

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

-
- 1. CALL TO ORDER - CHAIRMAN**
 - 2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN**
 - 3. DISCUSSION ITEMS - NO ACTION**
 - 3.1. County Manager - Capital Planning and Debt Affordability
 - 3.2. Infrastructure and Asset Management - Courthouse Expansion Project Update
 - 3.3. Innovation and Technology - Innovation Report
 - 3.4. Recycling / Waste Reduction - Recycle Right NC Campaign
 - 4. DISCUSSION ITEMS FOR ACTION**
 - 4.1. Kannapolis City Schools - Request for Landlord Waiver (Guaranteed Energy Savings)
 - 4.2. BOC - Appointments to Boards and Committees
 - 4.3. County Manager - Contribution to North Carolina National Guard Museum
 - 4.4. Tax Administration - Schedule of Values, Standards and Rules
 - 4.5. County Manager - Dominion Energy Easement on East First Street
 - 4.6. County Manager - Reappropriation of Funds for Ongoing Projects, Grants and Commitments
 - 4.7. County Manager - Request to Purchase County Property on Rankin Road
 - 4.8. County Manager - Resolution of Support for a New Roundabout at Gold Hill and Irish Potato Roads
 - 4.9. DHS - FY20 5311 Community Transportation Grant - Public Hearing 6:30 p.m.
 - 4.10. DHS - Transportation Title VI Policy
 - 4.11. Finance - Adjust Soil and Water Prime Farmland Funding to Capital Improvement Plan Level
 - 4.12. Human Resources - Personnel Ordinance Updates
 - 4.13. Infrastructure and Asset Management - Governmental Center Skylight Replacement and Re-Roof Project Construction Manager at Risk Selection
 - 4.14. Planning and Development - 2018-2019 HOME Program Consolidated Annual Performance and Evaluation Report (CAPER) - Public Hearing 6:30 p.m.

- 4.15. Sheriff's Office - Additional Position Allocation
- 4.16. Sheriff's Office - Motorola Contract
- 4.17. Solid Waste / Landfill - Revised Saturday Operating Hours

5. APPROVAL OF REGULAR MEETING AGENDA

- 5.1. BOC - Approval of Regular Meeting Agenda

6. CLOSED SESSION

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

7. ADJOURN

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

County Manager - Capital Planning and Debt Affordability

BRIEF SUMMARY:

County staff met with three consulting firms seeking assistance with enhancing our capital planning capabilities. DEC Associates were selected to help with the creation of a Community Investment Fund (CIF) and associated capital planning model. Doug Carter, President and Managing Director of DEC Associates, will present to the board the benefits of a CIF and demonstrate how the capital planning model will help guide decision-making.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Rodney Harris, Deputy County Manager
Doug Carter, DEC Associates

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Presentation

Financial Planning, Capital Needs, and Debt Affordability

Presented to Board of Commissioners

By DEC Associates and County Staff

September 4, 2019



CABARRUS COUNTY
America Thrives Here

Capital Needs = \$738 million

(2019-2027; subject to change)



Cabarrus County Schools
\$381 million

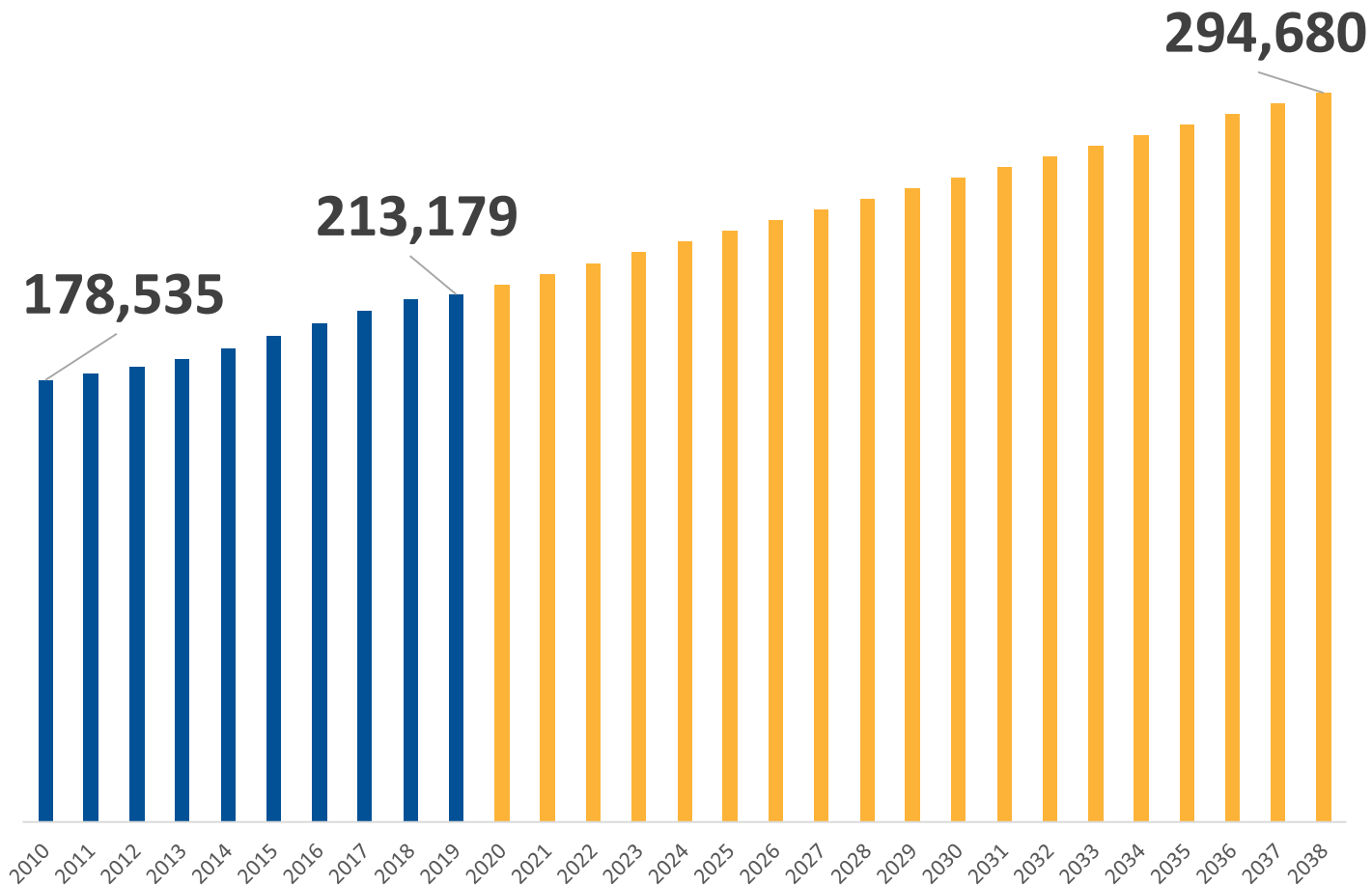
County Facilities
\$247 million

Courthouse
\$110 million

Cabarrus Population Growth

(Source: *NC OSBM State Demographer*)

- 2010-2019 population increase of **34,644**
- 2020-2038 projected increase of **81,501**



Proposed Changes

Community Investment Fund (CIF)

- Separate, dedicated fund for capital
- Recommended by Local Government Commission
- Viewed favorably by rating agencies

Debt Affordability Model

- Scenario planning
- Forecasting

DEC Background

One of the top ranked firms in North Carolina

– County clients:

- Cumberland
- Dare
- Durham
- Forsyth
- Onslow

– Municipal clients:

- Asheville
- Charlotte
- Greensboro
- Raleigh



Contents/Introduction

DEC Presentation

Purpose of presentation – introduce, define, review

- County's sound history of financial planning
 - Planning for rapid growth and resulting facility needs
 - Debt affordability analysis importance
- Best practices to meet capital needs
 - Separating operating from capital cost
- Community Investment Fund (CIF) why it works
 - New method to manage capital needs
- To answer your questions and moving forward



Long-Term Financial Planning

Planning provides:

- Road map/evaluating current policies
- Achievement objectives
- Measure and achieve affordability
- Greater financial alternatives
- Means to match needs with priorities
- Annual review - can change as needed

Highly regarded by rating agencies and Local Government Commission (LGC)

Long-Term Financial Planning

Five-year CIP – achieving capital needs - cost efficiently

- Courthouse and Middle School
- Adequacy of current funding levels
 - Additional capital/debt and operating costs
- Goal - develop affordability/funding model

Comprehensive CIP adds credit rating strength

- Economy, Finances, Management, Debt (four criteria)
- Cabarrus “locational” positives
- Adequate capital resources – how dedicated
- “Buy in” by elected and management officials

Separating Capital and Operating

N.C. counties commonly include in General Fund (GF) - operating, debt service, pay-go - results in:

- Changing annual capital \$s - d/s and pay-go
- Often moves capital \$s to operating

Number of counties changed method

- Created separate capital investment fund
- Includes all capital related resources/costs
- Central place - capital priorities and affordability

Change well received by county policy makers, LGC and rating agencies

How CIF Works

Move (from GF to CIF)

- Current debt service resources/cost and pay-go
- Dedicated schools sales tax, lottery, etc.
- New capacity likely generated

Add (as needed)

- Additional resources – already added County \$s

Creates separate/clearer means to define new capital capacity

Mechanics of CIF



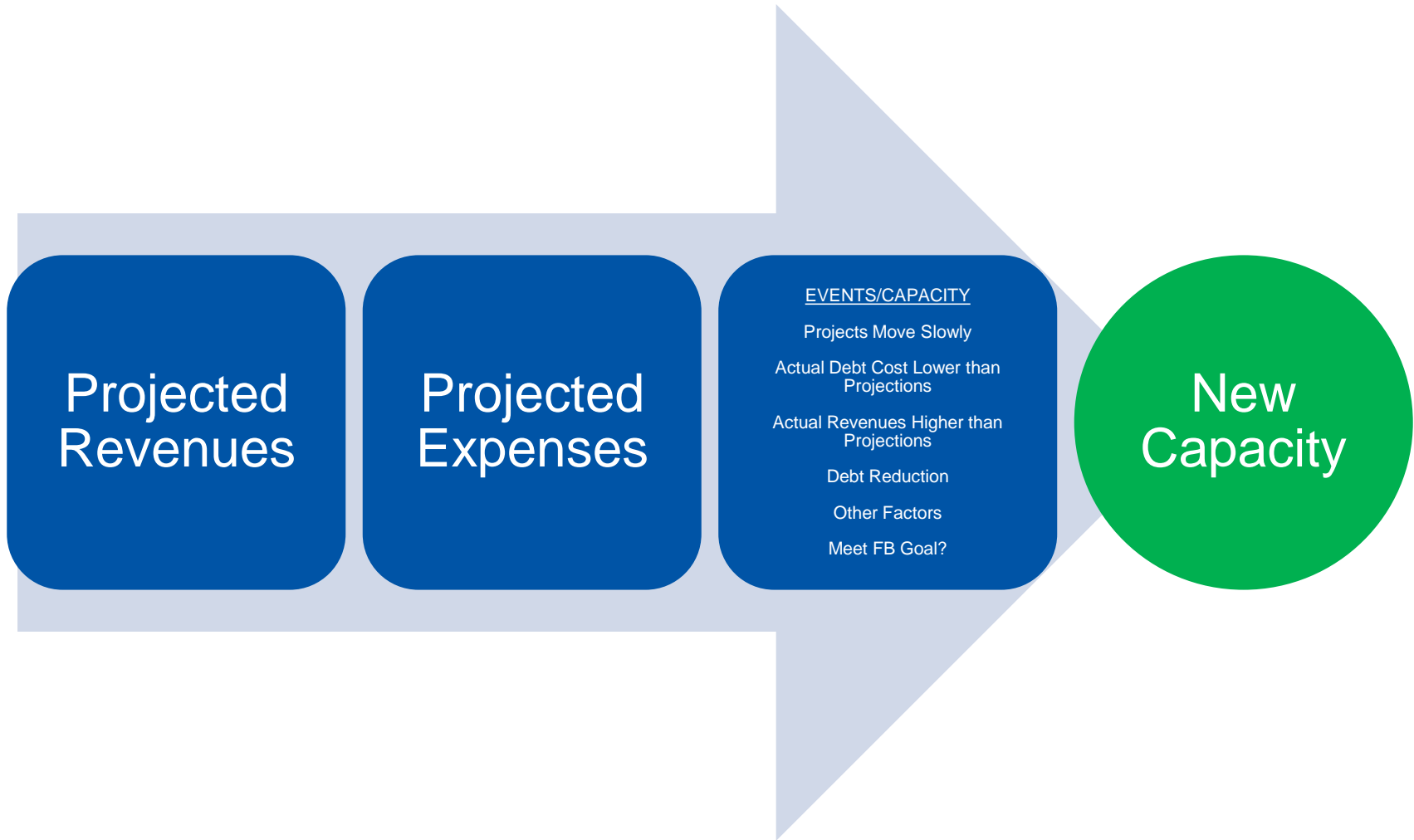
Debt Affordability Model

Within the CIF

- Building a debt/capital affordability model
 - Blending of available resources
 - Capital needs and priority
 - Efficient debt structures
 - Overall statistical analysis – affordability and capacity
- What does it include?
 - Assumptions on growth, cost, timing, etc.
 - Analysis of various funding structures
 - “What if” analysis

Results - debt affordability and funding model TOOL

Debt Affordability Model



CIF Improves Information

How improved and identifies?

- General and school capital needs - separately
 - Dedicated school \$s and \$s for County sources
- Specifically when/how much resources needed
 - Additional debt service, pay-go and operating costs
- Clear definition of priorities
- Altered project priorities reasoning
- Other potential cost efficiency strategies

Results - greater transparency for CIF needs -
Benefits of Community Investments

Debt Affordability Model Example

County of XXXXX North Carolina
Debt Capacity Analysis

Growth Assumptions	
Value of 1¢	1.00%
Lottery	0.00%
Investment	0.00%

Revenue Assumptions	
New ¢ FY'10	2.00
New ¢ FY'21	0.00

Thursday, August 01, 2019
Version 15

Total in this Plan: \$314,183,440
Total Already Issued: \$275,183,440 -
Total Left to Issue: \$39,000,000

FY Ending	Value of 1¢ (\$)	Revenues					Total Revenue	Expenditures					Total Debt Service (\$)	Total Debt Service (¢)	Community Improv Fund (\$)	Fund Used (\$)
		Pre-2016 D/S Resources	Lottery Revenue	Other School Revenue	Dedicated Pennies			Pre-2016 & Currently Issued D/S	School Projects	Gen. Govt. Projects	Pay-go Projects					
June-16	\$ 1,309,230	\$ 10,133,745	\$ 1,646,000	\$ 6,931,707	\$ 2,618,460	\$ 21,329,912	\$ 21,427,918					\$ 21,427,918	\$ 0.164	\$ 7,388,911	\$ 98,006	
June-17	\$ 1,322,322	\$ 10,133,745	\$ 1,646,000	\$ 6,843,026	\$ 2,644,645	\$ 21,267,415	\$ 21,645,800	\$ -	\$ -			\$ 21,645,800	\$ 0.164	\$ 6,715,526	\$ 378,385	
June-18	\$ 1,335,546	\$ 10,133,745	\$ 1,646,000	\$ 6,865,452	\$ 2,671,091	\$ 21,316,288	\$ 22,287,554	\$ -	\$ -	\$ 600,995		\$ 22,888,549	\$ 0.171	\$ 3,553,186	\$ 1,572,261	
June-19	\$ 1,393,766	\$ 10,133,745	\$ 1,646,000	\$ 7,285,289	\$ 2,787,532	\$ 21,852,566	\$ 22,365,783	\$ -	\$ -	\$ 627,195		\$ 22,992,977	\$ 0.165	\$ 2,412,774	\$ 1,140,412	
June-20	\$ 1,407,704	\$ 10,133,745	\$ 1,646,000	\$ 7,963,869	\$ 2,815,407	\$ 22,559,021	\$ 21,445,834	\$ -	\$ -	\$ 633,467		\$ 22,079,301	\$ 0.157	\$ 2,892,495	-	
June-21	\$ 1,421,781	\$ 10,133,745	\$ 1,646,000	\$ 8,023,418	\$ 2,843,561	\$ 22,646,724	\$ 20,775,307	\$ 1,000,000	\$ -	\$ 568,712		\$ 22,344,019	\$ 0.157	\$ 3,195,200	-	
June-22	\$ 1,435,999	\$ 10,133,745	\$ 1,646,000	\$ 8,082,009	\$ 2,871,997	\$ 22,733,751	\$ 19,645,852	\$ 2,055,000	\$ -	\$ 574,399		\$ 22,275,252	\$ 0.155	\$ 3,653,699	-	
June-23	\$ 1,450,358	\$ 10,133,745	\$ 1,646,000	\$ 7,699,102	\$ 2,900,717	\$ 22,379,564	\$ 18,977,399	\$ 2,002,250	\$ -	\$ 580,143		\$ 21,559,792	\$ 0.149	\$ 4,473,470	-	
June-24	\$ 1,464,862	\$ 10,133,745	\$ 1,646,000	\$ 7,388,983	\$ 2,929,724	\$ 22,098,452	\$ 18,308,945	\$ 1,949,500	\$ -	\$ 585,945		\$ 20,844,390	\$ 0.142	\$ 5,727,533	-	
June-25	\$ 1,479,511	\$ 10,133,745	\$ 1,646,000	\$ 7,457,685	\$ 2,959,021	\$ 22,196,452	\$ 18,047,342	\$ 1,896,750	\$ -	\$ 591,804		\$ 20,535,896	\$ 0.139	\$ 7,388,088	-	
June-26	\$ 1,494,306	\$ 10,133,745	\$ 1,646,000	\$ 7,527,074	\$ 2,988,612	\$ 22,295,431	\$ 16,203,880	\$ 1,844,000	\$ 950,000	\$ 1,494,306		\$ 20,492,186	\$ 0.137	\$ 9,191,333	-	
June-27	\$ 1,509,249	\$ 10,133,745	\$ 1,646,000	\$ 7,597,157	\$ 3,018,498	\$ 22,395,400	\$ 13,380,543	\$ 1,791,250	\$ 1,950,000	\$ 1,509,249		\$ 18,631,041	\$ 0.123	\$12,955,691	-	
June-28	\$ 1,524,341	\$ 10,133,745	\$ 1,646,000	\$ 7,667,941	\$ 3,048,683	\$ 22,496,369	\$ 10,837,909	\$ 1,738,500	\$ 1,900,000	\$ 1,524,341		\$ 16,000,750	\$ 0.105	\$19,451,309	-	
June-29	\$ 1,539,585	\$ 10,133,745	\$ 1,646,000	\$ 7,739,432	\$ 3,079,170	\$ 22,598,347	\$ 5,459,885	\$ 1,685,750	\$ 1,850,000	\$ 1,539,585		\$ 10,535,220	\$ 0.068	\$31,514,436	-	
June-30	\$ 1,554,981	\$ 10,133,745	\$ 1,646,000	\$ 7,811,639	\$ 3,109,961	\$ 22,701,345	\$ 5,290,792	\$ 1,633,000	\$ 1,800,000	\$ 1,554,981		\$ 10,278,772	\$ 0.066	\$43,937,009	-	
June-31	\$ 1,570,530	\$ 10,133,745	\$ 1,646,000	\$ 7,884,568	\$ 3,141,061	\$ 22,805,373	\$ 5,122,181	\$ 1,580,250	\$ 1,750,000	\$ 1,570,530		\$ 10,022,961	\$ 0.064	\$56,719,421	-	
June-32	\$ 1,586,236	\$ 10,133,745	\$ 1,646,000	\$ 7,958,225	\$ 3,172,471	\$ 22,910,442	\$ 4,976,142	\$ 1,522,500	\$ 1,700,000	\$ 1,586,236		\$ 9,784,878	\$ 0.062	\$69,844,986	-	
June-33	\$ 1,602,098	\$ 10,133,745	\$ 1,646,000	\$ 7,513,840	\$ 3,204,196	\$ 22,497,781	\$ 4,805,468	\$ 1,470,000	\$ 1,650,000	\$ 1,602,098		\$ 9,527,566	\$ 0.059	\$82,815,200	-	

Moving Forward

CIF actions:

- Move forward with CIF?
- Develop project priorities, ranking and timing
- Create CIF debt model
- Develop final CIF – 2021 CIP
 - Within current resources
 - Additional resources or changed project scope/cost, timing, etc.
- Update County financial policies

Implemented CIF provides **on-going** information for future budget decisions and alternatives

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Courthouse Expansion Project Update

BRIEF SUMMARY:

Staff to provide update on Cabarrus County Courthouse Expansion project including Means Ave. abandonment, collaboration meetings, public outreach, public art, and design.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

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

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

September 4, 2019
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AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Innovation and Technology - Innovation Report

BRIEF SUMMARY:

Monthly report on county employees creating value through innovation.



Finding Rover

Protecting our best friends

Finding Rover is a community social platform for animal lovers and advocates. Residents, shelters and other animal organizations share photos and descriptions of lost and found animals. The Finding Rover community becomes part of the search party by helping match lost and found posts. The community effort is what will drive and make matches happen. We need residents and animal organizations in our community to sign up as a Finding Rover member to help every lost dog and cat find their way home!

Register your pet today!

Share this to save lives!
@FindingRover #FindingRover

www.FindingRover.com

REQUESTED ACTION:

Receive report.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Debbie Brannan, Area Manager of Innovation and Technology

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Presentation

Innovation Report

September 4, 2019

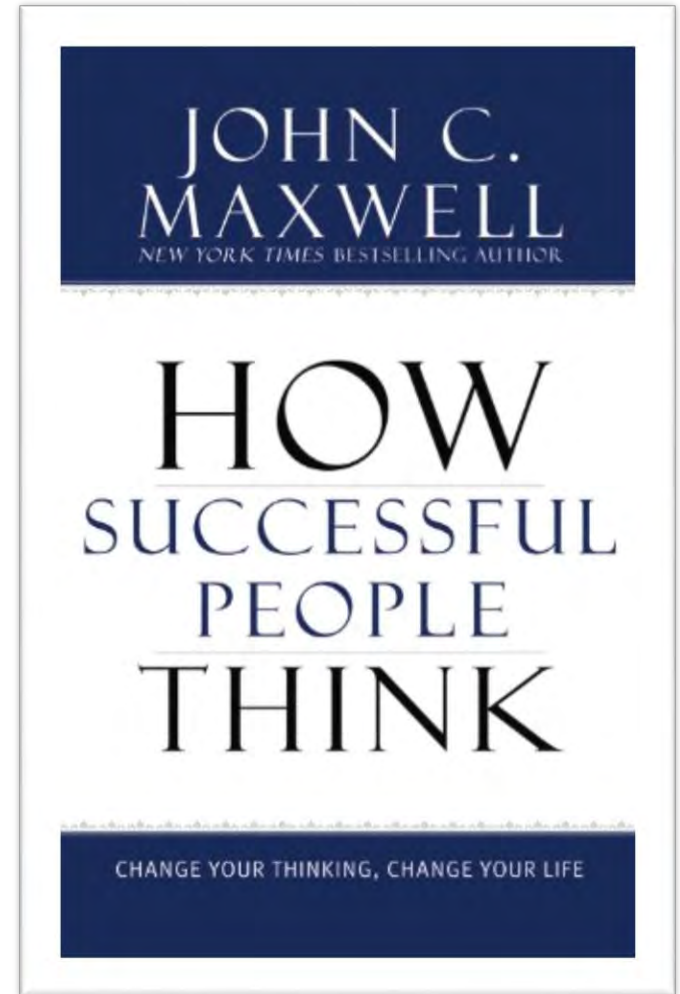


CABARRUS COUNTY
America Thrives Here

Creating a Culture of Innovation

“One of the most important skills you can develop in human relations is the ability to see things from the other person’s point of view.”

“Often I take an idea that someone else gives me and raise it to a higher level.”



Innovation Initiative

Goal 1

Create a culture of Innovation by educating and empowering staff

Goal 2

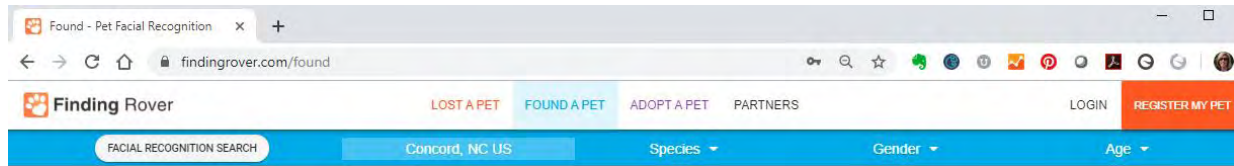
Expand and improve use of existing resources for continuous improvement

Goal 3





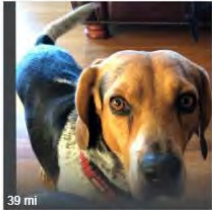

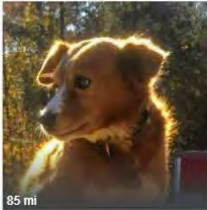
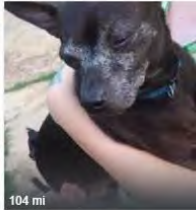

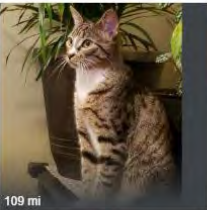

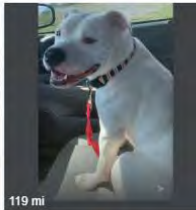
Visualize County operational wellness through measurements and dashboards



Finding Rover Website



Lost Pets Nearby

 <p>0 mi</p> <p>Bebe Female - 10 years</p>	 <p>8 mi</p> <p>Trixie Female - 7 years</p>	 <p>5 mi</p> <p>Caesar Male - 7 years</p>	 <p>34 mi</p> <p>Reggie Male - 4 years</p>
 <p>39 mi</p> <p>Max Male - 4 years</p>	 <p>71 mi</p> <p>Happy Male</p>	 <p>85 mi</p> <p>Jake Male - 12 years</p>	 <p>104 mi</p> <p>Sparky Male</p>
 <p>68 mi</p> <p>Marley Female - 8 years</p>	 <p>109 mi</p> <p>EMILY Female - a year</p>	 <p>140 mi</p> <p>Gizmo Female - 10 months</p>	 <p>119 mi</p> <p>Chevy Male - 2 years</p>



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Protect them before they're lost.



Invite Family and Friends

To help protect your pets.



If you find a Lost Pet

Protect them before they're lost.



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Return results instantly.



Report Your Lost Pet

Just a click of a button.



