

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 6, 2020  
4:00 PM**

---

**1. CALL TO ORDER - CHAIRMAN**

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

**3. DISCUSSION ITEMS - NO ACTION**

- 3.1. Innovation and Technology - Innovation Report Pg. 3
- 3.2. Cabarrus Health Alliance - 2019 State of the County Health Report Pg. 5

**4. DISCUSSION ITEMS FOR ACTION**

- 4.1. Active Living and Parks - FY21 Matching Incentive Grant Requests Pg. 17
- 4.2. BOC - Appointments to Boards and Committees Pg. 21
- 4.3. BOC - NACo Voting Credentials - 2020 Virtual Annual Business Meeting Pg. 24
- 4.4. BOC - Designation of Voting Delegate for NCACC 113th Annual Conference Pg. 28
- 4.5. County Manager - Central Area Plan Inter-local Agreement Modifications Pg. 31
- 4.6. County Manager - Coronavirus Relief Fund (CRF) Accounting Changes Pg. 39
- 4.7. County Manager - Request for Budget Adjustment for the New Middle School Pg. 41
- 4.8. DHS - Cabarrus County Long Range Transportation Plan Pg. 45
- 4.9. DHS - FY21 Urbanized Area Funding - Public Hearing 6:30 p.m. Pg. 166
- 4.10. EMS - Purchase Order Request Pg. 198
- 4.11. Finance - Implementation of the FY21 Capital Improvement Plan Accounting Pg. 203
- 4.12. Finance - Update of County Capital Projects Fund for Frank Liske Park Barn Insurance Proceeds Pg. 206
- 4.13. Human Resources - Personnel Ordinance and Benefits Guide Updates Pg. 212
- 4.14. Infrastructure and Asset Management - Emergency Medical Services (EMS) Headquarters Design Contract Pg. 216
- 4.15. Infrastructure and Asset Management - Infrastructure and Asset Management Operations Center Renovations Bid Award Pg. 262
- 4.16. Infrastructure and Asset Management - Recommended Approval of Preferred Alternates for Courthouse Expansion Project Pg. 273
- 4.17. Tax Administration - Tax Collector's Annual Settlement and Order Authorizing Collection of FY 2020-2021 Taxes Pg. 278

**5. APPROVAL OF REGULAR MEETING AGENDA**

5.1. BOC - Approval of Regular Meeting Agenda Pg. 281

**6. CLOSED SESSION**

6.1. Closed Session - Pending Litigation, Economic Development and Acquisition of Real Property Pg. 285

**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

**July 6, 2020  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items - No Action

### **SUBJECT:**

Innovation and Technology - Innovation Report

### **BRIEF SUMMARY:**

Presentation of innovation and technology services put into place by IT in collaboration with other departments and community stakeholders in alignment with the County's five strategic priorities.

1. Transparent and Accountable Government
2. Healthy and safe Community
3. A Thriving Economy
4. Culture and Recreation
5. Sustainable Growth and Development

### **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:**

---

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**July 6, 2020  
4:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Cabarrus Health Alliance - 2019 State of the County Health Report

**BRIEF SUMMARY:**

Cabarrus Health Alliance recently completed the State of the County Health Report. The report highlights progress made over the last year to improve the health of Cabarrus County residents, specifically around the identified priority needs.

**REQUESTED ACTION:**

Receive report and input.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Marcella Beam, Executive Director, Healthy Cabarrus  
Cabarrus Health Alliance

**BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**





# Cabarrus County

## 2019 State of the County Health Report

### IN THIS ISSUE

- Cabarrus County Profile
- Priority Health Issue Updates
- Mortality and Morbidity Data
- Emerging Issues
- New Initiatives
- Community Awareness

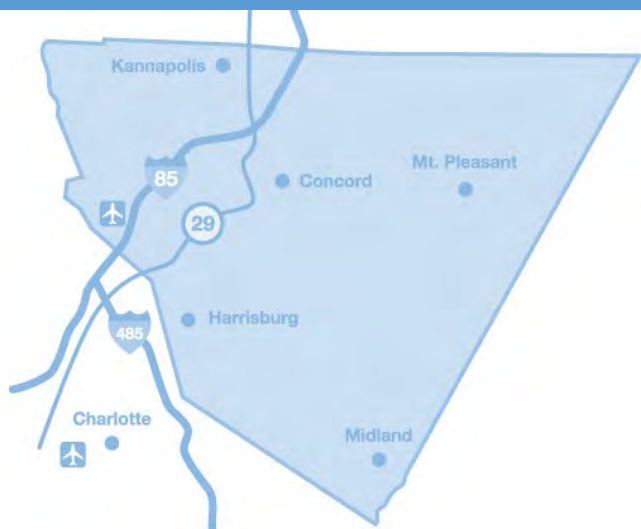
Conducting a community assessment of health and human services is an ongoing process that engages diverse agencies, providers, and individuals in identifying community assets and strengths, as well as unmet needs. Leadership for this collaborative process is provided by the Cabarrus Health Alliance through Healthy Cabarrus. This report, the 2019 State of the County Health (SOTCH), serves as an update to the 2018 SOTCH and 2016 Community Needs Assessment. Information provided within this report is specific to the identified priority health issues: substance use, mental health, and childhood obesity. This report also highlights mortality and morbidity data, as well as emerging issues and new initiatives.

### Cabarrus County

Located in south central North Carolina, Cabarrus County spans an area of 364.39 square miles and is bordered by Stanly, Union, Mecklenburg, Iredell, and Rowan counties. Cabarrus is largely urban, but includes a significant number of rural pockets across the county. Municipalities in Cabarrus include Concord, Harrisburg, Kannapolis, Mount Pleasant, and Midland.

*To view previous State of the County Health reports or Community Needs Assessments, visit [www.healthycabarrus.org/data](http://www.healthycabarrus.org/data). If you would like additional information regarding materials or data referenced in this report, or to request a presentation contact Marcella Beam at 704-920-1282.*

# Cabarrus County Profile



Cabarrus County's population has seen consistent growth since 2000. Between 2010 and 2018, Cabarrus County's population increased by 18.7% percent. In comparison, North Carolina's population increased by only 10%. While the entire region has experienced growth, Cabarrus has experienced nine times the rate of growth compared to Rowan and Stanly. Extreme, rapid growth impacts how agencies and organizations provide services to residents, and often times vulnerable populations such as persons with disabilities, limited English proficiency, children under 5 and persons over 65 are disproportionately affected.

## Total Cabarrus County Population:

**211,342**

### 2018 POPULATION BY AGE

0—14 years old	44,482 (21%)
15—24 years old	26,604 (12.6%)
25—39 years old	41,682 (19.7%)
40—59 years old	59,374 (28.1%)
60—79 years old	33,081 (15.7%)
80+ years old	6,119 (2.9%)

### 2018 POPULATION BY RACE & ETHNICITY

White	136,527 (64.6%)
African American	40,155 (19%)
Hispanic	22,825 (10.8%)
Asian	9,299 (4.4%)
Two or More Races	5,072 (2.4%)

### 2018 POPULATION BY SEX

Male	102,992 (48.7%)
Female	108,350 (51.3%)



#### Persons in Poverty

<b>Cabarrus</b>	9%
<b>North Carolina</b>	14%

#### Educational Attainment

*Persons 25 and older*

<b>No High School Diploma</b>	10.9%
<b>High School Graduate or Equivalent</b>	25.3%
<b>Some College, No Degree</b>	24.5%
<b>Associate's Degree</b>	9.4%
<b>Bachelor's Degree or Higher</b>	30%



#### Unemployment Rate July 2019

<b>Cabarrus</b>	4.0%
<b>North Carolina</b>	4.4%



#### Median Household Income

<b>Cabarrus</b>	\$64,174
<b>North Carolina</b>	\$52,413

# Priority Health Issue Updates and Data



## Substance Use and Misuse

Adolescence is a critical time for the prevention of substance misuse. Evidence shows that early misuse of substances changes the way the brain functions, which can lead to addiction and other serious problems. The Healthy Cabarrus Substance Use Coalition has prioritized prevention of substance misuse among adolescents, as well as harm reduction and linkages to care for people who inject drugs or are in active substance use.

**Healthy North Carolina 2020 Objective:** Reduce the percentage of individuals aged 12 years and older reporting any illicit drug use in the past 30 days to 6.64% by 2020.

**Baseline:** 7.64%



**Current:** Illicit drug use is *no longer captured* in the same manner within the National Survey on Drug Use and Health (NCDUH). Due to this change, additional health indicators were identified to track progress related to the Substance Use Community Health Improvement Plan.

**New Indicators:** Percent of high school students who report substance use (alcohol, marijuana, tobacco and prescription medication) within past the 30 days. *See table below.*

### Cabarrus Youth Substance Use Survey—High School students who reported substance use within past 30-days

	2015	2016	2017	2019
Alcohol	22.5%	24.2%	18.4%	13.7%
Marijuana	20.4%	19.2%	17.0%	12.2%
Tobacco (Cigarette)	9.2%	7.6%	4.8%	1.6%
Prescription Medication	*	*	*	1.2%

Data Source: Cabarrus Youth Substance Use Survey

\*Prescription Medication 30-day use was not asked until 2019.

### Cabarrus County EMS – Number of Patients Administered Narcan

	2016	2017	2018	2019
Opioid Specific Calls	163	418	236	229

Data Source: Cabarrus Youth Substance Use Survey

According to Cabarrus County EMS, there were 10 opioid related deaths in 2018 and 13 deaths in 2019. On average, 34% of the opioid overdose patients refused transport by EMS to the Emergency Department each month. Since June of 2017, more than 4,000 naloxone kits have been distributed through the Cabarrus Health Alliance Syringe Exchange Program (SEP) resulting in almost 750 reported overdose reversals.

## Substance Use New Strategies and Interventions

Cabarrus Health Alliance (CHA) received the NC Department of Health and Human Services (NC DHHS) **Community Linkages to Care for Overdose Prevention and Response** grant. Through this funding CHA continues to:

- Help prevent fatal and non-fatal overdoses through naloxone distribution
- Improve linkages to clinical care and treatment

- Hire a full-time Peer Support Specialist
- Identify gaps in accessing services for individuals who use substances
- Expand syringe exchange hours of operation

**UNC School of Government—Opioid Response Project**  
Cabarrus County was selected to participate in a two-year collaborative learning model through UNC's



ncIMPACT initiative. The project provides direct support to communities working to enact an integrated and innovative policy and practice response to their local opioid crisis. Through the project, the Cabarrus County Mental Health Advisory Board (MHAB) expanded to include an Opioid Response Core Team. The team along with members of the MHAB and Healthy Cabarrus Substance Use Coalition will focus on five goals:

- Accessible treatment for all.**
- Prevention of prescription medication misuse.**
- Assess knowledge, attitudes and beliefs about addiction.**
- Develop a supportive recovery community.**
- Address harm and risk associated with substance use.**



## Drug-Free Communities

*Local Problems Require Local Solutions*

### Drug Free Communities (DFC) Grant

In the DFC program's third year, Cabarrus County Schools and Cabarrus Health Alliance partnered to distribute hundreds of alcohol locks and medication lock boxes to families who were required to participate in the district's *Positive Alternative to Student Suspension (PASS)* program. PASS is offered to students who are caught with drugs or alcohol on school property.

Substance Use Action Plan Progress	Status	Output—Outcome
<p>Train one representative from each Cabarrus County Schools elementary school in Life Skills Training (LST) by June 2018.</p> <p>Train Cabarrus County Schools secondary (Middle/High) school support staff in Seeking Safety by June 2018. (<i>Reconnect for Resilience</i>)</p>	Complete	<p>Identified training within Community Health Improvement Plan adjusted to <i>Reconnect for Resilience</i>.</p> <p><b>Output:</b> 231 teachers/school support staff trained</p> <p><b>Outcome:</b> Participants reported they were 'Very Likely' to use the skills learned in training in their work.</p>
Implementation and adherences of all STOP Act provisions by January 1, 2020.	In-Progress	<p><b>Outcome:</b> Limits on prescriptions effective January 1, 2018</p> <p>Mandatory use NC Controlled Substance Reporting System (NC CSRS) - tiered implementation deadlines</p> <p><b>In-Progress:</b> E-Prescribing of all Targeted Controlled Substances effective Jan 1, 2020</p>
Conduct at least two community-wide medication take-back events annually through December 2019.	Complete	<b>Outcome:</b> System Change— Healthy Cabarrus Substance Use Coalition assists with hosting bi-annual Medication Take-Back Days.
Identify at least two additional materials and resources to enhance the PASS Program and implement by June 2018.	Complete	<b>Outcome:</b> 100% of families in PASS program received alcohol locks and/or medication lock-boxes for home use.
Develop and implement substance use disorder screening tool to be administered to individuals incarcerated in Cabarrus County by September 2018.	Complete	<p><b>Output:</b> Tool developed by Daymark Recovery Services, Cabarrus County Sherriff's Deputies trained to screen.</p> <p><b>Outcome (Jan-August 2019):</b> 1,532 Screened— 650 with positive MH/SU screens 124 refused services, 81 released with transition plan and 25 are currently in treatment</p>





## Mental Health

Mental health plays a major role in people’s ability to maintain good physical health. Mental illnesses, such as depression and anxiety, affect people’s ability to participate in health-promoting behaviors. In turn, problems with physical health, such as chronic diseases, can have a serious impact on mental health and decrease a person’s ability to participate in treatment and recovery. According to the National Survey on Drug Use and Health, in 2018, an estimated 47.6 million adults aged 18 or older (19.1 percent) had some type of mental illness in the past year.



**Healthy North Carolina 2020 Objective:** Reduce the rate of mental health-related visits to emergency departments to 95.55 (per 10,000) by June 2020.

**Baseline:** 100.55 ED admissions per 10,000 population

**Current Rate:** 101.39 ED admissions per 10,000 population—**Increasing Trend**

From 2018 to 2019 Carolinas HealthCare System (CHS) – NorthEast, now Atrium Health—Cabarrus, saw a **20% increase** in overall psychiatric admissions to the emergency department.

### Total Number of Psychiatric ED Admissions at Atrium Health—Cabarrus

	2015	2016	2017	2018	2019*
Total Psychiatric Patients	1,576	1,824	1,922	1,781	2,143
Total Pediatric Psych (0-17 )	275	306	333	321	416
Total Adult Psych (18-65)	1,162	1,378	1,448	1,287	1,464
Total Geriatric Psych (66+)	139	140	143	163	263

*Atrium Health—Cabarrus Emergency Department Electronic Medical Record \*2019 Data is projected estimates, not finalized*

## Mental Health New Strategies and Interventions

### Department of Public Instruction—School Safety Grant

Cabarrus Health Alliance was awarded funds through the NC DPI to pay for mental health services for school aged children within Cabarrus County. The grant was developed to address students need for enhanced access to mental health services: outpatient, Intensive In-Home, school-based, Psychiatric Residential Treatment Facility (PRTF), and other evidence-based therapies. Through *Reconnect for Resilience* trainings, the grant also worked to decrease conflict in the classroom by improving teacher’s ability to understand their own and their student’s physical and emotional responses to stress.

### Trauma-Informed Communities Project

Cabarrus County was selected as a site for the North Carolina Trauma-Informed Communities (TIC) Project. The opportunity gave providers, organizations, and service systems an opportunity to critically examine their practices when interacting with children with serious emotional disturbance (SED), identify the need for additional trauma-

informed services in the broader community, and plan for enhanced collaboration across systems of care.

### Sequential Intercept Mapping (SIM) Exercise

In November 2019, the Mental Health Advisory Board hosted a SIMs Exercise. The strategic planning workshop provided an opportunity for participants to visualize how mental health, substance abuse, and criminal justice systems intersect. The SIMs workshop concluded with the development of a revised action plan with four priorities.

### Wake Up For Wellness

Mental Health America of Central Carolinas (MHA) and the Mental Health Advisory Board hosted Cabarrus Counties first ever *Wake Up for Wellness* breakfast. Nearly 100 individuals representing community agencies, law enforcement, clinicians and elected officials attended to learn more about MHA’s programs and services in Cabarrus and Mecklenburg Counties, and how MHA hopes to grow its presence in Cabarrus County.

Mental Health Action Plan Progress	Status	Output—Outcome
Develop and implement a case management program for incarcerated individuals who screen for a mental health diagnosis at 'book in' by September 2018.	Complete	<b>Output:</b> Hired SteppingUP Coordinator and Reentry Case Manager <b>Outcome:</b> 162 individuals served by Reentry Case Manager, 480 total interactions
Develop and implement a mental health screening tool to be administered to individuals incarcerated in Cabarrus County by September 2018.	Complete	<i>See Substance Use Action Plan progress.</i>
Identify or develop an online platform, accessible by the public, which includes all mental health services and resources by June 2020.	Complete	<b>Output:</b> Atrium Health Community Resource Hub (Aunt Bertha) and the Cabarrus County Crisis Response Booklet (print document)
Train Cabarrus County Schools secondary (Middle/High) school support staff in Seeking Safety by June 2018. ( <i>Reconnect for Resilience</i> )	Complete	<i>See Substance Use Action Plan progress.</i>



## Childhood Overweight and Obesity

Childhood obesity is a serious problem in the United States and in Cabarrus County, with nearly one in three children in the community classified as overweight or obese. Local overweight and obesity rates among children and adolescents have increased slightly over the last year, while still remaining below the 2013 baseline. The long-term effects of obesity can play on a child's physical, social, and emotional health are a major concern. A child with obesity is more likely to have obesity as an adult, and an adult with obesity has a higher risk of developing heart disease, type 2 diabetes, metabolic syndrome, and many types of cancer. Through efforts of Children WIN and Cabarrus Wellness Coalition, communities can support families by making the healthy choice the easy choice.

**Healthy North Carolina 2020 Objective:** Increase the percentage of high school students (14-18) who are neither overweight nor obese to 65% by 2020.



**Baseline:** 62%

**Current Rate:** 61% — *Decreasing Trend*

### Percent of Children Identified as Neither Overweight or Obese in Cabarrus County

	2013	2014	2015	2016	2017	2018
2-4	73%	74%	72%	81%	80%	80%
5-8	70%	71%	70%	74%	74%	71%
9-13	63%	63%	62%	64%	64%	62%
14-18	62%	63%	62%	62%	62%	61%
Total	66%	67%	66%	69%	69%	67%

\*Overweight or Obese are classified by having a BMI in the 85 percentile and higher. Data Source: Atrium Health— Cabarrus Electronic Medical Record



## Childhood Overweight New and Obesity Action Plan Progress

**Atrium Health opened The Levine Children's Healthy Futures Clinic**, the systems first full-service weight management clinic for children 2 to 17 with a BMI greater than the 95th percentile. The clinic motivates patients and their families to make healthy lifestyle changes to things like diet and physical activity, in turn helping lower their risk of chronic diseases.



**Atrium Health  
Levine Children's**

### 5210 Day of Play

The Cabarrus Wellness Coalition—Community Programming work group, organized the county's first **5210 Day of Play**. The event kicked off with the "5210 5K and Fun Run" followed by activities like archery, fishing, Zumba, and more, all free of charge. The event also included educational activities about the 5210 healthy principles.



5—Eat at least 5 servings of fruits and veggies daily  
2—Limit screen time to less than 2 hours a day  
1—Be active at least 1 hour a day  
0—Stay away from sugary drinks  
More than 300 adults and children attended the event, many of whom had not visited Frank Liske Park before.

### "Farm—Fork—Future (F<sup>3</sup>)"

Cabarrus County Schools received a **Farm to School grant** from the U.S. Department of Agriculture Food and Nutrition Service. The grant will be used to create a K-12 gardening curriculum for the district's 10 STEM schools. The curriculum will cover the gardening process from planting to production, including the technology used in the process. The school district plans to work with Cabarrus Health Alliance, Dole Foods and N.C. State University's Plants for Human Health Institute.



Childhood Obesity Action Plan Progress	Status	Output—Outcome
Train at least one cafeteria staff representative from 50% of Cabarrus County Schools and Kannapolis City Schools, including both Nutrition Director, in the Smarter Lunchroom Movement strategies by August 2017.	Complete	<b>Output:</b> 100% of cafeteria managers (or designee) participated in Smarter Lunchroom Movement training and some of the behavioral economics strategies <b>Outcome:</b> System Level Change—Cafeteria managers participate in an annual refresh training
Increase the number of school gardens by 4 in Cabarrus County Schools and Kannapolis City Schools by September 2018.	Complete	<i>Documented in the 2018 State of the County Health Report (SOTCH).</i>
Implement two group Lifestyle Triple P cohorts by September 2020.	Not-Complete	<b>Output:</b> Only one group Lifestyle Triple P cohort hosted.
Increase the number of organizations promoting increased water consumption through "Re-Think Your Drink" marketing materials from 1 to 5 by June 2020.	Complete	<b>Output:</b> 8 organizations promoted water messaging—CHA, Cabarrus County Government, Cabarrus Active Living and Parks, Atrium Health Cabarrus, YMCA, City of Concord, Concord Parks & Recreation, Kannapolis Parks &

# Mortality and Morbidity Data

Rates of morbidity, mortality, and emergency hospitalizations can be reduced if community residents access services such as health screenings, routine tests, and vaccinations. Prevention indicators can call attention to a lack of access or knowledge regarding one or more health issues and can inform program interventions.

	Cabarrus	North Carolina
Fetal Death Rate per 1,000 Deliveries	7.5	6.9
Neonatal (<28 days) Death Rate per 1,00 Live Births	3.7	4.8
Post-neonatal (28 days – 1 year) Death Rate per 1,000 Live Births	2.2	2.4
Infant Death Rate per 1,000 Live Births	5.9	7.1
Unadjusted Child (0-17) Death Rate per 100,000 population	44.3	54.5

Data Source: State Center for Health Statistics - 2020 County Health Data Book

<b>Leading Causes of Death</b> <i>*Unadjusted Death Rates per 100,000 Population, Ranking by Geographic Area</i>	Cabarrus		North Carolina	
Total Deaths – All Causes	772.1		890.2	
Cancer—All Sites	159.3	1	191.6	1
Diseases of the heart	153.1	2	181.9	2
Alzheimer's disease	49.8	3	39.4	5
Chronic lower respiratory diseases	47.0	4	52.1	3
Other Unintentional Injuries	45.0	5	38.6	6
Cerebrovascular Disease (Stroke)	40.3	6	48.9	4
Pneumonia & Influenza	20.4	7	19.7	8
Diabetes mellitus	19.7	8	27.9	7
Nephritis, nephrotic syndrome & nephrosis (kidney disorder)	17.8	9	18.9	9
Suicide	12.3	10	-	-

Data Source: State Center for Health Statistics - 2020 County Health Data Book

Leading Causes of Death by Age	
<b>Ages 0—19</b>	
1	Conditions Originating in Prenatal Period
2	Birth Defects
3	Motor Vehicle injuries
<b>Ages 20—39</b>	
1	Other Unintentional Injuries
2	Motor Vehicle Injuries
	Suicide
<b>Ages 40—64</b>	
1	Cancer—All Forms
2	Diseases of the heart
3	Other Unintentional Injuries
<b>Ages 65—84</b>	
1	Cancer—All Forms
2	Disease of the heart
3	Chronic lower respiratory disease
<b>Ages 85+</b>	
1	Disease of the heart
2	Alzheimer's disease
3	Cancer—All Forms

## 2018 State of North Carolina and 2016-2018 County Life Expectancy at Birth

Life Expectancy	2016	2017	2018
North Carolina	77.4	77	77.6
Cabarrus	78.5	78	78.4
Rowan	75.3	75.1	75.2
Stanly	76.3	75.8	75.9
Union	79.5	79.6	79.7
Iredell	77.6	77.3	77.5
Mecklenburg	80.2	80.3	80.4

Improving life expectancy at birth was selected as a Key Cross-Cutting Performance Indicator for Health North Carolina 2020. Specifically, the goal is to: *Increase North Carolina's Life Expectancy to 79.5 years by 2020.* Life expectancy is often used to gauge the overall health of a community. Shifts in life expectancy are often used to describe trends in mortality.

There is a racial disparity in life expectancy upon birth in Cabarrus County. White or Caucasian babies are expected to live until 78.9 years of age upon birth, while African American babies are estimated to 1.8 years less (77.1).

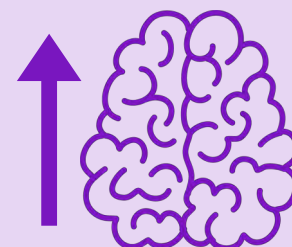


## Emerging Issue



In November of 2019, the North Carolina Department of Health and Human Services announced that NC Medicaid managed care implementation and open enrollment were suspended. The transition in the state from fee-for-service to managed care began in 2015, following legislation by the NC General Assembly. Open enrollment for the new managed care plans began in October in Cabarrus County. Although Medicaid services will and did continue as previously administered, the suspension of transformation caused confusion among recipients.

The rate of increase of death associated with Alzheimer's disease was noted in the 2017 and 2018 State of the County Health Reports, that trend continues. Rate of death per 100,000 population increased from 36.2 in 2016, to 45.6 in 2017 and now 49.8 in 2018. According to the 2020 County Health Data Book, Alzheimer's disease ranks as the third leading cause of death. Besides a rapidly growing aging population, no specific conclusion can be drawn.



**Rate of Alzheimer's Death continues to increase.**

## New Initiatives

### *Results Based Accountability*

Cabarrus Health Alliance adopted Results-Based Accountability™ (also known as RBA) as a new way of taking action to improve the lives of children, youth, families, adults and the community as a whole in Cabarrus County. As CHA and Healthy Cabarrus enter the 2020 Community Needs Assessment process, the associated Community Health Improvement Plans will align with RBA's framework.

### *WIC Online Appointment Scheduling*

In December 2019, Cabarrus Health Alliance launched an innovative online appointment tool for Women, Infant and Children (WIC) participants. The goal of the project is to test the impact of an online appointment scheduling system on improving WIC recertification within fourteen months of children ages one through four. The tool is expected to increase customer satisfaction and retention rates by responding to participant-identified complaints in appointment-making and lobby wait times.



### *Substance Use Network Collaborative and Clinic*

The Substance Use Network (SUN) launched by the CHA Medical Director, Russell Suda, and the Cabarrus Partnership for Children aims to develop a cross-sector collaborative system of care to support the health, safety, well-being and recovery of substance use pregnant patients, their infants, and families. Given the increasing rate of opioid use during pregnancy, as well as the high cost of caring for opioid-exposed pregnant mothers and newborns, the SUN collaborative hopes to increase early detection of substance use in pregnancy, coordination of care for the pregnant patient as well as the infant, and reduce costs associated with time spent in the NICU.

### *Cabarrus County H.U.B.B.*

The Cabarrus County H.U.B.B. (Helping the Underserved Be-Loved and Belong) is a new approach that officially launched in 2019 to transform families from poverty to prosperity. Using a four-part approach, the initiative links a variety of local organizations to address gaps in services and provide wrap-around services for residents.

1. Socio-Economic
2. Behavioral Healthcare
3. Physical Healthcare
4. Faith Community

## Community Awareness

Communication with key stakeholders and community members regarding the identified community health priorities is vital to community health improvement. Following review by the Board of Health and Healthy Cabarrus Executive Committee, copies of the 2019 State of the County Health Report will be disseminated to the Healthy Cabarrus Community Planning Council, as well as target community locations. Targeted locations include local libraries, community centers, park and recreation departments, federally qualified health centers, in addition to other sites with high community member presence.

*The 2019 Cabarrus County State of the County Health Report is produced by Cabarrus Health Alliance, in partnership with Healthy Cabarrus.*

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**July 6, 2020  
4:00 PM**

---

#### **AGENDA CATEGORY:**

Discussion Items for Action

#### **SUBJECT:**

Active Living and Parks - FY21 Matching Incentive Grant Requests

#### **BRIEF SUMMARY:**

Active Living and Parks has a Matching Incentive Grant Program that provides seed money for civic, community and school groups to construct, improve or acquire recreational/park facilities in Cabarrus County. The grants will fund up to 50 percent of a project.

On June 18th, 2020, the Active Living and Parks Commission reviewed two matching grant requests totaling \$25,700. The Commission unanimously recommended awarding both projects in full.

#### **REQUESTED ACTION:**

Motion to approve the budget amendment and the FY21 Matching Incentive Grant projects as recommended by the Active Living and Parks Commission.

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

1 Minute

#### **SUBMITTED BY:**

Byron Haigler, Active Living and Parks Assistant Director

#### **BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▣ Grant Request
- ▣ Budget Amendment



**2020-2021 MIG Active Living and Parks Commission Recommendation**

Organization	Project Title	Request	Complete	Priority Level	Recommended
Concord Rotary Club	Outdoor Multipurpose Area	\$14,000.00	Yes	Highest	\$14,000.00
Harrisburg Community and Youth Association	Harrisburg Elementary Field Light Re-Lamp	\$11,700.00	Yes	Moderate	\$11,700.00
FY21 Budget	\$50,000.00				
Applicant Request Total	\$25,700.00				
Remaining FY20 Funds	\$24,300.00				

## Budget Revision/Amendment Request

Date: 7/21/2020

Amount: 51,400.00

Dept. Head: Londa Strong

Department: Active Living and Parks

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒

Supplemental Request

This budget amendment sets up individual Matching Incentive Grant projects based on requests and recommendations.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	8140-6813-RCCON	MG Rotary Club Concord	-	14,000.00		14,000.00
001	9	8140-9831-RCCON	MG Rotary Club Concord	-	28,000.00		28,000.00
001	6	8140-6813-0211	MG Harrisburg Youth Assoc.	-	11,700.00		11,700.00
001	9	8140-9831-0211	MG Harrisburg Youth Assoc.	-	23,400.00		23,400.00
001	6	8140-6813-0154	Matching Grant Revenue	50,000.00		25,700.00	24,300.00
001	9	8140-9831-0154	Matching Grants	100,000.00		51,400.00	48,600.00
							0.00
							0.00
							0.00

**Total**

**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

**July 6, 2020  
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 July:

#### Appointments - Adult Care Home Community Advisory Committee

Richard Bovard has completed his initial term on the Adult Care Home Community Advisory Committee and would like to serve another term. He is recommended for reappointment by the Regional Ombudsman.

Representative recommendation is Richard Bovard.

#### Appointments - Cabarrus County Planning and Zoning Commission

There are four Planning and Zoning Commission members that have terms ending in August. Each of the members is eligible for reappointment. Staff respectfully requests that the following appointments be considered by the Board of Commissioners:

Reappoint Chris Pinto as the regular member for the Eastern Area, Brent Rocket as the regular member for the Kannapolis Area and James Litaker as the regular member for the Northwest Area, all with terms expiring on August 31, 2023.

Reappoint Ingrid Nurse as an At-Large Alternate member with a term expiring August 31, 2023. Ms. Nurse is a resident of the Concord Area.

Representative recommendations are Chris Pinto, Brent Rocket, James Litaker, and Ingrid Nurse.

#### Appointments and Removals - Early Childhood Task Force Advisory Board

The terms for the following members on the Early Childhood Task Force Advisory Board end July 31, 2020: Elizabeth Poole, Virginia Amendum, Nancy Kiger, Connie Pilkinton, Megan Shuping, and Gina Smith. Ms. Pilkinton is interested in serving another term.

Additionally, Rodney Harris, Deputy County Manager, is recommended for appointment to serve on this committee.

Representative recommendations are Connie Pilkinton and Rodney Harris.

#### Appointments and Removals - Juvenile Crime Prevention Council

The terms of service for the following members of the Juvenile Crime Prevention Council (JCPC) ended June 30, 2020: Beth Street (District Attorney/Designee), Terry Wise (Substance Abuse Professional), Camron Trott (Student under 18/CCS), Jamica La Franque (At-large) and Michelle Wilson (At-large). Camron Trott has graduated from school and is no longer eligible to serve in the Student under 18/CCS position. Ms. Street, Mr. Wise, Ms. La Franque and Ms. Wilson are all willing to serve another term. An exception to the length of service provision of the Appointment Policy will be needed for Ms. Wilson.

At the JCPC June 17, 2020 meeting, the Council voted to recommend the aforementioned reappointments. Additionally, the Council voted to recommend Amy Jewel to be appointed to complete the unexpired vacant School Superintendent/Designee position and Joy Butler to complete the unexpired term of the vacant At-large position. Ms. Jewell also serves on the Mental Health Advisory Board. An exception to the service on multiple boards provision of the Appointment Policy will be needed for her. Ms. Butler resides in Mecklenburg County. An exception to the residency provision of the Appointment Policy will be needed for her.

Lastly, Eshan Shah will be attending UNC in the fall and will no longer be eligible to serve on the JCPC as the Student under 18/KCS representative.

Representative recommendations are Beth Street, Terry Wise, Jamica La Franque, Michelle Wilson, Amy Jewell and Joy Butler.

#### Appointments and Removals - Public Health Authority of Cabarrus County

Dr. Tedra Claytor's term on the Public Health Authority of Cabarrus County ended June 30, 2020. The Public Health Authority Board Nominating Committee recommends Dr. Dan Hagler, Vice President and Chief Medical Officer, Atrium Health-Cabarrus to be appointed to Public Health Authority of Cabarrus County as the Expertise in Infectious Diseases representative. A letter of recommendation in support of Dr. Hagler's appointment is included in the agenda.

Representative recommendation is Dr. Dan Hagler.

#### **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

**July 6, 2020  
4:00 PM**

---

#### **AGENDA CATEGORY:**

Discussion Items for Action

#### **SUBJECT:**

BOC - NACo Voting Credentials - 2020 Virtual Annual Business Meeting

#### **BRIEF SUMMARY:**

The National Association of Counties, NACo, will hold their Annual Business meeting virtually on July 20, 2020. In order to participate in the Association's annual election of officers, a voting delegate must be selected.

#### **REQUESTED ACTION:**

Motion to suspend the Rules of Procedure in order to take action due to time constraints.

Motion to designate a Board member as the voting delegate to represent Cabarrus County at the NACo 2020 Virtual Annual Business Meeting July 20, 2020.

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

5 Minutes

#### **SUBMITTED BY:**

Mike Downs, County Manager

#### **BUDGET AMENDMENT REQUIRED:**

No

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

---

## **ATTACHMENTS:**

- Virtual Meeting Credentials FAQ



## 2020 NACo Virtual Voting Credentials Process Frequently Asked Questions

### **On what issues or for which candidates do counties/parishes/boroughs vote?**

Counties vote on proposed amendments to association bylaws and elect NACo officers for the coming year. The second vice president is typically the only contested position.

### **When does the voting take place?**

This year's election will take place virtually on Monday, July 20, 2020 at 2:00 p.m. EDT at the NACo Annual Business Meeting.

### **What is a voting delegate?**

A voting delegate is someone authorized by your county board to cast your county's votes at the Virtual Annual Business Meeting. A delegate must register for the meeting.

### **Who may be a voting delegate?**

Any elected or appointed official or staff member from your county/parish/borough may be a voting delegate. That decision is up to your county board.

### **What are voting credentials?**

Voting credentials attest to a county's eligibility to vote. Credentials contain information on the number of votes a county is eligible to cast and the identity of the delegate(s) that are authorized to cast those votes.

### **How can a voting delegate become credentialed?**

Registrants from NACo member counties can designate themselves as a voting delegate when registering for the Virtual Annual Business Meeting. If you intend to serve as a designated voting delegate for your county on Monday, July 20, at the Annual Business Meeting, select the voting delegate option on the registration page. Please note that by choosing this option, you are selecting yourself as delegate and are declaring that you and the other conference attendees from your county have agreed that you are a voting delegate. The online credential registration option is for self-selection only. To assign another individual to vote for your county, or for more information, please email [credentials@naco.org](mailto:credentials@naco.org). NACo will also send voting credentials information to NACo member chief elected officials, clerks and Virtual Annual Business Meeting registrants before the meeting.

### **What is a ballot?**

A ballot confirms the number of votes that a NACo member county is eligible to cast in the NACo Election. More information on how to access your ballot will be communicated prior to the Annual Business Meeting.

### **How do I confirm that my county is eligible to vote?**

A county must be a NACo member "in good standing" in order to vote.

"Good standing" is defined as having: 1.) 2020 NACo membership dues paid in full before the NACo Election, 2.) at least one registration for the Annual Business Meeting and 3.) proper voting credentials.

### **How does the voting occur?**

Information on the voting process will be communicated prior to the Virtual Annual Business Meeting.





**Will the state association of counties/parishes/boroughs be able to cast votes on behalf of my county?**

Your state association of counties/parishes/boroughs is allowed to receive or cast any unclaimed ballots for counties/parishes/boroughs that have registered delegates, unless your county has expressly prohibited the state association from doing so.

**My county does not want our state association to receive our votes. How do we indicate this?**

Please send an email to [credentials@naco.org](mailto:credentials@naco.org) to prevent your state association from receiving or casting your unclaimed ballots. Please remember that your county's votes will not be cast at all with this option if you or another voting delegate from your county do not attend the Virtual Annual Business Meeting.

**If my county is not registering for the Virtual Annual Business Meeting, does my county need to select a delegate or submit credentials information?**

No. Only counties who register for the Annual Business Meeting may vote. Please do not submit credentials information to NACo if your county does not plan to register for the Annual Business Meeting.

**If my county won't be registering for this year's Virtual Annual Business Meeting, can we still vote?**

No. Per NACo's bylaws, registration is required for the Annual Business Meeting in order to vote.

**If I register for the Virtual Annual Business Meeting but cannot attend, can I assign a proxy vote?**

Yes, but only if another person from your county has not already registered to attend the Virtual Annual Business meeting as the voting delegate for the county. For more information regarding proxy requirements or to assign a proxy, please email [credentials@naco.org](mailto:credentials@naco.org).

**How does NACo determine the number of votes each county receives?**

The number of votes is determined by the amount of dues a county pays. Dues are based on population. All counties are entitled to at least one vote. Members with more than \$1,199 in dues are entitled to one additional vote for each additional \$1,200 in dues or fraction thereof paid in the year the meeting is held.

- Counties with dues of \$450 to \$1,199 receive one vote.
- Counties with dues of \$1,200 to \$2,399 receive two votes, and so on.
- The maximum number of votes a county can receive is 51.

**My county has 10 votes. How can our commissioners divide or share the votes?**

That is up to your county. NACo has no rule as to how the counties decide to allocate their votes and is not involved in the decision. Counties may split their votes amongst the second vice president candidates, but fractions of a whole vote are not permitted.

**What happens if there is a dispute over the election process?**

It is rare, but sometimes irregularities occur with how votes are cast or tallied or how the credentialing process is conducted. As a safeguard, elections may be challenged during the NACo Election. Challenges are allowed under two circumstances. 1.) A voting delegate may challenge the vote for their state, and their state only. 2.) A candidate running to become a NACo officer may challenge the vote of any state. If a challenge is made, the NACo Credentials Committee may audit the ballots.

ADDITIONAL INFORMATION WILL BE PROVIDED ON HOW TO ACCESS YOUR BALLOT AND VOTING WILL BE COMMUNICATED PRIOR TO THE CONFERENCE.

For questions, please send an email to [credentials@naco.org](mailto:credentials@naco.org).

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**July 6, 2020  
4:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

BOC - Designation of Voting Delegate for NCACC 113th Annual Conference

**BRIEF SUMMARY:**

The North Carolina Association of County Commissioners (NCACC) is requesting each county designate a commissioner or other elected official as a voting delegate at the North Carolina Association of County Commissioners virtual\* Annual Business Session on August 6, 2020.

**REQUESTED ACTION:**

Motion to designate a voting delegate to represent Cabarrus County at the NCACC 113th virtual\* Annual Business Session on August 6, 2020.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

▣ Voting Delegate Form



## Designation of Voting Delegate to NCACC Annual Conference

I, \_\_\_\_\_, hereby certify that I am the duly designated voting delegate for \_\_\_\_\_ County at the 113<sup>th</sup> Annual Conference of the North Carolina Association of County Commissioners to be held during the **virtual\*** Annual Business Session on August 6, 2020, at 11 a.m.

Voting Delegate Name: \_\_\_\_\_

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

In the event the designated voting delegate is unable to attend, \_\_\_\_\_ has been selected as \_\_\_\_\_ County's alternate voting delegate.

Alternate Voting Delegate Name: \_\_\_\_\_

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

### Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb via email by **Monday, August 3, 2020** close of business:

Email: [alisa.cobb@ncacc.org](mailto:alisa.cobb@ncacc.org)

**\*Please note – due to the COVID-19 pandemic, the 113<sup>th</sup> NCACC Annual Conference will be held virtually with voting taking place via an electronic platform.**

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 6, 2020  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

County Manager - Central Area Plan Inter-local Agreement Modifications

### **BRIEF SUMMARY:**

The Central Area Plan, which was adopted by the County and the City of Concord, includes an Inter-local agreement that restricts the extension of public water and sewer in a defined area. There have been occasions where exceptions have been made and an Ad Hoc Modification was created for this purpose.

There are two current requests for modification and both have been reviewed and approved by the City of Concord. These properties are located at 1300 Hess Road and 3887 NC Highway 200. Staff recommends approval of both requests.

The Board will need to act on these amendments to the Inter-local agreement as both the Board of Commissioners and the governing body of the Cabarrus Water and Sewer District.

### **REQUESTED ACTION:**

Motion to approve the Ad Hoc Modifications of the Central Area Plan Inter-local Agreement for 3887 NC Highway 200 and 1300 Hess Road.

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

1 Minute

### **SUBMITTED BY:**

Jonathan B. Marshall, Deputy County Manager  
Susie Z. Morris, Planning & Zoning Manager  
Richard Koch, County Attorney

**BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▣ 3887 NC Highway 200
- ▣ 1300 Hess Road
- ▣ Property maps

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

AD HOC MODIFICATION OF CITY  
OF THE CONCORD-CABARRUS COUNTY  
INTERLOCAL AGREEMENT REGARDING  
THE CENTRAL AREA PLAN  
(Resto)

This AD HOC MODIFICATION OF THE CONCORD-CABARRUS COUNTY INTERLOCAL AGREEMENT REGARDING THE CENTRAL AREA PLAN (“the “Modification”) is entered into effective as of the last date of execution by the parties as shown below, by, between and among the CITY OF CONCORD (“Concord”), a North Carolina municipal corporation, and CABARRUS COUNTY (“County”).

**RECITALS**

1. On June 28, 2008, these same parties entered into an “Interlocal Agreement” regarding the implementation of the Central Area Plan (“CAP”).
2. This Interlocal Agreement was to continue in effect for a period of 15 years and contemplated a review of the efficacy of the Interlocal Agreement every 5 years.
3. The parties have had discussions about specific issues and parcels affected by the CAP since the execution of the Interlocal Agreement.
4. The parties have also had specific discussions about a parcel owned by Eliether and Mayra Resto, who wish to construct a new single family home on the parcel, which is located in Area A of the Interlocal Agreement. Pursuant to the terms of the Interlocal Agreement, the CAP prohibits Concord from extending utilities to real property parcels in Area A.
5. The CAP and the Interlocal Agreement have been successful in redirecting residential development into other areas of Cabarrus County, but there are instances in the Central Area in which it makes sense to modify the Interlocal Agreement to allow a limited amount of development in areas where utilities already exist or are reasonably available.
6. The purpose of this Amendment is to modify the Interlocal Agreement to the limited extent of addressing the above-described circumstance involving the below identified parcel(s).

In consideration of the above Recitals and the Terms below, which the parties specifically acknowledge and agree make this Modification legally binding and enforceable, the parties agree as provided below.

**TERMS**

1. Concord agrees to provide electric and water utility services under its normal and customary terms and conditions to the property located at 3887 NC Hwy 200, Concord NC 28025 (PIN 5547 98 3063).
2. Except as specifically changed by this Modification, the provisions of the Interlocal Agreement shall remain in full force and effect.

IN WITNESS, the parties have executed this Modification as indicated below, all pursuant to legal authority duly given.

CITY OF CONCORD

By: \_\_\_\_\_  
Lloyd Payne, City Manager

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

CABARRUS COUNTY

By: \_\_\_\_\_  
Mike Downs, County Manager

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

4813-2804-1077, v. 1

DRAFT



STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

AD HOC MODIFICATION OF CITY  
OF THE CONCORD-CABARRUS COUNTY  
INTERLOCAL AGREEMENT REGARDING  
THE CENTRAL AREA PLAN  
(Ortiz)

This AD HOC MODIFICATION OF THE CONCORD-CABARRUS COUNTY INTERLOCAL AGREEMENT REGARDING THE CENTRAL AREA PLAN (“the “Modification”) is entered into effective as of the last date of execution by the parties as shown below, by, between and among the CITY OF CONCORD (“Concord”), a North Carolina municipal corporation, and CABARRUS COUNTY (“County”).

**RECITALS**

1. On June 28, 2008, these same parties entered into an “Interlocal Agreement” regarding the implementation of the Central Area Plan (“CAP”).
2. This Interlocal Agreement was to continue in effect for a period of 15 years and contemplated a review of the efficacy of the Interlocal Agreement every 5 years.
3. The parties have had discussions about specific issues and parcels affected by the CAP since the execution of the Interlocal Agreement.
4. The parties have also had specific discussions about a parcel owned by Nelson Vasquez Ortiz, who wishes to construct a new single family home on the parcel, which is located in Area A of the Interlocal Agreement. Pursuant to the terms of the Interlocal Agreement, the CAP prohibits Concord from extending utilities to real property parcels in Area A.
5. The CAP and the Interlocal Agreement have been successful in redirecting residential development into other areas of Cabarrus County, but there are instances in the Central Area in which it makes sense to modify the Interlocal Agreement to allow a limited amount of development in areas where utilities already exist or are reasonably available.
6. The purpose of this Amendment is to modify the Interlocal Agreement to the limited extent of addressing the above-described circumstance involving the below identified parcel(s).

In consideration of the above Recitals and the Terms below, which the parties specifically acknowledge and agree make this Modification legally binding and enforceable, the parties agree as provided below.

**TERMS**

1. Concord agrees to provide electric and water utility services under its normal and customary terms and conditions to the property located at 1300 Hess Road, Concord NC 28025 (PIN 5640 93 0994).
2. Except as specifically changed by this Modification, the provisions of the Interlocal Agreement shall remain in full force and effect.

IN WITNESS, the parties have executed this Modification as indicated below, all pursuant to legal authority duly given.

CITY OF CONCORD

By: \_\_\_\_\_  
Lloyd Payne, City Manager

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

CABARRUS COUNTY

By: \_\_\_\_\_  
Mike Downs, County Manager

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

4813-2804-1077, v. 1




DRAFT

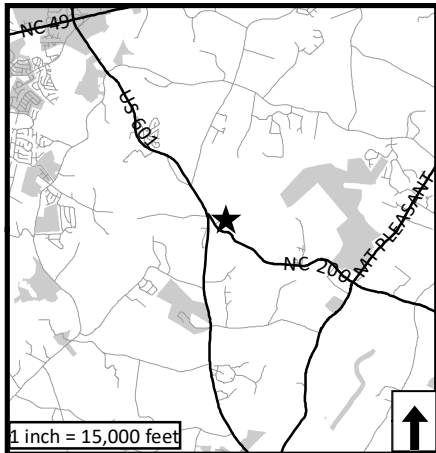


# Aerial Map



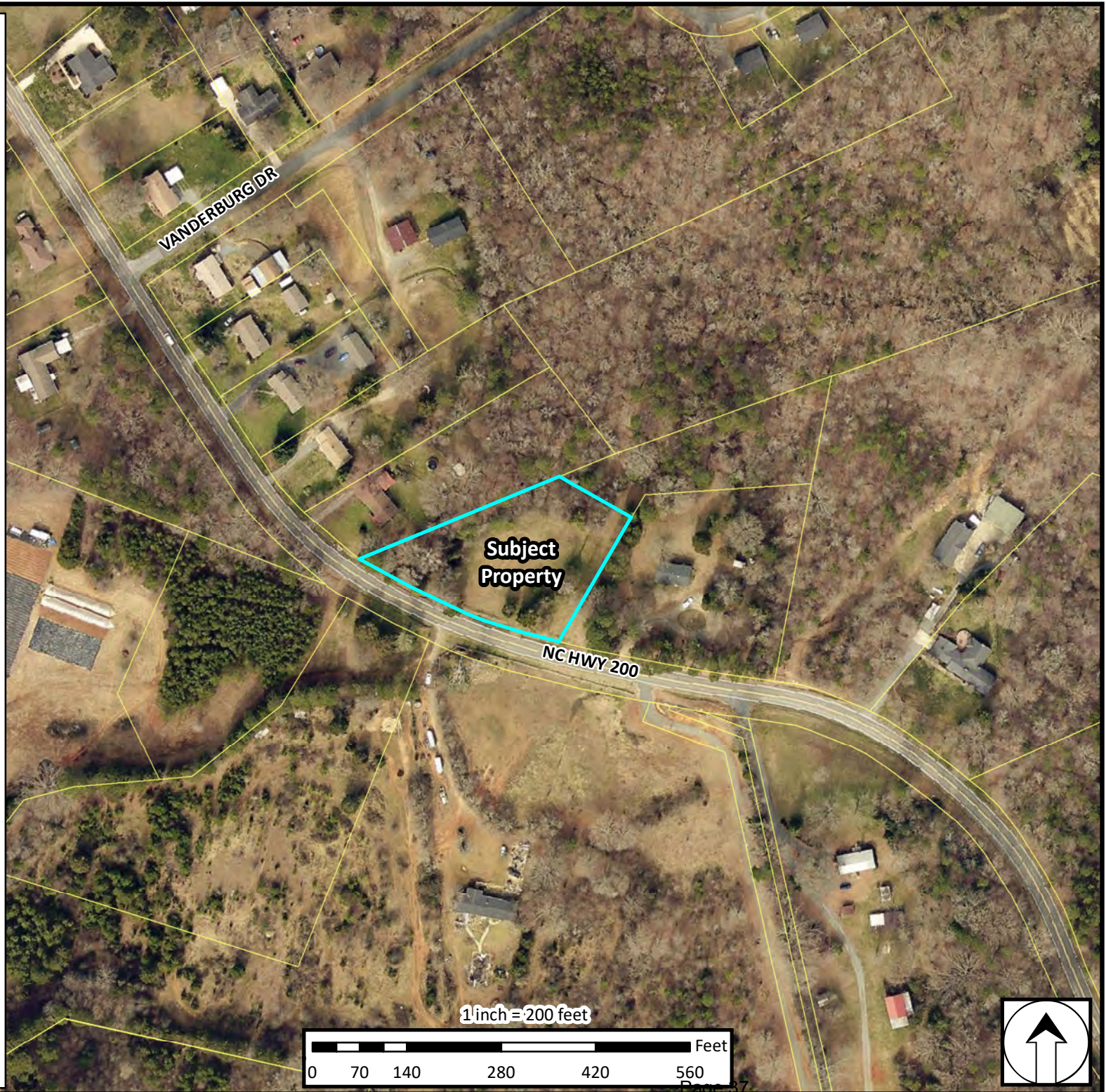
3887 NC Highway 200

-  Cabarrus County
-  Municipal District
-  Tax Parcels



Cabarrus County shall not be held liable for any errors in this data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.

Map Prepared by Cabarrus County Planning & Development - June 2020






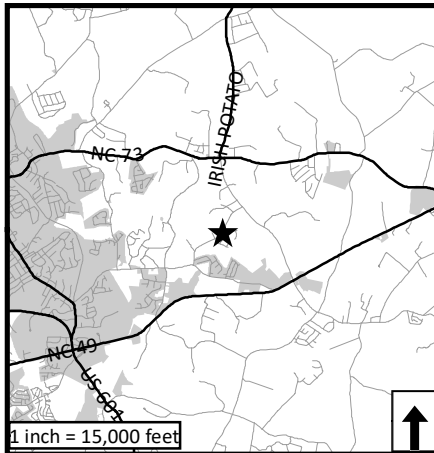


## Aerial Map



**1300 Hess Road**

-  Cabarrus County
-  Municipal District
-  Tax Parcels



Cabarrus County shall not be held liable for any errors in this data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.

Map Prepared by Cabarrus County Planning & Development - June 2020





# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 6, 2020  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

County Manager - Coronavirus Relief Fund (CRF) Accounting Changes

### **BRIEF SUMMARY:**

The Board accepted an initial allocation of \$3,771,761 in Coronavirus Relief Funding (CRF) on May 18, 2020. The funds were placed in the General Fund based on guidance at the time to assist with appropriate expenditures. Recently, the Governmental Accounting Standards Board (GASB) changed the guidance and now requires the funds be held in a special revenue fund. Additionally, the General Assembly has passed legislation to provide additional funding to the County upon signature by the Governor. Finally, unused CRF funds budgeted in the prior fiscal year (FY20) need to be carried-over to the current fiscal year (FY21) for use.

### **REQUESTED ACTION:**

Motion to suspend the Rules of Procedure.

Motion to amend the Fiscal Year 2019-2020 Budget Ordinance to create the Coronavirus Relief Special Revenue Fund and authorize the Finance Director to prepare the appropriate budget amendments consistent with GASB requirements.

Motion to amend the Fiscal Year 2020-2021 Budget Ordinance to carry-over unspent CRF funds, accept the second round of CRF funding; and authorize the Finance Director to prepare the appropriate budget amendments consistent with GASB requirements.

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

5 Minutes

### **SUBMITTED BY:**

Rodney Harris, Deputy County Manager  
Susan Fearington, Finance Director

**BUDGET AMENDMENT REQUIRED:**

Yes

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

---

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**July 6, 2020  
4:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

County Manager - Request for Budget Adjustment for the New Middle School

**BRIEF SUMMARY:**

Cabarrus County Schools and their Construction Manager at Risk have completed the bid process and submissions for the new middle school being constructed at Roberta and Cochran Roads. The total Guaranteed Maximum Price (GMP) based on those bids is \$44,772,038.00. That is greater than the original budget estimate of \$43,000,000. The attached letter from the Board of Education details the request as well as the iterative pricing, value engineering and design adjustments that resulted in this final pricing.

**REQUESTED ACTION:**

Accept the final GMP for the new middle school and authorize the Finance Director to prepare the appropriate Budget Amendment and Project Ordinance(s).

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Jonathan Marshall, Deputy County Manager

Rodney Harris, Deputy County Manager

**BUDGET AMENDMENT REQUIRED:**

Yes

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

---

**ATTACHMENTS:**

- Request Letter





June 22, 2020

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

Re: Request for Additional Funding,  
 New 2022 Middle School Construction

Dear Board of Commissioners:

Cabarrus County Schools Department of Construction and construction manager at risk firm Shelco LLC received competitive bids for the new 2022 middle school project on June 11, 2020. Forty-four different bid packages were received as a part of the bid process. The Construction Manager at Risk firm has presented us with a total Guarantee Maximum Price in the amount of \$44,772,038.00

Over the last four months we have been working closely with Shelco LLC through multiple preconstruction pricing exercises. We identified three points during the design process we wanted to see where the budget was falling. We requested a 100% schematic design price, a 100% design/development price, and a final 90% construction document phase price.

The table below identifies where those pricing exercises landed.

Original Project Budget		\$43,000,000.00
1.	Schematic/Conceptual Budget	\$44,784,635.00
2.	<i>(Variance from original budget)</i>	<i>\$1,784,635.00</i>
3.	100% DD Budget No. 1 (VE.1)	\$46,415,279.00
4.	<i>(Variance from original budget)</i>	<i>\$3,415,279.00</i>
5.	DD Budget No. 2 (VE.2)	\$45,970,151.00
6.	<i>(Variance from original budget)</i>	<i>\$2,970,151.00</i>
7.	90% CD Exercise (VE.3)	\$45,174,217.00
8.	<i>(Variance from original budget)</i>	<i>\$2,174,217.00</i>
9.	<b>Guarantee Maximum Price Bid</b>	<b>44,772,038.00</b>
10.	<i>(Variance from original budget)</i>	<i>\$1,772,038.00</i>

Immediately upon receiving the schematic pricing, we began value engineering the project to identify possible areas of savings. During our pre-construction pricing meetings, we along with the design team and Shelco LLC begin working through over fifty items we felt would not impact the programming of the school but allow us the opportunity to reduce the overall project cost.

Below are some the major areas considered for value engineering:

- Sprigging of all ball field areas in lieu of sod
- Lowering of all non-load bearing masonry walls
- Reduction of pre-manufactured canopy structure at the bus entrance,
- Modification of the asphalt paving specification
- Installation of roof drains w/ downspouts and scuppers in lieu of internal drains

The final bids received reflect a 4.12% increase in the total project budget. In order for Shelco LLC to stay on schedule and move forward with the approval of the GMP Amendment contract, we would respectfully request an additional \$1,772,038.00 of funding for the overall project budget.

Thank you for the support and commitment towards Cabarrus County Schools.

Sincerely,

Rob Walter, Chair  
Cabarrus County Board of Education

Cc: Cindy Fertenbaugh, Carolyn Carpenter, David Harrison, Barry Shoemaker, Laura Blackwell, Holly Grimsley

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 6, 2020  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

DHS - Cabarrus County Long Range Transportation Plan

### **BRIEF SUMMARY:**

Concord Kannapolis Area Transit (Rider) and Cabarrus County Transportation Service (CCTS), along with the cities of Concord, Kannapolis, and Cabarrus County, initiated a Long Range Public Transportation Master Plan study in 2018 with the intent of creating a strong vision for improved public transportation throughout Cabarrus County to address current and future needs. More than 1,200 members of the community participated in the multipronged outreach effort, providing a strong foundation through a variety of means for input from community members, including pop-up events, in person and online surveys to current riders and non-riders, public meetings and focus groups with key stakeholders, and city and county leadership. These activities guided the development of the study and helped the study team define the priorities for the plan. This information, along with demographic and market analysis, were considered when creating the recommendations. This approach, coupled with strong ridership, regular calls for service to new areas within and outside the county and increasing travel times throughout the region, the need for expanding transit options is clear. This ambitious plan provides recommendations for the next 20 years and defines operational, capital, and personnel improvements in six phases.

### **REQUESTED ACTION:**

Motion to adopt the Cabarrus County Long Range Transportation Plan.

