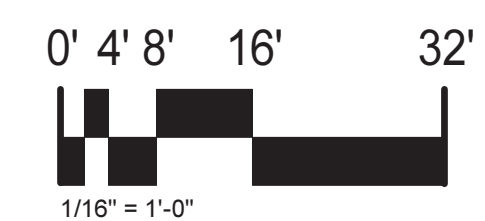
EXISTING BUILDING

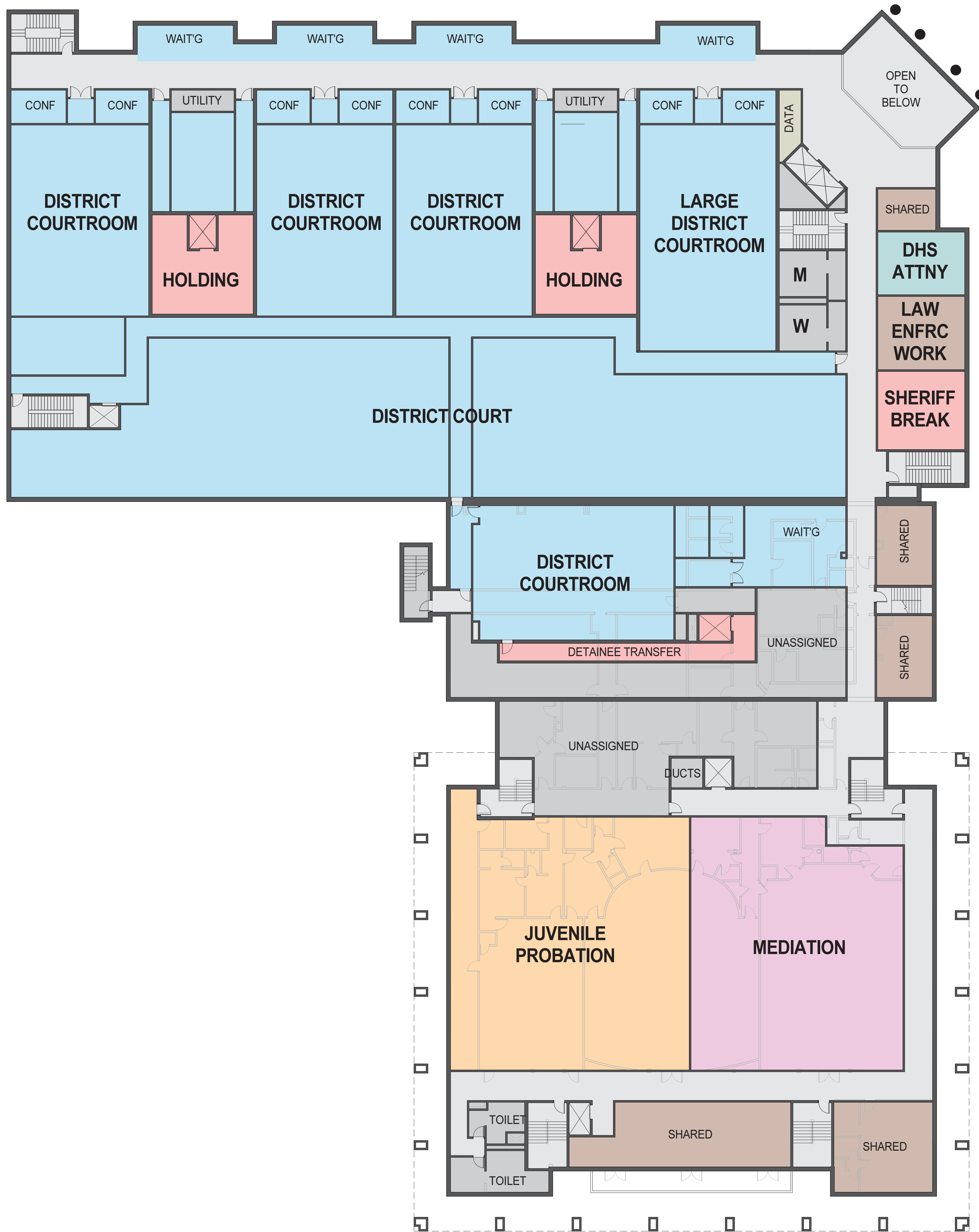
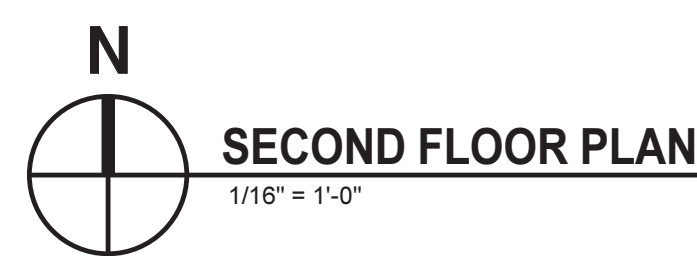
BASEMENT	22,350 SF
FIRST FLOOR	26,400 SF
SECOND FLOOR	27,040 SF
THIRD FLOOR	17,010 SF
SUBTOTAL	92,800 SF

BUILDING EXPANSION

BASEMENT	33,340 SF
FIRST FLOOR	34,570 SF
SECOND FLOOR	36,970 SF
THIRD FLOOR	36,970 SF
SUBTOTAL	141,850 SF

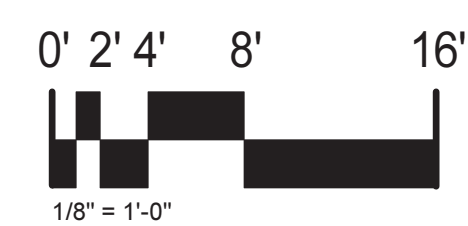
TOTAL	234,650 SF
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DEPARTMENTS

- BUILDING SUPPORT
- CLERK OF COURT
- COMMUNITY CORRECTIONS
- DHS ATTORNEY
- DISTRICT ATTORNEY
- DISTRICT COURT
- GUARDIAN AD LITUM
- INFORMATION TECHNOLOGY
- INFRASTRUCT & ASSET MNGMNT
- JUVENILE PROBATION
- MEDIATION
- SHARED SPACE
- SHERIFF COURT SECURITY
- SUPERIOR COURT



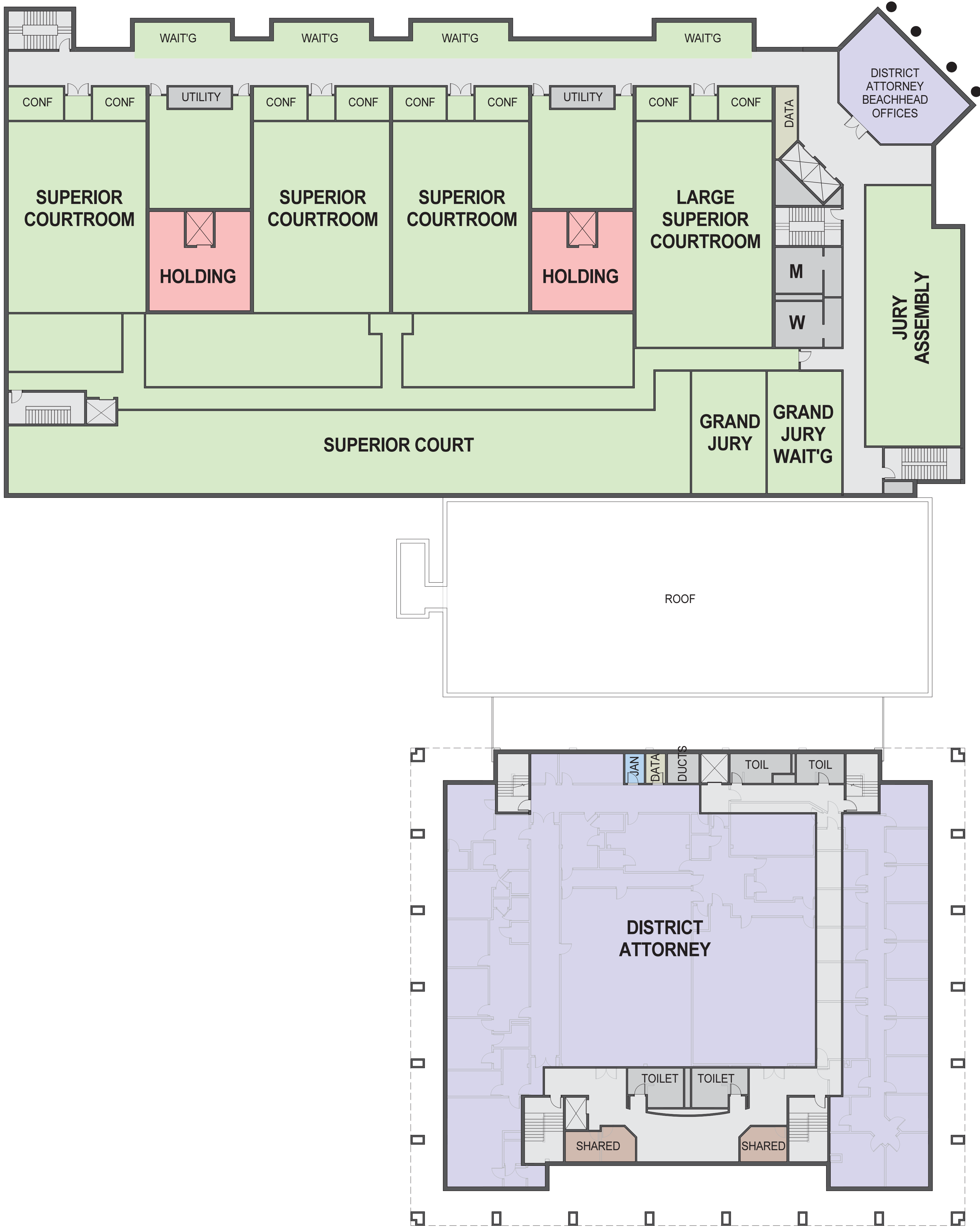
PROJECT NO.	DATE
560780	JAN 25, 2017
REVISIONS	
DATE	DESCRIPTION

CABARRUS COUNTY COURTHOUSE

CABARRUS COUNTY, NC
77 UNION ST, CONCORD, NC

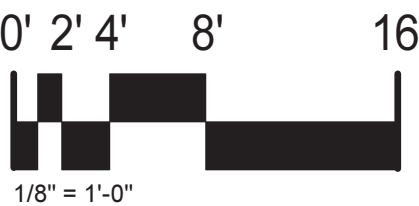
SECOND FLOOR
PLAN

THIRD FLOOR PLAN
1/16" = 1'-0"



DEPARTMENTS

- BUILDING SUPPORT
- CLERK OF COURT
- COMMUNITY CORRECTIONS
- DHS ATTORNEY
- DISTRICT ATTORNEY
- DISTRICT COURT
- GUARDIAN AD LITUM
- INFORMATION TECHNOLOGY
- INFRASTRUCT & ASSET MNGMNT
- JUVENILE PROBATION
- MEDIATION
- SHARED SPACE
- SHERIFF COURT SECURITY
- SUPERIOR COURT