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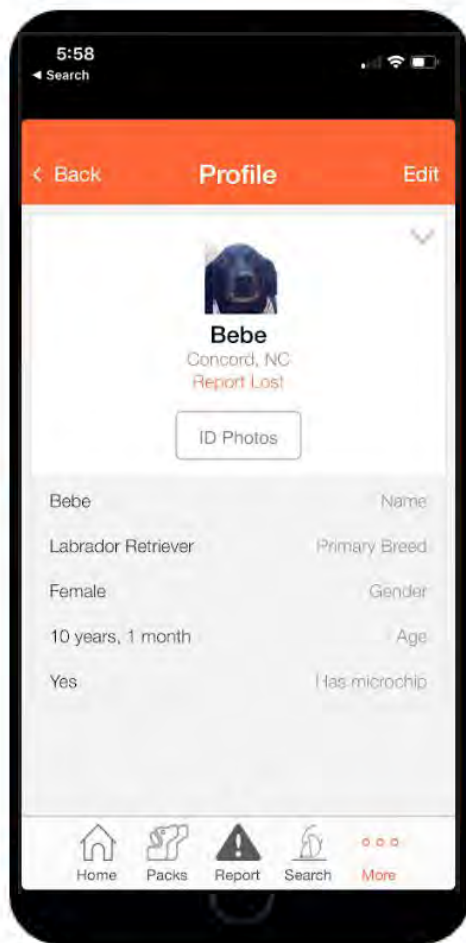
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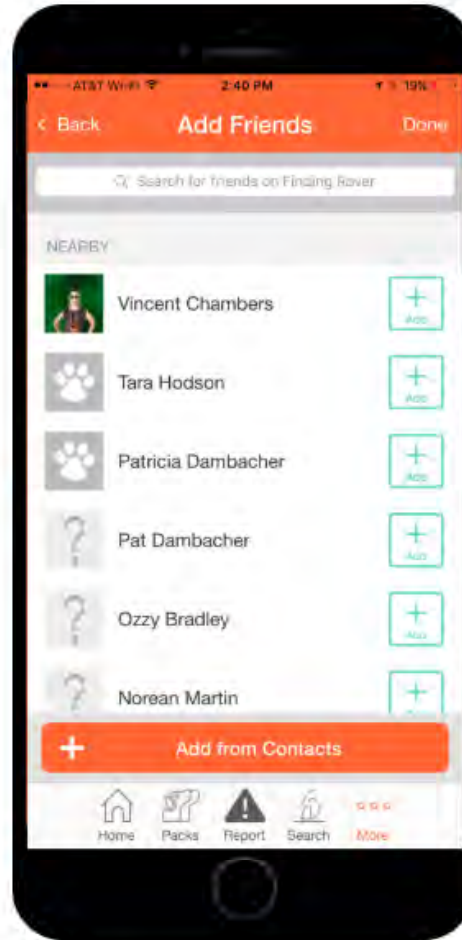
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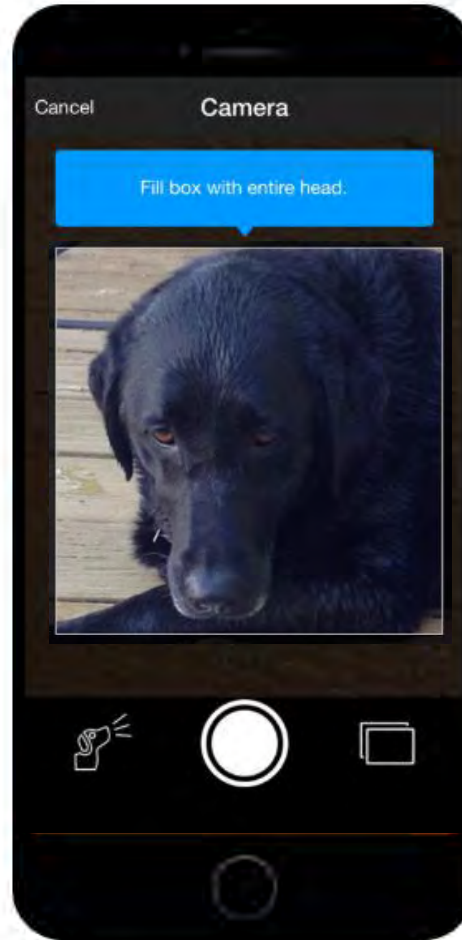
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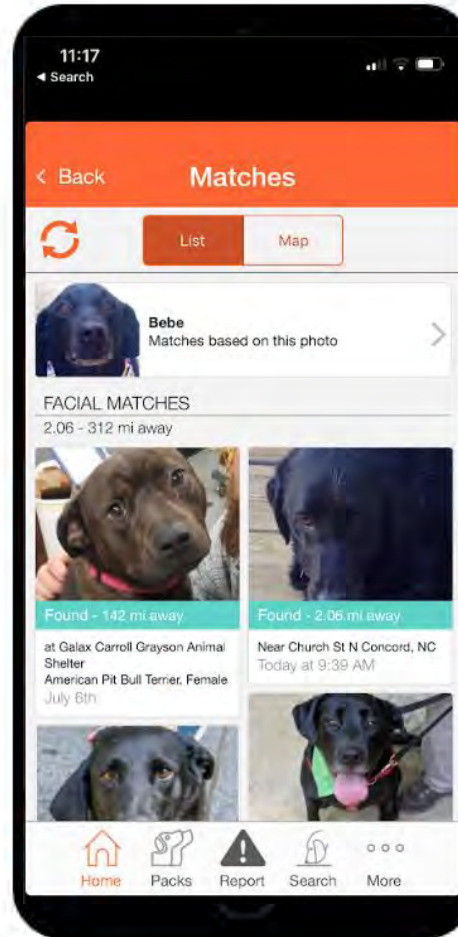
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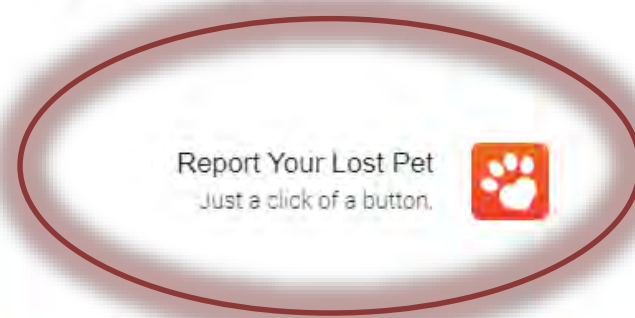
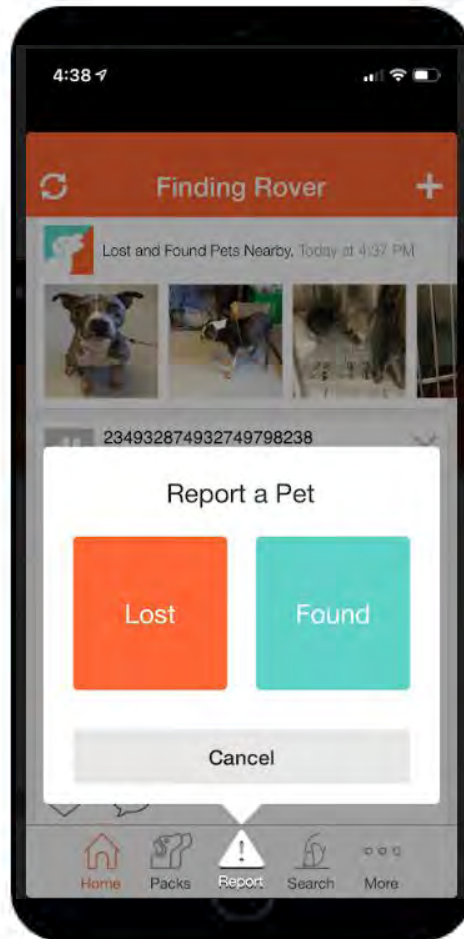
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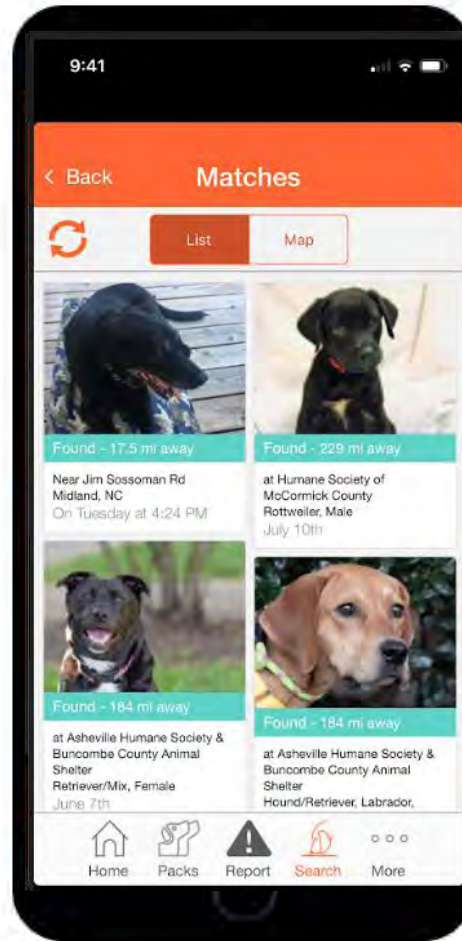
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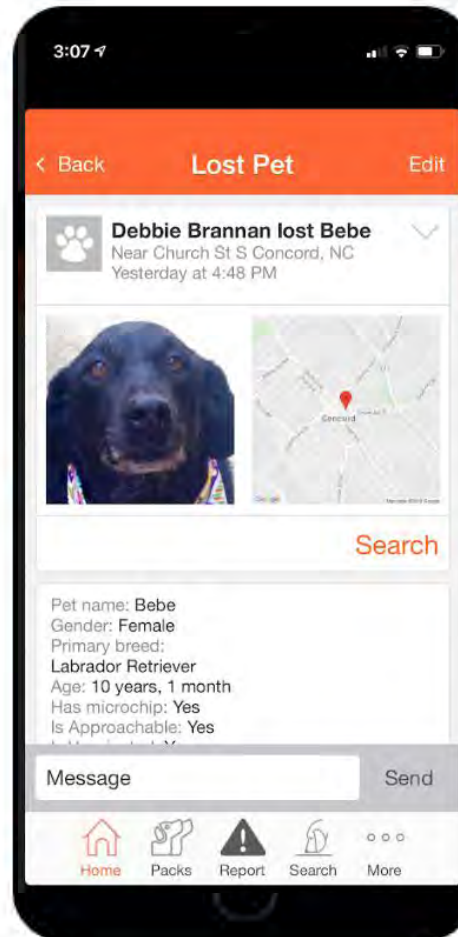
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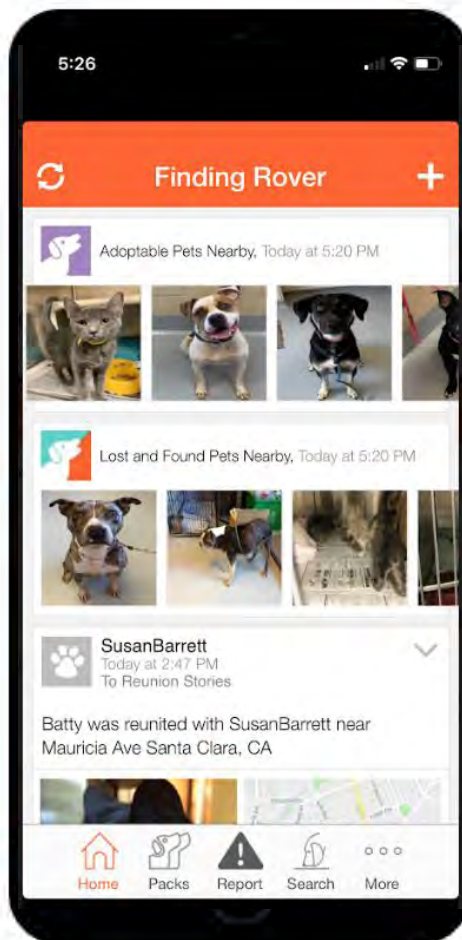
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Healthy and Safe Community

Cabarrus County Animal Advisory Board

Cabarrus County Sheriff Animal Control

Cabarrus County Animal Shelter

Community Rescue Organizations

Vets and Animal Hospitals

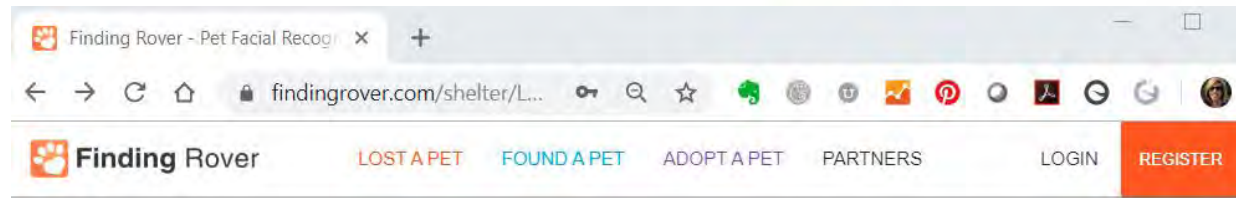
Pet Businesses and Groomers

Residents and Pet Owners



Cabarrus County and Finding Rover

Protecting our best friends



Cabarrus County Animal Shelter Found Shelter List



CABARRUS COUNTY
ANIMAL SHELTER

Contact Us At:
Betsy Carpenter Pl SW,
Concord, NC 28025,
USA

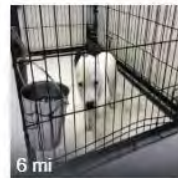
[EMAIL](#)

[DIRECTIONS](#)

[CALL](#)

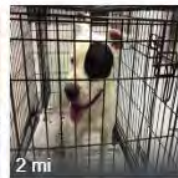
[VIEW ADOPTABLE PETS](#)

[VIEW FOUND PETS](#)



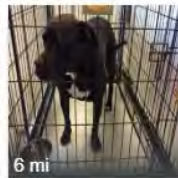
6 mi

Found Pet
Female



2 mi

Found Pet
Male



6 mi

Found Pet
Female



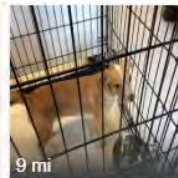
10 mi

Found Pet
Male



6 mi

Found Pet



9 mi

Found Pet
Male



6 mi

Found Pet
Male



6 mi

Found Pet

Rescues and Finding Rover

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LOST A PET

FOUND A PET

ADOPT A PET

PARTNERS

LOGIN

REGISTER MY PET

Shelters and Rescues

humane



Humane Society of Eastern Carolina

3520 Tupper Dr, Greenville, NC 27834, USA
(2013)



CALL

EMAIL

Humane Society of Boulder Valley

2323 55th St, Boulder, CO 80301, USA
(2013)



CALL

EMAIL

Carolina Poodle Rescue

6705 Union Hwy, Pacolet, SC 29372, USA
(2013)

CALL

EMAIL

Humane Society of the North Bay

1121 Sonoma Boulevard, Vallejo, CA 94590, USA
(2013)



CALL

EMAIL

Humane Society of Broward County

2070 Griffin Road, Fort Lauderdale, FL 33312, USA
(2013)



CALL

EMAIL

Brother Wolf Animal Rescue

31 Glendale Ave, Asheville, NC 28803, USA
(2013)



CALL

EMAIL



CABARRUS COUNTY
America Thrives Here

cabarruscounty.us
Page 39

Residents and Business Owners



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Tell your customers, friends and family about Finding Rover.

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Pet Owners and Finding Rover

Protecting our best friends

Registration of your pet is FREE

and as simple as 1, 2, 3

Just go to www.FindingRover.com and

1. Upload your pet's photo
2. Enter a few details about your pet
3. Enter your name, email address, and zip code

Register your pet today!

www.FindingRover.com



Finding Rover Community

Help us build a local **Finding Rover** Community!

Local collaboration and crowd sourcing is needed to create a healthy and safe community for our animals.

Help make matches happen,
resulting in reunions and new homes!



Innovation Report

September 4, 2019



CABARRUS COUNTY
America Thrives Here



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Recycling / Waste Reduction - Recycle Right NC Campaign

BRIEF SUMMARY:

The North Carolina Department of Environmental Quality is launching a "Recycle Right NC" campaign on September 9. This campaign will focus on anti-contamination and will run for 10 weeks. Cabarrus County has signed up to participate in this campaign. Staff will present details about the campaign and Cabarrus County's participation in the campaign.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kevin Grant, Sustainability Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Kannapolis City Schools - Request for Landlord Waiver (Guaranteed Energy Savings)

BRIEF SUMMARY:

Kannapolis City Schools are requesting the County Commissioners approve a Landlord Waiver in regards to a guaranteed energy savings project. Four schools that will be included in the guaranteed energy savings project are owned by Cabarrus County. The four schools are A.L. Brown High, Fred L. Wilson Elementary, Kannapolis Middle, and Shadybrook Elementary. A memo and Landlord Waiver is included for your review.

REQUESTED ACTION:

Motion to Approve the execution of a Landlord Waiver for Kannapolis City Schools.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Will Crabtree, Director of Business Operations
Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ KCS - Request memo
- ▣ Landlord Waiver



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

August 16, 2019

To: Mike Downs, County Manager

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

Re: Request for Landlord Waiver (Guaranteed Energy Savings)

We are requesting the Cabarrus County Commissioners approve the provided Landlord Waiver in regards to the guaranteed energy savings project. The Landlord Waiver is a document in which Cabarrus County as the landlord in all these buildings disclaims any security interest in the equipment being installed, and permits the Bank to come into the buildings (with appropriate notice, etc.) to remove the equipment if there is an event of default. It also makes clear which equipment is the "Pledged Equipment" – and expressly excludes HVAC, water and controls in the three Kannapolis school buildings currently pledged as collateral for certain outstanding debt of Cabarrus County. Counsel for Cabarrus County has reviewed and approved the language in the document. Thank you for your attention to this matter.

LANDLORD WAIVER

THIS LANDLORD AGREEMENT (this "Agreement") is entered as of this [____] day of September, 2019 by the County of Cabarrus, North Carolina ("Landlord"), the owner of certain real property, buildings and improvements located at the addresses set forth on Exhibit A (the "Cabarrus Owned Property"), to Banc of America Public Capital Corp, as Lender (the "Lender") under an Installment Financing Contract dated August 16, 2019 (the "IFC") between the Lender and the Kannapolis City Board of Education ("Kannapolis BOE"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the IFC.

Recitals:

A. The Lender has entered into the IFC with Kannapolis BOE in order to finance the installation of certain energy savings Equipment in various schools operated by Kannapolis BOE, including the Cabarrus Owned Property. Kannapolis BOE has granted a security interest in a portion of the Equipment identified in the IFC and on Exhibit A hereto as the "Pledged Equipment" to the Lender as security for the IFC.

B. A portion of the Pledged Equipment will be installed in the Cabarrus Owned Property.

C. As a condition to entering into the IFC, the Lender has requested that Kannapolis BOE obtain from the Landlord a waiver and subordination, pursuant to the terms of this Agreement, of all of its rights against any of the Pledged Equipment until the IFC has been paid in full.

NOW, THEREFORE, in consideration of the foregoing, and the mutual benefits accruing to the Lender and Landlord as a result of the IFC, the sufficiency and receipt of such consideration being hereby acknowledged, the parties hereto agree as follows:

1. Landlord hereby subordinates in favor of the Lender, any and all rights or interests that Landlord, or its successors and assigns, may now or hereafter have in or to the Pledged Equipment, including, without limitation, any lien, claim, charge or encumbrance of any kind or nature, arising by statute, contract, common law or otherwise.

2. Landlord hereby agrees that the liens and security interests existing in favor of the Lender in the Pledged Equipment shall be prior and superior to any and all liens and security interests which Landlord may now or hereafter have on and in the Pledged Equipment, and any and all other rights, demands and claims of every nature whatsoever which Landlord may now or hereafter have on or against the Pledged Equipment for any reason whatsoever, and Landlord hereby subordinates all of its foregoing rights and interests in the Pledged Equipment to the security interest of the Lender in the Pledged Equipment.

3. Upon the advance written notice from the Lender that an event of default has occurred and is continuing under the IFC, Landlord agrees that the Lender or its delegates or assigns may enter upon the Cabarrus Owned Property, during normal business hours, to inspect or remove the Pledged Equipment, or any part thereof, from the Cabarrus Owned Property, without charge. The Lender shall cause Kannapolis BOE to repair or pay reasonable compensation to Landlord for damage, if any, to the Cabarrus Owned Property caused by the removal of the Pledged Equipment.

4. The undersigned will notify all successor owners, transferees, purchasers and mortgagees of the Cabarrus Owned Property of the existence of this Agreement. The agreements contained herein may not be modified or terminated orally and shall be binding upon the successors, assigns and personal

representatives of the undersigned, upon any successor owner or transferee of the Cabarrus Owned Property, and upon any purchasers, including any mortgagee, from the undersigned.

5. This Agreement shall be binding upon the successors, assigns and transferees of Landlord, and shall inure to the benefit of the transferees of Landlord, and shall inure to the benefit of the Lender and its successors and assigns. Landlord hereby waives notice of the Lender's acceptance of and reliance on this Agreement.

6. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

7. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of North Carolina. All judicial proceedings brought by the Landlord, the Lender or Kannapolis BOE with respect to this Agreement shall be brought in Cabarrus County Superior Court, and, by execution and delivery of this Agreement, each of the Landlord, Lender and Kannapolis BOE accepts, for itself and in connection with its properties, generally and unconditionally, the jurisdiction of the aforesaid courts and irrevocably agrees to be bound by any final judgment rendered thereby in connection with this Agreement from which no appeal has been taken or is available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord, Kannapolis City Board of Education and the Lender have each caused this Agreement to be duly executed by their respective authorized representatives as of the date first above written.

COUNTY OF CABARRUS, NORTH CAROLINA,
as Landlord

By: _____
Name: _____
Title: _____

Acknowledged and Agreed:

KANNAPOLIS CITY BOARD OF EDUCATION

By: _____

Name: _____

Title: _____

Acknowledged and Agreed:

BANC OF AMERICA PUBLIC CAPITAL CORP,
as Lender

By: _____

Name: _____

Title: _____

Exhibit A

Pledged Equipment and Cabarrus Owned Property

The equipment financed under the IFC consists of certain equipment described in Schedule E of the Energy Services Agreement dated August 16, 2019 between Kannapolis City Board of Education and Trane U.S. Inc., including Lighting Upgrades, Water Upgrades, Controls Upgrades and HVAC Equipment a portion of which is installed in the Cabarrus Owned Property described below.

The “Pledged Equipment” consists of the following:

- all of the Lighting Upgrades, Water Upgrades, HVAC Equipment and Controls Upgrades located at A.L. Brown High School
- only the light bulbs, including LED bulbs, installed as part of the Lighting Upgrades at Fred L. Wilson Elementary School, Kannapolis Middle School and Shadybrook Elementary School.

Cabarrus Owned Property

<u>Name of Building</u>	<u>Address of Building</u>
A.L. Brown High School	415 E. 1 st Street Kannapolis, NC 28083
Fred Wilson Elementary School	1401 Pine Street Kannapolis, NC 28081
Kannapolis Middle School	1445 Oakwood Avenue Kannapolis, NC, 28081
Shadybrook Elementary School	903 Rogers Lake Road Kannapolis, NC, 28081

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Appointments to Boards and Committees

BRIEF SUMMARY:

The following appointments to Boards and Committees are recommended for September:

Appointments and Removals - Juvenile Crime Prevention Council

At the Juvenile Crime Prevention Council's August meeting, the Council voted to recommend the following individuals for reappointment: Woody Chavis (Police Chief), Susan Fearington (County Manager/Designee), Steven Ayers (Member of Faith Community), Mark Boles (Member of Business Community), Sonja Bohannon-Thacker (Local Health Director/Designee), Troy Barnhardt (At-large), and Marta Meares (At-large). A letter of recommendation is included in the Agenda. All are willing to serve another term. An exception to the "residency" provision of the Appointment Policy will be needed for Mr. Chavis. An exception to the "length of service" provision of the Appointment Policy will be needed for Ms. Fearington, Mr. Ayer, Mr. Boles, Ms. Bohannon-Thacker, Mr. Barnhardt and Ms. Meares.

Additionally, Chase Carey (Student Under 18/CCS) has resigned from his position on the Council.

Representative recommendations are Woody Chavis, Susan Fearington, Steven Ayers, Mark Boles, Sonja Bohannon-Thacker, Troy Barnhardt, and Marta Meares.

Appointments and Removals - Mental Health Advisory Board

Reid Thornburg has resigned from his position on the Mental Health Advisory Board as the Cardinal Innovations Healthcare representative.

An application to serve on the Mental Health Advisory Board has been received from Melissa Bunker. She is a Senior Community Executive with Cardinal Innovations Healthcare and is eligible to fill the vacant Cardinal Innovations Healthcare position. Ms. Bunker resides in Mecklenburg County. An exception to the "residency" provision of the Appointment Policy will be needed for her.

Representative recommendation is Melissa Bunker.

Appointments and Removals - Region F Aging Advisory Committee

A request was sent to The Home and Community Block Grant Committee regarding vacancies on the Region F Aging Advisory Committee that were effective June 30, 2019. Currently, there are two delegate vacancies and one alternate vacancy.

Past delegate Jean Chandler is not eligible to continue as a delegate but can serve in the alternate role and has expressed interest in doing so. She has served on this Committee since 2013. An exception to the "length of service" provision of the Appointment Policy will be needed for her. Ida Mills has served as the alternate but has expressed an interest in serving as a delegate. Nancy Woodard is not interested in serving another term.

The Home and Community Block Grant Committee recommends the appointment of Ms. Ida Mills as a delegate and Ms. Jean Chandler as alternate delegate on the Region F Aging Advisory Committee. Ms. Mills' term would expire June 30, 2021. Ms. Chandler's term would expire June 30, 2020.

There are currently no other applications on file for this Committee.

Representative recommendations are Jean Chandler and Ida Mills.

Appointments and Removals - Watershed Improvement Commission

Donald Kelly's term on the Watershed Improvement Commission (WIC) expired February 15, 2019. Mr. Kelly chose not to request serving another term. He has served on this board since 2007.

The other members of the WIC have met with William Leake, who submitted an application and recommend Mr. Leake be appointed to fill the vacant position.

There are only three members on this Commission and a third member is needed in order to have a quorum of the board.

Representative recommendation is William Leake.

REQUESTED ACTION:

Provide information.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Contribution to North Carolina National Guard Museum

BRIEF SUMMARY:

The North Carolina National Guard Museum (NCNG) is requesting a \$1,000 contribution from Cabarrus County to assist with funding for a World War 1 Monument that will be placed in France near the town of Nauroy, the high-water mark of the 30th's efforts on that fateful day. The Foundation will also place a new monument on the State Capitol Grounds to replace the existing small monument. Although few have ever heard of this battlefield, North Carolina lost more soldiers on this one day than any battle in history, with the exception of the 2nd day at Gettysburg. In addition to the monetary request, the NCNG is also requesting 8 ounces of soil from each County to be used at the monument site. The attached budget amendment reduces the Board Contingency account by \$1,000 and moves funds to the Board Directed Expense account to contribute to the WW1 monument.

REQUESTED ACTION:

Motion to approve a \$1,000 contribution to the North Carolina National Guard Museum for the World War I Monument fund; including approval of the necessary budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kristin Jones, Budget and Performance Manager
Jonathan Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Amendment for WW1 Monument

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Purpose: This budget amendment reduces the Board's contingency account by \$1,000 to make a contribution to the North Carolina National Guard Museum for a World War 1 monument to replace the existing monument on the State Capitol Grounds. The North Carolina National Guard Museum (NCNG) is replacing the existing monument at the State Capitol and placing a new monument in France near the town of Nauroy, the high-water mark of the 30th's efforts on that fateful day. Although few have ever heard of this battlefield, North Carolina lost more soldiers on this one day than any battle in history, with the exception of the 2nd day at Gettysburg. In addition to the monetary request, the NCNG is also requesting 8 ounces of soil from each County.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	1910/9660	Board Contingency	996,341.00		1,000.00	995,341.00
001	9	1110/9690	Board Directed Expense	1,860.00	1,000.00		2,860.00

Budget Officer

Approved
 Denied

County Manager

Approved
 Denied

Board of Commissioners

Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Tax Administration - Schedule of Values, Standards and Rules

BRIEF SUMMARY:

In preparation for the 2020 Revaluation Project, NCGS 105-317(c) requires that:

1. The Assessor must submit the proposed Schedules, Standards, and Rules to the Board of Commissioners not less than 21 days before the meeting at which they will be considered for adoption.
2. Upon receipt of the proposed Schedules the Board shall publish a statement in the newspaper stating that the proposed Schedules are available for inspections and establishing a time and place for a public hearing to be held at least 7 days before adoption of the final Schedules.

REQUESTED ACTION:

Receive information.

Schedule a public hearing for the September 16, 2019 regular meeting.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

David Thrift, Tax Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Memo Regarding Schedule of Values
- ▣ Notice of Submission and Public Hearing



Cabarrus County Tax Administration
David Thrift - Tax Administrator

September 4, 2019

MEMORANDUM

To: Cabarrus County Board of Commissioners
From: David Thrift, Tax Administrator
Re: Schedule of Values

In preparation for the completion of the 2020 Revaluation Project please find attached the proposed Market and Present Use Schedules of Values, Standards, and Rules for your consideration. NCGS 105- 317(c) governs the adoption of the Schedule of Values and the required procedure is as follows:

- 1) The Assessor must submit the proposed Schedules, Standards, and Rules to the Board of County Commissioners not less than 21 days before the meeting at which they will be considered for adoption.
- 2) Upon receipt of the proposed Schedules the Board shall publish a statement in the newspaper stating:
 - a) That the proposed Schedules to be used in the appraisal of real property in the County have been submitted and are available for public inspection in the County Assessor's Office.
 - b) The time and place of a public hearing on the proposed Schedules that shall be held by the Board of County Commissioners at least seven days before adopting the final Schedules.
- 3) When the Board approves the final Schedules, it shall issue an Order adopting them. Notice of this Order shall be published once a week for four successive weeks in the newspaper. The last publication being not less than seven days before the last day for challenging the schedules. The notice shall state:
 - a) That the Schedules, Standards, and Rules to be used in the next scheduled reappraisal of real property in the County have been adopted and are open to examination in the Office of the County Assessor; and
 - b) That a property owner who asserts that the Schedules, Standards, and Rules are invalid may except to the Order and appeal there from to the Property Tax Commission within 30 days of the date when the Notice of the Adoption Order was first published.



Cabarrus County Tax Administration
David Thrift - Tax Administrator

Schedule of Values Memo Page 2

Therefore, I recommend the following timetable for this process:

- 1) September 4, 2019 – Board of County Commissioners receives the proposed Schedule of Values from the County Assessor.
- 2) September 6, 2019 – Publish statement of receipt and announcement of public hearing in the newspaper.
- 3) September 16, 2019 – Public Hearing.
- 4) October 7, 2019 – Adopt Schedule of Values.
- 5) October 9, 2019 – First notice of adoption advertised in the newspaper.
- 6) October 16, 2019 – Second notice advertised.
- 7) October 23, 2019 – Third notice advertised.
- 8) October 30, 2019 – Final notice advertised.
- 9) November 8, 2019 – Final day in which an appeal to the Order adopting the Schedules may be filed with the Property Tax Commission.

I further request that the Board adopt the Market Value Schedule and the Present Use Schedule separately. In the event that one is challenged we can still move forward with the other.

David Thrift
Tax Administrator

NOTICE OF SUBMISSION TO THE CABARRUS COUNTY BOARD OF COMMISSIONERS OF PROPOSED UNIFORM SCHEDULES OF VALUES, STANDARDS, AND RULES FOR 2020 COUNTY-WIDE REVALUATION

TAKE NOTICE that the proposed uniform schedules of values, standards, and rules to be used in appraising real property in Cabarrus County at its true value and at its present-use value have been submitted to the Cabarrus County Board of Commissioners and are available for public inspection in the office of the County Assessor, Cabarrus County Governmental Center, 65 Church Street, S.E., Concord, North Carolina. A copy of the proposed uniform schedules of values, standards, and rules may be viewed on the County's website: www.cabarruscounty.us under Tax Center. A public hearing will be held by the Board of County Commissioners at 6:30 p.m., or as soon as possible thereafter as people may be heard, on Monday, September 16, 2019, at the Cabarrus County Governmental Center, 65 Church Street S.E., Concord, North Carolina for the purpose of considering the proposed schedules. The final schedules will be adopted by the Board of Commissioners no earlier than seven days following the public hearing.

If reasonable accommodations are needed to participate in the public hearing, please contact the ADA Coordinator at 704-920-2100 at least 48 hours prior to the public hearing.

Notice given this 6th day of September, 2019.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Dominion Energy Easement on East First Street

BRIEF SUMMARY:

Dominion Energy is requesting an easement for a new gas line serving downtown Kannapolis on East First Street. The property is owned by Cabarrus County and is across from A.L. Brown High School. The Board of Commissioners approved the easement. This is the follow-up budget amendment.