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

10 Minutes

**SUBMITTED BY:**

Bob Bushey, Transportation Manager

**BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▢ Cabarrus County Long Range Transportation Plan





# 2020 Cabarrus County Long Range Public Transportation Master Plan

**AECOM** Imagine it.  
Delivered.





Prepared for:

Rider Transit  
Cabarrus County Transportation Services

Prepared by:

AECOM  
6000 Fairview Road  
Charlotte, NC 28210  
aecom.com

# Table of Contents

<b>1. INTRODUCTION.....</b>	<b>1</b>
Figure1-1:20 year plan .....	3
<b>2. STUDY GOALS AND OBJECTIVES .....</b>	<b>4</b>
<b>3. CURRENT AND FUTURE TRANSIT MARKETS AND DEVELOPMENT PATTERNS .....</b>	<b>5</b>
Demographics and Socioeconomics .....	5
Population .....	5
Table 3-1: Population growth from 2010-2017 in the service areas .....	5
Table 3-2: Projected population growth in the service areas .....	5
Figure 3-1: Population density per square mile.....	6
Transit Dependent Populations.....	7
Table 3-3: Disabled Population .....	7
Table 3-4: Poverty rate by community .....	7
Table 3-5. Median income by community .....	7
Figure 3-2: Poverty rates by block group .....	8
Figure 3-3: Vehicle availability .....	9
Employment.....	10
Table 3-6: Unemployment rate .....	10
Jobs.....	10
Figure 3-4: Job Density in Cabarrus County.....	10
Largest Employers .....	11
Table 3-7: Employers with 500 or more employees in Cabarrus County .....	11
Commuting Patterns .....	12
Table 3-8: Commute statistics by community .....	12
Figure 3-5: Place of residence for Cabarrus County workers .....	13
Figure 3-6: Place of work for Cabarrus County residents .....	14
Proposed and Planned Development .....	15
<b>4. EXISTING TRANSIT CONDITIONS .....</b>	<b>16</b>

<b>Rider Transit .....</b>	<b>16</b>
<b>Table 4-1: Rider fare structure .....</b>	<b>17</b>
Governance and Management .....	17
<b>Figure 4-1: Rider organizational chart .....</b>	<b>18</b>
Rider Transit Center.....	19
Rider Transit Operations and Maintenance Facility.....	20
Amenities .....	20
Vehicle Fleet .....	21
<b>Table 4-2: Rider vehicle fleet as of November 2019.....</b>	<b>21</b>
<b>Rider Performance Data .....</b>	<b>22</b>
System Performance .....	22
<b>Figure 4-2: Current Rider Fixed Route Transit system .....</b>	<b>26</b>
Ridership Trends.....	27
<b>Figure 4-3: Ridership trends .....</b>	<b>27</b>
Operating Costs and Sources of Revenue .....	28
<b>Figure 4-4 Rider Fixed Route sources of revenue.....</b>	<b>28</b>
<b>Figure 4-5: Rider paratransit sources of revenue.....</b>	<b>28</b>
Marketing and Branding.....	29
<b>Complementary ADA Paratransit.....</b>	<b>30</b>
Service Patterns.....	30
Ridership Trends.....	31
<b>Figure 4-6: Ridership trends .....</b>	<b>31</b>
<b>Rider Paratransit Performance Data .....</b>	<b>31</b>
Rider Paratransit Operations .....	32
<b>Table 4-4: 2019 Paratransit Operating Statistics.....</b>	<b>32</b>
<b>Figure 4-7: Trips by day of the week .....</b>	<b>32</b>
<b>Figure 4-8: Trips by time of day .....</b>	<b>33</b>
<b>Figure 4-9: Percent of cancellations and no-shows .....</b>	<b>33</b>
<b>CCTS.....</b>	<b>34</b>
<b>Figure 4-10: Trips by funding source .....</b>	<b>34</b>
Hours of Service and Policies .....	35
Governance and Management .....	35
<b>Figure 4-11: Cabarrus County Department of Human Services organization chart.....</b>	<b>36</b>
CCTS Operation Facility .....	36
Vehicle Fleet .....	37
<b>Table 4-5: CCTS fleet roster .....</b>	<b>37</b>
Operating Costs and Sources of Revenue .....	38



<b>Figure 4-12: CCTS sources of revenue .....</b>	<b>38</b>
Marketing and Branding.....	38
Ridership .....	39
<b>Figure 4-13: CCTS trip purpose .....</b>	<b>39</b>
Service Patterns.....	39
<b>Figure 4-14: Local one-week sample of CCTS origins and destinations .....</b>	<b>40</b>
<b>CCTS Performance Data.....</b>	<b>41</b>
Ridership .....	41
<b>Figure 4-15: CCTS ridership FY 2014 - FY 2018 .....</b>	<b>41</b>
On-Time Performance .....	41
Operations .....	42
<b>Figure 4-16: FY 2018 trips by day of week.....</b>	<b>42</b>
<b>Figure 4-17: FY 2018 trips by time of day .....</b>	<b>42</b>
System Performance .....	43
<b>Figure 4-18: CCTS percentage of no shows and cancellations FY16-FY 2018.....</b>	<b>43</b>
<b>System Data Combined .....</b>	<b>44</b>
<b>Table 4-6: Comparison of total Trips .....</b>	<b>44</b>
<b>Other Transportation Providers.....</b>	<b>44</b>
<b>5. PUBLIC ENGAGEMENT .....</b>	<b>45</b>
CCTS Survey results .....	48
<b>Figure 5-1: CCTS riders' most desired improvements.....</b>	<b>48</b>
<b>Figure 5-2: CCTS riders' other transportation options .....</b>	<b>49</b>
Rider On-board Survey Results.....	49
<b>Figure 5-3: Rider riders' most desired improvements .....</b>	<b>50</b>
<b>Figure 5-4: Rider riders' other transportation options .....</b>	<b>50</b>
<b>Table 5-1: Would you recommend Rider to your family and friends .....</b>	<b>51</b>
Community Results.....	51
<b>Figure 5-5: Community's reasons for using transit services .....</b>	<b>51</b>
<b>Figure 5-6: Community's reasons for not using transit.....</b>	<b>51</b>
Focus Groups and Steering Committee .....	52
<b>Figure 5-7: Role of public transportation in the community .....</b>	<b>52</b>
<b>Figure 5-8: Priorities for public transportation in the next 20 years .....</b>	<b>53</b>
<b>Figure 5-9: Awareness of CCTS/Rider Transportation Services .....</b>	<b>53</b>

<b>Potential Regional Connections .....</b>	<b>54</b>
<b>6. SYSTEMS CONSOLIDATION CONSIDERATIONS .....</b>	<b>55</b>
<b>Stakeholder Involvement.....</b>	<b>55</b>
<b>Consolidation Options Assessment .....</b>	<b>56</b>
Description of Service Integration Options .....	56
<b>Figure 6-1: Service integration continuum.....</b>	<b>57</b>
<b>Criteria to Determine Partnership Types .....</b>	<b>57</b>
<b>Quantitative Evaluation Criteria .....</b>	<b>57</b>
Potential for Operating Cost Changes .....	58
Potential Capital Cost Changes.....	58
Impact on Level of Service .....	58
Potential for "Seamless" Service .....	58
<b>Qualitative Evaluation Criteria.....</b>	<b>58</b>
Ease of Implementation .....	58
Community/Political Will Required to Enact .....	58
<b>Service Integration Options Evaluation.....</b>	<b>59</b>
Quantitative Criteria Evaluation .....	59
<b>Table 6-1: Quantitative evaluation matrix .....</b>	<b>59</b>
Qualitative Criteria Evaluation .....	60
<b>Table 6-2: Qualitative evaluation matrix .....</b>	<b>60</b>
Summary of Findings .....	61
<b>Evaluation Summary.....</b>	<b>62</b>
<b>Pathway to Consolidation .....</b>	<b>63</b>
Governance Structure.....	63
Organizational Structure .....	66
Other Consolidation Resources.....	66
Getting Started with Consolidation .....	66
13 Activities to Begin the Formal Process of Consolidation .....	67
<b>7. SERVICE RECOMMENDATIONS .....</b>	<b>68</b>
<b>Transit Market Analysis .....</b>	<b>68</b>
<b>Figure 7-1: Transit market analysis Current Service.....</b>	<b>70</b>
<b>Figure 7-2: Transit market analysis proposed service.....</b>	<b>71</b>
<b>Transit Modes .....</b>	<b>72</b>
<b>Figure 7-3: 20 year plan .....</b>	<b>74</b>
<b>Phase 1 Service Recommendations (Year 1-3) .....</b>	<b>76</b>

Fixed Route Service Recommendations .....	76
<b>Table 7-1: Fixed routes operating in the Phase 1 Weekday and Weekend .....</b>	<b>77</b>
<b>Figure 7-4: Phase 1 service recommendations .....</b>	<b>78</b>
<b>Demand Response Service Recommendations.....</b>	<b>79</b>
<b>Vanpool Program .....</b>	<b>79</b>
Other Recommendations .....	80
<b>Table 7-2: Phase 1 Operational Need and Purchase Requirement of Vehicles .....</b>	<b>82</b>
<b>Table 7-3: New Personnel Positions.....</b>	<b>82</b>
<b>Figure 7-5: Transit Oriented Development .....</b>	<b>83</b>
<b>Phase 2 Service Recommendations (Year 4-6) .....</b>	<b>84</b>
Fixed Route Service Recommendations .....	84
Demand Response Service Recommendations .....	84
Other Recommendations .....	84
<b>Table 7-4: Phase 2 Operational Need and Purchase Requirement of Vehicles .....</b>	<b>85</b>
<b>Figure 7-6: Countywide general public demand response service area.....</b>	<b>87</b>
<b>Table 7-5: New Personnel Positions.....</b>	<b>88</b>
<b>Phase 3 Service Recommendations (Year 7-8) .....</b>	<b>89</b>
Fixed Route Service Recommendations .....	89
Other Recommendations .....	91
<b>Table 7-6: Phase 3 Operational Need and Purchase Requirement of Vehicles .....</b>	<b>91</b>
<b>Table 7-7: New Personnel Positions.....</b>	<b>92</b>
<b>Figure 7-7: Phase 3 service recommendations .....</b>	<b>93</b>
<b>Phase 4 Service Recommendations (Year 9-11) .....</b>	<b>94</b>
Fixed Route Service Recommendations .....	94
Other Recommendations .....	94
<b>Table 7-8: Phase 4 Operational Need and Purchase Requirement of Vehicles .....</b>	<b>94</b>
<b>Table 7-9: New Personnel Positions.....</b>	<b>95</b>
<b>Phase 5 Service Recommendations (Year 12-14) .....</b>	<b>96</b>
Fixed Route Service Recommendations .....	96
Other Recommendations .....	97
<b>Table 7-10: Phase 5 Operational Need and Purchase Requirement of Vehicles .....</b>	<b>97</b>
<b>Figure 7-8: Phase 5 service recommendations .....</b>	<b>98</b>
<b>Phase 6 Service Recommendations (Year 15-20) .....</b>	<b>99</b>
Fixed Route Service Recommendations .....	99

<b>Table 7-11: Summary of Small Starts and New Starts processes .....</b>	<b>100</b>
<b>Table 7-12: Small Starts and New Starts breakpoints for selected land use criteria .....</b>	<b>100</b>
<b>Figure 7-9: Phase 6 service recommendations .....</b>	<b>101</b>
Other Recommendations .....	102
<b>Table 7-13: Phase 6 Operational Need and Purchase Requirement of Vehicles .....</b>	<b>102</b>
 <b>8. FUNDING AND FINANCIAL PLAN .....</b>	 <b>103</b>
<b>Traditional Funding Sources.....</b>	<b>103</b>
Urbanized Area Formula Grant - Section 5307 Program.....	103
Bus and Bus Facilities Grant – Section 5339 .....	104
Capital Investment Grants – Section 5309 .....	104
Flexible Funding Program – Surface Transportation Program (STP) Funds.....	105
Metropolitan Transportation Planning Program - Section 5303 Program.....	105
State Maintenance Assistance Program.....	105
Other Traditional Sources for Consideration.....	105
 <b>Alternative Funding Sources .....</b>	 <b>106</b>
<b>Table 8-1: Revenues Generated (20-year plan summations).....</b>	<b>107</b>
<b>Other Financing Mechanisms for funding High Capacity Transit and Large Public Transit Facilities .....</b>	<b>108</b>
 <b>Financial Plan .....</b>	 <b>109</b>
Transit Service Investment .....	109
 <b>Table 8-2: Total 20 Year Non-High Capacity Transit Plan Implementation Costs .....</b>	 <b>109</b>
Potential Funding Sources.....	109
 <b>Table 8-3: Total Plan Projected Revenue .....</b>	 <b>109</b>
 <b>Table 8-4: Total Plan Projected Revenue Needed .....</b>	 <b>109</b>
 APPENDIX A: PHASED SERVICE RECOMMENDATION BUS ROUTES	
 APPENDIX B:CURRENT ROUTES FACT BOOK	
 APPENDIX C: RIDER STOP ACTIVITY-JUNE, 2018	
 APPENDIX D: SURVEYS FOR CCTS, RIDER FIXED ROUTE, ADA PARATRANSIT, AND COMMUNITY	
 APPENDIX E: NEW PERSONNEL TABLE FOR PLAN	
 APPENDIX F: PHASED ROUTE TABLES	
 APPENDIX G: FINANCIAL SHEET	

# 1. Introduction

The Cities of Concord and Kannapolis, located in Cabarrus County in the Concord Urbanized Area (UZA), are adjacent to and just north of neighboring Charlotte, North Carolina, in one of the fastest growing urbanized regions in the United States. This growth, begun decades ago, is expected to continue at a significant pace over the next 30 years. With this growth comes many opportunities— and many challenges.

Among these challenges are transportation infrastructure and mobility, both a key concern for county leadership and residents. Cabarrus County is served by several regional transportation connections. I-85 runs north south through the county between the two cities and connects them to Mecklenburg County and the Charlotte metropolitan area to the south and the City of Salisbury and Rowan County to the north. Rte. 29 and Rte. 49 also roughly parallel I-85 to the east. I-485 runs just south of the Cabarrus/Mecklenburg county line, and I-77 runs north and south as well, a few miles west of the county, connected to the heart of Cabarrus County via Rte. 73, which provides east west connectivity between Cabarrus County and the communities of Huntersville and Davidson. Amtrak service is provided in the area with a station in downtown Kannapolis. A new station is to be built soon in the Town of Harrisburg. Several neighboring transit services also connect to the county, including service to Concord Mills from CATS and weekdays to Rowan County via Rowan Express routes. Concord-Padgett Regional Airport also provides commercial air service to several destinations in Florida and New Orleans, with more planned in the future.

Regional proximity and activity, coupled with constant population gains, make the communities in Cabarrus County significant players in regional growth and transit connectivity. Transit systems and networks are becoming increasingly important to the sustained growth of a region. The Baby Boomer generation is reaching retirement age, and are increasingly selecting locations where mobility choices, such as transit, are present. These options can allow them to age in place and remain independent as long as possible. National trends for younger generations, particularly, Millennials, show transportation options are key for them for choosing locations to work and live; data shows that they tend to place a heavier emphasis on the availability of alternative transportation modes to access job centers and amenities than previous generations before them and are electing less than previous generations to drive and own personal vehicles.

The Concord UZA, and Cabarrus County in particular, is adding population and jobs rapidly, with significant growth expected to continue over the next 25 to 30 years. Cabarrus County is projected to increase in population by 160,000 people (up 89.88% from 2010 Census numbers) by 2035. Commuting patterns for Cabarrus and Mecklenburg County indicate a significant amount of regional demand to access jobs. In addition to Charlotte being the most common out-of-county work destination for Cabarrus residents, Charlotte residents continue to make up a considerable portion of those who commute into Cabarrus County for work. Important key regional destinations, including the Veterans Affairs Hospital in Salisbury, North Carolina Research Campus, Charlotte Motor Speedway, Concord Mills, The Grounds at Concord, Concord-Padgett Regional Airport, Uptown Charlotte, and University of North Carolina Charlotte, require frequent transit into and throughout Cabarrus County. These key locations and regional travel patterns represent an opportunity for improved mobility via investment in public transit for those who live in Cabarrus County and work regionally. Additionally, an opportunity exists to greatly broaden the talent pool for companies in Concord, Kannapolis and Cabarrus County.

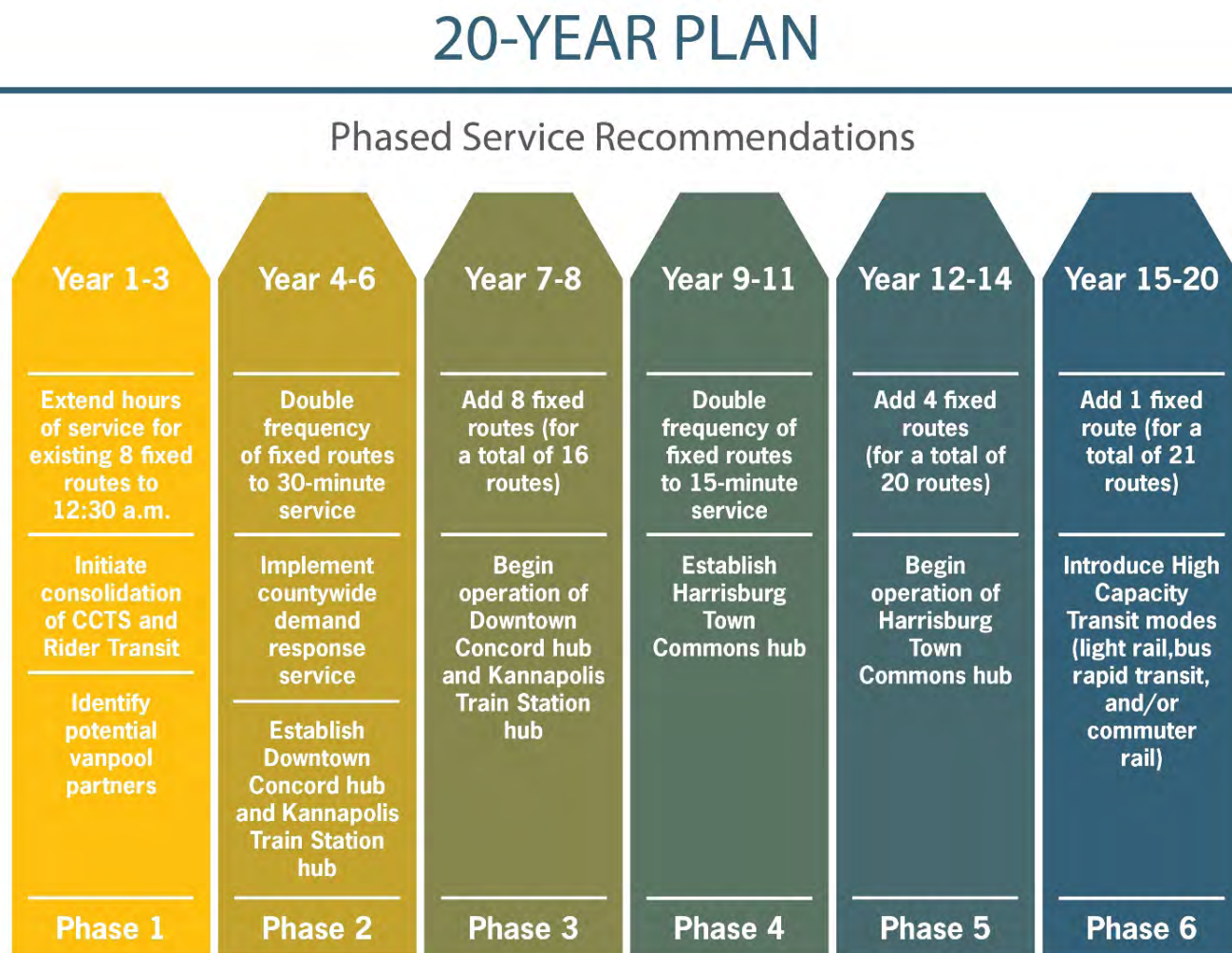
Two public transit agencies currently help provide mobility options in the county— Cabarrus County Transportation Services (CCTS) and Concord Kannapolis Area Transportation (Rider). CCTS primarily serves four programs: Medicaid, Work First Family Assistance Program, Adult and Aging Services Program, and Rural General Purpose (RGP) Program, providing curb-to-curb service. CCTS operates six days a week, covering 623,915 miles and providing 82,116 trips in 2018 with 21 vehicles. Rider has provided local fixed route service in Concord and Kannapolis since 2004. In 2019, Rider covered 712,160 miles and provided 425,347 trips, operating seven days per week. There are ten vehicles that serve seven local routes and one express route to JW Clay light rail station in Charlotte. Rider also provides federally mandated complementary ADA Paratransit services providing 12,801 trips in 2019 with three Ford Transit vans and two cutaway buses. Two additional cutaway buses are available as needed to support fixed route or ADA Paratransit. Increasing demand creates several challenges for the systems, including wait lists for some services and inefficient routes with tight schedules that can lead to a lack of reliability of the fixed route bus service. A delay on one route often results in a delay on the remaining routes as they wait for the connecting bus

to arrive, compounding issues that arise frequently due to traffic delays. In short, existing transit services are already insufficient and current demand already far exceeds the resources available today.

CCTS and Rider initiated a Long Range Public Transportation Master Plan with the intent of creating a strong vision for improved public transportation throughout Cabarrus County to address needs not only today, but far into the future. The core of this plan is a robust public involvement process. More than 1,200 members of the community participated in the multipronged outreach effort, providing a strong foundation and a variety of means for input from community members, including pop-up events, in person and online surveys to current riders and non-riders, public meetings and focus groups with key stakeholders, and city and county leadership. These activities guided the development of the study and helped the study team define the priorities for the plan. This information, along with demographic and market analysis were considered when crafting the recommendations. This approach, coupled with strong ridership, regular calls for service to new areas within and outside the county and increasing travel times throughout the region, the need for expanding transit options is clear. This ambitious plan provides recommendations for the next 20 years and defines operational, capital, and personnel improvements in six phases as shown below in Figure 1-1.

Cabarrus County's unique characteristics— geographic location, cost of living, employment opportunities, population demographics, development patterns and policies, political environment and rapid growth create a myriad of challenges and opportunities for the area as whole and public transit in particular. Food, shelter, clothing, health, work are all basic, foundational human needs. The reality today is that without access to transportation, it is challenging or even impossible for many people to meet those basic needs. Mobility is no longer a choice – it's a necessity. Even for those who do own a vehicle, having other mobility options can help reduce the need for additional vehicles in a household (and on local roadways), as well as save time, money and the hassle of dealing with traffic and parking. Effective mobility is critical to everyone living in, working in, or visiting Cabarrus County. It is crucial that Concord, Kannapolis, and Cabarrus County take steps now to improve and add mobility options for all to effectively address growing congestion and increasing travel times, equitable access to education, medical and social services, cultural and sporting activities and events, as well as provide better access to jobs and the attraction of new and diverse employment opportunities. Transit services will be essential as part of a comprehensive strategy for effectively accommodating growth and managing ever more complex transportation demands. Providing a variety of mobility options makes for more vibrant, engaged, sustainable, resilient and healthy communities, as well as ones that are more competitive economically— locally, regionally and globally. Better mobility makes a more livable community and planned appropriately, can help ensure Concord, Kannapolis and Cabarrus County remain one of the best places in the country to live, work and play for decades to come.

Figure 1-1: 20 year plan



The capital recommendations include the following:

- New and Replacement Fixed Route Vehicles
- New and Replacement Demand Response Vehicles
- Bus Stop Amenities
- Technology, Software and Data
- 3 New Transit Hubs
- New Administration and Maintenance Facility
- Additional Studies (High Capacity Transit, Park and Ride, Site Feasibility, etc.)
- Park and Ride Lot Construction

In addition, the plan identifies the steps needed to implement a high capacity transit system in Phase 6 (year 15-20).

The plan includes 19 new administrative personnel positions for both demand response and fixed route services to allow for improved service delivery, contractor oversight, expansion to new service types, planning, etc.

## 2. Study Goals and Objectives

The overall goal of this study is to identify current and future unmet needs and opportunities to expand public transit opportunities across Cabarrus County, while improving regional connectivity. To achieve that vision outlined above, it was critical to conduct an analysis of the current and future needs of public transit services in and around Cabarrus County. This study looks to find ways to enhance and build upon existing services, improve coordination, analyzes the advantages and disadvantages of consolidation of services. It provides a roadmap to meet the area's constant growth by expanding and improving the provision of public transportation services and enhancing mobility within Cabarrus County and the surrounding area over the next 20 years. This plan allows for informed decision-making in the county so that scarce resources may be allocated in the most efficient and effective manner to deliver transit services today, while seeking means to develop additional resources to properly plan for and manage future demand and growth of public transit both within Cabarrus County, as well as regionally. The analysis encompasses service delivery, fiscal, staff, capital needs including facilities, vehicles and technology, customer service, and future service expansion, including potential new modes such as Light and/or Commuter Rail, Bus Rapid Transit, Express Bus Routes, Microtransit and Vanpooling. The specific goals of the study are as follows:

- Analyze current transit needs, gaps and areas of potential improvement and enhancement; analyze the projected future population growth and service needs; determine the transit options required to effectively serve that need both within Cabarrus County as well as how to best connect with the greater Charlotte region over a 20 year horizon;
- Develop a plan that helps educate, inform and support the development of a cohesive, coordinated long term vision for investment in public transit in Cabarrus County; identifies opportunities, advantages, disadvantages, and barriers to enhancing services and/or expanding services provided now through 2038;
- Improve coordination and operational efficiency of the two current public transit organizations, examine the potential benefits and shortcomings of consolidating the existing Demand Response and fixed route transit systems; determine viable options moving forward for governance, oversight and management; examine opportunities for enhanced regional coordination with neighboring public and private transit systems and providers;
- Provide an analysis of needs in terms of service delivery, financial, staffing, real property and other capital, including rolling stock, infrastructure, technology, customer service, governance, and future expansion (including additional modes);
- Analyze current funding mechanisms, current and long term funding needs, provide a shortfall analysis, and determine potential new sources of funding necessary to meet projected needs;
- Prepare a plan for short (0-5 years), medium (5-10 years), and long term (10-20 years) steps to guide implementation and service delivery enhancements;
- Discuss full and limited funding alternatives



### 3. Current and Future Transit Markets and Development Patterns

Sections below represent current demographic and socioeconomic characteristics of Cabarrus County's population, employment, and travel patterns. Sources of data for the analysis include the United States Census Bureau American Community Survey (ACS) 1-year estimates for 2017 and 5-year estimates for 2012-2016, and the United States Census Bureau Longitudinal-Employer Household Dynamics (LEHD) dataset for 2015-2017. The LEHD dataset, produced through the Local Employment Dynamics Partnership, provides more detailed information on workers and work locations based on employer administrative records. Information from the United States Bureau of Labor Statistics for 2016 was used to determine unemployment statistics, and information from the North Carolina Department of Commerce was used to identify major employers in the study area. This section also highlights the growth and development patterns in Cabarrus County.

#### Demographics and Socioeconomics

Rider and CCTS service area includes all of Cabarrus County with Rider focusing on the transit needs in the municipalities of Concord and Kannapolis. Data was collected and refined accordingly to reflect county-level statistics. Current demographic and socioeconomic characteristics of the population are discussed in this section.

#### Population

Table 3-1 shows the current population and population growth for the service areas between 2010 and 2017. It is significant that the populations of Concord, Kannapolis and Cabarrus County grew at roughly twice the rate of North Carolina on both an overall percent change and an annualized rate. Figure 3-1, shows the population density of Cabarrus County, which is most dense along US 29 in Concord and Kannapolis.

**Table 3-1: Population growth from 2010-2017 in the service areas**

Geography	Census 2010 Population	2017 Population Estimate	Difference	Percent Change	Annualized Growth Rate
Kannapolis	42,625	48,806	6,181	14.5%	2.0%
Concord	79,066	92,067	13,001	16.4%	2.2%
Cabarrus County	178,011	206,872	28,861	16.2%	2.2%
North Carolina	9,535,483	10,273,419	737,936	7.7%	1.1%

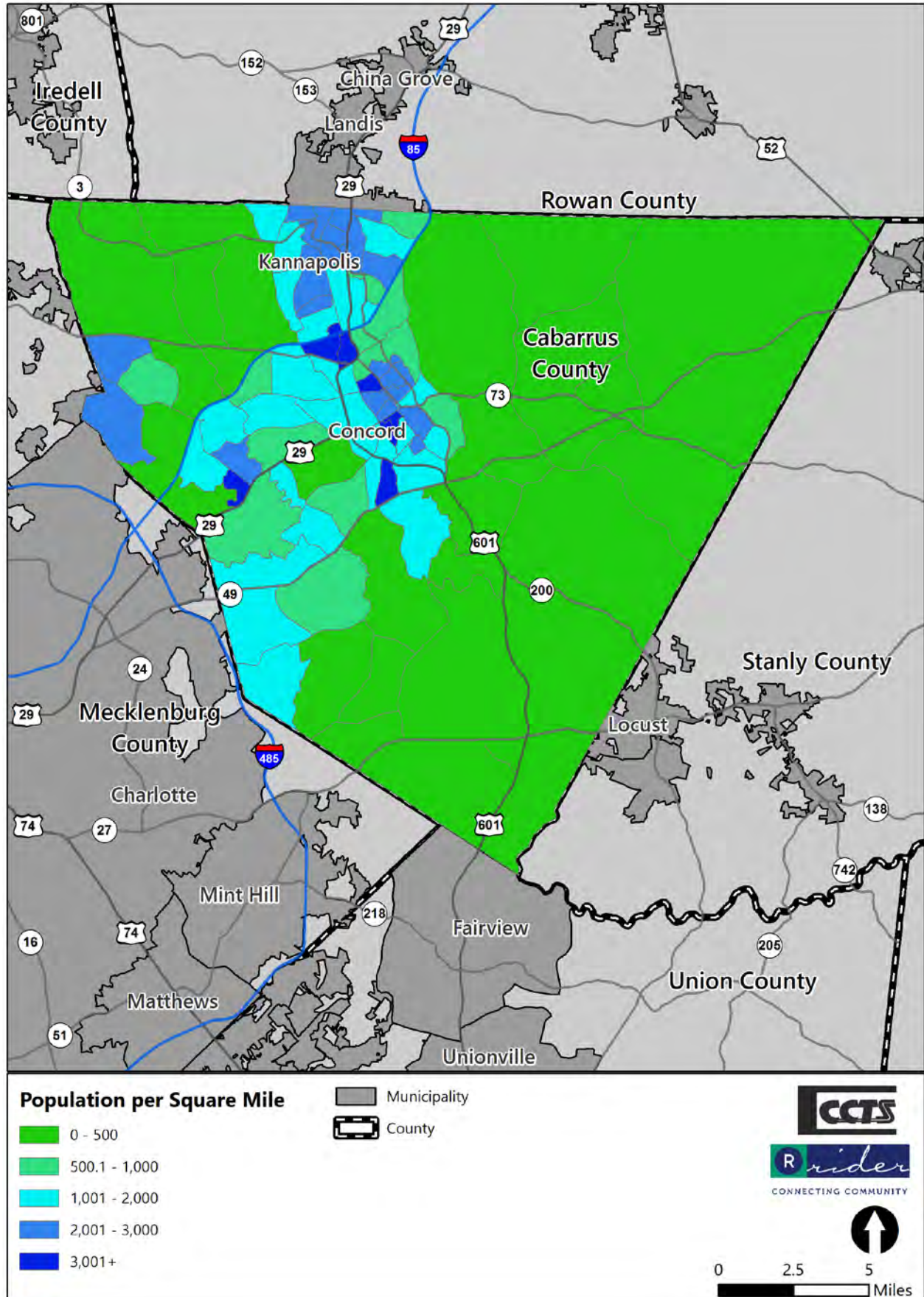
#### Projected Population Growth

Cabarrus County is expected to experience significant growth in population over the next 20 years. Table 3-2 shows the anticipated population growth of the County as projected by the North Carolina Office of State Budget Management (OSBM) through 2037, the furthest year that projections are available. According to the projections, the population is expected to grow by over 60 percent between 2010 and 2037, the majority of which will occur through migration.

**Table 3-2: Projected population growth in the service areas**

Year Range	Population Growth	Percent Population Growth	Natural Increase	Net Migration	Population at End of Period
2010-2020	39,297	22.1	9,601	29,696	217,409
2020-2030	40,918	18.8	10,460	30,458	258,327
2030-2037	28,713	11.1	6,136	22,577	287,040

Figure 3-1: Population density per square mile



## Transit Dependent Populations

Demographic and socioeconomic statistics are important in transit planning to understand the potential transit markets that exist in an area. Transit dependency is frequently related to factors such as disability status, age, level of income, and vehicle availability.

### Disabled Population

Summary information on disabled population is included in Table 3-3. Data on the disabled population is only available at the County and State level. Cabarrus County has a smaller disabled population as a percentage of the overall population than North Carolina.

**Table 3-3: Disabled Population**

Geography	Population	Disabled Population (Under 65)
Cabarrus County	206,872	13,860 (6.7%)
North Carolina	10,273,419	939,495 (9.7%)

### Age

The age of Concord, Kannapolis, and Cabarrus County residents is younger than the overall state with 3-4% more of the population under 18 years old, 1% less of the population between 18-65 years old, and 2-4% less of the population over 65 years old. The median ages for Concord and Kannapolis (35.8 and 35.3 years, respectively) are roughly two years younger than the median county age (37.7 years) and the state's median age (38.3 years).

### Income

Income level plays a large role in the modes of transportation available to an individual or a household. For 2016, the United States Census Bureau annual income that defined the poverty threshold for a family of four was \$24,563. Within Cabarrus County poverty rates, including very poor rates, are lower than the North Carolina average. Concord also has a lower poverty rate and very poor rate than the state, but it is slightly higher than the county rate. Kannapolis has a higher rate of poverty and very poor rate than both the county and state. Poverty rates are shown in Table 3-4. Figure 3-2 is a map of the percentage of the population living below the poverty level by Census block group. The areas with the lowest median household incomes can be found in and around Concord and Kannapolis along US 29.

**Table 3-4: Poverty rate by community**

Geography	Total Population for whom Poverty Status is Determined	Below Poverty Level		Very Poor: Under 50% of Poverty Level	
		#	%	#	%
Kannapolis	45,178	7,990	17.7%	3,453	7.6%
Concord	84,742	10,862	12.8%	3,993	4.7%
Cabarrus County	190,605	22,324	11.7%	8,770	4.6%
North Carolina	9,685,511	1,631,704	16.8%	709,029	7.3%

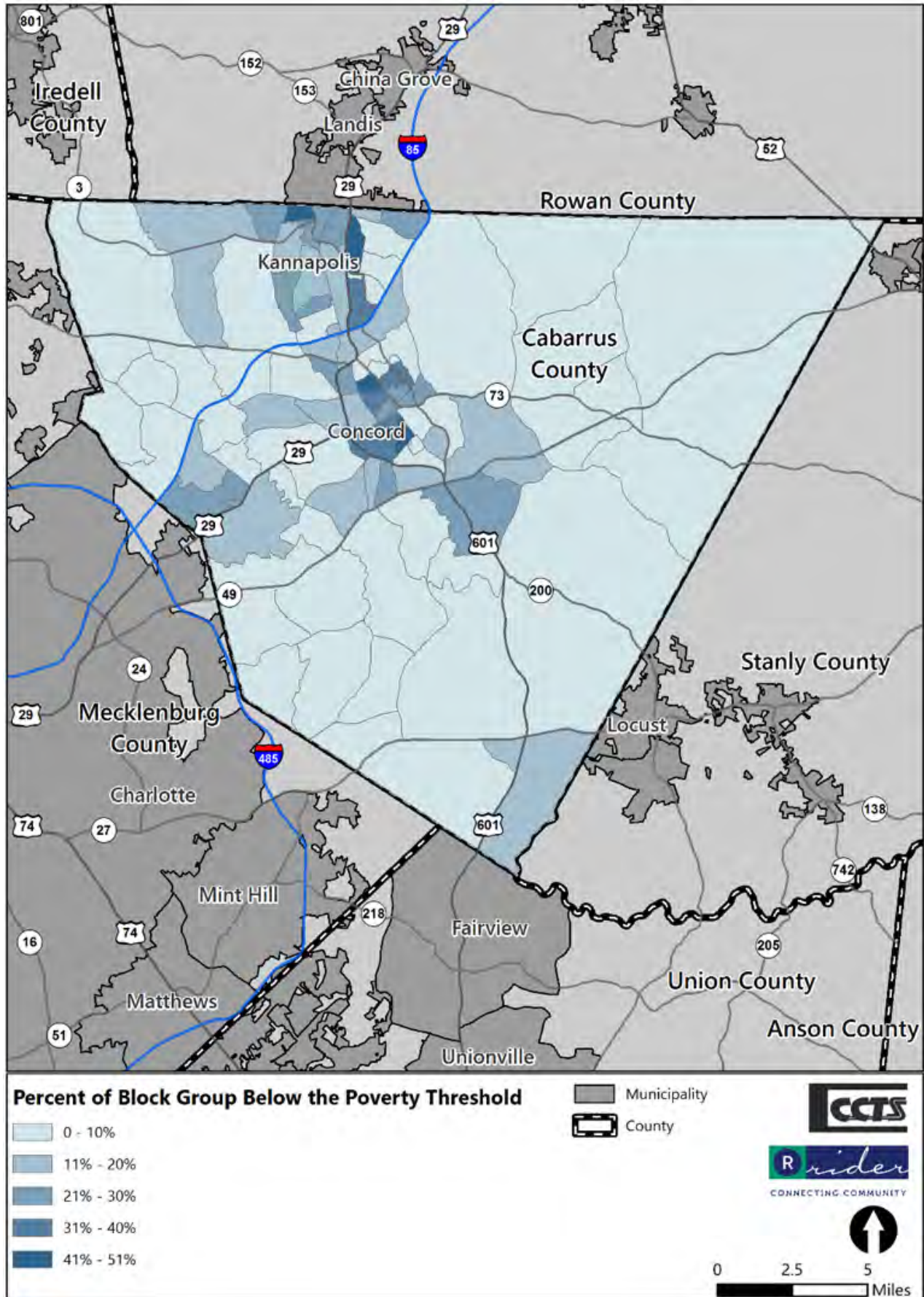
The ACS calculates median income for households based on the income of the householder and all other individuals 15 years old and over in the household. Median incomes in Cabarrus County (22.2%) and Concord (17%) are above the state average. Median income in Kannapolis is less than the state (5%) and less than Cabarrus County (22.2%).

**Table 3-5. Median income by community**

	Kannapolis	Concord	Cabarrus County	North Carolina
Median Household Income	\$45,863	\$56,459	\$58,970	\$48,256



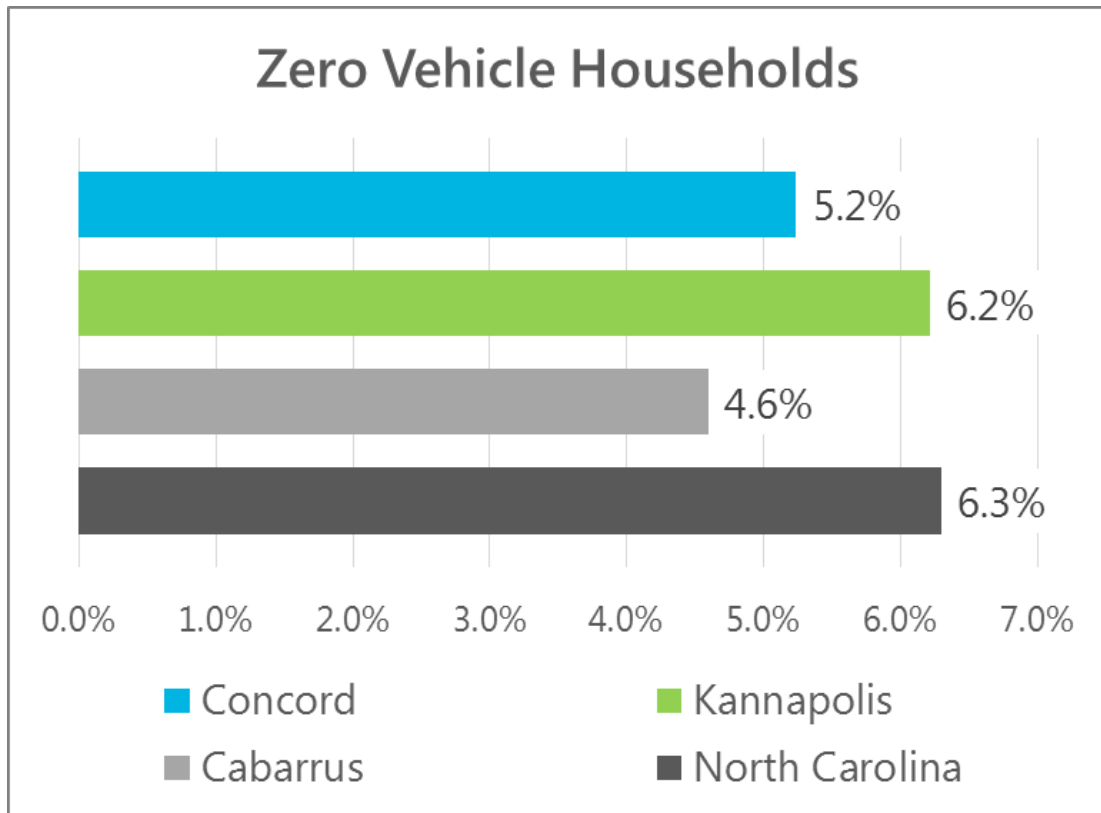
Figure 3-2: Poverty rates by block group



## Vehicle Availability

Vehicle availability can influence transit usage. Households with no vehicles available are more likely to rely on transit. Figure 3-3 shows the percentage of zero-vehicle households in Concord, Kannapolis, Cabarrus County and North Carolina. Concord and Kannapolis have lower rates of zero-vehicle households than the state but have higher rates than Cabarrus County. At 4.6 percent, Cabarrus County ranks 17<sup>th</sup> of North Carolina's 100 counties in terms of lowest rates of zero-vehicle households.

Figure 3-3: Vehicle availability



## Employment

In general, the trip to work is often the most frequent trip taken by fixed route riders. Large employment centers are commonly destinations for significant numbers of work-related trips, which make these locations important to accessing transit service. This section addresses both the work force within Cabarrus County, as well as where workers reside and are employed in the study area.

Labor force statistics are from the 2016 ACS and the unemployment rates are from the North Carolina Department of Commerce's 2017 Local Area Unemployment Statistics. These figures are shown in Table 3-6. The labor force participation rate in the service areas is higher than the comparative state rate, while the unemployment rate is lower than the state.

**Table 3-6: Unemployment rate**

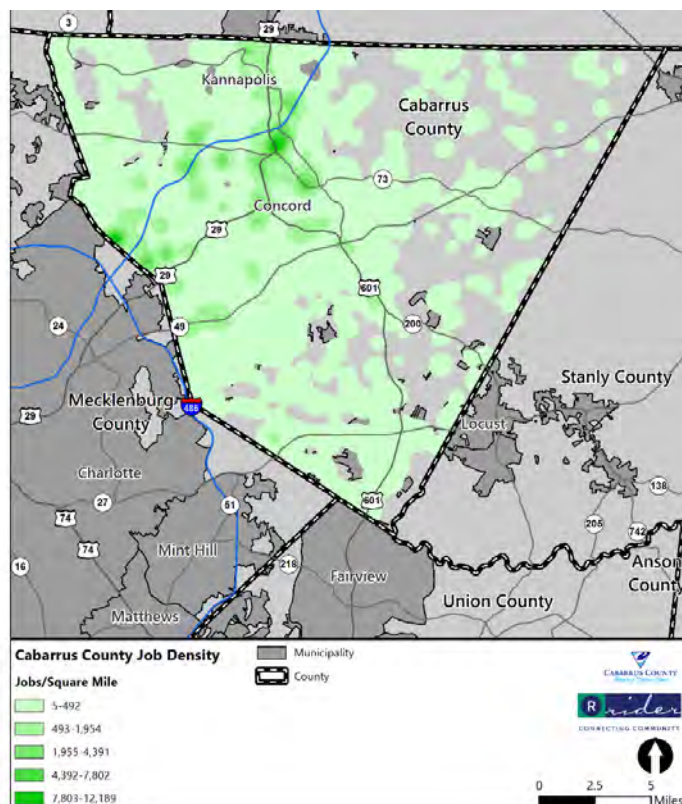
Geography	Labor Force Participation Rate	Unemployment - 2017
Concord	69.3%	4.0
Kannapolis	67.0%	4.2
Cabarrus County	67.8%	3.9
North Carolina	61.5%	4.3

*United States Census QuickFacts and NC Department of Commerce Local Area Unemployment Statistics*

## Jobs

In addition to ACS data, the Census Bureau's LEHD dataset, produced through the Local Employment Dynamics Partnership, provides further detailed information on workers and work locations based on employer administrative records. Job density in the region is shown in Figure 3-4. Jobs in Cabarrus County are concentrated in the vicinity of Concord and Kannapolis and along the Mecklenburg County border.

**Figure 3-4: Job Density in Cabarrus County**



## Largest Employers

The top employers in the Cabarrus County, with 500 or more employees, are listed in Table 3-7 as provided by Cabarrus Economic Development. The largest employer in the county is Atrium (formerly Carolinas Healthcare System) with 4,259 employees. Many of these employees work at Atrium Cabarrus, a regional 457-bed hospital in Concord. Other large employers include Amazon, which has a large sort center on Derita Road near the Concord-Padgett Regional Airport and distribution center on Hwy 73 in Kannapolis.

**Table 3-7: Employers with 500 or more employees in Cabarrus County**

ID	Employer	Number of Employees
1	Atrium Health	4,259
2	Concord Mills Mall	4,000
3	Cabarrus County Schools	3775
4	Amazon (Concord + Kannapolis)	2,350
5	S&D Coffee and Tea	1,239
6	Walmart	1,200
7	Cabarrus County	1169
8	City of Concord	1016
9	Speedway Motorsports, Inc	1,000
10	Shoe Show	1,000
11	Kannapolis City Schools	801
12	Corning	650
13	ACN	600
14	Hendrick Motorsports	600
15	Sysco Foods	500
16	Great Wolf Lodge	500

## Commuting Patterns

Commuting characteristics can help in understanding regional travel patterns and travel choices. Commuting data for the service area is shown in Table 3-8. Generally, more workers in the service area have longer commutes than the state. Workers also commute alone by auto at a greater rate than statewide and use alternative transportation choices for commuting at a lesser rate than the state. This indicates that the level of transit service currently provided is not on par with other urbanized areas in the state, making transit less attractive to commuters in Cabarrus County as an alternative transportation choice than it otherwise could be.

**Table 3-8: Commute statistics by community**

Commute Statistic	Kannapolis	Concord	Cabarrus County	North Carolina
Mean commute time	26.1	26.9	27.5	24.1
Commute alone by auto	85.3%	86.9%	87.1%	85.3%
Commute by carpool	11.9%	11.2%	10.9%	10.3%
Commute by public transportation	0.2%	0.8%	0.5%	1.1%
Commute by bike/ped	1.0%	0.5%	0.7%	2.2%
Commute by other mode	1.5%	0.5%	0.8%	1.1%
Travel time to work less than 15 minutes	25.8%	23.7%	21.2%	27.8%

According to the 2017 LEHD data estimates, 41,390 employees reside in Cabarrus County and work in Mecklenburg County. 16,804 employees live in Mecklenburg County, work in Cabarrus County. An additional 6,678 employees live in Rowan County and work in Cabarrus County. **Between Mecklenburg and Cabarrus County alone, there are 58,194 commuters totaling 116,338 trips daily to and from work.** Improvements to Interstates 85 and 485 in recent years, as well as the recent completion of the CATS Blue Line Extension Light Rail Line, have made commuting to and from employment centers in Mecklenburg County and Cabarrus County all the more appealing to existing residents, as well as new residents moving into the area from other parts of the state and country.

Figure 3-5 shows the location of where workers in Cabarrus County reside based on LEHD data. Workers who reside in Cabarrus County are concentrated in Concord and Kannapolis, with a lesser concentration around Mount Pleasant. There is also a concentration of workers who reside in the northeastern part of Mecklenburg County near the University area.

Figure 3-6 shows the location of where the residents of Cabarrus County work based on LEHD data. There are concentrations of residents who work in downtown Concord and at various locations around Interstate 85. In addition, there are a number of residents of Cabarrus County who have work related trips traveling to Uptown Charlotte, the University of North Carolina at Charlotte area, and throughout Mecklenburg County.



Figure 3-5: Place of residence for Cabarrus County workers

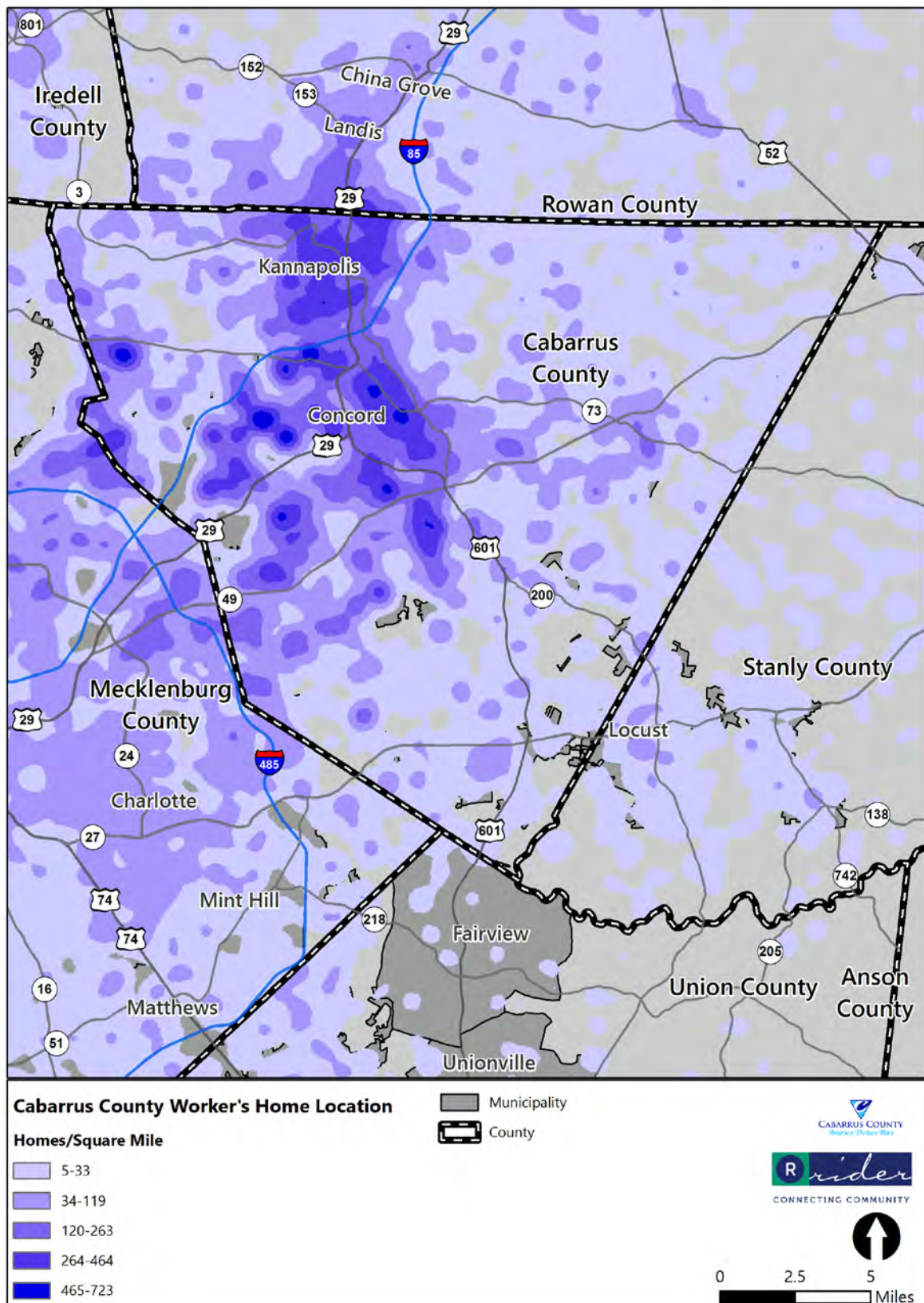
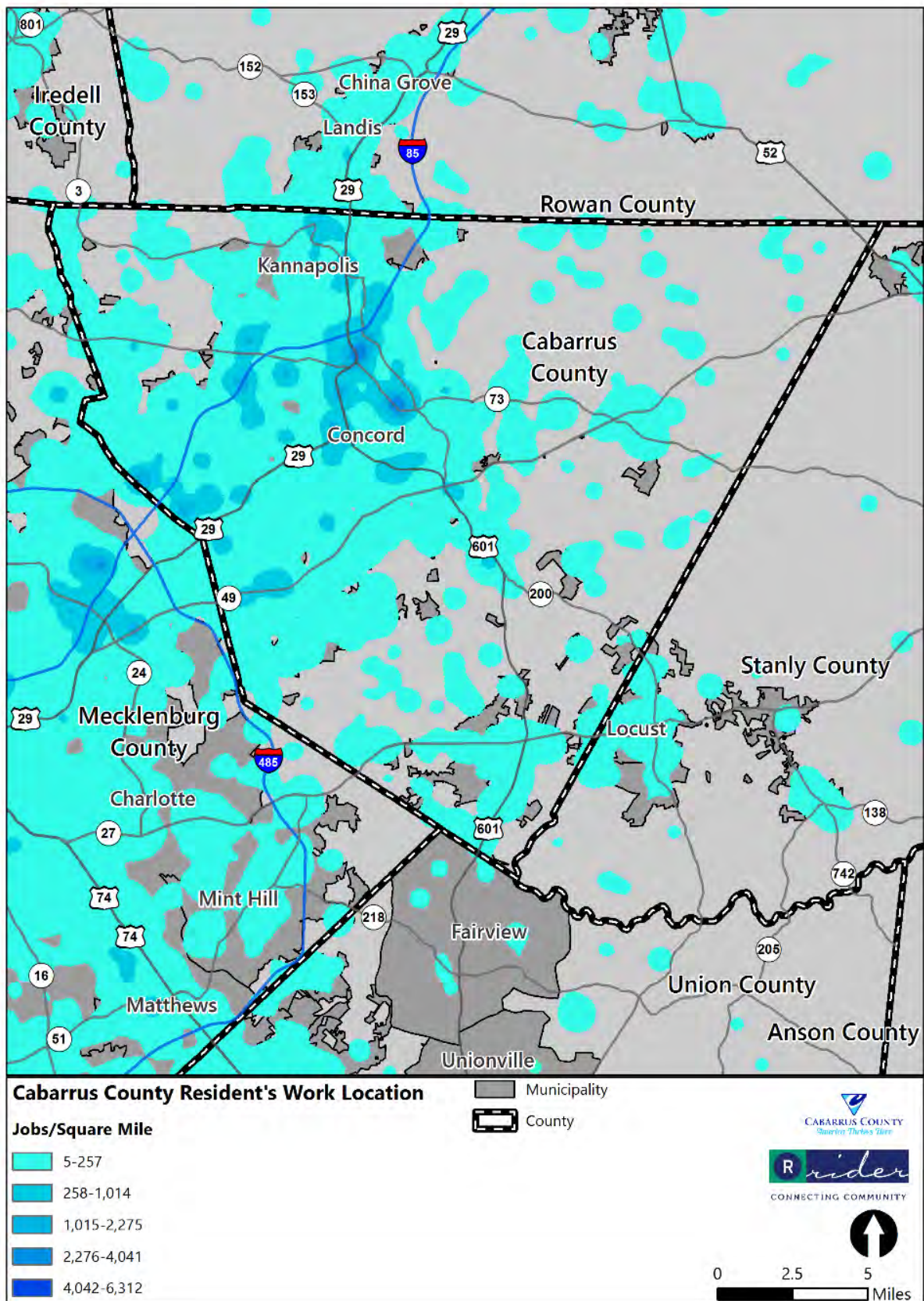




Figure 3-6: Place of work for Cabarrus County residents





## Proposed and Planned Development

There are numerous proposed and planned developments within Concord and Kannapolis (proposed development activity was unavailable for the remainder of the county). Proposed and planned development is important to consider in transit planning as it can be an indicator of future population and employment density that may require future transit and mobility options. The proposed development activity in the county broken out by type of development. There are currently 30 commercial developments, 9 industrial developments and 30 residential developments being considered just within Concord and Kannapolis. Much of the commercial and industrial development is concentrated along the I-85 corridor and in downtown Kannapolis, with other notable sites including the 1,600+ acre property, The Grounds at Concord, on Concord Parkway (Hwy 29), and a new development, Kannapolis Crossing, with a new interchange off of I-85 with over 700,000 square feet of commercial property and about 700 homes. Residential development is more dispersed, with some concentrations along Kannapolis Hwy (NC 73) and near downtown Concord.



## 4. Existing Transit Conditions

Cabarrus County has six incorporated jurisdictions: Concord, Kannapolis, Harrisburg, Locust, Midland, and Mt. Pleasant. According to the 2010 Census, 214,881 people resided in the Concord UZA, 178,011 in Cabarrus County. The 2016 population estimate of Cabarrus County projected growth to 201,624. With a current forecasted growth rate of nearly 90% percent in the next two decades, Cabarrus County's population is expected to increase to 338,000 people by 2035. The Metrolina area, including the Charlotte UZA and Concord UZA, is one of the fastest growing in the country and is expected to continue to be through 2050. These population growth factors, coupled with the increasingly congested travel already being experienced today, present both a challenge and opportunity to examine options to improve public transportation services to the residents and visitors of Cabarrus County as the area continues its meteoric growth.

The City of Concord (FTA ID #6288) is the Designated Recipient for FTA funds in the Concord UZA and is responsible for the overall coordination of the regional transportation planning process and project programming and development activities through a partnership with the Cabarrus Rowan MPO. Each transit agency in the Concord UZA is responsible for transit operational and strategic planning, including program administration, marketing, operational, and planning studies, transit asset management and capital investments, and financial planning related to management and operations of the transit systems.

Cabarrus County has both fixed route and demand response public transit services. The transit providers, Rider Transit and CCTS, provide public transportation in the cities of Concord and Kannapolis, the rural areas of the county, and special program specific, limited services across the county. Each transit provider is highlighted in the following sections.

### Rider Transit

With their eye-catching green, purple and white paint scheme, Rider Transit vehicles serve the urbanized communities of Concord and Kannapolis in Cabarrus County, North Carolina. Rider provides fixed route bus service on seven local fixed routes as well as the Concord Charlotte Express (CCX), a regional express route which connects passengers traveling from Cabarrus County to the Charlotte metropolitan area. Americans with Disabilities Act (ADA) Complementary Paratransit service is provided within  $\frac{3}{4}$  of a mile of the seven local fixed routes. Fixed route and ADA Paratransit services operate seven days a week, 5:30 a.m. to 8:30 p.m. - Monday through Friday and 8:30 a.m. to 8:30 p.m. on Saturdays and Sundays.