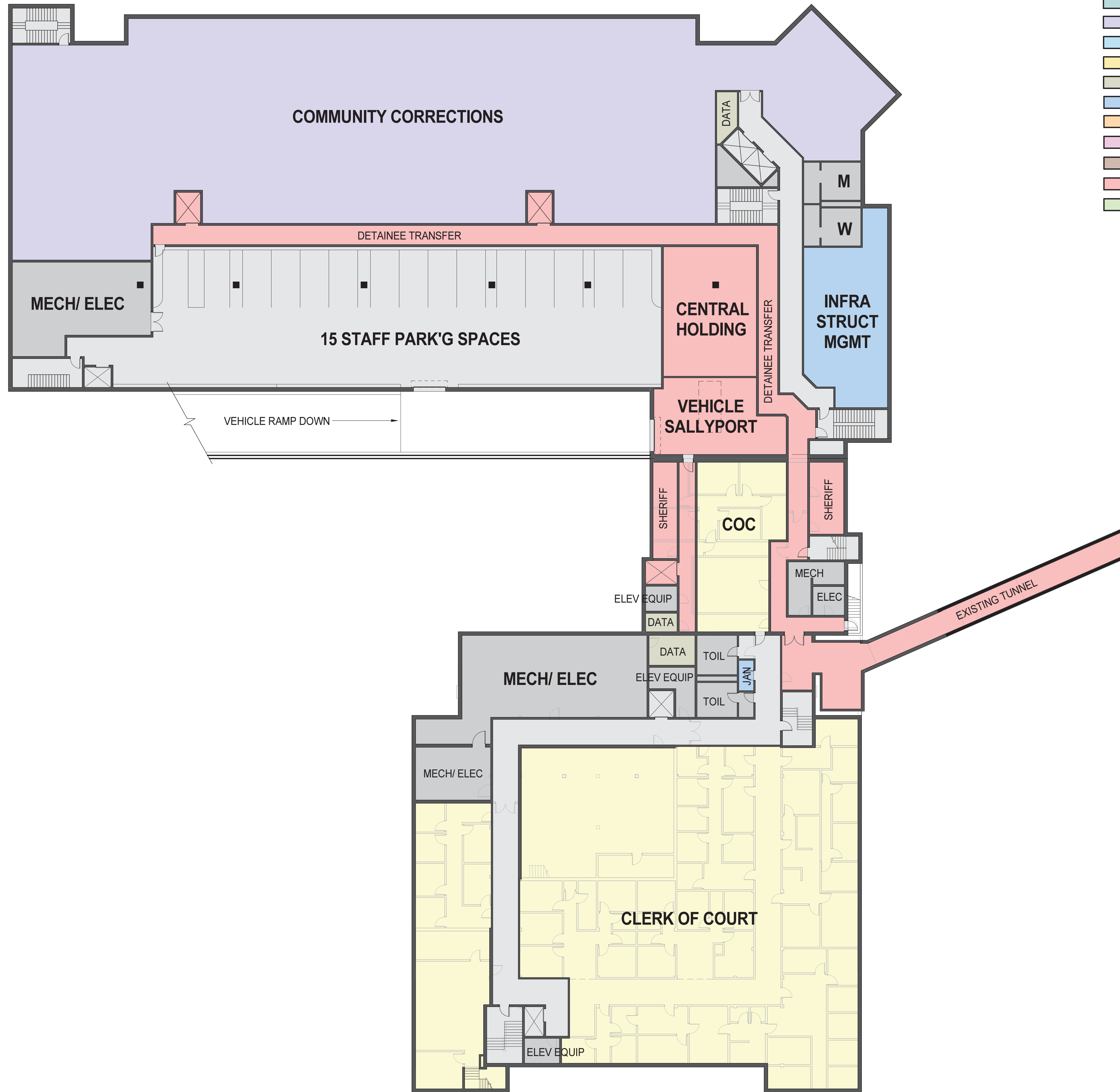
PROJECT NO.	DATE
560780	JAN 25, 2017
REVISIONS	
DATE	DESCRIPTION

THIRD FLOOR PLAN



BASEMENT PLAN

1/16" = 1'-0"



DEPARTMENTS

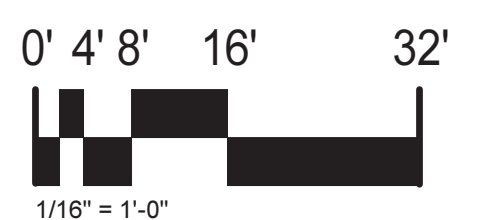
- BUILDING SUPPORT
- CLERK OF COURT
- COMMUNITY CORRECTIONS
- DHS ATTORNEY
- DISTRICT ATTORNEY
- DISTRICT COURT
- GUARDIAN AD LITUM
- INFORMATION TECHNOLOGY
- INFRASTRUCT & ASSET MNGMNT
- JUVENILE PROBATION
- MEDIATION
- SHARED SPACE
- SHERIFF COURT SECURITY
- SUPERIOR COURT

CABARRUS COUNTY COURTHOUSE

CABARRUS COUNTY, NC
77 UNION ST, CONCORD, NC

PROJECT NO:	DATE:
560780	JAN 25, 2017
REVISIONS	
DATE	DESCRIPTION

BASEMENT PLAN



1/16" = 1'-0"



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

FEBRUARY 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Cardinal Innovations Healthcare Solutions - FY 2017 Semi-Annual Report

BRIEF SUMMARY:

Reid Thornburg, Cardinal Innovations Healthcare Solutions, Senior Community Executive, will present the Cardinal Innovations Healthcare Solutions semi-annual report for FY 2017.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Megan Smit, Clerk to the Board
Reid Thornburg, Cardinal Innovations Healthcare Solutions

BUDGET AMENDMENT REQUIRED:

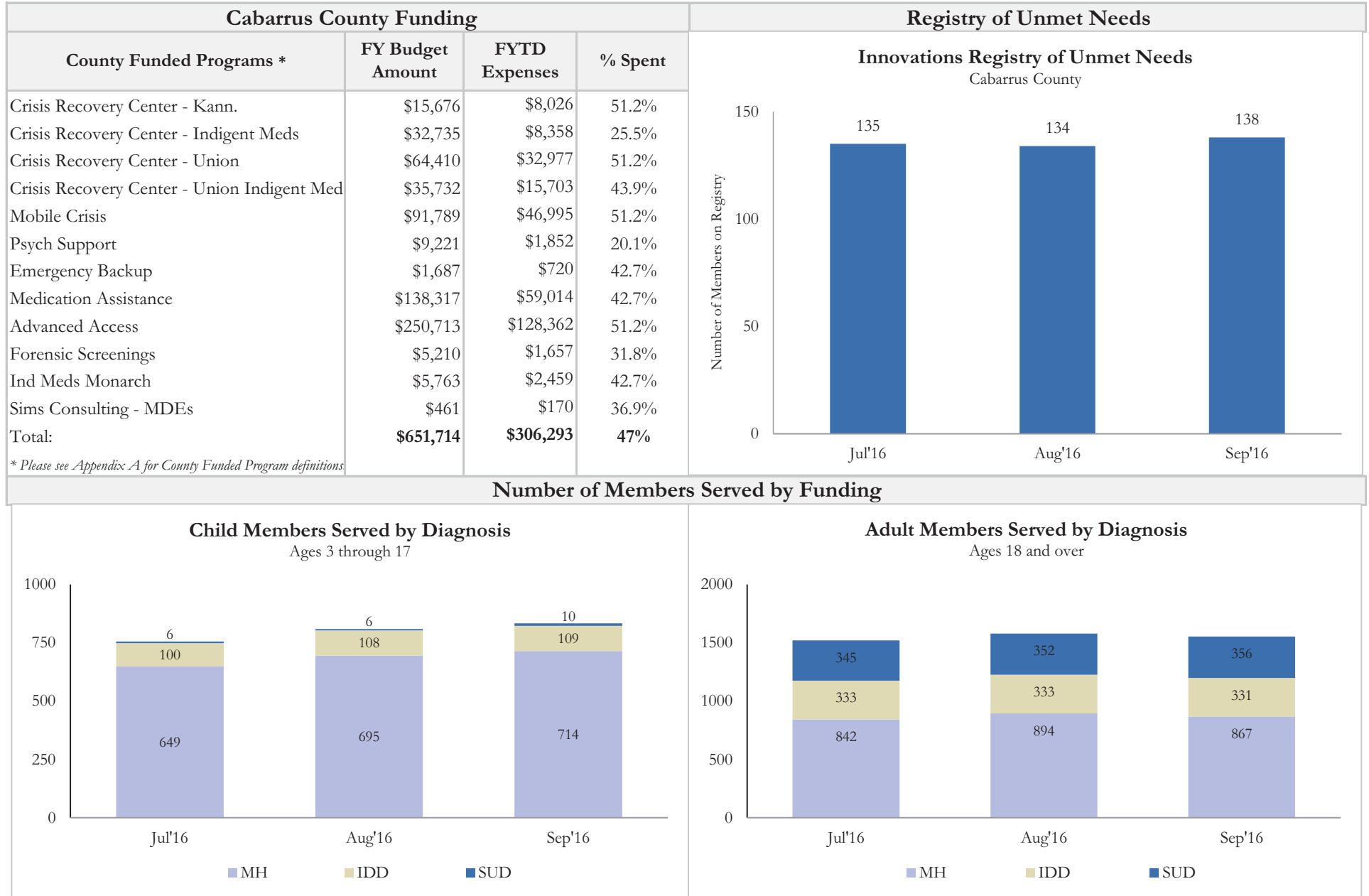
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

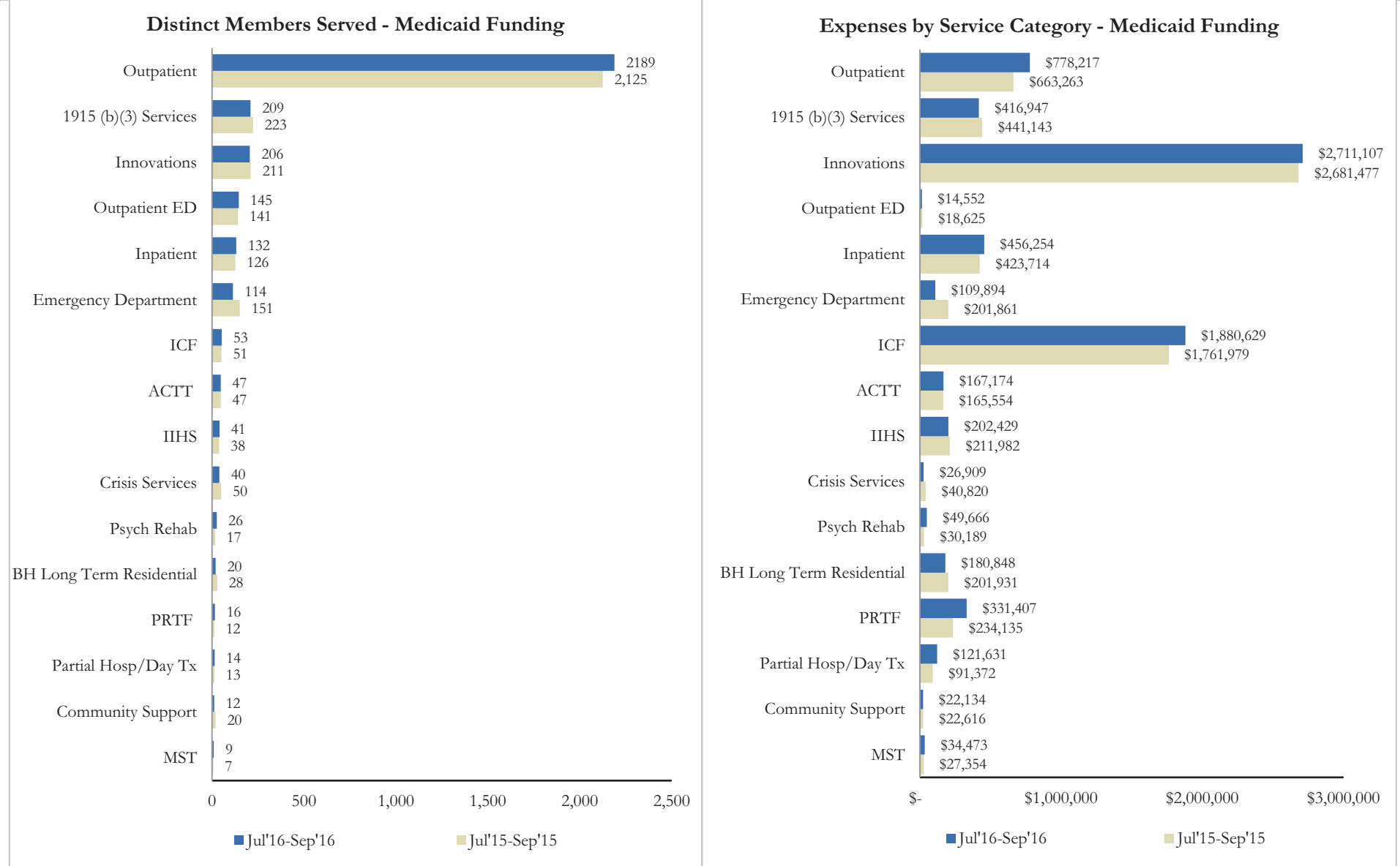
ATTACHMENTS

☐ [Report](#)

Report data gathered from December 12-16, 2016. All graphs are county specific unless otherwise noted.