REQUESTED ACTION:

Motion to approve the related budget amendment, which provides funding to Kannapolis City Schools.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Dominion Budget Amendment

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Purpose: Dominion Energy is requesting an easement for a new gas line serving downtown Kannapolis on East First Street. The property is owned by Cabarrus County and is across from A. L. Brown High School. This budget amendment budgets the revenue the County will receive from Dominion Energy as a result of the easement and budgets the expenditures to go to Kannapolis City Schools since it is on the school site of A.L. Brown.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	7230/6803/0614	Miscellaneous Revenue - Utility Easement	-	13,355.00		13,355.00
001	9	7230/9702/0614	Kannapolis City Schools - Utility Easement	-	13,355.00		13,355.00

Budget Officer

Approved
 Denied

County Manager

Approved
 Denied

Board of Commissioners

Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

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

BRIEF SUMMARY:

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

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kristin Jones, Budget and Performance Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▫ Reappropriation List for September

Department	Project / Grant	Account Information FY 19	Account Information FY 20	Account Description	Amount	Justification
Communications and Outreach	Seal Revisions	00191220-9695	00191220-9695	Marketing Activities	500	This project is 40% complete and required an updated digital version of the County seal.
Human Resources	Recruitment and Training	00191230-9393	00191230-9393	Recruitment	3,000	Recruitment funds were not used by June 30, 2019. The funds were not itemized but intended for general recruitment expenses. Requesting roll over of funds with the intended use of training for County leadership that will impact recruitment and retention practices. The specific training course includes: "Designing Diverse and Inclusive Teams" workshop. This class would be a one day workshop for 35 county participants. The county would be responsible for hosting and making all logistical arrangements and the Center for Public Leadership and Governance would provide expert instruction and materials.
Non-Departmental	Board Contingency	00191910-9660	00191910-9660	Board Contingency	37,500	There is a need for an internal control assessment to take place. The Matrix Consulting Group provides organizational, management and financial management services to public sector clients across the U.S. Matrix is headquartered in California with a regional office in North Carolina. While best practice and modern internal controls are essential for all local government departments, there are certain high-risk areas of local government operations. The provider would evaluate and assess all current preventive and detective internal controls for the County. The result would be an understanding and assessment of current operations related to approximately 200 areas of existing preventive and detective internal controls. The areas assessed over the 12 week project would include: Purchases, expenses, and vendor management, checks and check handling, inventory and equipment, governance, physical controls, information technology, internal audit and analytics, human resources, employees, and payroll and last, cash and cash handling.
General Government Total					\$ 41,000.00	
Emergency Medical Services	Printing of state protocols	00192730-9320	00192730-9320	Printing & Binding	1,000	Due to new medical director change, the process to review the protocols and submit to the state for approval was delayed. This resulted in them not being ready for print in FY 19.
Sheriff's Office - Administration	Uniforms - Pants & Class B Uniform Shirt	00192110-9340	00192110-9340	Uniforms	17,876	The Sheriff's Office is changing the Class B Uniform to go with a new vendor for pants and shirts. The goal is to establish a stock room for uniforms, which will cut down on specialty orders and alterations. Unable to get this vendor established in the financial system until after the PO deadline.
Public Safety Total					\$ 18,876.00	
Department of Human Services -Transportation	5310 Grant	00195240-9472-0495	00195240-9472-0495	Transportation Service for Medicaid	45,274.71	Federal Grant running through September 2020
Department of Human Services - Child Welfare	Triple P Grant	00195630-94003	00195630-94003	Triple P Incentive Grant	3,572.35	Triple P funds are carried forward each year until expensed. Triple P is for the Positive Parenting Program with Child Welfare. This program provides parenting classes.
Human Services Total					\$ 48,847.06	
Kannapolis City Schools	Feasibility Study at Cannon Gym	00197230-9605	00197230-9605	Architect	\$ 12,000	This project was not complete at the end of FY 19. The architect has not completed the final report. Kannapolis City Schools stated this project is set to be completed in the fall.
Education Total					\$ 12,000.00	
TOTAL					\$ 120,723.06	

Fund	Category	
General Fund	General Government	41,000.00
	Public Safety	18,876.00
	Human Services	48,847.06
	Education	12,000.00
	Grand Total	120,723.06

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Request to Purchase County Property on Rankin Road

BRIEF SUMMARY:

The County received an inquiry and subsequent request to purchase approximately 3.5 acres of property located at 3302 Rankin Road. This property is part of the land owned by the County around the reservoir. It was originally purchased by the City of Concord as part of a 14.07 acre and then transferred to the County in 1989 when the County took over the reservoir project. The request to purchase 3.5 acres, including information on the proposed price per acre, is attached along with a vicinity map, property map and a copy of part of the reservoir survey.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Request Letter
- ▣ Property Value Information
- ▣ Vicinity and Property Maps
- ▣ Part of Reservoir Survey

August 18, 2019

Jonathan Marshall and the Cabarrus County Commissioners
65 Church Street
Concord, NC 28025

RE:
Request to purchase property
Terri Anderson
6303 Fox Chase Dr
Davidson, NC 28036

Dear Mr Marshall and the Cabarrus County Commissioners,

I would like to request consideration to purchase approximately 3.5 acres of land at 3302 Rankin Road, Concord. (pin#4692-05-9257) This parcel is currently owned by Cabarrus County. The parcel is approximately 7.5 acres in total but based on the topography and discussions with Mr Marshall, approximately 3.5 acres closest to Rankin Rd is buildable.

I met with the zoning office and paid for a septic application to determine if the subject property would perk. (see attached documents)

Mark Thompson of the Cabarrus Health Alliance conducted the test on August 13, 2019 and determined that the property would perk for septic. Before he can finalize his report he has to validate the lot lines on the property. We are fairly confident we know the frontage lot markers but he stated he has to be 100% sure and must locate the left front pin. Being that I do not own the property it has not been surveyed at this date.

I have worked with my realtor to look at comps for land lots within the area. (see attachments)
There was one land parcel sold on Rankin Rd on November 28, 2018. This closed outside of MLS so I have attached the county property report. Based on the comps I would like to submit an offer for consideration of 3.5 acres @ \$32,500 per acre for a total of \$113,750.

I currently live a short distance away from this location and have met several people on the road including my realtor.

I goal would be to build a one story home approximately 3,000 sq ft.

I am available at your convenience for any questions you may have.

Thank you very much for your consideration.

Respectfully,

Terri Anderson



Property Type: Lots/Acres/Farms

One Line - CMA

Status is 'Closed' Status Contractual Search Date is 08/18/2019 to 04/05/2018 Latitude, Longitude is within 3.00 mi of 3678 Rankin Rd, Concord, NC 28027 USA Lot Size Area is 1.5 to 20

Lots/Acres/Farms

Closed Properties

#	MLS #	Sub Type	Address	Subdivision	Restrictions	Divide	Zone	Acres	\$/Acres	SP%LP	CDOM	List Price	List Dt	Sold Price	Sold Dt
1	3426412	Lot	4629 Owl Creek LN	Jacobs Ridge	Arch Review, Square F	No	LDR	2.010	\$37,313.43	93.75	229	\$80,000	08/20/18	\$75,000	11/29/18
2	3449984	Lot	4280 Gail LN #1	NONE	No Restrs		AQ	1.890	\$57,671.96	94.78	120	\$115,000	11/05/18	\$109,000	04/29/19
3	3365828	Acreage	5950 Willowood RD	Pine Creek	Arch Review	No	RE	3.600	\$30,555.56	91.67	168	\$120,000	03/02/18	\$110,000	09/26/18
4	3464040	Acreage	3950 Odell School RD		No Representation	Yes	AO	13.450	\$20,817.84	58.95	88	\$475,000	01/09/19	\$280,000	05/30/19

Closed Totals

Listing Count :	4	Minimums:	1.890	\$20,817.84	58.95	88	\$80,000	\$75,000
		Maximums:	13.450	\$57,671.96	94.78	229	\$475,000	\$280,000
		Averages:	5.238	\$36,589.70	84.79	151	\$197,500	\$143,500
		Price ::	High	\$280,000	Low	\$75,000	Median	\$109,500

Grand Totals

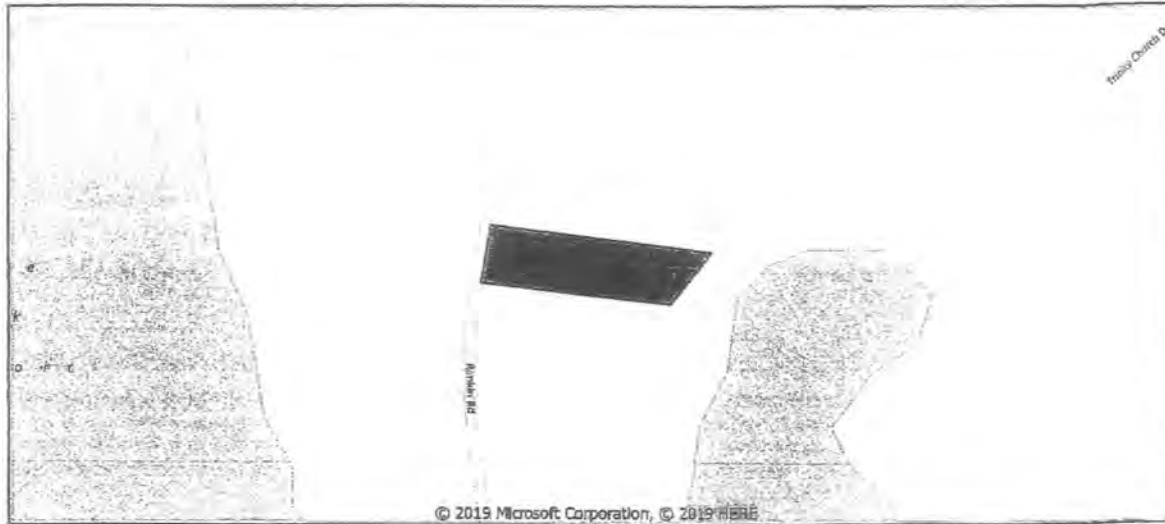
Count :	4	Averages:	Acres: 5.238	CDOM: 151	LP: \$197,500	SP: \$143,500
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08/18/2019

Presented By: Joseph Schellenbach
 © 2019 Carolina MLS. All rights reserved.
 Information deemed reliable but not guaranteed.

Cabarrus County Property Report

Parcel Information Number 46922534860000
Property Real ID 03-011 -0009.70
Legal Description EAST SIDE RANKIN RD
Land Units 3.82000000 AC
Land Units Type



First Owner Name HINSON BEVERLY P
Second Owner Name HINSON SCOTT W SPOUSE

Mailing Address 38 SALEM ST THOMASVILLE NC 27360
Physical Address(es) 3102 RANKIN RD CONCORD NC 28027

Land Value	Building Value	Assessed Value	Market Value
76400	0	76400	76400
Sale Year	Sale Month	Sale Price	Deed Book Deed Page
	2018	11	128000.00000000 13280 0128

\$33,500/Acre

Elementary School	Middle School	High School
Charles E Boger ES	Northwest Cabarrus MS	NorthWest Cabarrus HS
Voter Precinct	Zoning	Municipal District
03-00	AO	CABARRUS COUNTY
		Township
		Township 3, Odell

Soil Report for Parcel			Floodplain Report for Parcel			
Soil Type	Acreage	Percentage	Floodway	100 Year	500 Year	FIRM Panel Number
CcB2	0.62	16.64	No	No	No	4892
EnB	1.74	46.54				
EnD	1.37	36.82				

Permits Issued on Parcel
Permit Number **Permit Type** **Status** **Issue Date**

Cabarrus County shall not be held liable for any errors in the data represented on this record. This includes errors of omission, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which this data was compiled must be consulted for verification of information represented on this map document.

Report Created By Cabarrus County IT Department, 8/5/2019 12:00:53 PM
 Data Sources: Cabarrus County Land Records, Microsoft Bing Maps





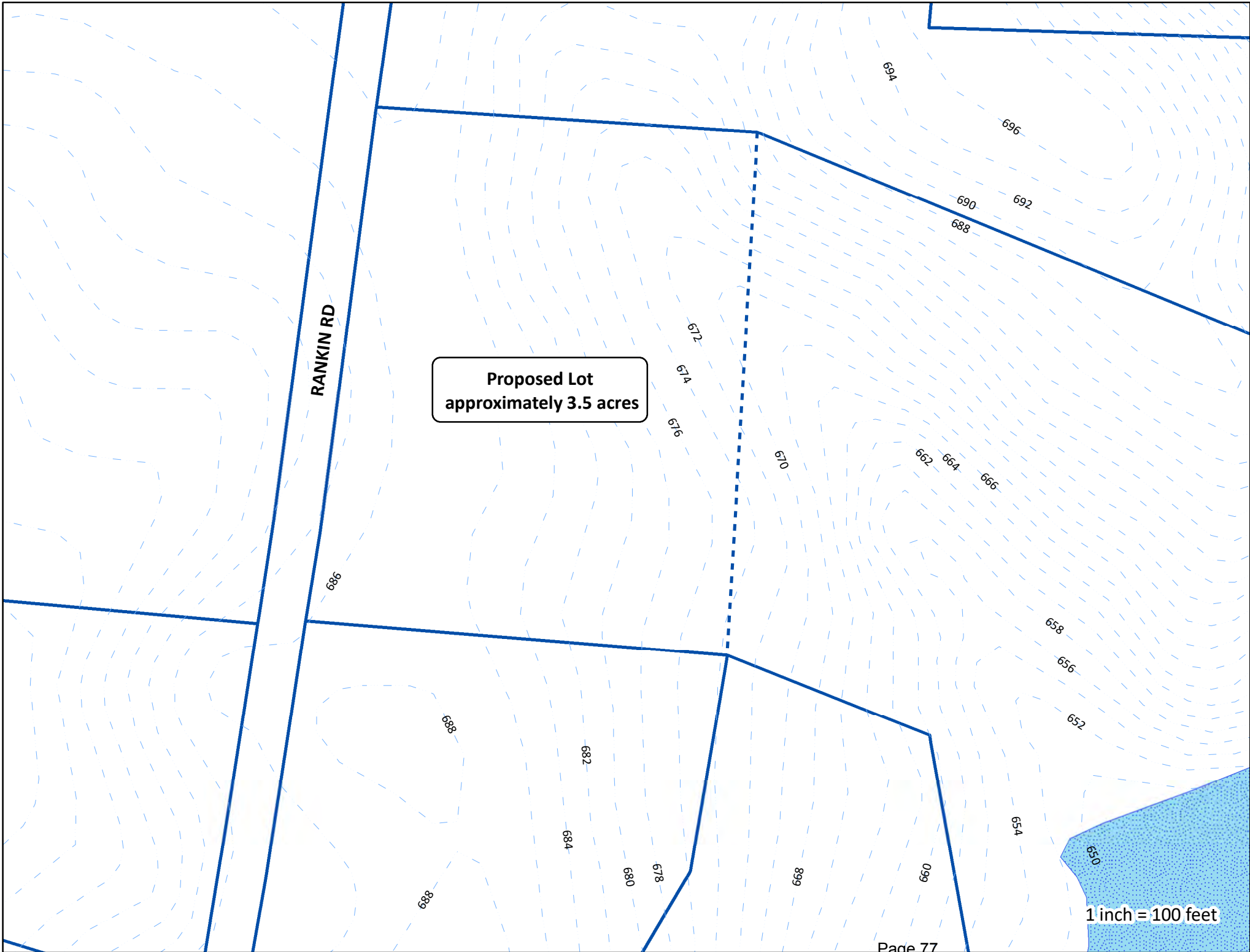
RANKIN RD

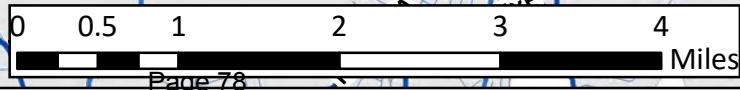
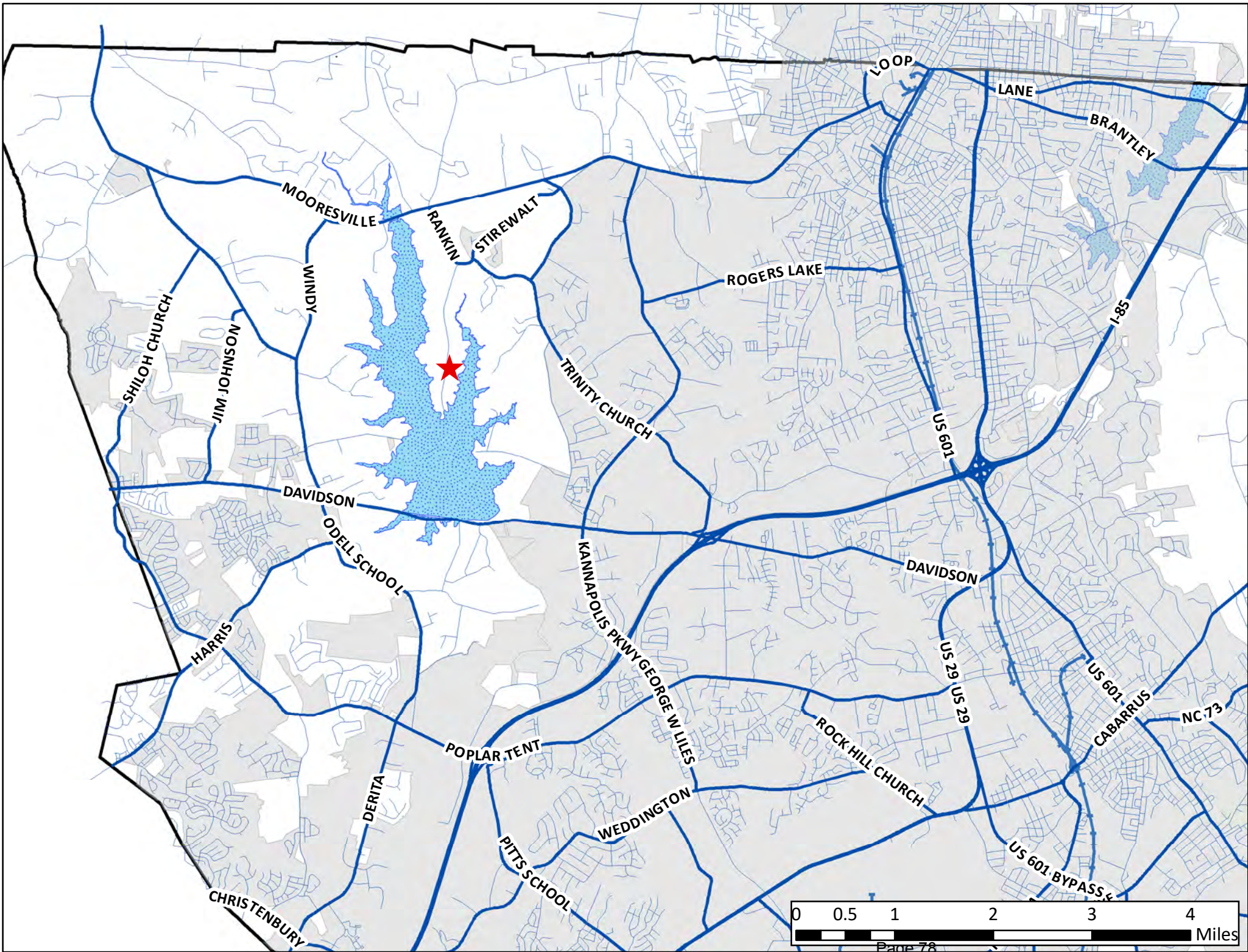
1 inch = 100 feet

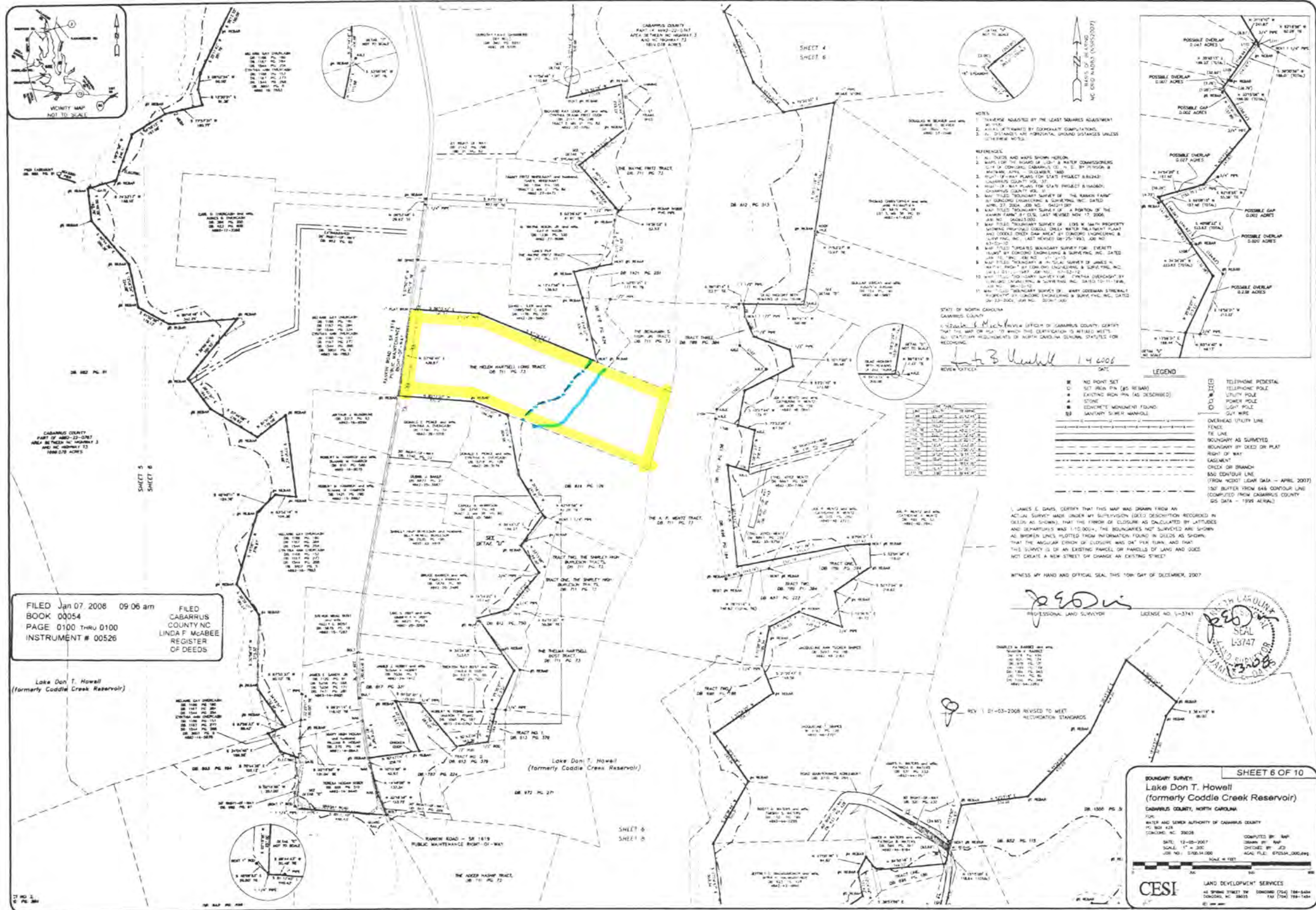
RANKIN RD

**Proposed Lot
approximately 3.5 acres**

1 inch = 100 feet







FILED Jan 07 2008 09:06 am
 BOOK 00054
 PAGE 0100 THRU 0100
 INSTRUMENT # 00526

FILED
 CABARRUS
 COUNTY NC
 LINDA F. McABEE
 REGISTER
 OF DEEDS

Lake Don T. Howell
 (formerly Coddle Creek Reservoir)

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Resolution of Support for a New Roundabout at Gold Hill and Irish Potato Roads

BRIEF SUMMARY:

The North Carolina Department of Transportation is seeking High Impact/Low Cost funding for a roundabout at the intersection of Gold Hill and Irish Potato Roads. The accident and property damage data at this intersection supports safety improvements. From a County services perspective, this intersection is located on the major route to access Camp Spencer Park.

NCDOT provided the following information concerning crash data at that intersection: At the time of the project being developed, there were 28 crashes identified as having occurred within the intersection in the 5 year study period. Of those, 1 resulted in a fatal crash, 8 were "C" injury crashes, and the remaining 19 were property damage only type crashes. Thirteen of the 28 crashes were rear end type crashes, 10 were angle type crashes, and the remaining 5 were of not distinct pattern. The benefit-to-cost ratio for the project was 14.25:1.

REQUESTED ACTION:

Motion to adopt resolution.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Conceptual Roundabout Plan
- ▣ Resolution of Support

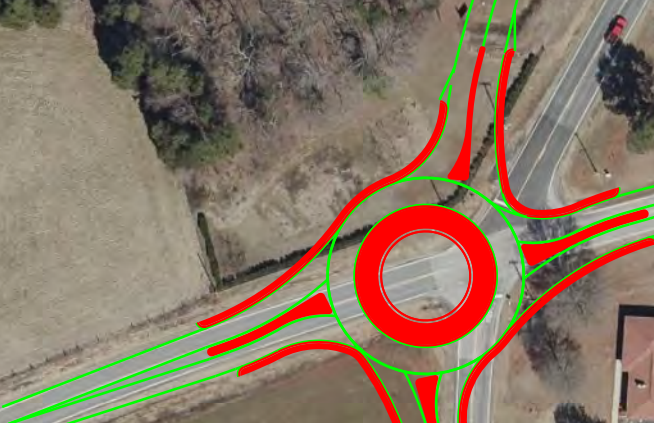


GOLD HILL RD. (SR-2408)

IRISH POTATO RD. (SR-2411)

GOLD HILL RD. (SR-2408)

IRISH POTATO RD. (SR-2411)





**RESOLUTION REGARDING SAFETY IMPROVEMENTS TO THE
INTERSECTION OF GOLD HILL AND IRISH POTATO ROADS**

WHEREAS, the traffic volume and accident history at the intersection of Gold Hill (SR 2408) and Irish Potato Roads (SR 2411) warrants safety improvements; and

WHEREAS, traffic count growth shows that traffic continues to increase in volume in all directions from this intersection; and

WHEREAS, the N. C. Department of Transportation has analyzed this intersection and proposed improvements to address traffic volume and safety; and

WHEREAS, there is belief that more extensive improvements that address long-term traffic growth at this intersection would be most appropriate; and

WHEREAS, Division 10 staff of the North Carolina Department of Transportation have identified possible funding through High Impact/Low Cost funds;

NOW THEREFORE BE IT RESOLVED that the Cabarrus County Board of Commissioners hereby supports these intersection improvements and requests:

1. The N.C. Department of Transportation consider a safety improvement design that meets the needs indicated by current data and future needs created by increasing traffic at the intersection.
2. That the N. C. Department of Transportation use funding provided through High Impact/Low Cost funds and any other appropriate source.

Adopted this 16th day of September, 2019.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

ATTEST:

Lauren Linker, Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

DHS - FY20 5311 Community Transportation Grant - Public Hearing 6:30 p.m.

BRIEF SUMMARY:

The North Carolina 5311 Community Transportation Grant provides funding for county transportation administrative costs such as salaries, training and marketing and supplies. This grant requires a 15% County match for the administrative portion, and a 10% County match for the capital portion. A public hearing is required to apply for this grant.

REQUESTED ACTION:

Hold a public hearing.

Motion to accept the FY20 5311 Community Transportation Administrative and Capital Grant and related resolutions.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Bob Bushey, Transportation Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Conflict of Interest
- ▢ Anticipated DBE
- ▢ DBE Certification
- ▢ Delegation of Authority
- ▢ Local Share Certification
- ▢ Program Resolution
- ▢ Public Hearing Meeting Minutes
- ▢ Public Hearing Record
- ▢ Title VI

(Add County name here) County Area Transit System

Conflict of Interest Policy

[Click here and type Date that Board adopted policy]

In accordance with Board policy and related legislation, no employee, officer, agent, immediate family member, or Board member of the agency shall participate in the selection, award, or administration of a contract supported by Federal and/or State funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- The employee, officer, agent, or Board member,
- Any member of his/her immediate family,
- His or her partner, or
- An organization that employs, or is about to employ, any of the above.

The agency’s officers, employees, agents, or Board members will neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

[Highlight this entire entry and Enter any applicable local policy that addresses the following--Grantees may set minimum rules when the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary action for violation of such standards by the grantee's officers, employees, or agents, or by contractors or their agents.]

The undersigned hereby acknowledges, understands, and agrees to abide by this policy.

(Printed Name)

(Signature)

(Date)

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION

DBE/MBE/WBE/HUB ANTICIPATED VENDOR AWARDS in FY 2021

APPLICANT'S NAME: Cabarrus County Transportation PERIOD COVERED
MAILING ADDRESS: 1303 South Cannon Blvd From: July 1, 2020
VENDOR NUMBER: _____ To: June 30, 2021

We expect to utilize the following list of DBE/MBE/WBE/HUB Vendors in FY 2021:

DBE/MBE/WBE/HUB Vendor/Subcontractor's Name	Mailing Address City, State, Zip	ID# from NCDOT Website	Describe Service/ Item to be Purchased	Anticipated Expenditure (\$)
TJ's Taxi	901 Woodlawn St Kannapolis, NC 28083		Client Transportaton	
				TOTAL

- The above list includes the DBE/MBE/WBE/HUB Vendors the applicant expects to utilize in FY 2021.
- The applicant does **NOT** expect to utilize any DBE/MBE/WBE/HUB Vendors in FY 2021.

Signature of Authorized Official

Date

DBE GOOD FAITH EFFORTS CERTIFICATION

This is to certify that in all purchase and contract selections (*Legal Name of Applicant*) Cabarrus County is committed to and shall make good faith efforts to purchase from and award contracts to Disadvantaged Business Enterprises (DBEs).

DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:

Required by PTD	Check all that apply	Description
*	<input checked="" type="checkbox"/>	Write a letter/email to Certified DBEs in the service area to inform them of purchase or contract opportunities;
*	<input checked="" type="checkbox"/>	Document telephone calls, emails and correspondence with or on behalf of DBEs;
	<input type="checkbox"/>	Advertise purchase and contract opportunities on local TV Community Cable Network;
*	<input checked="" type="checkbox"/>	Request purchase/contract price quotes/bids from DBEs;
	<input type="checkbox"/>	Monitor newspapers for new businesses that are DBE eligible
*	<input checked="" type="checkbox"/>	Encourage interested eligible firms to become NCDOT certified. Interested firms should contact the office of contractual services at (919) 707-4800 for more information
*	<input checked="" type="checkbox"/>	Encourage interested firms to contact the Office of Historically Underutilized Businesses at (919) 807-2330 for more information
*	<input checked="" type="checkbox"/>	Consult NCDOT Certified DBE Directory. A DBE company will be listed in the DBE Directory for each work type or area of specialization that it performs. You may obtain a copy of this directory at https://www.ebs.nc.gov/VendorDirectory/default.html
	<input type="checkbox"/>	Other efforts: Describe:
	<input type="checkbox"/>	Other efforts: Describe:

You may obtain a copy of the USDOT Disadvantaged Business Enterprise Program Title 49 Part 26 at <https://www.ebs.nc.gov/VendorDirectory/default.html>

Reminder: Documentation of all good faith efforts shall be retained for a period of five (5) years following the end of the fiscal year.

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts.

Signature of Authorized Official

Date

Type Name and Title of Authorized Official

FY 2021 Delegation of Authority

Date: _____

I Michael K. Downs County Manager/ Cabarrus County
(Authorized Official's Typed/Printed Name) (Authorized Official's Title and Agency)

as the designated party Cabarrus County
(Grant recipient/Applicant Agency)

with authority to submit funding applications and enter into contracts with the North Carolina Department of Transportation and execute all agreements and contracts with the NCDOT Public Transportation Division, hereby delegate authority to the individual(s) filling the positions as indicated below:

Primary Designee: Jonothan Marshall/ Deputy County Manager
(Name and Primary Designee's Position Title)

(Primary Designee's Agency)

Reimbursement Requests: Yes No
Budget Revisions: Yes No
Budget Amendments: Yes No
Period of Performance Extensions: Yes No
Other _____: Yes No

Alternate Designee #1: _____
(Alternate Designee's Name and Position Title)

(Alternate Designee's Agency)

Reimbursement Requests: Yes No
Budget Revisions: Yes No
Budget Amendments: Yes No
Period of Performance Extensions: Yes No
Other _____: Yes No

Alternate Designee #2: _____
(Alternate Designee's Name and Position Title)

(Alternate Designee's Agency)

Reimbursement Requests: Yes No
Budget Revisions: Yes No
Budget Amendments: Yes No
Period of Performance Extensions: Yes No
Other _____: Yes No

Signature: _____

CTP Authorized Officials

Sponsor	Authorized Official's Title	Authorized Official's Agency
Aging, Disability and Transit Services of Rockingham County	Executive Director	Aging, Disability and Transit Services of Rockingham County
Alamance County Transportation Authority	Chairperson	Alamance County Transportation Authority
Albemarle Regional Health Services	District Health Director	Albemarle Regional Health Services
Alleghany County	County Manager	Alleghany County
Anson County	Chairperson	Anson County Board of Commissioners
AppalCART	Chairperson	AppalCART Authority Board
Ashe County Transportation Authority, Inc.	Executive Director	Ashe County Transportation Authority, Inc.
Avery County Transportation Authority	Chairperson	Avery County Board of Commissioners
Beaufort County Developmental Center, Inc.	Executive Director	Beaufort County Developmental Center, Inc.
Bladen County	Chairperson	Bladen County Board of Commissioners
Brunswick Transit System, Inc.	Executive Director	Brunswick Transit System, Inc.
Buncombe County	Chairperson	Buncombe County Board of Commissioners
Cabarrus County	County Manager	Cabarrus County
Cape Fear Public Transportation Authority	Chairperson	Cape Fear Public Transportation Authority
Carteret County	County Manager	Carteret County
Caswell County	County Manager	Caswell County
Chatham Transit Network	Executive Director	Chatham Transit Network
Cherokee County	County Manager	Cherokee County
Choanoke Public Transportation Authority	Chairperson	Choanoke Public Transportation Authority
City of Rocky Mount	Mayor	City of Rocky Mount
City of Salisbury	Mayor	City of Salisbury
City of Wilson	Deputy City Manager	City of Wilson
Clay County	Chairperson	Clay County Board of Commissioners
Columbus County	Chairperson	Columbus County Board of Commissioners
Community and Senior Services of Johnston County, Inc.	Chairperson	Community and Senior Services of Johnston County, Inc.
Craven County	Chairperson	Craven County Board of Commissioners
Cumberland County	County Manager	Cumberland County
Dare County	County Manager	Dare County
Davidson County	County Manager	Davidson County
Duplin County	Chairperson	Duplin County Board of Commissioners
Durham County	Chairperson	Durham County Board of Commissioners
Eastern Band of Cherokee Indians	Principal Chief	Eastern Band of Cherokee Indians
Gaston County	Chairperson	Gaston County Board of Commissioners
Gates County	County Manager	Gates County
Goldsboro-Wayne Transportation Authority	Chairperson	Goldsboro-Wayne Transportation Authority
Graham County	County Finance Officer	Graham County
Greene County	County Manager	Greene County
Guilford County	County Manager	Guilford County
Harnett County	Chairperson	Harnett County Board of Commissioners
Hoke County	Chairperson	Hoke County Board of Commissioners
Hyde County Non-Profit Private Transportation Corp., Inc.	Transportation Coordinator	Hyde County Non-Profit Private Transportation Corp., Inc.
Iredell County	Transportation Director	Iredell County Transit
Jackson County	County Manager	Jackson County
Kerr Area Transportation Authority	Executive Director	Kerr Area Transportation Authority
Lee County	Chairperson	Lee County Board of Commissioners
Lenoir County	Chairperson	Lenoir County Board of Commissioners
Lincoln County	County Manager	Lincoln County
Macon County	County Manager	Macon County
Madison County Transportation Authority	Chairperson	Madison County Board of Commissioners
Martin County	County Manager	Martin County
McDowell County Transportation Planning Board, Inc.	President	McDowell County Transportation Planning Board, Inc.
Mecklenburg County	County Manager	Mecklenburg County
Mitchell County Transportation Authority	Chairperson	Mitchell County Board of Commissioners
Moore County	Chairperson	Moore County Board of Commissioners
Mountain Projects, Inc.	Executive Director	Mountain Projects, Inc.
Onslow United Transit System, Inc.	President	Onslow United Transit System, Inc. Board
Orange County	Chairperson	Orange County Board of Commissioners
Pender Adult Services, Inc.	Executive Director	Pender Adult Services, Inc.
Person County	County Manager	Person County
Pitt County	County Manager	Pitt County
Polk County Transportation Authority	Chairperson	Polk County Board of Commissioners
Randolph County Senior Adults Association, Inc.	Executive Director	Randolph County Senior Adults Association, Inc.
Richmond Interagency Transportation, Inc.	Chairperson	Richmond Interagency Transportation, Inc.
Robeson County	Chairperson	Robeson County Board of Commissioners
Rowan County	County Manager	Rowan County
Rutherford County	County Manager	Rutherford County

CTP Authorized Officials

Sponsor	Authorized Official's Title	Authorized Official's Agency
Sampson County	County Manager	Sampson County
Scotland County	County Manager	Scotland County
Stanly County	County Manager	Stanly County
Swain County Focal Point on Aging, Inc.	Transportation Director	Swain County Focal Point on Aging, Inc.
Transportation Administration of Cleveland County, Inc.	President	Transportation Administration of Cleveland County, Inc.
Transylvania County	Chairperson	Transylvania County Board of Commissioners
Tyrrell County	County Administrator	Tyrrell County
Union County	County Manager	Union County
Wake County	Chairperson	Wake County Board of Commissioners
Washington County	Chairperson	Washington County Board of Commissioners
Western Carolina Community Action, Inc.	Executive Director	Western Carolina Community Action, Inc.
Western Piedmont Regional Transit Authority	Executive Director	Western Piedmont Regional Transit Authority
Wilkes Transportation Authority	Executive Director	Wilkes Transportation Authority
Wilson County	County Manager	Wilson County
Yadkin Valley Economic Development District, Inc.	Executive Director	Yadkin Valley Economic Development District, Inc.
Yancey County Transportation Authority	Transportation Director	Yancey County Transportation
		as of 9/25/2012

FY 2021 LOCAL SHARE CERTIFICATION FOR FUNDING

Cabarrus County
(Legal Name of Applicant)

Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$ <u>170,139</u>	\$ <u>25,522</u> (15%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ _____	\$ _____ (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (20%)
Combined Capital	\$ <u>393,000</u>	\$ <u>39,300</u> (10%)
Mobility Management	\$ _____	\$ _____ (50%)
5310 Capital Purchase of Service	\$ _____	\$ _____ (10%)
_____	\$ _____	\$ _____ (____%)
_____	\$ _____	\$ _____ (____%)
_____	\$ _____	\$ _____ (____%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	\$ <u>563,139</u>	\$ <u>64,822</u>
	Total Funding Requests	Total Local Share

The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Apply to Grant</u>	<u>Amount</u>
<u>General Fund</u>	<u>Admin</u>	\$ <u>25,522</u>
<u>General Fund</u>	<u>Capital</u>	\$ <u>39,300</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

FY 2021 Local Share Certificate (page 2)

_____	_____	\$ _____
_____	_____	\$ _____
TOTAL		\$ <u>64,822</u>

**** Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing (*Legal Name of Applicant*) **Cabarrus County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2021 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2020**, which has a period of performance of July 1, 2020 – June 30, 2021.

Signature of Authorized Official

Type Name and Title of Authorized Official

Date

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2021 RESOLUTION

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

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

A motion was made by (*Board Member's Name*) _____ and seconded by (*Board Member's Name or N/A, if not required*) _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

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

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

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

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

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

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

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

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

I *(Certifying Official's Name)** _____ *(Certifying Official's Title)* _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the *(Name of Applicant's Governing Board)* _____ duly held on the _____ day of _____, _____.

Signature of Certifying Official

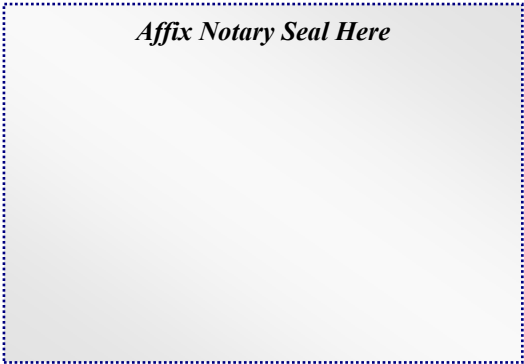
****Note that the authorized official, certifying official, and notary public should be three separate individuals.***

Seal Subscribed and sworn to me
(date) _____

*Notary Public **

Printed Name and Address

My commission expires
(date) _____



FY 2021 Public Hearing Meeting Minutes

To support the combined program Resolution for FY 2021, a copy of the minutes from your public hearing reflecting the grant funds applied for must be uploaded into EBS as a supporting document.

Final Board-approved minutes must be uploaded by October 31, 2019.

Important – A public hearing MUST be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

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

APPLICANT: Cabarrus County

DATE: September 16, 2019

PLACE: Cabarrus County Board Room

TIME: 6:30 PM

How many BOARD MEMBERS attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

Public Attendance Surveys

(Attached)

(Offered at Public Hearing but none completed)

I, the undersigned, representing (*Legal Name of Applicant*) _____ do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

(*NO public comments*)

(*Public Comments were made and meeting minutes will be submitted after board approval*)

The estimated date for board approval of meeting minutes is: _____

Signature or Clerk to the Board

Printed Name and Title

Date



Voluntary Title VI Public Involvement

Title VI of the Civil Rights Act of 1964 requires the North Carolina Department of Transportation (NC DOT) to gather statistical data regarding participants and beneficiaries of the agency's federal-aid programs and activities. NC DOT collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population impacted by a proposed project.

NC DOT wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested to participate in this meeting. This form is a public document used to collect data, only.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact the NCDOT Title VI Program at telephone number 919.508.1808 or email at titlevi@ncdot.gov.

Project Name:		Date:
Meeting Location:		
Name (please print)	Gender:	
	<input type="checkbox"/> Male <input type="checkbox"/> Female	
General ethnic identification categories (check one)		
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> African American	<input type="checkbox"/> Asian/Pacific Islander	Other: _____
Color:	National Origin:	

After completing this form, please fold and place it inside the designated box on the registration table.

Thank you for your cooperation.

SECTION 5311, 5310, 5339, Combined Capital, 5307 or State Funds Call for Projects
TITLE VI PROGRAM REPORT

Legal Name of Applicant: _____
(Complete either Part A or Part B; and Part C)

Part A – No complaints or Lawsuits Filed

I certify that to the best of my knowledge, **No complaints or lawsuits** alleging discrimination have been filed against **Cabarrus County Transportation** (*Transit System Name*) during the period **July 1, 2018 through June 30, 2019**.

Signature of Authorized Official

Date

Michael K. Downs/ Cabarrus County Manager
Type Name and Title of Authorized Official

Part B – Complaints or Lawsuits Filed

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against _____ (*Transit System Name*) during the period **July 1, 2018 through June 30, 2019**.

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome

(Attach an additional page if required.)

Signature of Authorized Official

Date

Type Name and Title of Authorized Official

Part C - Title VI Plan

Do you currently have a Title VI Plan: _____ Yes _____ Date of last plan update: _____ September 16, 2019 _____

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

DHS - Transportation Title VI Policy

BRIEF SUMMARY:

The State of North Carolina and the Federal Government requires each Transit Agency to create a new Title VI policy every three years. Title VI of the civil right act of 1964 prohibits discrimination based on race, color or national origin in programs or activities which receive Federal Financial Assistance.

REQUESTED ACTION:

Motion to adopt the Title VI policy.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Bob Bushey, Transportation Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▣ Title VI Policy

Cabarrus County Transportation Services



Date Adopted

Title VI Program Plan



TITLE VI PLAN REVIEW AND ADOPTION

On behalf of the Cabarrus Board of County Commissioners, I hereby acknowledge receipt of the Title VI Nondiscrimination Plan. We, the Board of Commissioners, have *reviewed and hereby adopt* this Plan. We are committed to ensuring that all decisions are made in accordance with the nondiscrimination guidelines of this Plan, to the end the no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any Cabarrus County Transportation Services(CCTS) services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as protected by Title VI of the Civil Rights Act of 1964 and the nondiscrimination provisions of the Federal Transit Administration.

Steve Morris, Chairman

DATE

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TITLE VI NONDISCRIMINATION AGREEMENT
BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
AND
CABARRUS COUNTY TRANSPORTATION SERVICES

In accordance with DOT Order 1050.2A, Cabarrus County Transportation Services(CCTS) assures the North Carolina Department of Transportation (NCDOT) that no person shall, on the ground of race, color, national origin, sex, creed, age, or disability, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by Cabarrus County Transportation Services.

Further, Cabarrus County Transportation Services hereby agrees to:

1. Designate a Title VI Coordinator that has a responsible position within the organization and easy access to the Chief Administrative Officer Mike Downs, County Manager.
2. Issue a policy statement, signed by the CAO of the organization, which expresses a commitment to the nondiscrimination provisions of Title VI and related applicable statutes. The signed policy statement shall be posted and circulated throughout the organization and to the general public, and published where appropriate in languages other than English. The policy statement will be re-signed when there is a change of CAO.
3. Insert the clauses of the contract language from Section 6.1 in every contract awarded by the organization. Ensure that every contract awarded by **the organization's** contractors or consultants also includes the contract language.
4. Process all and, when required, investigate complaints of discrimination consistent with the procedures contained within this Plan. Log all complaints for the administrative record.
5. Collect statistical data (race, color, national origin, sex, age, disability) on participants in, and beneficiaries of, programs and activities carried out by the organization.
6. Participate in training offered on Title VI and other nondiscrimination requirements. Conduct or request training for employees **or the organization's subrecipients**.
7. Take affirmative action, if reviewed or investigated by NCDOT, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless reasonable provisions are granted by NCDOT.
8. Document all Title VI nondiscrimination-related activities as evidence of compliance. Submit information and reports to NCDOT on a schedule outlined by NCDOT.

THIS AGREEMENT is given in consideration of, and for the purpose of obtaining, any and all federal and state funds, grants, loans, contracts, properties, discounts or other financial assistance under all programs and activities and is binding.

Authorized Signature

Date

Michael Downs
Cabarrus County Manager

1.0 INTRODUCTION

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d provides that: “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations, which provide additional protections based on age, sex, creed (religion), and disability, including the 1987 Civil Rights Restoration Act, which extended nondiscrimination coverage to all programs and activities of federal-aid recipients, subrecipients, and contractors, including those that are not federally-funded (see Appendix A – Applicable Nondiscrimination Authorities).

Cabarrus County Transportation Services (CCTS) is a recipient of Federal Transit Administration (FTA) funds from the North Carolina Department of Transportation (NCDOT). Cabarrus County Transportation Services establishes this Title VI Nondiscrimination Plan for the purpose of complying with Title VI of the Civil Rights Act of 1964, as required by FTA Circular 4702.1B, and related requirements outlined within the FTA Certifications & Assurances, “Nondiscrimination Assurance.” This document details the nondiscrimination program, policies, and practices administered by Cabarrus County Transportation Services, and will be updated periodically to incorporate changes and additional responsibilities as they are made. This Plan will be submitted to NCDOT or FTA, upon request.

2.0 DESCRIPTION OF PROGRAMS AND SERVICES

Cabarrus County Transportation Services provides public transportation options to its customers living within Cabarrus County, North Carolina. We provide medical trips, dialysis trips, work related trips as well as other life enriching trips. We also provide transportation for qualified people under our RGP program which includes medical trips, work related trips, and other life enriching trips. We provide door-to-door service with wheel chair accessible vehicles. We are a demand response service.

2.1 PROGRAM(S) AND SERVICES ADMINISTERED

Type of Service	Days of week	Times	Fare (if applicable)
Senior Trips	Monday-Friday	5am to 6pm	No fare
EH	Monday-Friday	5am to 6pm	No fare
Employment	Monday-Friday	5am to 6pm	No fare
Vocational Workshop	Monday-Friday	5a to 6p	\$30 per month
RGP	Monday-Friday	5am to 6pm	\$3 each way
Medicaid non-life sustaining	Monday-Friday	5am to 6pm	No fare
Medicaid life sustaining	Monday-Friday	5am to 6pm	No fare
Medicaid life sustaining	Saturday Sunday	5am to 4pm 5am to 8am	No fare No fare
Medicaid life sustaining	Holidays- We follow Cabarrus County's Holiday Schedule	5am to 6pm	No fare

2.2 FUNDING SOURCES / TABLES

For the purpose of federally-assisted programs, "federal assistance" shall include:

1. grants and loans of Federal funds;
2. the grant or donation of Federal property and interest in property;

3. the detail of Federal personnel;
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and
5. any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

Each FTA Formula Grant received by our system during the past year, and whether the funds were received through NCDOT or directly from FTA, is checked below

Grant Title	NCDOT	FTA	Details (i.e., purpose, frequency, and duration of receipt)
5307 (Urbanized Area Formula)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Capital, Operating, Annual, Ongoing
5310 (Transportation for Elderly Persons and Persons with Disabilities)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Operating, Annual
5311 (Formula Grants for Other than Urbanized Areas)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Administration, Annual
ROAP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Operating

2.3 DECISION-MAKING PROCESS

All grants both administrative and capital are prepared and presented to Cabarrus County Commissioners who then vote on whether to accept or reject the grant.

Board or Committee Name	Appointed	Elected	# of Members
Transit Advisory Board	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14
Cabarrus County Commissioners	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5

2.4 TITLE VI COORDINATOR

The individual below has been designated as the Title VI Coordinator for Cabarrus County Transportation Services, and is empowered with sufficient authority and responsibility to implement the Title VI Non-discrimination Program:

Dana Pastores
 1303 South Cannon Blvd Kannapolis NC 28083
 704-920-1569
DRPastores@cabarruscounty.us

Key responsibilities of the Coordinator include:

- Maintaining knowledge of Title VI and related requirements.
- Attending civil rights training when offered by NCDOT or any other regulatory agency.
- Administering the Title VI Nondiscrimination Program and coordinating implementation of this Plan.
- Training internal staff and officials on their Title VI nondiscrimination obligations.

- Disseminating Title VI information internally and to the general public, including in languages other than English.
- Presenting Title VI-related information to decision-making bodies for input and approval.
- Ensuring Title VI-related posters are prominently and publicly displayed.
- Developing a process to collect data related to race, national origin, sex, age, and disability to ensure minority, low-income, and other underserved groups are included and not discriminated against.
- Ensuring that non-elected boards and committees reflect the service area and minorities are represented.
- Implementing procedures for prompt processing (receiving, logging, investigating and/or forwarding) of discrimination complaints.
- Coordinating with, and providing information to, NCDOT and other regulatory agencies during compliance reviews or complaint investigations.
- Promptly resolving areas of deficiency to ensure compliance with Title VI nondiscrimination requirements.

2.5 CHANGE OF TITLE VI COORDINATOR AND/OR HEAD OF DECISION-MAKING BODY'S TITLE OR "CAO"

If Title VI Coordinator or Cabarrus County Manager changes, this document and all other documents that name the Coordinator, will immediately be updated, and an updated policy statement (and nondiscrimination agreement, if standalone) will be signed by the new Title of County Manager.

2.6 ORGANIZATIONAL CHART

Cabarrus County Transportation Services currently employs 36 staff which consist of the following job categories:

- | | |
|-----------------------------------|--------------------------|
| • Transportation Manager | • Full Time Drivers (21) |
| • Operations and Training Manager | • Part Time Drivers (1) |
| • Driver Supervisor (2) | • Aux Drivers (4) |
| • Call Center Representatives (3) | • Fleet Coordinator (1) |
| • Driver Dispatchers (2) | |

An organizational chart showing the Title VI Coordinator's place within the organization is located in **Appendix B**.

2.7 SUBRECIPIENTS

Cabarrus County Transportation does not have pass through funds to any other organizations and, therefore, does not have any subrecipients.

3.0 TITLE VI NONDISCRIMINATION POLICY STATEMENT

It is the policy of Cabarrus County Transportation Services (CCTS), as a federal-aid recipient, to ensure that no person shall, on the ground of **race, color, national origin, sex, creed (religion), age or disability**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all other related nondiscrimination laws and requirements.

Signature

Robert Bushey, Transportation Manager

Date

Title VI and Related Authorities

Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) provides that, “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” The 1987 Civil Rights Restoration Act (P.L. 100-259) clarified and restored the original intent of Title VI by expanding the definition of “programs and activities” to include all programs and activities of federal-aid recipients, subrecipients, and contractors, whether such programs and activities are federally-assisted or not.

Related nondiscrimination authorities include, but are not limited to: U.S. DOT regulation, 49 CFR part 21, “Nondiscrimination in Federally-assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act”; 49 U.S.C. 5332, “Nondiscrimination (Public Transportation)”; FTA Circular 4702.1B - Title VI Requirements and Guidelines for Federal Transit Administration Recipients; DOT Order 5610.2a, “Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”; FTA C 4703.1 - Environmental Justice Policy Guidance For Federal Transit Administration Recipients; Policy Guidance Concerning (DOT) Recipient’s Responsibilities to Limited English Proficient (LEP) Persons, 74 FR 74087; The Americans with Disabilities Act of 1990, as amended, P.L. 101-336; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 790; Age Discrimination Act of 1975, as amended 42 U.S.C. 6101; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601; Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794d

Implementation

- This statement will be signed by the CAO/CEO Title of Cabarrus County Transportation Services, and re-signed whenever a new person assumes that position.
- The signed statement will be posted on office bulletin boards, near the receptionist’s desk, in meeting rooms, inside vehicles, and disseminated within brochures and other written materials.
- The *core* of the statement (signature excluded) will circulate *internally* within annual acknowledgement forms.
- The statement will be posted or provided in languages other than English, when appropriate.

4.0 NOTICE OF NONDISCRIMINATION

- Cabarrus County Transportation operates its programs and services without regard to **race, color, national origin, sex, creed (religion), age, and disability** in accordance with Title VI of the Civil Rights Act and related statutes. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice may file a complaint with Cabarrus County Transportation.
- For more information on the Cabarrus County Transportation civil rights program, and the procedures to file a complaint, contact 704-920-1569; email DRPastores@cabarruscounty.us ; or visit our administrative office at 1303 South Cannon Blvd Kannapolis NC 28083. For more information, visit www.cabarruscounty.us/departments/transportation .
- If information is needed in another language, contact 704-920-2932.
- A complainant may file a complaint directly with the North Carolina Department of Transportation by filing with the Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511, Attention: Title VI Nondiscrimination Program; phone: 919-508-1808 or 800-522-0453, or TDD/TTY: 800-735-2962.
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

Implementation

- The notice will be posted in its entirety on our website and in any documents and reports we distribute.
- The notice will be posted in our offices and inside our vehicles.
- Ads in newspapers and other publications shall include the following: “Cabarrus County Transportation Services operates without regard to **race, color, national origin, sex, creed (religion), age or disability**. For more information on Cabarrus County Transportation Services’ Title VI program or how to file a discrimination complaint, please contact 704-920-1569; DRPastores@cabarruscounty.us .”
- The statement will be posted or provided in languages other than English, when appropriate.
- See **Appendix C** for Spanish versions of this notice.

5.0 PROCEDURES TO ENSURE NONDISCRIMINATORY ADMINISTRATION OF PROGRAMS AND SERVICES

We are committed to nondiscriminatory administration of our programs and services, organization-wide. Cabarrus County Transportation Services will remind employees of Title VI nondiscrimination obligations through staff training and use of the **Annual Education and Acknowledgment Form** below. The Title VI Coordinator will periodically assess program operations to ensure this policy is being followed.

Annual Education and Acknowledgement Form

Title VI Nondiscrimination Policy

(Title VI and related nondiscrimination authorities)

No person shall, on the grounds of race, color, national origin, sex, age, creed, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a Federal-aid recipient.

All employees and representatives of Cabarrus County Transportation Services are expected to consider, respect, and observe this policy in their daily work and duties. If any person approaches you with a civil rights-related question or complaint, please direct him or her to Dana Pastores, Title VI Coordinator at 1303 South Cannon Blvd. Kannapolis NC 28083; phone: 704-920-1569; email: DRPastores@cabarruscounty.us.

In all dealings with the public, use courtesy titles (e.g., Mr., Mrs., Miss, Dr.) to address or refer to them without regard to their race, color, national origin, sex, age or disability.

Acknowledgement of Receipt of Title VI Program

I hereby acknowledge receipt of Cabarrus County Transportation Services' Title VI Program and other nondiscrimination guidelines. I have read the Title VI Program and I am committed to ensuring that no person is excluded from participation in or denied the benefits of Cabarrus County Transportation Services programs, policies, services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as provided by Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.

Signature

Date

Implementation

- Periodically, but not more than once a year, employees and representatives will receive, review and certify commitment to the Title VI Program.
- New employees shall be informed of Title VI provisions and expectations to perform their duties accordingly, asked to review the Title VI Program, and required to sign the acknowledgement form.
- Periodic review of operational practices and guidelines by the Title VI Coordinator to verify compliance with the Title VI Program. Maintain documents of each review on file.
- Signed acknowledgement forms and records of internal assessments will remain on file for at least three years.

6.0 CONTRACT ADMINISTRATION

Cabarrus County Transportation Services ensures all contractors will fulfill their contracts in a nondiscriminatory manner. While contractors are not required to prepare a Title VI Program, they must comply with the nondiscrimination requirements of the organization to which they are contracted. CCTS and its contractors will not discriminate in the selection and retention of contractors (at any level) or discriminate in employment practices in connection with any of our projects.

6.1 CONTRACT LANGUAGE

I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

II. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or

activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

*The Contractor has read and is familiar with the terms above:

Contractor's Initials
Date

Implementation

- The nondiscrimination language above (**with** initials line) will be appended to any *existing* contracts, purchase orders, and agreements that do not include it, and initialed by the responsible official of the other organization.
- The nondiscrimination language above (**without** initials line) will be incorporated as standard language before the signature page of our standard contracts, purchase orders, and agreements.
- The Title VI Coordinator will review *existing* contracts to ensure the language has been added.

6.2 NONDISCRIMINATION NOTICE TO PROSPECTIVE BIDDERS

The Cabarrus County Transportation Services, in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities, and Title 49 Code of Federal Regulations, Parts 21 and 26, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, creed, limited English proficiency, low-income, or disability in consideration for an award.

Implementation

- The nondiscrimination language above will be included in all solicitations for bids for work or material and proposals for negotiated agreements to assure interested firms that we provide equal opportunity and do not discriminate.
- Outreach efforts will be made to minority and women-owned firms that work in requested fields, and documented.
- Unless specifically required under Disadvantaged Business Enterprise (DBE) or Affirmative Action programs, all contractors will be selected without regard to their race, color, national origin, or sex.

7.0 EXTERNAL DISCRIMINATION COMPLAINT PROCEDURES

These discrimination complaint procedures outline the process used by Cabarrus County Transportation Services (CCTS) to process complaints of alleged discrimination filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws that are applicable to CCTS programs, services, and activities. Complaints will be investigated by the appropriate authority. Upon completion of an investigation, the complainant will be informed of all avenues of appeal. Every effort will be made to obtain early resolution of complaints at the lowest level possible by informal means.