CONNECTING COMMUNITY



Concord Kannapolis Area Transit

Rider offers multiple options for the payment of fares. Currently, fareboxes accept both coins and cash. Drivers cannot make change; instead a "Spare Fare Card" is issued that can be used to pay for future rides. Passes are available in 10 rides, 1 day, 7 day, and 31-day increments and can be purchased at the Rider Transit Center. ADA Paratransit 10 ticket booklets can be purchased at the Rider Transit Center or from the Paratransit drivers for cash only.



Reduced fares are available for fixed route service for qualified individuals: persons with disabilities, riders 65 and older, Medicare card holders (with photo ID), and current students with a valid school ID and proof of enrollment. An application must be submitted to receive a Reduced-Fare ID Card.

Rider's fare structure is summarized in Table 4-1.

**Table 4-1: Rider fare structure**

Fare Type	Regular Fare	Reduced Fare
Regular routes	\$1.25 per ride	\$0.60 per ride
Children under age 5		Free
Transfer to local routes		Free
ADA paratransit trip		\$2.00
ADA paratransit 10 ticket booklet		\$20.00
1-Day pass	\$4.00	\$2.00
10-Ride pass	\$10.00	\$5.00
7-Day pass	\$12.00	\$6.00
31-Day pass	\$40.00	\$20.00

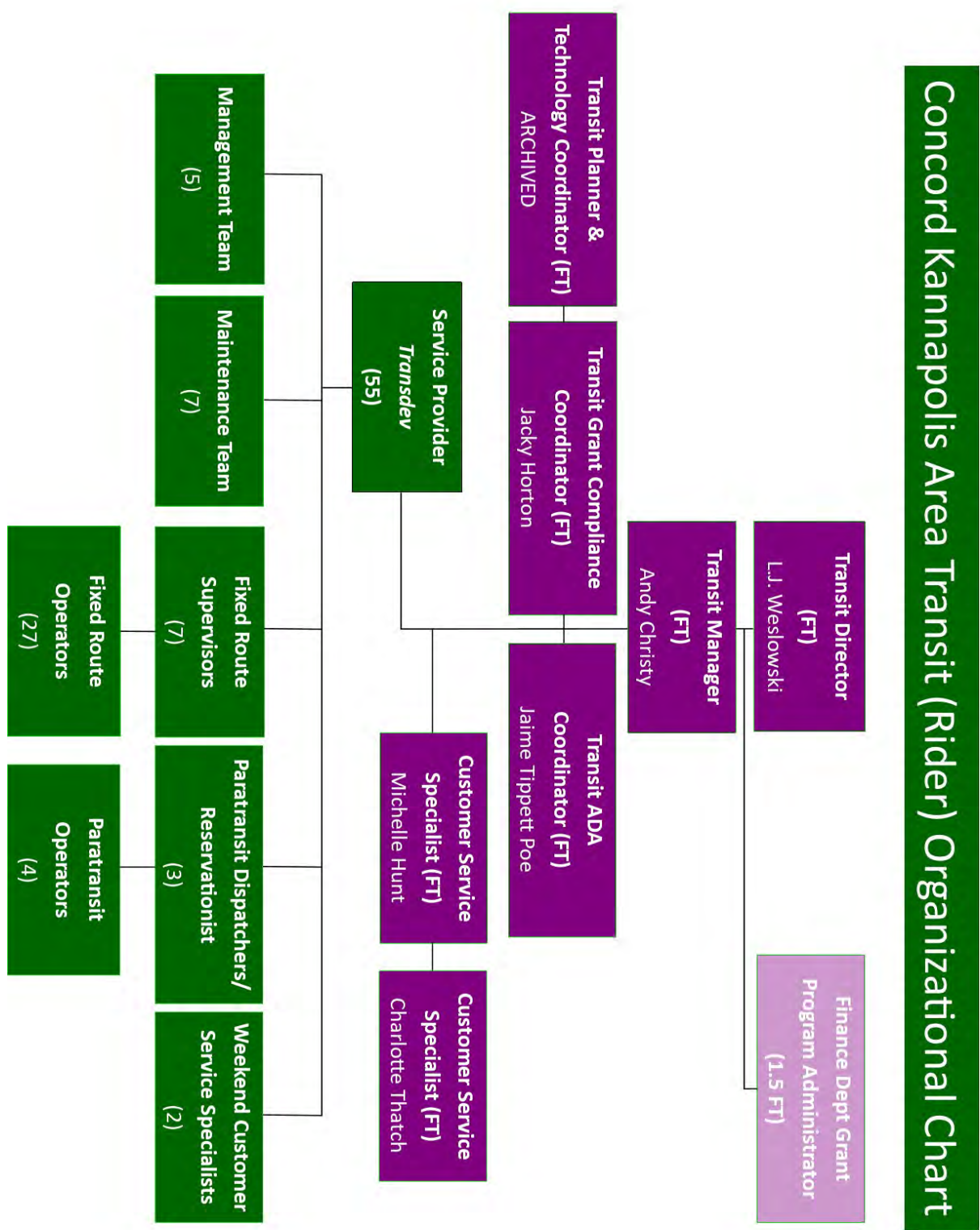
In mid-2020 Rider will complete implementation of a digital fare payment system, TouchPass, onboard all 17 vehicles. The digital fare payment system allows additional, more flexible options to purchase transit passes and hold stored value for fares. This includes both mobile (phone) and smart card technology platforms for payment. It also allows Rider to implement fare capping, insuring no passenger pays more than \$40 at most in a given 31 day period, if they pay for each trip individually.

## Governance and Management

Rider, a joint project of the cities of Concord and Kannapolis, is a department within the City of Concord. As the lead agency for the receipt of Federal funds, it is ultimately governed by the Concord City Council, with oversight by the 5 member Concord Kannapolis Transit Commission, made up of 2 members of Concord City Council and 2 members from Kannapolis City Council and the mayoral representation alternates between the 2 municipalities annually. There are seven full-time department positions, and include the Transit Director, Transit Manager, Transit Grant Compliance Coordinator, Transit ADA Coordinator, two Senior Customer Service Representatives, and a Transit Planner and Technology Coordinator-which is currently an archived position. These positions are color coded as purple in Figure 4-1. The Grant Program Administrator is a 1.5 full-time position between Rider and the Concord Finance Department. This position is noted in light purple in the organizational chart. Rider contracts with a private sector transit service provider to operate the fixed route and ADA Paratransit service. The current provider is Transdev with 55 positions that are color coded as dark green in the organizational chart. The 55 positions are comprised of a management team (5 positions), maintenance team (7), fixed route supervisors (7), paratransit dispatchers (3), weekend customer service specialists (2), fixed route operators (27), and paratransit operators (4).



Figure 4-1: Rider organizational chart



## Rider Transit Center

All Rider services are based out of the Rider Transit Center, located at 45 Transit Court Northwest, in Concord. The transit center was opened the end of November 2010 and was designed to meet the Leadership in Energy and Environmental Design (LEED) Certified Silver standards. Sustainable features of the facility include recycled materials, locally sourced materials, low emitting VOC paints and adhesives, water efficient landscaping, and the extensive use of natural light. The center has ten covered sawtooth-style bus bays, indoor and outdoor customer waiting areas, customer service office, employee breakroom, police substation office, four administrative staff offices, a conference room that seats up to 20 people, electronic signboards with real-time bus information, and multiple restrooms. Rider Transit operations, maintenance, fixed Route and Paratransit dispatch, and Paratransit scheduling are based outside of the Rider Transit Center at the Transdev facility.





## Rider Transit Operations and Maintenance Facility

Rider's Operations and Maintenance facility is located at 2030 Wilshire Court SW in Concord, 5.6 miles from the Rider Transit Center. The vehicles are stored outside in a secured, fenced area. The building has video surveillance covering the vehicle parking areas, entrances, exits, and the cash handling areas. The facility on Wilshire Court houses contract staff including:

- Offices for General Manager, Assistant General Manager, Safety and Training Manager, Human Resources/Generalist, and Maintenance Manager
- Paratransit Reservation and Dispatch and Fixed Route Dispatch
- Maintenance facility to perform preventative maintenance and medium duty repairs on all vehicles
- Wash bay where vehicle exteriors are washed at least every three days unless circumstances warrant more frequent service and daily interior cleaning and bi-weekly interior deep cleaning
- Prior to beginning service and upon completion of service, driver complete a pre and post-trip inspection with ZONAR electronic vehicle inspecting tool

All heavy repairs that cannot be completed at the Operations and Maintenance Facility are outsourced to local vendors.

## Amenities

Rider provides several types of passenger amenities at its bus stops and on its transit vehicles to promote safety and enhance passenger experience. Shelters with seating and trash cans have been installed at stops that have an average ridership of 10 or more riders per day to provide comfort and shelter from the elements to riders. Shelters are outfitted with solar lighting to improve the safety and security of riders. Maps and schedules are posted at all stops to assist with navigating the transit system. At stops that average six or more riders per day, Simme-Seats (a type of seating specifically designed to be comfortable and durable at bus stops) are planned to be installed. Trash receptacles are located at many additional bus stops to promote a clean environment.



Rider buses feature complimentary Wi-Fi, which further enhances passenger experience. The two newest buses in the fleet have USB charging outlets at each seat, allowing riders to charge their phones and other devices while on the bus. Complimentary Wi-Fi and charging outlets are important amenities for attracting ridership, particularly in commuter markets.

## Vehicle Fleet

The Rider vehicle fleet consists of ten hybrid electric buses for fixed route service as well as four LTVs and three vans for its ADA Paratransit service. Each fixed route bus is equipped with a bicycle rack that can accommodate up to two bikes. The vehicle fleet has an average age of 4.6 years as of October 2019. Eight out of the ten hybrid buses were acquired in 2014 and the remaining two in 2017. The Paratransit vans are from 2016 and the LTVs from 2017. Rider's young vehicle fleet allows it to provide quality transit service with minimal vehicle breakdowns and lower maintenance costs. Rider's service provider, Transdev, maintains the vehicle fleet at its Operations and Maintenance Facility in Concord. The existing vehicle fleet is summarized in Table 4-2.

The Federal Transit Administration (FTA) has a minimum useful life policy in place for transit vehicles procured with federal money. The "useful life" refers to the recommended age and mileage that should be reached before having to replace a vehicle. This standard is determined based on the type of vehicle. Based on the most recent FTA guidance, the minimum useful life for the Rider buses is 12 years of service, or 500,000 miles, whichever comes first. The useful life for the LTVs is 7 years or 200,000 miles; and for the light duty vehicles vans it is 4 years or 100,000 miles. Based on these FTA criteria, none of the current Rider Transit vehicles have met their useful life,

**Table 4-2: Rider vehicle fleet as of November 2019**

Vehicle Type	Make – Model (Year)	Ambulatory Seats	Non-Ambulatory Seats	Mileage	Age (Years)
Bus	New Flyer - 35' Hybrid HD LF BRT (2017)	32	2	142,760	2
Bus	New Flyer - 35' Hybrid HD LF BRT (2017)	32	2	164,952	2
Bus	Gillig - 35' Hybrid HD LF BRT (2014)	32	2	376,313	5
Bus	Gillig - 35' Hybrid HD LF BRT (2014)	32	2	369,843	5
Bus	Gillig - 35' Hybrid HD LF BRT (2014)	32	2	358,145	5
Bus	Gillig - 35' Hybrid HD LF BRT (2014)	32	2	378,320	5
Bus	Gillig - 35' Hybrid HD LF BRT (2014)	32	2	374,203	5
Bus	Gillig - 35' Hybrid HD LF BRT (2014)	32	2	377,896	5
Bus	Gillig - 35' Hybrid HD LF BRT (2014)	32	2	366,539	5
Bus	Gillig - 35' Hybrid HD LF BRT (2014)	32	2	393,909	5
Light Transit Vehicle	Ford - E450 (2017)	15	2	50,528	2
Light Transit Vehicle	Ford - E450 (2017)	15	2	54,654	2
Light Transit Vehicle	Ford - E450 (2017)	11	2	34,642	2
Light Transit Vehicle	Ford - E450 (2017)	11	2	19,087	2
Van	Ford - Transit 350 (2016)	8	2	98,600	3
Van	Ford - Transit 350 (2016)	8	2	97,211	3
Van	Ford - Transit 350 (2016)	8	2	92,563	3



## Rider Performance Data

The transit service performance of the Rider system was assessed at both the individual route and system-wide levels. Appendix B includes a fact book to compare the operational, performance, and demographic indicators of each route. A description of each route follows Table 4-3

## System Performance

An analysis of Rider's fixed routes was performed to provide a system-wide analytical perspective. The analysis was based on the five performance indicators reported for each route:

- Operating expenses per revenue mile
- Operating expenses per revenue hour
- Operating expenses per unlinked passenger trip
- Passengers per revenue hour, and
- Passengers per revenue mile

**Table 4-3: Summary of Operational and Performance Indicators**

	Blue	Green	Orange	Purple	Yellow	Red	Brown	CCX
Annual Unlinked Passenger Trips	67,002	56,023	85,366	53,758	44,200	43,793	39,701	31,487
Annual Vehicle Revenue Miles	81,274	72,244	67,800	69,454	86,664	128,082	71,960	136,686
Annual Vehicle Revenue Hour	5,073	5,073	5,073	5,073	5,073	5,073	5,073	5,073
Contractor Cost	\$63.36	\$63.36	\$63.36	\$63.36	\$63.36	\$63.36	\$63.36	\$63.36
Average MPG	5.16	5.16	5.16	5.16	5.16	5.16	5.16	5.16
Fuel Cost	\$1.96/gallon	\$1.96/gallon	\$1.96/gallon	\$1.96/gallon	\$1.96/gallon	\$1.96/gallon	\$1.96/gallon	\$1.96/gallon
Annual Total Fuel Cost	\$30,780.23	\$27,360.20	\$25,677.05	\$26,303.75	\$32,821.50	\$48,507.06	\$27,252.77	\$51,765.93
Annual Operating Cost	\$352,205.51	\$348,785.48	\$347,102.33	\$347,729.03	\$354,246.78	\$369,932.34	\$348,678.05	\$373,191.21
Operating Expense Per Revenue Mile	\$4.33	\$4.83	\$5.12	\$5.01	\$4.09	\$2.89	\$4.85	\$2.73
Operating Expense per Unlinked Passenger Trip	\$5.26	\$6.23	\$4.07	\$6.47	\$8.01	\$8.45	\$8.78	\$11.85
Passengers per Revenue Hour	13.21	11.04	16.83	10.60	8.71	8.63	7.83	6.21
Passengers per Revenue Mile	0.82	0.78	1.26	0.77	0.51	0.34	0.55	0.23

Route 1 (Blue) is a high performing route, having the second highest number of annual unlinked annual passenger trips in the Rider system (67,002).

Route 1 serves key destinations including the Cabarrus County Department of Human Services, A.L Brown High School Kannapolis Train Station, YMCA and Senior Center, the Kannapolis Library, and Downtown Kannapolis. Stop activity is less along portions of Route 1 north of the Kannapolis Train Station. The lower density residential areas north of downtown Kannapolis are challenging to serve with fixed route transit service. The route currently makes a couple loops, which provides more coverage at the expense of efficiency and travel time. There may be opportunities to serve these neighborhoods with other transit service types such as general public demand response or microtransit. Smaller transit vehicles would be used to operate public demand response or microtransit, which would address the current challenge of Route 1 navigating smaller streets with tighter turning radii.

There are several projects slated for downtown Kannapolis including a new ballpark, 280+ multifamily apartment development, office, and retail. Route 1 will play an important role in providing mobility to these new residents and workers. Ridership would be expected to increase as these developments come online.

Route 2 (Green) performs slightly above average compared to the other fixed routes. According to boarding and alighting data from June 26, 2018, stop activity, greater stop activity occurs at the Rider Transit Center, Home Depot, and Walmart (Northlite). Other locations of interest include: Penny lane and Copperfield Boulevard in Concord, Coldwater Ridge Apartments, Dale Earnhardt Boulevard in Kannapolis, Centergrove Road in Kannapolis, and Atrium Health Copperfield Imaging Center. The design of Route 2 is circuitous in sections which allows for greater coverage but comes at the expense of travel time and efficiency. Portions of route are lower density residential or undeveloped such as a segment along South Little Texas Road. This region of the service area may be served with public demand response or microtransit instead of fixed route service. Deploying a different transit service type could be more responsive and more efficiently use system resources.

Route 3 (Orange) is Rider's highest performing route with 85,366 annual unlinked passenger trips compared to a system average of 52,666. Percentages of low-income, minority, zero vehicle households, persons with disabilities, populations 17 years or under, and populations 65 years or older are all greater within a half mile of Route 3 than they are within a half mile of the fixed route system. The population density within a half mile of Route 3 exceeds the system average.

The success of Route 3 is likely due to the major trip generators that it serves: Carolina Mall, Downtown Concord, Logan Community and Logan Center, and Atrium Cabarrus (formerly Carolinas Medical Center Northeast). Stop activity is higher at these trip generators as well as at the following stops: Church Street and Means Avenue, Church Street and Locke Mill Plaza, Corban Avenue and Georgia Street, and Lincoln Street and Logan Medical Center. Stop activity is lower along Lincoln Street, Old Charlotte Road, Rutherford Street, and Wilshire Avenue. There may be opportunities to streamline Route 3 by combining portions of it with Route 4 (Purple). Furthermore, a new transit hub is recommended for Concord to facilitate more effective travel within Concord. Fixed routes and/or microtransit could be based out of this hub that would serve some portions of Route 3 to allow Route 3 to target the Concord-Rider Transit Center connection with improved efficiency.

Route 4 (Purple) Over the past fiscal year, the total boardings on Route 4 trended with the system average. The population density within a half mile of Route 4 exceeds the system average. Stop activity is uniform throughout the route with the exception of the following stops where activity is greater: Concord Commons Walmart, Kerr Street, and Meisenheimer Drive. Other stops of interest include: Cabarrus Business/Technology Center-Rowan-Cabarrus Community College (RCCC), the Social Security Office and the Gibson Village residential area. Apartments and single-family homes are located near Kerr Street and Meisenheimer Drive stop location.

Challenges for Route 4 include congestion on Concord Parkway, circulation at Walmart, and the location of and resulting stop order of the Social Security office. Route 4 currently enters the Walmart parking lot, which although convenient, can present conflicts between buses and parking lot traffic. There may be routing alternatives to avoid

entering the parking lot, but it would be at the expense of passengers having farther to navigate to and from Walmart to any alternative stop locations. The Social Security stop is one of the last stops on the inbound portion of Route 4, which means that riders whose destination is the Social Security office and who board at the transit center have a longer travel time. At the same time, the return trip from the Social Security office to the transit center is shorter. Ideally, the office would be served on both outbound and inbound trips. However, the closest intersection, Concord Parkway and Florence Street and internal roadway circulation, presents a barrier for both pedestrian and vehicle movement as the parkway is six lanes without pedestrian crossing accommodations, and the internal road network does not allow for outbound service to the Social Security office. A new transit hub is recommended for Concord to facilitate more efficient travel within Concord, which would provide an opportunity for potential route modifications to Route 4.

**Route 5 (Yellow)** Route 5 serves smaller percentages of identified demographic groups than the Fixed Route system overall, except for the population 17 years and under. The greatest boardings are at Rowan Cabarrus Community College, followed distantly by the Country Club Drive and Starbucks stop at Carolina Mall. Other important stops are Amazon and Target in Afton Ridge, and multiple apartment complexes found along the route.

The performance of this route is likely related to the sparse development pattern that the route serves, which is reflected in the population density measure. Trip generators along Route 5 are located further apart and segments of the route are undeveloped such as parts of Davidson Highway. Businesses within the International Business Park at Concord are spread out with a lack of effective internal roadway circulation, which is not as conducive to Fixed Route transit. However, alternative transportation options may be implemented to best serve these office park locations.

Opportunities for Route 5 include partnering with businesses to implement a rideshare or vanpool program. Rideshare or vanpool programs enable employees to share their commute to and from their place of work. This type of transit service may be better suited to the existing development pattern than Fixed Route transit.

**Route 6 (Red)** is the second longest route in the Rider system at 27.09 miles. Significant portions of the route are along I-85 with no stops as it is essentially an express route along the Interstate segments in order to reach the Exit 49 corridor. Stop activity is greatest at the Entrance 7/AMC Theatres stop at Concord Mills. Route 6 connects with CATS Route 54 at this location. This Route also serves RCCC South Campus, Walmart on Thunder Road and the hotels east of Concord Mills including the Embassy Suites and Concord Convention Center.

A unique challenge for Route 6 is providing effective circulation within the Concord Mills corridor. Currently the route serves Concord Mills and then hotels and restaurants to the east before returning to the transit center via I-85. This routing pattern provides effective service between the Rider Transit Center and the Concord Mills area but makes trips within the corridor inefficient, and practically speaking impossible for passengers to move effectively through the corridor. For example, a trip from the Concord Mills Mall entrance to Embassy Suites would take six minutes while the return trip (Embassy Suites to the mall) would take 54 minutes.

In addition to inefficiencies, not all destinations are served within the corridor due to time constraints. The Charlotte Motor Speedway is located 1.3 miles east of the Embassy Suites stop but is not served by transit. During events, activity between the hotels and speedway is significant. Concord-Padgett Regional Airport is 1.2 miles north of Walmart and is also not served by transit. The airport has regularly scheduled commercial flights and should be included in future service planning. A Concord Mills circulator service would address these shortcomings, with Route 6 serving as a connection between the circulator and the Rider system. Congestion on I-85 is another challenge for Route 6, which can often affect its on-time performance.

**Route 7 (Brown).** During the past fiscal year, total boardings on Route 7 were consistently below the system average. The route serves a greater percentage of households without vehicles, persons with disabilities, population 17 years and under, and population 65 years and over compared to the system. Stops with the greatest boarding and alighting activity are the Kannapolis Train Station, Downtown Kannapolis, the North Carolina Research Campus, Cabarrus Health Alliance, Leonard Avenue and Bell Street, Richard Avenue and Cabarrus Arms Apartments, Rainbow Drive and Westgreen Drive, and Bethpage Road and Aileen Avenue.



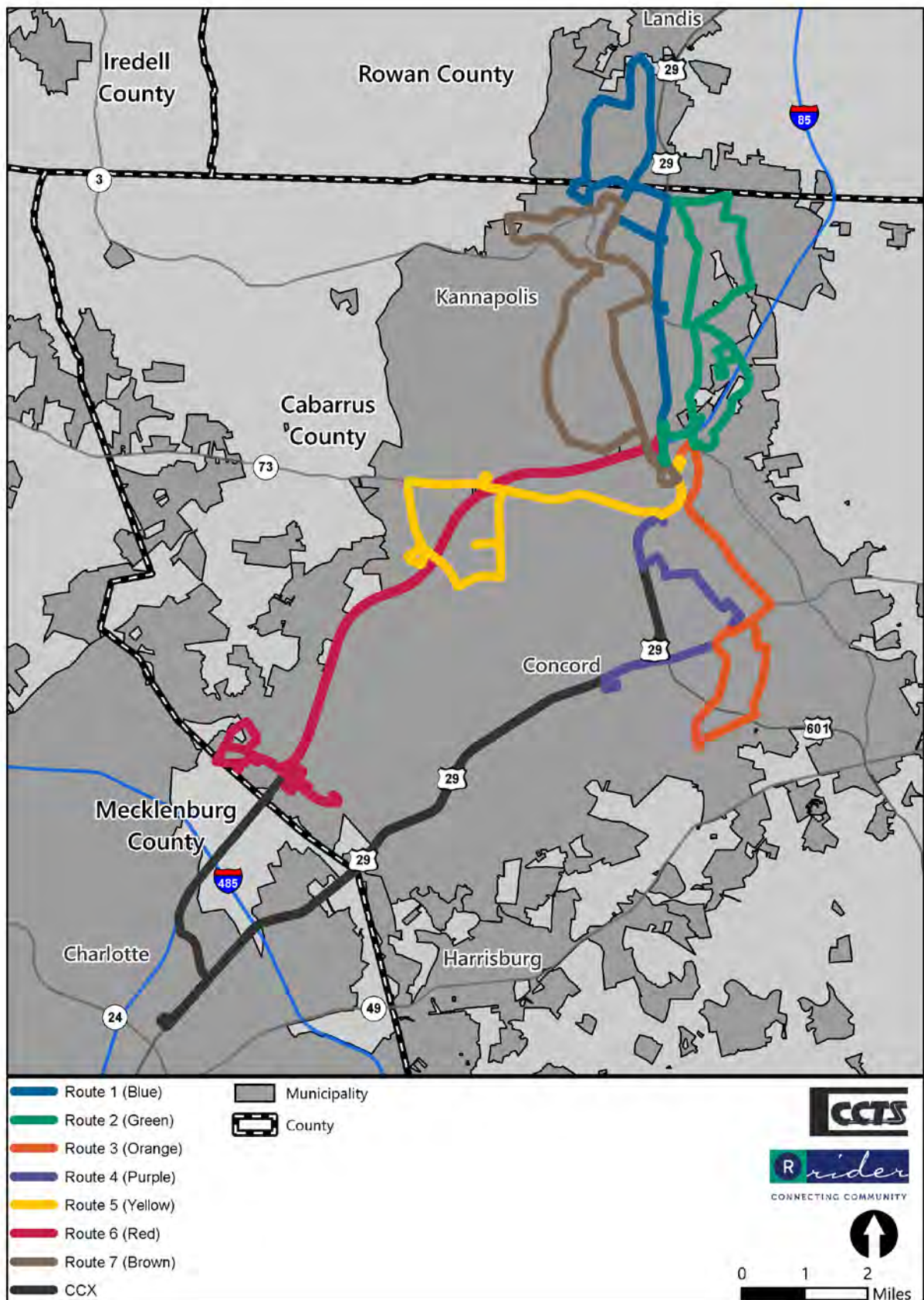
The design of Route 7 is circuitous in sections which, like Route 2, allows for greater coverage but comes at the expense of travel time and efficiency. Another primary challenge for Route 7 is the lower density development pattern that is not as conducive to Fixed Route transit. Combine, these two points likely explain the lower annual unlinked passenger trips. Stop-level boarding data suggests that most activity is occurring at the south end of the route at the Rider Transit Center and north end of the route in downtown Kannapolis. Above average stop activity occurs at apartments along Bethpage Road and Rainbow Drive. Given this data, there may be opportunities to implement other types of transit services such as public demand response or microtransit to serve lower density areas and allow the Fixed Route to concentrate on the higher ridership trips between the Rider Transit Center and downtown Kannapolis.

Route 8 (CCX) is the longest route in the Rider system at 28.91 miles. It is currently Rider's only regional route, connecting Cabarrus County with the CATS Lynx Blue Line light-rail system at the JW Clay Station. The route began operating in March 2018. According to stop boarding and alighting data, the most popular stop on the CCX is the JW Clay Light Rail Station as would be expected, followed by The Village/Big Lots stop, where a passenger park & ride is located.

The key strength of this route is providing a new transit connection between Cabarrus County and Charlotte seven days a week. In the short timeframe that the route has operated, it has proved to be very popular. The most common complaint about the CCX is that it does not run late enough. For passengers making additional route connections coming back from Charlotte, passengers must be on the 6:56pm departure from the JW Clay stop. Targeted marketing campaigns may assist in increasing awareness of this new service and its benefits, particularly for Cabarrus County commuters during the morning and afternoon peak periods. The CCX should continue to be monitored based on these operational and performance metrics to identify any service issues requiring attention. As development patterns continue to change in Cabarrus County, the locations of future park and ride areas should be considered to help promote the work trips accommodated by this route.



Figure 4-2: Current Rider Fixed Route Transit system

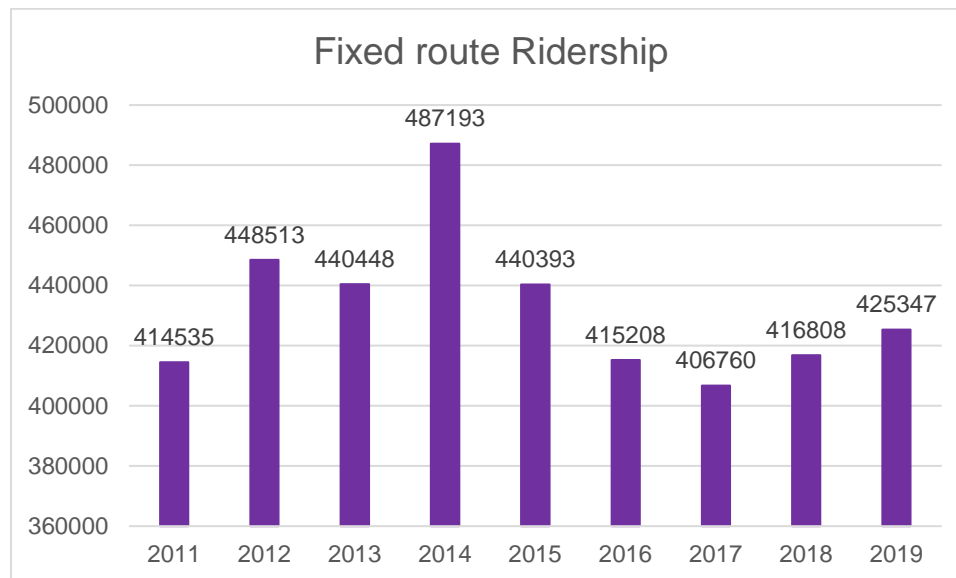




## Ridership Trends

Trends in ridership between 2011 and 2019 were analyzed based on historical data provided by Rider by Calendar Year. As shown in Figure 4-3 Fixed Route ridership has increased overall between FY 2011 and FY 2018 from 414,535 to 425,347 annual trips, peaking at 487,193 in 2014, which may be attributed in part to the introduction of Sunday service starting in October 2013 and the operational revisions to Routes 2 and 7 in December 2014. These routes were revised based on community feedback gathered through the transit development plan process in 2014.

Figure 4-3: Ridership trends



The ridership changes mirror the national trend of increasing ridership between 2009 and 2014 followed by decreasing ridership in recent years. An April 2018 report by the American Public Transportation Association (APTA) titled *Understanding Recent Ridership Changes*, presents three primary explanations for the recent ridership trends seen across the nation:

### Erosion of Time Competitiveness

The sharp decrease in fuel costs and increased availability of auto loans has made personal vehicle ownership more accessible since 2014, and therefore more competitive with transit, particularly bus. The APTA report cites bus ridership down nearly 13 percent between 2000 and 2015 while rail ridership is up 46 percent.

### Reduced Customer Affinity and Loyalty

Telecommuting, alternative work schedules, and online shopping are credited for declining ridership as well as rising prices for monthly transit passes. Furthermore, public transit now competes with transportation network companies (TNC) such as Uber and Lyft. The increased popularity of revitalized and gentrified urban areas has displaced many poorer transit dependent riders to less population dense suburban areas, such as Concord and Kannapolis, which generally have limited service coverage and are less frequently served by transit.

### External Factors

Other factors related to decreasing ridership were cited in the APTA report: increased parking availability, non-residential trip generators also locating away from urban areas served by transit, and perceptions of safety.

## Operating Costs and Sources of Revenue

Rider's operating costs were \$2,069,900 for Fixed Route service and \$530,962 for paratransit service in FY 2017.<sup>1</sup> During the same year Rider's farebox revenue was \$267,349 for Fixed Route service, which translates to an operations farebox recovery rate of 12.92%. Paratransit revenue was \$16,722.

Other sources of revenue for Fixed Route service come from federal, state, and local assistance as shown in Figure 4-4. The largest share is federal (40 percent), followed by local government (37 percent), and state (23 percent). The paratransit service is funded by federal and local government sources as shown in Figure 4-5. In FY 2017, Rider Transit did not receive any state funding for paratransit. Federal sources constitute 55 percent of the paratransit budget with local government funding the remaining portion at 45 percent.

Figure 4-4 Rider Fixed Route sources of revenue

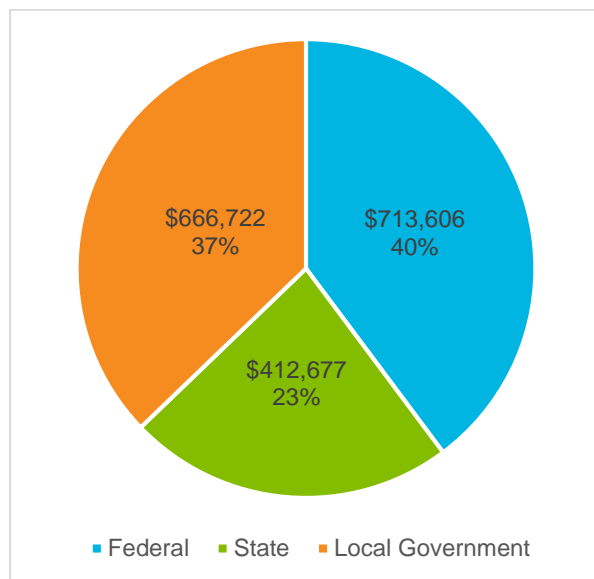
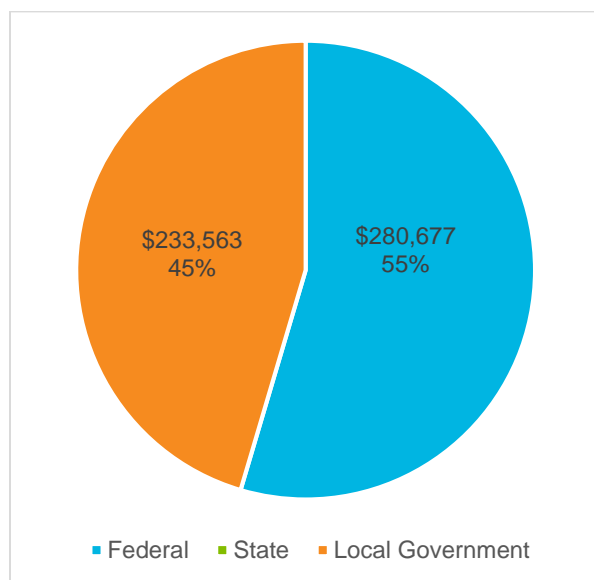


Figure 4-5: Rider paratransit sources of revenue



<sup>1</sup> FY 2017 OpStats Report

## Marketing and Branding

Rider currently attends community relations events to market the Fixed Route and ADA Paratransit service within Concord and Kannapolis. Staff educates the community about current route information and popular destinations along routes. Give-away branded items are also distributed to increase community awareness of Rider. Some events attended included:

- Rowan Cabarrus Community College
- Cabarrus County Senior Health Wellness Expo
- Network of Care Health Fair
- Cabarrus Resource Fair
- National Night Out
- Fire Prevention Festival
- Fire Bowl
- E-Bus Career Fair 2018
- Decision Path Job Fair
- Homelessness Awareness Resource Fair
- Transportation Fair
- Gibson Village Fall Festival
- Career Cruisin Day
- MLK Stuff the Bus
- Samaritan Feet Back Packing Event
- Samaritan Feet Shoe Distribution
- Touch A Truck



## Complementary ADA Paratransit

Rider provides origin to destination, Demand Response, complementary ADA paratransit service to eligible persons within  $\frac{3}{4}$  mile of Rider's local fixed routes without restriction on trip purpose; this service is not provided along the express route (CCX). The Paratransit service is reflective of the same days and hours of operation as Fixed Route service - and costs \$2.00 per one-way trip. Personal care attendants (PCA) may accompany the Paratransit passenger free of charge. Rider allows each Paratransit rider to travel with one companion in addition to the PCA for the same fare as the rider. Additional companions are permitted on a space-available basis.

Eligibility is determined through an application and functional assessment review process. The first step is for the passenger seeking service to submit an application. Once the application has been completed, Rider sends a request to the passenger seeking service's medical professional for them complete a Professional Verification Form. The third step is performing an ADA Paratransit Service Eligibility Determination Assessment. If eligibility is approved, the determination may fall into one of three categories:

- Unconditional
- Conditional (Some trips are eligible on Rider's ADA Paratransit and others must be used on Rider's Fixed Route buses)
- Temporary (Can only use the service a certain period of time during expected duration of the illness or condition)

In cases where eligibility is not approved, riders may request an appeal of the decision through the established appeals process and committee. Rider has a no-show and no-strand policy in place to maintain an efficient and timely Paratransit service. The no-show policy is intended to minimize schedule disruptions, which can adversely affect other Paratransit riders. The no-strand policy is to avoid riders being left at their destination without a return trip back to their origin. If a rider is a no-show for the return trip, Rider will make another attempt to pick up the rider as soon as possible.



Rider currently uses RouteMatch software to organize and schedule its paratransit trips, which allows for greater efficiency. A primary benefit of the scheduling software is the ability to batch trips based on similar origins, destinations, and requested pick-up times. Riders receive a pre-recorded reminder call (robo-call) at 6 p.m. the evening before their scheduled trip. Riders cannot cancel a trip from the robo-call, they must call into the reservation line to cancel the trip.

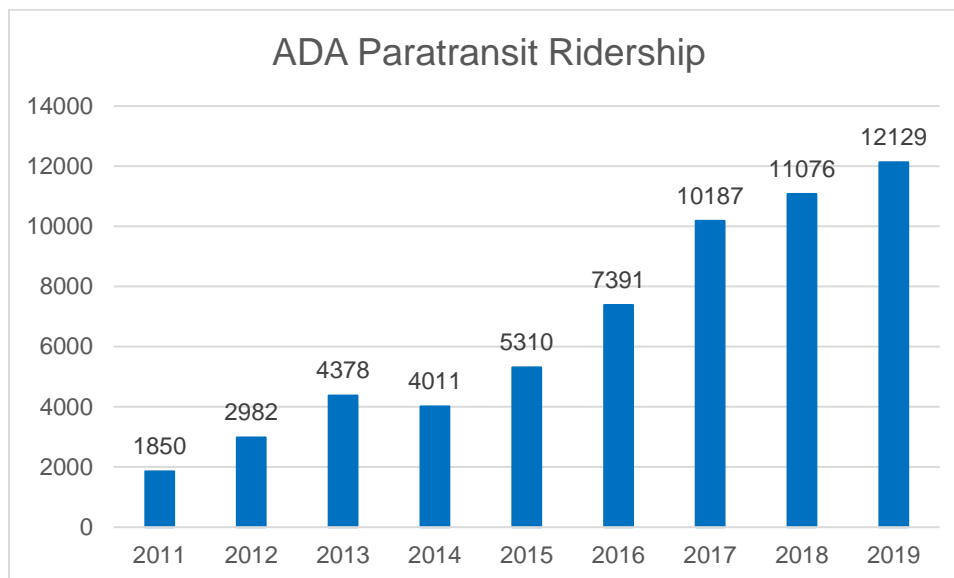
## Service Patterns

Rider Transit ADA Paratransit Service provided 251 trips with 104 unique origin addresses and 114 unique destination addresses for a sample week (May 5-11, 2019). Unlike CCTS, Rider does not simply provide bidirectional trips. Riders can make have multiple origins and destinations during 1 trip and do not have to return to the same location. All origins and destinations must, however, be within  $\frac{3}{4}$  mile of Rider's 7 local fixed routes.

## Ridership Trends

ADA Paratransit Ridership has seen significantly steady growth with 1,850 trips in 2011 to 12,129 in 2019, an increase of 555.6%.

Figure 4-6: Ridership trends



## Rider Paratransit Performance Data

Rider Paratransit performance measure standards include:

1. 92% On-Time Performance
2. 95% of calls answered within 3 minutes and 99% of calls answered within 5 minutes
3. Calls placed on hold should be less than 2 minutes
4. Messages left for reservations must be returned within 1 hour during normal business hours or within one hour the next business day
5. Travel time less than 45 minutes during 60 minute headway (on fixed route) and less than 55 minutes during 75 minute headway (on fixed route)

## Rider Paratransit Operations

Table 4-4 indicates 2019 Operating Statistics. Figure 4-7 indicates trips by day of the week for 2019. Figure 4-8 indicates trips by time of day for 2019, and figure 4-9 indicates the cancellation and no-show trends over 2017, 2018, and 2019.

**Table 4-4: 2019 Paratransit Operating Statistics.**

Total Trips Scheduled	13790
Late Trips	1001
Early Pick Ups	194
Missed Trips	1
Mechanical Failure	1
Cancelled Trips	1588
No Shows	305
On Time Performance	90.04%
Total Trips Performed	12129
Revenue Service Hours	8373
Revenue Miles	104819

**Figure 4-7: Trips by day of the week**

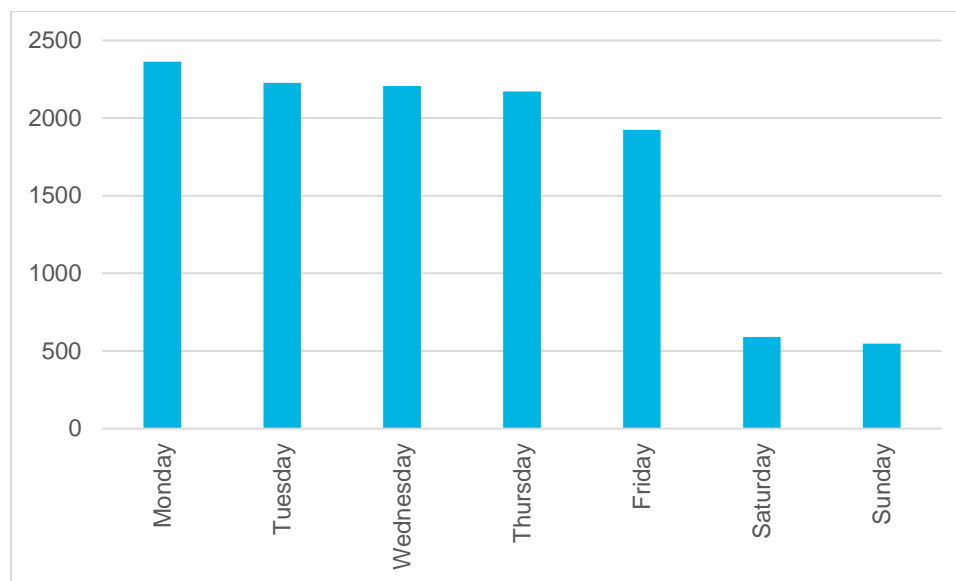


Figure 4-8: Trips by time of day

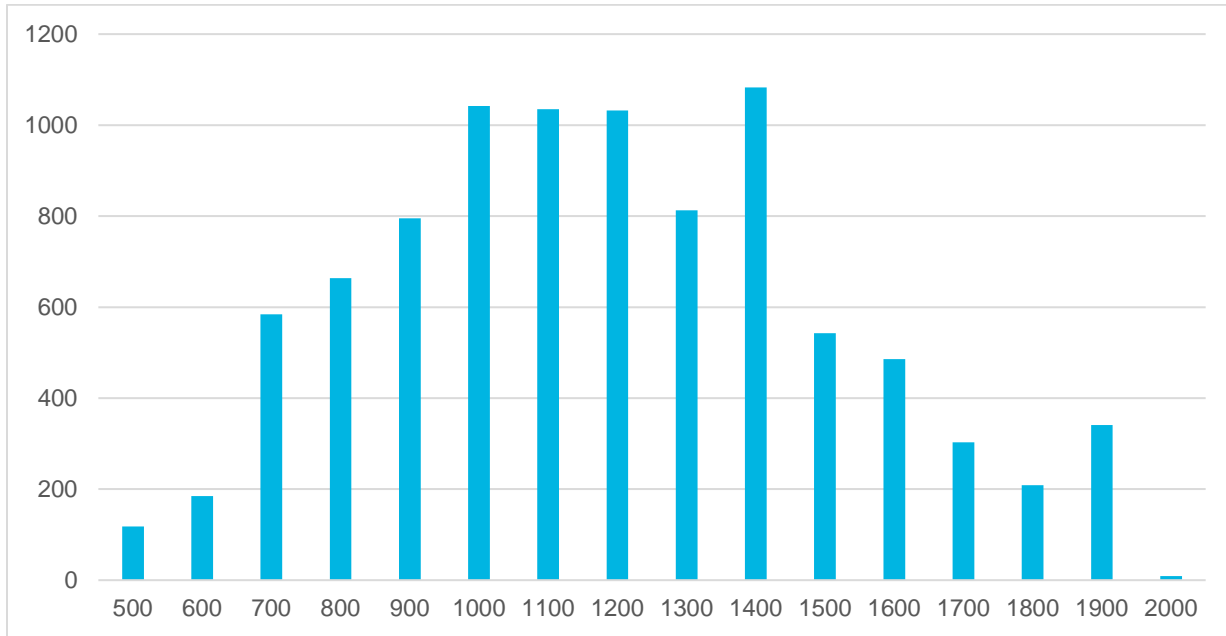
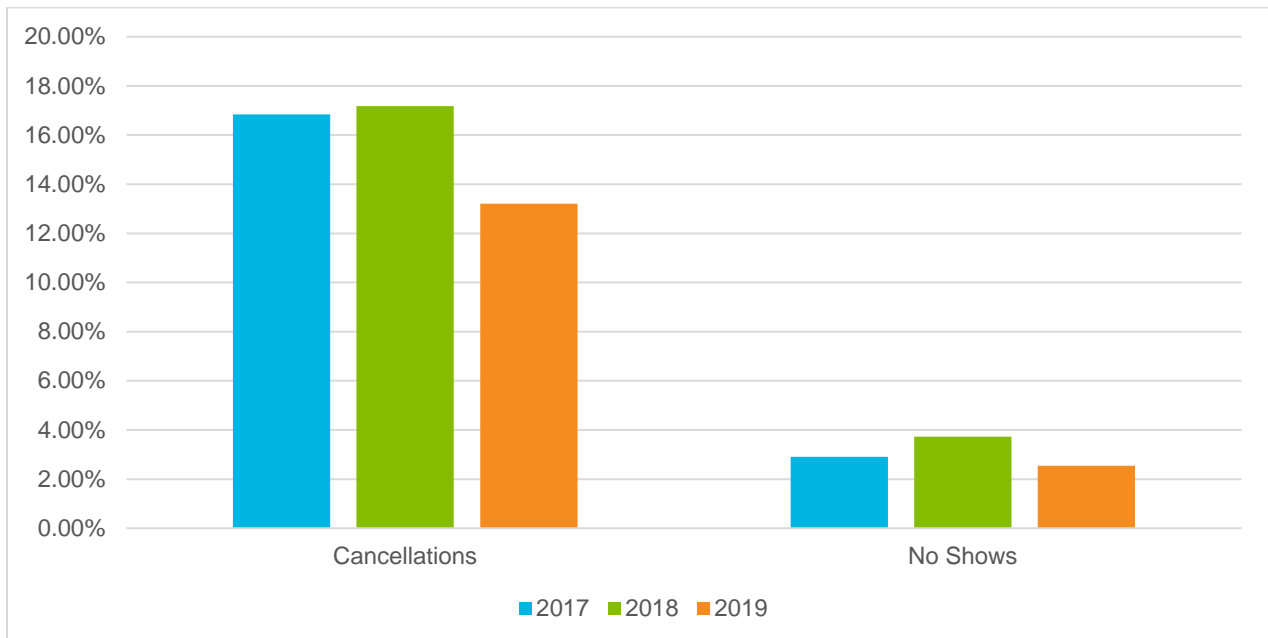


Figure 4-9: Percent of cancellations and no-shows





## CCTS

Cabarrus County Transportation Services provides demand response transportation to eligible riders throughout Cabarrus County. It is a department of the Adult and Aging Program under the department of Human Services of Cabarrus County. Eligibility and covered trip purposes vary by specific programs. The funding programs administered by CCTS include the following:

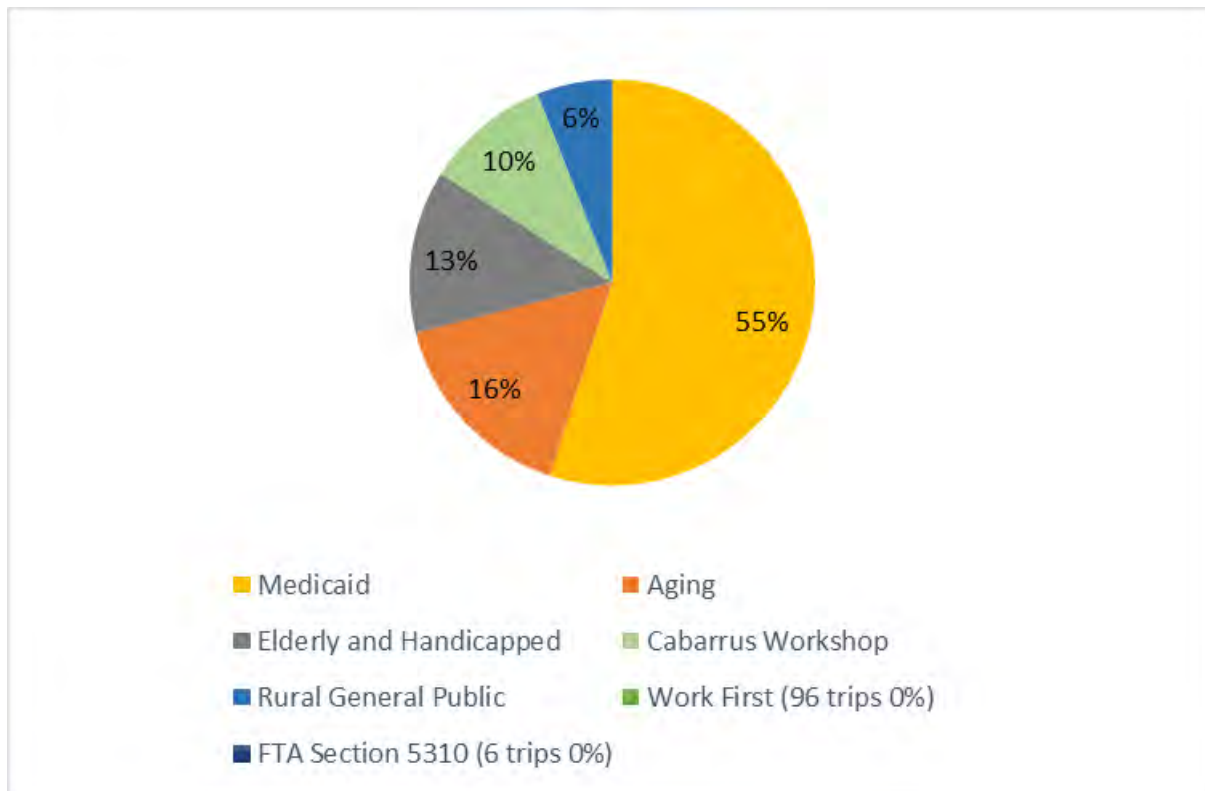


- **Medicaid:** transportation to doctors' appointments and pharmacy prescription pickup for Medicaid approved individuals
- **Work First Family Assistance Program:** transportation for job searching activities for a limited period of time
- **Adult and Aging Services Program:** transportation for non-Medicaid eligible seniors aged 60 and over for doctors' appointments and pharmacy prescription pickups only
- **Rural General Purpose (RGP) Program:** transportation for individuals who do not qualify for one of the above programs and who live in the rural areas of Cabarrus County

Transportation is only provided to individuals qualifying for one of the approved funding programs. There is also a Lunch Club Program for eligible individuals, which includes transporting senior citizens to meal sites.

The Rural General Purpose transportation program, provided to the widest range of people, is available to all individuals living in the rural areas of Cabarrus County. Service is not provided from origins within the urbanized areas of Concord and Kannapolis unless it is a return trip from the rural area. A summary of trips by funding source for FY 2018 is included in Figure 4-10.

**Figure 4-10: Trips by funding source**



## Hours of Service and Policies

The CCTS operates door-to-door demand response service from approximately 4 a.m. to 6 p.m. on weekdays (depending on times and locations of appointments) and provides services for life sustaining activities (e.g. dialysis and addictive disease clinic) on weekends. Medical appointments are recommended to be scheduled for early in the day, from 8 a.m. to 1 p.m. Return trips can be scheduled for no later than 4 p.m. CCTS provides out-of-county trips on Tuesdays, Wednesdays, and Thursdays with early appointment times (8 a.m. to 1 p.m.) and return trips no later than 3 p.m. In FY 2018, out-of-county trips accounted for 4 percent of all trips provided by CCTS, with the highest number of trips to Rowan County, primarily to medical facilities in Salisbury including the W.G.(Bill) Hefner VA Medical Center.

Trips can be scheduled for travel during regular office business hours of 8 a.m. to 5 p.m. on weekdays. Trips should be scheduled by 1 p.m. for next day reservations. CCTS makes every attempt to honor same-day service requests but cannot guarantee that they will be able to accommodate every request. Advance reservations are allowed up to two months in advance. Passengers are asked to be ready 60 minutes before their pickup time for in-county trips and 2 hours before their pickup time for out-of-county trips. Like Rider Paratransit, riders receive a pre-recorded reminder call (robo-call) at 6 p.m. the evening before their scheduled trip. However, cancelled trips as a result of the robo-call are not automatically canceled in the RouteMatch scheduling system or removed from the drivers' schedule manifest and must be done manually.

CCTS also contracts with TJ's Taxi to provide some demand response services. Previously, TJ's Taxi operated weekend service, but now CCTS has auxiliary drivers operate the necessary services on the weekends. In FY 2018, taxi service accounted for 11 percent of the total trips operated by CCTS.

CCTS has a 3-bag policy for shopping trips.

CCTS, like Rider, is part of the Emergency Management System (EMS) for Cabarrus County, which includes assistance with evacuations in the case of severe weather. If needed, CCTS staff can utilize chains on tires and will double up on drivers in inclement weather, since they provide passenger transportation to life-sustaining facilities.

## Governance and Management

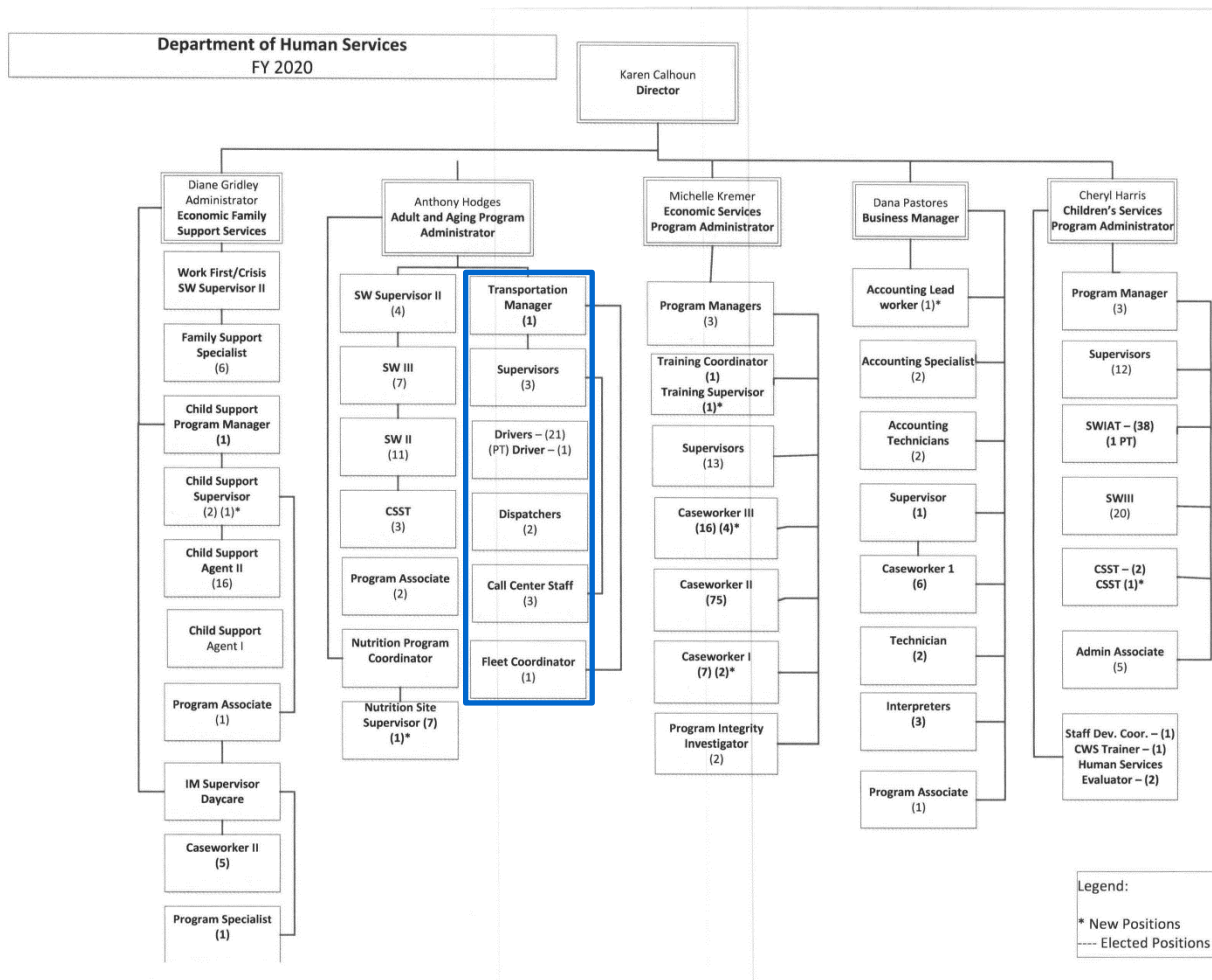
CCTS is a department of the Adult and Aging Program under the department of Human Services of Cabarrus County. An organization chart for the Department of Human Services is included as Figure 4-11. CCTS is governed by the County Commissioners with oversight from a Transit Advisory Board (TAB) consisting of citizens, interested 3<sup>rd</sup> parties, social service providers, and an elected official.

CCTS employs a Transportation Manager, 3 Supervisors, 2 dispatchers, 3 call center staff, 22 full-time drivers (40 hours), and one fleet coordinator.