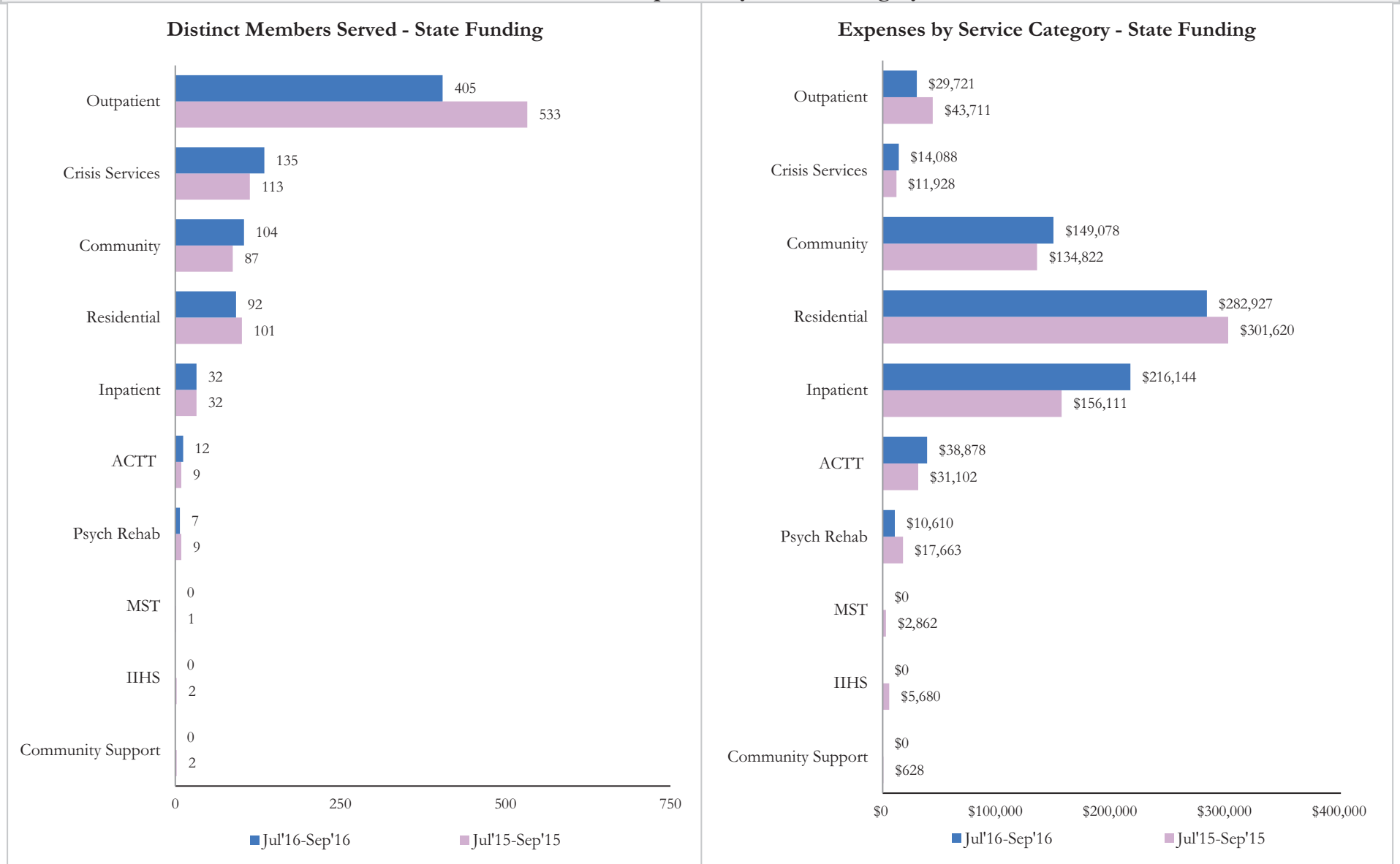


Members Served and Expenses by Service Category - Medicaid



Expenses by Service Categories is based on the Total Paid Amount.

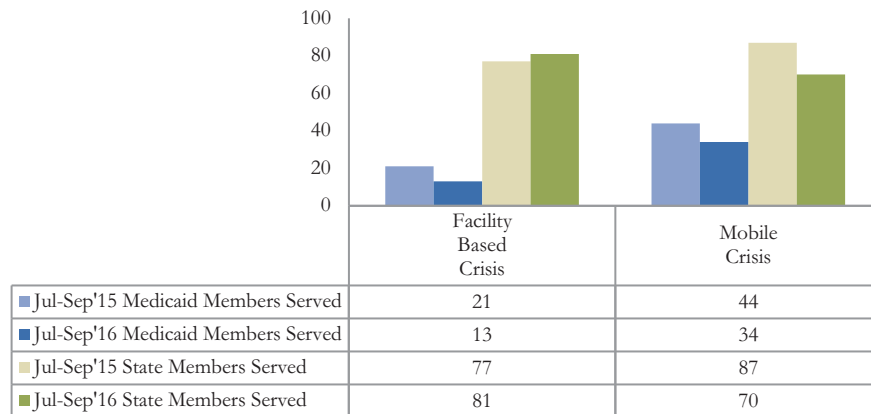
Members Served and Expenses by Service Category - State



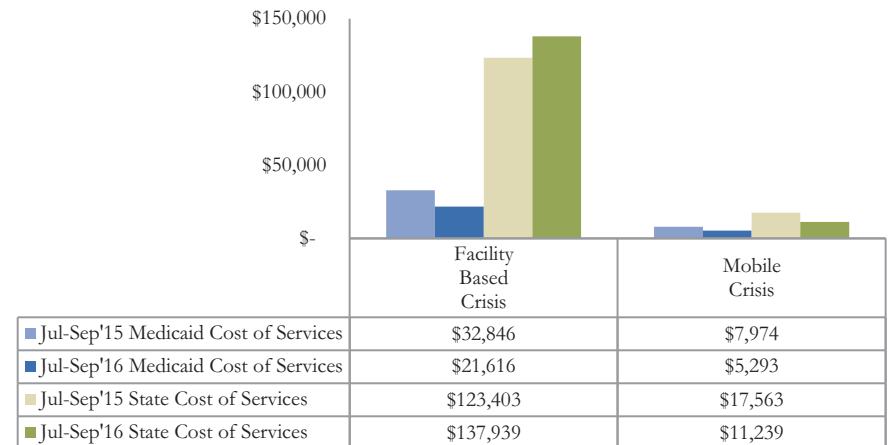
Expenses by Service Categories is based on the Total Paid Amount.

Members Served and Expenses by Service Category - Crisis Services

Members Receiving Crisis Services



Expenses by Crisis Services



Expenses by Crisis Services are based on the total Adjudicated Amount.

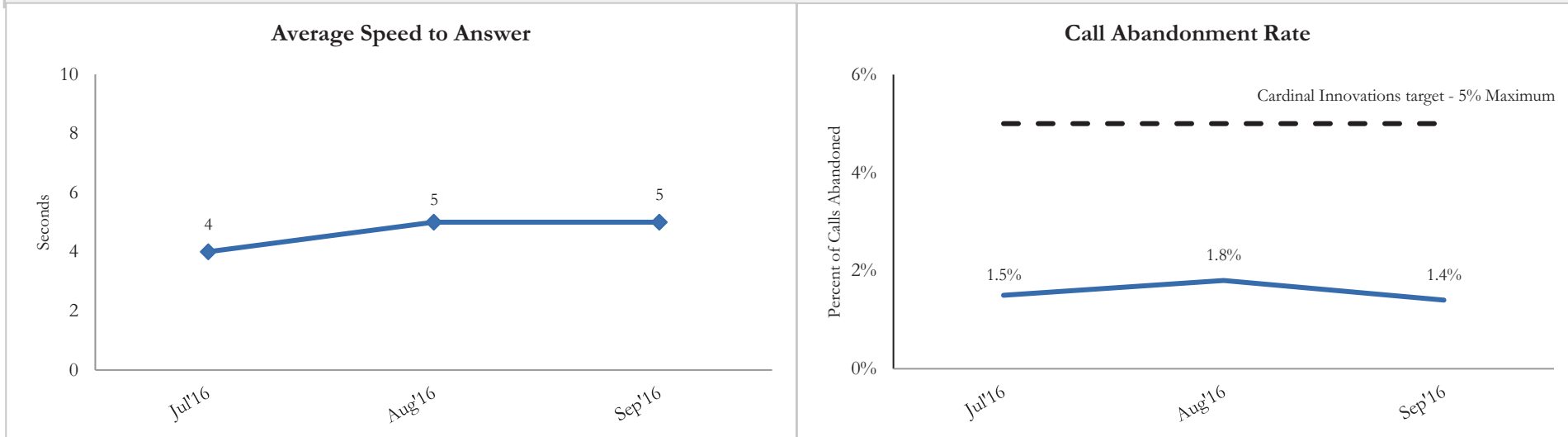
Provider Information



Top 10 Providers in Cabarrus County	Entity Type
NorthEast Psychiatric Services, CHS	Inpatient/Outpatient
Daymark Recovery Services, Inc.	CCC
RHA Health Services, Inc.	CCC
McLeod Addictive Disease Center, Inc.	Agency
Monarch	CCC
Carolinas Medical Center-Main (FAC)	Inpatient
Center For Emotional Health, P.C.	LIP Group
The Arc of North Carolina, Incorporated	Agency
Family Medicine	LIP Group
Rowan Vocational Opportunities, Inc - 20425	Agency

Top 10 providers are based on number of members served.

Access Call Center



Call Center information in the charts above reflect Cardinal Innovations data and are not county specific.

Analysis:

Please note that providers have up to 90 days to submit claims and that this will affect the number of members served and expense amounts on this report. The numbers for the previous months will be updated each reporting period.

Innovations Registry of Unmet Needs:

The list of members maintained by Cardinal Innovations who are waiting for an Innovations Waiver slot.