FILING OF COMPLAINTS

1. **Applicability** – These procedures apply to the beneficiaries of our programs, activities, and services, such as the members of the public and any consultants/contractors we hire.
2. **Eligibility** – Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities based upon race, color, sex, age, national origin, creed (religion) or disability, may file a written complaint. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Complaints may be submitted to the following entities:

- **Cabarrus County Human Services, Administrative Office at 1303 South Cannon Blvd Kannapolis, NC 28083: 704-920-1569; email DRPastores@cabarruscounty.us . For more information, visit www.cabarruscounty.us/departments/transportation .**
 - **North Carolina Department of Transportation, Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 or toll free 800-522-0453**
 - **US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070**
Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590
 - **US Department of Justice, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228**
4. **Format for Complaints** – Complaints shall be in **writing** and **signed** by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone or in person will be reduced to writing, may be recorded and will be provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
 5. **Discrimination Complaint Form** – The Discrimination Complaint Form is consistent with the FTA Certifications & Assurances, "Nondiscrimination Assurance."
 6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, creed (religion) or disability. The term "basis" refers to the complainant's membership in a protected group category.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations
			FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 49 U.S.C. 5332(b); FTA Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person's accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender	Women and Men	49 U.S.C. 5332(b); Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Creed	Religion.	Muslim, Christian, Hindu, Atheist	49 U.S.C. 5332(b)

Complaint Processing

1. When a complaint is received, an Acknowledgment Letter and a Complainant Consent/Release Form will be mailed to the complainant within ten (10) business days by registered mail.
2. We will consult with the NCDOT Title VI Program to determine the acceptability and jurisdiction of all complaints received. (Note: If NCDOT will investigate, the Title VI Program will be responsible for the remainder of this process. We will record the transfer of responsibility in our complaints log).
3. Additional information will be requested if the complaint is incomplete. The complainant will be provided 15 business days to submit any requested information and the signed Consent Release form. Failure to do so may be considered good cause for a determination of no investigative merit.
4. Upon receipt of the requested information and determination of jurisdiction, we will notify the complainant and respondent of whether the complaint has sufficient merit to warrant investigation.
5. If the complaint is investigated, the notification shall state the grounds of our jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
6. If the complaint does not warrant investigation, the notification to the complainant shall specifically state the reason for the decision.

Complaint Log

1. When a complaint is received, the complaint will be entered into the Discrimination Complaints Log with other pertinent information, and assigned a **Case Number**. (Note: All complaints must be logged).
2. The complaints log will be submitted to the NCDOT's Civil Rights office during Title VI compliance reviews. (Note: NCDOT may also be request the complaints log during pre-grant approval processes).
3. The **Log Year(s)** since the last submittal will be entered (e.g., 2015-2018, 2017-2018, FFY 2018, or 2018) and the complaints log will be signed before submitting the log to NCDOT.
4. When reporting **no complaints**, check the **No Complaints or Lawsuits** box and sign the log.

Cabarrus County Transportation Services
DISCRIMINATION COMPLAINT FORM

Any person who believes that he/she has been subjected to discrimination based upon race, color, creed, sex, age, national origin, or disability may file a written complaint with Cabarrus County Transportation, within 180 days after the discrimination occurred.

Last Name:		First Name:		<input type="checkbox"/> Male
				<input type="checkbox"/> Female
Mailing Address:			City	State
				Zip
Home Telephone:		Work Telephone:		E-mail Address
Identify the Category of Discrimination:				
<input type="checkbox"/> RACE	<input type="checkbox"/> COLOR	<input type="checkbox"/> NATIONAL ORIGIN	<input type="checkbox"/> SEX	
<input type="checkbox"/> CREED (RELIGION)	<input type="checkbox"/> DISABILITY	<input type="checkbox"/> LIMITED ENGLISH PROFICIENCY	<input type="checkbox"/> AGE	
<small>*NOTE: Title VI bases are race, color, national origin. All other bases are found in the "Nondiscrimination Assurance" of the FTA Certifications & Assurances.</small>				
Identify the Race of the Complainant				
<input type="checkbox"/> Black	<input type="checkbox"/> White	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Asian American	
<input type="checkbox"/> American Indian	<input type="checkbox"/> Alaskan Native	<input type="checkbox"/> Pacific Islander	<input type="checkbox"/> Other _____	
Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination.				
Names of individuals responsible for the discriminatory action(s):				
How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional page(s), if necessary).				
The law prohibits intimidation or retaliation against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.				
Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attached additional page(s), if necessary).				
<u>Name</u>		<u>Address</u>		<u>Telephone</u>
1. _____		_____		_____
2. _____		_____		_____
3. _____		_____		_____
4. _____		_____		_____

DISCRIMINATION COMPLAINT FORM

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

NC Department of Transportation _____

Federal Transit Administration _____

US Department of Transportation _____

US Department of Justice _____

Federal or State Court _____

Other _____

Have you discussed the complaint with any Cabarrus County Transportation Services representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation.

Briefly explain what remedy, or action, are you seeking for the alleged discrimination.

****WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FORM BELOW.**

_____ COMPLAINANT'S SIGNATURE	_____ DATE
-----------------------------------------	----------------------

MAIL COMPLAINT FORM TO:
 Cabarrus County Transportation Services
 1303 South Cannon Blvd
 Kannapolis, NC 28083
DRPastores@cabarruscounty.us
 704-920-1569

FOR OFFICE USE ONLY

Date Complaint Received: _____

Processed by: _____

Case #: _____

Referred to: NCDOT FTA Date Referred: _____

DISCRIMINATION COMPLAINTS LOG

Log Year(s):

CASE NO.	COMPLAINANT NAME	RACE/GENDER	RESPONDENT NAME	BASIS	DATE FILED	DATE RECEIVED	ACTION TAKEN	DATE INVESTIG. COMPLETED	DISPOSITION

No Complaints or Lawsuits

I certify that to the best of my knowledge, the above described complaints or lawsuits alleging discrimination, or **no complaints or lawsuits** alleging discrimination, have been filed with or against Cabarrus County Transportation Services since the previous Title VI Program submission to NCDOT.

Signature of Title VI Coordinator or Other Authorized Official

Date

Print Name and Title of Authorized Official

INVESTIGATIVE GUIDANCE

- A. Scope of Investigation** – An investigation should be confined to the issues and facts relevant to the allegations in the complaint, unless evidence shows the need to extend the issues.
- B. Developing an Investigative Plan** – It is recommended that the investigator prepares an Investigative Plan (IP) to define the issues and lay out the blueprint to complete the investigation. The IP should follow the outline below:
1. Complainant(s) Name and Address (Attorney name and address if applicable)
 2. Respondent(s) Name and Address (Attorney for the Respondent(s) name and address)
 3. Applicable Law(s)
 4. Basis/(es)
 5. Allegation(s)/Issue(s)
 6. Background
 7. Name of Persons to be interviewed
 - a. Questions for the complainant(s)
 - b. Questions for the respondent(s)
 - c. Questions for witness(es)
 8. Evidence to be obtained during the investigation
 - a. Issue – e.g., Complainant alleges his predominantly African American community was excluded from a meeting concerning a future project which could affect the community.
 - i. Documents needed: e.g., mailing list which shows all physical addresses, P.O. Box numbers, property owner names, and dates when the meeting notification was mailed; other methods used by the RPO to advertise the meeting.
- C. Request for Information** – The investigator should gather data and information pertinent to the issues raised in the complaint.
- D. Interviews** – Interviews should be conducted with the complainant, respondent, and appropriate witnesses during the investigative process. Interviews are conducted to gain a better understanding of the situation outlined in the complaint of discrimination. The main objective during the interview is to obtain information that will either support or refute the allegations.
- E. Developing an Investigative Report** – The investigator should prepare an investigative report setting forth all relevant facts obtained during the investigation. The report should include a finding for each issue. A sample investigative report is provided below.

TEMPLATE/SAMPLE Investigative Report

I. COMPLAINANT(S) NAME (or attorney for the complainant(s) – name and address if applicable
Name, Address, Phone: 999-999-9999

II. RESPONDENT(S) (or attorney for the respondent(s) – name and address if applicable)
Name, Address, Phone: 999-999-9999

III. APPLICABLE LAW/REGULATION
[For example, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); 49 CFR §21.11; 49 CFR §26.53)]

IV. COMPLAINT BASIS/(ES)
[For example, Race, Color, National Origin, Creed (Religion), Sex, Age, Disability)]

V. ISSUES/ALLEGATIONS
[Describe in logical sequence, each allegation including the prohibited basis for the alleged discriminatory conduct, (e.g., race, color, creed, sex, national origin, age, or disability) and the specific statutory or regulatory provision the allegation would violate, if proven to be true.]

Issue #1 – Complainant alleges that transit system failed to inform minority communities of rate increases.
Issue #2 – Complainant alleges that transit system has not sufficiently publicized or held public meetings to share information regarding fare increases and route changes that impacts low-income and minority citizens.

VI. BACKGROUND
[Provide detailed information regarding the complaint, including a historical overview of the case, including any activities or actions taken prior to accepting the complaint for investigation.]

VII. INVESTIGATIVE PROCEDURE
[Describe in detail, methods used to conduct the investigation, such as document requests, interviews and site visits. Include witnesses' names and addresses, documents received and/or reviewed, emails sent and received.]

VIII. ISSUES / FINDINGS OF FACT
[Provide a detailed description of the investigator's analysis of each allegation, based on clear and factual findings. Include specific evidence used to support your findings.]

IX. CONCLUSION
[State whether discrimination did or did not occur. Conclusions must be evidence-based and defensible. Test conclusions by considering all possible rebuttal arguments from the respondent and complainant. Both respondent and the complainant should be given an opportunity to confirm or rebut the assertions of the other party and your findings, but all the evidence you've presented should speak for itself.]

X. RECOMMENDED ACTIONS
[Outline what should be done to remedy the findings or, if necessary, provide justice for the complainant.]

APPENDIX

[Include in the Appendix any supplemental materials that support your findings and conclusion.]

8.0 SERVICE AREA POPULATION CHARACTERISTICS

To ensure that Title VI reporting requirements are met, we will collect and maintain population data on potential and actual beneficiaries of our programs and services. This section contains relevant population data for our overall service area. This data provides context for the Title VI Nondiscrimination Program and will be used to ensure nondiscrimination in public outreach and delivery of our programs and services.

8.1 RACE AND ETHNICITY

The following table was completed using data from Census Table QT-P3, Race and Hispanic or Latino Origin: 2010:

Race and Ethnicity	Number	Percent
Total Population	178,011	100
White	134,149	75.4
Black or African American	27,219	15.3
American Indian or Alaska Native	659	0.4
Asian	3,515	2.0
Native Hawaiian and Other Pacific Islander	65	0.0
Some other Race	8,664	4.9
Two or More Races	3,742	2.1
HISPANIC OR LATINO (of any race)	16,767	9.4
Mexican	11,229	6.3
Puerto Rican	1,555	0.9
Cuban	542	0.3
Other Hispanic or Latino	3,441	1.9

8.2 AGE & SEX

The following table was completed using data from Census Table QT-P1, Age Groups and Sex: 2010:

Age	Number			Percent		
	Both sexes	Male	Female	Both sexes	Male	Female
Total Population	178,011	86,944	91,067	100%	100%	100%
Under 5 years	13,014	6,689	6,325	7.3	7.7	6.9
Under 18 years	48,781	25,186	23,595	27.4	29.0	25.9
18 to 64 years	109,145	53,303	55,842	61.3	61.3	61.3
65 years and over	20,085	8,455	11,630	11.3	9.7	12.8
Median Age	36.7	35.6	37.77			

8.3 DISABILITY

The following table was completed using data from Census Table S1810, Disability Characteristics:

Subject	Cabarrus County, North Carolina					
	Total		With a disability		Percent with a disability	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Total civilian noninstitutionalized population	195,309	+/-276	20,395	+/-922	10.4%	+/-0.5
SEX						
Male	94,903	+/-209	9,777	+/-701	10.3%	+/-0.7
Female	100,406	+/-158	10,618	+/-673	10.6%	+/-0.7
RACE AND HISPANIC OR LATINO ORIGIN						
White alone	142,021	+/-871	16,211	+/-892	11.4%	+/-0.6
Black or African American alone	33,401	+/-635	3,251	+/-377	9.7%	+/-1.1
American Indian and Alaska Native alone	554	+/-135	37	+/-33	6.7%	+/-5.4
Asian alone	6,021	+/-296	93	+/-70	1.5%	+/-1.2
Native Hawaiian and Other Pacific Islander alone	113	+/-107	0	+/-28	0.0%	+/-24.6
Some other race alone	9,027	+/-936	405	+/-162	4.5%	+/-1.8
Two or more races	4,172	+/-691	398	+/-123	9.5%	+/-3.0
White alone, not Hispanic or Latino	132,962	+/-232	15,737	+/-868	11.8%	+/-0.7
Hispanic or Latino (of any race)	19,546	+/-72	923	+/-216	4.7%	+/-1.1
AGE						
Under 5 years	12,654	+/-11	37	+/-34	0.3%	+/-0.3
5 to 17 years	38,671	+/-34	1,565	+/-257	4.0%	+/-0.7
18 to 34 years	39,317	+/-140	1,906	+/-339	4.8%	+/-0.9
35 to 64 years	80,446	+/-191	7,946	+/-713	9.9%	+/-0.9
65 to 74 years	15,001	+/-110	4,138	+/-385	27.6%	+/-2.6
75 years and over	9,220	+/-150	4,803	+/-340	52.1%	+/-3.6
DISABILITY TYPE BY DETAILED AGE						
With a hearing difficulty	(X)	(X)	5,708	+/-441	2.9%	+/-0.2
Population under 18 years	51,325	+/-33	203	+/-97	0.4%	+/-0.2
Population under 5 years	12,654	+/-11	21	+/-24	0.2%	+/-0.2
Population 5 to 17 years	38,671	+/-34	182	+/-95	0.5%	+/-0.2
Population 18 to 64 years	119,763	+/-222	1,927	+/-304	1.6%	+/-0.3
Population 18 to 34 years	39,317	+/-140	200	+/-94	0.5%	+/-0.2
Population 35 to 64 years	80,446	+/-191	1,727	+/-303	2.1%	+/-0.4
Population 65 years and over	24,221	+/-168	3,578	+/-338	14.8%	+/-1.4
Population 65 to 74 years	15,001	+/-110	1,478	+/-245	9.9%	+/-1.6
Population 75 years and over	9,220	+/-150	2,100	+/-282	22.8%	+/-3.0
With a vision difficulty	(X)	(X)	3,315	+/-448	1.7%	+/-0.2
Population under 18 years	51,325	+/-33	249	+/-110	0.5%	+/-0.2
Population under 5 years	12,654	+/-11	16	+/-23	0.1%	+/-0.2
Population 5 to 17 years	38,671	+/-34	233	+/-108	0.6%	+/-0.3
Population 18 to 64 years	119,763	+/-222	1,633	+/-343	1.4%	+/-0.3
Population 18 to 34 years	39,317	+/-140	231	+/-96	0.6%	+/-0.2
Population 35 to 64 years	80,446	+/-191	1,402	+/-326	1.7%	+/-0.4
Population 65 years and over	24,221	+/-168	1,433	+/-262	5.9%	+/-1.1
Population 65 to 74 years	15,001	+/-110	739	+/-196	4.9%	+/-1.3

Subject	Cabarrus County, North Carolina					
	Total		With a disability		Percent with a disability	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Population 75 years and over	9,220	+/-150	694	+/-165	7.5%	+/-1.8
With a cognitive difficulty	(X)	(X)	6,963	+/-595	3.8%	+/-0.3
Population under 18 years	38,671	+/-34	1,245	+/-252	3.2%	+/-0.7
Population 18 to 64 years	119,763	+/-222	3,612	+/-448	3.0%	+/-0.4
Population 18 to 34 years	39,317	+/-140	1,320	+/-283	3.4%	+/-0.7
Population 35 to 64 years	80,446	+/-191	2,292	+/-388	2.8%	+/-0.5
Population 65 years and over	24,221	+/-168	2,106	+/-279	8.7%	+/-1.1
Population 65 to 74 years	15,001	+/-110	694	+/-199	4.6%	+/-1.3
Population 75 years and over	9,220	+/-150	1,412	+/-224	15.3%	+/-2.5
With an ambulatory difficulty	(X)	(X)	11,597	+/-713	6.3%	+/-0.4
Population under 18 years	38,671	+/-34	182	+/-93	0.5%	+/-0.2
Population 18 to 64 years	119,763	+/-222	5,263	+/-558	4.4%	+/-0.5
Population 18 to 34 years	39,317	+/-140	591	+/-213	1.5%	+/-0.5
Population 35 to 64 years	80,446	+/-191	4,672	+/-530	5.8%	+/-0.7
Population 65 years and over	24,221	+/-168	6,152	+/-435	25.4%	+/-1.8
Population 65 to 74 years	15,001	+/-110	2,607	+/-301	17.4%	+/-2.0
Population 75 years and over	9,220	+/-150	3,545	+/-338	38.4%	+/-3.6
With a self-care difficulty	(X)	(X)	4,474	+/-496	2.4%	+/-0.3
Population under 18 years	38,671	+/-34	378	+/-109	1.0%	+/-0.3
Population 18 to 64 years	119,763	+/-222	1,722	+/-329	1.4%	+/-0.3
Population 18 to 34 years	39,317	+/-140	407	+/-188	1.0%	+/-0.5
Population 35 to 64 years	80,446	+/-191	1,315	+/-274	1.6%	+/-0.3
Population 65 years and over	24,221	+/-168	2,374	+/-313	9.8%	+/-1.3
Population 65 to 74 years	15,001	+/-110	757	+/-167	5.0%	+/-1.1
Population 75 years and over	9,220	+/-150	1,617	+/-276	17.5%	+/-3.0
With an independent living difficulty	(X)	(X)	7,471	+/-531	5.2%	+/-0.4
Population 18 to 64 years	119,763	+/-222	3,474	+/-463	2.9%	+/-0.4
Population 18 to 34 years	39,317	+/-140	930	+/-220	2.4%	+/-0.6
Population 35 to 64 years	80,446	+/-191	2,544	+/-414	3.2%	+/-0.5
Population 65 years and over	24,221	+/-168	3,997	+/-367	16.5%	+/-1.5
Population 65 to 74 years	15,001	+/-110	1,164	+/-213	7.8%	+/-1.4
Population 75 years and over	9,220	+/-150	2,833	+/-301	30.7%	+/-3.2

8.4 POVERTY

The following table was completed using data from Census Table S1701, Poverty Status in the Past 12 Months:

Subject	Total		Below poverty level		Percent below poverty level	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Population for whom poverty status is determined	205183	+/-767	26220	+/-5548	12.8%	+/-2.7
AGE						
Under 18	53452	+/-388	8583	+/-3460	16.1%	+/-6.5
18 to 64	125732	+/-875	15334	+/-3233	12.2%	+/-2.6
65 years and over	25999	+/-686	2303	+/-823	8.9%	+/-3.2
SEX						
Male	100490	+/-1445	11705	+/-3117	11.6%	+/-3.1
Female	104693	+/-1391	14515	+/-3158	13.9%	+/-3.0
RACE AND HISPANIC OR LATINO ORIGIN						
White	146636	+/-3108	15540	+/-4556	10.5%	+/-3.0
Black or African American	38396	+/-1557	9119	+/-3520	23.7%	+/-9.1
American Indian and Alaska Native	782	+/-448	3.2%	+/-5.2	11.3%	+/-9.8
Asian	3988	+/-164	1.8%	+/-1.8	4.9%	+/-4.0
Native American and Other Pacific Islander	21	+/-26	28.6%	+/-50.3	28.6%	+/-50.3
Some other Race	3312	+/-822	3.5%	+/-3.3	15.2. %	+/-10.4
Two or more races	3326	+/-524	6.9%	+/-4.4	24.4%	+/-8.8
Hispanic or Latino	17178	+/-93	15.8%	+/-5.0	34.6%	+/-6.5
RACE AND HISPANIC OR LATINO ORIGIN						
All individuals below:						
50 percent of poverty level	10527	+/-3154	(x)	(x)	(x)	(X)
125 percent of poverty level	30845	+/-5610	(x)	(X)	(X)	(X)
150 percent of poverty level	35557	+/-6059	(X)	(X)	(X)	(X)
185 percent of poverty level	53497	+/-5915	(X)	(X)	(X)	(X)
200 percent of poverty level	59919	+/-6071	(X)	(X)	(X)	(X)

8.5 HOUSEHOLD INCOME

The following table was completed using data from Census Table S1901, Income in the Past 12 Months (In 2013 Inflation-Adjusted Dollars):

Subject	Households	
	Estimate	Margin of Error +/-
Total	75188	+/-1297
Less than \$10,000	5.3%	+/-1.6
\$10,000 to \$14,999	3.5%	+/-1.1
\$15,000 to \$24,999	6.4%	+/-1.5
\$25,000 to \$34,999	9.7%	+/-2.0
\$35,000 to \$49,999	13.7%	+/-2.1
\$50,000 to \$74,999	19.8%	+/-2.5
\$75,000 to \$99,999	13.7%	+/-1.7
\$100,000 to \$149,999	16.5%	+/-2.4
\$150,000 to \$199,999	6.0%	+/-1.3
\$200,000 or more	5.5%	+/-1.1
Median income (dollars)	61490	+/-3300
Mean income (dollars)	84573	+/-5185

8.6 LIMITED ENGLISH PROFICIENCY POPULATIONS

	Cabarrus County, North Carolina	
	Estimate	Margin of Error
Total:	176,118	+/-10
Speak only English	155,253	+/-817
Spanish or Spanish Creole:	14,751	+/-572
Speak English "very well"	8,492	+/-572
Speak English less than "very well"	6,259	+/-576
French (incl. Patois, Cajun):	385	+/-173
Speak English "very well"	338	+/-165
Speak English less than "very well"	47	+/-57
French Creole:	134	+/-125
Speak English "very well"	134	+/-125
Speak English less than "very well"	0	+/-28
Italian:	73	+/-52
Speak English "very well"	57	+/-50
Speak English less than "very well"	16	+/-26
Portuguese or Portuguese Creole:	136	+/-103
Speak English "very well"	124	+/-88
Speak English less than "very well"	12	+/-21
German:	254	+/-168
Speak English "very well"	243	+/-169
Speak English less than "very well"	11	+/-17
Yiddish:	0	+/-28
Speak English "very well"	0	+/-28
Speak English less than "very well"	0	+/-28
Other West Germanic languages:	102	+/-52
Speak English "very well"	90	+/-48
Speak English less than "very well"	12	+/-20
Scandinavian languages:	0	+/-28
Speak English "very well"	0	+/-28

	Cabarrus County, North Carolina	
	Estimate	Margin of Error
Speak English less than "very well"	0	+/-28
Greek:	27	+/-46
Speak English "very well"	27	+/-46
Speak English less than "very well"	0	+/-28
Russian:	71	+/-55
Speak English "very well"	55	+/-54
Speak English less than "very well"	16	+/-17
Polish:	181	+/-147
Speak English "very well"	128	+/-123
Speak English less than "very well"	53	+/-64
Serbo-Croatian:	92	+/-131
Speak English "very well"	74	+/-102
Speak English less than "very well"	18	+/-30
Other Slavic languages:	317	+/-251
Speak English "very well"	258	+/-208
Speak English less than "very well"	59	+/-81
Armenian:	0	+/-28
Speak English "very well"	0	+/-28
Speak English less than "very well"	0	+/-28
Persian:	19	+/-30
Speak English "very well"	19	+/-30
Speak English less than "very well"	0	+/-28
Gujarati:	336	+/-252
Speak English "very well"	205	+/-152
Speak English less than "very well"	131	+/-175
Hindi:	239	+/-131
Speak English "very well"	197	+/-111
Speak English less than "very well"	42	+/-51
Urdu:	79	+/-99
Speak English "very well"	54	+/-62
Speak English less than "very well"	25	+/-39
Other Indic languages:	320	+/-223
Speak English "very well"	243	+/-198
Speak English less than "very well"	77	+/-100
Other Indo-European languages:	236	+/-222
Speak English "very well"	215	+/-213
Speak English less than "very well"	21	+/-39
Chinese:	519	+/-249
Speak English "very well"	366	+/-199
Speak English less than "very well"	153	+/-109
Japanese:	33	+/-37
Speak English "very well"	7	+/-12
Speak English less than "very well"	26	+/-40
Korean:	131	+/-67
Speak English "very well"	59	+/-50
Speak English less than "very well"	72	+/-47
Mon-Khmer, Cambodian:	161	+/-161
Speak English "very well"	161	+/-161
Speak English less than "very well"	0	+/-28
Hmong:	0	+/-28
Speak English "very well"	0	+/-28
Speak English less than "very well"	0	+/-28
Thai:	0	+/-28
Speak English "very well"	0	+/-28
Speak English less than "very well"	0	+/-28
Laotian:	28	+/-40

	Cabarrus County, North Carolina	
	Estimate	Margin of Error
Speak English "very well"	7	+/-12
Speak English less than "very well"	21	+/-30
Vietnamese:	518	+/-345
Speak English "very well"	229	+/-176
Speak English less than "very well"	289	+/-202
Other Asian languages:	662	+/-315
Speak English "very well"	606	+/-288
Speak English less than "very well"	56	+/-49
Tagalog:	136	+/-104
Speak English "very well"	127	+/-101
Speak English less than "very well"	9	+/-14
Other Pacific Island languages:	197	+/-143
Speak English "very well"	138	+/-106
Speak English less than "very well"	59	+/-58
Navajo:	0	+/-28
Speak English "very well"	0	+/-28
Speak English less than "very well"	0	+/-28
Other Native North American languages:	0	+/-28
Speak English "very well"	0	+/-28
Speak English less than "very well"	0	+/-28
Hungarian:	11	+/-19
Speak English "very well"	11	+/-19
Speak English less than "very well"	0	+/-28
Arabic:	348	+/-310
Speak English "very well"	339	+/-308
Speak English less than "very well"	9	+/-14
Hebrew:	26	+/-41
Speak English "very well"	26	+/-41
Speak English less than "very well"	0	+/-28
African languages:	330	+/-156
Speak English "very well"	271	+/-141
Speak English less than "very well"	59	+/-57
Other and unspecified languages:	13	+/-23
Speak English "very well"	13	+/-23
Speak English less than "very well"	0	+/-28

8.7 POPULATION LOCATIONS

Federal-aid recipients are required to identify the characteristics and locations of populations they serve, particularly by race/ethnicity, poverty and limited English proficiency. We will document this narratively or through maps that overlay boundaries and demographic features on specific communities, and provide this information to NCDOT, upon request.

9.0 TITLE VI EQUITY ANALYSES (AND ENVIRONMENTAL JUSTICE ASSESSMENTS)

Title VI Equity Analyses. In accordance with FTA Circular 4702.1B, a Title VI equity analysis will be conducted whenever we construct a facility, such as a vehicle storage facility, maintenance facility, or operation center. The equity analysis will be conducted during the planning stage, with regard to the location of the facility, to determine if the project could result in a disparate impact to minority communities based on race, color or national origin. Accordingly, we will look at various alternatives before selecting a site for the facility. Project-specific demographic data on potentially affected communities and their involvement in decision-making activities will be documented. Title VI Equity Analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

Environmental Justice Analyses. As required by FTA C 4703.1, environmental justice (EJ) analyses will be conducted to determine if our programs, policies, or activities will result in disproportionately high and adverse human health and environmental effects on minority populations and low-income populations. EJ applies to our projects, such as when we construct or modify a facility, and our policies, such as when there will be a change in service, amenities or fares. Thus, we will look at various alternatives and seek input from potentially affected communities before making a final decision. Demographic data will be collected to document their involvement in the decision-making process. EJ analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

10.0 PUBLIC INVOLVEMENT

10.1 INTRODUCTION

Effective public involvement is a key element in addressing Title VI in decision-making. This **Public Participation Plan** describes how Cabarrus County Transportation Services (CCTS) will disseminate vital agency information and engage the public. We will seek out and consider the input and needs of interested parties and groups traditionally underserved by transportation systems who may face challenges accessing our services, such as minority and limited English proficient (LEP) persons. Underlying these efforts is our commitment to determining the most effective outreach methods for a given project or population.

General public involvement practices will include:

- Expanding traditional outreach methods. Think outside the box: Go to hair salons, barbershops, street fairs, etc.
- Providing for early, frequent and continuous engagement by the public.
- Use of social media and other resources as a way to gain public involvement.
- Coordinating with community- and faith-based organizations such as the Hispanic Liaison, educational institutions, and other entities to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP persons could also include audio programming available on podcasts.

10.2 PUBLIC NOTIFICATION

Passengers and other interested persons will be informed of their rights under Title VI and related authorities with regard to our program. The primary means of achieving this will be posting and disseminating the policy statement and notice as stipulated in Sections 3.0 and 4.0, respectively. Additional measures may include verbally announcing our obligations and the public's rights at meetings, placing flyers at places frequented by targeted populations, and an equal opportunity tag-on at the end of radio announcements. The method of notification will be determined through an initial screening of the area.

10.3 DISSEMINATION OF INFORMATION

Information on Title VI and other programs will be crafted and disseminated to employees, contractors and subrecipients, stakeholders, and the general public. Public dissemination efforts may vary depending on factors present, but will generally include: posting public statements setting forth our nondiscrimination policy in eye-catching designs and locations; placing brochures in public places, such as government offices, transit facilities, and libraries; having nondiscrimination language within contracts; including nondiscrimination notices in meeting announcements and handouts; and displaying our Notice of Nondiscrimination at all our public meetings.

At a minimum, nondiscrimination information will be disseminated on our website and on posters in conspicuous areas at our office(s). Project-related information and our most current Title VI-related information will be maintained online.

10.4 MEETINGS AND OUTREACH

There is no one-size-fits-all approach to public involvement. A variety of comprehensive and targeted public participation methods will be used to facilitate meaningful public involvement. Methods for engaging stakeholders and target audiences, including traditionally underserved and excluded populations (i.e., minorities, youth, low-income, the disabled, etc.) will include the following:

Public Relations and Outreach

Public relations and outreach (PRO) strategies aim to conduct well-planned, inclusive and meaningful public participation events that foster good relations and mutual trust through shared decision-making with the communities we serve.