Driver training is completed for all drivers on one Saturday per year from 7 am to 4 pm – the third Saturday in August. It includes Passenger Service & Safety training and other annual training requirements. Drivers are paid overtime for this annual training. As needed, additional coaching and training is provided for new drivers or those involved in an accident. Three Cabarrus County staff members are certified trainers. All CCTS staff are also required to complete all required Cabarrus County training. CCTS cycles drivers in and out to complete Cabarrus County training. CCTS also tracks lost time for staff needs such as employee illness and for mandatory county training. For FY 2018, CCTS averaged 565 lost hours per month, as compared to the average worked hours per month at 2,909 hours; approximately 17 percent of time lost every month.

CCTS generally tries to limit overtime in their driver schedules. However, with training and support activities such as the County Fair, there are a few times of year when it is necessary. For the County Fair, CCTS operates 4 vans to cover 2 parking lots during the first Saturday/Sunday and second Friday/Saturday of the event.

Figure 4-11: Cabarrus County Department of Human Services organization chart



## CCTS Operation Facility

CCTS operations are located at the Cabarrus County facility, 1303 S. Cannon Boulevard in Kannapolis. The vehicles are stored in a secured, fenced area on one end of the building and dispatch and administrative staff are located on the other end of the building. Drivers use gate openers or a key pad to access the fenced storage area for access to the vehicles. There are also security cameras located on the lot. Vehicles are stored outside. Drivers complete a 10-minute pre-trip checklist when taking vehicles out of the lot for the initial service each day.

CCTS contracts with GMAX Automotive and Accessories on NC-49 in Mount Pleasant for vehicle maintenance. CCTS sends their contractor a weekly schedule for regular maintenance and washing. All vehicles are washed once weekly – a GMAX employee brings 3-4 vehicles one at a time between the CCTS lot and GMAX for washing every evening between 3 p.m. and whenever the washing is completed.

CCTS also schedules repairs, for buses under warranty or needing special attention, with Creative Bus on Orr Road in Charlotte. CCTS staff work in tandem to drive vehicles for scheduled drop-offs and pick-ups at the Creative Bus location.

## Vehicle Fleet

CCTS has 20 revenue vehicles on the fleet roster. Each vehicle is lift-equipped with two wheelchair stations. Six of the vehicles have an 8-passenger capacity and the remaining 15 vehicles have a 10-passenger capacity<sup>2</sup>. CCTS also has two other nonrevenue vehicles on the fleet roster. The State of North Carolina owns all the CCTS vehicles with two exceptions. One exception is the vehicles that were used to operate the Cabarrus Links service, which operated Fixed Routes service on three routes. The Cabarrus Links service was discontinued due to lack of available grant funding. The other exception is the three vehicles that are on loan from Cabarrus County. They will be replaced in the next round of vehicle procurement. The fleet roster is provided in Table 4-5.

**Table 4-5: CCTS fleet roster**

Year	Make	Seated Capacity	# Wheelchair Tie-Downs	Lift-Equipped Y/N	Date in Service	Odometer Reading July 25, 2018
2005	Dodge			N	3/20/2004	223,673
2008	Ford	10	2	Y	4/7/2008	245,695
2013	Ford	8	2	Y	3/7/2013	141,692
2013	Ford	8	2	Y	3/7/2013	181,153
2013	Ford	8	2	Y	3/7/2013	112,017
2013	Ford	8	2	Y	3/7/2013	150,557
2013	Ford	8	2	Y	3/7/2013	164,407
2013	Ford	8	2	Y	3/7/2013	152,114
2014	Ford	10	2	Y	4/25/2014	121,072
2014	Ford	10	2	Y	4/25/2014	128,513
2014	Ford	10	2	Y	4/25/2014	92,230
2015	Ford	10	2	Y	4/6/2015	76,941
2015	Ford	10	2	Y	4/6/2015	103,181
2015	Ford	10	2	Y	4/6/2015	84,375
2015	Ford	10	2	Y	4/6/2015	91,631
2016	Ford	10	2	Y	3/21/2016	58,795
2016	Ford	10	2	Y	3/21/2016	73,526
2016	Ford	10	2	Y	3/21/2016	63,743
2016	Ford	10	2	Y	3/21/2016	66,680
2016	Ford	10	2	Y	3/21/2016	65,627
2017	Ford	10	2	Y	4/18/2017	31,035

By Spring 2020, all 20 lift-equipped vehicles will have tablets with RouteMatch software and manifests and will be equipped with voice navigation via GPS. Drivers communicate with each other and the dispatcher via two-way radios. Every vehicle has an internal camera that offers four viewing angles.

CCTS uses RouteMatch scheduling software. However, it has not been since September 2015 so there may be some opportunity to improve efficiencies in scheduling with updated/enhanced software. In addition, the software is not connected to the robo-call telephone system to automatically remove trips cancelled through the robo-call. Currently, CCTS averages 220 trip request calls per day.

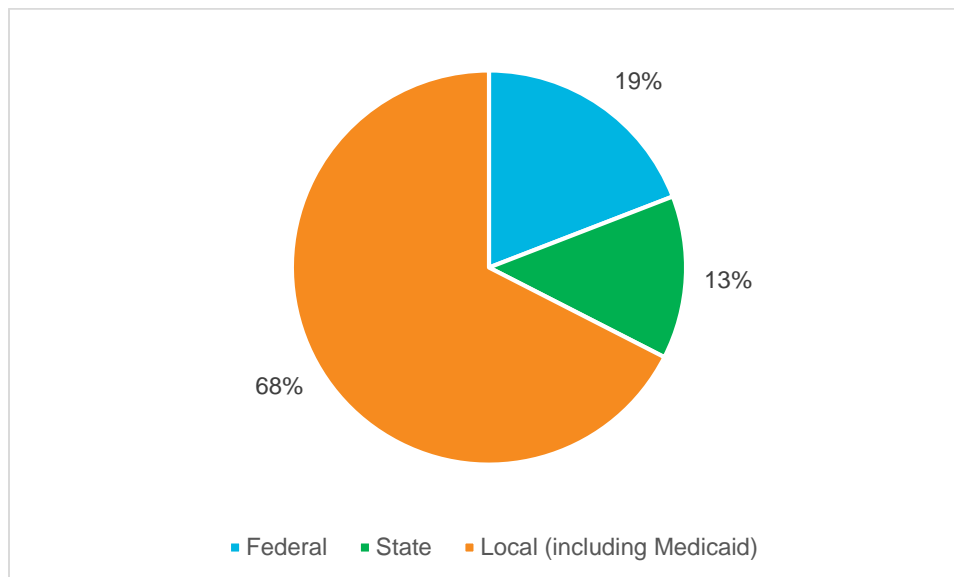
<sup>2</sup> Cabarrus County Vehicle Utilization Data Workbook, April 2018.

## Operating Costs and Sources of Revenue

CCTS 2018 budget was \$2,043,779. CCTS only charges a fare for the Rural General Public trip type at \$3.00 for each leg of the trip. This results in them relying on contract revenue to offset expenses.

Operating and Capital revenue for CCTS includes federal (\$213,310), state (\$304,840), and local (including Medicaid reimbursement) (\$1,074,984) assistance.

Figure 4-12: CCTS sources of revenue



Revenues used to support the provision of service include the following:

- Federal Transit Administration Section 5307, 5310 and 5311
- North Carolina Public Transit Division Program Funds
- North Carolina Department of Health and Human Services - Medicaid
- Cabarrus County

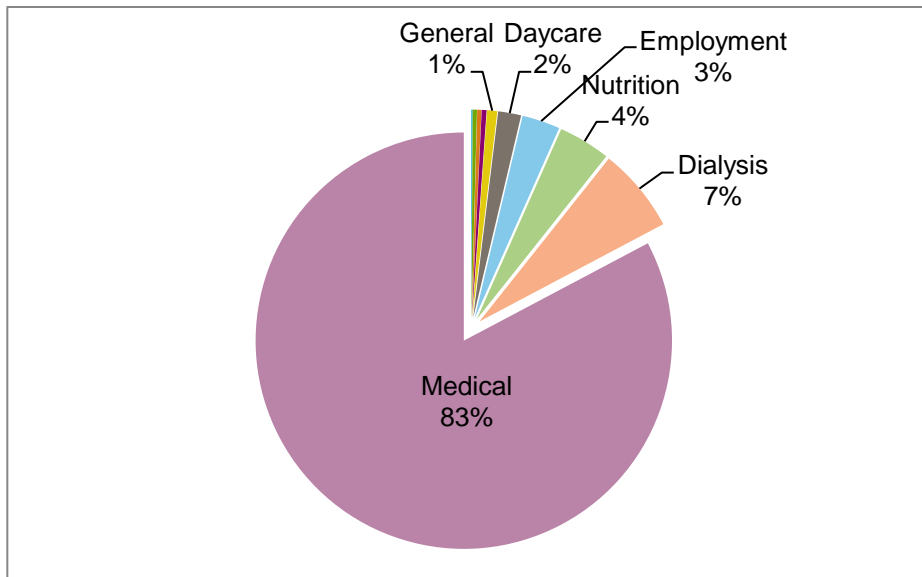
## Marketing and Branding

CCTS does very little marketing as they are generally at capacity with the number of trips they can provide given the funding level for current programs. Several CCTS vehicles still have the American flag design, but are being converted to the Cabarrus County Seal, which should be completed by the end of 2020.

## Ridership

In FY 2018, CCTS served 89,916 total riders. Most CCTS riders use the service for medical appointments – 90 percent when including all medical appointments, including dialysis as shown in Figure 4-13. Nutrition, employment, and daycare make up other 9 percent of riders and general purpose rides comprise the final 1 percent. School, pharmacy, and other/miscellaneous trip purposes are also provided, but are too few to compute in this summary.

Figure 4-13: CCTS trip purpose



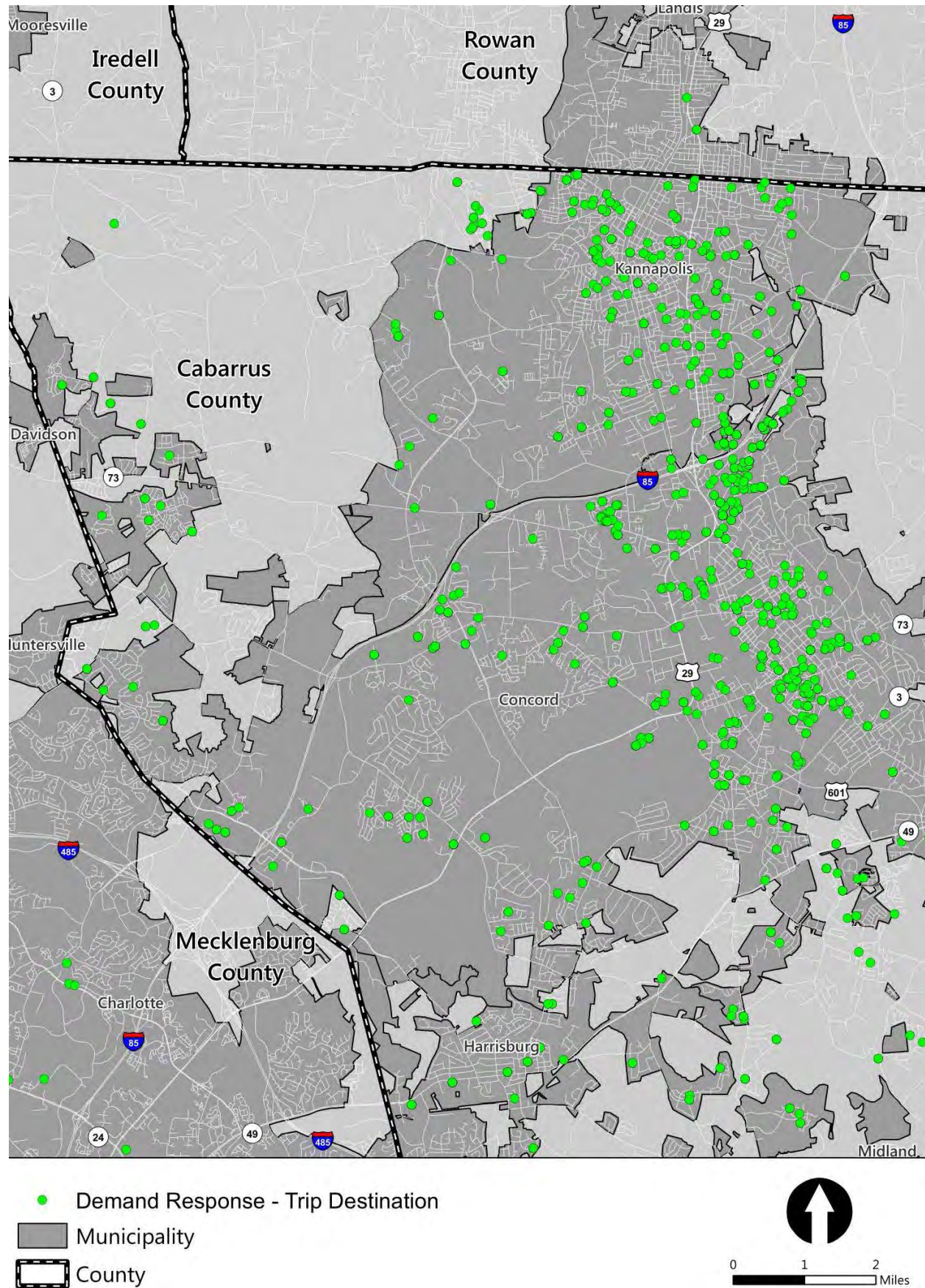
## Service Patterns

Because CCTS provides demand response service that must be reserved in advance, every origin is also a destination and every destination is also an origin. For example, for a trip to a medical appointment from someone's home, a person is picked up at home (origin) and driven to a doctor's office (destination) in the morning, but in the afternoon, the person is picked up at the doctor's office (origin) and dropped off at home (destination). For that reason, only trip destinations are shown in Figure 4-14. The destinations shown are from a one-week trip sample from CCTS. During that week, there were 2,133 trips provided. The most popular destination was Medical Park Drive in Concord. Destinations were generally concentrated in a north-south zone along US Route 29 in Kannapolis and Church and Union Streets in Concord. Origins were spread throughout the county. CCTS also provides some transportation beyond the county border for eligible trips. CCTS provides service to Charlotte, Mecklenburg County destinations, Winston-Salem, Raleigh-Durham and Charleston, SC.





Figure 4-14: Local one-week sample of CCTS origins and destinations



## CCTS Performance Data

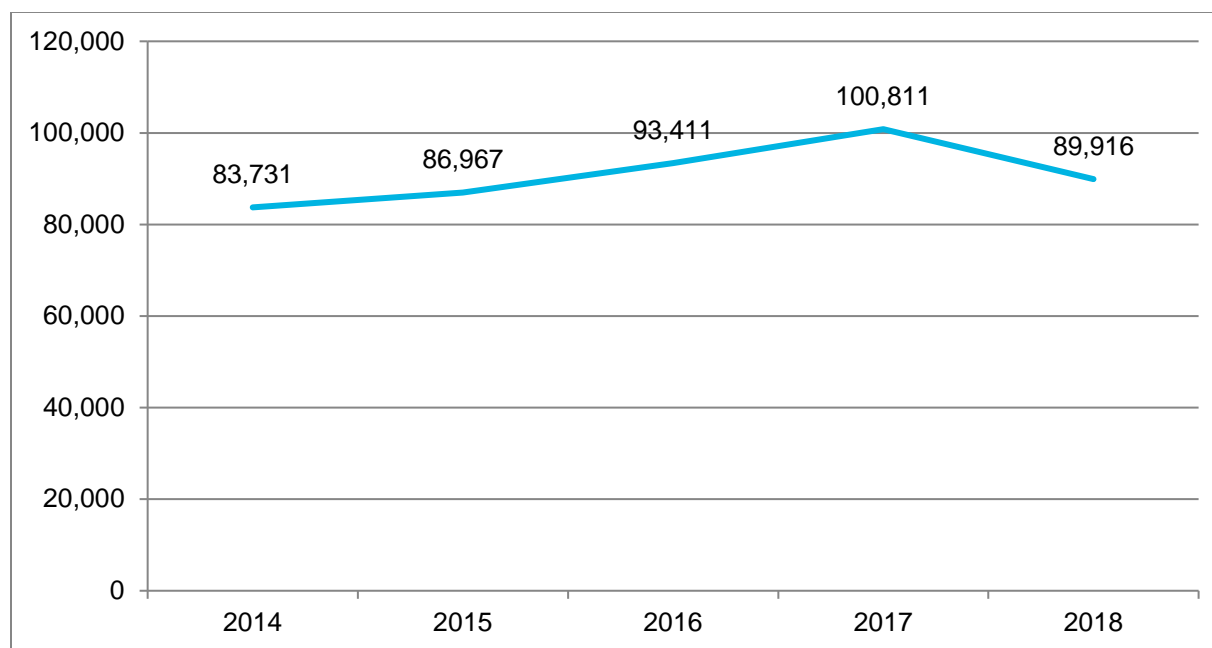
CCTS is funded by different programs, but trips from all different programs are scheduled the same. All service is provided the same way; therefore, CCTS performance is discussed on a system-wide basis. CCTS has the two following primary service goals:

1. 2+ trips per hour per vehicle
2. 98 percent or better on-time performance

## Ridership

In the past five years, total passenger trips increased through 2017, then has decreased in the last year. The trend is shown in Figure 4-15. The average of annual passenger trips over the past five years is 90,967.

Figure 4-15: CCTS ridership FY 2014 - FY 2018



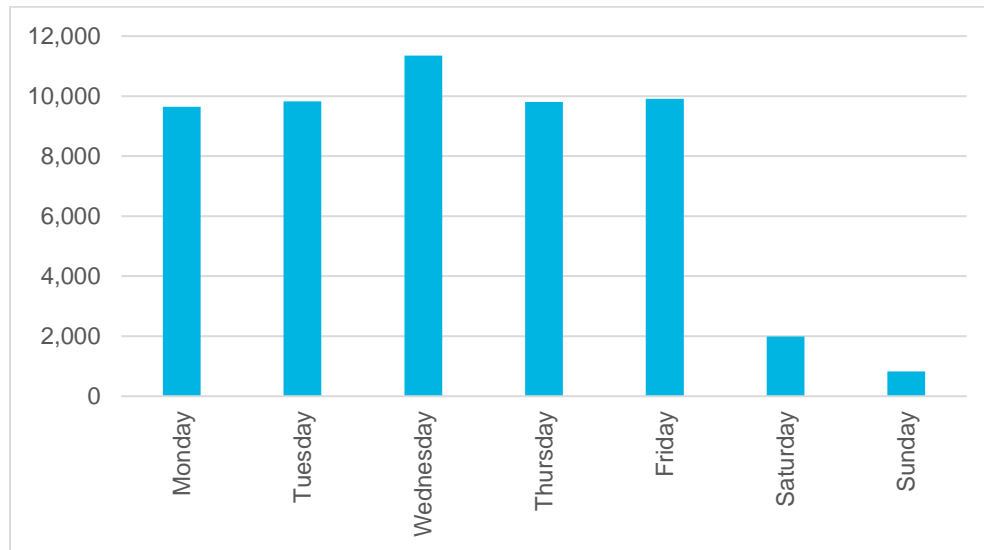
## On-Time Performance

CCTS currently has a 99.9 percent on-time performance due to their large pick up windows. This can also be attributed to experienced schedulers and attentive drivers. Drivers let their colleagues know across the radio when they encounter traffic congestion or accidents so that others can avoid delays.

## Operations

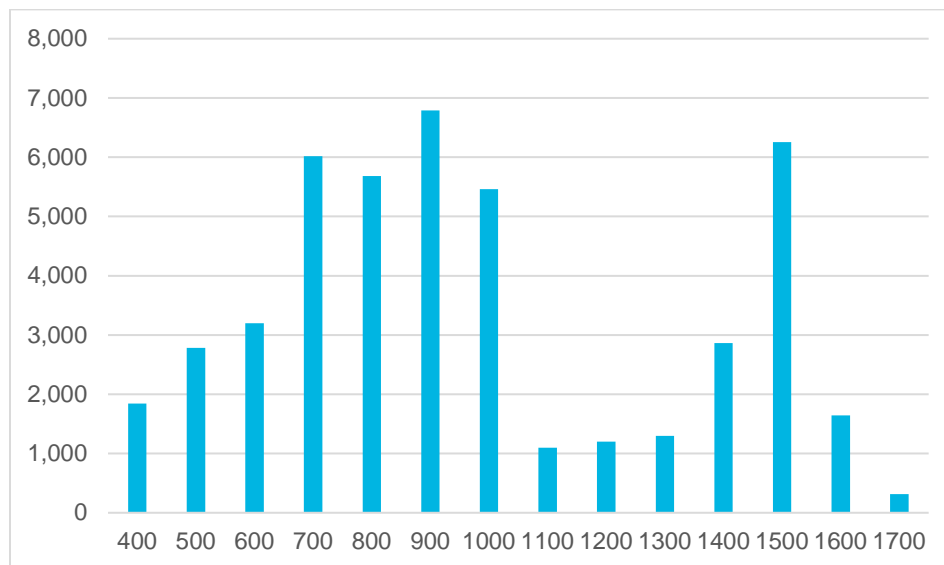
In 2017 CCTS provided approximately 460 trips per day, but the estimated daily trip totals decreased in 2018 to 400 trips per day. The busiest day of the week is Wednesday due to out of county trips. Trips by day of the week are summarized in Figure 4-16.

Figure 4-16: FY 2018 trips by day of week



Service is generally operated from 4 am to 6 pm, but a few trips per year extend beyond the 6 pm hour when extenuating circumstances occur. In FY 2018, 9 am to 3 pm were peak service hours with fewer trips scheduled between 11 am and 2 pm. This is due to the recommendation of scheduling appointments between 8 am to 11 am and return trips must be scheduled prior to 4 pm. Trips by time of day for FY 2018 are summarized in Figure 4-17.

Figure 4-17: FY 2018 trips by time of day



## System Performance

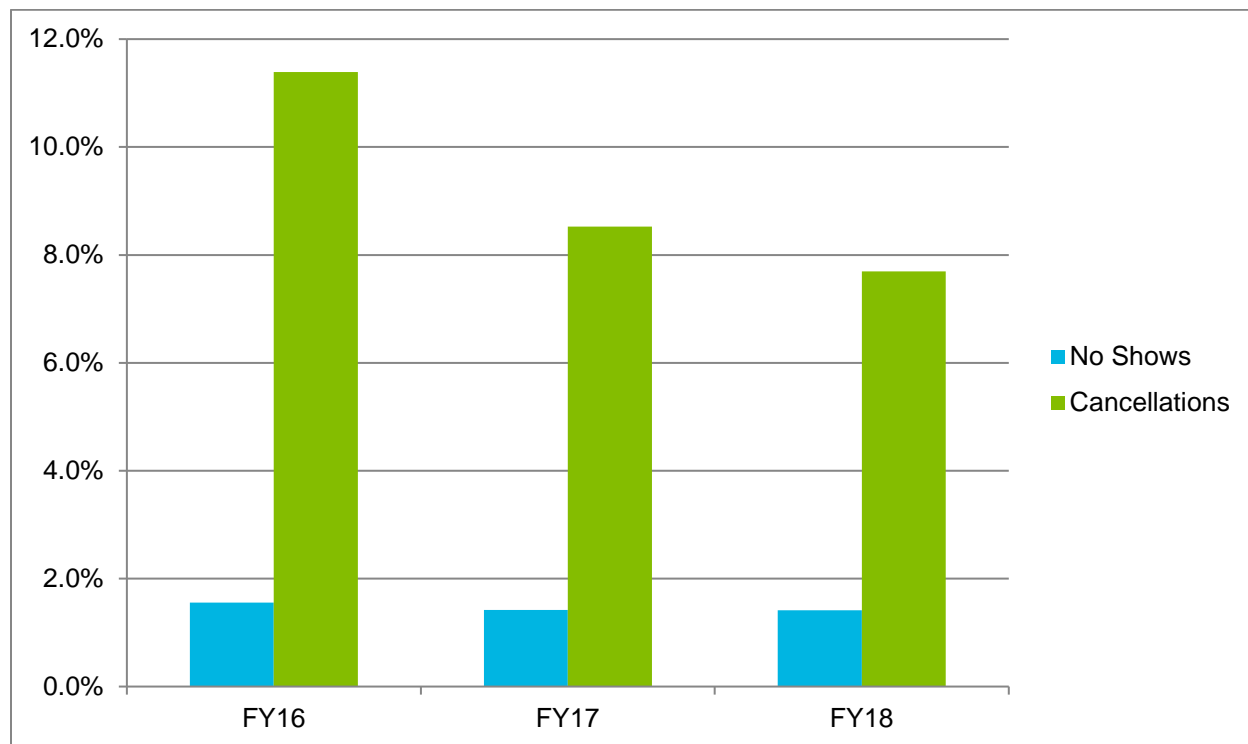
The CCTS service had the following performance statistics for FY18:

- Cost per trip: \$22.73
- Trips per hour: 2.6
- Trips per mile: 0.17

CCTS is currently performing better than the statewide average (1.93 Trips per hour) and less than the statewide average in cost per trip (\$20.30). System-wide, CCTS is exceeding the two performance goals set forth by Cabarrus County for on-time performance and trips per hour.

Recent improvement in performance is in part due to the decrease in both cancellations and no-shows. From FY16 to FY18, the percentage of no-shows and cancellations in conjunction with the total passengers served is shown in Figure 4-18. No-shows have decreased from 1.6 percent to 1.4 percent and cancellations have decreased from over 11 percent to under 8 percent. The reductions totals 4,672 fewer cancellations over the two-year period. The reduction of no-shows and cancellations can significantly improve efficiency in service scheduling and impact both on-time performance and customer satisfaction.

**Figure 4-48: CCTS percentage of no shows and cancellations FY16-FY 2018**





## System Data Combined

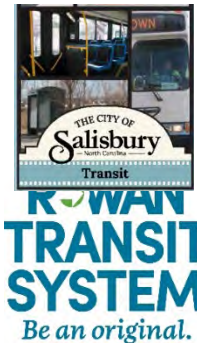
For a 2 month comparison, 32 individuals rode with both CCTS and Rider, and additional 37 individuals who took a trip with CCTS are certified for ADA Paratransit transportation. Of the 696 addresses Rider served, CCTS also served 380 (54.6%), and of the 12,574 CCTS trips, Rider served the same origin or destination 3,225 times (25.6%).

**Table 4-6: Comparison of total Trips**

	<u>2016</u>	<u>2017</u>	<u>2018</u>
<b>Fixed route</b>	415,208	406,760	416,808
<b>CCTS</b>	93,411	100,811	89,916
<b>ADA Paratransit</b>	7,391	10,187	11,076

## Other Transportation Providers

- The Charlotte Area Transit System (CATS) operates bus, rail, and paratransit services in Charlotte and the greater metroplex region. Connections between Rider and CATS enable regional mobility by transit. Rider's Red route connects with CATS bus route 54C at Concord Mills and the Rider CCX route connects with the CATS LYNX Blue Line light-rail system at the JW Clay Station. Trips originating in one system transfer free into the other.
- Salisbury Transit serves the residents of Salisbury, Spencer, and East Spencer with three weekday and two weekend fixed routes. These routes provide connectivity to Livingstone College, RCCC Salisbury campus, Salisbury Train Station, and Veterans Affairs Hospital.
- The RTS operates countywide demand response human service transportation in Rowan County. In addition to demand response services, RTS operates the Rowan Express service, which connects Salisbury, China Grove, Landis, and Kannapolis. The express route operates Monday through Friday, from 5:19 a.m. to 10:45 a.m. and from 1:10 a.m. to 6:45 p.m. and costs \$1.00 per one-way trip. It departs from the Salisbury Bus Station and stops at the Employment Security Commission, China Grove Town Hall, Food Lion, South Rowan YMCA, Landis Town Hall, and Kannapolis Train Station. The route connects with Rider routes Blue and Brown at the train station. Transfers between the transit systems are free. Rowan Transit System's express service makes the connection between the Salisbury Transit and the Rider system.
- Amtrak connects the Cabarrus County region with multiple destinations in North Carolina and along the East Coast. There are four northbound and four southbound trains that stop at the Kannapolis Train Station daily. The train routes serving the station include the Piedmont service between Charlotte and Raleigh as well as the Carolinian, which operates between Charlotte and New York. Rider, CCTS, and RTS all provide bus service from the station. The station is located one block from the North Carolina Research Campus and is open from 6:30 a.m. to 1:00 p.m. and from 3:00 p.m. to 8:30 p.m.



Rider Transit partners with the North Carolina Department of Transportation (NCDOT) Rail Division to offer a transit pass to provide last mile connectivity from the Kannapolis Train Station. The pass allows train passengers to connect to the Rider bus service free of charge from the train station. It is valid for one trip and one transfer on the day of train travel.

- There are several private taxi companies in Cabarrus County, including Ace Taxi, Concord Taxi, Knox Taxi Service, On Time Taxi, Yellow Cab, and TJ's Taxi. Furthermore, rideshare companies Lyft and Uber operate throughout Cabarrus County and the surrounding region.

## 5. Public Engagement

Public Engagement was a critical component of the Cabarrus County Long Range Public Transportation Master Plan. The input received from the community and stakeholders provided direction for the development of recommendations for the plan. The public engagement process was conceived as a multi-prong approach where several different methods were used to reach out to the public and gather input. Input from riders and non-riders, business partners, health care providers, social services agencies, and elected officials was collected in innovative ways, and directly influenced the development of the plan recommendations. The methods used to gather input were as follows:

- In person and online community surveys that included transit riders and the community at large
- Pop-up events
- Public meetings
- Steering Committee meetings
- Elected Officials meetings

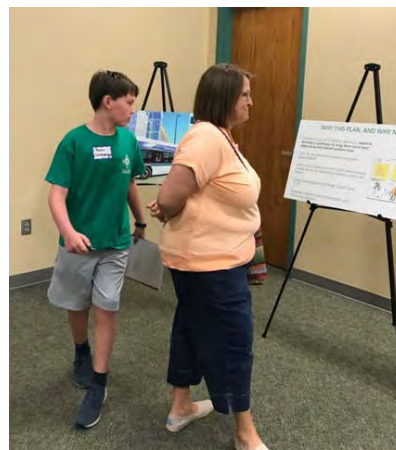
More than 1,200 members of the community participated in the public engagement process. Below is a summary of the activities and results:

- Community Surveys: four different types of surveys were applied, targeting riders from both systems and the community at large. Sample survey pages can be found in Appendix E.
  - 1) Fixed Route On Board Survey (302 riders participated). This survey provided information about the rider's demographics, preferences, and origin and destinations.
  - 2) CCTS Demand Response and Rider ADA survey (38 riders participated). Similar to the Fixed Route surveys, these surveys were administered to riders on board.
  - 3) Community Surveys (437 community members participated). This survey was administered through Survey Monkey and distributed through agencies websites, and the project Facebook page.
- Pop-up events and public meetings (approximately 450 community members participated in these events): four pop-up events were held as part of the public engagement process. The study team attended the Kannapolis Fire Safety Festival, the Latino Festival, Cabarrus Brewing Company and 26 Acres Brewing Company.
- Two public meetings were held to present the recommendations to the public. The first public meeting drew 30 people. The event was held at the Rowan-Cabarrus Community College, South Campus location along the red/yellow routes. The second public meeting was held at the Rider Transit Center; 16 people attended this event. The general comments were positive and in support of expansion of the fixed route. Examples include:
  - Route Kannapolis to Costco in Mooresville
  - Increase sales tax by 1cent
  - Increase taxes on fuel
  - Increase alcohol taxes
  - Funding from universities and companies
  - Make route convenient for students





- o Good job in putting together the plan
- o Need a stop at GW Lyles at Laurel Park and Legacy apartments on proposed route 302
- o Quicker connection to Salisbury and Rowan County
- o Express service between RCCC North South Campuses
- o Partner between 4 systems to accomplish the above
- o LRT should run a stop close to Barber Scotia College
- o Build social media advocacy for light rail
- o Raise taxes on fuel for public transportation
- o What about streetcars, would that be cheaper/better than light rail?
- o How about a route to Huntersville, what's the environmental impact?
- o I believe it is a great plan simply because the metro areas are growing (Charlotte – Concord)
- o I suggest that more buses end at major shopping destinations or work destinations such as Northlite Walmart, International Drive." "These Routes should be express. Meandering through town to get to work or shop is enough already." "Add more Bus Shelters!" "Speak to drivers about being cordial to passengers! Some don't even speak to you."
- o Connect Bus Route to Christenbury-Cox Mill and Highland Creek." "Joint gateway trailhead and bus stop parking" (this is in reference to Parks and Rec). "Poplar Tent to Moss Creek Route"
- o "Love the idea about improved frequency and connecting to Charlotte"
- o Cameras should be installed on the buses
- o Improve customer service and increase number of phone lines
- o Why not use smaller buses to conserve fuel?
- o Can we have a way to track the buses?
- o Why is the bus Wi-Fi always out?
- o Summarize/Post Process of Shelter Installation
- o During shift change, the sense of urgency to shift change is missing" "Drivers need to address rules being broken, Thank you"



- Focus groups attracted approximately 100 participants. Four focus groups were held with different stakeholders representing the community to capture their ideas and wants for the plan. The four different focus groups included riders, social service agencies, business partners, and government agencies.
- Steering Committee meetings: Three meetings were held with the Steering Committee at different stages in the process. The Steering Committee was composed by of members of the community that have interest in transit and social service agencies. They helped the study team define the study goals and objectives and provide input as the study advanced. The following individuals and agencies were part of the Steering Committee:

- L.J. Weslowski, Rider Transit
  - Andy Christy, Rider Transit
  - Jill Morgan, Rider Transit
  - Jaime Tippet Poe, Rider Transit
  - Bob Bushey, CCTS
  - Anthony Hodges, CCTS
  - Jonathan Marshall, Cabarrus County
  - LeDerick Blackburn, City of Concord
  - Eddie Smith, City of Kannapolis
  - Angela Graham, City of Concord
  - Pete Wallace, Transdev
  - Phil Conrad, Cabarrus Rowan MPO
  - Ed Hosack, Cooperative Christian Ministry
  - Marcella Beam, Cabarrus Health Alliance
  - Donna Carpenter/John Mills, Cabarrus County Visitors Bureau
  - Barbi Jones, Cabarrus Regional Chamber of Commerce
  - Robert Carney/LeeAnn Nixon, Cabarrus Economic Development
  - Theresa Isibor, International Center for Community Development
  - Janet Spriggs, Rowan Cabarrus Community College
  - Timbs Fulghum, Atrium Health
  - Natasha Lipscomb, Rowan Cabarrus Community College
  - Katie Kutcher, Centralina Council of Governments
- 
- Meetings with Elected Officials: Four meetings were held with senior management from the Cities of Kannapolis and Concord and Cabarrus County. Two additional meetings were held with the Transit Commission and one meeting with the Towns' and Cities' elected officials and senior management representatives in the region at a quarterly Cabarrus Summit meeting.

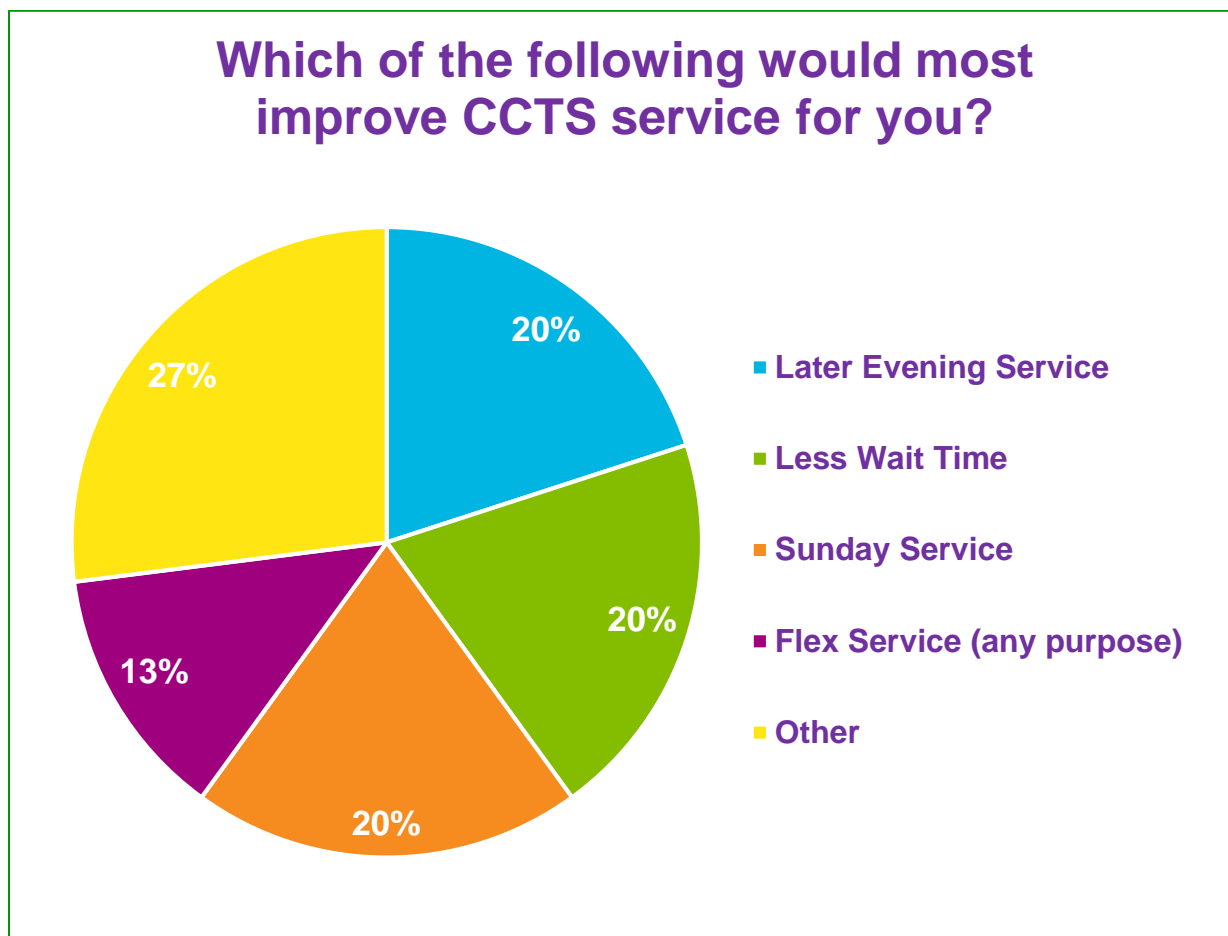


## CCTS Survey results

The survey asked CCTS riders what type of service improvements would improve service the most. The three most desired improvements were listed as the following (Figure 5-1):

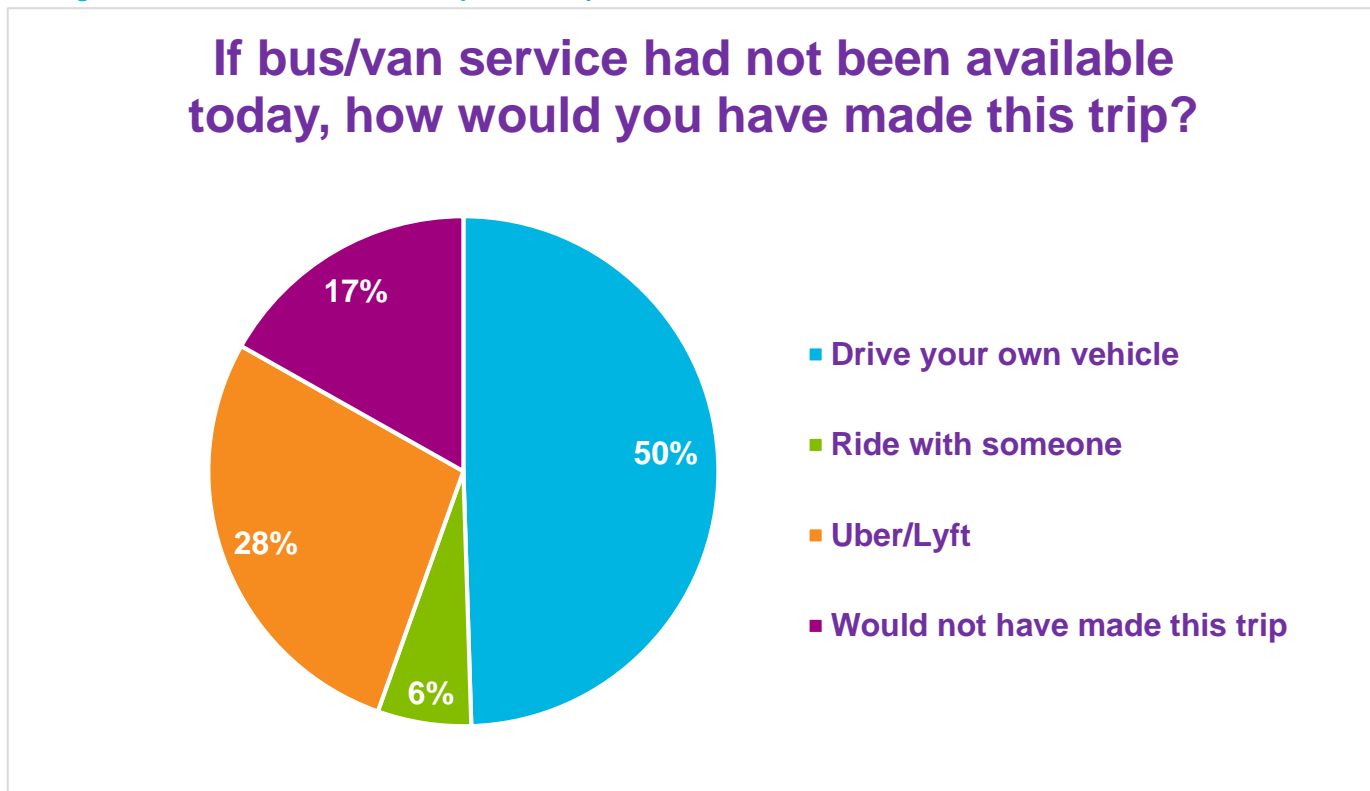
- 40 percent of riders would like later evening service and Sunday service
- 35 percent ride one to five times a week
- 35 percent have been riding more than 2 years
- 30 percent ride for convenience and 25 percent don't drive

Figure 5-1: CCTS riders' most desired improvements



They were also asked: If bus/van service had not been available today, how would you have made this trip? Results are listed in Figure 5-2.

**Figure 5-2: CCTS riders' other transportation options**



CCTS Riders were also asked where they would like the bus/van to go that it does not go today. Some answers are listed below:

- Harrisburg
- Target
- Poplar Tent
- UNCC

## Rider On-board Survey Results

Rider's passenger surveys included questions such as:

- Which three of the following service improvements would make Rider service better for you to use?
- If bus service had not been available today, how would you have made this trip?
- Would you recommend Rider to your family and friends?

Figure 5-3: Rider riders' most desired improvements

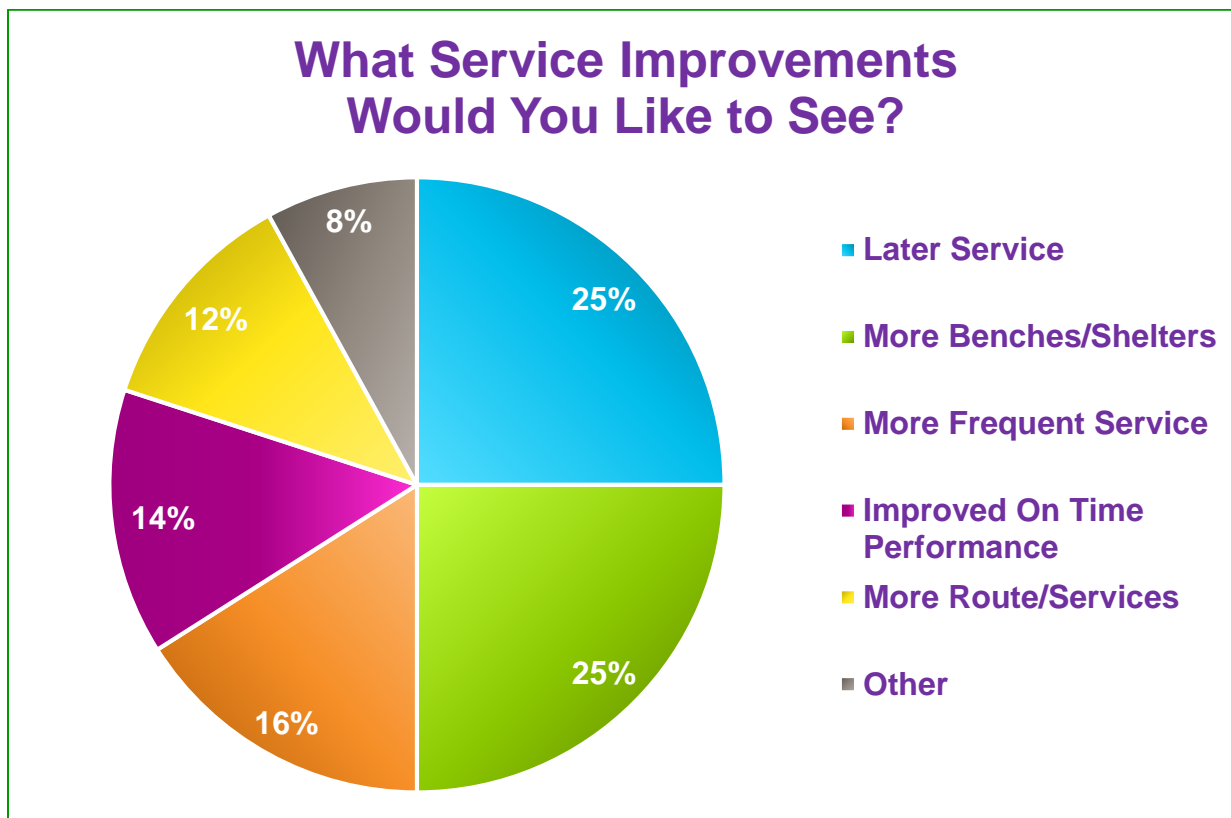
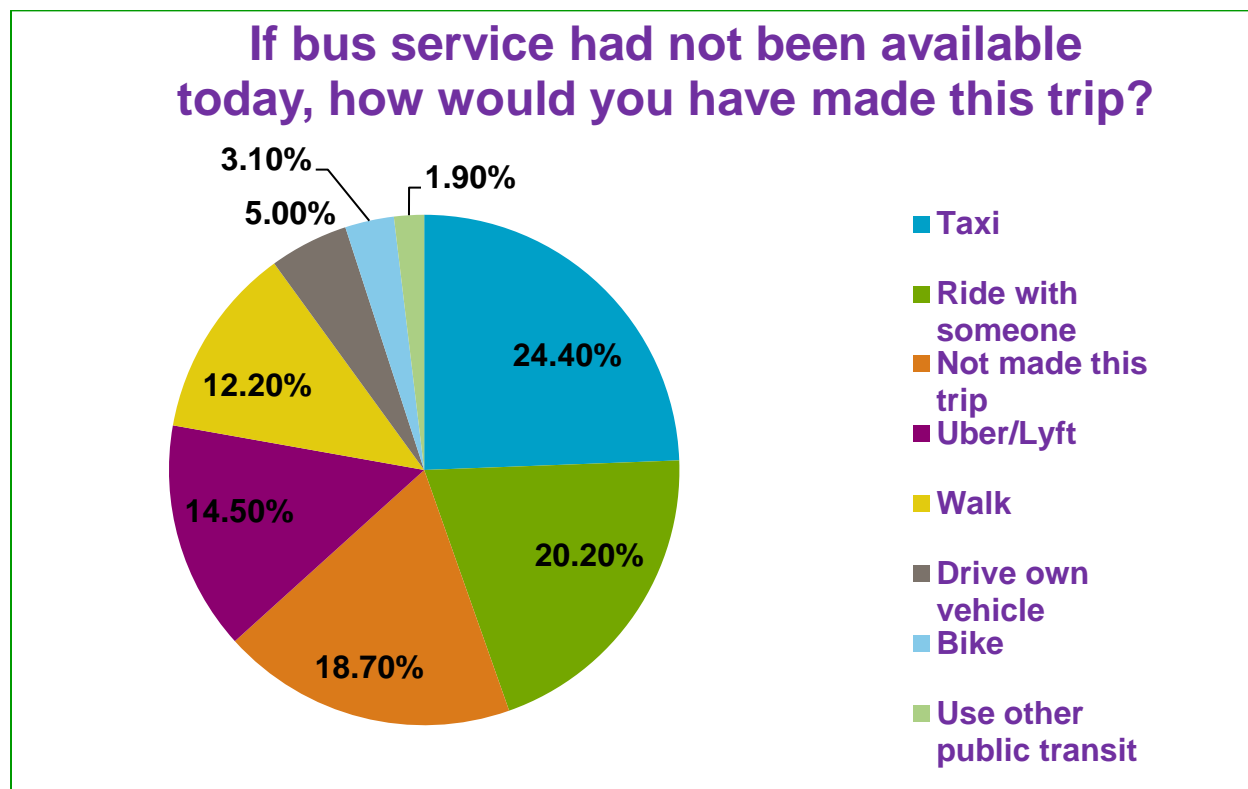


Figure 5-4: Rider riders' other transportation options



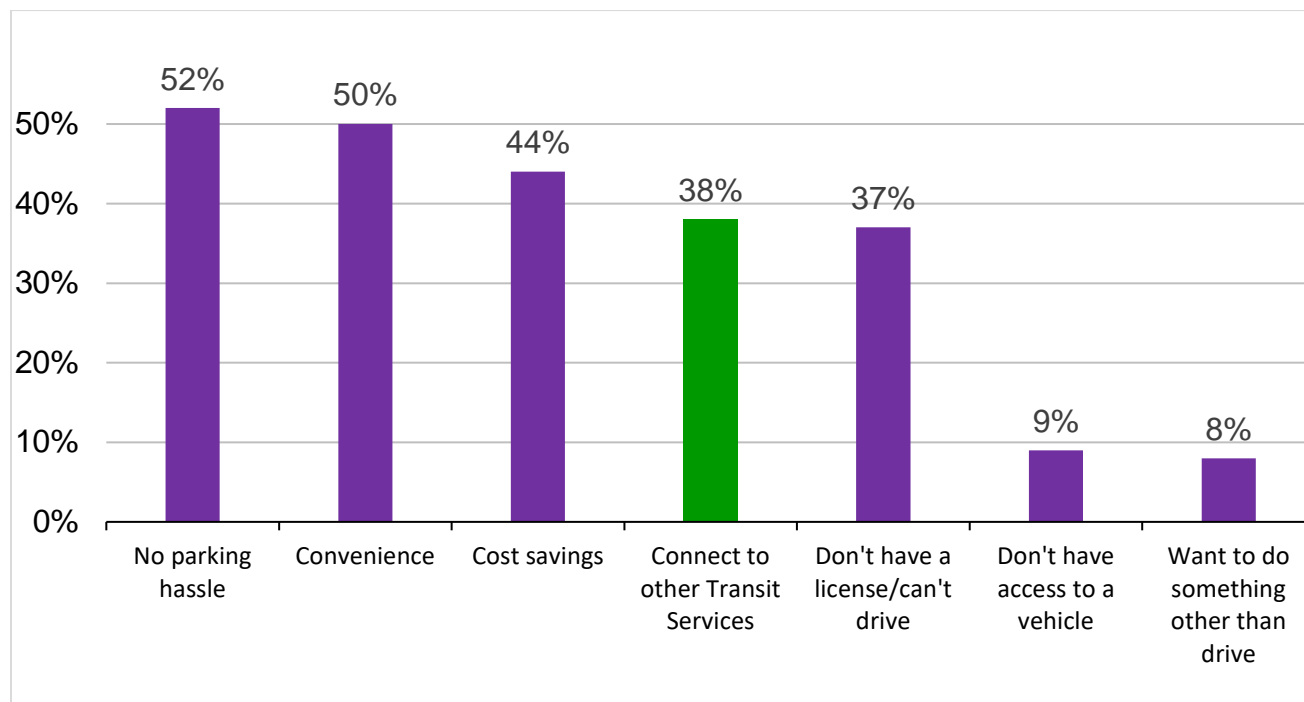


**Table 5-1: Would you recommend Rider to your family and friends**

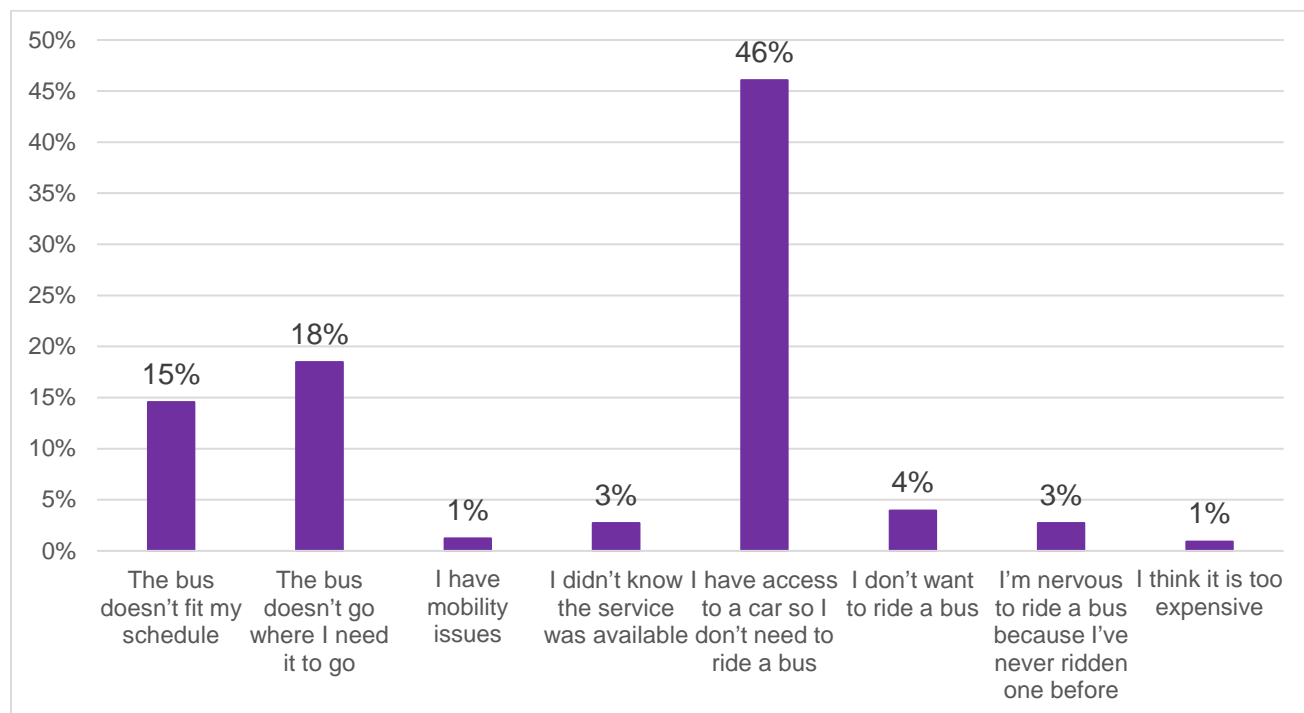
Would you recommend Rider to your family and friends?	Frequency	Percentage
Yes	275	93.9 %
No	18	6.1 %

## Community Results

**Figure 5-5: Community's reasons for using transit services**



**Figure 5-6: Community's reasons for not using transit**



The Community was also asked where they would like the bus/van to go that it does not go today. Some answers are listed below:

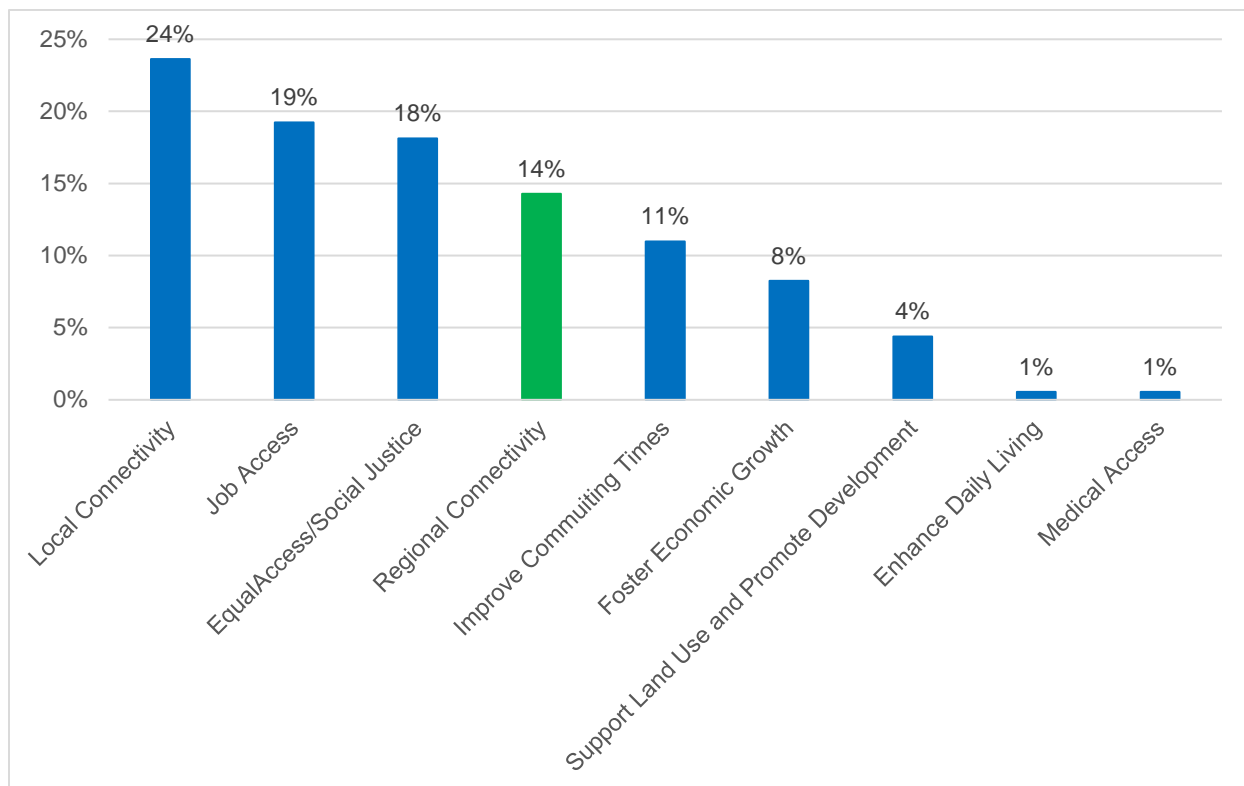
- Gastonia
- Harrisburg
- Frank Liske Park
- Salisbury
- Mooresville
- Airport
- South Union Street
- Huntersville
- Midland
- South Park Mall
- Weddington Road
- Mount Pleasant
- From Harrisburg to Light Rail
- From Kannapolis to Light Rail
- Amazon
- University Area
- VA in Salisbury
- Downtown Concord
- Uptown Charlotte
- Cornelius
- Lake Norman

## Focus Groups and Steering Committee

The first questions asked to stakeholders and focus groups was what they considered to be the role of public transportation in the community.