Members Served and Expense Amounts by Service Category - Medicaid

There has been a decrease in the Medicaid expense for BH Long Term Residential for 1st Qtr. of FY1617. The largest decrease was for Foster Care Therapeutic Child.

The Medicaid expense amount for Crisis Service decreased considerably. The largest decrease was for Facility Based Crisis.

There has been a significant increase in the Medicaid expense for Partial Hosp/Day Tx for the 1st Qtr. of FY1617. The largest increase was for DMH Partial Hospitalization per diem –Child.

The Medicaid expense amount for PRTF slightly increased compared to 1st Qtr. of FY1516. The number of members receiving this service increased and there was an increase in the expense amount for Therapeutic Leave.

The expense amount for Outpatient service increased for 1st Qtr. of FY1617. The largest increase was for Diagnostic Assessment.

Members Served and Expense Amounts by Service Category - State

There have been decreases in the State expense for Community Support, IIHS and MST. No members utilized these services during 1st Qtr. of FY1617.

The State expense for Psych Rehab slightly decreased compared to 1st Qtr. of FY1516.

There has been a considerably decrease in the expense amount for Outpatient service. The largest decrease was for ED visit for evaluation and management of patients.

The expense amount for ACTT slightly increased as so did the members served during 1st Qtr. of FY1617.

The State expense amount for Inpatient service increased during 1st Qtr. of FY1617. The increase was for Inpatient 3 Way Contract.

There has been a slight increase in the expense amount for Community service compared to 1st Qtr. of FY1516. The largest increase was for Supported Employment Individual IDD.

Members Served and Expense Amounts for Crisis Services

There has been a decrease in the expense amount and in the number of Medicaid members receiving Facility Based Crisis. The decrease was also due to the additional claims that may come in for September as they have not exhausted the 90-day timeframe for billing.

The Medicaid expense amount for Mobile Crisis Management decreased when compared to 1st Qtr. of FY1516. The decrease may be due to this service no longer being available in the Emergency Department.

There has been a slight increase in the State expense amount for Facility Based Crisis for 1st Qtr. of FY1617.

The State expense amount for Mobile Crisis slightly decreased for 1st Qtr. of FY1617 and so did the members served.

Call Abandonment Rate

There was a decrease in call abandonment rate due to the decrease in the number of calls received for 1st Qtr. of FY1617.

Appendix A

County Funded Program	Service Description
Crisis Recovery Center (CRC)	Facility based crisis, short-term residential, and non-hospital detox facility. The facility is equipped to address detoxification and acute psychiatric needs. The CRC is able to admit involuntary patients.
Crisis Recovery Center - Indigent Meds	Prescription medications for individuals admitted to the Crisis Recovery Center (CRC). This funding is for non-Medicaid, uninsured, and indigent individuals admitted to the CRC and are in need of prescription medications for the stabilization of their mental/behavioral health symptomatology, stabilization of physical health issues related to their detoxification, and/or stabilization of physical health issues that have been unmanaged as a result of the individual's mental health and/or substance use issues
Mobile Crisis	Community-based crisis intervention service available 24/7/365 to assist with mental health, substance use, and developmental disability needs. Trained crisis staff offer direct, in-person intervention where individuals are located at the time of need.
Psych Support	Psychiatric Service offering individuals additional hours of access to a clinician for addressing behavioral health needs. This service includes addressing the needs of individuals who present for care as uninsured/underinsured.
Forensic Screenings	When the capacity of a defendant to proceed in court is raised at any time on motion by the prosecutor, the defendant, the defense counsel, or the court, the court holds a hearing to determine the defendant's capacity to proceed. In the case of a defendant charged with a misdemeanor or felony, the court may appoint one or more impartial medical experts, including forensic evaluators approved under rules of the Commission for Mental Health, Developmental Disabilities, and Substance Abuse Services, to examine the defendant and return a written report describing the present state of the defendant's mental health. Reports so prepared are admissible at the hearing. Forensic Screenings are performed by certified forensic evaluators (Evaluators) who have completed the Basic Forensic Screener Training.
Emergency Backup	Provision of 24 hour per day availability of back up and relief staff in the case of emergency or crisis.
Medication Assistance	Prescription medications for individuals. This funding is for non-Medicaid, uninsured, and indigent individuals who are in need of prescription medications for the stabilization of their mental/behavioral health symptomatology, stabilization of physical health issues, and/or stabilization of physical health issues that have been unmanaged as a result of the individual's mental health and/or substance use issues.
Advanced Access	Community-based treatment of individuals that assures "the right treatment at the right time". Individuals are seen expeditiously in times of stress to attempt to minimize exacerbation of a crisis and limit the potential of a higher level of care being required. Every effort is made to minimize any barriers to care and make all administrative and clinical processes as efficient as possible. This may include an extension of clinic business hours to accommodate the crisis needs of individuals presenting for care.
Ind Meds Monarch	Prescription medications disbursed to indigent individuals during the course of treatment

Appendix B

Mandated service categories effective 7/1/2013.

Service Category	Definition
1915 (b)(3) Services	Additional supports for Medicaid recipients such as Community Guide and Individual Support.
ACTT	Assertive Community Treatment Team - services received in the community that address functional areas of the identified population.
BH Long Term Residential	A long-term residential program for people with behavioral health needs.
Case Management	The coordination of services for members by a professional who is responsible for the assessment of need and implementation of care plans.
Community	Services that are provided in the community.
Community Support	Community based mental health and substance abuse rehabilitation services and interventions.
Crisis Services	Services received in a crisis or emergency situation such as Mobile Crisis and Facility-based crisis.
Emergency Dept.	Hospital emergency department.
ICF	Intermediate Care Facility for individuals with Intellectual Disabilities.
IIHS	Intensive In-Home Services - services provided in the person's home by a small team with at least one Licensed Professional.
Innovations	Medicaid Waiver for individuals with Intellectual Disabilities.
Inpatient	Hospital-based psychiatric care.
MST	Multisystemic Therapy is a family and community-based therapy for juveniles.
Outpatient	Services received in the community including evaluation, therapy, and psychiatric care.
Outpatient ED	Services provided in a hospital Emergency Department on an outpatient basis.
Partial Hosp/Day Tx	A short-term service for acutely mentally ill children or adults designed to prevent hospitalizations or to serve as a step down for those leaving an inpatient facility.
Residential	Group settings that serve people across all disability groups.
PRTF	Psychiatric Residential Treatment Facilities provide residential care to persons under the age of 21 who need 24-hour supervision and specialized interventions.
Psych Rehab	Service to help adults with psychiatric disabilities manage their illness and their lives with as little professional intervention as possible.



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**FEBRUARY 6, 2017
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

DHS - Community Child Protection Team Annual Report

BRIEF SUMMARY:

Paula Yost, Chair of the Cabarrus County Community Child Protection Team (CCPT), will present the annual report for the team. Her report will cover the team's work over the past year, including information regarding child fatality reviews. The Community Child Protection Team is a mandated function of the State of North Carolina and brings together community professionals to assess, evaluate, advocate and advise on ways to strengthen child protective services within our county.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Ben Rose, Human Services Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [PowerPoint Presentation](#)
-

The State of our Children: *A 2016 Report*

Paula J. Yost, JD, LPCA, Chair
Cabarrus County, Child Protection & Fatality Team

Attachment number 1 \n

What is CPT?

- CPFT = Child Protection & Fatality Team
- In Cabarrus County, it has made sense to combine both teams. Thus, we combined with the goal of becoming one of the top CPFTs in the state.
- A focus is on examining the deaths of children in the county during the previous calendar year.
- We discuss each case and ponder ways that the deaths could have been prevented and look at issues county wide that lead to better protection of our children.
- We are mandated by G.S. 7B 1407
- An interdisciplinary group of community representatives who meet regularly to promote a community-wide approach to the problem of child abuse and neglect.

Attachment number 1 \n

2015 Child Deaths

- Illness – 6: Metabolic Disorder/Complications of Mitochondrial Disease-1 Cardiac Arrest-3: Hx of Congenital Malformation Syndrome- (2), Undetected Anomalous Origin of Left Coronary Artery- (1), Cancer- 2: Complications from Stage IV Hodgkin's Lymphoma (1), Complications from Epithelioid Sarcoma (1), Other Specified Cerebrovascular Disease-1
- Prematurity- 13
- Accidental-4
 - MVA-Defendant under influence of Xanax and Marijuana at time of accident- 1
 - Boating Accident- “Pedestrian injured in unspecified non-traffic accident”- 1
 - Poisoning by and exposure to alcohol- 1
 - 4 month old infant – unsafe sleep environment (1)
- TOTAL = 23 (down from 2013 - 25; 2014 - 18)

Attachment number 1 \n

Grief Help

- Our team formed a Subcommittee on Grief. The subcommittee created a referral resource for parents and guardians of children who have died in vehicle collisions and through other accidental means. The goal is to offer grief support to the parent or guardian in a caring, timely manner.

Child Abuse – DHS Numbers

- CPS reports received: 2,334
- Reports accepted: 1,754
- Average number of cases open in In Home Services for a month: 49
- Average number of children in foster care for a month: 90
- Number of petitions filed for custody: 69
- Foster children moved to permanence: 48

Attachment number 1 \n

Efforts by the DA's Office

- The DA's office has started a DV task force as part of their Domestic violence initiative to address intimate partner DV.
- The DA's office has started a Human Trafficking Task Force. "A trafficker acts with low risk in a community that is unaware."
- The HT Task Force has created a speakers bureau and are dying for people to come and speak.

Service Gaps

- Bilingual Services – Q&A
 - Fund educational programs that promote bilingualism at every age
 - Consider funding a dedicated county employee to render assistance

Attachment number 1 \n

Illustration – memory



Attachment number 1 \n

Emergency Homelessness

- There are over 520 children who are homeless. Those are the ones that we know about.
- What we have: CVAN, Salvation Army
- Misconceptions about DHS – poverty v. child abuse and neglect
- CCM and transitional housing
- We need an emergency homeless shelter, until then . . .

Attachment number 1 \n

Supporting our Social Workers & Families First in Cabarrus County



Attachment number 1 \n

Mental Health Needs

- We saw a disturbing spike in children who were seen in the Northeast Emergency Room and the two free standing ED's in Harrisburg and Kannapolis during 2016. First Q: 81, Second Q: 85, Third Q: 63, Fourth Q: 82, TOTAL 311
- Why?
- What should we do about that?

Attachment number 1 \n

What should we do?

- Make sure parents have correct, accurate information, and support. (Amazing Grace Advocacy, Mental Health America)
- One thing that has already happened is better coordination between the Mobile Crisis Unit, access to services at Daymark, and the school system. Daymark has a new manager, Rebecca True.
- **Desperately** need more pediatric psychiatric providers, 3 – 4 at minimum. We also need reporting about our providers to be accurate.
- Juvenile Sexual Harm Treatment Providers and Juvenile Sex Offender Specific Evaluations

Attachment number 1 \n

What should we do?

- Cabarrus County Acute Care Center – at a minimum, we need Cardinal to create more contracts with acute care centers.
- Day reporting center or therapeutic classrooms for Middle and High School.
- Increase accessibility and combine wrap around services for Moderate to High Level patients
 - Therapeutic foster homes, partial hospitalization, day treatment, intensive in home services, respite care

Attachment number 1 \n

What should we do?

- Some of the things that we need must happen in Raleigh and are outside the jurisdiction of our county. These things include:
- The Cardinal process being less burdensome, untimely, and often inaccurate. We need Cardinal to listen to providers. We also need them to begin at the levels recommended by physicians and provide the option of dispensing with assessment levels when a patient is engaged in high risk behavior.