- We will seek out and facilitate the involvement of those potentially affected.
- Public events will aim to be collaborative, fun, and educational for all, rather than confrontational and prescriptive.
- Media plans will typically involve multiple channels of communication like mailings, radio, TV, and newspaper ads.
- Abstract objectives will be avoided in meeting announcements. Specific “attention-grabbing” reasons to attend will be used, such as “Help us figure out how to relieve congestion on [corridor name]” or “How much should it cost to ride the bus? Let us know on [date].”
- Efforts will be made to show how the input of participants can, or did, influence final decisions.
- We will do our best to form decision-making committees that look like and relate to the populations we serve.
- We will seek out and identify community contacts and partner with local community- and faith-based organizations that can represent, and help us disseminate information to, target constituencies.
- Demographic data will be requested during public meetings, surveys, and from community contacts and committee members.

Public Meetings

“Public meeting” refers to any meeting open to the public, such as hearings, charrettes, open house and board meetings.

- Public meetings will be conducted at times, locations, and facilities that are convenient and accessible.
- Meeting materials will be available in a variety of predetermined formats to serve diverse audiences.
- An assortment of advertising means may be employed to inform the community of public meetings.
- Assistance to persons with disabilities or limited English proficiency will be provided, as required.

Small Group Meetings

A small group meeting is a targeted measure where a meeting is held with a specific group, usually at their request or consent. These are often closed meetings, as they will typically occur on private property at the owner’s request.

- If it is determined that a targeted group has not been afforded adequate opportunities to participate, the group will be contacted to inquire about possible participation methods, including a group meeting with them individually.
- Unless unusual circumstances or safety concerns exist, hold the meeting at a location of the target group’s choosing.
- Share facilitation duties or relinquish them to members of the target group.
- Small group discussion formats may be integrated into larger group public meetings and workshops. When this occurs, the smaller groups will be as diverse as the participants in the room.

Community Surveying

- Opinion surveys will occasionally be used to obtain input from targeted groups or the general public on their transportation needs, the quality or costs of our services, and feedback on our public outreach efforts.
- Surveys may be conducted via telephone, door-to-door canvassing, at community fairs, by placing drop boxes in ideal locations, or with assistance from other local agencies like social services.
- Surveys will be translated into languages other than English, when appropriate.

10.5 LIMITED ENGLISH PROFICIENCY

Limited English Proficient (LEP) persons refers to persons for whom English is not their primary language who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all.

In an effort to comply with DOT's LEP policy guidance and Executive Order 13166, this section of our public participation plan outlines the steps we will take to ensure meaningful access to all benefits, services, information, and other important portions of our programs and activities by individuals who are LEP. Accordingly, a Four Factor Analysis was conducted to determine the specific language services appropriate to provide, to whom, and to determine if our communication with LEP persons is effective.

Four Factor Analysis

This Four Factor Analysis is an individualized assessment that balances the following four factors:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee;
- (2) The frequency with which LEP individuals come in contact with the program;
- (3) The nature and importance of the program, activity, or service provided by the recipient to people's lives; and
- (4) The resources available to the recipient and costs.

Factor #1: *The number or proportion of LEP persons eligible to be served or likely to be encountered by the program, activity, or service of the recipient.*

LANGUAGE SPOKEN AT HOME	Estimate	Margin of Error	Percent of Population	Margin of Error
Total (population 5 years and over):	176118	+/- 10	100%	(X)
Speak only English	155253	+/- 817	88.2%	+/- %
Spanish or Spanish Creole:	14751	+/- 572	8.36%	+/- %
Speak English "very well"	8492	+/- 572	4.82%	+/- %
Speak English less than "very well"	6259	+/- 576	3.6%	+/- %

Cabarrus County Transportation Services utilized the fact finder census, speak English less than very well column, according to the 2015 U.S. Census Bureau to determine the proportion of LEP individuals in our County. Based on the date the population of LEP in our county is 4.82% or 6,259 Spanish-speaking individuals. Cabarrus County does meet the threshold. Cabarrus County will print material in both English and Spanish. We will also have certified interpreters available for this population.

Factor #2: *The frequency with which LEP individuals come in contact with the program.*

Cabarrus County Transportation Services provides services to all life sustaining, and quality of life services in the county and therefore is utilized daily by LEP persons. Cabarrus County Transportation Services will keep a log of how many times they are contacted by LEP individuals. Cabarrus County Transportation will conduct an annual survey of LEP individuals in the County.

Factor #3: *The nature and importance of the program, activity, or service provided by the recipient to people's lives.*

Cabarrus County transportation is a very important resource to all of our citizens, including LEP persons as we provide medical trips, dialysis trips, work related trips, as well as other life enriching trips. Cabarrus County Transportation is the only service that provides door-to-door service with wheel chair accessible vehicles. Cabarrus County conducts countywide surveys every other year that addresses all county programs including transportation.

Factor #4: *The resources available to the recipient and costs.*

Cabarrus County has many resources available for our LEP citizens. We hold public hearings several times a year. Our newspaper publications are posted in English as well as Spanish. All of our brochures and documents are in both English and Spanish. We also have Certified Interpreters on staff. The cost for this can range from \$750 a year to \$1000 a year.

LANGUAGE ASSISTANCE PLAN

As a result of the above four factor analysis, a Language Assistance Plan (Plan) was required. This Plan represents our commitment to ensuring nondiscrimination and meaningful access by persons who are Limited English Proficient (LEP). This Plan also details the mechanisms we will use to reach LEP persons and the language assistance services we provide. We will provide services to any person, upon request. If an individual is LEP, we will work with the individual to ensure they receive the needed transportation service. Our employees will be routinely oriented on the principles and practices of Title VI and LEP to ensure fairness in the administration of this Plan.

Language Assistance Measures

The following general language assistance measures are reasonable and achievable for our organization at this time:

- Translating public notices posted in the local paper and at stations, stops, and in vehicles into **any languages that meet the safe harbor threshold in Factor 1.**
- Vital documents—such as brochures with service times and routes—are translated into Spanish across the entire service area, and available in our facilities, doctor's offices and shopping centers.
- Making a concerted effort to inform LEP persons of available language assistance via staff, broadcast media, relationship-building with organizations, and our website.
- Posting vital bulletin board information and disseminating community surveys in various languages.
- Providing translation and interpretive services when appropriate (upon request or predetermined) at meetings.
- Determining how best to take public involvement to LEP groups directly, including through small group meetings.
- Language line translation services at our call center; our staff has a list of resources to use if needed, including use of an interpreter from Cabarrus County Human Services.

- Where possible, utilizing or hiring staff who speak a language other than English and can provide competent language assistance.
 - Note: We will not ask community-based organizations (CBO) to provide, or serve as, interpreters at our meetings. Relying upon CBOs in that capacity could raise ethical concerns. If a CBO decides (on its own) to translate any materials for its constituents, or bring interpreters it trusts to our meetings, we will not object. That is their right.
- Using language identification flashcards to determine appropriate services.
- Establishing a process to obtain feedback on our language assistance measures

Specific Measures by Language Group –

- Spanish:

Written Translation and Oral Interpretation

Vital documents will be translated for each eligible LEP language group in our service area that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be encountered. Translated materials will be placed online and in appropriate public (or private) places accessible to LEP persons. The safe harbor provisions apply to the translation of written documents only, and do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. When appropriate, translation of any document will be communicated orally in the appropriate language.

In the event that the 5% trigger is reached for a LEP language group that is fewer than 50 persons, written notice will be provided in the primary language of that group of the right to receive competent oral interpretation of vital written materials, free of cost. The most effective method of notice, which could be an ad in the local newspaper or other publication, a radio commercial, or door hangers, will be determined in consideration of the circumstances on the ground and in coordination with LEP community contacts.

Staff Support for Language Assistance

- Agency staff (including call center staff) will be provided a list of referral resources that can assist LEP persons with written translation and oral interpretation, including the Title VI Officer and any outside consultant contracted to provide language services. This list will be updated as needed to remain current.
- All main offices and vehicles will have on hand a supply of language assistance flashcards and materials translated into the languages of the largest LEP language groups. When encountered by an LEP person, staff (including drivers) should present the individual with a flashcard and let them choose the language. Do not assume you know their preferred language. Drivers are permitted to seek volunteer assistance from other passengers before contacting a referral resource. Document the encounter and report it to the Title VI Coordinator.
- Training: All employees will be instructed on our procedures for providing timely and reasonable assistance to LEP persons. New employee orientation will also explain these procedures to new hires. Staff routinely encountering LEP persons by telephone or in person will receive annual refresher training. All other employees will be reminded of LEP through annual Title VI program acknowledgements ([Section 5.0](#)) and basic Title VI trainings ([Section 11.0](#)).

Project-Specific LEP Outreach

A project-specific four factor analysis will be conducted for any project or outreach event limited to a specific geographical area (i.e., the project study area or outreach area, respectively). Language assistance will be provided in accordance with the measures already outlined, including translating written materials for each LEP language group that is 5% or 1,000, whichever is less, of the project or outreach area population.

Monitoring and Updating the LEP

Monitoring of daily interactions with LEP persons will be continuous, thus language assistance techniques may be refined at any time. This Plan will be periodically reviewed—at least annually—to determine if our assistance measures and staff training are working. Resource availability and feedback from agency staff

and the general public will be factors in the evaluation and any proposed updates. Among other practices, this process will include working with LEP community contacts to determine if our employees are responding appropriately to requests made with limited English or in languages other than English, and observing how agency staff responds to requests, including observing drivers or surveying riders. To the best of our ability, we will attempt to never eliminate a successful existing LEP service. Significant LEP program revisions will be approved or adopted by our board or designated official and dated accordingly. LEP data and procedures will be reviewed and updated at least once every three years.

10.6 DEMOGRAPHIC REQUEST

The following form was used to collect required data on Key Community Contacts and nonelected committee members.

Cabarrus County Transportation Services (CCTS) is required by Title VI of the Civil Rights Act of 1964 and related authorities to record demographic information on members of its boards and committees. Please provide the following information:

<p>Race/Ethnicity:</p> <input type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Other (please specify): _____	<p>National Origin: (if born outside the U.S.)</p> <input type="checkbox"/> Mexican <input type="checkbox"/> Central American: _____ <input type="checkbox"/> South American: _____ <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Chinese <input type="checkbox"/> Vietnamese <input type="checkbox"/> Korean <input type="checkbox"/> Other (please specify): _____
<p>Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female</p>	<p>Age:</p> <input type="checkbox"/> Less than 18 <input type="checkbox"/> 45-64 <input type="checkbox"/> 18-29 <input type="checkbox"/> 65 and older <input type="checkbox"/> 30-44
<p>Disability: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>I choose not to provide any of the information requested above: <input type="checkbox"/></p>	

Completed forms will remain on file as part of the public record. For more information regarding Title VI or this request, please contact the Cabarrus County Transportation at 704-920-2925 or by email at eftessiergray@cabarruscounty.us

Please sign below acknowledging that you have completed this form.

Thank you for your participation!

Name (print): _____

Signature: _____

Implementation

- Forms will be completed prior to NCDOT Title VI reviews and remain on file for three years.
- All new and existing members of appointed decision-making boards or committees will be **required** to complete this form for reporting purposes.
- If a member, for whatever reason, selects "*I choose not to provide any of the information requested above,*" this will be accepted as a **completed** form.
- If a member chooses not to provide any of the information on the form, the Title VI Coordinator will be permitted to indicate that member's race and gender, based on the Coordinator's best guess.
- Data from these forms will be used to complete the Demographic Request Table.
- Once a new member submits this form, the Demographic Request Table for the associated committee will be updated.

10.7 KEY COMMUNITY CONTACTS

Contact Name	Community Name	Interest or Affiliation	Also a Committee Member? (Y/N)
Ann Benfield	Head Start	General Transportation	Yes
Larry Bonds	Aging Retired	Aging population Transportation	Yes
Mitchell Burris	KP police department	General Transportation	Yes
Charles G. Hendrix	ADA private citizen	ADA Transportation	Yes
Louis "Skip" Kraft	Cabarrus Vocational Opportunity Center	ADA Transportation	Yes
Judy Coble	Coltrane Life Center	Transportation	Yes
Sharon Corpening	NC Services of the Blind	Transportation	Yes
Megan Shuping	Cabarrus County Health Alliance	Transportation	Yes
Diane Gridley	DHS	Transportation	Yes
Aurora Swain	Hispanic Community Representative	Transportation	Yes
Anthony Hodges	DHS Aging	Transportation	Yes
James Polk	Aging retired	Transportation	Yes
Michelle Dietrich	Cabarrus County EMS	Transportation	Yes
Steve Morris	Cabarrus County Commissioner	Transportation	Yes
Art Whittaker	Cabarrus County Schools	Transportation	Yes

Contact information for key community contacts is not public information and is maintained outside of this document. Any staff member who wishes to contact any individual listed above must request that information from the Title VI Coordinator.

10.8 SUMMARY OF OUTREACH EFFORTS MADE SINCE THE LAST TITLE VI PROGRAM SUBMISSION

The following format is used to document outreach efforts in reports to NCDOT. All meetings and disseminations of information capture information for the table below:

Meeting Date	Meeting Time	Meeting Purpose	Target Audience	Information Disseminated
Sept. 7-15 2018	1pm to 11pm	Cabarrus County Fair	General Public	Gathered information from public, and provided information on our services
Sept 10 2018	7pm	LEL Puente Board Meeting	Spanish community	Gathered information, and provided information on our services
Oct 13 2018	10 am	Transit Rider Focus Group	Input from current riders	Gathered information from our current riders
Oct 15 2018	6:30pm	Public Hearing for 5311 grant	General public	To provide information about the 5311 grant
Oct 16 2018	9 am	Long Range Transportation Plan	Stakeholders agencies and public	To gather information
Oct 16 2018	11 am	Long Range Transportation Plan	City and County Staff	To gather information

Oct 16 2018	2pm	Long Range Transportation Plan	Business and Employers	To gather information
Nov 30 2018	11 am	Long Range Master Plan Steering Committee	Stakeholders, Agencies	To go over information gathered

11.0 STAFF TRAINING

All employees will receive basic Title VI training at least once every three years. New hires will receive this training within 15 days of their start date. Basic training will cover all sections of this Plan and our overall Title VI obligations. Staff may receive specialized training on how Title VI applies to their specific work areas. Those who routinely encounter the public, such as office personnel, call center staff, and vehicle drivers, will receive annual refresher training. Trainings will be provided or organized by the Title VI Coordinator and will often coincide with updates to our nondiscrimination policies and procedures. Records of staff trainings, such as agendas, sign-in sheets, copies of calendars, and certificates, will remain on file for at least three years (and in personnel files).

12.0 NONELECTED BOARDS AND COMMITTEES – BY RACE AND GENDER

The table below depicts race and gender compositions for each of our nonelected (appointed) decision-making bodies. Member names and full demographics for each committee are available, upon request.

Body	Male %	Female %	Caucasian %	African American %	Asian American %	Native American %	Other %	Hispanic %
Service Area Population	49	51	75.4	15.3	2	0.4	4.9	9.4
Transit Advisory Board	57.2	42.8	93	0	0	7	0	0

Strategies for Representative Committees

Diversification goals will be provided to our nonelected boards and committees to help ensure that their membership mirrors our service area demographics, as adequately as possible. We will provide periodic updates on our outreach efforts at meetings. When there is an opening on a board or committee, we will ensure the following:

- Current members will be made aware of diversity goals and polled for nominees.
- Officials from local minority groups will be made aware of the diversity goals and polled for nominees.
- Key Contacts from LEP groups will be contacted and polled for nominees.
- A recruitment notice for a Board Member opening will be posted on our website.
- An advertisement of recruitment notice for a Board Member will be placed with the local newspaper and other publications popular with minorities and other protected groups.

13.0 RECORD-KEEPING AND REPORTS

As a subrecipient of FTA funds through NCDOT, we are required to submit a Title VI Program update to NCDOT every three years, on a schedule determined by NCDOT. Records will be kept to document compliance with the requirements of the Title VI Program. Unless otherwise specified, Title VI-related records shall be retained indefinitely. These records will be made available for inspection by authorized officials of the NCDOT and/or FTA. Reports on Title VI-related activities and progress to address findings identified during Title VI compliance reviews may also be provided, upon request. It will occasionally be necessary to update this Title VI Plan or any of its components (e.g., complaints, Public Involvement, and

LEP). Updates will be submitted to NCDOT for review and approval, and adopted by our Board when required.

In addition to items documented throughout this Plan, records and reports due at the time of compliance reviews or investigations may include:

Compliance Reviews

- Title VI Program Plan
- List of civil rights trainings provided or received
- Summaries from any *internal* reviews conducted
- Ads and notices for specific meetings
- Findings from reviews by any other *external* agencies
- Title VI equity analyses and EJ assessments
- Discrimination Complaints Log

Complaint Investigations

- Investigative Reports
- Discrimination complaint, as filed
- List of interviewees (names and affiliations)
- Supporting Documentation (e.g., requested items, photos taken, dates and methods of contact, etc.)

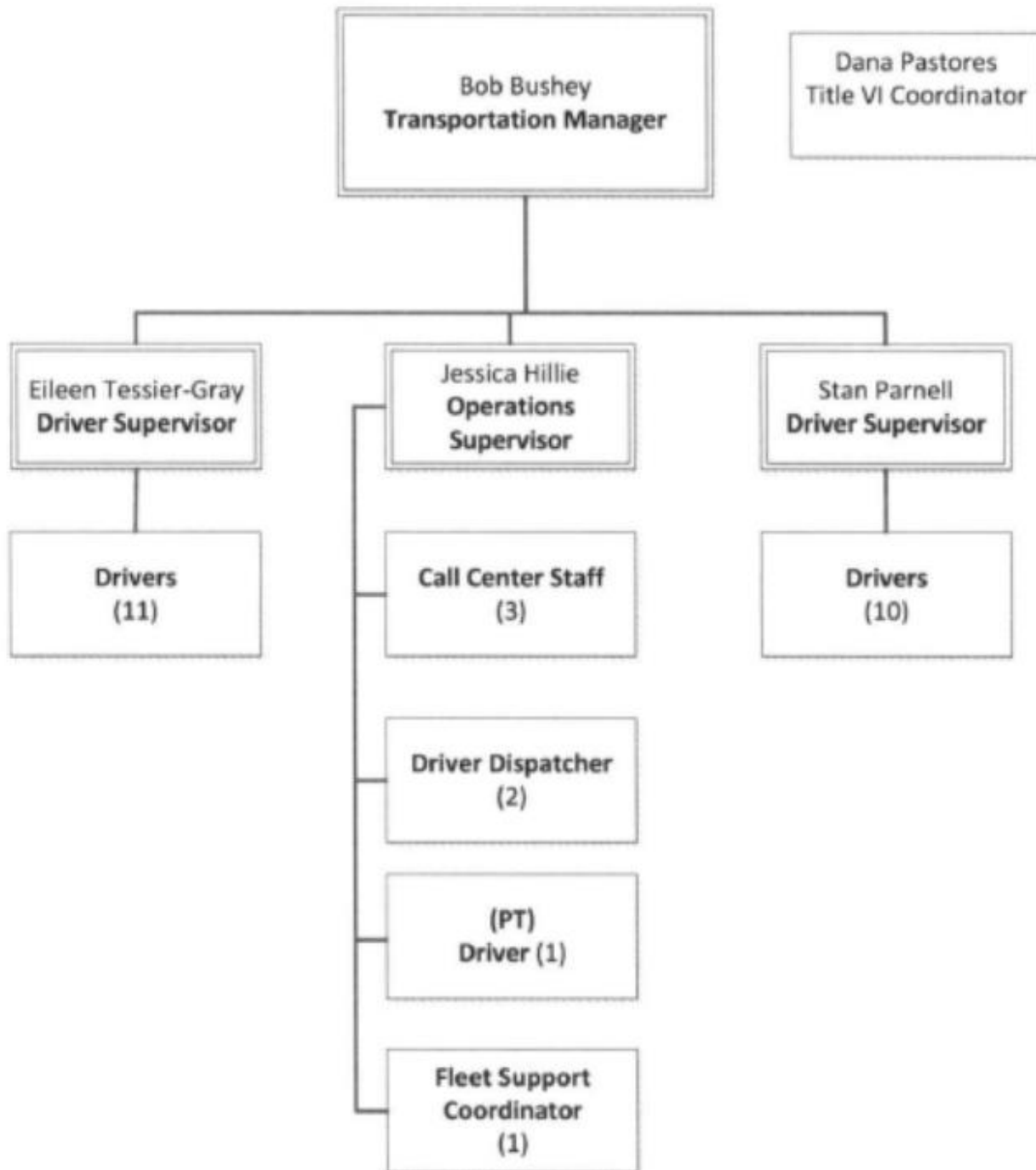
Appendix A

Applicable Nondiscrimination Authorities

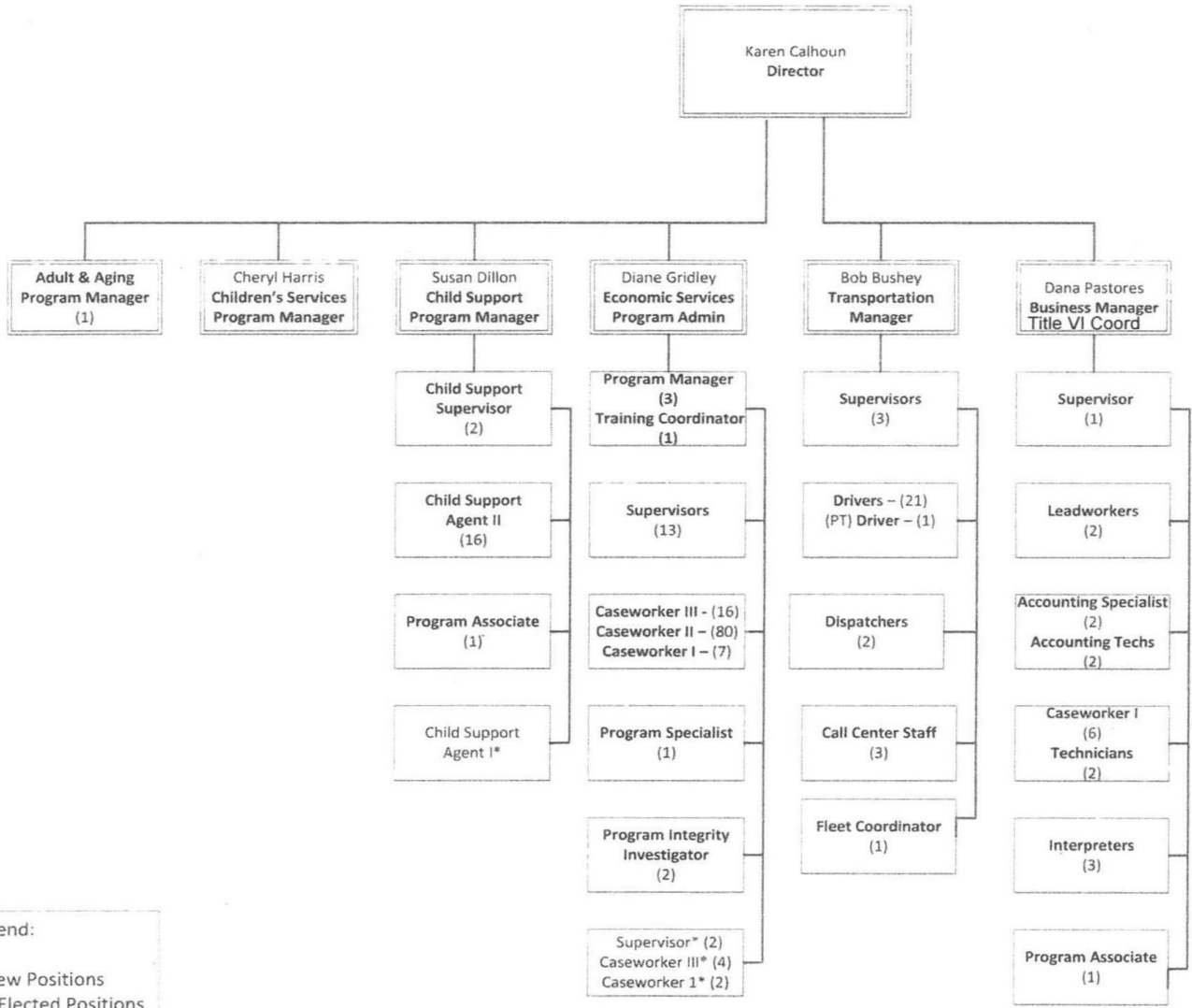
During the implementation of this Title VI Program, the organization, for itself, its assignees and successors in interest, is reminded that it has agreed to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, creed (religion), sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed (religion), color, national origin, or sex);
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

**Appendix B
Organizational Chart**



Department of Human Services
FY 2019



Legend:
* New Positions
--- Elected Positions

Appendix C
NCDOT's Compliance Review Checklist for Transit

I. Program Administration (General Requirements)	
<i>Requirement: FTA C 4702.1B – Title VI Requirements and Guidelines for FTA Recipients, Chapter III – General Requirements and Guidelines.</i>	
Note: Every NCDOT subrecipient receiving any of the FTA Formula Grants listed above must complete this section.	
Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)	Completed
1. A copy of the recipient's <i>signed</i> NCDOT's Title VI Nondiscrimination Agreement	<input type="checkbox"/>
2. Title VI Policy Statement (<i>signed</i>)	<input type="checkbox"/>
3. Title VI Notice to the Public, including a list of locations where the notice is posted	<input type="checkbox"/>
4. Type the name and title of your Title VI Coordinator and attach a list of their Title VI duties Name/Title:	<input type="checkbox"/>
5. Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)	<input type="checkbox"/>
6. Title VI Complaint Form	<input type="checkbox"/>
7. List of transit-related Title VI investigations, complaints, and lawsuits (i.e., discrimination complaints log)	<input type="checkbox"/>
8. Public Participation Plan, including information about outreach methods to engage traditionally underserved constituencies (e.g., minorities, limited English proficient populations (LEP), low-income, disabled), as well as a summary of outreach efforts made since the last Title VI Program submission	<input type="checkbox"/>
9. Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance, which requires conducting four-factor analyses	<input type="checkbox"/>
10. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees	<input type="checkbox"/>
11. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program	<input type="checkbox"/>
12. A description of the procedures the agency uses to ensure nondiscriminatory administration of programs and services	<input type="checkbox"/>
13. If you pass through FTA funds to other organizations , include a description of how you monitor your subrecipients for compliance with Title VI, and a schedule for your subrecipients' Title VI Program submissions. ➤ No Subrecipients <input type="checkbox"/>	<input type="checkbox"/>
14. A Title VI equity analysis if you have constructed or conducted planning for a facility , such as a vehicle storage facility, maintenance facility, operation center, etc. ➤ No Facilities Planned or Constructed <input type="checkbox"/>	<input type="checkbox"/>
15. Copies of environmental justice assessments conducted for any construction projects during the past three years and, if needed based on the results, a description of the program or other measures used or planned to mitigate any identified adverse impact on the minority or low-income communities	<input type="checkbox"/>

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Adjust Soil and Water Prime Farmland Funding to Capital Improvement Plan Level

BRIEF SUMMARY:

Per the FY20 Capital Improvement plan, the Soil and Water Prime Farmland funding level should be \$125,000. By reviewing the beginning FY20 available funds, a \$29,854.24 adjustment needs to be made to maintain the set aside funding for this program. Funding breakdown includes a \$100,000 budget for future easement purchases and a \$25,000 budget for legal fees. At this time the easement purchases line should be increased \$29,854.24.

REQUESTED ACTION:

Motion to approve the Soil and Water adjustment of funds and approve the related budget amendment and project ordinance.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ FY20 CIP Prime Farmland
- ▣ Fd 460 Budget Amendment
- ▣ Fd 460 Small Projects Ordinance

Capital Improvement Plan

Department: Soil & Water Conservation
Function: Economic & Physical Development
Project Title: Prime Farmland Soil & Conservation Easement Legal Fees
Type: Expansion
Status: In Progress
Total Cost: \$ 126,703



Project Description

Protect prime and statewide important farmland soils with donated and/or purchased permanent conservation easements on private working lands. Farmland preservation and voluntary land use planning using conservation easements are priorities in the SWCD Strategic Plan.

Background & Justification/Status

The proposed project is to purchase development rights and place conservation easements on farms. The Cabarrus SWCD board supports use of the county Agriculture and Farmland Preservation Fund to secure conservation easements. State and federal funds are also available. Prime and statewide important farmland soils are identified in the 1988 "Soil Survey of Cabarrus County, North Carolina" report. Protection of open space and associated environmental services in general, and prime and statewide important farmland soils in particular are a priority in the SWCD strategic planning process and supports BOC Strategic Goal 1. Preservation of working lands is also a federal and state priority. Farmland protection is consistent with citizens 4th priority of "protecting water quality and the environment" expressed in the 2018 Community Survey Findings.

Impact If Not Funded and Maximum Time it Can be Delayed

New state grant fund deadline requires cost(survey, title work, legal cost, environmental assessment) in the first year of contract. *Any portion of the \$150,000.00 not spent in the current year will roll to the next fiscal year. The amount set aside for the next fiscal year is dependent upon the amount of funds brought forward. The balance for the project will be kept at \$150,000.00 annually.

Project Costs	FY 2019 Adopted	FY 2020 Proposed	FY 2021 Planning	FY 2022 Planning	FY 2023 Planning	FY 2024 Planning	Future Years
Planning/Design							
Land/Acquisition		100,000					
Construction							
Building Improvements							
Equipment							
Other	1,703	25,000					
TOTAL	\$ 1,703	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ -

Funding Sources

General Fund							
Capital Reserve Fund							
Multi Year Fund/Other Funds	1,703	125,000					
Debt							
Grants							
Permits/Fees							
To Be Funded							
TOTAL	\$ 1,703	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ -

Operating Budget Impact

Salaries & Benefits							
Materials & Supplies							
Contracts & Services							
Capital Outlay							
Other							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Budget Revision/Amendment Request

Date:

Amount: \$

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

This amendment is to increase the budget for Prime Farmland Soil in the amount of \$29,854.24 to bring to total budget to \$100,000.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
460	6	0000-6023	Deferred Tax Collection	2,493,374.26		29,854.24	2,463,520.02
460	9	0000-9830	Other Improvements	1,165,443.69		29,824.24	1,135,619.45
460	6	3270-6023	Deferred Tax Collections	157,703.50	29,854.24		187,557.74
460	9	3270-9698	Soil & Water District	70,145.76	29,854.24		100,000.00

Budget Officer

Approved
 Denied

County Manager

Approved
 Denied

Board of Commissioners

Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY SMALL PROJECTS CAPITAL PROJECT ORDINANCE

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

Section I.