There were several answers that stood out. Local connectivity received most votes (24 percent), followed by job access (19 percent) and equal access/social justice (18 percent). Again, regional connectivity is represented in green (14) percent See Figure 5-7.

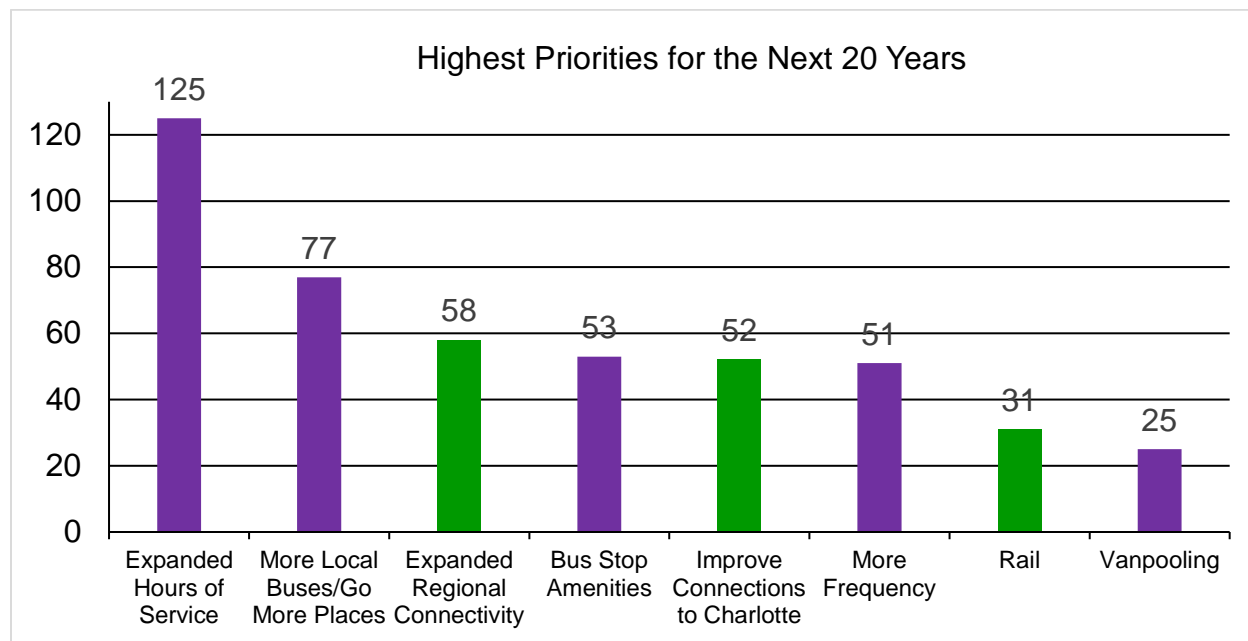
**Figure 5-7: Role of public transportation in the community**



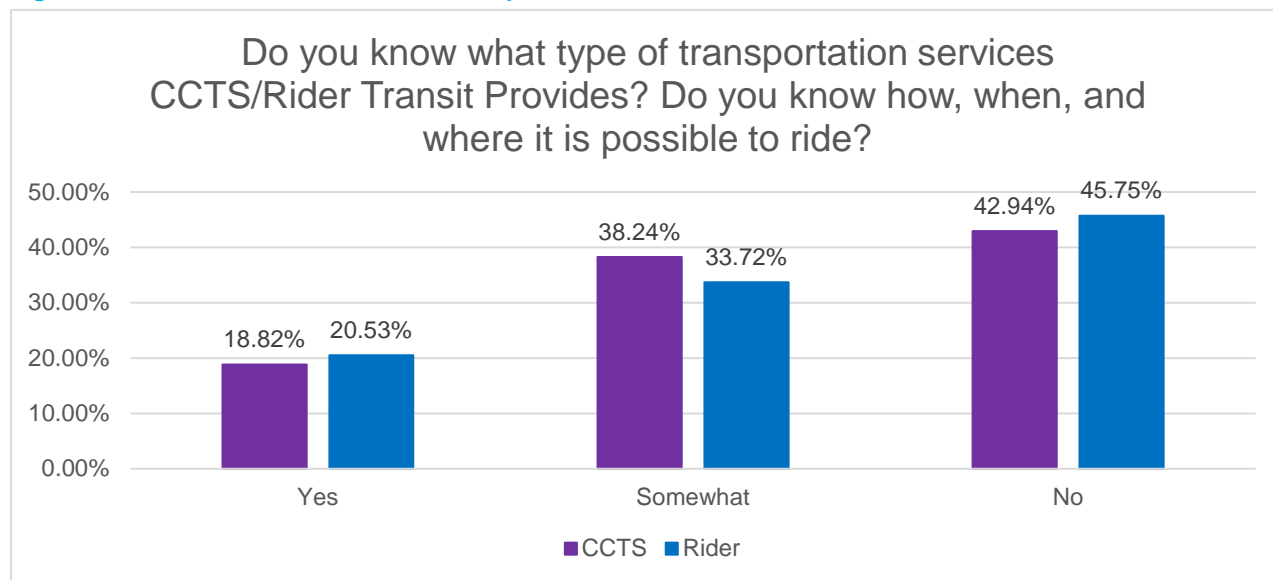
The stakeholders and focus groups were asked about the highest priorities for public transportation. They were given the option to vote for multiple priorities or use all their votes on one priority. Their results were combined and showed that overwhelmingly the highest priority is to provide expanded hours of service, this includes later evenings and earlier morning service (125 votes). This result coincides with the rider's most requested improvements.

The second priority is to expand local connectivity with more routes and access to more locations (77 votes) followed by regional connectivity, again shown in green (58 votes). See Figure 5-8.

**Figure 5-8: Priorities for public transportation in the next 20 years**



**Figure 5-9: Awareness of CCTS/Rider Transportation Services**



## Potential Regional Connections

The Steering Committee was asked to identify potential regional connections for transit service during their meeting on September 27, 2018. The committee identified several adjacent and nearby communities and destinations that transit users may benefit from having access to. Those communities are as follows:

- Huntersville
- Cornelius
- Davidson
- Salisbury

The committee was also asked to identify potential vanpool opportunities with businesses or regions in or near the County. Some of the opportunities that the Committee identified were the following:

- Manufacturers on Concord Parkway
- The Carver and/or Logan Communities – these are low income communities
- The Corning plant in Midland
- The Amazon facility on Derita Road
- Poplar Tent/Derita area
- Metrolina Greenhouses



## 6. Systems Consolidation Considerations

The purpose of this section of the Long Range Public Transportation Master Plan study is to determine if consolidating Rider Transit and Cabarrus County Transportation Services is feasible and advisable. In addition, the project team has developed alternatives to consolidation to present a full menu of options to the transit services within Cabarrus County and the cities of Concord and Kannapolis.

This document contains a description of the approach, findings and results of the consolidation study for Cabarrus County Transportation System and Rider Transit in the cities of Concord and Kannapolis.

### Stakeholder Involvement

The steering committee and other important project stakeholders have been engaged in this project with several recurring meetings and discussions. The project team and staff from Rider Transit and CCTS met on a weekly basis to discuss the project details related to various aspects of the Long Range Public Transportation Master Plan and the consolidation portion of the study.

The project team held a project stakeholder meeting with the City Managers of Kannapolis and Concord, the Cabarrus County Administrator, Rider's Transit Director and the Transit Manager of CCTS on October 12<sup>th</sup>, 2018 to discuss consolidation of the two transit systems and to gather initial input from the group. The discussion centered on several important consolidation factors including governance, personnel, funding, and labor agreement implications. Cabarrus County, Concord, and Kannapolis have a strong history of collaborative efforts, but no other consolidation efforts exist in the county for any other type of community service.

Governance and leadership of a potential transportation authority were among the issues discussed since Concord and Kannapolis are both contained within Cabarrus County. In addition, representation for a newly created authority was discussed. The composition of the board would have to be composed equitably with each member jurisdiction represented and bylaws created determining potential term limits on board members and rules related to election and replacement of board members.

The funding of a potential consolidated system, whether it be an authority or be led by one of the two partner transit systems was discussed at the meeting. Implications of potential funding sources along with the federal lead agency designation are to be considered. Currently federal and state funds both are allocated to both transit agencies.

Other potential issues related to consolidation discussed at the meeting were the potential perception for the loss of control of the transit system. In addition, consolidation of the two systems will necessitate in the construction of a larger facility to house the capital assets of the systems and to allow staff from both systems to eventually come together as one. More detail concerning this new potential facility was discussed and a study would be undertaken for the facility location, size, and projected cost of the facility. The capital costs for the consolidation were discussed to be distributed equitably amongst the municipalities.

Finally, the project stakeholder discussion deliberated about “deal-breakers” for consolidation. Each of the municipalities in the meeting expressed that if substantially more funding were required by each of them, this would not be optimal for consolidation of transit services. The need for providing efficient and more cost effective trips would also need to result from the consolidation. Furthermore, Cabarrus County Transportation Services does not currently have a unionized agreement, whereas Rider Transit does have a union agreement with Sheet Metal, Air, Rail, and Transportation Division (SMART TD). This labor distinction was discussed between the non-unionized County service and the unionized Rider Transit service as work rules and labor costs will need to be assessed for each one of the groups. This includes concerns about CCTS Drivers who currently have benefits through The State of North Carolina.

Although they both use RouteMatch, Rider Paratransit is on the cloud and CCTS is on a local server, which makes consolidation of the databases challenging. Rider Paratransit schedules return trips, whereas return trips for CCTS are will-call only. 52% of Rider Paratransit riders also took a trip with CCTS between 9/1/2018-10/30/2018. There would be need for significant education for schedulers to schedule riders under correct trip type.



The project team has utilized these meeting discussion topics along with other research and key inputs from stakeholder interviews and meetings to assess positives and negatives along a continuum of potential government agency partnerships and service integration types, which were established prior to Stakeholder interviews and meetings.

## Consolidation Options Assessment

The purpose of this section is to evaluate potential transit consolidation options for consideration in Cabarrus County, and to identify those that may be most suitable for possible implementation. In describing the consolidation options, the term “service integration” will be used in place of “consolidation.”

## Description of Service Integration Options

Interagency coordinative arrangements and activities among government agencies are quite common and occur in a wide range of forms. Agencies involved in efforts to strengthen organizational working relationships alter the interests of their institutional and governance structure to take into account the interests of the other agencies involved and the public they serve. To do so, agencies need a way to guide the consolidation continuum so that it continues to reflect the common interests of the participants. The governance structure chosen for an organization depends on the location along the continuum the participating agencies are in their relationship-building efforts.

Following is a list of possible service integration types ranging from the lowest level of commitment to the highest:

- **Connection** is a relationship based on common interests but with no significant resource sharing other than information. For example, staff members of transit agencies operating in the same geographic area speak with each other informally regarding shared areas of expertise.

*Transitioning to **Cooperation** is contingent upon the following:*

- Implementing informal to less-formal agreements
- Information and limited resource sharing
- Limited integration of services and goals

- **Cooperation** involves low-level linkages, informal to less formal agreements, some resource sharing, and limited integration of organizational services and goals. For example, transit agencies which operate shared park-and-ride facilities agree to facilitate passenger transfers between systems, provide unified passenger information/amenities, and meet periodically to discuss relevant operational issues.

*Transitioning to **Coordination** is contingent upon the following:*

- Implementing more formal agreements
- Resource sharing
- More formal integration of services and goals

- **Coordination** consists of more robust linkages that involve participants sharing resources beyond information to pursue shared goals. For example, transit agencies that operate paratransit and rural transit services meet regularly to coordinate trip planning, passenger transportation, and related activities.

*Transitioning to **Collaboration** is contingent upon the following:*

- Implementing formal agreements
- Integrated resources including staff, facilities, and vehicles
- Research legal implications

- **Collaboration** is marked by strong linkages, formal agreements, and complex goals usually pursued over a long period of time. It has a stable membership with strict processes and structure. Resource commitment is significant. For example, transit agencies would operate as one entity, but retain individual identities.

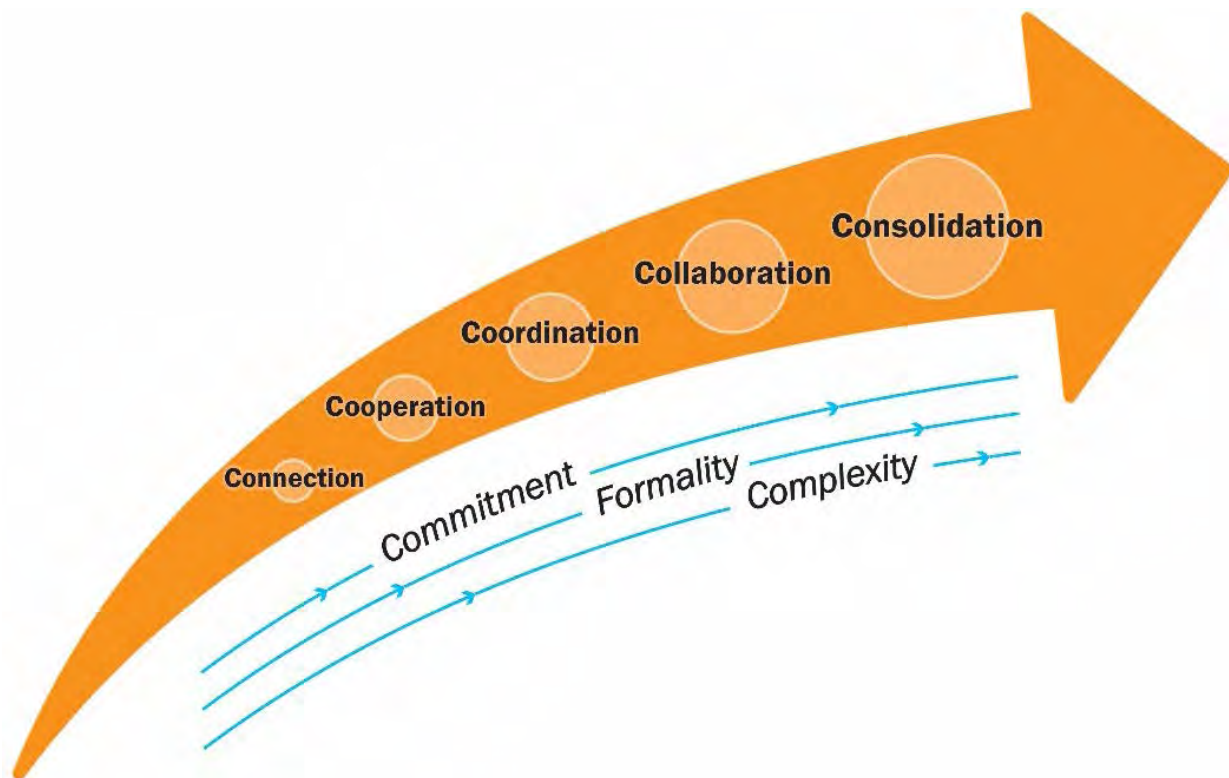
*Transitioning to **Consolidation** is contingent upon the following:*

- Merging all elements of the existing transit services into one entity
- Determining tax and funding implications and sources

- **Consolidation** involves one agency subsuming the service of another agency, which then stops providing it. For example, formation of a regional transit authority which would combine existing agencies and operate their services under the new authority's name.

These various forms of service integration differ based on complexity of purpose, intensity of linkages, and formality of agreements, as shown in Figure 6-1.

**Figure 6-1: Service integration continuum**



## Criteria to Determine Partnership Types

Evaluation methods and the data produced are grouped into the two categories of quantitative and qualitative. In general, quantitative methods compare numeric data while qualitative methods capture more descriptive data. The method(s) chosen are determined by the purpose(s) of the evaluation and the resources available to design and conduct it. In practice, most researchers and evaluators agree that combining quantitative and qualitative techniques produces a more rich and comprehensive understanding of a project's characteristics and benefits.

The options described in the above section will be evaluated for possible application in the potential transit service integration. A set of guidelines has been defined to perform this evaluation. The guidelines contain both quantitative and qualitative evaluation criteria and are presented below.

## Quantitative Evaluation Criteria

Quantitative observations are made using definitive data, in this case from existing datasets and analysis. Quantitative criteria are useful in that findings are precise and reliable with a consistent underlying data set. However, quantitative criteria may not be robust enough to explain complex issues that are interdependent on other criteria.

## Potential for Operating Cost Changes

Reducing the overall operating cost may occur if the operating costs of the combined entities were to be less than the sum of operating costs for the current individual agencies. Operating cost savings would potentially come from the following areas:

- Administrative and management costs
- Vehicle Operations
- Vehicle maintenance and repair
- Improved efficiency in trip types origins and destinations
- Technology systems (scheduling, software)

## Potential Capital Cost Changes

Capital costs such as vehicles, facilities, and passenger amenities (onboard Wifi, online demand response reservation requests) can potentially be reduced through service integration by increasing purchasing power and economies of scale.

## Impact on Level of Service

Service integration may lead to cost savings to pay for increased levels of service provision. It is assumed that the integrated service levels would remain at least at pre-integrated levels.

## Potential for "Seamless" Service

Seamless service involves the integration of two or more transit systems that function as one system with a single user interface online and call center. The perception of the public is that they are utilizing one transit system, regardless of which system is providing the service. This makes transit service easier to understand and access for the public. Seamless service may also include a unified fare structure including electronic fare payment and vehicle location system wide. An integrated countywide transit system has the potential to be more convenient and understandable to riders and conducive to more effective public information efforts. In addition, improvements in quality of services may be realized. These may include fleet reliability and appearance, improved demand-response scheduling, public information systems, and integration of independent services and modes.

## Qualitative Evaluation Criteria

Qualitative data is usually gathered by observations, interviews and group discussions, all of which have been conducted during this study. Qualitative information can be quite valuable because it can provide more detailed information to explain complex issues, provide multiple methods for gathering data on sensitive subjects, and involve human interaction and interpretation. Qualitative data is limited in that it is more difficult to analyze and data collection is usually time consuming and costly.

## Ease of Implementation

Integrating government services and functions can be beneficial, but legal, legislative, and public involvement barriers can offset the advantages of pursuing the partnership. This criterion was developed to acknowledge that more intricate and binding partnerships will face more complex and difficult implementation hurdles.

## Community/Political Will Required to Enact

Efforts to integrate transit systems benefit from a local champion, either an individual or an agency that advocates for the new organization and helps establish its implementation. Typical barriers to change are unexpected changes in the external conditions, a lack of commitment in implementation, resistance of people involved, and/or a lack of resources. Overcoming these barriers requires strong, consistent leadership to communicate the need for change, manage the change process, and promote the new organization/system.

## Service Integration Options Evaluation

The service integration options screening process is qualitative in nature but is primarily designed to identify the options most likely to produce the most feasible and productive outcome. The quantitative and qualitative criteria were evaluated separately and then summarized to produce an overall ranking of the consolidation options.

### Quantitative Criteria Evaluation

Table 6-1 depicts the five consolidation options described in Section 7, and how they compare across the quantitative criteria defined above.

**Table 6-1: Quantitative evaluation matrix**

Quantitative Evaluation Criteria	Level of Service Integration				
	Connection	Cooperation	Coordination	Collaboration	Consolidation
Potential Operating Cost Savings	2	2	2	3	5
Potential Capital Cost Savings	2	2	3	3	3
Impact on Level of Service	2	2	3	4	5
Potential for "Seamless" Service	3	3	4	4	5

The following list provides a description and evaluation of key characteristics compared in the previous table. Each type of service integration in the table was assigned 5 points for having a significant impact on an evaluation criterion, 4 points for high, 3 points for moderate, 2 points for low and 1 point for minimal impact. Following each of the criteria below is a discussion concerning each and their expected benefits and potential challenges.

- **Potential Operating Cost Changes** – Three components (administrative and management costs, vehicle operations, and vehicle maintenance and repair) were evaluated for the impact these variables could potentially have on reducing operating cost. These three criteria were evaluated by analyzing cost data from both Rider and CCTS.

#### *Administrative and Management Costs*

Rider and Cabarrus County Transportation Services are structured to serve different transit markets with similar but different agency missions. Rider Transit operates an urban, Fixed Routebus service supported by complementary ADA Paratransit services. In addition, one express route to Charlotte is offered through Rider Transit – CCX. Furthermore, Rider Transit utilizes a service contract with Transdev for system operations and also provides six positions at Rider Transit. Transdev also provides additional weekend staff support for customer service coverage.

Rider and Cabarrus County Transportation Services provide demand response service with lift equipped vehicles but are segregated into service types. For each of the four levels of service integration presented earlier, opportunity exists for combining the administrative and management staffs of the two organizations. Consolidation can create management functions that are more responsive to transit and shared-ride needs from the community perspective and results in an overall higher level of professional management.

#### *Vehicle Operations*

The analysis revealed substantial overlap in the service areas of the two systems. Rider Transit operates in the two cities of Kannapolis and Concord and the adjacent sections of Cabarrus County within the ¾ mile area around the fixed routes. Cabarrus County Transportation Services operates demand response service throughout Cabarrus County, but is limited with Rural General Public trips due to the requirement of either origin or destination must be in the rural area of the county.

#### *Vehicle Maintenance and Repair*

Consolidating maintenance management systems, parts inventories, and certain maintenance activities can potentially preserve funding and improve the quality of vehicle maintenance. Rider Transit has a vehicle maintenance and repair facility in Concord; CCTS contracts out maintenance and repair functions.

The potential for cost savings from combining maintenance can be significant once an adequate facility has been constructed to house both fleets. Currently, Transdev leases a facility to perform their administrative and maintenance functions. This facility is at capacity and not large enough to accommodate both fleets and offer maintenance to both fleets. A separate facility will need to be constructed or leased for this purpose.

The analysis of the potential operating cost changes reveals moderate economies of scale from integrating Rider Transit and Cabarrus County Transportation Services. However, the more structured partnerships will have a significant advantage over the less structured options due to potential benefits of more formal integration of service planning and scheduling, trip planning, and dispatch.

- **Potential Capital Cost Changes** – The opportunity to consolidate existing facilities and combine capital purchasing was found to be moderate. Cabarrus County Transportation Services purchases vehicles of less value than Rider Transit, and the potential cost differences from increased capital purchasing power are nominal. The more highly integrated partnership types were considered to have a slightly higher likelihood of achieving capital cost savings.
- **Impact on Level of Service** – The level of service available to the public should improve or remain the same (at minimum) because of service integration. Because the likelihood of potential cost changes was considered to be higher with the more strongly integrated partnership types Collaboration and Consolidation, these types scored higher than the less integrated partnership types.
- **Potential for "Seamless" Service** – As with the prior criterion, the potential for a seamless or more integrated service was considered more likely with the more highly integrated partnership types.

## Qualitative Criteria Evaluation

Table 6-2 depicts the five consolidation options and how they compare across the quantitative criteria defined above.

**Table 6-2: Qualitative evaluation matrix**

Qualitative Evaluation Criteria	Level of Service Integration				
	Connection	Cooperation	Coordination	Collaboration	Consolidation
Ease of Implementation	1	2	4	5	5
Public Perception	2	3	3	5	5

As shown in the quantitative evaluation, the following list provides a description and evaluation of key characteristics compared in the qualitative evaluation table. Each type of service integration in the table was assigned 5 points for having a significant impact on an evaluation criterion, 4 points for high, 3 points for moderate, 2 points for low and 1 point for minimal impact.



- **Ease of Implementation** - Consolidations of government agencies can be very complicated and take longer periods of time to implement. The goal of consolidating into a countywide transit system could potentially produce significant benefits in terms of addressing regional travel needs, improved regional planning, maximizing funding, and creating administrative and operating efficiencies. This could be achieved integrating primary transit system functions in a phased implementation approach.
- **Public perception** – Based on information from stakeholder meetings, surveys and meetings with the City Managers and County Administrator, the public perception for consolidating services is very positive. Stakeholder interviews included staff from both systems, city managers from Kannapolis and Concord, the County Administrator, and other systems staff. In addition, the public involvement process undertaken during the project showed public perception as high for consolidated services or a greater amount of collaboration leading to consolidation.

## Summary of Findings

The option to consolidate both transit systems for local Fixed Route and Paratransit along with Demand Response service would create a single, larger transit operator that would represent Cabarrus County, Concord and Kannapolis at the regional and state funding table. In addition, a consolidated agency could have greater resources and staff to begin to respond to new types of services and technologies in a comprehensive manner. After a thorough review of the positive impacts on service delivery and capital costs, as well as the challenges, consolidation of Rider Transit and Cabarrus County Transportation Services is recommended.

## Service Delivery

The most fundamental benefit when systems coordinate service delivery, is the potential for increased mobility for better access. For transit-dependent populations, including lower-income workers, the elderly, and persons with disabilities, removal of the current disconnect between many rural transit networks and their nearest counterparts means increased access to jobs, medical care, social and human services, and educational institutions. In a consolidated model, both Rider Transit and Cabarrus County offers the opportunity to review and evaluate existing routes and make modifications that better match current travel patterns. For transit agencies, coordination of transportation services can help eliminate duplicated services. Furthermore, consolidation can also mean the expansion of service into previously unserved areas and the creation of connections that enable additional intercity travel, namely to Charlotte, Salisbury-including to the VA Hospital, and Huntersville.

Rider Transit currently has a service contract in place, while Cabarrus County Transportation Services does not utilize an operations contractor. Although, a single contract could be developed for an entire consolidated system, it may be possible to have separate contracts for different types of services. In addition, a consolidated transit system allows more opportunities for creativity in service delivery. A better balance between efficiency as measured by operating cost per revenue hour and effectiveness as measured by passengers per revenue hour is possible.

## Procurement

Joint bus procurements could give a consolidated system or new public transportation authority greater leverage over the manufacturer in purchasing negotiations while also reducing cost via volume discounts.

## Maintenance and Storage

An additional joint facility for the consolidation of transit services could be sited and developed in Cabarrus County to accommodate both systems. The specific maintenance and storage facilities to accommodate fixed route, paratransit, and demand response vehicles will be closely examined during a separate, specific, siting study. A larger facility with joint maintenance allows more flexibility in vehicle management. Currently, Transdev facility is only of sufficient size to handle only its own demands, and CCTS does not have a facility.

## Management

The final management structure will need to be determined by the municipalities by mutual agreement. Whatever structure is determined, discipline/areas of specialty will be necessary in the following areas: Demand and Fixed Route Operations, Transit Planning, Administration, Finance, Public relations, Human Resources, Technology, Safety/security, and Maintenance. Each of the 19 new personnel positions are listed in each Phase of the plan as

their job roles become a necessity. In addition, a consolidated system would allow time for managers to develop expertise in specialty areas.

## Administrative Offices

The location of the administrative offices could be co-located with the maintenance and storage for the most strategic placement or in a separate facility. Transportation facilities for this purpose are eligible expenses for federal funds.

## Paratransit Programs

No potential challenges were identified concerning paratransit operations. A consolidated system could work with a single combined program and common service area.

## Evaluation Summary

A newly consolidated agency or a potential public transportation authority would have the potential to serve as the primary project sponsor for the purchase of new equipment and for transit capital projects, although one of the individual municipalities may prefer to remain the project sponsor for projects currently in development.

**Potential Advantages for Further Analysis.** A consolidated system or newly-created transportation authority has the following possible advantages:

- **Improved Allocation of Resources Through a Larger Pool of Vehicles and Operators.** There could be a significantly larger pool of vehicles available for different kinds of services, where today there are some limitations.
- **Optimized Route Structure.** To accommodate trips between the two cities and within additional portions of the county, the routes can be restructured to connect multiple destinations to improve transit accessibility.
- **Single Application and More Leverage for Regional Transit Funds.** A consolidated agency or authority could be better able to participate in funding applications and awards, as there would be a single point for coordination. A single point dissolves any competition created by having two separate agencies competing for similar or same funding. A single, consolidated agency would not necessarily receive additional funding above and beyond the funding currently received separately by the two agencies.
- **Direct Experience with Grants and Funds.** The new agency structure could allow for a specialist position for grants and funds to be available for all services, where today administrative positions are few. This could provide better ways to take advantage of available funds, and to fully track how these resources are spent.
- **Improved Demand Response Coordination.** A combined paratransit and demand response system could benefit both communities by having a larger pool of vehicles and resources and one call center to offer users. A common set of policies, eligibility designations, reservations systems, financial management, and other functions could be designed and implemented, reducing potential confusion for drivers and reducing exposure to potential misuse.
- **Dedicated Transit Funding.** In this option, it is envisioned there would be dedicated state and local transit funding being allocated directly to the transit operator. This dedicated local funding source can take many forms that will be discussed in the financial chapter. Across the United States, many jurisdictions have a dedicated sales tax that is used to support transit services for capital spending and operating expenses.
- **Common Transit Operations Goals.** The combined operation could provide a common direction and identity for all the county and the two cities in terms of setting goals for transit services, and common implementation and monitoring of the system performance.

**Potential Disadvantages for Further Analysis.** A consolidated system or newly created transportation authority such as this one has these possible disadvantages:

- **Significant Dependence on Current Revenue Streams.** Since no dedicated revenue stream exists now, the creation of a separate entity includes a basic assumption that no dedicated revenue could be diverted to a new entity, consolidated or authority. Therefore, any agency shortfalls could not be easily backfilled.
- **Credit for Transfer of Capital Facilities.** Each municipal entity has invested in equipment and facilities and some equitable arrangement would be required to transfer those to a new operating entity. Capital facilities

are usually funded mostly or completely through federal funds or other grants and would require a transfer of assets.

- **Potential Change in Fare Structures and Policies.** Both operators currently have a different fare system, and ways of administering discounted fares and passes. A standardized fare structure would be needed.
- **Short-Term Operator Incompatibilities.** At least for the initial operating years, it will require administering and potentially combining service contracts, and accommodating existing fleets and fuels. Through new contracts and procurements of new equipment, this disadvantage could be eliminated over time.
- **Significant Shift in Contact and Control from the Municipalities to New Agency.** Even though communication channels would be in place in a new organization, the familiarity and trust gained through the current locally-based system of resources, dispatching and coordination could require additional changes for improved efficiency and ease of use for passengers.

## Pathway to Consolidation

### Principles of Consolidation Summary



- ✓ Guiding principles: equal governance among partners, same or lower operating costs, same or better level of service.
- ✓ Consolidated Agency or Authority to be staffed by existing Rider and CCTS employees.

## Governance Structure

While this chapter is primarily about various efforts and levels of service integration options, it should be noted that the formation of a public transportation authority is also a consideration in this process and a viable action that can be taken. This would entail the formation of a new public transportation authority to oversee all transit operations in Cabarrus County. Following the formation of an authority, neither the Rider Transit nor the Cabarrus County Transportation System would exist but would be subsumed by the authority.

The North Carolina General Assembly amended Chapter 160A of the General Statutes by adding Article 25 enabling the creation of public transportation authorities. This article states that a municipality may, by resolution or ordinance, create a transportation authority and shall consist of 11 members as determined by the governing body of the municipality. The members of the authority shall elect a chairman and vice-chairman from the membership of the authority. Article 25 states the purpose of the authority “shall be to provide for a safe, adequate and convenient transportation system for the municipality creating the authority and for its immediate environs, through the granting of franchises, ownership and leasing of terminals, buses and other transportation facilities and equipment, and otherwise through the exercise of the powers and duties conferred upon it.” (*NC GEN ST § 160A-578. Purpose of the authority*).

The general powers of the authority “shall include any or all of the following:

1. To sue and be sued.
2. To have a seal.
3. To make rules and regulations, not inconsistent with this Chapter, for its organization and internal management.
4. To employ persons deemed necessary to carry out the management functions and duties assigned to them by the authority and to fix their compensation, within the limit of available funds.
5. With the approval of the municipality's chief administrative official, to use officers, employees, agents and facilities of the municipality for such purposes and upon such terms as may be mutually agreeable.
6. To retain and employ counsel, auditors, engineers and private consultants on an annual salary, contract basis, or otherwise for rendering professional or technical services and advice.;
7. To acquire, maintain and operate such lands, buildings, structures, facilities, and equipment as may be necessary or convenient for the operations of the authority and for the operation of a public transportation system.

8. To make or enter into contracts, agreements, deeds, leases, conveyances or other instruments, including contracts and agreements with the United States and the State of North Carolina.
9. To surrender to the municipality any property no longer required by the authority.
10. To make plans, surveys and studies of public transportation facilities within the territorial jurisdiction of the authority and to prepare and make recommendations in regard thereto.
11. To enter into and perform contracts with public transportation companies with respect to the operation of public passenger transportation.
12. To issue certificates of public convenience and necessity; and to grant franchises and enter into franchise agreements and in all respects to regulate the operation of buses, taxicabs and other methods of public passenger transportation which originate and terminate within the territorial jurisdiction of the authority as fully as the municipality is now or hereafter empowered to do within the territorial jurisdiction of the municipality.
13. To operate public transportation systems and to enter into and perform contracts to operate public transportation services and facilities and to own or lease property, facilities and equipment necessary or convenient therefor, and to rent, lease or otherwise sell the right to do so to any person, public or private; further, to the extent authorized by resolution or ordinance of the municipality to obtain grants, loans and assistance from the United States, the State, any public body, or any private source whatsoever.
14. To enter into and perform contracts and agreements with other public transportation authorities pursuant to the provisions of G.S. 160A-460 through 160A-464 of Part 1 of Article 20 of Chapter 160A of the General Statutes; in addition, to enter into and perform contracts with other units of local government when specifically authorized by the governing body, pursuant to the provisions of G.S. 160A-460 through 160A-464 of Part 1 of Article 20 of Chapter 160A of the General Statutes.
15. To do all things necessary or convenient to carry out its purpose and to exercise the powers granted to the authority." (NC GEN ST § 160A-579. *General Powers of the authority*).

It is recommended that the governance of the transit system, whether by a consolidated agency or a public transportation authority, be equitable among the partner agencies and municipality staff (i.e., the two cities and county). Equitability can be initially governed and established by a Memorandum of Understanding. Vote weighting or number of board members could be developed through negotiations with the various jurisdictions. In addition to a board, the operation could have oversight provided through a Technical Oversight Committee. This new organization may have the potential to serve as the primary project sponsor for purchase of new equipment and for transit capital projects.

Understanding the benefits and challenges of transit reorganization is critical in optimizing a successful regional entity's organization and governance structure. The following benefits and challenges relate to a single consolidated regional authority scenario.

## Benefits of a Single Consolidated Authority

Many of these benefits noted here are similar to the benefits discussed earlier in the consolidation section of this chapter.

1. **Transit Revenue Gains** are usually seen from the ability to offer volume advertising and may be also seen from route and fare structure integration.
2. **Use of Best-in-Class Technology** across the region would occur as transition plans to develop a single authority would assess the current use of technology at all area providers and migrate the full regional to the best-in-class.
3. **Use of Broader In-House Resources** for all need functions such as service planning, marketing and training. A larger regional authority's staff would be available to service the full region. It is envisioned this staff would be larger with greater expertise than simply a consolidated county system. Many small to mid-size transit agencies have insufficient resources to fully or even partially address of the demands of running transit service with the abundant federal compliance requirements. A larger authority provides the ability to properly focus on all aspects of operational and compliance functions.
4. **Positions the Region to Better Package Capital Funding Requests** by demonstrating a unified approach to capital investment requirements and priorities to federal and state stakeholders. In addition, as Cabarrus County and its cities continue to grow, the need to have a larger authority, or consolidated agency at minimum, to communicate with the Charlotte-Mecklenburg area will become vital. As more people travel between Charlotte and Cabarrus County, more transit investment will be required to maintain a high level of transit service. The need for adequate capital funding will become even more evident during those times.

## Challenges of a Single Consolidated Authority

Regionalization through a consolidation of agencies into a single transit authority does also pose challenges, including the following key items:

1. **Concern that Customer Needs Would Not be Properly Addressed in a Regional Structure** is one that is typically raised when regionalization is evaluated. Concerns could be addressed by (a) developing organizational and governance structures that focus on customer service and (b) implementing a transition plan that includes steps to minimize the customer service learning curve once the authority has been formed.
2. **Requirement for Local Decisions and Legislative Changes** related to organization and governance structures would be required by local elected officials. Although there are steps that must be taken to establish the regional authority, they are all achievable provided there is a political will to do so and stakeholders are reasonable in reaching the necessary agreements.
3. **Governance Change from County/City Control to County/City Representation** would occur if regionalization via a single authority is implemented. County and city elected officials, who today control the governance of their local transit agencies, would relinquish that role and instead would have partial representation on the regional authority's board. These county and city officials would need to weigh the loss of governance control against the financial benefit of seeing a reduction in their required transit funding obligation and the continuation and potential improvement of service to their constituents.
4. **Varying Labor Costs and Work Rules within the Single Regional Entity** would need to be maintained in order to achieve the full financial and operating benefits of regionalization. The key to optimizing regionalization benefits is to develop an organization structure and an accounting structure that permits and accounts for represented and non-represented operations. Many transit agencies and authorities around the nation manage a mixed operation, a portion of which has union representation and a portion of which has no union representation.

Many of these benefits and challenges can respectively be ensured and diminished by the choices made regarding the regional authority's organizational and governance structures.

**Labor Union Considerations.** Referenced earlier in this chapter is the current union arrangement with Rider Transit and the non-union organization of the Cabarrus County Transportation System. In an effort to allow both union and non-union employees to serve the Cabarrus County area, it is proposed to divide the area geographically so that union drivers and non-union drivers do not cover the same geographic areas. In addition, any services that would cross the geographic boundary would be considered a non-union service. This option would require union agreement and approval from the FTA.

Potential concerns are that current county employees may lose staff seniority and time in service by transitioning to union employment. Note that the transitional period noted in some of the options below may take years to accomplish. Additional options to address this issue are detailed below:

- The county may allow a transitional period to shift employment to the existing union. As part of the transitional period, the County may also allow hiring preference for other positions in the County if employees want to shift to another position.
- CCTS may allow current employees to retire and hire new staff in union employment.
- All county employees may transition to become employees of the lead municipal agency.
- County employees may opt to become employees of the resulting integrated system rather than remaining county employees. This option would assume an authority is created rather than consolidation of services.
- The service contractor may offer to coordinate hiring of any new employees. In addition, the service contractor may also be required to keep benefits and compensation consistent for employees who do shift to become unionized employees.
- The union and the municipal employees may remain as separate entities with employees retaining separate status with their respective agencies.



## Organizational Structure

One of the primary benefits of consolidation is centralizing administrative staff to attain operational and administrative efficiencies. The administrative structures of both Rider Transit and Cabarrus County Transportation Services have small staff with each having multiple staff who need skills in all areas to run the transit operation.

All transit systems need to have expertise in house or contracted for with specific skill sets in the following:

- Operations
- Maintenance
- Planning
- Public relations
- Administration
- Finance
- Human resources
- Technology
- Safety/security

## Other Consolidation Resources

NCDOT has also begun considering consolidation as a statewide approach. A former research study has been conducted by NCDOT to investigate rural consolidation. As the subject was discussed with rural transit providers across the state, the perspective was not favorable in most cases. Within North Carolina, some cases exist where consolidation efforts were collaborative and highly motivated, yet other transit service providers were more concerned with the survival of individual systems. NCDOT has encouraged consolidation in the past at the state level. North Carolina now has more than 14 consolidated rural transit systems and in 2017 the legislature provided a monetary incentive for systems that agree to consolidate. NCDOT Public Transportation Division office is available to provide technical assistance in the consolidation approach, if requested by the local transit agencies.

## Getting Started with Consolidation

A chart of 13 activities on the next page lays out steps to begin the formal process of consolidation. The chart below also lists the representatives from various agencies to be involved at check points through the consolidation process. In this process, city and local leadership representation is suggested throughout along with city and county attorneys to assist in guiding the process. It is suggested that labor union leadership along with NCDOT leadership also be included in consolidation discussions. During the concluding steps, it is recommended that the FTA, Region 4 leadership along with United States Department of Labor leadership from Washington, DC be involved in the process.

## 13 Activities to Begin the Formal Process of Consolidation

Item	Description	Who should be involved?
1	Two Public Transit Systems mutually agree to initiate discussions regarding the coordination, cooperation and/or the consolidation of one or more services provided by a lead transit agency and/or the transit system consolidation of administration and operating services.	<ul style="list-style-type: none"> <li>Transit system representatives</li> </ul>
2	“Champion” is identified to lead the process with collaboration from other staff, as needed.	<ul style="list-style-type: none"> <li>Transit system representatives</li> </ul>
3	“One pager” is developed that describes the objectives of the project and outlines potential benefits.	<ul style="list-style-type: none"> <li>Transit system representatives</li> </ul>
4	Partner agencies within the local municipalities are identified and contacted (e.g., public works department, human services department). These are other agencies within one of the cities or the county that affect the transit services.	<ul style="list-style-type: none"> <li>Transit system representatives</li> <li>Any other municipal leadership from other departments</li> <li>City and county leadership</li> <li>City and county attorneys</li> <li>NCDOT representatives</li> </ul>
5	Affected public transit systems finalize the scope of transit service and organizational changes to be made during consolidation.	<ul style="list-style-type: none"> <li>Transit system representatives</li> </ul>
6	Staff recommendations to support the transit service and organizational changes are made.	<ul style="list-style-type: none"> <li>Transit system representatives</li> </ul>
7	Convene meeting of local officials to discuss proposed changes and full scope of consolidation.	<ul style="list-style-type: none"> <li>Transit system representatives</li> <li>Any other municipal leadership from other departments</li> <li>City and county leadership</li> <li>City and county attorneys</li> </ul>
8	Present consolidation plan to union representatives for initial discussion.	<ul style="list-style-type: none"> <li>Transit system representatives</li> <li>Any other municipal leadership from other departments</li> <li>City and county leadership</li> <li>City and county attorneys</li> <li>Union representatives</li> <li>Management company</li> </ul>
9	Affected transit systems to present consolidated system to NCDOT with all proposed changes along with funding and capital asset implications.	<ul style="list-style-type: none"> <li>Transit system representatives</li> <li>NCDOT representatives</li> </ul>
10	Finalize consolidation plan incorporating all comments from NCDOT and jurisdiction leadership.	<ul style="list-style-type: none"> <li>Transit system representatives</li> </ul>
11	Discuss results with city and county leadership and finalize any negotiated items that require additional union discussion.	<ul style="list-style-type: none"> <li>Transit system representatives</li> <li>Any other municipal leadership from other departments</li> <li>City and county leadership</li> <li>City and county attorneys</li> </ul>
12	Present any negotiated items to union representatives and draft any MOU/MOA required to solidify the boundaries of union involvement and results of conversation.	<ul style="list-style-type: none"> <li>Transit system representatives</li> <li>City and county attorneys</li> <li>Management company</li> <li>FTA leadership</li> <li>Department of Labor (D) leadership</li> </ul>
13	Sign all required MOU/MOA documentation required	<ul style="list-style-type: none"> <li>Transit system representatives</li> <li>City and county attorneys</li> <li>Management company</li> <li>FTA leadership</li> <li>DOL leadership</li> </ul>

---

## 7. Service Recommendations

This section focuses on the service recommendations for CCTS and Rider Transit. The recommendations have been prepared based on information collected during the development of the study, extensive public input, a transit market analysis and evaluation of systems' needs to be able to respond to the area's growth. The service recommendations are presented in six phases, and include operational, capital, and personnel recommendations.

### Transit Market Analysis

A transit market analysis was conducted to better understand and project transit demand and needs within Cabarrus County. The results of the analysis served to determine transit modes and frequencies that would be most appropriate for the type of transit markets: emerging, moderate, and strong. The analysis was conducted by examining the following demographic and land use indicators supportive of transit:

- Population density
- Employment
- Households without access to vehicles
- Historical ridership
- Future development

These indicators were reviewed at the block-group level using several datasets. The population density data and households without access to vehicles data came from the United States Census Bureau's ACS 2012-2016 five-year estimates. Employment was available at the block level from version 7 of the LEHD Origin-Destination Employment Statistics (LODES). Historical ridership was based on Rider boarding and alighting counts recorded on June 26, 2018. (It should be noted that RCCC was not in session during this sample ride day, but adjustments to the ridership on the yellow route were accounted for by using ridership at the RCCC stop from February 26, 2018). The employment, ridership, and development data were aggregated to block groups to use a standard geographical unit of comparison.

Each block group was scored based on the five demographic and land use indicators. Points were assigned to each indicator using a five-class natural breaks classification method. Values that fell into the first (highest) class received five points, second class four points, third class three points, and so forth. For example, a block group with a population density in the first class (3,706 to 5,503 persons per square mile) received five points. The points among all the demographic and land use indicators were added to a result which provided a cumulative score.

There were three potential transit markets that each block group could be categorized into, based on its cumulative score as seen below in the Transit market analysis overview.

## Transit Market Strength Analysis Overview

Population Density + Employment + Percentage of Zero-Vehicle Households + Historical Ridership + Future Development  
Points assigned according to the five natural break categories (Jenks method)

Transit Market Strength	Modes	Increased Frequency
<b>Strong</b>	High Capacity Transit, Fixed Route Bus, Flex Service	Short-Term
<b>Moderate</b>	Fixed Route Bus, Flex Service	Mid-Term
<b>Emerging</b>	Flex Service	Long-Term

The ranges for the markets were based on a three-class natural breaks classification method. Regions with the strongest transit markets in Cabarrus County were generally located in Concord, Kannapolis and at the Concord Mills/Exit 49 corridor. The transit markets were also assessed at a further defined geographic level by considering the major transportation corridors in the county. Some of the corridors with the strongest transit markets include Cannon Boulevard, Church Street, Dale Earnhardt Boulevard, Derita Road, Kannapolis Parkway, and Main Street, as well as Rte. 29 and in the future, Rte. 49 and Rte. 73. This analysis served to inform the type, frequency, and phasing of transit service recommendations that will be described in this chapter. In general, demand response service is recommended for the emerging markets, Fixed Route service in the moderate and strong markets, and high capacity transit in select strong markets. The existing Rider system does not provide Fixed Route service in all the moderate and strong markets.

Figure 7-1: Transit market analysis Current Service

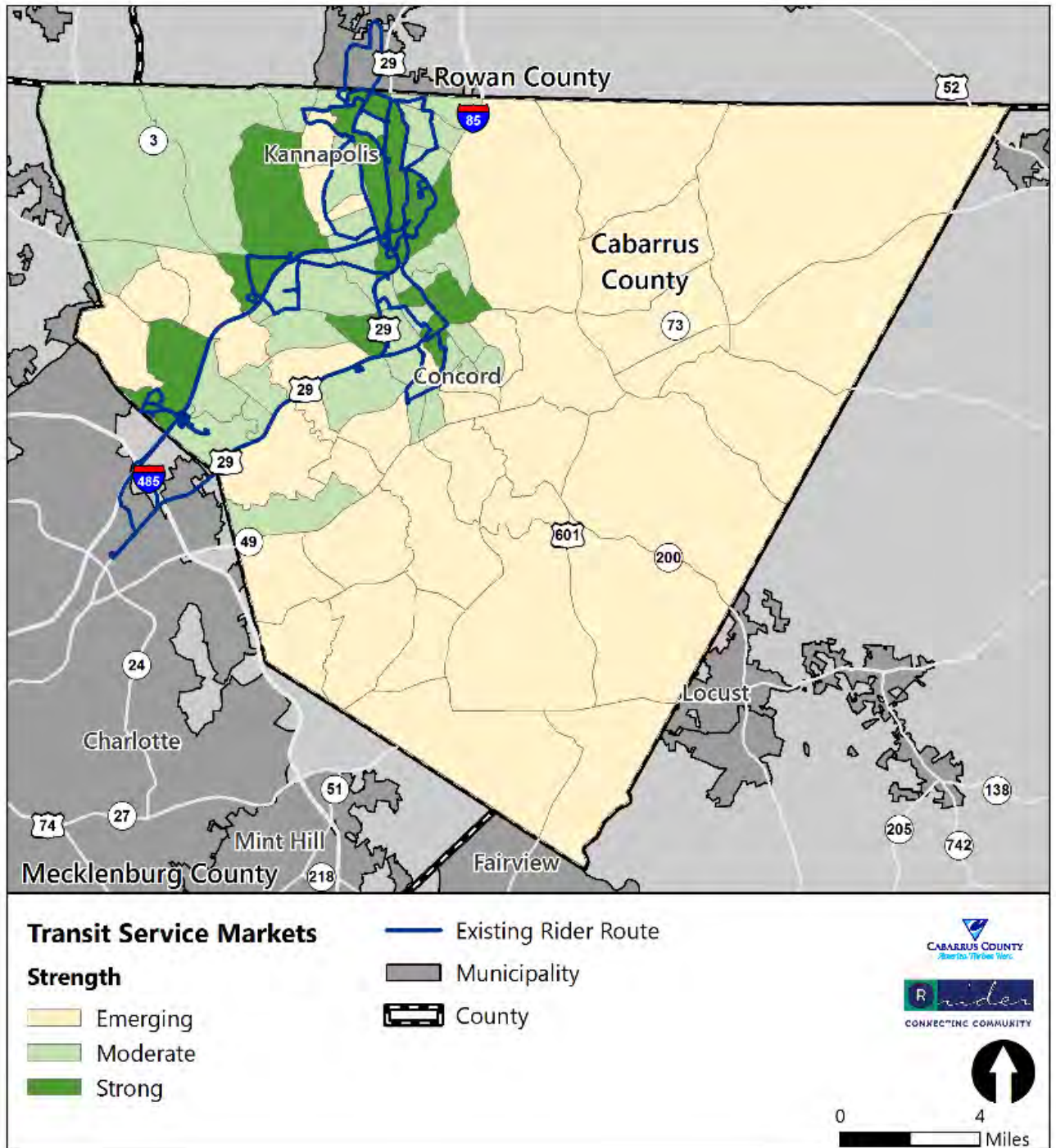
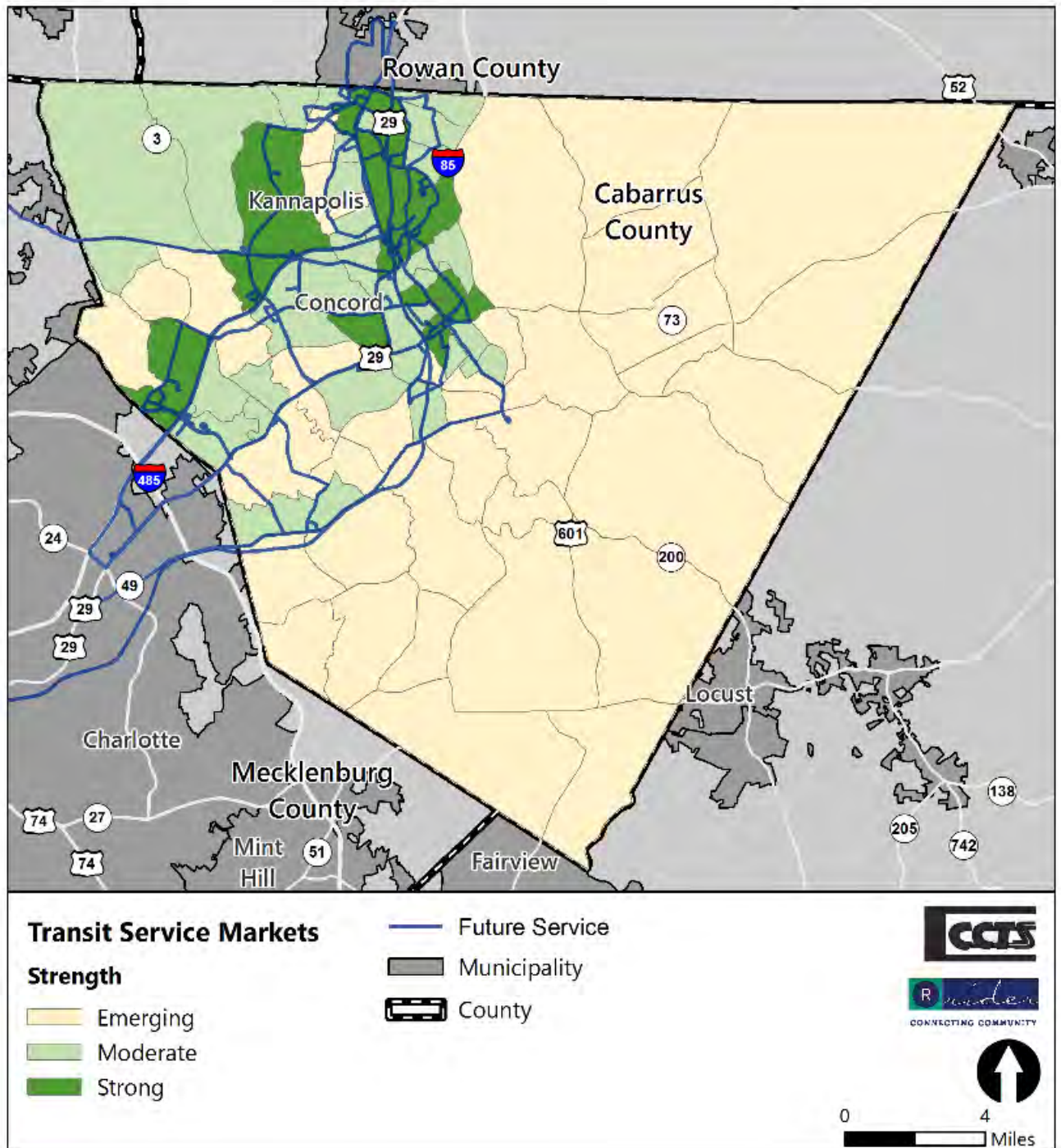




Figure 7-2: Transit market analysis proposed service



## Transit Modes

To best serve the transit markets identified as part of this study, there are a few types of transit service that could be adopted. The various types of transit service are described in the overview below:



Fixed Route

### Fixed Route

Operation of transit service along a set route with scheduled stops at various common collection points. Operation of Fixed Route service requires the operation of complementary ADA Paratransit service for individuals unable to ride the Fixed Route vehicle.



Commuter Service

### Commuter Service

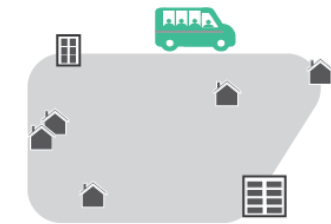
Fixed Route service operated only during peak commuting times in the morning and evening connecting major residential areas with major employment areas. Commuter service is generally an 'express' service in that it makes limited stops along its route to keep the trip time as close as possible to automobile trip times. Commuter service does not require the operation of complementary ADA Paratransit service.



Deviated Fixed Route

### Deviated Fixed Route

Operation of transit service along a set route with scheduled stops but with scheduling flexibility built in to the scheduling process that allows the driver to deviate within a certain distance of the route with an advance reservation. Route deviation services meet the requirement for complementary ADA Paratransit service.



Demand Response

### Demand Response

Service operated on an on-demand basis. Also known as paratransit or dial-a-ride service. Demand Response service requires that patrons call ahead to schedule trips. Service can be door-to-door or curb-to-curb. Demand responsive service does not operate along a set route; service on any given day depends on the trips scheduled. However, standing reservations, or subscription services are often allowed that give patrons who make the same trip on a recurring basis to schedule multiple trips within a specific time period. Also, where possible, the dispatcher tries to group, or batch trips to serve multiple passengers during a single trip between common origins and destinations.

### Demand Response Feeder Zones

Service is also operated on an on-demand basis. This service, also called microtransit, is defined as a shared transportation system that can offer fixed routes and schedules, as well as flexible routes but all on an on-demand scheduling.



Vanpooling

### Vanpools

Can be operated by a paid driver or can be driven by vanpool participants. Vanpools are for larger groups of people going to a common destination or a small number of somewhat adjacent destinations. The pick-up location also needs to be convenient to vanpool participants and convenient to the highway. A park-and-ride lot is a common starting point for vanpools. The cost of the vanpool is split between riders and generally a successful vanpool participant would usually have a 15+ mile work commute.