Attachment number 1 \n

What can the commissioners do about this?

- HUGE THANKS FOR YOUR ATTENTION.
- Consider the employment of a dedicated case manager who can assist families with high and medium level need and be a true case manager.
- Fund a therapist to do appropriate juvenile sex offender therapy and incentivize them to stay in Cabarrus County.
- Fund the things that KCS and CCS ask for with regards to mental health services. Please give them what they need.
- Do not release funding to Cardinal without express stipulations and prompt them to follow all recommendations from the Cabarrus County Judiciary. Our team is willing to aid you in creation of stipulations or a graduated tier system for which Cardinal is paid.
- Contact Carl Ford, Linda Johnson, Larry Pittman, or Paul Newton.

Attachment number 1 \n

Questions & Answers



Attachment number 1 \n



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

FEBRUARY 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at February 20, 2017 Meeting

SUBJECT:

CCS - Funding Request for Contingency to Cover Start-Up Costs for the Mount Pleasant Middle School Project

BRIEF SUMMARY:

Cabarrus County Schools (CCS) has submitted a \$71,164 funding request for the remaining portion of the start-up costs for the Mount Pleasant Middle School project. There is a shortfall in the currently approved funding for the start-up expenses. The \$71,164 shortfall is requested to be funded from the Mount Pleasant Middle School contingency funds. The Mount Pleasant Middle School project has a \$1,262,000 balance of contingency funds set aside in the County's Capital Reserve Fund.

REQUESTED ACTION:

Motion to approve the \$71,164 start-up expense request for Mount Pleasant Middle School and authorize the Finance Director to prepare the appropriate budget revision and related Capital Project Ordinances.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Kelly Kluttz, Chief Financial Officer, Cabarrus County Schools
Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [CCS - MPMS startup request](#)
-



4401 Old Airport Road
PO Box 388
Concord NC 28026-0388

704-262-6123
704-262-6175 fax

January 24, 2017

The Honorable
Mr. Steve Morris, Chair
Ms. Diane Honeycutt, Vice Chair
Ms. Liz Poole
Mr. Lynn Shue
Mr. Blake Kieger

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

RE: Mount Pleasant Middle School Funding Request

Dear Board of Commissioners:

As we continue the construction process at Mount Pleasant Middle School, and looking ahead to the need for start-up funds for the opening of the new school in August of 2017, we find that there is a shortfall in the funding request currently approved to cover all the startup costs for the school. To this end, we respectfully request the following funding to be taken from contingency:

Request you approve the additional funding to fully fund new middle school startup, and upon so doing:

1. That funds be made available so that the middles school can be opened in August, 2017.
2. That the funding needs of \$71,164 be approved at your February 20, 2017 utilizing contingency.
3. That funding become available on/before April 1, 2017;

Sincerely,

Barry C. Shoemaker, Chair
Cabarrus County Schools Board of Education

Cc: Ms. Carolyn Carpenter, Mr. Tim Furr, Mr. Vince Powell, Mr. Rob Walter, Mr. David Harrison, Ms. Cindy Fertenbaugh



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

FEBRUARY 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at February 20, 2017 Meeting

SUBJECT:

CCS - Funding Request for Royal Oaks Elementary School

BRIEF SUMMARY:

Cabarrus County Schools (CCS) has submitted a \$472,250 request for the Royal Oaks Elementary School to fund start-up expenses (\$207,250), remaining construction by owner expenses (\$50,000), remaining engineering (\$55,000), and a change order for the Arts Magnet program (\$160,000). The \$472,250 is requested to be funded from the Capital Reserve Fund.

REQUESTED ACTION:

Motion to approve the \$472,250 funding request for Royal Oaks Elementary School and authorize the Finance Director to prepare the appropriate budget revision and Capital Project Ordinances.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Kelly Kluttz, Chief Financial Officer, Cabarrus County Schools
Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [CCS Royal Oaks Request](#)
-



4401 Old Airport Road
PO Box 388
Concord NC 28026-0388

704-262-6123
704-262-6175 fax

January 24, 2017

The Honorable
Mr. Steve Morris, Chair
Ms. Diane Honeycutt, Vice Chair
Ms. Liz Poole
Mr. Lynn Shue
Mr. Blake Kieger

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

RE: Royal Oaks Elementary School Funding Request

Dear Board of Commissioners:

As we continue the construction process at Royal Oaks Middle School, The County staff working with the Cabarrus County School staff have identified items within the proposed construction budget that are not currently funded. We also have needs for funding of the construction changes to accommodate the Arts Magnet program planned for the project. In planning for the opening of the new school in August of 2018, we respectfully request the following to complete the funding needs within the budget:

Request you approve the additional funding to fully fund new Elementary School Budget and Proposed Change Order, and upon so doing:

1. That funds be made available so that the elementary school can be opened in August, 2018.
2. That the funding needs be approved at your February 20, 2017.
 - a. Startup \$207,250 January, 2018
 - b. Construction by Owner \$50,000 January, 2018
 - c. Engineering \$55,000 March, 2017
 - d. Change Order Arts Magnet \$160,000 March, 2017
3. That the funding be made available based upon dates in Item 2 above.

Sincerely,

Barry C. Shoemaker, Chair
Cabarrus County Schools Board of Education

Cc: Ms. Carolyn Carpenter, Mr. Tim Furr, Mr. Vince Powell, Mr. Rob Walter, Mr. David Harrison,
Ms. Cindy Fertenbaugh



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

FEBRUARY 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at February 20, 2017 Meeting

SUBJECT:

KCS - Request for Capital Allotment to Cover Increased Costs of Charter School Students and Funding Loss Due to Statutory ADM Allocation Change

BRIEF SUMMARY:

Kannapolis City Schools has submitted a request for the County to provide an additional allotment of capital funds (\$601,800) to cover the rising cost in charter school students (\$326,800) and the loss of revenues (\$275,000) due to changes in student growth between the two school districts. A memo is attached detailing the request. Funds are available in the commissioners contingency to meet this request. This is a one year fix for FY 2017.

REQUESTED ACTION:

Motion to authorize the Finance Director to prepare the appropriate budget revision to transfer these funds from the Commissioners contingency the Kannapolis City Schools capital outlay.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Will Crabtree, Kannapolis City Schools

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [Request for additional allotment of funds](#)
-



Kannapolis City Schools

100 DENVER STREET
KANNAPOLIS, NC 28083

704-938-1131

FAX: 704-933-6370

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

William F.
Director of Business Operations
Will.Crabtree@kcs.k12.nc.us

January 24, 2017

To: Mike Downs, County Manager

From: Dr. Chip Buckwell, Superintendent
Will Crabtree, Director of Business Operations

Re: Request to Amend Budget for Charter Schools

We would like to request an additional allotment of \$601,800 in the capital fund. \$328,600 would help with unexpected costs arising from the Kannapolis Charter School and \$275,000 would help with the unexpected loss of revenue due to growth changes. We would then transfer the expense for computers and a bus from our current expense fund to capital fund, freeing up the budget in the current expense fund. This is a one year fix for the 2016-2017 year. Thank you for your attention to this matter.



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

FEBRUARY 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at February 20, 2017 Meeting

SUBJECT:

KCS - Funding Request for Contingency to Cover Two Change Orders for the Kannapolis Middle School Construction Project

BRIEF SUMMARY:

Kannapolis City Schools (KCS) has submitted a request for two change orders for the construction of the current Kannapolis Middle School project. Change order one is for road improvements required by NCDOT in the amount of \$240,577. Change order two is for permit fees and civil changes required by the City of Kannapolis in the amount of \$349,647. The Kannapolis Middle School project has a \$1,026,325 balance of contingency funds set aside in the County's Capital Reserve Fund.

REQUESTED ACTION:

Motion to approve two change order requests from the project contingency totaling \$590,224 for the Kannapolis Middle School project and to authorize the Finance Director to prepare the appropriate budget revision and related Capital Project Ordinances.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Will Crabtree, Kannapolis City Schools
Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

☐ [Change order request](#)



Kannapolis City Schools

100 DENVER STREET
KANNAPOLIS, NC 28083

704-938-1131

FAX: 704-933-6370

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

William F. Crabtree
Director of Business Operations
Will.Crabtree@kcs.k12.nc.us

January 19, 2017

To: Mike Downs, County Manager

From: Dr. Daron Buckwell, Superintendent
Will Crabtree, Director of Business Operations

Re: Change Orders for Kannapolis Middle School

We would like to request that you approve a change order in the amount of \$240,577 for road improvements required by NCDOT. We would like to request that you approve another change order in the amount of \$ 349,647 for permit fees and civil changes required by the City of Kannapolis. The funding would come from our contingency for this project. Thank you for your consideration of this project.

MOSELEYARCHITECTS

Change Order

Kannapolis New Middle School

Change Order Number: 03

Project # 550128

To Contractor:

Edison Foard Construction Services Inc
3900 Rose Lake Dr.
Charlotte, NC 28217

Change Order Date: 01/18/2017

Contract Date: 03/09/2016

The Contract is hereby revised by the following items:

<u>PCO</u>	<u>Description</u>	<u>Days</u>	<u>Amount</u>
007	Weather related added time	7	\$0.00
008	NCDOT revisions at Oakwood	3	\$240,577.00
Total for this Change Order:		10 Days	\$240,577.00

The original Contract Sum was.....	\$35,322,900.00
Sum of changes by prior Change Orders.....	\$401,741.00
The Contract Sum prior to this Change Order was.....	\$35,724,641.00
The Contract Sum will be changed by this Change Order in the amount of.....	\$240,577.00
The new Contract Sum including this Change Order will be.....	\$35,965,218.00
The Contract duration will be changed by.....	10 Days
The revised Substantial Completion date as of this Change Order is.....	8/7/2017

ARCHITECT
Moseley Architects
11430 N Community House Rd, Suite
225
Charlotte, NC 28277

CONTRACTOR
Edison Foard Construction Services Inc
3900 Rose Lake Dr.
Charlotte, NC 28217

OWNER
Kannapolis City Schools
100 Denver St
Kannapolis, NC 28083

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

Kannapolis New Middle School

Change Order Number: 02

Project # 550128

To Contractor:

Edison Foard Construction Services Inc
3900 Rose Lake Dr.
Charlotte, NC 28217

Change Order Date: 01/03/2017

Contract Date: 03/09/2016

The Contract is hereby revised by the following items:

<u>PCO</u>	<u>Description</u>	<u>Days</u>	<u>Amount</u>
004	City of Kannapolis Comments	0	\$282,254.00
006	Utility and permit fee changes	0	\$67,393.00
Total for this Change Order:		14 Days	\$349,647.00

The original Contract Sum was.....	\$35,322,900.00
Sum of changes by prior Change Orders.....	\$52,094.00
The Contract Sum prior to this Change Order was.....	\$35,374,994.00
The Contract Sum will be changed by this Change Order in the amount of.....	\$349,647.00
The new Contract Sum including this Change Order will be.....	\$35,724,641.00
The Contract duration will be changed by.....	14 Days
The revised Substantial Completion date as of this Change Order is.....	7/28/2017

ARCHITECT
Moseley Architects
11430 N Community House Rd, Suite
225
Charlotte, NC 28277

CONTRACTOR
Edison Foard Construction Services Inc
3900 Rose Lake Dr.
Charlotte, NC 28217

OWNER
Kannapolis City Schools
100 Denver St
Kannapolis, NC 28083

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE 1/9/17



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

FEBRUARY 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at February 20, 2017 Meeting

SUBJECT:

KCS - Funding Request for Renovations to Convert Kannapolis Intermediate School to Carver Elementary School

BRIEF SUMMARY:

Kannapolis City Schools (KCS) is currently renovating Kannapolis Intermediate School to convert it into Carver Elementary School by next fall. The County has funded \$850,000 for this project, but there is a shortfall in the first contract and additional needs for renovations have been requested. A detailed spreadsheet is attached to outline the requested funds. A recommendation letter from County staff in regards to the funding request is attached along with memos from KCS.