- A. The project authorized is for the purpose of accumulating and appropriating general fund revenues and federal and state grants funds received specifically for use by the appropriate Cabarrus County Department who has received the funds.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the guidelines as set forth by the federal and state government, Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed:

Board of Elections Department	
Interest on Investments	\$ 34,122
Contribution from General Fund	61,484
Contribution from Capital Reserve	150,000
	\$ 245,606
Register of Deeds Department:	
Register of Deeds Fees	\$1,790,669
Interest on Investments	59,351
Contribution from General Fund	77,505
	\$1,927,525
Soil and Water Department:	
Other Improvement Projects	\$248,441
EEP Contract	16,900
ADFP Grant	60,146
Drill Program Fees	14,248
Suther Farm Project	780,000
Hill Farm Project	146,370
Stewardship Fund	36,421
	\$1,302,526
Educational Farming	
Educational Farming (Lomax)	\$ 27,000
Local Agricultural Preservation Projects:	
Contribution from General Fund	\$13,800
Deferred Farm Tax Collections	2,506,629
Deferred Farm Tax Interest	408,742
Interest on Investments	96,417
	\$3,025,588
TOTAL REVENUES	\$6,528.245

- D. The following appropriations are made as listed:

Board of Elections Department:	
Board of Elections Equipment and Furniture	\$ 245,606
Register of Deeds Department:	
Register of Deeds Automation & Preservation	\$ 1,927,525
Soil and Water Department:	
Other Improvement Projects	\$248,441
EEP Contract	16,900
ADFP Conservation Easement	60,146
Drill Repair & Maintenance	14,248
Suther Farm Project	780,000
Hill Farm Project	146,370
Stewardship	36,421
	<u>\$1,302,526</u>
Educational Farming	
Educational Farming (Lomax)	\$ 27,000
Local Agricultural Preservation Projects:	
Other Improvement Projects	\$3,025,588
TOTAL EXPENDITURES	\$6,528.245
GRAND TOTAL – REVENUES	\$6,528.245
GRAND TOTAL – EXPENDITURES	\$6,528.245

Section II.

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

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

Section III.

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

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

Adopted this 16th day of September, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Human Resources - Personnel Ordinance Updates

BRIEF SUMMARY:

Human Resources would like to propose updates to several sections of the Personnel Ordinance including holiday accruals for part time employees, compensatory time usage order, bilingual incentive waiting period and the Leave Without Pay process.

REQUESTED ACTION:

Motion to adopt the recommended changes to the Cabarrus County Personnel Ordinance.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Lundee Covington, Human Resources Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Personnel Ordinance Updates

Personnel Ordinance – Proposed New Language

Article III. The Pay Plan

Section 10. Overtime/Compensatory Time

Overtime work requires advance approval or authorization and shall be administered in accordance with Wage and Hour Law.

80 hour non-exempt employees with the exception of law enforcement are paid compensatory (comp) time or overtime pay (with County Manager approval) for hours worked over 40 per work week. 80 and 84 hour law enforcement non-exempt employees are paid overtime for hours worked over 86 hours per pay period.

All non-exempt employees can earn and bank up to a maximum of 240 comp time hours, however balances are monitored and may be paid out or employees may be scheduled off to reduce comp time balances. Time earned for non-exempt employees is at time and a half.

Exempt employees can earn hour for hour compensatory time not to exceed 80 hours.

When time off is needed and comp balance is available it should always be utilized ahead of vacation time unless approved by the County Manager. Comp time may be utilized instead of sick time where approved within other Ordinance and policy guidelines.

Section 15. Bilingual Incentive

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

Employees will be eligible for an annual incentive of \$1,200 added to their pay (\$46.25 per pay period for 26 pays per year) if they pass a proficiency test in Spanish or other identified language as approved by the County Manager. Employees must pass an oral proficiency exam at an advanced or superior level by a testing authority selected by the County. The initial test and required re-certification will be paid for by the County. Those wishing to retest following an unsuccessful attempt will pay for the retest. The employee's supervisor is responsible for contacting Human Resources to set up testing. Incentive pay will begin the pay period that follows satisfactory results and will not be retroactive. Employees must successfully complete six months of employment to be eligible for the incentive.

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

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

Article VI. Leaves of Absence

Section 1. Holidays

The County shall observe the same holiday observation schedule as the State of North Carolina for holidays.

Paid holiday time is provided to eligible employees who are either full time status (9101) or part time working greater than 1,000 hours per year (9102) effective January 1, 2018. All other staff are not afforded paid holiday time but may be scheduled off in accordance with their business unit practice.

Full time employees, not on paid leave, must work a full normally scheduled workday before or after the holiday or utilize paid time off to be eligible for holiday leave.

Part time (9102) employees will receive holiday time based on their FTE status. For example, a regular .5 FTE would receive 4 hours per holiday. To be eligible, at least one shift must be worked or paid status equivalent to a work shift must be entered in the holiday week to receive holiday pay. This must be in the pay period week the holiday actually occurs (ex. Friday – Monday schedule).

Employees may wish to be away from work on a certain day for religious observances. Department heads should attempt to arrange the work schedule so that an employee may be granted vacation leave if requested for a religious observance.

Section 3. Vacation Leave

All regular and probationary employees (personnel status of full time and part time) who are scheduled to work at least 1,000 hours during the calendar year shall receive vacation leave in accordance with this policy. Vacation leave may be used at the employee's discretion with prior approval of the employee's immediate supervisor or department head. Use of compensatory time will be required if a balance is available. Elected positions are not subject to this section and do not earn vacation leave.

Section 17. Leave Without Pay

Numerous small adjustments were made to this policy to emphasize leave without pay must be

requested prior to the time away from work and can lead to disciplinary consequences for employee and supervisory if not completed timely.

When an employee will be absent from work and does not have sufficient accrued paid leave to cover the hours in their workweek, Leave Without Pay must be requested **before the absence**. The employee must have exhausted all forms of accrued paid leave which would have otherwise covered the requested leave time.

Approval of Leave Without Pay is an administrative decision and may be granted only in extraordinary situations with the approval of the Department Head (less than one full shift) and the County Manager (one full shift or greater than 8 hours).

The employee must request the need for leave **prior to being absent from work**. The supervisor will initiate the request and make estimates of time needed based on information known, then make a recommendation to approve or disapprove to the department head. If the department head approves the form, it is forwarded to the County Manager if more than one shift is required.

Prior to recommending, the employee's supervisor shall consider the occurrence of peak work load periods, employee's length of service and other factors relevant to the operations of the department. The supervisor shall also review the personal circumstances of the employee before recommending approval or denial of a leave without pay request.

If Leave Without Pay is denied and communicated to the employee and the employee does not report for work as scheduled, this will be considered a disciplinary incident subject to the County disciplinary process. Failure to report for duty at the expiration of an approved leave without pay event shall be considered a resignation.

If money is not available to cover benefit deductions, the employee will be responsible for making those payments to Finance, for example employee and dependent premiums for health, dental, etc.

Section 24. Volunteer Service Leave

County Management recognizes the Board's commitment to volunteer activities which support the quality of education of children; enhance the community's quality of life through community support agencies.

County employees will receive up to 12 hours of County paid time off per **calendar** year for qualifying volunteer activities. Time must be during the employee's regularly scheduled workweek. Examples of qualifying events include school events such as tutoring, guest lecturer, EOG and exam proctoring, mentoring unrelated to the employee's child/ren, Special Olympics, Habitat for Humanity, Boys and Girls Club, etc.

An employee's job responsibilities take precedence over volunteer activities. Prior approval by the employee's supervisor is required for time away from work.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

September 4, 2019
4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - Governmental Center Skylight Replacement and Re-Roof Project Construction Manager at Risk Selection

BRIEF SUMMARY:

An RFQ for Construction Manager at Risk services was advertised for the Governmental Center skylight replacement and re-roof project. After reviewing the submissions received it is the recommendation of staff that we proceed with Ike's Construction for construction manager at risk services on this project.

REQUESTED ACTION:

Motion to suspend rules of procedure.

Motion to approve the contract between Cabarrus County and Ike's Construction and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Michael Miller, Infrastructure and Asset Management Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- GC Skylight Replacement RFQ



Request for Qualifications (RFQ)
for
Construction Manager at Risk (CM@R) Services
for
Cabarrus County Governmental Center Skylight Replacement Project

Issued: 08/05/19

Submittals Due: 08/19/19 by 3:00 PM EST

Introduction

Cabarrus County (“County”) is seeking to hire a qualified Construction Manager at Risk firm (“CM@R”) to provide preconstruction and construction management services for a skylight replacement and re-roofing project at the Cabarrus County Governmental Center located at 65 Church St. S. in Concord, NC 28026 (“Project”). Through this Request for Qualifications (“RFQ”), the County is seeking Qualifications Statements from interested and qualified firms.

The architect for the design of the project has been selected and is currently working through schematic designs based on concepts already approved by the County. The County and their chosen architects anticipate the design process lasting until the end of calendar year 2019 and plans to rely heavily on a CM@R for consultation on the constructability of the project once a CM@R is under contract for pre-construction services. There is an aerial provided at the end of this document detailing the location of the project.

The CM@R, or its joint venture partner, must have experience as the prime at-risk contractor, design-builder, or construction manager (either individually or as the major joint venture partner) for the construction of a minimum of three (3) similar size or larger and similar scope projects to be considered for further evaluation.

Scope of Work

The specific scope of work for the selected CM@R for the Project will be defined in the construction management agreement. However, at a minimum the following services are required of the CM@R:

Provide preconstruction phase services including cost estimating, life-cycle cost analysis, value engineering, BIM driven conflict resolution, constructability reviews, scheduling, phasing plans, etc.

- Provide and maintain Request For Information (“RFI”) and submittal logs
- Develop and maintain a master project schedule
- Define and prepare scopes of work for bid packages
- Develop a site management plan
- Provide construction management and general contracting services
- Develop a phasing and sequencing plan
- Establish and maintain quality control standards
- Provide Guaranteed Maximum Price (“GMP”)

The County anticipates entering into a pre-construction services agreement with the CM@R even-though a considerable amount of design is already done. The County and architect will rely heavily on the CM@R to answer questions regarding means and methods for carrying out the desired scope of work while the building remains in operation.

In accordance with North Carolina General Statutes Section 143-128.1 you will be required to prequalify all first tier subcontractors with assessment tools and criteria for the Project including specific prequalification scoring values jointly developed with the County.

Project Schedule

The project has been fully funded by the Cabarrus County Board of Commissioners and design work has begun, it is anticipated that work will commence in the Spring of 2020.

Qualifications Statement Submittal Requirements

The following components shall be submitted to the County in a concise manner as part of the response to this RFQ. Failure to include all of the elements specified below may be cause for rejection. Additional information may be provided, but shall be succinct and relevant to this RFQ. Submittals shall be limited to 20 pages (single sided or 10 pages double sided, the 20 pages does NOT include the exhibits). Document pages shall be 8-1/2 inches by 11 inches in size. Qualifications Statements shall correspond to the sections below:

1. Firm Information

- a. Firm name, mailing address (include physical location if mailing address is a P.O. Box), contact person, telephone number, and e-mail address.
- b. Type of organization (joint venture, partnership, limited partnership, corporation, etc.). If submitting as a joint venture, firm shall provide a summary of the draft agreement terms.
- c. Firm history, including background of firm's executive management and number of years the firm has been in business.
- d. Financial information:
 - Firm's total annual construction volume for the past five (5) years.
 - Name and contact information of the firm's bonding company.
 - Letter from the surety indicating the firm's current bonding capacity and the surety's willingness to bond the Project.
 - A.M. Best rating for the firm's surety, and its status to do business in North Carolina.
- e. Has the firm, or joint venture partner, ever been involved in litigation or arbitration with an owner of a similar facility? If so, please describe each instance, giving specific detail regarding the reasons for the claim and amount in dispute. Explain how the claim was resolved.
- f. Complete the form provided in Exhibit B of this RFQ and provide any additional supporting documentation the Respondent determines is warranted for the Owner to assess the Respondent's litigation history.

2. Relevant Experience and Capabilities

- a. Provide confirmation that the firm and its team members are licensed to provide construction management services in North Carolina.
- b. Demonstrate the firm's experience with construction/renovation projects of similar size and scope, preferably in which the building was occupied during construction. Provide three (3) or more examples where the firm has provided construction management services for projects similar in size and complexity. The selected projects should demonstrate the firm's capability, creativity and unique problem solving skills, budget and schedule compliance, and added value. The following information shall be provided for each project:
 - Owner and location of the project
 - Completion date or status of the project
 - Brief project description highlighting its key elements
 - Capacity and square footage of the project
 - Key personnel proposed for this project
 - E-mail and telephone number for references (Design team/architects, Key subcontractors and the actual owner of the project)

- Initial project budget, final cost, and type of contract

3. Project Team

- a. Identify the key personnel who will be assigned to the Project.
- b. Identify the firm's single point of contact for the entire Project.
- c. Provide an organization chart clearly defining all individuals proposed for the Project.
- d. Provide resumes for each individual listed above, including the following:
 - Name and title
 - Years of experience
 - Years with firm
 - Office location
 - Education, certifications, licenses, and/or special training
 - Description of role and key responsibilities for the Project and level of involvement
 - Listing and description of relevant project experience
- e. Identify the level of commitment to the Project for each key personnel, including the project executive and lead project manager(s).

4. Project Approach: Provide a narrative describing the firm's approach to the Project. The following items shall be addressed specifically:

- a. Discuss role as a team member on the Project that includes the County, owner's representative/program manager, architect, engineer, and other Project stakeholders.
- b. Discuss approach to project controls, including scope, schedule, budget and cost control, and construction quality control with examples of past success.
- c. Discuss proposed first-tier subcontractor pre-qualification and procurement procedures.
- d. Discuss project tracking / reporting: Identify tools and strategies used to track project performance.
- e. Request for Information (RFI), and shop drawings: Describe your firm's approach to handling these documents to insure accuracy and timeliness. Provide examples of applicable logs (preferably on a Project noted in the Experience category).
- f. Schedule and Staffing Plan: Describe your firm's approach to maintenance of project schedules and resolving project schedule deficiencies.
- g. Describe procurement plan to ensure completion of the Project on a timely basis.
- h. Describe practices and processes in monitoring and managing construction activities and subcontractor performance so as to minimize requests for change orders and avoid or mitigate construction related disputes.
- i. Indicate whether the firm would propose to self-perform any work on the Project and, if so, the nature of the work and the firm's capability to self-perform.
- j. Describe how the firm will ensure competitive pricing and on-time, quality performance by its subcontractors.

- k. Describe the firm's approach to creating a competitive procurement environment for the benefit of the Project.
 - l. Describe your firm's approach to identifying and mitigating potential constructability issues during the pre-construction phase
 - m. Explain your approach for resolving potential conflicts and changes in the work between your firm and 1) subcontractors, 2) Design Engineers, and 3) the Owner.
5. **Minority Participation:** Describe the program (plan) that your company has developed to encourage participation by Minority and other HUB firms to meet or exceed the goals set by North Carolina General Statute 143-128.2. Attach a copy of that plan to this proposal. Provide documentation of the Minority and other HUB participation that you have achieved over the past two years on both public and private construction projects. Outline specific efforts that your company takes to notify Minority and other HUB firms of opportunities for participation. Indicate the minority participation goal that you expect to achieve on this project. The CM@R will be required to submit a final plan for compliance with Section 143-128.2 for County approval prior to soliciting bids for the Project's first tier subcontractors.

Selection Criteria

Qualifications Statements will be evaluated by the Selection Committee based on the firms' ability to meet the requirements of this RFQ. The Selection Committee will include representatives from the County Manager's office and staff from the Infrastructure and Asset Management department. Other staff members may participate in the evaluation process as well. The primary evaluation criteria include:

1. Experience providing preconstruction and construction management services for similar projects;
2. Approach to the Project;
3. Ability to meet the established schedule;
4. Qualifications and abilities of key individuals proposed for the Project;
5. Client, subcontractor, and design references; and
6. An office in North Carolina.

Submission Process and Timeline

Qualifications Statements shall be submitted electronically by 3:00 PM on August 19, 2019. Responses must be prepared in conformance with the guidelines described in this RFQ. Responses received after the deadline will **not** be considered.

Electronic qualification statements shall be submitted electronically in PDF format to kdbilafer@cabarruscounty.us. The e-mail subject line must be as follows: "CM@R Qualifications Statement - Cabarrus County Governmental Center Skylight Replacement."

All responses are subject to public disclosure under the North Carolina Public Records Law. To the extent permissible by law, the County agrees to keep confidential any confidential proprietary information

included in a response, provided that: 1) the respondent identifies the confidential proprietary portions of the response; 2) the respondent identifies as confidential and proprietary only those portions of the submittal that actually are confidential and proprietary; and 3) the respondent states why protection is necessary. Respondents shall not designate their entire response as confidential and proprietary, nor shall they so designate information that is already public.

In submitting a Qualifications Statement, each firm agrees that the County may reveal any materials contained in such response to all the County staff and the County officials involved in the selection process and to any outside consultant or other third parties who serve on the Selection Committee or who are hired by the County to assist in the selection process. Furthermore, each firm agrees to indemnify and hold harmless the County and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret.

Conditions and Reservations

The County reserves the right to refuse and reject any or all responses to the RFQ, to advertise for new RFQ responses, or to accept any RFQ response deemed to be in the best interest of the County in its sole and exclusive discretion. The County reserves the right to waive technicalities and informalities. The County reserves the right to negotiate with one or more firms and is not obligated to enter into any contract with any respondent on any terms or conditions.

A response to this RFQ shall not be construed as a contract, nor indicate a commitment of any kind. The RFQ does not commit the County to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFQ process concerning your firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of the State of North Carolina.

Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the County unless the County and your firm execute a contract.

An authorized representative of the firm is required to certify the accuracy of all information contained in your submittal by executing the certification form attached to this RFQ as Exhibit A.

EXHIBIT A

Certification Form

(Provide separate Certification for each Joint Venture or Partnership entity)

****COMPANY NAME** **SEAL****

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS RESPONSE TO THE REQUEST FOR PROPOSALS IS CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND BELIEF.

This the ____ day of _____, 2017.

By: _____

Title: _____

License number under which the project will be executed:

Name license number above is held in: STATE

OF _____

COUNTY OF _____

_____ a Notary Public in and for the County and State aforesaid, do hereby certify that personally came before me this day and acknowledged that he is of and by that authority duly given and as an act of the foregoing instrument was signed by As, attested by him/herself as Secretary, and sealed with the common seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, 2018.

My commission expires:

EXHIBIT B – LITIGATION HISTORY

If the Respondent replies yes to any of the questions below, please provide a full explanation with any required supporting relevant documentation that can be legally provided.

Has your company been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination or prevailing wages within the last 10 years?

Yes No

Have any of the following actions occurred on, or in conjunction with, any project performed by your company, affiliate, or their officers, partners, or directors in the last five years?

a. Legal Action Initiated by Contractor against Owner

Yes No

b. Legal Action Initiated by Contractor against Subcontractor

Yes No

c. Legal Action Initiated by Owner?

Yes No

d. Legal Action Initiated by Subcontractor?

Yes No

e. Arbitrations

Yes No

Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging?

Yes No

Has your present company, its officers, owners, or agents ever been barred from bidding public work in North Carolina?

Yes No

Aerial



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning and Development - 2018-2019 HOME Program Consolidated Annual Performance and Evaluation Report (CAPER) - Public Hearing 6:30 p.m.

BRIEF SUMMARY:

Cabarrus County has been a member of the Cabarrus/Iredell/Rowan HOME Consortium for approximately 25 years. As required by participation in the program, Cabarrus County has produced its annual CAPER for public review and hearing. Cabarrus County used 2015-2016 and 2016-2017 HOME program funds, county match and program income toward the construction of a senior apartment complex in Kannapolis on El Paso St. Six of the units are required to meet the HOME income guidelines for the tenants due to the HOME fund investment. The project is under construction and is expected to be completed by the end of 2019. As a result, all of the funds have been expended but we do not have beneficiaries until the units can be occupied.

REQUESTED ACTION:

Hold a public hearing.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, AICP
Planning and Development Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ CAPER report
- ▣ Advertisement

HOME Recipients

End of Program Year CAPER Report

Covering July 1, 2018 to June 30, 2019

Please provide detailed information regarding your HOME-assisted projects from July 1, 2018 to June 30, 2019. Complete a separate form for each HOME-assisted activity. Please provide at least one picture of each project listed. Use as much space as needed to answer the questions.

****Please return this form to Pepper Bego no later than August 23, 2019.***

Agency Name: Cabarrus County

Contact Person: Kelly Sifford

2018-2019 HOME-ASSISTED ACTIVITIES

1. Proposed Activities (per Action Plan):

No proposed activities for the current fiscal year, no funding accepted due to outstanding project.

2. Describe how you provided decent housing and a suitable living environment for low and moderate-income persons and how it made an impact on identified needs.

Cabarrus County created a Strategic Aging Plan for the community and affordable housing was one of the areas we identified as a need. As a result, the County committed to working on a senior housing complex with other consortium members, with 6 units being Cabarrus County's, and the project is currently under construction.

3. Activities and Accomplishments: *(Please state whether you met your goals/objectives this year.)*

Participated in quarterly fair housing activities such as providing technical assistance to other agencies, holding fair housing and home ownership forums with other jurisdictions, radio, newspaper and website advertisements regarding fair housing.

Please complete the following table.

HOME ACTIVITY (New Const., Rehab, DPA, Etc.)	Description of Accomplishment	Activity Location	Number of Households Assisted
Rental	Senior apartment Complex	1430 El Paso St., Kannapolis	0 – under construction

PLEASE REMEMBER TO ATTACH PICTURES OF YOUR WORK

4. Describe actions taken to eliminate barriers to affordable housing.

Participated in forums with other consortium members to advance fair housing and homeownership. Participated in a rental senior apartment complex and will be doing another one with the City of Concord next year. The homeownership forums included information about down payment assistance and good loan practices.

5. Describe actions taken to overcome the effects of impediments to fair housing.

Several members of the consortium held a multijurisdictional forum to educate citizens on fair housing laws and who to contact if they encountered problems. Staff provided technical support to other agencies such as the Department of Human Services regarding tenant issues to help staff determine fair housing versus landlord tenant issues. Provided education through pamphlets, newspaper and website ads (English and Spanish), and radio ads.

6. Please provide the following statistics by Person (P) or Household (H)

RACE	# of Households	# of People
White	0	0
Black/African American	0	0
Asian	0	0
American Indian/Alaskan Native	0	0
Native Hawaiian/Pacific Islander	0	0
Am Indian/Alaskan Native and White	0	0
Asian & White	0	0
Black/African American and White	0	0
Am Indian/Alaska Native and Black	0	0
Other Multi-Racial	0	0
Hispanic Ethnicity	0	0
Income		
Less than 30% AMI	0	0
31% - 50% AMI	0	0
51% - 80% AMI	0	0
80%- AMI	0	0
Family Status and Special Needs		
Female-Headed	0	0
Disabled (not elderly)	0	0
Elderly	0	0
Homeless	0	0
AIDS/HIV+	0	0

7. Budget Information

(Please provide the information requested below.)

BUDGET INFORMATION		
HOME Funds Budgeted this period	* 2018-19	289930.06
HOME Funds Expended this period		198279.83
HOME Funds Balance as of June 30, 2019		2829.15
Other Federal Funds Expended this period		
Non-Federal Funds Expended this period match & program income		88821.08
Total Project Funds Expended this period		287100.91







To: Independent Tribune

From: Kelly Sifford, AICP

Date: August 5, 2019

Re: Advertisement

Please run the following advertisement on Wednesday September 4 and Sunday September 8th:

Public Hearing for HOME CAPER
Monday, September 16, 2019 at 6:30 p.m. at
Cabarrus County Governmental Center
65 Church St. S, Concord, NC 28025
In the Board of Commissioners Chambers

A public hearing will be held on the CAPER report for Cabarrus County. Cabarrus County budgeted \$289,930.06 in HOME funds from the consortium (2015-2016 and 2016-2017 program funds), required county match and program income for the 2018-2019 year. Cabarrus County expended \$287,100.91 toward administration of the grant and the construction of a senior apartment complex on El Paso Road in Kannapolis. The apartment complex will contain six units that must meet HOME program rental requirements.

Any questions concerning this item should be addressed to the Cabarrus County Planning and Development Services Department- Community Development Division at (704) 920-2142 or TDD at 704-920-3000. If reasonable accommodations are needed, please contact the ADA Coordinator at 704-920-2100 at least 48 hours prior to the public hearing.

Please advertise in block format. Business card size.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Additional Position Allocation

BRIEF SUMMARY:

In conformity with an existing agreement with the Town of Harrisburg for law enforcement coverage, the Town of Harrisburg has approved funding for two (2) additional officers in conjunction with the eleven (11) that they currently provide funding. This request is for Cabarrus County to approve the two (2) additional positions and that the direct costs of these positions be billed to the Town of Harrisburg. During the FY 20 budget process, the additional revenue that would be billed to the town of Harrisburg was budgeted in the Sheriff's Office deputy reimbursement account although the two (2) additional positions were not requested or budgeted. In order to fund these positions a budget amendment is needed to decrease the salary adjustments account and increase the applicable salary and benefits accounts.

REQUESTED ACTION:

Motion to create the additional two (2) deputy positions for the Town of Harrisburg and adopt the associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Chief Deputy James N. Bailey

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Harrisburg Manager Email
- ▢ Harrisburg Budget Document 1
- ▢ Harrisburg Budget Document 2
- ▢ Harrisburg Budget Amendment

James Bailey

From: Van Shaw
Sent: Monday, August 19, 2019 2:27 PM
To: James Bailey
Subject: FW: Funding Information for New Positions
Attachments: 20190813143441673.pdf; 20190813143338283.pdf

From: Haynes Brigman <hbrigman@harrisburgnc.org>
Sent: Tuesday, August 13, 2019 2:35 PM
To: Benita Conrad <bconrad@harrisburgnc.org>; Van Shaw <vwshaw@cabarruscounty.us>
Subject: Funding Information for New Positions

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Sheriff Shaw:

The supporting documents for the increased budget associated with the two new deputies positions can be found in our Manager's Recommended Budget Report and Budget Ordinance. You can find the complete documents at the following links, but I have also attached scanned images of the referenced positions and their funding.

Manager's Recommended Budget - <https://www.harrisburgnc.org/DocumentCenter/View/1597/FY2020-Managers-Recommended-Budget?bidId=>

References: Page 1, 58 and 59

Budget Ordinance - <https://www.harrisburgnc.org/DocumentCenter/View/1963/2020-Budget-Ordinance?bidId=>

No reference, but is the final budget document outlining the funding for the Deputies

Please let me know if you have any questions. Thanks!

Haynes M. Brigman
Town Manager
Town of Harrisburg
4100 Main St., Suite 101
PO Box 100
704.455.0706
hbrigman@harrisburgnc.org



FY2020 Manager's Budget Message

May 13, 2019

Introduction

Town staff, along with the support and direction of the Town Council, have worked to finalize the proposed 2019-2020 fiscal years budget through the process of five separate Budget Workshops beginning in January 2019. The proposed total budget of \$70,267,145 for General Fund, Water and Sewer Fund, Storm Water Fund, Capital Reserve Funds and Capital Project Funds is presented in a balanced format – conforming to the requirements of North Carolina General Statutes and the Local Government Budget and Fiscal Control Act. After the Town increased taxes by 6.5 cent per \$100 valuation for fiscal year 2019, the priority of this year's budget was to continue executing the priorities outlined for the purposes of the tax increase – including parks and recreation capital projects, the start of Transportation Bond projects, and continued service-level improvement for public safety departments. In addition to these priorities in the fiscal year 2020 budget, the Town continued to exhaust all opportunities for service level improvements while maintaining costs, made direct investments in economic development opportunities for the future, emphasized residential development standards and protections, and sought out avenues for generating additional revenues through investment opportunities. Each measure directly correlates to ensuring Harrisburg remains a vibrant, attractive, safe, and active community for residents, business owners, and visitors to enjoy.

General Fund

Harrisburg has experienced strong residential growth over the past decade, which continues to be the trend going into 2020. In addition to residential growth, Harrisburg is also beginning to see an uptick in commercial growth and redevelopment of commercial property, especially along the Highway 49 corridor. This growth has allowed Harrisburg to maintain low tax rates while at the same time increasing and expanding its service delivery to residents, businesses, and the regional community. The tax increase in fiscal year 2019 was enacted in large part to address the future needs of the community. Three main drivers of the tax increase were an effort to boost public safety, address the growing expansion and service needs of the Parks and Recreation Department, and begin implementing the projects associated with the Transportation Bond that was approved by voters in 2017.

The total proposed General Fund expenses for FY2020 are \$15,794,200, a 3.38% increase over FY2019. The major impact of this increase is related to major capital projects being started in FY2020, specifically the Harrisburg Park expansion project, Veterans Plaza construction, the completion of Fire Station #2, and the start of the Transportation Bond projects. Operational expenses within the General Fund increased by 3.70%, mostly due to additional staffing needs within the Parks and Recreation Department, additional Deputies contracted with the Cabarrus County Sheriff's Department, investments in transportation opportunities, and planning initiatives including an update to the Town's Unified Development Ordinance and planning for aesthetic improvements along Highway 49.