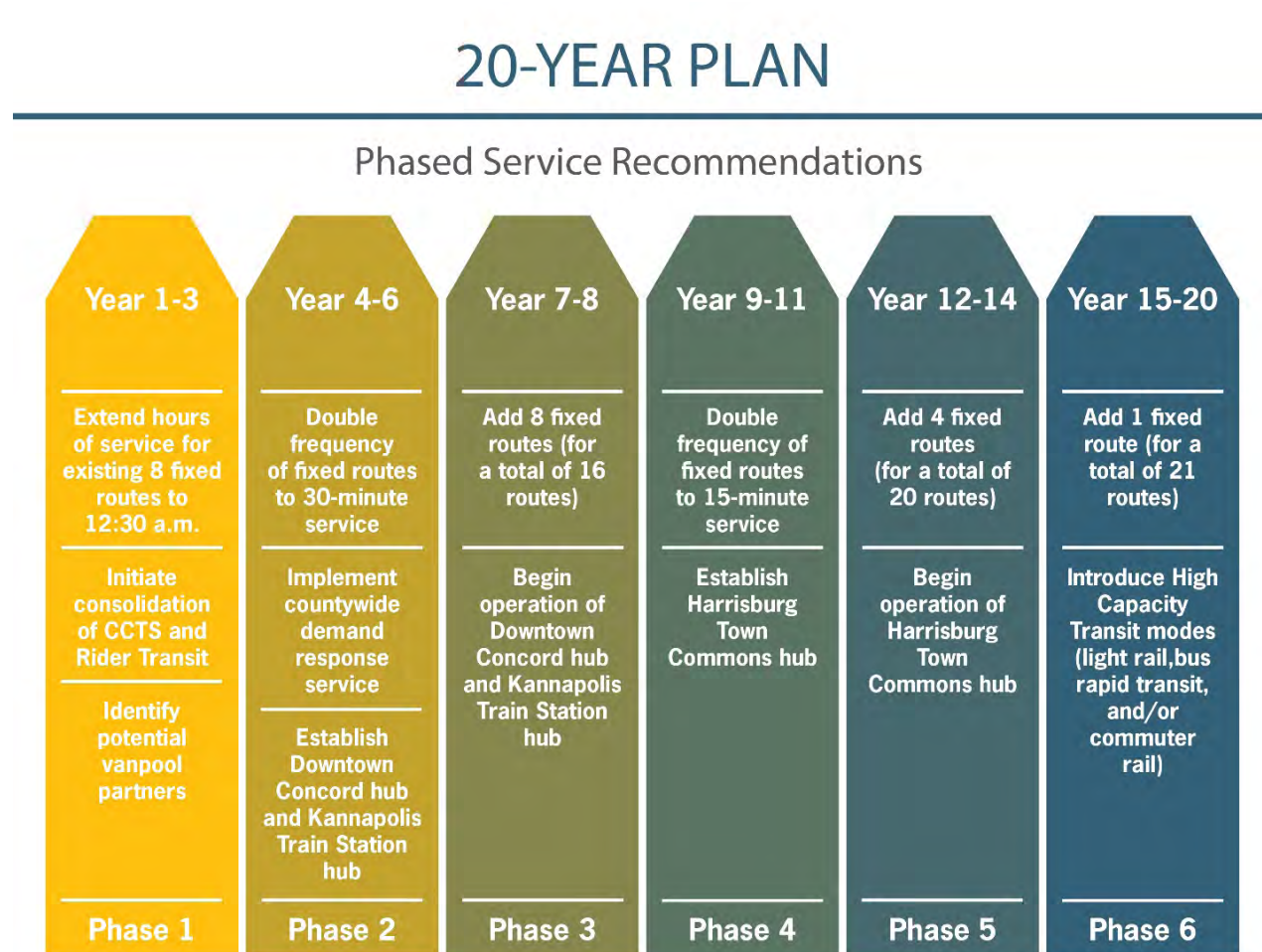


Park and Ride

### Park and Ride

A parking area where people meet to share rides or to utilize transit service. The parking location is generally well lit and has a place to wait for ridesharing partners. Retail locations are often used to accommodate park and ride participants. A sheltered location is advantageous for participants to consider. Generally, there is no cost to park in the park-and-ride area and this helps to encourage ridesharing and transit usage.

Figure 7-3: 20 year plan



As part of the LRTP, transit service recommendations spanning multiple modes were explored to address current and future transit needs identified through the public engagement process. This process provided a comprehensive review of existing transit service performance and transit market analysis. The recommendations from the public engagement are intended to expand mobility options for all Cabarrus County residents, making transit affordable, effective and efficient.

The recommendations are summarized by phase in the subsequent report sections. Each phase reviews the major service improvements for CCTS and Rider and summarizes service areas for CCTS and fixed routes by the corridors served, span of service, frequency (headway), and vehicle requirements. The time required for a transit vehicle to complete a round trip, referred to as the cycle time, was estimated for each Fixed Route based on the current operation of Rider routes. The number of required vehicles for each Fixed Route was calculated by dividing the cycle time by the frequency, which is how often a transit vehicle serves a given bus stop (e.g., a route with a 60 minute cycle time, where 15 minute frequency is desired, would require 4 buses).

A key recommendation of the LRTP is to establish three new community transit hubs that would serve as major connection points between Fixed Routes and Demand Response Zones. Currently, Rider operates all fixed routes out of the Rider Transit Center where buses depart every 60 to 75 minutes, depending on the time of day. There are several challenges associated with continuing to operate a pulse system out of a single transit center in the future. Increasing growth and congestion within the service area have increased travel times, making it more difficult to operate all routes on the same cycle time. Additionally, the Rider Transit Center is not in and of itself a desired passenger destination. Rather it is an area to transfer to gain access to desired destinations.



Rider has addressed this challenge in the short-term by extending the 60-minute cycle to 75 minutes on all routes between 12:30 p.m. and 5:30 p.m. However, this will continue to be a challenge in the future given the growth in Cabarrus County. Operating out of a single transit center makes it increasingly difficult to expand fixed routes to other parts of the county. To reach regions that are further away from the current Rider Transit Center, fixed routes would have to be operated on longer cycle times which would not be as efficient in terms of time and operational costs for the coordination of these passenger trips, based on their specific origins and destinations. Lastly, the Rider Transit Center is nearly at capacity for available bus bays, which would prohibit the ability for any significant future expansion considerations if all routes were to begin and end there.

In response to these challenges, the LRTP recommends establishing community transit hubs at the Kannapolis Train Station and in downtown Concord, starting in phase 2, and Harrisburg Town Center starting in the phase 4. Fixed routes would pulse at these transit hubs similarly to how the current Fixed Route system pulses out of the Rider Transit Center. With the addition of new transit hubs, not all routes would serve the Rider Transit Center. Although this change may require additional connections for some riders, it will improve connectivity for others, and it could benefit the system overall by decreasing route cycle times, allowing for cross-town expansion into other areas of the county, and reducing congestion at the Rider Transit Center. Furthermore, passengers would now be able to make connections at transit hubs located closer to their origins and destinations instead of having to travel to the Rider Transit Center, allowing for more direct cross town connections in many cases. The structure and amenities of these transit hubs are discussed further in the Transit Capital Infrastructure section.





# Phase 1 Service Recommendations (Year 1-3)

## Fixed Route Service Recommendations

The primary recommendation for Phase 1 is to extend operating hours on all fixed routes from 8:30 pm to 12:30 am and extend weekend service to begin at 5:30 am. This would provide uniform service hours of 5:30am to 12:30am, seven days a week. The structure and routing of the current fixed routes would remain the same in Phase 1 as shown on Figure 7-4. Through the public engagement process, it was determined that later service was the number one requested operating improvement. According to surveys of existing riders, extended service (earlier and later service) was prioritized over increased frequency, improved on-time performance, and additional routes. By providing later Fixed Route service, Rider Transit will increase access to employment with later ending and beginning job shifts, expand non-worked related opportunities for riders, and increase the service available for eligible ADA Paratransit riders. Currently, transit is not a viable option for employees with early weekend and later job shifts because the Rider Transit service ends at 8:30 pm during the week and on weekends service begins later with hours of 8:30 am to 8:30 pm. In addition, the current operating schedule does not allow for earlier and later connections between Charlotte and Cabarrus County. With extended operating hours, it would be possible for riders to return later in the evening via the LYNX light-rail and connect with the CCX route at the JW Clay LYNX Station. This would then expand opportunities for riders to attend concerts, collegiate and professional sporting events, and other major cultural and social activities in Charlotte. Beginning service at 5:30 am on the weekends would provide transportation for riders with a non-traditional work week such as those in the food, retail, and customer service industries. Extending operating hours will require additional drivers and personnel at the Rider Transit Center and additional resources for paratransit service. The financial implications for this service recommendation are discussed further in Chapter 9.

## Route Nomenclature

In preparation for an expanded Fixed Route network with multiple transit hubs, changes are recommended to be implemented for the Fixed Route naming system. Currently Rider uses a route naming system based on colors and single-digit numbers. As the system evolves and becomes more complex, this system will be difficult if not impossible to maintain. A three-digit naming convention is recommended that would allow for future expansion. The first number of the three-digit route number would denote the transit hub from which the route departs:

- 1 – Kannapolis Train Station
- 2 – Rider Transit Center
- 3 – Downtown Concord
- 4 – Harrisburg Town Center

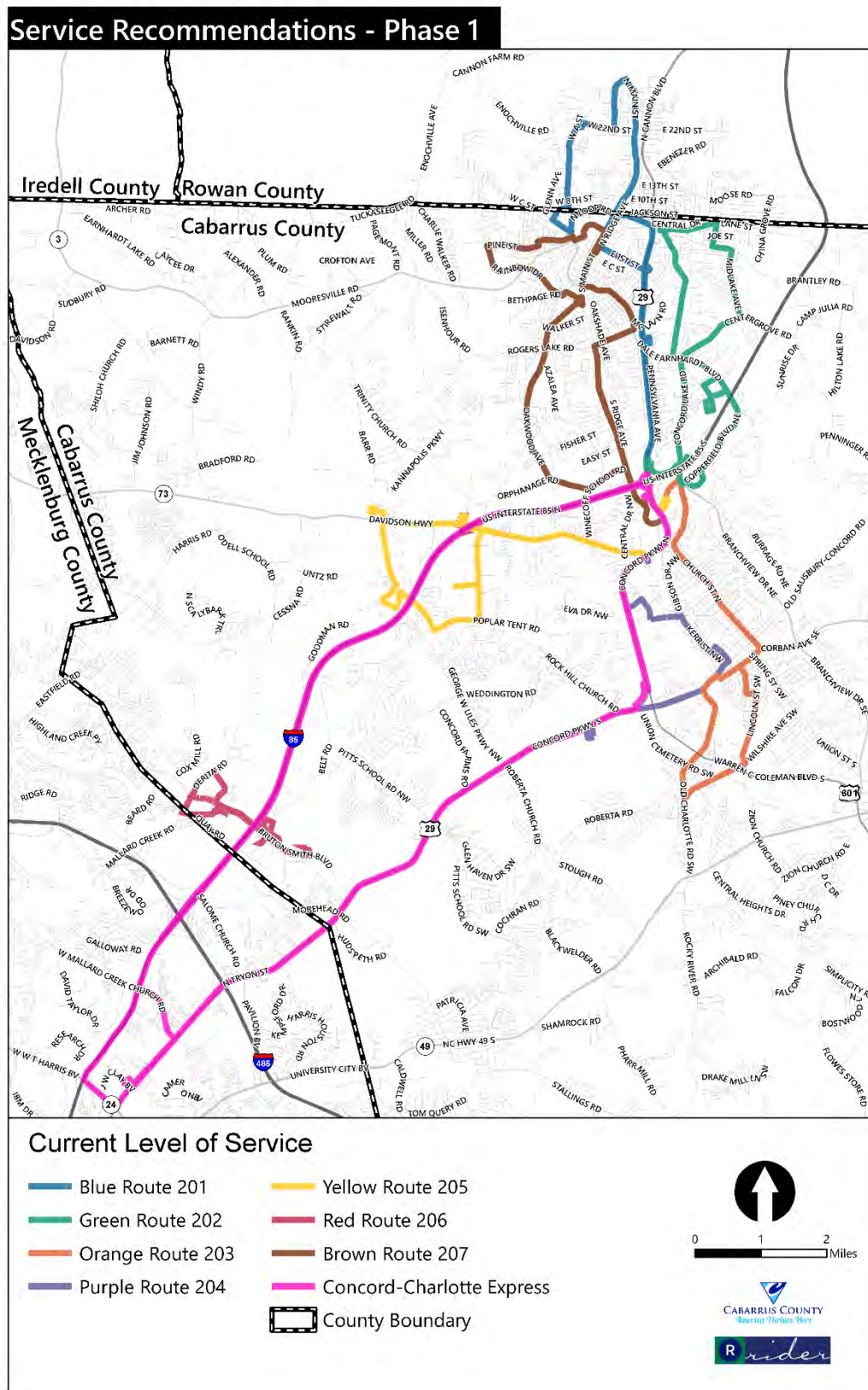
The remaining two numbers would be used to sequentially number the routes affiliated with the transit hub. For example, in the new naming system the Route 1 (Blue) would become Route 201 since it departs from the Rider Transit Center. Table 7-1 summarizes the fixed routes that would operate in the Phase 1. As shown in the table, all routes would operate from 5:30 am to 12:30 am, Monday through Sunday. The frequencies would match the current operating schedules, which is 60 to 75 minutes depending on the time of day. Each route would require one vehicle.

**Table 7-1: Fixed routes operating in the Phase 1 Weekday and Weekend**

Route Name	Corridors Served	Span of Service	Frequency/Headway (minutes)	Required Vehicles
Route 201	Rider Transit Center, Cannon Blvd., Main St., Kannapolis City Hall, Kannapolis Train Station	5:30 am to 12:30 am	60-75	1
Route 202	Rider Transit Center, Copperfield Blvd., Dale Earnhardt Blvd., Little Texas Road, Concord Lake Rd	5:30 am to 12:30 am	60-75	1
Route 203	Rider Transit Center, Cabarrus Ave., Church St., Lincoln St., Wilshire Ave, Old Charlotte Rd.	5:30 am to 12:30 am	60-75	1
Route 204	Rider Transit Center, Hwy 29, McGill Ave, Kerr Street, Cabarrus Ave	5:30 am to 12:30 am	60-75	1
Route 205	Rider Transit Center, Hwy 29, NC 73 West, Kannapolis Parkway, Afton Ridge, International Drive	5:30 am to 12:30 am	60-75	1
Route 206	Rider Transit Center, RCCC South Campus, Bruton Smith Blvd, Concord Mills Mall	5:30 am to 12:30 am	60-75	1
Route 207	Rider Transit Center, Main St., Kannapolis Train Station, Oakwood Ave.	5:30 am to 12:30 am	60-75	1
CCX	Rider Transit Center, US 29/I85, JW Clay Light Rail Station	5:30 am to 12:30 am	60-75	1



Figure 7-4: Phase 1 service recommendations





## Demand Response Service Recommendations

Phase 1 recommendations for CCTS include transitioning the RouteMatch scheduling system to a web-based platform from the current server-based platform, improving the information available on the website, increasing the marketing/awareness of the service, and initiating steps towards consolidation with Rider. The establishment of two new, shared position, Mobility Managers would help navigate these changes.

The web-based scheduling system allows CCTS more flexibility and upgrade choices as RouteMatch is moving all systems to web (Cloud)-based infrastructure. It also allows CCTS and Rider to migrate to a shared scheduling system – for bulk-purchase cost savings, for coordinating demand response services, and ultimately consolidation. It also allows upgrades to link the phone system to the scheduling system so that the robo-call confirmation or cancellation choices are automatically included in the system rather than needing to be applied manually.

Providing more, easily accessible information on the website would reduce the number of calls with questions to the schedulers. Increasing the marketing of the service would also increase the awareness of the service and how to use/ride the service. Lack of awareness of the service was a concern identified through the community survey effort.

To initiate the consolidation with CCTS with Rider, proposed first steps include creating a regional one-call center, especially for scheduling demand response trips for both systems, but also as a one-stop place for all questions related to transit/mobility in Cabarrus County; evaluating the best location for a combined administration and facility location; and developing a single brand for all transit services in Cabarrus County. Additionally, a formal operation and maintenance facility design build study should be conducted including determination of optimal site location, size, and projected cost.

## Vanpool Program

Recognizing that Fixed Route service is not always the most appropriate transit mode for the mobility need, a Vanpool rideshare program is recommended to serve employees and employers throughout Cabarrus County and the surrounding region. Rider can take the lead role in promoting and implementing a Vanpool program that would strive to achieve the initiatives of energy conservation, reducing congestion, improving air quality, reducing vehicle miles, and provide an enhanced regional connectivity. This rideshare program would be more flexible and would allow for more long-distance work commute travel that Fixed Route services cannot efficiently accommodate.

### Vanpool Benefits

Rider can provide employers with an opportunity to accommodate a target market of employees who have long commutes to and from the workplace. The intent of this program would be to increase the use of alternative transportation in the region and connect individuals and employers with building a sustainable solution for work-related commuter trips. Employers would benefit through improved worker reliability, productivity, expanded labor market, increased worker retention, and reduced need to expand parking facilities. The regional labor markets are very diverse, and workers commute from many outlying areas to travel to employment centers. The targeted commuters would be those who, but not limited to, commute over 15 miles per one way to work.

Vanpool routes are usually designed to begin at a meeting/pick up location and travel to the worksite. Pick up locations can range from shopping centers, churches, businesses, or designated park and ride lots. In Cabarrus County, pick up locations could include the Rider Transit Center, other future transit hubs, current and future park and ride lots, as well as shopping centers along major travel nodes convenient for vanpool participants. Currently, the only park-and-ride locations available are at the Rider Transit Center and The Village/Big Lots park-and-ride along the CCX route.

Each vehicle would have the seating capacity of 5 to 14 passengers, depending on the size configuration of the vehicle. Minivans are very popular and require fewer passengers, though some agencies deploy 14-passenger vans that can carry many more people. An important distinction between a vanpool program and other transit modes is that the vans are not directly operated by the transit agency, but rather by the passengers themselves using the service. Vanpool participants would be responsible for driving and fueling. Rider Transit would be responsible for all maintenance and periodic cleaning of the vehicles. A vanpool driver could even be allowed to park the vehicle at his

or her residence instead of having to get to a central location, which is particularly convenient for the driver when the vanpool route is far from a transit hub or park and ride.

### Phase 1 Steps

During Phase 1, it is recommended that Rider identify potentially interested local employers and conduct internal employee surveys with these employers to assess employee interest and to note the trip patterns made to the workplaces. Interested local employers may be identified through several means: North Carolina Department of Commerce, Cabarrus Regional Chamber of Commerce, and municipal economic development departments. Rider may also receive direct requests from employers for transit services. In addition, the US Census Bureau's LEHD dataset provides quantitative information on commute patterns as well as concentrations of jobs and workers. Rider may use this dataset to identify likely vanpool partners by focusing on employers that have higher job concentrations paired with higher concentrations of worker origins. This type of analysis was conducted for the LRTP using the most recent LEHD data and is included in Chapter 3.

Once the identification of potential vanpool partners and surveys is completed, Rider should review and analyze similar work trips and schedules in order to recommend potential vanpool participants. The data collected from these surveys should be stored in a database to be routinely updated to reflect the listing of employees who could benefit from the vanpool service. It is recommended that the respective human resource departments of the participating agencies be involved in this process, as this gathering of data is effective at new employee orientation. Since the Vanpool program would be a new service, Rider would need to procure vans during the Phase 1 as well as providing necessary insurance coverage. Before initiating the program, Rider would also need to establish the fare structure. Typically vanpool fares are based on fixed, operational and depreciation expenses associated with the van's total monthly mileage. These expenses include fixed costs (insurance, contingency), operational costs (preventative maintenance, repair, fuel, oil, tires, and parts), and depreciation costs (monthly vehicle depreciation). It is recommended that Rider begin with an initial fleet of five vans and grow the fleet in the subsequent phases of the LRTP as the vanpool program expands.

### Vanpool Oversight

It is recommended that a Transportation Demand Coordinator (TDM) position be created with responsibilities: managing contracts and agreements with drivers and passengers, collecting passenger and vehicle data, obtaining vehicle maintenance records, reviewing and ensuring accuracy of financials and insurance, and coordinating with Marketing/Community Outreach personnel to market to businesses for which vanpool would be ideal. These services can also be contracted out during the first years while the vanpool program stabilizes.

### Rideshare Initiatives



In addition to the vanpool program, Rider may also encourage transportation alternatives to address regional mobility, congestion, and air quality by encouraging carpooling, bicycling, and walking as forms of transportation. Rider may partner with the Share the Ride NC (STRNC), which is a statewide program in cooperation with NCDOT and several transit agencies including Charlotte Area Transit System (CATS). STRNC works by matching commuters with carpools, vanpools, public transit routes, walking partners, and biking partners. Commuters enter data to include their home and work addresses on the STRNC website and the tool finds other commuters with similar commutes. Commuters can then contact other commuters and arrange carpools, vanpools, walking, or biking to work. Incentives are offered by many regional transit agencies and employers through the STRNC website to further encourage ridesharing. If Rider were to partner with STRNC, then its Fixed Route and vanpool options would be made available to Cabarrus County commuters. A partnership with STRNC has the potential to build Fixed Route and vanpool ridership for Rider while addressing congestion and sustainable initiatives in Cabarrus County and throughout the surrounding region.

## Other Recommendations

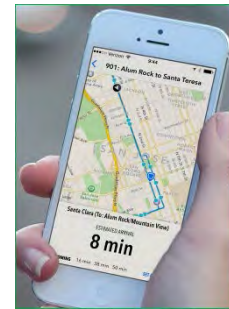
### Technology

There are several technology improvements that can be made immediately that would enhance the transit rider experience. The stakeholders identified providing real time information to riders as a desirable technology improvement. Rider can address this immediately by updating existing technology to improve the real time information on their buses using a software platform that will allow users to know the exact location and arrival time of the bus, preferably on mobile devices; there are many great options currently in the market that require minimal infrastructure investment and operate on web-based platforms, such as Swiftly. Better understanding of arrival times



will reduce complaints from riders and may have a positive impact on ridership. This type of software also provides data on route segments and intersections causing avoidable performance issues and will allow Rider to analyze route and improve performance.

Automated passenger counters are recommended for all of the buses. Even when FTA requirement for reporting purposes is only 20 percent of the fleet, once the software is acquired the cost of the individual counters is nominal and can be incorporated in new bus acquisition. This would allow reliable collecting of passenger information boarding and alighting information, providing staff with the tools to perform segment analyses and overall understand the ridership trends.



## Capital Improvement Recommendations

In Phase 1, a site-evaluation and design-build study should begin for an administration and maintenance facility for the consolidation of staff and fleet between Rider and CCTS. This design-build study will determine a preferred site for relocation or expansion of the existing undersized facility. This study would include, but not limited to: Needs Analysis, Site Analysis, Environmental Impact Study, Conceptual Layout for Facility, Constraints, and Financial Plan.

Capital Costs in Phase 1 will include Software and Data which is anticipated at \$50,000 annually throughout Phase 1, and continued bus stop infrastructure improvements. In the public input sessions, the need for additional amenities was identified which included placing shelters and benches at bus stops as one of the highest priority capital improvements needed. Though a substantial effort is underway, the plan identifies reaching at least 25% of stops with amenities. These amenities should include other amenities such as benches, shelters, lighting and trashcans. Currently, Rider is in the process of this implementation.

## Feasibility Studies

Bus rapid transit, light rail, and/or commuter rail are recommended to be added to the transportation network in Phase 6 (Year 15-20) but planning for these modes of high capacity transit (HCT) need to begin in Phase 1. A joint RFP in coordination with Charlotte Area Transit System (CATS) and feasibility study would need to be completed in Phase 1 and 2 to consider the following factors among others: service mode(s), alignment, ridership forecasts, capital costs, and operating and maintenance costs, socioeconomic impacts, environmental impacts, and traffic impacts.

A feasibility study for the proposed Downtown Concord and Kannapolis Train Station transit hubs would include identifying first steps toward integrating implementable solutions to achieve access to transit, parking availability, enhanced pedestrian and bicycle access and safety, Americans with Disabilities Act (ADA) compliance, connectivity and mobility within Downtown Concord and Kannapolis. This would include, but not limited to: potential transit hub site(s) selection-if the Train Station was not recommended, way-finding (physical signage and transportation information), transit hub design and aesthetics, a financial plan, and a review needed in terms of updates/transformation of current infrastructure of the Kannapolis Train Station. Both transit hubs would be established in Phase 2 (Year 4-6) and operational in Phase 3 (Year 7-9).

Additional studies may be required.

## Marketing

Enhanced marketing efforts should begin immediately. Both the Fixed Route and demand response websites should be improved to reduce the volume of calls through customer service. As the call center comes online, the two websites should be merged into a single platform for ease of use and to minimize confusion. In anticipation of system consolidation, Rider and CCTS should develop a joint marketing plan. Building awareness and understanding of transit services was identified by the stakeholders as being a high priority and the marketing plan should be geared towards both current services as well as new services (i.e. routes and expanded service times, modes, etc.) as they come on line.

## Vehicles

This phase will continue operating with the existing fleet, since the main operational changes are focusing on longer hours of operation for Rider and same service area for CCTS.

While new vehicles are not required, 8 replacement vehicles are needed for Fixed Route. Demand Response will require 1 new vehicle and 15 replacement vehicles will be needed.

**Table 7-2: Phase 1 Operational Need and Purchase Requirement of Vehicles**

<b>Fixed Route Vehicles</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Revenue Service Vehicle Requirements	8	8	8
Spare Vehicles	2	2	2
<b>Total Fixed Route Vehicle Requirements</b>	<b>10</b>	<b>10</b>	<b>10</b>
Expansion Service Vehicles Required	0	0	0
Replacement Vehicles Required	0	8	0
<b>Total Fixed Route Vehicle Purchase Required</b>	<b>0</b>	<b>8</b>	<b>0</b>

<b>Demand Response Vehicles</b>			
Revenue Service Vehicle Requirements	23	23	24
Spare Vehicles	5	5	5
<b>Total Demand Response Vehicle Requirements</b>	<b>28</b>	<b>28</b>	<b>29</b>
Expansion Service Vehicles Required	0	0	1
Replacement Vehicles Required	8	3	4
<b>Total Demand Response Vehicle Purchase Required</b>	<b>8</b>	<b>3</b>	<b>5</b>

## Personnel

In order to achieve the recommendations of Phase 1, Rider and CCTS will need to hire a total of seven new full-time staff. Administrative staff positions are proposed as follows:

**Table 7-3: New Personnel Positions**

<b>Personnel</b>	
<b>Quantity</b>	<b>Position</b>
1	Marketing & Communications Coordinator
1	Development Reviewer /Data Analyst
1	TDM Coordinator
1	Senior Transit Planner
1	Customer Service - bilingual
1	Senior Mobility Manager
1	Mobility Coordinator
1	Deputy Director

## Other

Amendments to the Unified Development Ordinance: Also recommended during this phase is for both systems to work with the municipalities and counties within the service area to add UDO amendments that would require new development that occurs within the service area to include bus stop infrastructure or the acquisition of easements to install shelters and benches. This infrastructure could include stop infrastructure as well as bicycle and pedestrian connections to the stops, where appropriate. The identification of new stops and facilities will be performed by a Development Reviewer/Data Analyst, who would be the liaison with the planning and development offices, developers and the transit system.

To be as competitive as possible in the Small Starts and New Starts programs, Cabarrus County and municipalities should consider increasing population density, employment, and affordability within HCT corridors through zoning and land use planning tools such as higher densities, inclusive zoning, and land use plans.

**Figure 7-5: Transit Oriented Development**



## Phase 2 Service Recommendations (Year 4-6)

### Fixed Route Service Recommendations

In the Phase 2, the vehicle headway, or frequency would be increased on fixed routes from 60 minutes to 30-40 minutes, Monday through Friday, maintaining 60-75-minute frequency on Saturday and Sunday. Increased frequency was the second most requested operating improvement after later service. Increasing vehicle frequency is the most critical long-term factor to developing an efficient transit network. Increasing frequency is critical to make transit more convenient to riders and a more competitive mode with automobiles. Increased frequency may help to alleviate some of the current capacity issues on Route 3 (Orange) that is experienced on some trips throughout the day. The routes alignment will remain the same during this phase strengthening the core service and in preparation for future expansion.

Service recommendation changes from Phase 1:

- Weekday frequency improved to 30-40 minutes
- Weekday service requires vehicles 2 per route

### Demand Response Service Recommendations

In Phase 2 service recommendations, the establishment of countywide general public demand response service would be considered.

Countywide public demand service would be operated in the areas of the county outside  $\frac{3}{4}$  mile of the Rider Fixed Route network, and in demand response feeder zones to keep service in certain areas of Kannapolis that do not have the demand to currently continue operating Fixed Route service. The public demand response service would be requested in a similar manner to the current scheduling method for other CCTS program-based demand response service. Depending on the other technology, service options, and coordination/consolidation steps implemented in this phase, the exact operating arrangement and scheduling options would vary. Riders would request a ride for next day service, initially, with the final goal to be same day on demand county-wide service. This service would be open to the public. The service would connect to the Fixed Route network/transit hubs whenever reasonable to extend the reach of the Fixed Route network. If reasonable, vehicle would pick up riders and take them to the nearest transit hub or designated Fixed Route stop where they could then connect to the Fixed Route system; otherwise origin to destination service would be provided. Trips would be grouped using route scheduling software to maximize efficiency.

There are other options that the agency may consider in implementing the demand response zones: the zones could be directly operated by the system, a service contractor (i.e. taxi companies, private transportation companies, etc.), ridesharing companies (e.g. Uber, Lyft), or any combination thereof. Further, countywide demand response service could potentially be operated as an on-demand microtransit trial with app-based scheduling linked to the vehicles operating in the zones (e.g., Rider paratransit, CCTS demand response, Uber, Lyft, taxis, etc.) with an investment in technology and the development of partnerships. The building of these relationships and investment in technology could additionally be the first steps towards building Mobility as a Service (MaaS) in the region. MaaS refers to a shift away from separate transportation modes and services into a seamless platform of mobility options. MaaS refers to the ability of a user to see a single platform of mobility options in one place – to plan a trip – mode neutral (transit, walking, bicycling, ridesharing, car service, etc.) – and to pay a fare or fee on the same platform – regardless of how many providers, services, modes, fares, billing structures, etc. exist on the back end of the platform. Cabarrus County is uniquely situated to consider MaaS given its central, rapidly growing location within the Charlotte metropolitan area with a variety of mode choice and service operators.

### Other Recommendations

The following recommendations are made with the assumption that system consolidation is underway.

## Technology

In this phase, Rider and CCTS would need to combine the two Route Match platforms to the current web based software platforms that Rider currently has for ADA Paratransit. This would allow the integration of service and data, facilitating the process and therefore improving customer service.

Another important improvement recommended during Phase 2 is to implement a regional one-call center, especially for scheduling demand response trips for both systems, but also as a one-stop place for all questions related to transit/mobility in Cabarrus County.

Additionally, a significant investment financially and in personnel will be required to transition CCTS and Rider to the same technology platforms such as upgrading the all CCTS vehicles with ZONAR for Pre-Trip inspections, with Touch Pass for electronic fare payment, and with onboard WIFI. This will also require training to all CCTS employees prior to system consolidation.

## Capital Improvements.

Capital Costs in Phase 2 will include continuation of Software and Data which is anticipated at \$100,000 annually throughout Phase 2, and bus stop infrastructure. Rider Transit will continue with the installation of bus stop infrastructure, including the stops required to commence new service during phase 3. Once the system begins collecting daily data by stop with the use of Automated Passenger Counters (APC) on all Fixed Route vehicles, it will be possible to more accurately assess the types of amenities based on the total number of riders who board and alight at the stop.

In Phase 1 (Year 1-3), the site, design, and build study was completed for the combined administration and maintenance facility for the consolidated service. Now, in Phase 2, construction on the facility should be established and begin operations.

Transit hubs: The transit hubs at Downtown Concord and the Kannapolis Train Station should be established during this phase. This should include benches, shelters, lighting, bathrooms, and kiosks with real-time information installed at the new transit hubs.

In coordination with Charlotte Area Transit System (CATS), Rider can also continue preparing for high capacity transit by applying for either FTA's Small Starts or New Starts funding, depending on the results of the feasibility study. If the feasibility study recommends high capacity transit services that are less than \$300M it would fall under the FTA Small Starts program, and the agency can complete Project Development under FTA's Capital Investment Grants Program for the selected high capacity transit corridor(s). If the services are more than \$300M, the project would fall under the umbrella of the FTA's New Starts program and the agency should complete the Project and Development Engineering under FTA's Capital Investment Grants Program for the selected high capacity transit corridor(s). Regardless of the type of federal funding that the agency will use to pursue to develop the high capacity transit corridors, right-of-way acquisition can begin during this phase.

Finally, a park-and-ride facility study of existing and planned routes should be conducted identifying first step toward property acquisition, integrating implementable solutions to achieve access to transit, enhanced pedestrian and bicycle access and safety, and Americans with Disabilities Act (ADA) compliance. This would include, but not limited to: Final Park and Ride Site(s) Selection, Way-finding (physical signage and transportation information), Parking lot design and aesthetics (if not already established), and a Financial Plan.

Additional studies may be required.

## Vehicles

This phase Fixed Route will require 10 new and 2 replacement vehicles to be able to provide more frequent trips and expand the service area. Expansion Service Vehicle Requirements of 32 new and 10 replacement Demand Response Vehicles will assist with the countywide demand response service, as well as the partnerships with Uber, Lyft, taxis.

Purchase of replacement vehicles will be required due to reaching their useful life by FTA standards of 500,000 miles or 12 years in service for Fixed Route or 150,000 or 5 years for the demand response vehicles.

**Table 7-4: Phase 2 Operational Need and Purchase Requirement of Vehicles**

Fixed Route Vehicles	Year 4	Year 5	Year 6
----------------------	--------	--------	--------



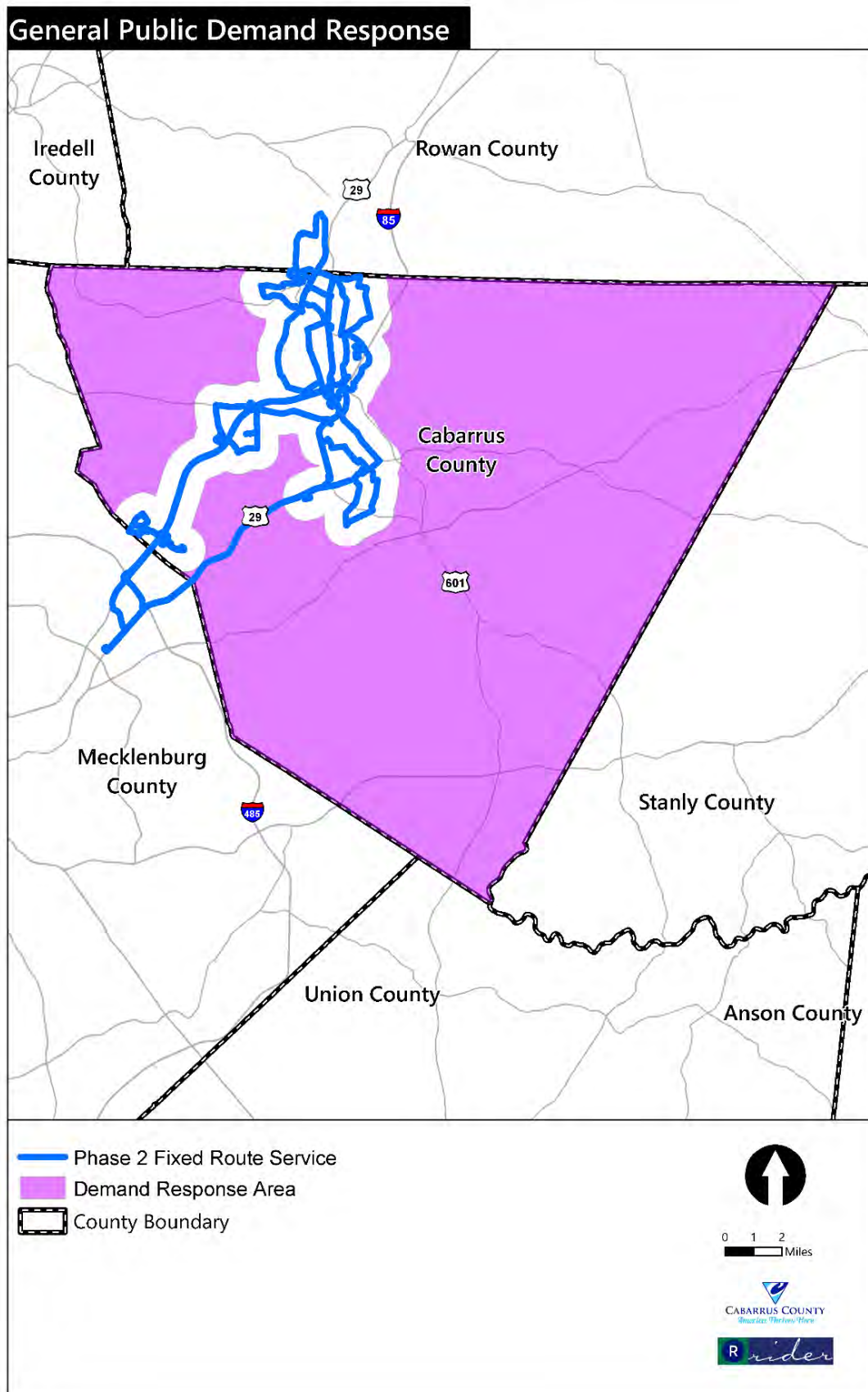
Revenue Service Vehicle Requirements	16	16	16
Spare Vehicles	4	4	4
<b>Total Fixed Route Vehicle Requirements</b>	<b>20</b>	<b>20</b>	<b>20</b>
Expansion Service Vehicles Required	10	0	0
Replacement Vehicles Required	2	0	0
<b>Total Fixed Route Vehicle Purchase Required</b>	<b>12</b>	<b>0</b>	<b>0</b>

<b>Demand Response Vehicles</b>			
Revenue Service Vehicle Requirements	49	50	51
Spare Vehicles	10	10	10
<b>Total Demand Response Vehicle Requirements</b>	<b>59</b>	<b>60</b>	<b>61</b>
Expansion Service Vehicles Required	30	1	1
Replacement Vehicles Required	5	5	0
<b>Total Demand Response Vehicle Purchase Required</b>	<b>35</b>	<b>6</b>	<b>1</b>

## Marketing

In the short-term, the agency should continue the marketing efforts started in Phase 1 by implementing system branding and marks, and creating a website for the newly consolidated system, if not already completed.

Figure 7-6: Countywide general public demand response service area



## Personnel

To achieve the recommendations proposed during this phase, Rider and CCTS will need to hire a total of 10 new full-time staff. Administrative staff positions are proposed as follows:

**Table 7-5: New Personnel Positions**

Personnel	
Quantity	Position
1	Grants Program Manager
1	Administrative Assistant
1	Procurement Specialist
1	IT & Technology Coordinator
1	Transit Planner
2	Call Center Representative
1	Customer Service Manager
1	Facilities Manager

## Other

**Citizens Advisory Committee:** it is recommended to appoint a committee composed by community stakeholders and community members as the systems advance through the implementation steps, to provide community input and oversight. This committee could report to the Transit Commission, whose members are appointed by the government bodies.



## Phase 3 Service Recommendations (Year 7-8)

### Fixed Route Service Recommendations

In the Phase 3, two new transit hubs, the Kannapolis Train Station hub and the Downtown Concord hub would be operational. These new hubs would support service for the recommended eight new routes. Route 100 would start at the Kannapolis Train Station and connect the three transit hubs. The route would operate on Cannon Boulevard and Church Street, providing more direct service to move people quickly and efficiently between downtown Kannapolis, the Rider Transit Center, and downtown Concord. For expedited service, it will not enter the Rider Transit Center, but will stop on Hwy 29 just outside of the Rider Transit Center for convenient access while avoiding the delay of entering and exiting the Transit Center property itself. The Route 100 schedule would be offset from Routes 201 and 203 so that peak frequency would be approximately 15 minutes in the corridor. This would be a major service improvement over the current 60-minute service provided in the corridor.

### Downtown Kannapolis Circulator and Kannapolis Parkway

Route 101 would serve as a downtown circulator in Kannapolis, running every 30 minutes. It would connect the Kannapolis Train Station with the new baseball stadium, YMCA, public library, and North Carolina Research Campus, and future downtown residential units. This route would offer a convenient option for visitors arriving by train and support the downtown redevelopment projects currently in progress. Route 102 would add connectivity between downtown Kannapolis and new development along NC 3 and Kannapolis Parkway. Route 102 would turn around at the Target at Afton Ridge, enabling connections to other Rider fixed routes. Residents living along Kannapolis Parkway would be able to reach the Rider Transit Center and Concord by connecting at Target instead of having to go up to the Kannapolis Train Station to then head down into Concord.

### Route Realignments

Several of the existing routes would be realigned in Phase 3 to increase efficiency and reduce travel times. However, access to transit service would not be cut because of these realignments but rather served by a different route or transit mode, including countywide demand response where needed. Route 201 would no longer serve the West A Street and Main Street loop, but rather proceed north on Main Street to Solution Works Drive to serve businesses and doctors' offices located on Main Street. Additionally, a new route, Route 103, would serve the West A Street and Main Street loop.

Routes 202 and 207 would be streamlined to remove the loops that currently do not generate as many boardings and alightings, which increases the overall travel time. Route 202 would no longer be a loop route, but rather a bi-directional route along Copperfield and Dale Earnhardt Boulevards and would serve the Kannapolis Train Station. Instead of serving the Northlite Walmart once, Route 202 would serve it on both outbound and inbound trips. This service change would allow riders to use Route 202 in both directions and avoid riders having to travel an entire loop to complete a trip. Because of this change, Route 202 would no longer operate on Brantley Road, Cloverleaf Parkway, Concord Lake Road, Lane Street, Little Texas Road, or Midlake Avenue. Both Brantley Road and Lane Street would now be served by Route 103 and Cloverleaf Parkway would be served by Route 301.

Route 301 would depart from the Downtown Concord hub and serve Branchview Drive. Rider has received many service requests for service on this corridor and throughout the LRTP public engagement process. In addition to serving the Branchview Drive corridor, Route 301 would also serve Carolina Mall, Cloverleaf Shopping Center, Daymark, and the Rider Transit Center.

Route 207 would no longer serve Oakwood Avenue but continue north on Main Street to Walker Street. From Richard Avenue, Route 207 would turn west on Rainbow Drive and then northeast on NC 3 to arrive at the Kannapolis Train Station.

### George Liles Parkway

Significant development has occurred on George Liles Parkway and more development is expected to follow. In order to address the growing transit need along this corridor, Route 302 is recommended to serve George Liles Parkway, which currently has very limited Fixed Route service. Route 302 would depart from the Downtown Concord hub, following Cabarrus Avenue to Concord Parkway, serving The Grounds at Concord, and then to George Liles Parkway. Route 302 would connect with multiple routes and turn around at the Afton Ridge Target. Route 302 would be a bi-directional route and would serve the Walmart on Concord Parkway. As a result of implementing Route 302, Route 204 would be realigned to serve Old Charlotte Road in both the outbound and inbound directions instead of the



Walmart. Route 203, which serves the Old Charlotte Road, Wilshire Avenue, and Lincoln Street loop in the immediate phase, would be realigned to then serve Wilshire Avenue and Lincoln Street in both directions.

### Concord Mills, Derita Road, Rowan-Cabarrus Community College

Circulation within the Concord Mills Corridor has been challenging due to the decentralized development pattern and ever increasing traffic congestion. As noted in the Existing Conditions section, trips are possible, but very inefficient. Currently the route serves Concord Mills and retail, entertainment and employment opportunities to the west of the I-85 corridor at Exit 49, and then hotels and restaurants to the east before returning to the transit center via I-85. This routing pattern provides effective service between the transit center and the Concord Mills area generally speaking, but makes trips within the corridor very challenging. For example, a trip from the Concord Mills Mall Entrance 7 to Embassy Suites would take six minutes while the return trip (Embassy Suites to the mall) would take 54 minutes. Furthermore, the Charlotte Motor Speedway and Concord-Padgett Regional Airport are not served.

To address these challenges, the Concord Mills Circulator route is proposed that would operate on a 15-minute frequency within the corridor. This new route would add service to the speedway and airport and make potential trips within the corridor possible. In order to provide 15-minute frequency, six vehicles would be required. Under the Concord Mills Circulator scenario, the return trip from Embassy Suites to Concord Mills Mall would take approximately 20 minutes instead of 54 minutes. This example trip illustrates the improved circulation by implementing the Concord Mills Circulator.

Route 206, which is analogous to the current Route 6, would no longer serve Concord Mills Mall or other destinations within the corridor. Instead, Route 206 would exit I-85 onto Poplar Tent Road and proceed south on Derita Road serving Amazon, Concord-Padgett Regional Airport, and future development slated for Derita Road. Route 206 would connect with the Concord Mills Circulator at Walmart on Thunder Road. In the interest of efficiency and travel time, the airport stop on Route 206 is recommended to be a deviated stop that is served by request and at specific times that coincide with regularly scheduled commercial flights (e.g. 2 hours before a scheduled flight and 1 hour after the flight lands). As commercial aviation activity increases at the airport, the airport stop should be transitioned to be regularly served.

Since Route 206 would no longer operate within the Concord Mills Circulator, there would be sufficient time to serve RCCC on both the outbound and inbound trips. This service change would allow for more efficient service between the community college and Concord Mills. Because of this improvement, Route 205 would be realigned in the short-term phase to serve the International Business Park at Concord in both outbound and inbound directions. RCCC would be served by Route 206 instead of Route 205. Amazon on Kannapolis Parkway would be served by Route 102 instead of Route 205.

### CCX

The CCX operates in a loop fashion using US 29 and I-85 currently and in Phase 1. This routing allows the CCX to operate on an already tight 60-minute cycle, but as a result does not serve any of its stops except the Rider Transit Center and J.W. Clay Light Rail Station on both outbound and inbound trips. In the Phase 3, it is recommended that the CCX be realigned to function as a bi-directional route on US 29 and operate as a local route serving all stops on outbound and inbound trips as route 208. The recommended route would operate on a 90 minute cycle, thereby requiring three vehicles to achieve 30 minute frequency.

In addition, a redesigned CCX would operate on I-85 as a true express route connecting the Rider Transit Center with the JW Clay Light Rail station. This service improvement would be especially important to riders that utilize park and ride lots at the Rider Transit Center and JW Clay, as they would now have all-day access to the park and ride where they left their vehicle. While the CCX may function primarily as a commuter route currently, it is likely to serve many other trip purposes in the future when operating hours are extended. Therefore, having access to park-and-rides during all trips will be more important since the CCX will not just be serving commuters with typical 8 a.m. to 5 p.m. travel patterns. The recommended bi-directional CCX route would operate on a 60-minute cycle with a 30 minute headway.



## Service Requirement changes:

- Addition of 8 routes:
  - Route 100
  - Route 101
  - Route 102
  - Route 103
  - Route 208 (CCX Local)
  - Route 301
  - Route 302
  - Concord Mills Circulator
- Weekday- Establish 30-minute frequency throughout all routes except Concord Mills Circulator
- Concord Mills Circulator frequency at 15 minutes

## Other Recommendations

The following non-operational recommendations are made for the Phase 3 (Year 7-8).

### Capital Improvements

Capital Costs in Phase 3 will include continuation of Software and Data which is anticipated at \$140,000 annually throughout Phase 3, and bus stop infrastructure. In this phase and through the entire plan the agency will continue installing bus stop infrastructure, including shelters, benches, lighting and trashcans.

The agency can continue towards the completion of high capacity transit. If the high capacity transit falls under the FTA's Small Starts funding, Rider should receive a funding agreement, and can begin design and construction for the corridor. If it falls under the New Starts funding, Rider can finish the Project Development and Engineering under FTA's Capital Investment Grants Program for the selected high capacity transit corridor(s).

### Vehicles

This phase will require the acquisition of 25 new vehicles for the Fixed Route system and 3 new and 11 replacement vehicles for the demand response system.

Purchase of replacement vehicles will be required due to reaching their useful life by FTA standards of 500,000 miles or 12 years in service for Fixed Route or 150,000 or 5 years for the demand response vehicles.

**Table 7-6: Phase 3 Operational Need and Purchase Requirement of Vehicles**

<b>Fixed Route Vehicles</b>	<b>Year 7</b>	<b>Year 8</b>
Revenue Service Vehicle Requirements	37	37
Spare Vehicles	8	8
<b>Total Fixed Route Vehicle Requirements</b>	<b>45</b>	<b>45</b>
Expansion Service Vehicles Required	25	0
Replacement Vehicles Required	0	0
<b>Total Fixed Route Vehicle Purchase Required</b>	<b>25</b>	<b>0</b>

<b>Demand Response Vehicles</b>		
Revenue Service Vehicle Requirements	52	54
Spare Vehicles	10	11
<b>Total Demand Response Vehicle Requirements</b>	<b>62</b>	<b>65</b>
Expansion Service Vehicles Required	1	2
Replacement Vehicles Required	8	3
<b>Total Demand Response Vehicle Purchase Required</b>	<b>9</b>	<b>5</b>

## Personnel

To achieve the recommendations in Phase 3, Rider and CCTS will need to hire 1 new full-time staff. Administrative staff position proposed as follows:

**Table 7-7: New Personnel Positions**

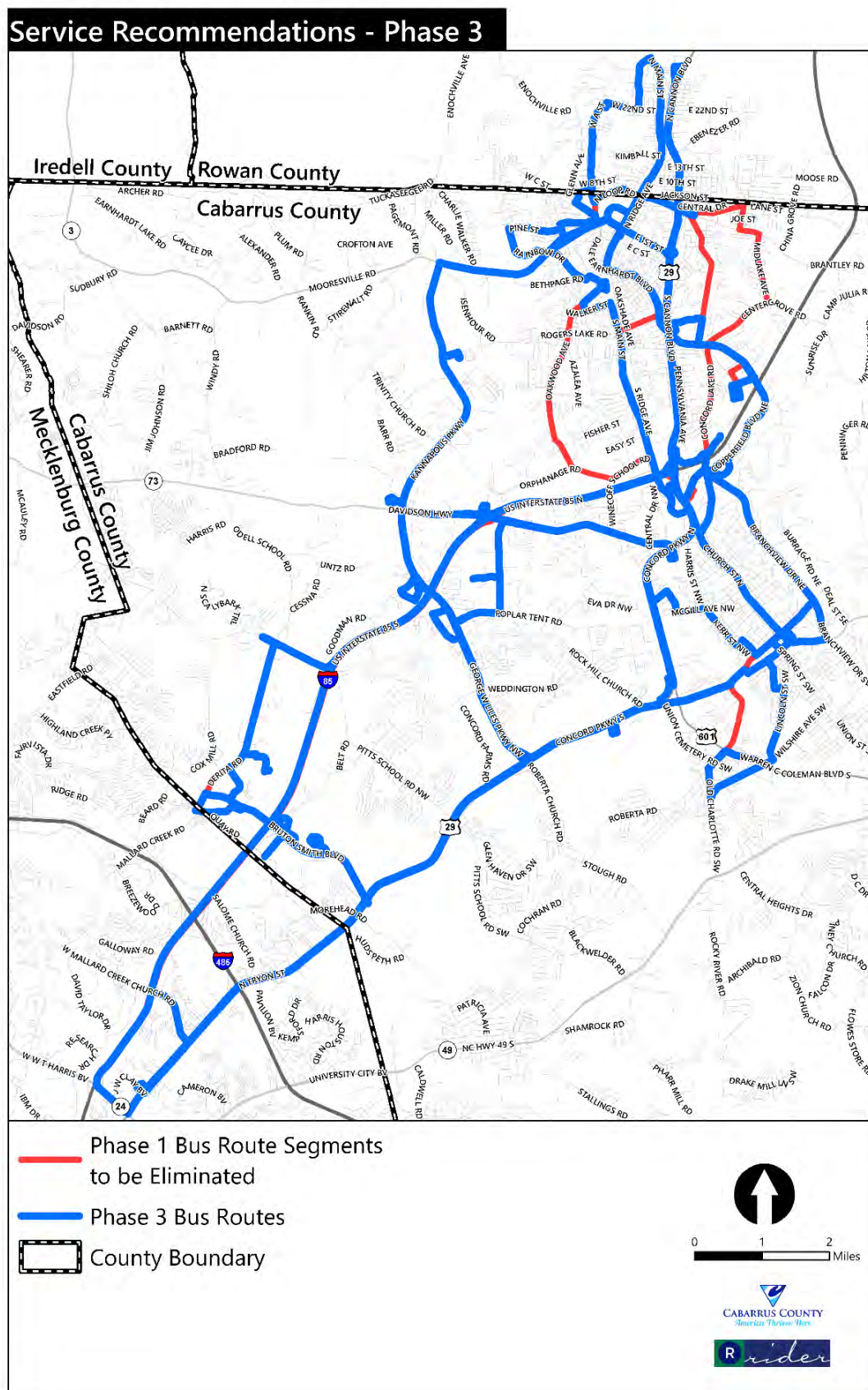
Personnel	
Quantity	Position
1	Marketing & Communications Specialist

During this phase, a feasibility study would need to be conducted for the location and design of the Harrisburg Town Center hub. This would include identifying first step toward integrating implementable solutions to achieve access to transit, parking availability, enhanced pedestrian and bicycle access and safety, Americans with Disabilities Act (ADA) compliance, connectivity and mobility within Harrisburg Town Center. This would include, but not limited to: Final Transit Center Site(s) Selection, Way-finding (physical signage and transportation information), Transit hub design and aesthetics, and a Financial Plan.

Additional Studies as needed.



### Figure 7-7: Phase 3 service recommendations



## Phase 4 Service Recommendations (Year 9-11)

### Fixed Route Service Recommendations

In the Phase 4, the vehicle headway, or frequency would be increased again on fixed routes from 30 minutes to 15 minutes, Monday through Friday and will continue 60-minute frequency on Saturday and Sunday. Increase in frequency to 15 minutes on all routes will enhance the level of service and provide additional opportunities for riders and non-riders alike to use the system and become a feasible mobility option for all. By increasing frequency, the agency would make transit more convenient to riders and a more competitive mode with automobiles.

Service recommendation changes:

- Span of service for CCX increases to 4:30 am to 2:30 am 7 days per week

### Other Recommendations

The following non-operational recommendations are made for Phase 4 (Years 9-11).

#### Capital Improvements

Capital Costs in Phase 2 will include continuation of Software and Data which is anticipated at \$190,000 annually throughout Phase 4, and bus stop infrastructure. Installation of bus stops and continued maintenance will continue during this phase.

The Harrisburg Town Center hub should be established during this phase. This should include benches, shelters, lighting, bathrooms, and kiosks with real-time information installed at transit hubs.

Work towards on the HCT project(s) would continue. If funding is secured, the system, in coordination with Charlotte Area Transit System (CATS), can begin design and construction of the HCT project(s).

#### Vehicles

This phase will require the acquisition of 37 new and 20 replacement vehicles for the Fixed Route system and 4 new and 46 replacement vehicles for the demand response system.

Purchase of replacement vehicles will be required due to reaching their useful life by FTA standards of 500,000 miles or 12 years in service for Fixed Route or 150,000 or 5 years for the demand response vehicles.

**Table 7-8: Phase 4 Operational Need and Purchase Requirement of Vehicles**

<b>Fixed Route Vehicles</b>	<b>Year 9</b>	<b>Year 10</b>	<b>Year 11</b>
Revenue Service Vehicle Requirements	68	68	68
Spare Vehicles	14	14	14
<b>Total Fixed Route Vehicle Requirements</b>	<b>82</b>	<b>82</b>	<b>82</b>
Expansion Service Vehicles Required	37	0	0
Replacement Vehicles Required	8	0	12
<b>Total Fixed Route Vehicle Purchase Required</b>	<b>45</b>	<b>0</b>	<b>12</b>
<b>Demand Response Vehicles</b>			
Revenue Service Vehicle Requirements	55	56	58
Spare Vehicles	11	11	12
<b>Total Demand Response Vehicle Requirements</b>	<b>66</b>	<b>67</b>	<b>70</b>
Expansion Service Vehicles Required	1	1	2
Replacement Vehicles Required	5	35	6
<b>Total Demand Response Vehicle Purchase Required</b>	<b>6</b>	<b>36</b>	<b>8</b>



## Personnel

In order to achieve the recommendations in the short term, Rider will need to hire one full time staff. Staff job titles will be broken down as follows:

**Table 7-9: New Personnel Positions**

Personnel	
Quantity	Position
1	HCT Program Manager





## Phase 5 Service Recommendations (Year 12-14)

### Fixed Route Service Recommendations

Four new routes are recommended in Phase 5 that would expand Fixed Route service in Concord, Kannapolis, and extend service into Harrisburg and Huntersville. The Harrisburg Town Center hub would open in the Phase 5 in order to support Harrisburg Fixed Route service. The CCX frequency increased from 30 minutes to 15 minutes on Saturday and Sunday to more closely match the LYNX Blue Line operating schedule. Four vehicles would be required to operate the CCX. Overall Fixed Route Saturday and Sunday frequency will increase from 60 minutes to 30 minutes on all routes except Route 101, Concord Mills Circulator, CCX (all at 15 minute frequency), and the CHX (45 minute frequency), which all match their weekday frequency. The phase 5 service recommendations are summarized in Figure 7-8.

### Expanded Service in Concord

Significant growth has occurred along Poplar Tent Road and is expected to increase in the future. In response to this existing and potential growth, a new route, Route 303, is recommended. Route 303 would depart from the Downtown Concord hub and follow Church Street to McGill Avenue. The route would then proceed west on Poplar Tent Road to I-85 where it would exit the interstate onto Concord Mills Boulevard. Route 303 would end at Concord Mills and connect with the Concord Mills Circulator. This route would be bi-directional, thereby providing efficient connections to Downtown Concord and Concord Mills to residents on Poplar Tent Road.

### Express Service from Kannapolis to Charlotte

Most Kannapolis workers are employed in Charlotte according to LEHD data, followed by Concord. There is currently not an express route connecting Kannapolis and Charlotte. Instead, Kannapolis riders would have to take Route 201 to the Rider Transit Center and then connect to the CCX route. In order to reduce travel times and eliminate transfers, the KCX route is recommended in order to serve this commuter market with an express service. The Kannapolis Charlotte Express (KCX) would start at the Kannapolis Train Station and take NC 3 to Kannapolis Parkway. The route would follow Kannapolis Parkway to I-85 where it would then proceed south to the JW Clay LYNX Station. The routing would be the same for outbound and inbound trips. Due to the express nature of this service, there would be limited stops along the route. By operating on Kannapolis Parkway and George Liles Parkway, the KCX would greatly expand express route service coverage to commuters living along these corridors. The KCX cycle time is estimated to be 90 minutes, which would require six vehicles in order to provide 15-minute frequency.

### Connections with Harrisburg

The Town of Harrisburg is not currently served by Fixed Route service and is often mentioned in requests for service. Harrisburg was also identified as a service gap through the LRTP public engagement process. Current LEHD data reveals that the majority of Harrisburg residents commute to locations outside the Harrisburg community. According to LEHD, 96 percent of Harrisburg workers commute to locations outside of the town. The statistics also show that of the workers employed within Harrisburg, 93 percent commute into Harrisburg from other locations. These two statistics demonstrate that there is an underserved transit market, particularly for work-related commuters. Further analysis using LEHD data shows that both Charlotte and Concord are the top two places where Harrisburg residents commute to and from where Harrisburg workers commute from.

Route 304 is recommended in Phase 5 connecting Harrisburg with Concord and Charlotte. Route 304 would depart from the Downtown Concord transit hub, taking Union Street south across Highway 49 to the Southgate Commons Shopping Center on US Highway 601. Union Street is another corridor that does not have Fixed Route transit service today, but Rider Transit has received requests for providing some level of Fixed Route service since the inception of service in 2004. Service on Union Street was also requested through the LRTP public engagement process. Southgate Commons Shopping Center could be identified as a park and ride lot for commuters. The route would then continue to down Highway 49, stopping at the Harrisburg transit hub at Town Center. After Town Center, Route 304 would continue on NC 49 and to arrive at the University City LYNX Station.