REQUESTED ACTION:

For review and consideration.

If approved, a motion to authorize the Finance Director to prepare the appropriate budget revision(s) and related project ordinance(s).

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Will Crabtree, Kannapolis City Schools

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [Carver funding request details](#)
 - ☐ [Carver Staff recommendations](#)
 - ☐ [Carver 52000](#)
 - ☐ [Carver 894500](#)
-

Carver Elementary School conversion from Kannapolis Intermediate School:

Original Project estimate	750,000
Additional funds provided	<u>100,000</u>
Total	850,000
Contract	<u>902,478</u>
Shortfall	<u><u>\$ (52,478)</u></u>

Renovation in first contract:

Lighting	168,248
Ceiling Grid and Tile	282,000
Flooring	344,492
Acoustical Panels	4,936
Gym Wall Panels	1,907
Key Fobs	13,139
Intercom	<u>87,756</u>
Total	<u><u>\$ 902,478</u></u>

Additional Needs to complete transition:

Security Vestibule/Move Office	<u>276,000</u>	County deferred until FY 2019
Painting	142,000	
Playground (code)	123,500	
Bathrooms (code)	128,000	
Sign	25,000	
Furniture	<u>200,000</u>	
Total	<u><u>\$ 894,500</u></u>	

County recommendation for total request:

Shortfall first phase	52,478
Second Phase request	<u>618,500</u>
Total	<u><u>\$ 670,978</u></u>



Office of the County Manager

February 6, 2017

To: Board of County Commissioners

From: Pamela S. Dubois, Senior Deputy County Manager

Subject: Request for funds for Carver Elementary School

The County has received a request for a shortfall and additional funding in regards to the renovations of Kannapolis Intermediate School to convert it into Carver Elementary School. The County provided funding for this project in FY2016 in the amount of \$750,000 based on an estimate and added an additional \$100,000 in FY 2017. These funds were not enough to meet the contract that Kannapolis City Schools bid out by \$52,478.

The County received a second request in the amount of \$894,500 to complete the conversation. At this time, staff recommends funding \$618,500 in FY 2018 and the remaining \$276,000 in FY 2019 based on numerous needs of both the Schools and the County in FY 2018.

Staff will be available to answer any question at the meeting in regards to our recommendation.



Kannapolis City Schools

100 DENVER STREET
KANNAPOLIS, NC 28083

704-938-1131

FAX: 704-933-6370

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

William F. Crabtree
Director of Business Operations
Will.Crabtree@kcs.k12.nc.us

January 19, 2017

To: Mike Downs, County Manager

From: Dr. Daron Buckwell, Superintendent
Will Crabtree, Director of Business Operations

Re: Request to Amend Budget for Carver Renovations

We would like to request an additional \$52,000 to the existing budget for the Carver Elementary School renovations. Thank you for your consideration of this project.



Kannapolis City Schools

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William F. Crabtree
Director of Business Operations
Will.Crabtree@kcs.k12.nc.us

January 19, 2017

To: Mike Downs, County Manager

From: Dr. Daron Buckwell, Superintendent
Will Crabtree, Director of Business Operations

Re: Request to Amend Budget for Carver Renovations

We would like to request an additional \$894,500 to the existing budget for the Carver Elementary School renovations. This funding would cover moving the office to the front of the school, painting, playground, bathroom renovations, sign and furniture. This projects are necessary to convert the school from a 5-6 grade configuration to a K-5 grade configuration. This funding is needed in order to open the school in August of 2017. Thank you for your consideration of this project.



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

FEBRUARY 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at February 20, 2017 Meeting

SUBJECT:

County Manager - Transfer of Cabarrus Business & Technology Center Property

BRIEF SUMMARY:

The County Attorney has completed the transfer documents for the Rowan Cabarrus Community College Business & Technology Center property from the County to RCCC. There is a lease in place now and it was Mr. Koch's suggestion that the Board take action to cancel the lease concurrent with the transfer of the property.

REQUESTED ACTION:

Motion to terminate the lease between Cabarrus County and RCCC for the Business & Technology Center and property once the property transfer has been completed.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [Lease Document](#)

LEASE AGREEMENT

Re: 660 Concord Parkway
Concord, Cabarrus County, North Carolina

This Lease Agreement (the "Lease") is made effective as of **July 1, 2004**, by and between **CABARRUS COUNTY, NORTH CAROLINA** a political subdivision of the state of North Carolina with its principle place of business at 65 Church Street, SE, Concord, NC 28025 ("**Lessor**") and **ROWAN-CABARRUS COMMUNITY COLLEGE**, a North Carolina non-profit corporation, whose principle address is 1531 Trinity Church Road, Concord, North Carolina 28027 ("**Tenant**").

1. Description of Leased Premises. Lessor hereby subleases to Tenant, "as is", approximately 10.96 acres and all improvements located thereon including without limitation, a building of approximately 37,000 square feet and accompanying parking spaces, all located at 660 Concord Parkway, Concord, North Carolina (the "Premises"). The Premises are more clearly set forth in **Exhibit A**, attached hereto and incorporated herein. The Premises contain the fixtures, improvements and other real or personal property now installed on the Premises plus any future permitted modifications, alterations and improvements thereto.

2. Lease Term. The initial term of this Lease shall be for a period of twenty (20) years beginning effective July 1, 2004 and continuing through June 30, 2024 (the "Initial Term"). Provided Tenant is not in default hereunder and this Lease is not otherwise terminated in accordance with the terms hereof, Lessee may, in accordance with the terms set forth in this Lease: (1) extend the Initial Term of this Lease for a first renewal term of five years beginning July 1, 2024 and continuing through June 30, 2029 (the "First Renewal Term"); and (2) extend the First Renewal Term for a second renewal term of five years beginning July 1, 2029 and continuing through June 31, 2034 (the "Second Renewal Term"); by providing Lessor with written notice of such extension at least one hundred and eighty (180) days prior to expiration of the then current term. The First Renewal Term and the Second Renewal Term shall be subject to the same terms and conditions set forth herein. Possession by Tenant after the expiration of this Lease shall not be construed to extend the term hereunder.

3. Basic Rent. Tenant shall pay the Lessor the rental sum of one dollar (\$1.00) per year, in advance.

4. Tenant Access To Premises. Except in the case of emergencies not within Lessor's control, access to the Premises shall be provided to appropriate representatives of Tenant at all times and at no additional expense, twenty four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year. Access to the Premises on holidays and at times other than normal business hours shall be provided by key, card access or other means acceptable to Lessor and Tenant. Lessor shall initially provide Tenant with a sufficient number of keys, access cards or other devices needed to allow Tenant and Tenant's employees such access. In the event Lessor changes the means of

access or Tenant requests such changes in access or in the event Tenant or its employees, agents or invitees cause the security of the Premises to be violated in Lessor's sole opinion, Tenant must promptly pay the entire cost of any replacement locks, keys and other security devices for the Premises.

5. Tenant Use Of Premises. Tenant agrees to use the Premises solely for the purpose of providing ongoing and continual community educational services to the citizens of Cabarrus and Rowan counties. The Premises may be used for general offices and classrooms for the educational purposes as normally conducted by Tenant. By its signature below, Tenant acknowledges that Tenant has inspected the Premises and the Premises are in satisfactory condition for Tenant's intended purposes. Tenant shall be solely responsible for the use of the Premises by its employees, agents and invitees and shall at all times ensure that such employees, agents and invitees conduct themselves in an appropriate fashion while using the Premises so as not to be a nuisance to other persons lawfully on the Premises on adjoining or nearby properties, or a public nuisance in general. Tenant shall comply with and cause the occupancy and use of the Premises to comply with all local, state and federal laws, rules, regulations and ordinances now or hereafter applicable to the Premises and the occupancy or use thereof. In the event it should be in the mutual interest of the Tenant and Lessor for Tenant to relocate to a different County owned facility, the Lessor, if such property is in Lessor's opinion reasonably available, may provide an alternative County owned facility for use of Tenant that is, at a minimum, comparable to the renovated Premises on the same terms and conditions set forth herein. However, Lessee shall be solely responsible for all relocation costs.

6. Care of Premises. Tenant shall: (a) keep the Premises in a clean and sanitary condition and will employ a janitorial service approved by the Lessor, which approval will not be unreasonably withheld; (b) make all repairs and replacements to the Premises; and (c) not commit waste. Tenant shall be responsible for ensuring cleaning and trash removal services for the Premises. Tenant shall be obligated to repair and maintain the Premises and Lessor shall be responsible for funding any such costs as more fully set forth in NCGS 115D-32 (d), a copy of which is attached to this Lease as **Exhibit B** and incorporated as if more fully set forth herein, to the extent such law remains in full force and effect during any term of this Lease. Upon expiration of the Initial Term and any renewal Term, Tenant agrees to surrender the Premises in the same good condition existing upon Tenant's acceptance thereof, ordinary wear, tear, depreciation, and damage by casualties excepted. Tenant further agrees to maintain a fire extinguisher or fire extinguishers upon the Premises as required by fire ordinances and regulations or the insurance company which provides Lessor's fire insurance. Tenant shall also make such changes and alterations to the interior of the Premises as may be hereafter required by Lessor's fire insurance carrier and as required by the fire department and applicable codes, laws, ordinances, and regulations.

7. Alterations by Lessor. Lessor shall have reasonable access to the Premises at all times to examine and inspect the Premises, and in the event of termination of this Lease, to show the Premises to prospective tenants, lenders or purchasers provided

such examination, inspection or showing will not unreasonably interfere with Tenant's use of the Premises.

8. Alterations by Tenant. Tenant shall have the right, at its own cost and expense, at any time and from time to time, to request Lessor's prior written permission to make alterations to and within the Premises. All additions, alterations, improvements and fixtures (except Tenant's removable trade fixtures) shall remain upon the Premises at the termination of this Lease without compensation or allowance or credit to Tenant, except in the event Lessor requests in writing prior to the termination of the Lease that Tenant must remove any Tenant installed improvements. In such case, Tenant must remove the specified improvements promptly upon termination of this Lease and restore the Premises to its original condition, normal wear and tear excepted. However, in the event the Lessor should terminate this Lease without cause, the contributions by the State of North Carolina on behalf of Tenant and in accordance with Lessor approved construction, renovation and restoration of the Premises, if any, will be recognized on a five percent (5%) yearly depreciation schedule and Lessor shall pay Tenant the value of any useful life attributable to such improvements, based upon such depreciation schedule.

In no event shall Tenant have the right or authority to create, or permit there to be established, any contractor's, mechanic's, materialman's or other lien or encumbrance of any nature against the Premises for improvements made or caused to be performed at the request of Tenant. Tenant shall, within 5 business days after Tenant receives notice of the filing of any lien for such work, duly discharge the lien or contest such lien by posting a bond equal to the amount of the disputed claim with companies reasonably satisfactory to Lessor. In the event that such lien is not released and removed or bonded within ten (10) business days after Tenant has received notice thereof, Lessor, in its sole option, may take all action necessary to release and remove or bond such lien (without any duty to investigate the validity thereof) and Tenant shall promptly, upon notice, reimburse Lessor for all reasonable sums, costs and expenses, including without limitation, reasonable attorney's fees and other expenses incurred by Lessor in connection with such lien.