As the Town implemented its first ever 10-year capital plan in FY2019, along with the necessary funding mechanisms to achieve those priorities over that time, we are now prepared to actively move into bringing these priorities to reality in a relatively short period of time. There have been changes made to the 10-year capital plan over the past year, but the Town continues to emphasize the importance of addressing the needs of the community now, and well into the future.

In FY2020, the Town expects to begin construction on the Harrisburg Park expansion project, a \$9 million project that will add multi-purpose fields, shelter and playground amenities, a splash pad, amphitheater, bike and walking trails, and additional parking. This park expansion project is supported by the input received from the residents through the park master plan process, and is necessary to meet the growing youth athletic demands of our community.

DEPUTIES

Overview:

The Town contracts its law enforcement with the Cabarrus County Sheriff’s Office. The Town funds thirteen deputies and the County provides two additional deputies. The Town provides vehicles and select equipment to the deputies and reimburses the Sheriff’s Office for salary and benefits.

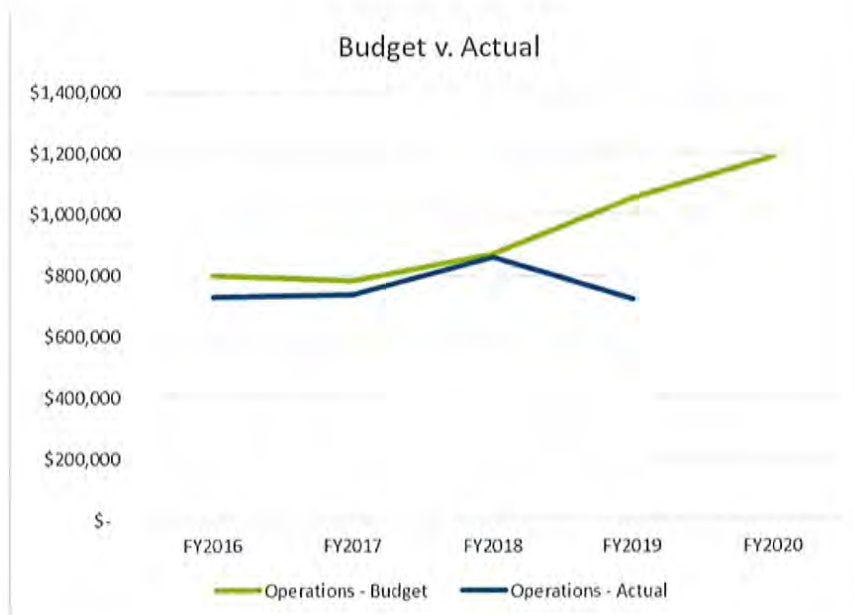
Notable changes:

- \$51,000 – increase of contract costs relating to salary and benefits increases
- \$72,500 – addition of salary and benefits for a full year for the 12th and 13th deputies compared to a half year utilization in FY2019
- \$150,000 – replacement of three vehicles

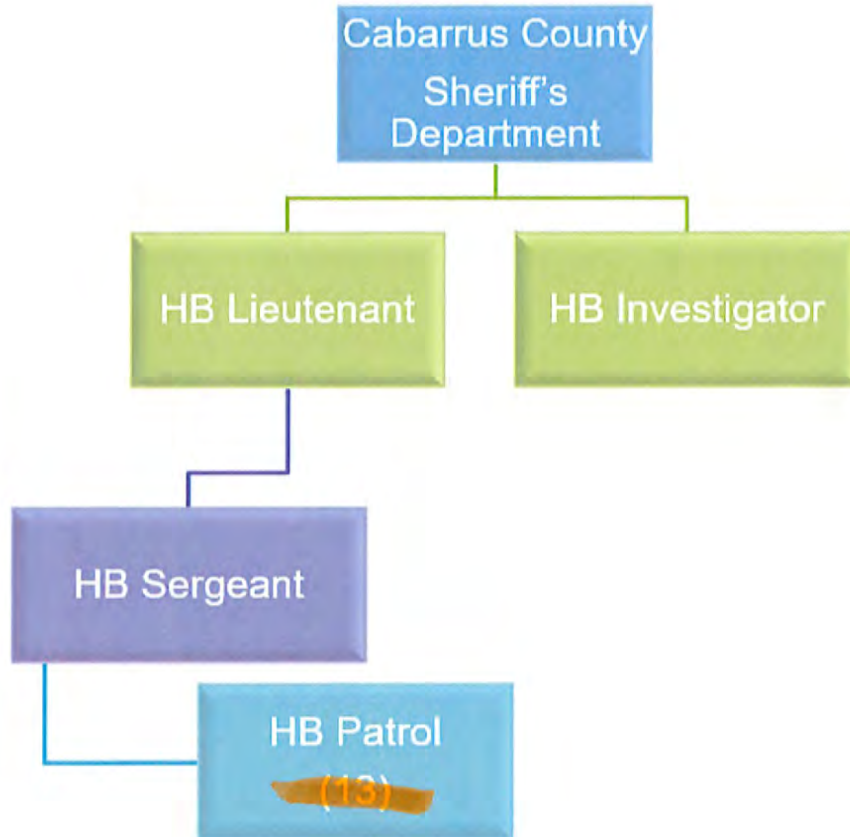
Five-year budgeted expenditures:

DEPUTIES	BUDGET				
	FY2016	FY2017	FY2018	FY2019	FY2020
EXPENDITURES					
Employee relations and education	\$ -	\$ -	\$ 1,600	\$ -	\$ 3,500
Supplies and materials	13,500	9,400	9,500	9,500	10,400
Current obligations and services	75,850	64,530	58,700	67,760	71,890
Fixed charges and other services	712,400	708,570	802,920	975,275	1,102,125
Capital outlay	98,000	92,000	92,000	184,000	150,000
Total budgeted expenditures	\$ 899,750	\$ 874,500	\$ 964,720	\$ 1,236,535	\$ 1,337,915

	BUDGET V. ACTUAL - OPERATIONS				
	FY2016	FY2017	FY2018	FY2019	FY2020
Operations - Budget	\$ 801,750	\$ 782,500	\$ 872,720	\$ 1,052,535	\$ 1,187,915
Operations - Actual	\$ 731,609	\$ 736,264	\$ 861,071	\$ 724,833	



DEPUTIES
ORGANIZATION CHART





Harrisburg NC
The right side of opportunity

Department Highlights
FY2020 Proposed Budget

Department	<u>Deputies</u>
Director	<u>Chris Measimer</u>
Number of Employees	<u>15 (13 Town-paid and 2 County-paid)</u>
Total Requested Budget	<u>\$1,337,915</u>

Highlights

Per discussion with the Cabarrus County Sheriff's Office in FY2017, a plan was put into place where the Town would fund one new Sergeant position in FY2018 and two new deputy positions in FY2019. The Sergeant position was filled in FY2018. The Town was notified in FY2019, one of the new deputies would come on line in FY2019 and the other at the beginning of FY2020. The FY2020 budget has a full Town-paid complement of 13 deputies, along with the two deputies the County funds will bring it up to 15. This is the most significant impact to the proposed budget.

Department Manager Requests

Increase of contract costs relating to salary and benefits increases	\$ 51,000
Remainder of contract costs for full staffing	72,500
Replacement of Dodge Charger H6	50,000
Replacement of Dodge Charger H12	50,000
Replacement of Dodge Charger H13	50,000

New Personnel Requests

None at this time. -

Town Manager Adjustments

None at this time. -

Council Adjustments

None at this time. -



Harrisburg, NC

Budget Comparison Report

Account Summary

Account Number	Fund: 100 - General Fund	Expense	Department: 2000 - Deputies	Category: 520 - Employee Relations and Education	2016-2017	2017-2018	2018-2019	Parent Budget	Comparison 1	Comparison 1	%	Comparison 2	Comparison 2	%
					Total Activity	Total Activity	YTD Activity Through Adj	2018-2019 2018-2019	Budget	to Parent Budget		2019-2020 Draft 2	to Comparison 1 Budget	
100-2000-52202					0.00	706.94	0.00	0.00	3,500.00	3,500.00	0.00%	3,500.00	0.00	0.00%
Budget Detail														
Budget Code						Units	Price	Amount						
Draft 2						2.00	1,750.00	3,500.00						
Description														
Draft 2														
Reconstructionist Conference														
Total Category: 520 - Employee Relations and Education:					0.00	706.94	0.00	0.00	3,500.00	3,500.00	0.00%	3,500.00	0.00	0.00%
Category: 530 - Supplies and Materials														
100-2000-53100					5,541.48	5,286.71	3,768.97	5,500.00	6,000.00	500.00	9.09%	6,000.00	0.00	0.00%
Budget Detail														
Budget Code						Units	Price	Amount						
Draft 2						1.00	3,500.00	3,500.00						
Description														
Draft 2														
Mouth pieces, gas canisters, etc.														
Draft 2														
Paper, pens, folders														
Draft 2														
Printer Ink														
100-2000-53140					2,937.18	2,975.95	1,121.53	3,400.00	3,400.00	0.00	0.00%	3,400.00	0.00	0.00%
Budget Detail														
Budget Code						Units	Price	Amount						
Draft 2						2.00	1,700.00	3,400.00						
Description														
Draft 2														
Taser Replacement Schedule (2)														
100-2000-53201					292.83	20.48	588.18	600.00	1,000.00	400.00	66.67%	1,000.00	0.00	0.00%
Budget Detail														
Budget Code						Units	Price	Amount						
Draft 2						1.00	1,000.00	1,000.00						
Description														
Draft 2														
Shipping & Handling														
Estimate														
Total Category: 530 - Supplies and Materials:					8,771.49	8,283.14	5,478.68	9,500.00	10,400.00	900.00	9.47%	10,400.00	0.00	0.00%

Budget Comparison Report

Account Number	2016-2017 Total Activity	2017-2018 Total Activity	2018-2019 YTD Activity Through Adj	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2018-2019 2018-2019	2019-2020 Draft 1	Increase / (Decrease)		2019-2020 Draft 2	Increase / (Decrease)	
Category: 540 - Current Obligations and Services										
100-2000-54100	2,263.04	2,517.70	2,329.82	2,940.00	2,940.00	0.00	0.00%	2,940.00	0.00	0.00%
Budget Detail										
Budget Code		Units	Price	Amount						
Draft 2		Verizon Wireless - \$245/mo	12.00	245.00	2,940.00					
100-2000-54302	281.82	33.26	722.32	1,250.00	1,750.00	500.00	40.00%	1,750.00	0.00	0.00%
Budget Detail										
Budget Code		Units	Price	Amount						
Draft 2		Kustom Equipment Repair - Radar and Camera	1.00	1,500.00	1,500.00					
Draft 2		Laser Certification	1.00	250.00	250.00					
100-2000-54303	35,163.54	24,647.41	22,632.75	30,570.00	33,000.00	2,430.00	7.95%	33,000.00	0.00	0.00%
Budget Detail										
Budget Code		Units	Price	Amount						
Draft 2		Scheduled Maint./Oil Changes/Repairs	1.00	33,000.00	33,000.00					
100-2000-54312	19,846.07	31,714.21	24,500.77	33,000.00	34,200.00	1,200.00	3.64%	34,200.00	0.00	0.00%
Budget Detail										
Budget Code		Units	Price	Amount						
Draft 2		Fuel - \$2,850/mo	12.00	2,850.00	34,200.00					
100-2000-55200	0.00	0.00	12.28	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Category: 540 - Current Obligations and Services:	57,554.47	58,912.58	50,197.94	67,760.00	71,890.00	4,130.00	6.10%	71,890.00	0.00	0.00%
Category: 560 - Fixed Charges and Other Services										
100-2000-56205	5,602.40	7,776.87	8,793.96	8,000.00	8,000.00	0.00	0.00%	8,000.00	0.00	0.00%
Budget Detail										
Budget Code		Units	Price	Amount						
Draft 2		Interlocal Risk Finance	1.00	8,000.00	8,000.00					
100-2000-56305	684,477.76	785,034.88	653,073.60	952,000.00	1,075,500.00	123,500.00	12.97%	1,075,500.00	0.00	0.00%
Budget Detail										
Budget Code		Units	Price	Amount						
Draft 2		Projected Increase in Salaries and Benefits (5%	1.00	51,000.00	51,000.00					
Draft 2		Salaries and Benefits for 1 Lieutenant & 1 Serg	2.00	91,500.00	183,000.00					
Draft 2		Salaries and Benefits for 11 Deputies	11.00	76,500.00	841,500.00					
100-2000-56315	6,804.00	356.32	9,095.73	15,275.00	18,625.00	3,350.00	21.93%	18,625.00	0.00	0.00%
Budget Detail										
Budget Code		Units	Price	Amount						
Draft 2		Mobile Device Replacements/Upgrades	3.00	500.00	1,500.00					

Budget Comparison Report

Account Number	2016-2017 Total Activity	2017-2018 Total Activity	2018-2019 YTD Activity Through Adj	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2018-2019 2018-2019	2019-2020 Draft 1	Increase / (Decrease)		2019-2020 Draft 2	Increase / (Decrease)	
Draft 2				1,000.00						
Draft 2				14,625.00						
Draft 2				150.00						
Draft 2				350.00						
Draft 2				1,000.00						
Total Category: 560 - Fixed Charges and Other Services:	696,884.16	793,168.07	670,963.29	975,275.00	1,102,125.00	126,850.00	13.01%	1,102,125.00	0.00	0.00%
Category: 570 - Capital Outlay										
<u>100-2000-57103</u>	62,141.40	887.50	164,479.03	184,000.00	150,000.00	-34,000.00	-18.48%	150,000.00	0.00	0.00%
Budget Detail										
Budget Code		Units	Price	Amount						
Draft 2		1.00	50,000.00	50,000.00						
Draft 2		1.00	50,000.00	50,000.00						
Draft 2		1.00	50,000.00	50,000.00						
Total Category: 570 - Capital Outlay:	62,141.40	887.50	164,479.03	184,000.00	150,000.00	-34,000.00	-18.48%	150,000.00	0.00	0.00%
Total Department: 2000 - Deputies:	825,351.52	861,958.23	891,118.94	1,236,535.00	1,337,915.00	101,380.00	8.20%	1,337,915.00	0.00	0.00%
Total Expense:	825,351.52	861,958.23	891,118.94	1,236,535.00	1,337,915.00	101,380.00	8.20%	1,337,915.00	0.00	0.00%
Total Fund: 100 - General Fund:	825,351.52	861,958.23	891,118.94	1,236,535.00	1,337,915.00	101,380.00	8.20%	1,337,915.00	0.00	0.00%
Report Total:	825,351.52	861,958.23	891,118.94	1,236,535.00	1,337,915.00	101,380.00	8.20%	1,337,915.00	0.00	0.00%

Budget Comparison Report

Fund Summary

Fund	2016-2017 Total Activity	2017-2018 Total Activity	2018-2019 YTD Activity Through Adj	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2018-2019 2018-2019	2019-2020 Draft 1	Increase / (Decrease)		2019-2020 Draft 2	Increase / (Decrease)	
100 - General Fund	825,351.52	861,958.23	891,118.94	1,236,535.00	1,337,915.00	101,380.00	8.20%	1,337,915.00	0.00	0.00%
Report Total:	825,351.52	861,958.23	891,118.94	1,236,535.00	1,337,915.00	101,380.00	8.20%	1,337,915.00	0.00	0.00%

Budget Revision/Amendment Request

Date: 9/3/2019

Amount: 160,650.00

Dept. Head: Kristin Jones

Department: Sheriff's Office

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Purpose: In conformity with an existing agreement with the Town of Harrisburg for law enforcement coverage, the Town of Harrisburg has approved funding for two (2) additional officers in conjunction with the 11 that they currently provide funding. This request is for Cabarrus County to approve the two (2) additional positions and that the direct costs of these positions be billed to the Town of Harrisburg. During the FY 20 budget process, the additional revenue that would be billed to the Town of Harrisburg was budgeted in the Sheriff's department deputy reimbursement account although the (2) additional positions weren't requested or budgeted for. in order to fund these positions, a budget amendment is needed to decrease the salary adjustments account in order to fund the 2 additional deputy positions requested by the Town of Harrisburg.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	1910/9109	Salary Adjustments	1,218,213.00		160,650.00	1,057,563.00
001	9	2110/9101	Salaries and Wages	10,183,917.00	113,458.00		10,297,375.00
001	9	2110/9201	Social Security	651,842.00	7,034.00		658,876.00
001	9	2110/9202	Medicare	152,513.00	1,644.00		154,157.00
001	9	2110/9205	Group Health Insurance	1,563,866.00	15,960.00		1,579,826.00
001	9	2110/9206	Vision Insurance	4,115.00	42.00		4,157.00
001	9	2110/9207	Life Insurance	6,445.00	66.00		6,511.00
001	9	2110/9210	Retirement	1,033,706.00	11,004.00		1,044,710.00
001	9	2110/9230	Workers Compensation	215,673.00	2,274.00		217,947.00
001	9	2110/9235	Deferred Compensation 401k	542,312.00	5,672.00		547,984.00
001	9	2110/9640	Insurance and Bonds	231,903.00	2,496.00		234,399.00
001	9	2110/9340	Uniforms	175,000.00	1,000.00		176,000.00

Budget Officer

County Manager

Board of Commissioners

Budget Revision/Amendment Request

Approved
 Denied

Approved
 Denied

Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Motorola Contract

BRIEF SUMMARY:

This is a contract with Motorola for the third and final phase of Ethernet Backhaul project; it includes hardware and software for the radio system that keeps the communications centers connected to the master site when backhaul connectivity is lost. Historically, when there is a connection issue the radios in the field still operate but the communication centers have to use back up radios. This software and hardware is to keep the communications centers/911 centers fully connected until the main connection is restored. This is phase III of the Ethernet Backhaul project.

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Sheriff Van W. Shaw

Travis McGhee, Sheriff's Office, Network and Radio Engineer

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Motorola - CPA Contract
- ▣ emails from legal counsel

Communications Products Agreement

Motorola Solutions, Inc. (“Motorola”) and Cabarrus County, North Carolina (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.” For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A Motorola “Software License Agreement”
Exhibit B Motorola Proposal/Quote dated November 28, 2018

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1. “Confidential Information” means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

2.2. “Contract Price” means the price for the Products, excluding applicable sales or similar taxes and freight charges.

2.3. “Effective Date” means that date upon which the last Party executes this Agreement.

2.4. “Equipment” means the equipment listed in the List of Products that Customer purchases from Motorola under this Agreement.

2.5. “Force Majeure” means an event, circumstance, or act of a third party that is beyond a Party’s reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.6. “Infringement Claim” means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.7. “Motorola Software” means Software that Motorola or its affiliated company owns.

2.8. “Non-Motorola Software” means Software that another party owns.

2.9. “Open Source Software” (also called “freeware” or “shareware”) software with either freely obtainable source code, license for modification, or permission for free distribution.

2.10. “Products” mean the Equipment and Software provided by Motorola under this Agreement.

2.11. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.12. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.

2.13. "Warranty Period" means one (1) year from the date of shipment of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** During the Term of this Agreement, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorola.com> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in

accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a “Priced Options” exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Motorola which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the Statement of Work will describe the performance schedule.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$222,217.00. Motorola will submit invoices to Customer for Products when they are shipped and for services when they are performed. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier’s check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer’s reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known): _____

The address for the final destination where the Equipment will be delivered to Customer is: _____

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or

vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. **SITE CONDITIONS.** If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

8.2. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. **TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.**

8.3. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.4. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

8.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

10.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in Cabarrus County Superior Court in the State of North Carolina. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. CONFIDENTIALITY. All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

Section 12 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

12.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. Motorola will not be responsible for royalties based upon any County revenue generated from user fees.

12.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim.

Section 13 LIMITATION OF LIABILITY

Except for personal injury, death, damage to tangible property or an Infringement Claim subject to Section 12 above, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law,

but not to exceed the Contract Price. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

14.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. Subject to the State of North Carolina's Open Records law and during the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this agreement; and (vi) only use the Confidential Information as needed to fulfill this agreement.

14.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this agreement.

14.1.3. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the

Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 15 GENERAL

15.1. **TAXES.** The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3. **WAIVER.** Failure or delay by either Party to exercise any right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. **HEADINGS AND SECTION REFERENCES; CONSTRUCTION.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties

had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

15.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Customer	Motorola Solutions, Inc.
Attn: _____	Attn: Judy Jean-Pierre
_____	Legal, Government Affairs & Corporate Communications
_____	500 West Monroe Street, 43 rd Floor
	Chicago, IL 60661

15.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 12 Patent and Copyright Infringement Indemnification Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights); and all of the General terms in this Section 15.

The Parties hereby enter into this Agreement as of the Effective Date. This Agreement may be executed by each of the Parties hereto in separate counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Motorola Solutions, Inc.

Cabarrus County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and Cabarrus County, North Carolina ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open

Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the

Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

8.5.2019



Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of North Carolina. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

Motorola's Proposal/Quote dated November 28, 2018

System Overview

As requested by Cabarrus County, Motorola is providing a quote for the Edge Availability option in the P25 network. This will be Phase 3 of the upgrade and assumes Phase 1 and 2 are already complete for the refresh of the backhaul. This will enable the ability to have the simulcast cell and dispatch sites all connected together during a site trunking event. The details and the design assumptions are listed below.

Pricing

Phase 3: Edge Availability:

Equipment/Services/Installation/Programming Total: **\$222,217.00**

Design Assumptions

- 7.17 System Release
- Includes one Edge Controller Server for Cabarrus County to be located at Fire Station 3 (Prime Site)
- Edge availability requires Ethernet site links and costs for conversions are not included in this design
- Assumes the Phase 1 and 2 backhaul refresh are complete and the system is utilizing MPLS on Ethernet backhaul
- Assumes all Dispatch sites can connect to the Prime site
- This design does not allow for conventional Site Controllers (CSCs) which would remove them from any Dispatch sites along with the wireless back up capability
- Includes GGM8000 Router and an HP-2930F Switch for smooth cutover
- Assumes adequate physical space and power to be provided including UPS and generators
- Includes a spare recovery equipment

Equipment List

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0299	EDGE CONTROLLER SERVER
1	CA03120AA	ADD: EDGE CONTROLLER BASE SOFTWARE
1	CA03121AA	ADD: EDGE CONTROLLER MULTI-SITE SW
1	CA03082AA	ADD: LXN 6000 OPEN RACK INSTALL KIT
1	DSQNAP4BAYW4HDDS	QNAP TS-453A 4-BAY WITH 4 SEAGATE 2TB NAS HDD
1	DLN6971	FRU: DL380 G9 DVD DRIVE
1	DLN6972	FRU: DL380 G9 POWER SUPPLY
1	DLN6973	FRU: DL380 G9 FAN
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA02108AA	ADD: DIRECT SHIP (NO STAGING)
1	CA01616AA	ADD: AC POWER
1	CA02087AA	ADD: ENCRYPTION (7.12 OR LATER)
1	CLN1868	2930F 24-PORT SWITCH

Benita Conrad

From: Travis McGhee
Sent: Monday, August 5, 2019 1:53 PM
To: Benita Conrad; David Taylor
Subject: Commissioner Agenda Item
Attachments: CPA Cabarrus County NC v.8-5-2019 wQuote added.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Need to get this added to the Commissioner meeting for 9/3 please. I included my emails to Rich below showing his review, the corrections he mentioned have been corrected in this document.

Need approval for the county manager to sign this contract: This contract is for hardware and software for the radio system that keeps the communications centers connected to the master site when backhaul connectivity is lost. Historically, when there is a connection issue the radios in the field still operate but the communication centers have to use back up radios. This software and hardware is to keep the communications centers/911 centers fully connected until the main connection is restored. This is phase III of the Ethernet Backhaul project.

Cost Breakdown:
Cabarrus : \$88,886.80
Concord: \$88,886.80
Kannapolis: \$44,443.40

Thanks,

Travis McGhee
Cabarrus County SO
704-920-3103

From: Richard Koch <kochlaw@ctc.net>
Sent: Wednesday, July 31, 2019 11:58 AM
To: Travis McGhee <TPMcGhee@cabarruscounty.us>; Richard Koch <RMKoch@cabarruscounty.us>
Cc: Kyle Bilafer <KDBilafer@cabarruscounty.us>; Jonathan Marshall <JBMarshall@cabarruscounty.us>; Thomas Nunn <tcnunn@cabarruscounty.us>
Subject: RE: Edge Contract From Motorola

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Travis,

I have reviewed these documents. I do not have any major issues with the language in the communications products agreement or the software license agreement, except the County's name is misspelled at the signature line on the communications products agreement and in the beginning of the software license agreement. Also, exhibit B to the agreement, which was the quote, was not attached.

Rich

Richard M. Koch

Cabarrus County Attorney
3220-201 Prosperity Church Road
Charlotte, North Carolina 28269
Tel: 704.503.5700
Fax: 704.503.5707
Email: Kochlaw@ctc.net

From: Travis McGhee <TPMcGhee@cabarruscounty.us>

Sent: Monday, July 29, 2019 11:08 AM

To: Richard Koch <RMKoch@cabarruscounty.us>

Cc: Kyle Bilafer <KDBilafer@cabarruscounty.us>; Jonathan Marshall <JBMarshall@cabarruscounty.us>; Thomas Nunn <tcnunn@cabarruscounty.us>

Subject: Edge Contract From Motorola

Good Morning,

Attached are the Edge design assumptions and proposed contract from Motorola for review. I have sent this to Concord and Kannapolis for review prior to this and they appear to be ok with it. This is Phase III of the Radio Backhaul Ethernet / Backhaul project.

This equipment will keep the communications centers connected to the master site in Matthews during outages when connectivity would normally be lost.

Thank You,

Travis McGhee
Cabarrus County SO
704-920-3103

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Solid Waste / Landfill - Revised Saturday Operating Hours

BRIEF SUMMARY:

The Cabarrus County Construction and Demolition Landfill is currently open on Saturdays from 8 a.m. until 2 p.m. The majority of customers who visit the landfill on Saturdays are residents who utilize the residential trash convenience center. In order to better serve these customers and improve the efficiency of closing the landfill on Saturdays, landfill staff has recommended that the hours for the construction and demolition landfill area be changed to 8 a.m. until 12 p.m. The Saturday operating hours for the residential trash convenience center and recycling convenience center will remain 8 a.m. until 2 p.m.

REQUESTED ACTION:

Motion to approve the modification to Saturday hours at the Cabarrus County Construction and Demolition Landfill.

EXPECTED LENGTH OF PRESENTATION:

3 Minutes

SUBMITTED BY:

Kevin Grant, Sustainability Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Approval of Regular Meeting Agenda

SUBJECT:

BOC - Approval of Regular Meeting Agenda

BRIEF SUMMARY:

The proposed agenda for the September 16, 2019 regular Board of Commissioners' meeting is attached.

REQUESTED ACTION:

Motion to approve the agenda for the September 16, 2019 regular meeting, including the public hearings.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Proposed September 16, 2019 Agenda

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**September 16, 2019
6:30 PM**

MISSION STATEMENT

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

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

INVOCATION

Reverend Carol Carkin, Central United Methodist Church

A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Boards and Committees - Recognition of Member Services
2. BOC - Recognition of the Ashley O. Thrift Award
3. BOC - Recognition of William Pilkington on His Retirement from the Cabarrus Health Alliance

D. INFORMAL PUBLIC COMMENTS

E. OLD BUSINESS

F. CONSENT AGENDA

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

1. Appointments and Removals - Juvenile Crime Prevention Council

2. Appointments and Removals - Mental Health Advisory Board
3. Appointments and Removals - Region F Aging Advisory Committee
4. Appointments and Removals - Watershed Improvement Commission
5. County Manager - Contribution to North Carolina National Guard Museum
6. County Manager - Dominion Energy Easement on East First Street
7. County Manager - Reappropriation of Funds for Ongoing Projects, Grants and Commitments
8. County Manager - Resolution of Support for a New Roundabout at Gold Hill and Irish Potato Roads
9. DHS - Transportation Title VI Policy
10. Finance - Adjust Soil and Water Prime Farmland Funding to Capital Improvement Plan Level
11. Human Resources - Personnel Ordinance Updates
12. Kannapolis City Schools - Request for Landlord Waiver (Guaranteed Energy Savings)
13. Sheriff's Office - Additional Position Allocation
14. Sheriff's Office - Motorola Contract
15. Solid Waste / Landfill - Revised Saturday Operating Hours
16. Tax Administration - Refund and Release Reports - August 2019

G. NEW BUSINESS

1. DHS - FY20 5311 Community Transportation Grant - Public Hearing 6:30 p.m.
2. Planning and Development - 2018-2019 HOME Program Consolidated Annual Performance and Evaluation Report (CAPER) - Public Hearing 6:30 p.m.
3. Tax Administration - Presentation of Schedule of Values, Standards and Rules - Public Hearing 6:30 p.m.
4. County Manager - Request to Purchase County Property on Rankin Road

H. REPORTS

1. BOC - Receive Updates From Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
2. BOC - Request for Applications for County Boards/Committees
3. County Manager - Monthly Building Activity Reports
4. County Manager - Monthly New Development Report
5. EDC - August 2019 Monthly Summary Report
6. Finance - Monthly Financial Update

I. GENERAL COMMENTS BY BOARD MEMBERS

J. WATER AND SEWER DISTRICT OF CABARRUS COUNTY

K. CLOSED SESSION

L. ADJOURN

Scheduled Meetings

October 7	Work Session	4:00 p.m.	Multipurpose Room
October 21	Regular Meeting	6:30 p.m.	BOC Meeting Room
November 4	Work Session	4:00 p.m.	Multipurpose Room
November 18	Regular Meeting	6:30 p.m.	BOC Meeting Room
November 20	Cabarrus Summit	6:00 p.m.	Cabarrus Arena

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

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

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

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

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

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**September 4, 2019
4:00 PM**

AGENDA CATEGORY:

Closed Session

SUBJECT:

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

BRIEF SUMMARY:

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

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

1 Hour or More

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