### Service to Huntersville

Huntersville is a community within Mecklenburg County with limited Fixed Route service but has high percentages of commuters. According to LEHD data, 90 percent of Huntersville workers commute to locations outside of the town. Of the workers employed within Huntersville, 87 percent commute into Huntersville from other locations. The Concord Huntersville Express (CHX) route is recommended for cross town/cross county connecting of Huntersville and

Concord. Two options were reviewed for potential routes. The CHX would depart from the Rider Transit Center and follow NC 73 to Huntersville. The first option would proceed to Birkdale Village at exit 25 off I77. The second option would head south on Old Statesville Road, serving downtown Huntersville and proceed west on Gilead Road stopping at the Charlotte Area Transit System (CATS) Huntersville Gateway park and ride lot, and serving the Novant Health Huntersville Medical Center. The CHX route would connect with CATS routes 48X, 77X, 97, 98 (Option B only) and 99, expanding transit options to Charlotte, Cornelius, and Davidson. Exact routing will be determined closer to implementation. The CHX would operate on a 45-minute cycle and frequency in Phase 5.

Service recommendation changes:

- Addition of 4 routes:
  - Route 303
  - Route 304
  - Concord-Huntersville Express (CHX)
  - Kannapolis-Charlotte Express (KCX)
- Weekend frequency improves to 30 minutes except for Route 101 and Concord Mills Circulator which stay at 15 minutes and the CHX which goes to 90 minute frequency.

## Other Recommendations

The following non-operational recommendations are made for Phase 5 (Year 12-14).

### Capital Improvements

A new transit hub at Harrisburg Town Center.

Bus stops infrastructure will continue during this phase.

HCT construction continues during this phase. Construction is expected to go over several years and into the next phase.

### Vehicles

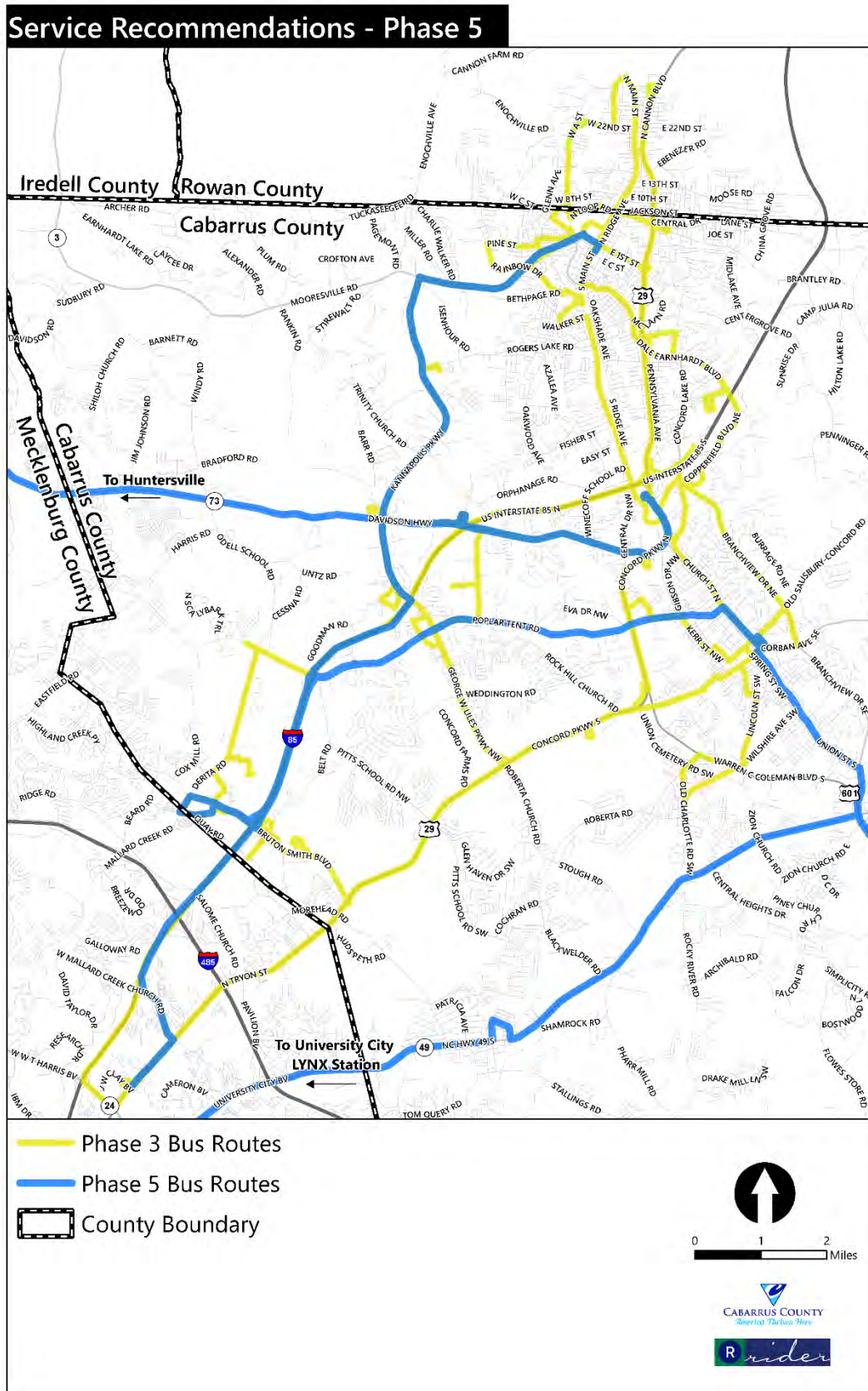
This phase will require the acquisition of 24 new vehicles and 25 replacement vehicles for the Fixed Route system and 4 new vehicles and 15 replacement vehicles for the demand response system.

Purchase of replacement vehicles will be required due to reaching their useful life by FTA standards of 500,000 miles or 12 years in service for Fixed Route or 150,000 or 5 years for the demand response vehicles.

**Table 7-10: Phase 5 Operational Need and Purchase Requirement of Vehicles**

<b>Fixed Route Vehicles</b>	<b>Year 12</b>	<b>Year 13</b>	<b>Year 14</b>
Revenue Service Vehicle Requirements	88	88	88
Spare Vehicles	18	18	18
<b>Total Fixed Route Vehicle Requirements</b>	<b>106</b>	<b>106</b>	<b>106</b>
Expansion Service Vehicles Required	24	0	0
Replacement Vehicles Required	0	0	25
<b>Total Fixed Route Vehicle Purchase Required</b>	<b>24</b>	<b>0</b>	<b>25</b>
<b>Demand Response Vehicles</b>			
Revenue Service Vehicle Requirements	59	61	62
Spare Vehicles	12	12	12
<b>Total Demand Response Vehicle Requirements</b>	<b>71</b>	<b>73</b>	<b>74</b>
Expansion Service Vehicles Required	1	2	1
Replacement Vehicles Required	1	9	5
<b>Total Demand Response Vehicle Purchase Required</b>	<b>2</b>	<b>11</b>	<b>6</b>

Figure 7-8: Phase 5 service recommendations



## Phase 6 Service Recommendations (Year 15-20)

### Fixed Route Service Recommendations

The most prominent service improvement in Phase 6 is the introduction of high capacity transit (HCT), which could include bus rapid transit (BRT), light rail, and/or commuter rail. One additional route in Harrisburg is recommended.

#### Expanded Connections from Harrisburg

Route 401 is proposed as a bi-directional loop route that would start and end at the Harrisburg Town Center hub. The route would depart from Town Center and proceed north on Morehead Road to US 29 where it would connect with other fixed routes at the Charlotte Motor Speedway. In the future, Route 402 would connect with HCT recommended in the US 29 corridor. Route 401 would serve the Walmart Neighborhood Market on US 29 and then turn south onto Pitts School Road. Rider has received numerous service requests for Pitts School Road, which is currently not served by Fixed Route transit. Route 401 would return to Town Center via Roberta Road. The cycle time for this route is estimated to be 30 minutes. Therefore, a 15-minute frequency could be provided with 2 vehicles, one running in each direction.

#### Introduction of High Capacity Transit (HCT)

Through the LRTP stakeholder and public engagement processes, the following corridors have been identified for potential HCT service:

- HCT-1: Extension from JW Clay LYNX Station on US 29 to current and future development at The Grounds at Concord
- HCT-2: Extension from JW Clay LYNX Station to exit 49 corridor serving Concord Mills and Concord-Padgett Regional Airport
- Commuter Rail: North Carolina Railroad Corridor from the Charlotte Amtrak Station to future stations in Harrisburg and Concord as well as the existing Amtrak station in Kannapolis.

In the HCT-1 and 2 corridors, the potential transit modes are bus rapid transit (BRT) or light rail transit (LRT). BRT in dedicated guideway is a cost-effective solution that can mimic rail operations, with a lower passenger capacity per vehicle, but also lower per vehicle cost. Dedicating roadway for bus can be installed cheaper and faster than rail. Corridor-based BRT projects do not require separated right-of-way for most of the corridor unlike fixed-guideway BRT projects. LRT technology can couple multiple vehicles to carry greater passenger volumes compared to BRT. Vehicle length and conflicts with auto traffic may limit service ability to operate in the densest areas, but it can contribute to potential economic development. LRT has higher capital and annual operating costs due to the rail guideway and electrified infrastructure systems.

The specific transit mode(s) and alignments would be determined during feasibility studies that would consider the following factors among others: ridership forecasts, capital costs, and operating and maintenance costs, socioeconomic impacts, environmental impacts, and traffic impacts. The feasibility studies are recommended to be conducted during Phase 1.

Assuming federal funding would be sought for HCT projects, Rider would apply for Project Development under the FTA Capital Investments Grant (CIG) Program once the feasibility studies are prepared. CIG projects require local funding commitments. Examples of projects and the implementation steps for each category are summarized in Table 7-11. Small Starts projects are usually completed in a shorter timeframe than New Starts projects.

As part of the FTA evaluation of Small Starts and New Starts projects, the following criteria are considered: mobility improvements, cost effectiveness, congestion relief, environmental benefits, land use, economic development, and local financial commitment. However, the majority of these criteria are unknown at this conceptual planning stage. The noted criteria where data is currently available, is land use, which includes population density, employment, and affordability. Affordability is measured as the "proportion of legally binding affordability restricted housing in the project corridor compared to the proportion in the counties through which the project travels" (FTA, 2016).



A summary of the transit service operating in phase 6 is summarized in Figure 7-9.

**Table 7-11: Summary of Small Starts and New Starts processes**

	<b>Small Starts</b> <i>Project cost less than \$300 million</i>	<b>New Starts</b> <i>Project cost equal to or greater than \$300 million</i>
<b>Project types</b>	<ul style="list-style-type: none"> <li>▪ New fixed guideway systems (light rail, commuter rail etc.)</li> <li>▪ Extension to existing system</li> <li>▪ Fixed guideway BRT system</li> <li>▪ Corridor-based BRT system</li> </ul>	<ul style="list-style-type: none"> <li>▪ New fixed guideway systems (light rail, commuter rail etc.)</li> <li>▪ Extension to existing system</li> <li>▪ Fixed guideway BRT system</li> </ul>
<b>Phase 1 Implementation Steps</b>	Conduct feasibility studies for the HCT corridors and apply for Project Development under the FTA CIG Program	
<b>Phase 3 Implementation Steps</b>	Complete Project Development under the FTA CIG Program for the selected HCT corridor(s)	
<b>Phase 5 Implementation Steps</b>	Receive a funding agreement for the selected HCT corridor(s) through the FTA CIG Program	Complete Project Development and Engineering under the FTA CIG Program for the selected HCT corridor(s)
	Construct and commence service in HCT corridors	
<b>Phase 6 Implementation Steps</b>	Commence service	Receive a funding agreement for the selected HCT corridor(s) through the FTA CIG Program
	Construct and commence service in HCT corridors	

Using population and household data from the ACS, employment data from LODES, and a database of affordable housing units from the National Historic Preservation Database (NHPD), three selected land use criteria were calculated for the HCT corridor areas. Each land use criterion may receive a high, medium-high, medium, medium-low, or low rating based on ranges established by the FTA (Table 7-12). It is important to remember that land use is just one criterion among several that the FTA uses to evaluate Small Starts and New Starts projects. However, land use is one area in which project stakeholders can take a proactive approach in designing a competitive transit project through land use planning and policy.

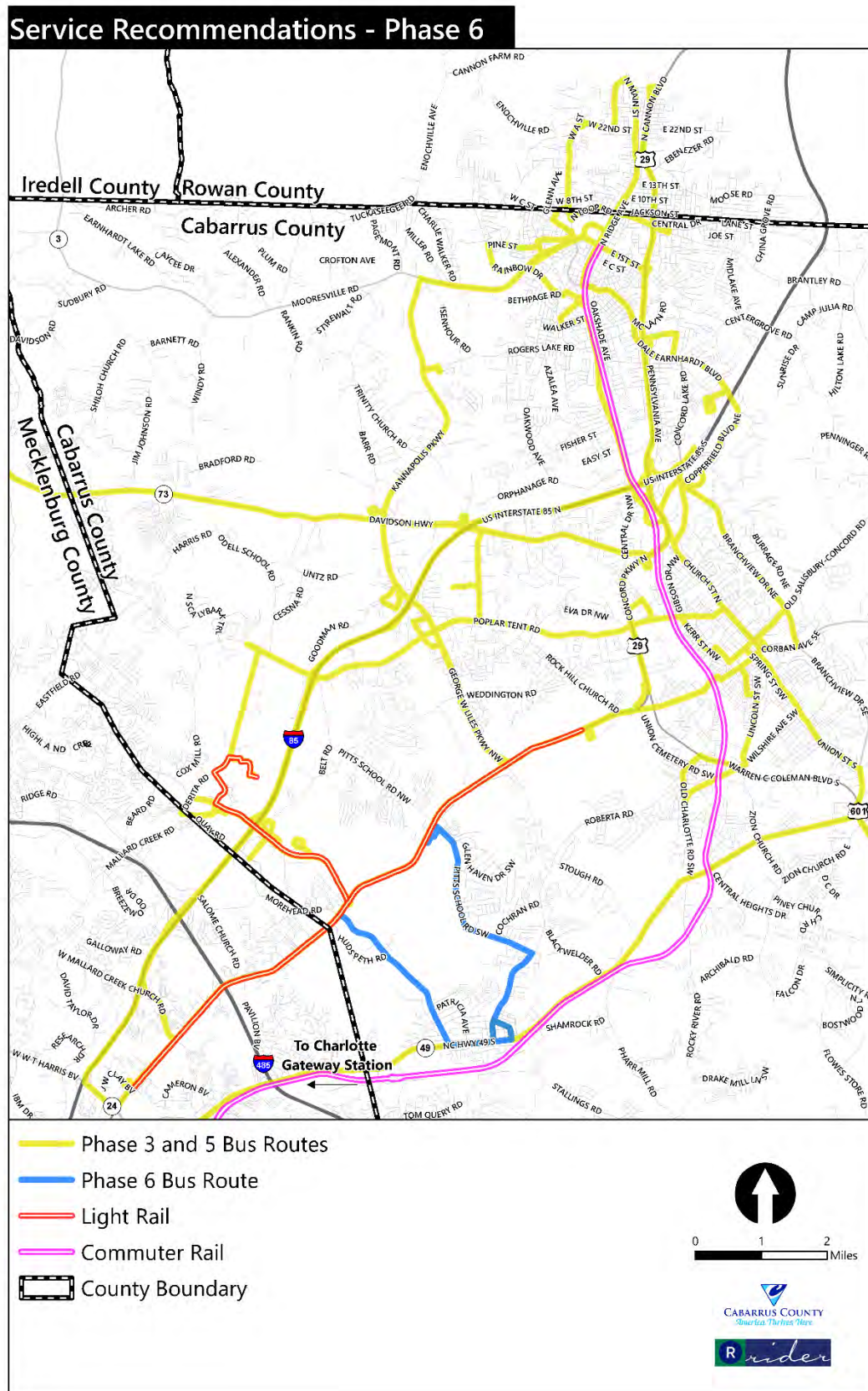
**Table 7-12: Small Starts and New Starts breakpoints for selected land use criteria**

<b>Rating</b>	<b>Population Density</b> <i>Persons per square mile</i>	<b>Employment</b> <i>Jobs served by the system</i>	<b>Affordability</b>
High	15,000 or more	220,000 or more	2.50 or more
Medium-High	9,600 to 15,000	140,000 to 219,999	2.25 to 2.49
Medium	5,760 to 9,599	70,000 to 139,999	1.50 to 2.24
Medium-Low	2,561 to 5,759	40,000 to 69,999	1.10 to 1.49
Low	2,560 or less	40,000 or less	1.10 or less

As stated earlier, to be as competitive as possible in the Small Starts and New Starts programs, Cabarrus County and municipalities should consider increasing population density, employment, and affordability within HCT corridors through zoning land use planning tools such as higher densities, inclusive zoning, and land use plans.



Figure 7-9: Phase 6 service recommendations



## Other Recommendations

The following non-operational recommendations are made for Phase 6 (Year 15-20).

Additional studies as needed.

### Capital Improvements

HCT construction is finished and operations begin.

Bus stops/HCT infrastructure will continue during this phase.

### Vehicles

This phase will require the acquisition of 2 new 57 replacement additional vehicles for the Fixed Route system and 10 new and 69 replacement vehicles for the demand response system.

Purchase of replacement vehicles will be required due to reaching their useful life by FTA standards of 500,000 miles or 12 years in service for Fixed Route or 150,000 or 5 years for the demand response vehicles.

**Table 7-13: Phase 6 Operational Need and Purchase Requirement of Vehicles**

<b>Fixed Route Vehicles</b>	<b>Year 15</b>	<b>Year 16</b>	<b>Year 17</b>	<b>Year 18</b>	<b>Year 19</b>	<b>Year 20</b>
Revenue Service Vehicle Requirements	90	88	88	88	88	88
Spare Vehicles	18	18	18	18	18	18
<b>Total Fixed Route Vehicle Requirements</b>	<b>108</b>	<b>106</b>	<b>106</b>	<b>106</b>	<b>106</b>	<b>106</b>
Expansion Service Vehicles Required	2	0	0	0	0	0
Replacement Vehicles Required	0	45	0	12	0	0
<b>Total Fixed Route Vehicle Purchase Required</b>	<b>2</b>	<b>45</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>

<b>Demand Response Vehicles</b>	<b>Year 15</b>	<b>Year 16</b>	<b>Year 17</b>	<b>Year 18</b>	<b>Year 19</b>	<b>Year 20</b>
Revenue Service Vehicle Requirements	64	65	67	69	70	72
Spare Vehicles	13	13	13	14	14	14
<b>Total Demand Response Vehicle Requirements</b>	<b>77</b>	<b>78</b>	<b>80</b>	<b>83</b>	<b>84</b>	<b>86</b>
Expansion Service Vehicles Required	2	1	2	2	1	2
Replacement Vehicles Required	6	36	8	2	11	6
<b>Total Demand Response Vehicle Purchase Required</b>	<b>8</b>	<b>37</b>	<b>10</b>	<b>4</b>	<b>12</b>	<b>8</b>



## 8. Funding and Financial Plan

This section explores funding sources available to CCTS and Rider to fund service improvements. Initial, baseline service funding for new systems typically comes from a blend of federal, state and some local sources. Initial funding sources are very limited, and their growth over time generally cannot support system expansion. Transit systems that are looking to expand transit service must find alternative ways to increase funding and those rely mostly on local sources. Finding a dedicated funding source that over time funds service improvements is one of the biggest challenges transit agencies face and is the key to long term success. The information below describes those traditional and non-traditional funding sources.

### Traditional Funding Sources

The traditional funding sources are those related to federal, state and local sources. The federal and state programs provide annual allocations to transit agencies that qualify for funding, and are formula based. These federal and state funding sources usually require some level of local matching funds, typically 20%-50%.

### Urbanized Area Formula Grant - Section 5307 Program

The Section 5307 formula grant provides transit capital, operating and planning assistance to urbanized areas with populations of more than 50,000. This program has the most encompassing eligibility of any federal program providing funding to transit systems. Grant funds are utilized to support the development, maintenance and improvement of public transportation in urbanized areas. Eligible projects fall into three primary categories: Planning Projects, Capital Projects and Operating Projects.

*Planning* eligible activities include, but are not limited to: studies relating to management, operations, capital requirements, and economic feasibility; work elements and related activities preliminary to and in preparation for constructing, acquiring, or improving the operation of facilities and equipment; plans and specifications; evaluation of previously funded projects; job access and reverse commute projects; and other similar or related activities before and in preparation for the construction, acquisition, or improved operation of public transportation systems, facilities, and equipment.

*Capital* projects eligible under the Urbanized Area Formula Program include all projects included under 49 U.S.C. 5302(3). In general, capital project expenses involve purchasing, leasing, constructing, maintaining, or repairing facilities, rolling stock, and equipment for use in a public transportation system. It is noted that a listing of eligible projects is not shown here because of the breadth of projects. All eligibility of projects is generally determined by the FTA regional offices. A sample of eligible projects include engineering design and evaluation of transit projects, capital investments in bus and bus-related activities such as initial purchase and replacement and overhaul of buses, rebuilding of buses, crime prevention and security equipment, construction of maintenance and passenger facilities and capital investments in new and existing fixed guideway systems. All preventive maintenance and some ADA complementary paratransit service costs are considered eligible.

FTA provides funding to eligible recipients for costs incurred in the *operation of public transportation service*. In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses usually include such costs as driver salaries, fuel, and items having a useful life of less than one year.

Established under MAP-21 and upheld by FAST Act legislation, the Section 5307 grant program also includes eligible activities from the Job Access and Reverse Commute (JARC) Program (formerly known as Section 5316), which focuses on providing services to low-income individuals to access jobs. These activities include operating assistance with a 50 percent local match for JARC activities. In addition, the urbanized area formula for distributing funds now includes the number of low-income individuals as a factor. There is no minimum or maximum amount of funding that can be spent on JARC activities. JARC can also be used to fund capital projects that are aligned with eligibility guidelines.

The local match required for the Section 5307 funding can vary from 10 percent to 50 percent depending on the type of project. The federal share for *planning and capital projects* that receive funding under the Section 5307 Program is



generally 80 percent of the project cost. There are several notable exceptions in which the federal share may exceed 80 percent for certain projects related to ADA, the Clean Air Act, and certain bicycle projects as follows:

Vehicles. The federal share is 83 percent for the acquisition of vehicles for purposes of complying with or maintaining compliance with the Americans with Disabilities Act of 1990 (ADA; 42 U.S.C. 12101 et seq.) or the Clean Air Act (CAA; 42 U.S.C. 7401 et seq.).

Vehicle-Related Equipment and Facilities. The federal share for project costs for acquiring vehicle-related equipment or facilities (including clean fuel or alternative fuel vehicle-related equipment or facilities) for purposes of complying or maintaining compliance with the CAA, or required by the ADA, is 90 percent.

The federal share for *operating expenses* may not exceed 50 percent of the net operating cost.

## Bus and Bus Facilities Grant – Section 5339

The Bus and Bus Facilities is a formula grant program created by MAP-21 legislation which replaced the previous Section 5309 discretionary Bus and Bus Facilities program. This capital program provides funding to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities. Distribution of this grant is formula based and normally requires a 20 percent local match. A portion of the total Section 5339 program has been also set aside as a discretionary pot of funding through the FAST Act. These competitive grants also provide additional federal resources to state DOTs and individual transit systems to replace, rehabilitate and purchase buses and related equipment and to construct facilities including technological changes or innovations to modify low or no emission vehicles or facilities. A sub-program, the Low- or No-Emission Vehicle Program, provides competitive grants for projects that support the purchase or rehab of those specified vehicles.

FTA Section 5339(a) – Bus and Bus Facilities <i>formula</i> grant	Provides capital funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities.	<ul style="list-style-type: none"> <li>• Designated recipients of urbanized areas.</li> <li>• State DOTs that operate or allocate funding to Fixed Route bus operators.</li> <li>• Sub-recipients include public agencies or private non-profits engaged in public transit.</li> </ul>	Up to 80% of eligible capital expenses.
FTA Section 5339(b) – Bus and Bus Facilities <i>discretionary</i> grant	Provides capital funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities.	<ul style="list-style-type: none"> <li>• Designated Recipients of urbanized areas.</li> <li>• State DOTs that operate or allocate funding to Fixed Routebus operators.</li> <li>• Sub-recipients include public agencies or private non-profits engaged in public transit.</li> </ul>	Up to 80% of eligible capital expenses.

## Capital Investment Grants – Section 5309

This FTA discretionary grant program funds transit capital investments, including heavy rail, commuter rail, light rail, streetcars and bus rapid transit. Federal transit law requires transit agencies seeking CIG funding to complete a series of steps over several years. For New Starts and Core Capacity projects, the law requires completion of two phases in advance of receipt of a construction grant agreement – Project Development and Engineering. For Small Starts projects, the law requires completion of one phase in advance of receipt of a construction grant agreement – Project Development. The law also requires projects to be rated by FTA at various points in the process according to statutory criteria evaluating project justification and ensuring local financial commitment.

---

## Flexible Funding Program – Surface Transportation Program (STP) Funds

The STP program provides a national annual appropriation to the Federal Highway Administration (FHWA). This funding has a broad project eligibility and funding may be used for projects to preserve or improve conditions and performance on any federal-aid highway, bridge project on any public road, facilities for non-motorized transportation, transit capital projects and public bus terminals and facilities. This program funding can also be “flexed” to FTA for use by transit agencies.

## Metropolitan Transportation Planning Program - Section 5303 Program

Section 5303 provides funding and procedural requirements for multimodal transportation planning in metropolitan areas and states. Planning needs to be cooperative, continuous, and comprehensive, resulting in long-range plans and short-range programs reflecting transportation investment priorities. In North Carolina, each urbanized area receives a Section 5303 allocation from NCDOT for MPO transit planning activities based on a funding formula. NCDOT Integrated Mobility Division (IMD) provides one half the local match (10 percent) for FTA Section 5303 funded transit planning tasks. Section 5303 and Section 5307 funds can be used by local agencies to support transit planning activities.

## State Maintenance Assistance Program

The State Maintenance Assistance Program (SMAP) funds are a state funding source administered by the NCDOT IMD to provide operating assistance to urban, small-urban, and urban regional Fixed Route and commuter bus systems. Eligible uses of SMAP funds are limited to a system's operating costs as defined by the FTA C 9030.1E circular for the Federal Section 5307 program. Projects such as preventative maintenance and ADA which are defined as capital eligible expenses in federal grants are still eligible as operating expenses for SMAP.

SMAP has played a significant role in public transportation budgets throughout North Carolina. However, the state's budget bill for FY 19 (House Bill 99) included a recurring reduction in SMAP of approximately 26 percent between FY 2018 and FY 2019. There is no certainty that these funds are going to grow and they might even be eliminated, which could really impact the provision of service in the Cabarrus County area.

## Other Traditional Sources for Consideration

In addition to federal and state funding sources outlined above Rider and CCTS should consider applying for the following available competitive programs to supplement transit activities.

## Enhanced Mobility of Seniors and Individuals with Disabilities Program – Federal Section 5310

The Section 5310 program provides formula funding to states for assisting private nonprofit groups in meeting the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs. The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options.

Section 5310 funding for the Concord UZA is currently managed by the City of Concord. Operating funds are available through this program only after Section 5310 Capital funding has been allocated and are funded with a 50 percent local match requirement when available. Applications for this competitive program must demonstrate project value towards enhanced mobility for seniors and individuals with disabilities to include filling a gap in service to these populations or otherwise expanding their access through the service. The current amount of 5310 funds allocated to the Concord UZA averages less than \$200,000 per year.



## Urban Advanced Technology Grant Program

NCDOT IMD encourages North Carolina's transit systems to employ advanced technologies fostering increased efficiencies throughout the state using a competitive Urban Advanced Technology grant program. Urban Advanced Technology funding is used to benefit transit systems in North Carolina utilizing a wide selection of technologies available today, enhancing both the passenger experience and enabling transit systems to improve safety and efficiencies in their operations. These competitive grants are available to urban and regional transit systems of North Carolina where projects are included in the Regional ITS Strategic Deployment Plan.

## NCDOT IMD Mobility Management Program

NCDOT IMD considers applications for a competitive and limited Mobility Management grant program for regional systems. Applicants must complete a mobility management worksheet and budget sheet to submit with their application documents for consideration of funding. PTD only considers applications from multi-county or regional systems and will not fund a mobility management program that it determines duplicates efforts within the same geographic and/or service area. Statewide funding for this program averages approximately \$1,000,000 annually.

## NCDOT Urban State Match Program

NCDOT IMD provides an Urban State Match funding program to be used as a match for both federally (FTA and FHWA) funded and locally funded urban transit projects. Federal funds matched through this program include 5307 Urbanized Area Formula Grants, 5339 Bus and Bus Facilities, 5310 Elderly and Disabled, and Discretionary grants from the United States Department of Transportation FTA. Applicants can submit an unlimited number of requests for up to a ten percent state match for projects funded with Federal funds or local funds for facility and vehicle replacement projects. Funding is allocated based on transit system operating performance factors, vehicle fleet characteristics, and past receipt of state matching funds and availability of state funds. The availability and amount of funding varies from year to year.

# Alternative Funding Sources

Alternative sources of funding were investigated to provide options to implement and fund the transit system in the future years. In total, three sources could be feasibly implemented into the system's structure to supplement current federal, state, and local funding and operating revenues.

These sources require state, county or municipal approval and would be generated through fees and taxes. Transportation bonds and a dedicated transit sales tax would have to be approved by voter referendum while additional vehicle registration fees and rental car taxes would need approval from the local government. Depending on which source or sources are selected, the proposed funding source would need to be marketed to the public and show how the additional revenues would help directly benefit the system. All of these methods have a high administrative complexity because of the process required for approval and management. However, each of these alternative sources have the potential to supplement the system revenues greatly and would benefit the system overall.

## County Vehicle Registration Fee for Transit

As of 2009, counties also can impose a vehicle registration fee for transit that would be shared on a pro rata basis with municipalities within their boundaries that operate transit systems. This fee can be up to \$7.00 per registration and, like the city-imposed fee, the proceeds can be used for financing, constructing, operating and maintaining a transit system. To enact this fee, the county commission must adopt a resolution following a public hearing.

## General Obligation Bonds

Under North Carolina law, any local government may issue bonds secured by its tax levying authority. These are known as General Obligation Bonds. Transportation bonds are an excellent way to generate extra revenues when there are specific capital projects in need of funding. The first step is to apply to the N.C. Local Government Commission for approval and obtain approval from the governing body (City Council or County Commissioners) after a public hearing. The bonds need to be approved by referendum and the majority of those voting approve the bonds. The bonds must be directed to a certain improvement or set of improvements and are a one-time revenue. Bonds may be issued seven years after approval.

## Sales Taxes

Projected sales tax revenues are shown in this section. In order to fund the current transit service by Rider and CCTS, local revenues have been used. In addition, this section presents a one cent dedicated transit sales tax. Revenue from a dedicated one cent sales tax (implemented in Year 1) is also calculated for the entire 20-year plan period and shown below in Table 8-1. The revenues for federal and state funding were projected using a conservative 1.3% growth rate over the duration of the 20-year plan. This rate was determined by analyzing past growth rates for federal and state funding for the last decade. It is noted that only existing formula funds were projected for both federal and state funds. This conservative approach does not assume the award of any potential federal or state discretionary funding.

In 2009, the North Carolina General Assembly through NC GS § 105-506.1, authorized counties to consider a ¼ cent sales tax on all but food sales to support public transportation systems in counties and municipalities that operate transit systems. These funds can be used for financing, operating, maintaining and constructing public transportation systems, but the funds cannot replace existing funds. The funds can also be used for first mile/last mile improvements, such as sidewalks, greenways and bike infrastructure that connect to the transit system.

Only counties may impose this tax, and it may be adopted by the county commission only if it passes a voter referendum. Municipalities need special permission if they want to add a similar tax on their own. Counties also need special permission from the General Assembly if they want to raise more than ¼ cent tax.

The results of a referendum would be allocated based on the populations of jurisdictions that provide transit service. This tax could generate a total of \$34 million, as of today, for transit in Cabarrus County if a one cent tax was to be implemented. This is currently the only funding mechanism that will allow for the implementation of most of the service recommendations in Chapter 7.

**Table 8-1: Revenues Generated (20-year plan summations)**

Potential 1 Cent Sales Tax Adjusted	\$783,266,087.87
Federal Allocation Adjusted	\$49,996,934.71
State Allocation Adjusted	\$15,707,459.46
<b>Total</b>	<b>\$848,970,482.04</b>



## Other Financing Mechanisms for funding High Capacity Transit and Large Public Transit Facilities

Local governments have access to local and federal government strategies and financing mechanisms for major capital projects. Among the most common are Transit Oriented Development, Value Capture, and Public Private Partnerships, Transportation Infrastructure Finance and Innovation Act (TIFIA) and Railroad Rehabilitation and Improvement Financing (RRIF) credits.

### Transit Oriented Development (TOD)

TOD is a development strategy aiming to create mixed-used communities along high capacity transit corridors with high tax value. TOD is based on land use policies and strategies that are supportive of transit using different tools, such as zoning, increase in density, public/private partnerships, and with the intent of developing walkable and pedestrian-oriented communities in order to increase the probability of using transit as a transportation mode.

### Value Capture

According to the Federal Transit Administration, value capture strategies are used to generate long term revenue streams by assigning a portion of the increase in tax value in a locally defined area around Transit Oriented Development and HCT projects. That helps repaying debt to finance the upfront costs of building infrastructure and annual operating cost once service begins; this could include high capacity corridors, such as light rail, or BRT, or other type of projects, such as multimodal transportation hubs. TOD strategies are frequently associated with value capture because the development created through TOD policies generates revenues to offset the cost of the transit project.

Joint development is another value capture strategy that allows coordination between developers and transit agencies to develop real estate that improves the transit system. In this strategy the agency and the developers share the cost of the investment.

All these strategies can be accomplished in partnership with private entities. Public private partnerships give the opportunity to develop the private realm with infill development, walkable retail, etc., while the public entity develops the public realm.

### Transportation Infrastructure Finance and Innovation Act (TIFIA)

The federal government offers other mechanisms to finance infrastructure, such as Transportation Infrastructure Finance and Innovation Act (TIFIA). TIFIA provides credit assistance for projects of regional or national relevance, in the form of direct loans, loan guarantees, and standby lines of credit. The use of TIFIA funds are more appropriate when the project bring benefits to the public, when there are capital market gaps and one of the main benefits is that it reduces the risk.

### Railroad Rehabilitation and Improvement Financing (RRIF)

Finally, the Railroad Rehabilitation and Improvement Financing (RRIF) provides direct loans and loan guarantees to finance development of railroad infrastructure. The funds can be used on all the components of capital infrastructure, including intermodal and railroad facilities; planning and design relative to those capital improvements, to finance TOD and refinance outstanding debt.

## Financial Plan

The Cities of Concord and Kannapolis and Cabarrus County embarked on a process that will transform their transportation systems, and communities, in years to come, if the LRPTMP is implemented successfully. Additional service, increased frequency, service on-demand with the demand response zones and other recommendations will contribute to remove pressure on their existing, limited networks. The agencies' vision is bold and ambitious and responds to the future changes Cabarrus County is facing. The financial plan in Appendix G shows the funding mechanisms to implement those changes and the path to achieve success.

## Transit Service Investment

The amounts shown below are total amounts for the entire 20-year, six phase implementation period, not including projected costs for High Capacity Transit. The total capital amount shown includes the addition of new transit vehicles (Fixed Route and Demand Response) over the life of the plan; replacement vehicles, bus amenities, technologies, software and data, a new administrative and maintenance facility, several feasibility studies required during the life of the plan, 3 new transit hubs in Cabarrus County, and park-and-ride facilities.

**Table 8-2: Total 20 Year Non-High Capacity Transit Plan Implementation Costs**

<b>Total Operational Costs</b>	<b>\$759,482,819</b>
<b>Total Capital Costs</b>	<b>\$201,374,000</b>
<b>Total Personnel Costs</b>	<b>\$54,070,056</b>
<b>Total Costs</b>	<b>\$ 1,014,926,874.58</b>

## Potential Funding Sources

The new services proposed in this document were developed based on input from a variety of sources and are categorized into six primary phases. The proposed new transit services are those that fit into one of several categories including expanded service hours, additional frequency and additional routes.

**Table 8-3: Total Plan Projected Revenue**

Potential 1 Cent Sales Tax Adjusted	\$ 783,266,087.87
Federal Allocation Adjusted	\$ 49,996,934.71
State Allocation Adjusted	\$ 15,707,459.46
Current Annual Farebox from Rider Fixed Route	\$ 50,246,582.40
Current Annual CCTS Reimbursements	\$ 31,398,707.06
	<b>\$ 930,615,771.49</b>

**Table 8-4: Total Plan Projected Revenue Needed**

<b>Total Projected Cost</b>	<b>\$ 1,014,926,874.58</b>
<b>Total Projected Revenue</b>	<b>\$930,615,771.49</b>
<b>Projected Total Additional Revenue Needed</b>	<b>\$84,311,103.09</b>

\*\* Note, the revenue projections above are conservative. Those projections do not account for Federal or State Formula Fund Growth due to service expansion, and it makes no assumption of the award of Federal and State discretionary grants which would sought throughout the various projects over the 20 years in an effort to assist with bridging the current projected shortfall to enable complete project implementation.

## In Conclusion

Cabarrus County has gone through an amazing period of rapid population growth over the last 30 years.

- In 1990 the population of Cabarrus County was 99,521, Concord 37,881, Kannapolis 32,570
- In 2004 (when Rider Transit began) the population of Cabarrus County was 145,524, Concord was 59,630, Kannapolis was 38,441
- In 2018 population estimation of Cabarrus County was 211,342, Concord 94,130, Kannapolis 49,761

In the last 30 years, the total population of the county (+112.36%) has more than doubled. The population of Concord (+148.49%) has grown even faster. Kannapolis' population (+53%) has grown significantly as well. This rapid rate of expansion is expected to continue through at least the next 25-30 years.

Complaints about traffic and travel times are increasing, even with significant roadways improvements and expansions over the last decade. Development – residential, retail, commercial, industrial, is growing similarly as the population expands, often in areas not adjacent to the existing transit service areas. This creates significant impacts on travel patterns locally as well as regionally. Many local roadways have been widened to the maximum extent possible. The decades long growth of the City of Atlanta provides a cautionary tale that shows that there can never be enough road capacity to avoid traffic jams and delays and all the challenges that presents to a large urban region. Other means are necessary to help address reducing the ever constantly growing congestion and the number of vehicles traveling within Cabarrus County and the surrounding region. Public Transportation can be a key partner in helping address this amazing growth – and the mobility challenges that comes with that growth.

Rider Transit started service nearly 16 years ago. During those 16 years, Rider Transit added two buses and two new routes. CCTS has been operating at maximum capacity for years now, with people in the community waitlisted for services or unable to receive services at all due to a lack of available funding. One reason the growth of service laid out in this plan is so large is that both CCTS and Rider Transit today have significantly less funding and operational capacity to serve the community effectively today than they need. The first three phases of this plan (through Year 8) are essentially getting public transit service levels up to what they should be in 2020. The second half of the plan, Phases 4-6, are really what's needed to address the significant growth forecasted over the next 20 years. Without the proposed one cent dedicated sales tax, Value Capture and other means of generating revenue, very little outlined in the plan can be achieved and transit will continue to serve only a fraction of the community.

The cost of providing public transit services are often viewed through the narrow perspective of how much money does the transit system earn in fare revenues. The reality is, there is no public transit service that pays for itself through farebox recovery. However, public transit services provide a return investment to their communities in myriad, often overlooked ways. Transit provides employees with access to jobs, and employers with access to a broader workforce. More employers, more people employed, more goods and services are provided. This helps generate more property tax, more sales tax, and more people gainfully employed and able to spend money within the community. Transit helps provide access to educational opportunities that allow people to gain education and skills that allow them to become more economically independent. Transit helps more people access health care earlier and more often, so minor health issues don't develop into major issues that result in lost work, lost productivity, and increased costs to individuals and the community at large. Transit allows people to access healthier foods and partake in more educational and social opportunities within and around our communities. In short, transit makes for better, healthier, more productive, more livable and more desirable communities in which to live and work.

Transit Oriented Development from High Capacity Transit projects and Transit Facilities not only helps reduce congestion, it provides a framework and allows for focused development of more livable communities by combining easy access between housing, employment and life activities of all sorts – it can create huge increases in property tax revenue generation. That additional tax revenue doesn't come back to the transit system, but its value is tangible to the communities in a very real way. The CATS Blue Line has already been credited with \$3.5 billion dollars in



property tax value due to new development and investment along the light rail corridor, and that growth will continue for years to come. If a portion of those increased tax revenues were added as a dedicated revenue source for transit, it would completely change the discussion of the value transit provides to the community, and how it can support existing and future services moving forward.

With this plan, the Cities of Concord and Kannapolis and Cabarrus County have roadmap to help their communities embark on a transformative process and provide fundamental changes to their transportation systems, and communities, in years to come, if the plan is implemented successfully. The agencies' vision is bold and ambitious and responds to the future changes Cabarrus County is facing. As stated in the introduction, providing a variety of mobility options makes for more vibrant, engaged, sustainable, resilient and healthy communities, as well as ones that are more competitive economically—locally, regionally and globally. Better mobility makes a more livable community and planned appropriately, can help ensure Concord, Kannapolis and Cabarrus County remain one of the best places in the country to live, work and play for decades to come.

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**July 6, 2020  
4:00 PM**

---

#### **AGENDA CATEGORY:**

Discussion Items for Action

#### **SUBJECT:**

DHS - FY21 Urbanized Area Funding - Public Hearing 6:30 p.m.

#### **BRIEF SUMMARY:**

The Urbanized Area Formula Funding program (49 U.S.C. 5307) makes federal resources available to urbanized areas, and to governors for transit capital and operating assistance in urbanized areas and for transportation-related planning. An urbanized area is an incorporated area with a population of 50,000 or more that is designated as such by the U.S. Department of Commerce, Bureau of the Census. This grant requires a 20% local match. A public hearing is required to apply for this grant.

#### **REQUESTED ACTION:**

Hold a public hearing.

Motion to accept the FY21 5307 Urbanized Area Grant and adopt the budget amendment and related resolutions.

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

5 Minutes

#### **SUBMITTED BY:**

Bob Bushey, Transportation Manager

#### **BUDGET AMENDMENT REQUIRED:**

Yes

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

---

**ATTACHMENTS:**

- ▢ Budget Amendment
- ▢ FY 2021 Equivalent Service Certification
- ▢ FY 2021 Local Share Certification
- ▢ FY 2021 DBE Good Faith Efforts Certification
- ▢ FY 2021 Certification and Restrictions on Lobbying
- ▢ FY 2021 Special Section 5333(b) Warranty
- ▢ FY 2021 Annual Conflict of Interest Policy
- ▢ FY 2021 Program Resolution
- ▢ 5307 Application Budget Worksheet
- ▢ FY 2021 Delegation of Authority
- ▢ FY 2021 Public Hearing Record

## Budget Revision/Amendment Request

Date: **7/21/2020**

Amount: **262,000.00**

Dept. Head: **Karen Calhoun**

Department: **DHS**

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Request to increase the Transportation budget with funds awarded from Grant 5307 in the amount of \$262,000.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	0016-5240-6380	5307 Grant		262,000.00		262,000.00
001	9	00195240-9520	Autos & Truck Maintenance	261,495.00	262,000.00		523,495.00
001							0.00
001							0.00
							0.00
							0.00
							0.00
							0.00

**Total** 0.00

### Budget Officer

- ☐ Approved  
☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### County Manager

- ☐ Approved  
☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Board of Commissioners

- ☐ Approved  
☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(Required of all Applicants that plan to procure inaccessible vehicles)  
**CERTIFICATION OF EQUIVALENT SERVICE**

**Cabarrus County** (*Legal Name of Applicant*) certifies that its demand responsive service offered to individuals with disabilities (as defined in 49 CFR 37.3), including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

- 1) Response time;
- 2) Fares;
- 3) Geographic service area;
- 4) Hours and days of service;
- 5) Restrictions or priorities based on trip purpose;
- 6) Availability of information and reservation capability; and
- 7) Constraints on capacity or service availability.

In accordance with 49 CFR 37.77, public funded entities operating demand responsive systems for the general public which receive financial assistance under section 18 of the Federal Transit Act must file this certification with the appropriate state program office before procuring any inaccessible vehicle. NCDOT also requires state funded entities that do not receive Federal Transit Administration (FTA) funds to file this certification as well. **This certification is valid for no longer than one year from its date of filing.**

The NCDOT Public Transportation Division requires all participants to certify equivalent service when requesting to purchase non-ADA accessible vehicles. By signing this certification, the above-named agency is certifying that it has a mechanism in place to provide rides to individuals with disabilities. The ride must be provided in a manner equivalent to the service provided by the above-named agency to individuals without disabilities. Verification must include the attached form entitled *Measuring and Monitoring Equivalency for a General Public Demand Responsive Transportation Service*.

\_\_\_\_\_  
*Signature of Authorized Official*

Seal Subscribed and sworn to me (date) \_\_\_\_\_

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Printed Name and Address*

My commission expires (date) \_\_\_\_\_

Affix Notary Seal Here



## Measuring and Monitoring Equivalency for a General Public Demand Responsive Transportation Service

Criteria/Requirement	Data and Analysis to Ensure Equivalency
Service Area	Cabarrus County
Response Time	One Hour
Fares	Equal for all programs
Days and Hours	Monday-Friday 5:00am-6:00pm
Trip Purposes	All
Capacity Constraints:	
Trip Denials	After scheduling hours or out of County
Trip Caps	Per funding
Waiting Lists	Meal sites
Missed Trips	Route Match
On-Time Performance	100% Goal
Travel Time	1 hour

## Comparison of ADA Regulatory Requirements for General Public Demand Responsive Services versus ADA Complementary Paratransit Services

<b>Criteria/Requirement</b>	<b>General Public Demand Responsive Transportation Services (Equivalency)</b>	<b>ADA Complementary Paratransit Services (Comparable to Fixed Route)</b>
Type of Service (DTD v CTC)	Whatever policy you set. Same for everyone.	Origin-to-destination
Service Area	Same as everyone else	$\frac{3}{4}$ of a mile of all non-commuter fixed routes
Response Time	Same as everyone else	Next-day service
Fares	Same for all	2 times base fixed route fare
Days and Hours	Same for all	All the fixed route hours
Trip Purpose	Can set policy ; same for all	All trip purposes; no priorities
Capacity Constraints	Same for all	No capacity constraints
Information and Communication Access	Provide accessible information and communications	Provide accessible information and communications

**FY 2021 LOCAL SHARE CERTIFICATION FOR FUNDING**

**Cabarrus County**  
**(Legal Name of Applicant)**

**Requested Funding Amounts**

<b><u>Project</u></b>	<b><u>Total Amount</u></b>	<b><u>Local Share</u></b>
Administrative	\$ _____	\$ _____ (15%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ _____	\$ _____ (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (20%)
Combined Capital	\$ <b><u>262,000</u></b>	\$ <b><u>52,400</u></b> (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)

<b>TOTAL</b>	<b>\$ <u>262,000</u></b>	<b>\$ <u>52,400</u></b>
	<b>Total Funding Requests</b>	<b>Total Local Share</b>

**The Local Share is available from the following sources:**

<b><u>Source of Funds</u></b>	<b><u>Apply to Grant</u></b>	<b><u>Amount</u></b>
<b><u>General Fund</u></b>	<b><u>5307</u></b>	<b>\$ <u>52,400</u></b>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

FY 2021 Local Share Certificate (page 2)

_____	_____	\$ _____
_____	_____	\$ _____
<hr/>		
<b>TOTAL</b>		<b>\$ <u>52,400</u></b>

**\*\* 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

Michael Downs/ County Manager  
\_\_\_\_\_  
Type Name and Title of Authorized Official

\_\_\_\_\_  
Date

### **DBE GOOD FAITH EFFORTS CERTIFICATION**

This is to certify that in all purchase and contract selections 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 checked="" 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 checked="" 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 <a href="https://www.ebs.nc.gov/VendorDirectory/default.html">https://www.ebs.nc.gov/VendorDirectory/default.html</a>
	<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

\_\_\_\_\_  
Michael Downs/ County Manager  
Type Name and Title of Authorized Official



(Required of all Applicants)

## CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, **Mike Downs**, on behalf of  
*Name of Authorized Official*

**Cabarrus County**  
*Legal Name of Applicant*

Hereby certifies that:

No Federal/State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal/State agency, a Member of Congress or State Legislature, an employee of a member of Congress or State Legislature, or an officer or employee of Congress or State Legislature in connection with the awarding of any Federal/State contract, the making of any Federal/State grant, the making of any Federal/State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal/State contract, grant, loan, or cooperative agreement.

If any funds other than Federal/State appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Federal/State agency, a Member of Congress or State Legislature, an employee of a member of Congress or State Legislature, or an officer or employee of Congress or State Legislature in connection with the Federal/State contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

*The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

\_\_\_\_\_  
*Signature of Authorized Official*

Seal Subscribed and sworn to me (date) \_\_\_\_\_

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Printed Name and Address*

My commission expires (date) \_\_\_\_\_

***Affix Notary Seal Here***

# SFY 2021 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

---

## **Special Section 5333(b) Warranty For Application to the Nonurbanized Area Formula Program**

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under the Community Transportation Program (CTP):

### **A. General Application**

The Public Body (The North Carolina Department of Transportation) agrees that the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the project,

Cabarrus County

(Legal Name of Applicant) and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the U. S. Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the U. S. Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of CTP funding in the absence of a finding of noncompliance by the Department of Labor.

### **B. Standard Terms and Conditions**

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

## SFY 2021 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

---

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a

## SFY 2021 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

---

full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the “preconsummation” issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless

## SFY 2021 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

---

otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in



## SFY 2021 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

---

addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of Service prior to adverse effect	Period of protection
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

## SFY 2021 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

---

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

## SFY 2021 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

---

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses,

## SFY 2021 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

---

losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be

## SFY 2021 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

---

selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:



## SFY 2021 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

---

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final

## SFY 2021 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

---

and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

## SFY 2021 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

---

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the

## SFY 2021 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

---

basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union

# SFY 2021 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

---

representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

## C. Acceptance of Special Section 5333(b) Warranty

I, (Name and Title) Michael Downs  
(Name and Title)

do hereby certify that

Cabarrus County  
(Legal Name of Applicant/Recipient)

has agreed to the terms and conditions of this Warranty; will accept this agreement as part of the contract of assistance with the North Carolina Department of Transportation; and **will post, in a prominent and accessible place, the terms and conditions of the Warranty with a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with these terms.**

---

Signature of Authorized Official

---

Date



(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)

## **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)\** County Manager of *(Name of Applicant's Governing Body)* Cabarrus County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I, Lauren Linker, Clerk to the Board, do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the Cabarrus County Board of Commissioners duly held on the 21<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
*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) \_\_\_\_\_

*Affix Notary Seal Here*

# Technical Guidance to the FY 21 Worksheet

Split letters are provided from Large UZA's or from the Governor's Appropriation of funding. The Split letter allocates funding to the recipient.

## Appropriate Security Measures Include:

1. Facility perimeter security and access control systems (e.g. fencing, lighting, gates, card reader systems, etc)
2. Closed Circuit television camera systems (at stations, platforms, bus stops, and on board vehicles)
3. Any other Project intended to increase the security and safety of an existing or planned transit system

## Three reasons that a recipient may give for 1% security expenditure being unnecessary:

1. A recent threat and vulnerability assessment identified no deficiencies.
2. Transportation Security Administration (TSA/FTA) Security and Emergency Management Action Items met or exceeded
3. Other. For the other category the typical reason is that a recipients spends sufficient local, other FTA, or Department of Homeland Security Funds on security projects and therefore does not need to spend formula funds.

5307 Application Budget		Please complete the yellow highlighted areas	
System Name:		Cabarrus County	
Fiscal Year Apportionment:		2021	
Original Designated Recipient:		NCDOT	
		Enter the total Federal 5307 allocation in cell C6 below	
Total Allocation in split letter to be used in FY 21:		\$	207,084
1% Security Minimum Total \$ Amount Requirement FY 2021:		\$	2,620
Provide a justification if the 1% security minimum is not needed for security in cell C8 backup documentation may be requested by PTD:			
Ensure ADA paratransit is capped at 10% (maximum 5307 you can use):		\$	20,708

**Operating Budget Maximum** - only applies if funding is received from a Large UZA, Small Urban Areas are not capped. Large Urban Area Operating Budget Maximum (Refer to 5307 Allocation table 3a)

Feel free to insert rows below as needed for line items in appropriate categories for the FY 21 Budget to break out by categories.

Project Type projected FY 2021	Match (F,L)	Budgeted Amount (federal only) for FY 21 See highlighted percent in column B	Description of Budgeted Amount (Please include # Vehicles/type, security minimum, and other project descriptions)
Operating	50,50		
ADA Paratransit (Capped at 10% total budget)	80,20		
Preventative Maintenance *CAN ONLY BE DESIGNATED FOR ONE FISCAL YEAR AT A TIME	80,20		
Capital	80,20	\$ 209,600	preventative maintenance
Planning	80,20		
TOTAL		\$ 209,600	
Transit Security Expenditures	2016	2017	2018
Total \$ Amount of 5307 Funds expended	0	0	0
Total \$ Amount of 5307 funds expended on security	0	0	0
Percent of 5307 funds expended on security	#DIV/0!	#DIV/0!	#DIV/0!
Total \$ Amount spent on Lighting, fencing and perimeter control	0	0	0
Total \$ Amount spent on CCTV and surveillance technology	0	0	0
Total \$ Amount spent on Communication systems	0	0	0
Total \$ Amount spent on Other security related infrastructure and capital improvements (list)	0	0	0
Total \$ Amount spent on Contracted Security force	0	0	0
Total \$ Amount spent on In-house security force	0	0	0
Total \$ Amount spent on Other security related infrastructure and operating expenditures (list)	0	0	0

Authorized Representative Certifying Signature

Date:

# FY 2021 Delegation of Authority

Date: 7/21/2020

I Michael Downs  
(Authorized Official's Typed/Printed Name)

Cabarrus County Manager  
(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:** Michael Downs/ 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:** Jonathan Marshall/ Debuty County Manager  
(Alternate Designee's Name and Position Title)

Cabarrus County

(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 Rodney Harris/ Deputy County Manager**  
(Alternate Designee's Name and Position Title)

Cabarrus County

(Alternate Designee's Agency)

Reimbursement Requests: ☒ Yes ☐ No

April 25, 2018



Budget Revisions: ☒ Yes ☐ No

Budget Amendments: ☒ Yes ☐ No

Period of Performance Extensions: ☒ Yes ☐ No

Other \_\_\_\_\_: ☐ Yes ☐ No

Signature:

---

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:** 7/21/2020

**PLACE:** Cabarrus County Board of Commissioners

**TIME:** 6:30pm

**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) Cabarrus County 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

*Affix Seal Here*

## 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](mailto: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.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 6, 2020  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

EMS - Purchase Order Request

### **BRIEF SUMMARY:**

Seeking a purchase order (PO) to replace four ambulances. This will be to purchase two new Ambulances, and remount two existing ambulances. The units scheduled to be replaced have exceeded acceptable mileage as EMS response units and outlived their reliability in accordance with County vehicle replacement policy. This purchase total for four ambulances will be at a cost of \$502,218.00. This purchase will be completed factory direct (Demers), with affiliation in the SAVVIK Group. SAVVIK Group is a purchasing coalition available to local government entities and qualifying non-profit corporations

### **REQUESTED ACTION:**

Motion to approve the purchase of four ambulances as budgeted.

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

5 Minutes

### **SUBMITTED BY:**

Jimmy Lentz, Emergency Medical Services Director

### **BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▢ Ambulance purchase justification.



## **2019 EMS New Ambulance Purchase with Fiscal year 2020/2021 budget approval.**

### **Project Description**

Seeking a purchase order (PO) to replace four ambulances. This will be to purchase two new Ambulances, and remount two existing ambulances. The units scheduled to be replaced have exceeded acceptable mileage as EMS response units and outlived their reliability in accordance with County vehicle replacement policy. This purchase total for four ambulances will be at a cost of \$502,218.00. This purchase will be completed factory direct (Demers), with affiliation in the SAVVIK Group. SAVVIK Group is a purchasing coalition available to local government entities and qualifying non-profit corporations

### **History**

In years past, ambulances were utilized until no longer capable of responding and often exceeded 200,000 miles. Vehicle failures were frequent and reliability was unpredictable. A policy was adopted resulting in ambulance replacements at 125,000 miles for front line units. Cost associated with maintenance after expiration of warranty continued to be a significant burden. The Cabarrus County Fleet Maintenance recommended a replacement policy of 100,000 for front line units and was subsequently adopted as County policy on 11/15/09. Based upon cyclic nature of utilization and mileage accumulation, ambulance replacement should occur with three units annually to maintain appropriate resource reliability and readiness.

### **Justification**

- Compliance with fleet maintenance policy reduces ambulance maintenance costs, maintains reliability of emergency response fleet, and increases reliability.
- New unit warranty 3 years or 36,000 miles
- Average annual mileage of EMS units is 25,142 (Total annual mileage for FY20 – 452,557)
- Call volume and demand continues to increase.

### **Impact if Not Funded**

- Reduced reliability and increased liability associated with vehicle failures during emergency response or patient transport.
- Vehicle failures related to emergency response must be recorded in ambulance call report and reported to the NC Office of EMS.
- Adoption of NFPA 1917 standard for ambulance building has been implemented by NCOEMS.
- Vehicle failures and extended unit down time result in lost resources to cover county emergency response needs.