9. Provision of Certain Services/Utilities/Additional Rent/Taxes. Lessor will furnish to the Premises all connections for electricity, water, sewer, gas (if currently used in the Premises). Tenant shall be solely responsible for providing such services to the Premises in addition to telephone service, cable television and/or computer line service to the Premises. Tenant shall contract directly for and pay directly to the company providing all such services. Tenant agrees to pay on a timely basis for the use of all utilities for the Premises, including without limitation, all electricity, gas (if currently available) and water and sewer at the Premises. To the extent Tenant's occupancy of the Premises for any reason results in payment of taxes on the Premises, such taxes shall be the sole and exclusive responsibility of Tenant.

10. Sublease and Assignment. Tenant shall not, without prior written consent of Lessor, assign or otherwise transfer this Lease or any interest hereunder or sublet the

Premises or any part thereof. Lessor may lease to third parties only those portions of the Premises not used or abandoned by the Tenant, if any. In the event Tenant does not use any portion of the Premises for a minimum period of six months, such portion of the Premises shall be deemed abandoned by Tenant. On-going construction occurring in any portion of the Premises shall not be considered abandonment of use by Tenant. All provisions contained in this Lease shall be binding upon and inure to the benefit of any permitted successors and assigns. Sublease or assignment of this Lease by Lessee shall be in the sole and exclusive discretion of Lessor and shall not relieve Lessee of any of its obligations hereunder. Lessor may assign this Lease or the proceeds thereof at any time upon written notice to Lessee.

11. Authority. Lessor and Tenant each warrant and represent to the other that they have obtained all requisite authority to enter into this Lease and the parties executing this Lease on their behalf have the requisite authority to bind such party.

12. Quiet Enjoyment/ Subordination. Lessor covenants and agrees, provided Tenant performs the terms and conditions of this Lease as and when required (within any applicable cure period), to take all reasonable steps to maintain for the benefit of Tenant the quiet and peaceful possession and enjoyment of the Premises without disturbance by Lessor or any other person claiming title or possession to the Premises or the Building or any part thereof through Lessor. However, Lessee acknowledges that this Lease shall be subordinate to the lien of any present or future mortgage or deed of trust upon Lessor's interest in the Premises. Upon Lessor's request, from time to time, Tenant shall (a) confirm in writing and in recordable form that this lease is subordinate to the lien of any mortgage or deed of trust and (b) execute an instrument making this Lease so subordinate to the lien of any mortgage or deed of trust, in such reasonable form as may be required by the holder of such mortgage or deed of trust; provided, that said instrument shall not impair, diminish or alter any rights, privileges and benefits conferred by this Lease to Tenant or the Premises.

If the Premises are encumbered by a mortgage or deed of trust and such mortgage or deed of trust is foreclosed, or if the Premises are sold pursuant to such foreclosure or by reason of a default under said mortgage or deed of trust, then notwithstanding such foreclosure, such sale, or such default at the request of the holder of the mortgage or deed of trust or purchaser at such foreclosure or sale, Tenant shall attorn to the holder of such mortgage or deed of trust or purchaser and execute a new lease for the Premises setting forth all of the provisions of this Lease for the balance of the term, provided that said instrument shall not impair, diminish or alter any rights, privileges and benefits conferred by this Lease to Tenant or the Premises.

At any time within ten (10) days after request by Lessor, by written instrument, duly executed and acknowledged, Tenant shall certify to Lessor, any holder of a mortgage or deed of trust, any purchaser, or any other person, specified by Lessor, to the effect (a) whether or not Tenant is in possession of the Premises; (b) whether or not this Lease is unmodified and in full force and effect (or if there has been modification, that the same is in full force and effect as modified and setting forth such modification); (c) whether

or not there are then existing set-offs or defenses against the enforcement or any right or remedy of Landlord, or any duty or obligation of Tenant (and if so, specifying the same); and (d) the dates, if any, to which any rent or other charges have been paid in advance.

13. Tenant's Insurance. At all times during the Term of this Lease and any renewals thereof Tenant shall provide and thereafter keep in full force and effect: (i) commercial general liability insurance, such insurance to insure against liability for bodily injury and death and for property damage in an amount as may from time to time be reasonably required by Lessor, but in any event not less than \$5,000,000.00 combined single limit on a per occurrence basis. (ii) workmen's compensation as required by law, providing as a minimum amount, the minimum North Carolina statutory benefits for all persons employed by Tenant in connection with the Premises; and (iii) builder's risk insurance during all periods in which Tenant is constructing alterations or additions to or within the Premises, in such amounts as Lessor and Tenant mutually agree is reasonable.

All insurance provided shall be underwritten by insurance companies that are licensed or authorized to do business and in good standing in North Carolina and shall have a rating issued by an organization regularly engaged in rating insurance companies (including specifically A.M. Best and Company so long as such company is engaged in rating insurance companies) of not less than a rating of A, VII of A.M. Best and Company (or equivalent rating if another rating service is used.) All insurance contracts shall be issued for terms of not less than one year and shall contain a provision that they are not subject to cancellation, non-renewal or material reduction in coverage as to the Premises unless Lessor is served with written notice not later than 30 days prior to cancellation, non-renewal or material reduction in coverage.

14. Waiver of Subrogation. Tenant for itself and its employees, agents and invitees waives any and all rights to recover against Lessor for any loss or damage arising from any cause covered by any insurance required to be carried by the parties pursuant to this Lease or any other property insurance actually carried by the parties to the extent of the limits of the policies. Tenant, from time to time, upon request of Lessor, will cause its insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises.

15. Indemnification/Hold Harmless. Lessor, its invitees, representatives, agents, and their respective officers and employees, shall not be liable to Tenant, its officers, directors, agents, servants, employees, customers or invitees, for any claim or damage to any person or property (including without limitation death or disfigurement), cost or expense attributable to any event occurring on the Premises unless solely, exclusively and directly caused by the negligence of Lessor, its officers, directors, agents, servants, employees customers or invitees. Tenant agrees to indemnify and hold harmless Lessor from all damages, claims, costs and expenses (including without limitation, attorney's fees and other legal costs) of any kind or nature, as they are incurred and finally awarded, arising out of or in any way attributable to any claim, act, omission or neglect

of any kind or nature attributable to or arising out of the actions or failure to act of Tenant, its officers, directors, employees, customers or invitees.

16. Casualty. If the Premises are damaged by fire or other casualty, Lessor shall, within sixty (60) business days of such casualty, notify Tenant (the "Lessor's Notice") whether or not in the reasonable determination of Lessor, the damage can be repaired within one hundred and eighty (180) days of such notice (the "Restoration Period"). If repairs and restoration cannot be completed within the Restoration Period either party may, at its option, within ninety (90) days of receipt of the Lessor's Notice, terminate this Lease effective as of the date of the other party's receipt of such notice of termination. Tenant shall be afforded a reasonable period of time (not to exceed 60 days) to vacate the Premises. If the repairs and restoration can be accomplished within the Restoration Period, or if the repairs cannot be done within the Restoration Period and neither party chooses to terminate this Lease, Lessor shall, within sixty (60) days after the date of Lessor's Notice, commence the repairs and restoration and proceed with all due diligence to restore the Premises to substantially the same condition in which it was immediately prior to the happening of the casualty. As soon after Lessor commences the repairs and restoration as is practical, Tenant shall commence and pursue to completion the repair and restoration or replacement of Tenant's fixtures and personal property. Each party shall proceed with their respective work in a timely and diligent manner using the same or better quality materials as existing prior to the casualty, and they shall use their best efforts not to interfere with, annoy or inconvenience the other party. In the event Lessor fails to deliver to Tenant a Lessor's Notice within the required sixty (60) business day period as to whether or not the damage can be repaired within the Restoration Period, Tenant shall have the right any time after the expiration of the sixty (60) business day notice period to terminate this Lease as of the date of the casualty.

17. Condemnation. If (i) all or a substantial portion of the Premises, and/or (ii) so much of the parking area, means of access such that the remaining portion(s) materially and adversely affect Tenant's use, is taken for any public or quasi-public use by right of eminent domain or otherwise (including a sale in lieu of condemnation), such that Tenant can no longer conduct its business at the Premises on a reasonable and prudent basis, Tenant may terminate this Lease by giving written notice of termination to Lessor within ninety (90) days after such taking. In such event, this Lease shall terminate as of the date of such taking. Tenant shall be afforded a reasonable period of time (not to exceed sixty (60) days) to vacate the Premises. All proceeds from any taking or condemnation of the Premises shall belong to and be paid to Lessor. Nothing contained herein, however, shall prevent Tenant from seeking a separate award from the condemning authority for any loss of Tenant's personal property and equipment, moving expenses, leasehold interests, or other losses relating to Tenant's business so long as such separate award shall not result in a reduction of proceeds payable to Lessor.

18. Force Majeure. If either Lessor or Tenant is delayed or prevented from completing the performance of any obligation under this Lease by reason of accident,

fire, act of God, public enemy, injunction, riot, strike, lockout, insurrection, war, court order, requisition or order of governmental body or authority, inability to procure labor or materials from normally available sources, or by any other cause without its fault and beyond its reasonable control (financial inability excepted), completion will be excused for the period of such delay and the date of completion will be extended for the period of such delay provided notice of the occurrence or encountering of such cause is given to the other party within 10 business days after such occurrence or encounter and notice of the duration of such cause is given within 10 business days after the cessation of such cause.

19. Subordination/Non-Disturbance. Tenant agrees that this Lease is subject and subordinate to the terms and conditions of all terms and conditions pertaining to all mortgages which may now or hereafter affect or encumber all or any portion of the Premises or any successor in interest to Lessor.

20. Lessor Default. Except as set forth herein, Lessor's failure to perform or observe any of its material obligations under this Lease within 30 days after receipt of written notice from Tenant of such default (or within such other reasonable length of time if Lessor has begun earnest efforts to cure such default within the thirty day period) shall be deemed to be a Lessor Default hereunder. The written notice from Tenant shall give reasonable detail regarding the nature and extent of the failure and identify the Lease provision containing the obligations. In the event of Lessor Default Tenant shall be entitled to terminate this Lease upon thirty days prior written notice.

21. Tenant Default. If Tenant (i) fails to comply with any other provision of this Lease after receipt of written notice from Lessor; or (ii) there is a filing of any process of law in any action against Tenant which impacts the Premises; or (iii) becomes insolvent or unable to pay its debts as they become due or notifies Lessor in writing that it anticipates either condition; or (iv) files a petition under any section or chapter of the United States Bankruptcy Code as amended, or under any similar law or statute of the United States or any State thereof; or (v) a petition shall be filed against Subtenant under any such statute, which is not dismissed within 30 days after the filing thereof; or (vi) has a receiver or trustee appointed for the assets of Tenant and such is not discharged within 30 days after the appointment; or (vii) loses or has suspended its accreditation or licenses to engage in its educational operations, then Tenant shall be deemed to be in default hereunder.

On the occurrence of any Tenant default and after the applicable notice and cure period, subject to terms and conditions provided herein, Lessor may:

- (i) without terminating this Lease and without entering into possession of the Premises, continue this Lease in effect and enforce all rights of Lessor and obligations of Tenant hereunder, including the filing of suit for the collection of all sums due hereunder as they accrue (including without limitation attorney's fees and other damages). Acts of

maintenance or preservation or re-letting the Premises shall not constitute a termination of this Lease;

- (ii) reenter and repossess the Premises and remove all persons and property by a suitable action or proceeding at law or in equity, without being liable for any damage therefore. No re-entry by Lessor shall be deemed a termination or an acceptance of a surrender of this Lease;
- (iii) terminate this Lease and pursue Tenant for damages in an amount equal to (i) the sum of all amounts due hereunder to the date of termination; plus (ii) the reasonable cost to Lessor for any repairs and other costs of re-letting, plus (iv) Lessor's costs and expenses incurred in the enforcement hereof, including without limitation, reasonable attorney's fees and other legal costs;
- (iv) cure such Tenant default in any other manner (after giving Tenant written notice of Lessor's intention to do so except in the case of emergency), in which event Tenant shall reimburse Lessor for all expenses reasonably incurred by Lessor in doing so, plus interest at the rate of twelve percent (12%) per annum, which expenses and interest shall be payable by Tenant immediately on demand therefore by Lessor; and/or
- (v) pursue any combination of such remedies and/or any other remedy available to Lessor at law or in equity.

Forbearance to enforce or waiver or compromise by Lessor of any Tenant default shall not be construed as a waiver of any subsequent Tenant default.

All remedies of Lessor shall be cumulative, and in addition, Lessor may pursue any other remedies that may be permitted by law or in equity. No expiration or termination of this Lease, no reentry or reletting of the Premises by Lessor as set forth herein, shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such events.

22. Construction. Lessor and Tenant acknowledge that each of them and their respective counsel has had an opportunity to review this Lease and it is the product of negotiation. In the event any provision of this Lease is deemed to be ambiguous, it shall not be construed more strictly for or against either party, but rather shall be interpreted in accordance with its fair meaning.

23. Severability. If any provision of this Lease or the application thereof to any person or circumstance shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Lease, or the application of such provision to other persons or circumstances, shall not be affected thereby and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24. Time of the Essence. Except as otherwise expressly provided herein, time is of the essence with respect to all required acts of Tenant and Lessor under this Lease.

25. Commissions. Lessor and Tenant warrant and represent that they have not dealt with any broker or sales person in connection with this Lease. Lessor and Tenant further represent they have not dealt with any other person that would create any liability for the payment of a commission by the other party. The party who breaches this warranty shall defend, hold harmless and indemnify the non-breaching party from any claims or liability arising from the breach.

26. Notices. All notices, demands, consents and approvals which may be or are required to be given by either party to the other hereunder shall be in writing and shall be deemed to have been fully given and received upon actual delivery (or refusal to accept delivery) to the address of all parties designated to receive notice as set forth on the first page of this Lease or to such other place as either party shall notify the other party in writing from time to time. Notices, demands, consents and approvals shall be deemed properly given only by: (a) personal delivery; or (b) sent by a nationally recognized overnight delivery service; or (c) deposit in the United States mail certified, return receipt requested with postage prepaid.

27. Paragraph Headings/Entire Agreement. Paragraph headings are for convenience only and shall not be deemed a controlling part of this Lease agreement. This Lease contains the entire agreement between the parties with respect to its subject matter. This Lease may be amended only by subsequent written agreement between the parties. Except for those that are set forth in this Lease, no representations, prior written or oral promises, warranties or agreements made by Lessor or Tenant shall be applicable to this Lease.

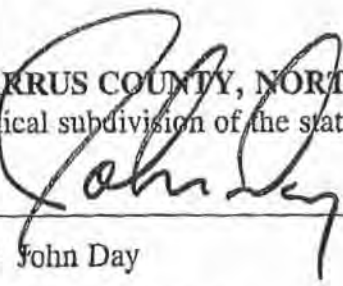
28. Governing Law. This Lease shall be governed by and shall be construed and interpreted in accordance with the laws of the State of North Carolina. The parties agree to use their best efforts to resolve any conflicts that arise under this Lease prior to resorting to litigation. However, in the event of litigation hereunder, the parties agree to the personal jurisdiction of the courts of Cabarrus County, North Carolina for resolution of such dispute.

29. Memorandum of Lease. At the request of either party, Lessor and Tenant agree to promptly execute a recordable memorandum of this Lease setting forth the names and addresses of the parties, the date of execution, a specific legal description of the Premises, the actual commencement date of the Lease, which memorandum may be recorded by the requesting party at its expense in the appropriate public records.

IN WITNESS WHEREOF, the parties hereto have duly executed multiple counterparts of this Lease in their respective names by their respective authorized representatives, effective as of the date set forth above.

LESSOR:

CABARRUS COUNTY, NORTH CAROLINA
A political subdivision of the state of North Carolina

By:  (seal)

Name: John Day

Title: County Manager

TENANT:

ROWAN-CABARRUS COMMUNITY COLLEGE, INC.

By:  (seal)

Name: RICHARD L. BROWNELL

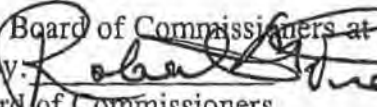
Title: PRESIDENT

Read and Approved:

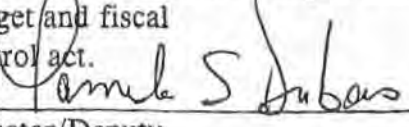
Cabarrus County Board of Commissioners

By: 

Chairman

This lease agreement was approved by the Cabarrus County Board of Commissioners at a public meeting held on the 15th day of November, 2004. By: 
Robert M. Freeman, Chairman to the Cabarrus County Board of Commissioners

*This instrument has been pre-audited in the manner required by the local government budget and fiscal control act.


Director/Deputy
Finance Director

Cabarrus County Finance

EXHIBIT A
TO LEASE AGREEMENT BY AND BETWEEN
ROWAN-CABARRUS COMMUNITY COLLEGE AND CABARRUS COUNTY,
NORTH CAROLINA

**(INCLUDE AS THIS EXHIBIT, A LEGAL DESCRIPTION OF THE LEASED
PREMISES)**

EXHIBIT B
TO LEASE AGREEMENT BY AND BETWEEN
ROWAN-CABARRUS COMMUNITY COLLEGE AND CABARRUS COUNTY,
NORTH CAROLINA

(ATTACH COPY OF NCGS 115D-32)



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

FEBRUARY 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at February 20, 2017 Meeting

SUBJECT:

Planning and Development - Community Development Request to Submit Grant Applications

BRIEF SUMMARY:

Community Development Staff is requesting permission to submit grants for the Weatherization and Duke Helping Homes Fund grant programs. Staff does not recommend pursuing HOME program funds this year.

Cabarrus County has been administering the Weatherization program for over 20 years. The program provides energy efficiency improvements and heating and air repair and replacements for low income households. Energy improvements were made for 33 families in FY 16 at an average cost per unit of \$5,713. The Weatherization program repaired or replaced 22 HVAC systems at an average cost per unit of \$4,480.

The Duke Helping Homes Fund was a new program for Cabarrus County this year. Under this program, Cabarrus County expended approximately \$72,000 in heating and air replacements and health and safety improvements. The Duke Helping Homes program funded the replacement of 8 HVAC systems and made health and safety improvements to 16 homes. It is uncertain at this time if the Duke program will be funded for another year, but staff is seeking permission to pursue the funds in the event they are available, and since there is often a quick turnaround time for submittals.

The Weatherization program is expected to have funds available during the next fiscal year. We currently have a waiting list for Weatherization and HVAC services. There is no cash match required for either the

Weatherization or Duke grant.

The HOME program grant has traditionally been used for full housing rehabilitation. Due to an inability to qualify applicants and limited availability of program administrators, staff does not recommend pursuing this funding this fiscal year. This will also alleviate the need for the required county match for this year.

REQUESTED ACTION:

Motion to authorize staff to make application for Weatherization funding and Duke Helping Homes funding as available.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, Planning and Development Director, AICP

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING

FEBRUARY 20, 2017
6:30 P.M.

MISSION STATEMENT

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

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS
GIRL SCOUT BROWNIE TROOP 1583
WESTFORD UNITED METHODIST CHURCH

INVOCATION
REVEREND KIRK TUTTEROW
TRINITY UNITED METHODIST CHURCH

A. APPROVAL OR CORRECTION OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Planning and Development - Cabarrus Soil and Water Conservation District Contest Recognitions
2. Human Resources - Recognition of James Bryant Kiser on His Retirement from Cabarrus County Emergency Medical Services

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

E. OLD BUSINESS

F. CONSENT AGENDA

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

1. CCS - Funding Request for Contingency to Cover Start-Up Costs for the Mount Pleasant Middle School Project
2. CCS - Mount Pleasant Middle School Funding Transfer for Technology and Moving Expenses
3. County Manager - Transfer of Cabarrus Business & Technology Center Property
4. KCS - Funding Transfer Request for Technology, Furniture and Equipment for the Kannapolis Middle School Project
5. Planning and Development - Community Development Request to Submit Grant Applications
6. Tax Administration - Refund and Release Report - January 2017
7. Tax Collection - Advertisement of 2016 Tax Liens on Real Property

G. NEW BUSINESS

1. Economic Development Investment - Placeholder
2. Economic Development Investment - Project Pinecone - Public Hearing 6:30 P.M.
3. Communications and Outreach - Branding RFP Recommendation
4. CCS - Funding Request for Royal Oaks Elementary School
5. KCS - Request for Capital Allotment to Cover Increased Costs of Charter School Students and Funding Loss Due to Statutory ADM Allocation Change
6. KCS - Funding Request for Contingency to Cover Two Change Orders for the Kannapolis Middle School Construction Project
7. KCS - Funding Request for Renovations to Convert Kannapolis Intermediate School to Carver Elementary School

H. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Appointments - Adult Care Home Community Advisory Committee
2. Appointments - Agricultural Advisory Board
3. Appointments and Removals – Human Services Advisory Board
4. Appointments - Juvenile Crime Prevention Council (JCPC)
5. Appointments and Removals - Nursing Home Community Advisory Committee
6. Appointments (Removals) - Cabarrus County Planning and Zoning Commission

7. Appointments – Update to Commissioner Appointments for 2017

I. REPORTS

1. County Manager - Monthly New Development Report
2. County Manager - Monthly Reports on Building Activity
3. EDC - January 2017 Monthly Summary Report
4. Finance - Monthly Financial Update
5. Sheriff's Office - Quarterly Report
6. BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees
7. Request for Applications for County Boards/Committees

J. GENERAL COMMENTS BY BOARD MEMBERS

K. WATER & SEWER DISTRICT OF CABARRUS COUNTY

L. CLOSED SESSION

M. ADJOURN

IN ACCORDANCE WITH ADA REGULATIONS, ANYONE WHO NEEDS 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.

Scheduled Meetings:

March 6	Work Session	4:00 p.m.	Multipurpose Room
March 20	Regular Meeting	6:30 p.m.	BOC Meeting Room
March 23	Cabarrus Summit	6:00 p.m.	Cabarrus Arena
April 3	Work Session	4:00 p.m.	Multipurpose Room
April 18	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.

Channel 22 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.



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

FEBRUARY 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation, Economic Development and Acquisition of Real Estate

BRIEF SUMMARY:

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

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
FEBRUARY 6, 2017**

ADDITIONS:

Discussion Items – No Action

3.4 BOC – NCACC Video Update

ADDITION



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**FEBRUARY 6, 2017
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

BOC - NCACC Video Update

BRIEF SUMMARY:

The North Carolina Association of County Commissioners (NCACC) has requested counties view the following video update.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Megan Smit, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