### **Cost Saving Measures**

- Research on best product
- Participation in regional cooperatives / coalitions for best pricing (SAVVIK)
- Communication with county fleet maintenance manager
- Consistency in fleet (Chevrolet/Demers)

### **Supporting Policy & Guidelines**

- Cabarrus County Fleet Maintenance Policy: “Due to the specific nature of use, the Sherriff, EMS, and Transportation departments make replacement recommendations on their specific vehicles, also based on Fleet Policy guidelines. EMS Ambulance - 100,000 miles, or as the EMS Director and Fleet Maintenance Supervisor deem necessary.”
- 10A NCAC 13P .0207 Ground Ambulance: “Vehicle and Equipment Requirements: no structural or functional defects that may adversely affect the patient, the EMS personnel, or the safe operation of the vehicle.”
- <http://www.ncdhhs.gov/dhsr/EMS/pdf/groundvehicle.pdf>: Ground and non-transport vehicle inspection report (NC Office of EMS, Division of DHHS)

## Fleet

- Ambulance fleet consists of 12 front line units and 6 reserve units.
- Units are tasked with responding to ~34,000 calls yearly in addition to significant events.
- Ambulance operation results in extreme wear/tear as a result of required driving patterns and utilization practice.
- This purchase will be to replace four units that have exceeded the Cabarrus County Fleet policy guidelines.

## Justification for purchase of Demers Ambulances

- Is engineered to meet the NFPA 1917, CAAS, and KKK standards, without any modifications. With this manufacturing process considered “standard”, there is no increasing in pricing to meet these requirements. There was a substantial increase in pricing (~\$20,000) when McCoy Miller and Osage were asked to build to these specifications.
- Increased fuel savings with improved aerodynamics and ECO smart system.
- Warranty, Demers 180,000 miles complete, McCoy Miller and Osage 5 years / 100,000 miles.
- Standard/Consistent layout for entire fleet.
- Remote diagnostic capabilities to decrease downtime.

## Cost

- \$173,935 per NEW unit (total cost \$347,870) includes tax, tag, lettering, and associated costs completed locally.
- \$97,174 per Remounted unit (total cost \$194,348) includes tax, tag, lettering, and associated costs completed locally.

## Ambulances to be replaced (mileage as of 6/10/2020):

Unit #	Unit Year	Mileage	Hours		Adjusted Mileage	Comment
940	2015	119,751	7933		261789	Will be updated /remounted.
941	2015	131670	8352		275616	Will be updated / remounted.
946	2014	12443	6112		201696	McCoy Miller
950	2015	118788	5405		178365	McCoy Miller

## Additional points for consideration

- General Motors recommendation also places attention on hourly utilization of units. Recommendation is to multiply unit hours x 33 to more closely approximate engine wear/mileage.
- EMS generates revenue associated with patient billing offsetting more than half of operational costs

**Status EMS Fleet (mileage as of 6/10/2020)**

Unit #	Unit Year	Mileage	Hours	Adjusted Mileage	Comment
940	2015	119,751	7933	261789	
941	2015	131,670	8352	275619	
942	2017	30,606	2301	75956	
943	2017	75,675	5025	165825	
944	2016	106,998	6346	209424	
945	2018	43,935	2468	81453	
946	2014	124,388	6112	201696	
947	2019	29,904	1227	40491	
948	2017	94,420	5342	176292	
949	2019	17,924	1424	46992	
950	2015	118,788	5405	178365	
951	2020	1,827	110	3643	Unit wrecked and remounted
952	2018	53,893	2601	85842	
953	2019	22,569	915	30204	
954	2016	91,578	5918	195300	
955	2019	25,425	1176	38814	
956	2016	128,191	6282	207312	
957	2017	59,929	5087	167871	

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 6, 2020  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Finance - Implementation of the FY21 Capital Improvement Plan Accounting

### **BRIEF SUMMARY:**

Included is a list of County CIP (Capital Improvement Plan) projects that were approved as part of the FY 21 annual budget process. The projects will be recorded and tracked in the County Capital Project Fund and the School Capital Project Fund.

### **REQUESTED ACTION:**

Motion to approve the implementation of the FY21 Capital Improvement Plan Accounting and authorize the Finance Director to prepare the appropriate Budget Amendment(s) and Project Ordinance(s).

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

5 Minutes

### **SUBMITTED BY:**

Susan Fearington, Finance Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

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

---

### **ATTACHMENTS:**





<b>Cabarrus County</b>	
<b>Capital Improvement Projects</b>	
<b>FY 21</b>	
Governmental Center Parking Deck Sealing	\$ 350,000.00
Operations Center Renovations	150,000.00
Fiber Infrastructure Improvement	300,000.00
Jail Annex HVAC Replacement	240,000.00
Sheriff Training & Firing Range Renovations	120,000.00
Northeast Cabarrus Radio Tower	160,000.00
Human Services HVAC	180,000.00
Frank Liske Park ADA Renovations	1,100,000.00
Frank Liske Park Water Line	420,000.00
Frank Liske Park Playground Replacement	120,000.00
KCS - AL Brown Football Stadium ADA/Drainage	228,000.00
KCS - AL Brown Roof Replacement	190,000.00
RCCC -Building 2000 Reroof	335,000.00
RCCC - CBTC HVAC Replacement Phase III/IV	265,000.00
RCCC - South Campus Building 1000 Boiler	105,000.00
EMS Headquarters	2,500,000.00
West Cabarrus Library & Senior Center	2,400,000.00
Deferred Maintenance Projects	2,100,000.00
Camp Spencer Vending & Archery Building	200,000.00
CCS Mobile Units	500,000.00
R. Brown McAllister Replacement	450,000.00
Fire Alarm System Replacement (Northwest High)	89,314.00
Fire Alarm System Replacement (Concord High)	89,314.00
Mobile Renovations (JM Robinson High)	81,195.00
	\$ 12,672,823.00

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**July 6, 2020  
4:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Finance - Update of County Capital Projects Fund for Frank Liske Park Barn Insurance Proceeds

**BRIEF SUMMARY:**

Insurance proceeds of \$145,208 have been received so far for the Frank Liske Park Barn replacement. Since this project will span over more than one fiscal year, we would like to move a portion of the insurance proceeds into the multi-year County Capital Project Fund. Barn supplies in the amount of \$14,207 have previously been transferred to the General Fund and the remaining \$131,001 will now be transferred to the multi-year fund for tracking future expenditures. A budget amendment and updated project ordinance is included for your review.

**REQUESTED ACTION:**

Motion to approve the budget amendment and updated County Capital Project ordinance for the Frank Liske Park Barn replacement project.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations  
Susan Fearington, Finance Director

**BUDGET AMENDMENT REQUIRED:**

Yes

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

---

### ATTACHMENTS:

- ▢ Frank Liske Park Barn Amendment
- ▢ Fd 380 Project Ordinance

### Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

This budget amendment recognizes insurance proceeds from the Frank Liske Barn fire and allocates \$131,001 to the County Capital Projects Fund to be used for the replacement of the Barn. The BA also recognizes Insurance funds in Fund 600 for \$14,207 received for Barn supply replacement that was previously transferred to the General Fund.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
380	6	8140-6931-BARN	Contribution from Internal Service Fund	-	131,001.00		131,001.00
380	9	8140-9607-BARN	Architect - Barn	-	100,000.00		100,000.00
380	9	8140-9860-BARN	Equipment & Furniture - Barn	-	31,001.00		31,001.00
				-			0.00
600	9	1919-9708	Contribution to Capital Project Fund	-	131,001.00		131,001.00
600	6	1919-6901	Fund Balance Appropriated	-	131,001.00		131,001.00
							0.00
							0.00
				-			0.00
				-			0.00
				-			0.00
				-			0.00
				-			0.00

#### Budget Officer

- ☐ Approved  
☐ Denied

#### County Manager

- ☐ Approved  
☐ Denied

#### Board of Commissioners

- ☐ Approved  
☐ Denied

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

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

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

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

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

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

# CABARRUS COUNTY COUNTY CAPITAL PROJECTS BUDGET ORDINANCE

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

## Section I.

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

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

Debt Proceeds 2020 Draw Note	\$ 77,592,977
Debt Proceeds 2022 Draw Note	46,478,143
Contributions from Capital Projects Fund	17,393,252
Contribution from General Fund	263,966
Contribution from Capital Reserve Fund	500,000
Contribution from Internal Service Fund	131,001
<b>TOTAL REVENUES</b>	<b>\$142,359,339</b>

- C. The following appropriations are made as listed.

Courthouse Site Enabling Construction & Renovation	\$ 132,211,360
Governmental Center Skylight & Roof Replacement	2,577,722
Contribution to Capital Reserve (Reimb for Skylight Project)	2,085,000
Artificial Turf Fields	4,401,748
Frank Liske Barn Replacement	131,001
Legal / Closing Expenses	952,508
<b>TOTAL EXPENDITURES</b>	<b>\$142,359,339</b>

<b>GRAND TOTAL – REVENUES</b>	<b>\$142,359,339</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$142,359,339</b>

## Section II.

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

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

### Section III.

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

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.



- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 21st day of July, 2020.

CABARRUS COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

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

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**July 6, 2020  
4:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Human Resources - Personnel Ordinance and Benefits Guide Updates

**BRIEF SUMMARY:**

Based on recent legal changes by the US Supreme Court, we are requesting updates to our Personnel Ordinance and Unlawful Workplace Harassment Policy to be consistent with the ruling.

Approval is also requested for a slight modification to the Heath Reimbursement Account section of our Benefits Guide.

**REQUESTED ACTION:**

Motion to approve the recommended changes.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Lundee Covington, Human Resources Director

**BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▢ Proposed Changes

## **Personnel Ordinance – Title VII Expansion**

### **Article VIII. Grievance Procedure, Discrimination, and Adverse Action Appeal**

#### **Section 3. Grievance and Adverse Action Appeal Procedure - Non-Discrimination**

A regular County employee having a problem or grievance arising out of or due to his or her employment and who does not allege discrimination because of his age, color, disability, genetic information, national origin, political affiliation, race, religion, or sex (including sexual orientation or transgender status) shall first discuss the problem or grievance with his or her supervisor. If the issue is not resolved, the employee should then follow the grievance and adverse action appeal procedure established by the County. The number of steps in this procedure will vary from a minimum of one to a maximum of three, depending upon:

-----

### **Article V. Conditions of Employment**

#### **Section 8. Unlawful Workplace Harassment Policy**

Cabarrus County is committed to ensure a work environment for all employees that is free from all forms of unlawful harassment. Harassment on the job because of age, color, disability, genetic information, national origin, political affiliation, race, religion, or sex (including sexual orientation or transgender status) will not be tolerated.

Harassment may take the form of physical or verbal conduct which may lead to, among other things, intimidation, aggression, hostility or unequal treatment. These unwelcome activities create a disruptive work environment and are inconsistent with County Policy.

Workplace harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of age, color, disability, genetic information, national origin, political affiliation, race, religion, or sex (including sexual orientation or transgender status) which has the purpose or effect of creating an intimidating, hostile, or offensive work environment or interferes with an individual's work performance or otherwise adversely affects an individual's employment opportunities. Sexual harassment includes unwelcomed verbal behavior such as comments, suggestions, jokes or derogatory remarks based upon sex; physical behavior such as inappropriate or offensive touching; visual harassment such as posting of sexually suggestive or derogatory pictures, cartoons or drawings; or sexual advances.

Unlawful harassment, including sexual harassment of an employee or client/consumer by another employee or outside party affects morale, motivation, and job performance. It is inappropriate, offensive, and illegal and shall be reported.

Harassing conduct includes, but is not limited to: epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts **or bullying behavior**. Additionally, written or graphic material which denigrates or indicates hostility or aversion toward an individual or group is prohibited from display on County property or circulation in the workplace.

Any employee who believes that he or she has experienced unlawful harassment or observed unlawful harassment in the workplace must report it immediately to his or her supervisor. If the employee is uncomfortable in discussing the matter with the supervisor, the employee shall report the incident within 10 days to the Human Resources Director or County Manager, or to the Sheriff for law enforcement employees. Supervisors who receive or are made aware of a workplace or sexual harassment complaint shall immediately notify the Human Resources Director.

All complaints will be investigated promptly, impartially and discreetly and, upon completion of the investigation, the appropriate parties will be notified of the findings. Any employee/manager who has been found to have harassed an employee will be subject to appropriate disciplinary action, up to and including dismissal. No employee will suffer retaliation for reporting, assisting, testifying, or participating in an investigation or proceeding of an unlawful workplace harassment claim.

It is expected that County employees will act responsibly to maintain a professional working environment - free of discrimination, harassment, and retaliation - allowing each employee to perform to his or her maximum potential.

## **Employee Benefits Guide**

### **Health Reimbursement Account**

#### **The current statements reads:**

Employees who are enrolled in the HDHP and Tricare, Medicare or VA Benefits are eligible to participate in the HRA.

#### **Change to read:**

Employees who are enrolled in the HDHP and Tricare, Medicare, VA Benefits **or for other extenuating circumstances as approved by the County Manager** are eligible to participate in the HRA.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 6, 2020  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Infrastructure and Asset Management - Emergency Medical Services (EMS) Headquarters Design Contract

### **BRIEF SUMMARY:**

Cabarrus County staff received seven (7) submissions from architectural firms for design services for the new Emergency Medical Services (EMS) Headquarters on April 24, 2020. The selection committee selected ADW Architects for the project. County staff has worked with ADW Architects over the past 45 days to define the services required and draft a contract for proposed services. County staff would like permission to enter a contract with ADW Architect. The contract amount is a lump sump fee of \$1,125,300 with an additional \$62,000 in estimated additional services and reimbursable expenses.

### **REQUESTED ACTION:**

Motion to suspend the Rules of Procedure.

Motion approve the contract between Cabarrus County and ADW Achitects; 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:**

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



**BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▣ EMS HQ RFQ for Design Services
- ▣ AIA B133 Contract



# Infrastructure and Asset Management

## Request for Qualifications for Cabarrus County EMS Headquarters Design

April 8, 2020

### Project Description

Cabarrus County Infrastructure and Asset Management (IAM) is soliciting responses from qualified firms licensed in North Carolina to provide design services (design, FF&E, Construction Admin) for a new EMS headquarters. Programming, limited site exploration and cost estimating have been completed on approximately a 25,000 to 30,000 square foot building.

### Qualification Package Evaluation Criteria

Qualifications packages will be evaluated on the firm's ability to meet the requirements of this RFQ. Special emphasis will be placed on the proposed team's experience and qualifications with similar operations. Please include MEP, FP, Structural, and Civil Engineering firms' information.

### Evaluation criteria are as follows:

- Firm(s) and individual experience with projects of similar scope, specifically public safety and other governmental buildings.
- Quality and timeliness of past similar projects
- Qualifications, certifications, abilities, availability and geographic location of the key individuals
- References from past projects, please provide contact names and information



# Infrastructure and Asset Management

## SOQ Requirements

Firms that are interested in providing the requested services to Cabarrus County are invited to submit a Statement of Qualifications (SOQ), in electronic format only, to Kyle Bilafer at [kdbilafer@cabarruscounty.us](mailto:kdbilafer@cabarruscounty.us)

If you have specific questions about the scope of the project questions can be emailed directly to Kyle Bilafer at [kdbilafer@cabarruscounty.us](mailto:kdbilafer@cabarruscounty.us) and answers will be posted on the Cabarrus County website.

Each firm is solely responsible for the timely delivery of its SOQ. All SOQs must be delivered by 23:00 pm local time on April 24th, 2020. No qualification packages will be accepted after this deadline. Firms accept all risk of late delivery regardless of fault.

The SOQ package should be no more than **25** pages in length.

**Please identify a contact person for questions during the RFQ process and provide contact information including telephone number, email, and postal address.**



# Infrastructure and Asset Management

## Terms and Conditions

The following terms and conditions apply to this RFQ:

1. All responses shall become the property of the County.
2. Due care and diligence has been exercised in the preparation of this RFQ and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services rests solely with those making responses. Neither the County nor its representatives shall be responsible for any error or omission in this response, nor for the failure on the part of the respondents to determine the full extent of their exposures.
3. The County reserves the right to select the vendor from the responses received; to waive any or all informalities and/or irregularities; to re-advertise with either an identical or revised scope, or to cancel any requirement in its entirety; or to reject any or all proposals received.
4. A response to this RFQ does not constitute a formal bid; therefore, the County retains the right to contact any/all proposing vendors after submittal in order to obtain supplemental information and/or clarification in either oral or written form. Furthermore, an explicit provision of this RFQ is that any oral communication made is not binding on the County's proposal process.
5. The County will not be liable for, nor pay for any costs incurred by responding vendors relating to the preparation of any proposal for this RFQ.
6. Acceptance will be defined as the County selecting you as our provider of service for the intent of negotiating a contract for services.
7. It is the intent of the County that after the successful Vendor has been selected, the County and the selected vendor will enter into contract negotiations containing all terms and conditions of the proposed service. Any acceptance of a proposal is contingent upon the execution of a written contract and the County shall not be contractually bound to any bidder prior to the execution of such written contractual agreement. The contents of the bid submitted shall become part of the contractual obligation and incorporated by reference into the ensuing contract. The contract with a successful vendor may include penalties for non-performance and failure to meet the proposal implementation schedule.

# **AIA**® Document B133™ – 2019

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

**AGREEMENT** made as of the **Tenth** day of **June** in the year **Two Thousand Twenty**  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address, and other information)

**Cabarrus County Board of Commissioners**  
**Post Office Box 707**  
**Concord, NC 28026-0707**

and the Architect:  
(Name, legal status, address, and other information)

**ADW Architects, p.a.**  
**2815 Coliseum Centre Drive**  
**Suite 500**  
**Charlotte, NC 28217**

for the following Project:  
(Name, location, and detailed description)

**New Cabarrus County EMS Headquarters**

The Construction Manager (if known):  
(Name, legal status, address, and other information)

**To Be Determined**

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

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

### ARTICLE 1 INITIAL INFORMATION

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

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

**Owner's program was completed as part of an Advance Planning Phase previously completed by ADW Architects**

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

**This project includes a +/- 31,000 s.f. one story facility to house the Cabarrus County EMS Department. Further detail of the project's physical characteristics can be found in the completed Advance Planning Phase work.**

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

*(Provide total and, if known, a line item breakdown.)*

**+/- 11,200,000 (not including mass rock excavation, currently estimated at \$1,000,000)**

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

**To Be Determined**



.2 Construction commencement date:

**To Be Determined**

.3 Substantial Completion date or dates:

**To Be Determined**

.4 Other milestone dates:

**To Be Determined**

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:  
(Indicate agreement type.)

☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:  
(List number and type of bid/procurement packages.)

**None**

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

**None**

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address, and other contact information.)

**Kyle Bilafer  
Cabarrus County  
65 Church Street SE  
Concord, NC 28205**

Init.

AIA Document B133™ – 2019. Copyright © 2014, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:34:32 ET on 06/10/2020 under Order No.7066607204 which expires on 12/06/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(1785755955)

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

**James Lentz, EMS Director**  
**31 Willowbrook Drive**  
**Concord, NC 28027**

**Justin Brines, EMS Assistant Director**  
**31 Willowbrook Drive**  
**Concord, NC 28027**

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:  
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

**Company Yet to be Determined**

- .2 Land Surveyor:

**CESI Engineering Consultants**  
**45 Spring Street SW**  
**Concord, NC 28205**

- .3 Geotechnical Engineer:

**CESI Engineering Consultants**  
**45 Spring Street SW**  
**Concord, NC 28205**

- .4 Other consultants and contractors:

**Telecommunications, Audio Visual, & CCTV, and Security System Design/Engineering,**  
**Company Yet to be Determined**

**Construction Material & Compaction Testing**  
**Company Yet to be Determined**

**Special Inspections**  
**Company Yet to be Determined**

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:  
(List name, address, and other contact information.)

**Keith Carlyon**  
**kcarlyon@adwarchitects.com**  
**ADW Architects, p.a.**  
**2815 Coliseum Centre Drive**  
**Suite 500**  
**Charlotte, NC 28217**  
**704.379.1919**

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

**Stewart Engineering**  
**101 North Tryon Street**  
**Suite 1400**  
**Charlotte, NC 28246**  
**Lance Williams, PE**

.2 Mechanical Engineer:

**Optima Engineering**  
**1927 South Tryon Street**  
**Suite 300**  
**Charlotte, NC 28203**  
**Ron Almond, PE**

.3 Electrical Engineer:

**Optima Engineering**  
**1927 South Tryon Street**  
**Suite 300**  
**Charlotte, NC 28203**  
**Ron Almond, PE**

.4 Civil Engineering & Landscape Architecture:

**Benesch**  
**2359 Perimeter Pointe Parkway**  
**Suite 350**  
**Charlotte, NC 28208**  
**Wesley Sherrill, PE**



§ 1.1.12.2 Consultants retained under Supplemental Services:

Construction Cost Estimating:

**R. M. Rutherford & Associates**  
3328 Mill Pond Road  
Charlotte, NC 28226  
Richard Rutherford

**Building Commissioning**  
**Optima Engineering**

**Early Site & Foundation Package**  
**Stewart Engineering**  
**Optima Engineering**  
**Benesch**

**Civil Engineering for Off-site**  
**Roadway & Infrastructure**  
**Improvements**  
**Benesch**

**Civil Engineering for Phase 2 Site Construction Work**  
**Benesch**

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

None

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

**AIA Document B133™ – 2019.** Copyright © 2014, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:34:32 ET on 06/10/2020 under Order No.7066607204 which expires on 12/06/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(1785755955)

Init.

/

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

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

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

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than **One Million Dollars (\$ 1,000,000.00 )** for each occurrence and **Two Million Dollars (\$ 2,000,000.00 )** in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million Dollars (\$ 1,000,000.00 )** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than **One Million Dollars (\$ 1,000,000.00 )** each accident, **One Million Dollars (\$ 1,000,000.00 )** each employee, and **One Million Dollars (\$ 1,000,000.00 )** policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than **Two Million Dollars (\$ 2,000,000.00 )** per claim and **Two Million Dollars (\$ 2,000,000.00 )** in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

Init.

AIA Document B133™ – 2019. Copyright © 2014, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:34:32 ET on 06/10/2020 under Order No. 7066607204 which expires on 12/06/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(1785755955)



§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

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

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

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### § 3.3 Schematic Design Phase Services

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

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project.

Init.



The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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

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

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

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

#### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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



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

### § 3.5 Construction Documents Phase Services

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

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

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

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

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

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

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

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to

Init.



determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Construction Manager**

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

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

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

### **§ 3.6.4 Submittals**

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

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for



conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.



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

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

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Architect, Owner, or not provided)
<i>(Rows deleted)</i>	
§ 4.1.1.1 Development of Building Information Models for post construction use	Not Provided
<i>(Rows deleted)</i>	
§ 4.1.1.2 Third Party Cost estimating	Architect
<i>(Rows deleted)</i>	
§ 4.1.1.3 As-constructed as built drawings	Not Provided (CM@RISK to provide)
<i>(Rows deleted)</i>	
§ 4.1.1.4 Telecommunications/data design	Owner
§ 4.1.1.5 CCTV/Security System Design	Owner
§ 4.1.1.6 Audio Visual Design	Owner
<i>(Row deleted)</i>	
§ 4.1.1.7 Building Commissioning	Architect
<i>(Rows deleted)</i>	
§ 4.1.1.8 Furniture design /Selection/Procurement	Architect
§ 4.1.1.9 Early Site & Foundation Package	Architect
§ 4.1.1.10 Civil Engineering for off-site roadway & infrastructure improvements	Architect
§ 4.1.1.11 Civil Engineering for Phase 2 site construction work	Architect
§ 4.1.1.12 Other Supplemental Services – See proposal letter dated June 10, 2020 for other services not included in the fee	

##### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Init.

AIA Document B133™ – 2019. Copyright © 2014, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:34:32 ET on 06/10/2020 under Order No.7066607204 which expires on 12/06/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(1785755955)



**Third Party Cost Estimating** – See Architect’s proposal letter dated June 10, 2020 for scope of services

**Building Commissioning** – See Architect’s proposal letter dated June 10, 2020 for scope of services

**Furniture Design/Selection/Procurement** – See Architect’s proposal letter dated June 10, 2020 for scope of services

**Early Site & Foundation Package** – See Architect’s proposal letter dated June 10, 2020 for scope of services

**Civil Engineering for off-site roadway & infrastructure Improvements** – See Architect’s proposal letter dated June 10, 2020 for scope of services

**Civil Engineering for Phase 2 site construction work** – See Architect’s proposal letter dated June 10, 2020 for scope of services

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

*(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.*

**Telecommunications/Data Design –**

The Design of all special systems, such as Telecom/Data, CCTV, Audio Visual, Security, etc. will be provided by the County through Venders hired directly by the County. Cabling and all equipment, cable trays, racks, etc. and all active systems will be designed, engineered and provided by Cabarrus County’s Vendors or other Consultants hired directly by Cabarrus County. ADW and our Engineering Consultants will coordinate with the County’s Vendors to provide the design for the infrastructure needed for those systems in the construction documents.

**CCTV/Security Systems Design –**

The Design of all special systems, such as Telecom/Data, CCTV, Audio Visual, Security, etc. will be provided by the County through Venders hired directly by the County. Cabling and all equipment, cable trays, racks, etc. and all active systems will be designed, engineered and provided by Cabarrus County’s Vendors or other Consultants hired directly by Cabarrus County. ADW and our Engineering Consultants will coordinate with the County’s Vendors to provide the design for the infrastructure needed for those systems in the construction documents.

**Audio Visual Design –**

The Design of all special systems, such as Telecom/Data, CCTV, Audio Visual, Security, etc. will be provided by the County through Venders hired directly by the County. Cabling and all equipment, cable trays, racks, etc. and all active systems will be designed, engineered and provided by Cabarrus County’s Vendors or other Consultants hired directly by Cabarrus County. ADW and our Engineering Consultants will coordinate with the County’s Vendors to provide the design for the infrastructure needed for those systems in the construction documents.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect’s Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

**AIA Document B133™ – 2019.** Copyright © 2014, and 2019 by The American Institute of Architects. All rights reserved. The “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:34:32 ET on 06/10/2020 under Order No.7066607204 which expires on 12/06/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

**User Notes:**

(1785755955)

Init.

/



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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

Init.



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

- .1 **TWO ( 2 )** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 **WEEKLY** visits to the site for 14 months by the Architect during construction when substantial work is being done on-site (Site visits completed as part of Early Site & Foundation package are in addition to the site visits stated here.)
- .3 **TWO ( 2 )** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **TWO ( 2 )** inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the Services covered by this Agreement have not been completed within **thirty- one ( 31 )** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

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

Init.

AIA Document B133™ – 2019. Copyright © 2014, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:34:32 ET on 06/10/2020 under Order No.7066607204 which expires on 12/06/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(1785755955)



§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

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

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

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

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

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

Init.

AIA Document B133™ – 2019. Copyright © 2014, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:34:32 ET on 06/10/2020 under Order No.7066607204 which expires on 12/06/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(1785755955)



§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

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

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

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

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section

Init.



1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding



dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ [ X ] Arbitration pursuant to Section 8.3 of this Agreement

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

Init.



§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

**Mutually agreeable lump sum amount**

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

**Mutually agreeable lump sum amount**

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

Init.



## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

Init.



## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Paragraphs deleted)  
of \$980,000

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Third Party Cost Estimating –	\$ 17,300
Building Commissioning -	\$ 32,500
Furniture Design/Selection/Procurement -	\$ 45,000
Early Site & Foundation Package –	\$ 35,200
Civil Engineering for off-site roadway & infrastructure improvements –	Hourly up to \$42,000
Civil Engineering for Phase 2 site construction work -	\$15,300
Reimbursables -	\$20,000 (Estimate)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly or mutually agreed upon lump sum

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus **Zero** percent ( **0** %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	15	percent (	<b>fifteen</b>	%)
Design Development Phase	25	percent (	<b>twenty-five</b>	%)
Construction Documents Phase	35	percent (	<b>thirty-five</b>	%)
Construction Phase	25	percent (	<b>twenty-five</b>	%)
(Row deleted)				
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

Init.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category	Rate (\$0.00)
----------------------	---------------

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraph deleted)

- .1 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents;
- .4 Postage, handling, and delivery;
- .5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .7 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

(Paragraphs deleted)

- .8 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ( \$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

Init.



**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **thirty ( 30 )** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

%

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1** AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

- .2** Exhibits:

*(Paragraphs deleted)*

**[X]**

Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

**Exhibit A – Hourly Rates**

**Exhibit B – Schedule of Reimbursable In-House Printing Rates**

*(Paragraph deleted)*



.4 Other documents:

**Architects Fee Proposal Letter Dated June 10, 2020**

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

  
\_\_\_\_\_  
**ARCHITECT** *(Signature)*

**Jim Powell, Managing Principal**

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

Init.

<b>EXHIBIT A</b>	
<b>Cabarrus County EMS Headquarters</b>	
<b>Hourly Rates</b>	
<b>ADW Architects, PA</b>	
<i>Job Classification</i>	<i>Hourly Rate</i>
Managing Principal	\$175
Senior Principal/Project Manager	\$165
Project Architect	\$135
Project Architect Assistant	\$105
Director of Design	\$135
Interior Designer	\$110
Construction Contract Administrator	\$135
<b>Benesch - Site/Civil Engineering</b>	
<i>Job Classification</i>	<i>Hourly Rate</i>
Senior Project Manager	\$162
Project Principal	\$180
Landscape Architect/Project Manager 1	\$121
Senior Designer	\$106
Senior Landscape Designer	\$105
<b>Optima Engineering</b>	
<i>Job Classification</i>	<i>Hourly Rate</i>
Partners	\$200
Managing Principal	\$185
Senior Engineers	\$165
Project Managers	\$155
Engineers	\$145
Senior Designers	\$125
Designers	\$115
Administration	\$75
<b>Stewart, Inc. - Structural Engineering</b>	
<i>Job Classification</i>	<i>Hourly Rate</i>
Structural Administrative Assistant	\$60
Construction Administrator I	\$90
Construction Administrator II	\$110
Structural BIM Designer II	\$95
Structural BIM Designer III	\$110
Structural Engineering Intern	\$100
Structural Project Engineer I	\$120
Structural Project Manager	\$150
Principal in Charge	\$185

**Exhibit B**

**Schedule of  
Reimbursable Printing Expenses**

<u>Black &amp; White Print Size</u>	<u>Cost per Sheet</u>
8 1/2 x 11	\$0.16
12 x 18	\$0.60
15 x 21	\$0.55
18 x 24	\$0.75
24 x 36	\$1.50
30 x 42	\$2.20
36 x 48	\$2.75
Reproducible	\$4.50
<u>Color Print Size</u>	<u>Cost per Sheet</u>
8 1/2 x 11	\$0.50
12 x 18	\$0.75
15 x 21	\$30.00
18 x 24	\$37.00
24 x 36	\$60.00
30 x 42	\$105.00
36 x 48	\$120.00
<u>Specification Manuals</u>	<u>Per No. of Pages</u>
1 - 200 pages	\$40.00
201 - 300 pages	\$50.00
301 - 400 pages	\$55.00
401 - 500 pages	\$65.00
501 - 600 pages	\$70.00

June 10, 2020

Kyle Bilafer  
Area Manager of Operations  
County Manager's Office  
Cabarrus County, NC

Re: Cabarrus County EMS Headquarters  
Architectural & Engineering Services Revised Proposal

Dear Kyle;

ADW Architects is pleased to provide you this revised proposal to provide Architectural and Engineering Services for your new EMS Headquarters Facility. We will provide Architectural and Engineering Basic Services as per the American Institute of Architects Standard Form of Agreement Between Owner and Architect B133-2019 (Construction Manager as Constructor Edition).

Our Basic Services Lump Sum Fee for this project, including all Phases of work, would be \$980,000 for Architectural Services, Site/Civil Engineering, Landscape Architecture, Structural Engineering, Mechanical Engineering, Electrical Engineering, Plumbing Engineering and Fire Protection Design Services.

Our Basic Services Fee would be apportioned as follows;

Architectural Services	\$ 690,000
Site/Civil Engineering & Landscape Architecture	\$ 90,500
Structural Engineering	\$ 52,000
MEP Engineering & FP/FA Design Services	\$ 147,500

There are Additional Services that are not included in a typical Basic Services Contract that we believe will be needed for this project. Those Services and corresponding Fees would be as follows;

Third Party Cost Estimating	\$ 17,300
R.M Rutherford & Associates (includes estimates at schematic design, design development and construction documents. Also includes cost reconciliation with CM@Risk. See enclosed proposal)	

Building Commissioning	\$ 32,500
Optima Engineering (see enclosed proposal for scope of services)	

Furniture Design/Selection/Procurement	\$ 45,000
ADW Architects (see enclosed furniture services scope of work and time estimate)	



Early Site & Foundation Package \$ 35,200

ADW and our Engineering Consultants will provide permitting and construction documents for an early site and foundation construction package. Services will include early design, design development & construction documents for site and foundation work. A separate set of permitting documents will be provided and submitted to the appropriate agencies. Bidding and construction administration services for this work are included in this fee. The fee breakout is as follows;

*Architectural - \$ 14,000*

*Site/Civil - \$ 9,700*

*Structural - \$ 7,500*

*MEP - \$ 4,000*

Civil Engineering for Off-Site Roadway & Infrastructure Improvements \$ hourly up to a maximum amount of \$42,000

Includes the design, permitting and construction Administration of roadway improvements (curb and gutter, sidewalk and storm drainage) along both Cabarrus Ave. and Union Cemetery as well as the directional left turn lanes required by NCDOT on Cabarrus Ave. The off-site fee also includes the design, permitting and construction administration of public water and sewer services beyond the property line. The City of Concord considers these services to be "public" while the on-site lines are considered "private". Separate Permits are required for both the public and private sections. The City also requires plan & profile drawings of these services. They require as-built drawings and as-built certifications from the civil engineer.

Civil Engineering for Phase 2 Site Construction Work \$ 15,300

Includes additional grading and erosion control design, permitting and construction administration of the phase 2 portion of the site.

*Schematic Design - \$4,000*

*Design Development - 4,200*

*Construction Documents - \$4,800*

*Bidding/Permitting - \$900*

*Construction Administration - \$1,400*



The following expenses would be considered reimbursable and are not part of our Fee.

- A. Drawing printing
- B. Project Manual Printing (Specifications)
- C. Postage and Handling of Permitting and Bid Documents only
- D. Newspaper Ads for Bidding
- E. Mounting, foam core, etc. for Owner requested presentation drawings
- F. FedEx or rush delivery
- G. Regulatory application fees, filing fees and review fees  
(construction permit fees, utility tap fees, inspection fees, etc. are not included as they are typically paid for by the CM@Risk)

An estimate of reimbursable expenses is as follows;

Items A through F - \$ 10,000

Item G - \$ 10,000

Expenses for meals and mileage associated with the project have been included in the Fee.

**Therefore, our total Fee proposal is as follows;**

<b>Basic Services Lump Sum</b>	<b>\$ 980,000</b>
<b><u>Additional Services Lump Sum</u></b>	<b><u>\$ 145,300</u></b>
<b>Total Lump Sum Fee</b>	<b>\$ 1,125,300</b>
<b>Additional Services Hourly</b>	<b>\$ 42,000 (maximum)</b>
<b>Reimbursables</b>	<b>\$ 20,000 (estimate)</b>

Because of our experience completing these types of highly complex, systems intensive Emergency Services facilities for other Governmental entities, we believe this Fee is commensurate with the Professional Services that are needed to provide a successful project.

This Fee is based on the following Project Scope;

- 1- This Proposal is based on the Advance Planning work previously completed for this project.
- 2- This Fee is based on the design of a new Phase one +/- 31,000 square foot EMS Headquarters and EMS Station, along with associated site improvements and a construction cost of up to +/- \$11,200,000, not including mass rock excavation.
- 3- This fee includes working through design options related to the mass rock present on-site.
- 4- This fee includes, as an Additional Service, an Early Site and Foundation Package. No other early packages have been included in the fee.
- 5- This Fee is based on using the CM@Risk project delivery method. We will work collaboratively with the County and CM@Risk. Tasks include meetings with the CM@Risk to review project progress, constructability reviews with CM@Risk, etc. As per Article 6 of the AIA B133 Contract, changes to the contract documents will be provided with-in the Basic Services Fee through the completion of the Design Development Phase of the project.

If, after completion of the CM@Risk's Design Development cost estimate, changes to the contract documents are required, those changes would be implemented in the construction documents phase. As an Additional Service and additional Fee, we will make any required revisions to the drawings, specifications or other project documents necessitated by the Construction Manager's subsequent cost estimates or the Guaranteed Maximum Price proposal that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

- 6- This Fee includes implementation of some basic Sustainable Design Principles, but not LEED Certification Design Services.
- 7- This Fee is based on a 14 month construction duration. (the Construction Administration time needed for the early site and foundation package work is included in the Early Site Package fee) This Fee includes the following Construction Contract Administration site visits for the 14 month construction duration;
  - Architectural – Weekly site visits when substantial work is being done on-site. These visits will include written reports with photographs of job progress.
  - Site/Civil Engineering & LA – up to 14 site visits. These visits will include written reports.
  - Structural Engineering – up to 14 site visits. These visits will include written reports.
  - MEP Engineering- up to 28 site visits. These visits will include written reports.

If the construction duration exceeds 14 months, we can provide Construction Contract Administration Site Visits as Additional Services on an hourly basis, per site visit basis, or a mutually agreed upon lump sum fee.
- 8- The Design of all special systems, such as Telecom/Data, CCTV, Audio Visual, Security, etc. will be provided by the County through Vendors hired directly by the County. Cabling and all equipment, cable trays, racks, etc. and all active systems will be designed, engineered and provided by Cabarrus County's Vendors or other Consultants hired directly by Cabarrus County. ADW and our Engineering Consultants will coordinate with the County's Vendors to provide the design for the infrastructure needed for those systems in the construction documents.
- 9- This Fee includes meeting with the Board of Commissioners to review the progress of the design. This Fee also includes all project team meetings needed throughout the Design Phases of the project.
- 10- BIM (Building Information Modeling) software program Revit may be used by ADW on this project. If used, the level will be LOD 300.

The following Services are not included in our Fee, as they are typically provided by the Owner;

- ❖ Telecommunications, Audio Visual, CCTV and Security Systems Design/Engineering
- ❖ Site Surveying
- ❖ Geotechnical Engineering
- ❖ Independent Construction Materials & Compaction Testing
- ❖ Special Inspections



Please note that the Design Team will need many of the Owner provided Consultants and Vendors to begin their work early in the Design Phases of the project. Much of their work must be integrated into the design of the facility during the Design Development and Construction Document Phases.

The following Services are also not included in our Fee;

- All work related to early construction packages other than Early Site & Foundation
- Construction Administration services beyond a 14 month construction duration.
- Life-cycle cost analysis studies (LCCA) and energy modeling
- LEED design services, green globes design services, registration/review fees, etc.
- Energy measurement and verification plans
- Post occupancy collection of energy data
- Post occupancy energy model calibrations or evaluation of energy consumption
- All work related to off-site permanent and temporary easements or rights-of-way
- All work related to off-site improvements such as road widening, curb and gutter along road frontage, turning lanes, utilities extensions to site, etc. *(other than items noted above in hourly additional services)*
- Environmental Assessments/Engineering and Impact Statements
- Flood Studies & Wetlands Study/Permitting
- Sewer Pump Station design
- Traffic Impact Analysis or other Traffic Studies
- Traffic Signal Design
- All work related to any Rezoning, Conditional use or other similar requirements

Our Consultants would be as follows;

Site/Civil Engineering & Landscape Architecture

Benesch  
2359 Perimeter Pointe Parkway, Suite 350  
Charlotte, NC 28208

Structural Engineering

STEWART  
200 S. College St., Suite 720  
Charlotte, N.C. 28202

Mechanical, Electrical, Plumbing & FP Engineering

Optima Engineering  
1927 S. Tryon St., Suite 300  
Charlotte, N.C. 28203

Kyle, we appreciate the opportunity to provide this revised proposal. If you have any questions or concerns, please do not hesitate to contact us. We look forward to starting this Project.

Sincerely,  
**ADW Architects**



Jim Powell, AIA  
Managing Principal  
2815 Coliseum Centre Drive, Suite 500  
Charlotte, NC 28217  
jpowell@adwarchitects.com



Keith Carlyon, AIA, LEED AP  
Senior Principal  
2815 Coliseum Centre Drive, Suite 500  
Charlotte, NC 28217  
kcarlyon@adwarchitects.com

RICHARD M. RUTHERFORD  
PRECONSTRUCTION MANAGEMENT

May 28, 2020

Mr. Keith Carlyon, AIA  
ADW Architects, P.A.  
2815 Coliseum Centre Drive  
Suite 500  
Charlotte, NC 28217

Re: Cabarrus County EMS Headquarters

Dear Keith,

I appreciate the opportunity to present this proposal for estimating services for the above referenced project. R.M. Rutherford & Associates, Inc. will provide ADW Architects, P.A. draft and final estimates for the following phases for the fees as shown below.

Schematic Design	-	\$3,700.
Design Development	-	\$5,900.
Construction Document	-	\$7,700.

The estimates will be presented in CSI format for your review. The proposed fees include all costs associated with the development of the estimates, review with ADW Architects, and any revisions resulting from the review with your office. Fees also include CMAR reconciliation.

Additional work will be billed at the hourly rate of \$125. /HR. Reimbursable expenses such as travel beyond Charlotte, NC overnight deliveries, and drawing reproduction will be billed at actual costs.

Again, thank you for the opportunity to present this proposal to you. Should you have any questions or comments please feel free to call. I look forward to hearing from you.

Sincerely,

  
Richard M. Rutherford

3328 MILL POND ROAD  
CHARLOTTE, NC 28226

PHONE 704-556-9725  
RRUTHERFORD@RMRASSOC.COM





May 29, 2020

**ADW Architects**  
101 W. Worthington Ave  
Suite 270  
Charlotte, NC 28203

Attn: **Jim Powell**

Reference: **Cabarrus County EMS Headquarters –  
Commissioning Services**

**Jim,**

This proposal is to provide commissioning services for the proposed Cabarrus County EMS Headquarters. Note: Commissioning services will be provided by a certified commissioning agent independent of the MEP design team.

Basic commissioning (Cx) Services to be rendered by Optima Engineering will include the following: Develop a commissioning plan based on the final construction documents and contract documents.

- Commissioning Specification
- Provide pre-functional and functional test scripts.
- Provide and document commissioning of all Mechanical and Electrical systems.

The systems to be commissioned include all mechanical and electrical systems and components associated with the facility. The general scope of services and sequence of events is proposed to be as follows:

Pre-Construction Phase:

1. Provide a commissioning specification to be included in your bid package.
2. Review MEP design documents at DD, 50% CD and 90% CD and provide review comments for the design team's consideration.
3. Develop pre-functional test scripts for completion by the installing contractors.

---

1927 S. Tryon Street, Suite 300  
Charlotte, NC 28203  
(704) 338-1292

150 Fayetteville Street, Suite 520  
Raleigh, NC 27601  
(919) 926-2200

4. Meet with General Contractor and any sub-contractors prior to construction to establish construction procedures and documentation required during construction.
5. Develop a Commissioning Plan and sequence of events in conjunction with the Construction Schedule

#### Construction Phase:

1. Attend monthly construction meetings.
2. Perform site observations monthly during construction to monitor construction progress and document compliance with design documents.
3. Develop functional test scripts for system and equipment testing.
4. Witness start-up activities for all HVAC and Electrical equipment.
5. Verify performance of all equipment and systems. We will test all equipment as a standalone item and then retest the components as a system. All labor and equipment for such testing shall be the responsibility of the sub contractor, i.e. load banks, fuel and energy costs, air/water balancing, labor for performing the tests, etc. These will be well documented before hand so that each subcontractor will be aware of their responsibility.
6. Functional performance test of the completed systems including controls and graphic point interface.
7. Ensure that all owner-training is performed per the contract documents and is adequate and documented.

#### Post Occupancy Phase

1. Verify that owner receives all pertinent close-out documentation from all sub contractors as well as "as-built" drawings.
2. Turn over to the owner a full report of the commissioning process. This will include narratives of all systems and recommendations for subsequent testing, maintenance, and preventative maintenance.

All visits and performance testing will be documented. We will provide detailed performance tests which will be distributed to all pertinent sub contractors prior to the completion of their systems, so that they will know what to expect.

All as-built drawings will be made by the design team with input from the contractors. We will only ensure that such documents will be made and that adequate records are kept during construction.

All commissioning items are assumed to be done during normal business hours. Any requirements for after hours testing or weekend testing may require additional compensation.

The commissioning process **includes** the following systems:

1. Electrical (both normal and emergency power)
2. Fire Alarm Systems
3. Mechanical systems, including controls
4. Fire protection (Fire Pump and alarms)
5. One retesting of any system(s) which do not perform adequately at the first test. If additional tests are required beyond the second retesting, Optima Engineering shall be compensated by the contractor responsible for such system failure and subsequent retesting. Compensation for subsequent testing will be the rate of \$150.00 per hour and will be agreed upon by all parties involved prior to completion of the testing.

The commissioning process does **NOT include** the following items:

1. Telecommunications systems
2. As-built drawing drafting
3. Connection of any owner furnished equipment not shown on the construction documents.
4. Acoustical analysis
5. Video taping of any training sessions
6. Normal design services which should be provided by the design team
7. Construction cost analysis
8. Construction Administration services normally provided by the design team or the Construction Manager, such as change order evaluation, RFI's, or coordination issues.
9. Security, sound and other low voltage systems

Compensation for the above outlined Design Services shall be on a fixed fee basis as follows:

**Commissioning Services.....\$32,500.00**

Our liability insurance underwriter requires that we have a written contract for all projects. The terms and conditions of this proposal along with the applicable terms and conditions of the Standard Form of Agreement between Architect and Engineer, AIA document C141 will be considered a contract upon acceptance. For your information, our liability insurance is underwritten by Beazley with a Professional Liability of \$2,000,000.00. Proof of insurance coverage can be provided to you upon request.

Please call if you have any questions. Thank you once again for the opportunity to work with you.

---

1927 S. Tryon Street, Suite 300  
Charlotte, NC 28203  
(704) 338-1292

150 Fayetteville Street, Suite 520  
Raleigh, NC 27601  
(919) 926-2200

Sincerely,



**Ronald V. Almond, P.E.**  
Optima Engineering

Terms and Conditions Accepted – Please email to: [ralmond@optimapa.com](mailto:ralmond@optimapa.com)

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

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

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

---

1927 S. Tryon Street, Suite 300  
Charlotte, NC 28203  
(704) 338-1292

150 Fayetteville Street, Suite 520  
Raleigh, NC 27601  
(919) 926-2200

DATE: **28-MAY-20** PROJECT: **CABARRUS Co. EMS** PROJ. No. : **18055**

START DATE: **TBD** DEADLINE: **TBD** START CONST. **TBD**

INTERIOR PHASES:

SCHEMATIC / DESIGN DEVELOPMENT CONSTRUCTION DOCUMENTS CONST. ADMIN.

**INTERIOR FURNITURE SERVICES**

**SCHEMATIC / DESIGN DEVELOPMENT**

1	INITIAL IN-HOUSE MEETING TO DETERMINE DIRECTION/ REVIEW SCHEDULE, BUDGET, CONTACTS, ETC.		4
2	INITIAL OWNER KICK OFF MEETING FOR INTRODUCTIONS, GENERAL PROGRAMMING/ REVIEW SCHEDULE & BUDGET, APPROVALS, PROGRESS DISCRIPTION, ROLES ETC.		8
3	REVIEW & REFINE FURNITURE PLAN FOR OWNER APPROVAL		10
4	DEVELOP FURNITURE BUDGET		10
5	CUSTOMIZE FURNITURE PACKAGE W/ PROJECT NAME, NUMBER, DATES		5
6	LABEL FURNITURE PLAN WITH CODES COORDINATED TO WRITTEN SPECS		20
7	PULL BLDG FINISHES TO USE FOR FURN. FINISHES COORDINATION		5
8	RESEARCH PRODUCT & MANUFACTURERS		10
9	PRELIMINARY FURNITURE SPEC PACKAGE		40
10	FINAL PRELIMINARY PRESENTATION TO OWNER FOR DIRECTION, INITIAL APPROVAL		8
	SUB-TOTAL		120

**CONSTRUCTION DOCUMENTS**

1	UPDATE & COORDINATE FURNITURE PLAN AND FURNITURE SPECIFICATION FROM PRELIMINARY PRESENTATION COMMENTS		20
2	COORDINATE AND SELECT ALL FURNITURE FINISHES AND SEND TO OWNER FOR APPROVAL		30
3	INTERNAL REVIEW AND COORDINATION OF SPECS & FURNITURE PLANS		20
4	50% PRESENTATION TO OWNER FOR DIRECTION, COMMENTS & APPROVAL		20
5	ACCURACY CONFIRMATION AND REVIEW ALL PRODUCTS & SPEC WITH MANUFACTURER REPS		20
6	SPECIFICATION FROM MAUFACTURER REPS COMMENTS		10



DATE: **28-MAY-20** PROJECT: **CABARRUS CO. EMS** PROJ. No. : **18055**

START DATE: **TBD** DEADLINE: **TBD** START CONST. **TBD**

5	DEVELOP COVER SHEET AND INSTRUCTIONAL INFO FOR FURN. PACKAGE		10
6	80% REVIEW AND COORDINATION OF SPECS & FURNITURE PLANS		30
7	BUILD ELECTRONIC IMAGE BOARD SHOWING COORDINATION OF BLDG FINISHES AND FURN. FINISHES		15
8	80% PRESENTATION TO OWNER FOR DIRECTION, COMMENTS TO PRODUCE FINAL 100% DOCUMENTS FOR APPROVAL		8
9	REVISIONS FROM CLIENT 80% REVIEW		20
10	COORDINATION WITH PURCHASING DEPT.		15
11	QUESTIONS & ADDENDUMS		10
12	REVIEW OF BIDS & RECOMMENDATION		5
13	FACILITATE CONTRACT / SIGNING		5
	SUB-TOTAL		238
	<b>FURNITURE PRODUCTION</b>		
1	MONITOR ACKNOWLEDGEMENT DATES & TRACK PRODUCTION		10
2	COORDINATE WITH GC INSTALLATION SCHEDULE		8
3	ADJUST & REVISE INSTALLATION SCHEDULE		8
4	UPDATE / COMMUNICATE TO OWNER, INHOUSE & GC		8
	SUB-TOTAL		34
	<b>CONSTRUCTION ADMINISTRATION</b>		
1	COORDINATE & MONITOR INSTALLATION THROUGH COMPLETION		10
1	OVERSEE IMPLEMENTATION OF DAMAGED OR INCORRECT PRODUCT NOTED IN PUNCH LIST THROUGH OWNERS APPROVAL.		16
	SUB-TOTAL		26
	<b>TOTAL ESTIMATED HOURS:</b>		<b>418</b>

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**July 6, 2020  
4:00 PM**

---

#### **AGENDA CATEGORY:**

Discussion Items for Action

#### **SUBJECT:**

Infrastructure and Asset Management - Infrastructure and Asset Management Operations Center Renovations Bid Award

#### **BRIEF SUMMARY:**

Sealed bids were solicited for the Infrastructure and Asset Management Operations Center Renovations Project and were received on June 18, 2020. Staff and the contracted design architectural firm have reviewed the bids and has a bid award recommendation. The winning bid is within the capital funding that is currently in place.

In order to start construction immediately staff requests award approval at the work session so a notice to proceed can be provided to the selected contractor.

#### **REQUESTED ACTION:**

Motion to suspend the Rules of Procedure in order to take action due to time constraints.

Motion to approve the bid award and authorize the County Manager to execute the contract between Cabarrus County and the awarded contractor, subject to revision by the County Attorney.

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

10 Minutes

#### **SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

#### **BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▣ Invitation to Bid
- ▣ Certified Bid Tabulation
- ▣ Winning Bid

## INVITATION TO BID

---

**Project:** Cabarrus County Operations Center Renovations

**Location:** 484 Cabarrus Avenue W, Concord, NC

**Owner:** Cabarrus County

**Bid Date:** Thursday June 18, 2020

**Bid Time:** 3:00PM

**Bid Location:** Cabarrus County Government Center at 65 Church Street, Concord, NC (*See “Bid Opening” below for important information*)

**Pre-Bid Date:** Thursday June 11, 2020

**Pre-Bid Time:** 2:30PM

**Pre-Bid Location:** 484 Cabarrus Avenue W, Concord, NC

**Pre-Bid Meeting:** The pre-bid meeting will be held at the date and time indicated above. Attendance is not mandatory but is strongly encouraged for all bidders.

**Bid Opening:** Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed proposals will be received at the date and time indicated above. Bids are to be delivered electronically to the attention of Kyle Bilafer [KDBilafer@cabarruscounty.us](mailto:KDBilafer@cabarruscounty.us). Due to COVID-19 restrictions, the Bid Opening will not be open to the public. Virtual attendance via video or teleconference will be available with pre-registration. Please RSVP to [KDBilafer@cabarruscounty.us](mailto:KDBilafer@cabarruscounty.us) prior to Wednesday, June 17<sup>th</sup> at noon in order to receive an invite to the Bid Opening.

**Additional Information for Bidders:**

1. All bidders are notified that the provisions of NCGS 143-128, including guidelines for minority business enterprise participation shall be observed in letting and executing the work.
2. Bidders are also notified that they must be properly licensed under the state laws governing their respective trades and that applicable provisions of Chapter 87 of the General Statutes of the State of North Carolina shall be observed in the receiving of bids and awarding of contracts for the work.
3. The Owner reserves the right to reject any and/or all bids, to waive informalities, and to award the contract to other than the low bidder should it be deemed in the Owner's best interest.
4. No bids may be withdrawn for a period of 30 days after receipt of bids.

**Bid Security:** Bid security in the amount of 5% of the bid amount shall be submitted with each bid. A Performance Bond and separate Labor and Material Payment Bond, each in the full amount of the contract shall be submitted prior to executing the work.

**Bidding Documents:** Electronic Bidding Documents for this project can be obtained by contacting the Architect, Steven Wallace at [swallace@morrisberg.com](mailto:swallace@morrisberg.com) after June 1, 2020. ***Online access will be provided to prime bidders only.***

**Questions:** Any questions relating to the Bidding Documents shall be in writing and directed to the architect by sending them electronically to [swallace@morrisberg.com](mailto:swallace@morrisberg.com) with the subject of Cabarrus County Operations Center Renovations - Bidding.



# CABARRUS COUNTY OPERATIONS CENTER RENOVATIONS

## BID OPENING RESULTS

Single Prime General Construction Contract

**BID DATE:** June 18, 2020

**TIME:** 3:00 PM

	H.M. Kern Corporation	Edison Foard, Inc	J.M. cope, Inc.	Quinn Sales, Inc.	Hostetter and Son Construction, Inc.	G.W. Liles Construction Co., Inc.	LaFave's Construction Company, Inc.	Ike's Construction, Inc.	Southside Constructors, Inc.
<b>BIDDER</b>									
LICENSE NO.	8542	1685	71908	6736	76902	26158	29071	8037	45931
MBE DOCS.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
BOND INCL.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
ADDENDA	1, 2 & 3	1, 2 & 3	1, 2 & 3	1, 2 & 3	1, 2 & 3	1, 2 & 3	1, 2 & 3	1, 2 & 3	1, 2 & 3
MECHANICAL SUBCONTRACTOR	G & S Heating	G & S Heating	Perrigo Heating & A/C	STR Mechanical	STR Mechanical	G & S Energy	STR Mechanical	G & S Heating	Perrigo Heating
PLUMBING SUBCONTRACTOR	Ben Hendley	Ben Hendley	Kannapolis Service Co.	Ferguson Plumbing	The Boswell Group	Ben Hendley	Ben Hendley	Yadkin River Plumbing	Kannapolis Service Co.
ELECTRICAL SUBCONTRACTOR	Altype	Multi-Electrical Services	Multi-Electrical Services	Patterson Electric	Multi-Electrical Services	Multi-Electrical Services	Hinson	Multi-Electrical Services	Multi-Electrical Services
<b>BASE BID</b>	<b>\$1,228,000</b>	<b>\$1,076,800</b>	<b>\$1,067,000</b>	<b>\$1,084,000</b>	<b>\$1,347,910</b>	<b>\$1,199,000</b>	<b>\$1,049,300</b>	<b>\$1,067,000</b>	<b>\$1,151,700</b>
ALT. #1 (Roof Replacement)	\$61,000	\$58,000	\$58,898	\$85,266	\$65,000	\$58,000	\$61,552	\$60,900	\$74,700
ALT. #2 (Ductwork in Shops)	\$19,500	\$19,000	\$10,426	\$24,738	\$38,605	\$19,000	\$27,066	\$19,800	\$22,000
ALT. #3 (LCN Door Closers)	No Cost Change	No Cost Change	\$110	\$0	\$0	\$0	\$0	\$0	\$0
ALT. #4 (Marks USA Locksets)	No Cost Change	No Cost Change	\$1,210	\$0	\$0	\$0	\$0	\$0	\$2,000
ALT #5 (Pave Gravel Area)	\$45,000	\$36,000	\$43,884	\$39,900	\$66,000	\$45,000	\$43,577	\$42,000	\$51,000
ALT #6 (Security Fence)	\$26,000	\$25,000	\$24,641	\$23,250	\$29,880	\$18,000	\$19,096	\$26,200	\$26,000
<b>Total w/ Alternates</b>	<b>\$1,379,500</b>	<b>\$1,214,800</b>	<b>\$1,206,169</b>	<b>\$1,257,154</b>	<b>\$1,547,395</b>	<b>\$1,339,000</b>	<b>\$1,200,591</b>	<b>\$1,215,900</b>	<b>\$1,327,400</b>

All Alternates are "adds" unless noted as "( - )"

I hereby certify that to the best of my knowledge the information included in this bid tabulation is accurate and complete.

\_\_\_\_\_  
Steven J. Wallace, AIA LEED AP



**SECTION 003000 - GENERAL CONTRACT BID FORM** (Revised June 11, 2020)

**PROJECT: Cabarrus County Operation Center Renovations**  
Concord, North Carolina

**BIDDER:** LaFave's Construction Company, Inc.

**BID DATE:** 6/18/2020

**TO:** Cabarrus County

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the Work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with Cabarrus County in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction work at the **Cabarrus County Operations Center Renovations, Concord, N.C.** in full and complete accordance with the Plans, Specifications and Contract Documents, to the full and entire satisfaction of Cabarrus County and the Architect, (Morris-Berg Architects, Inc.) with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

**Base Bid: Lump sum price for the entire work, completed in accordance with the Contract Documents:**

One million, forty-nine thousand, three hundred & 00/100 DOLLARS (\$ 1,049,300.00 )

The following subcontractors are proposed for this project. The Bidder acknowledges that acceptance of proposed subcontractors for portions of work indicated below is subject to stipulation contained within the General Conditions;

Mechanical Subcontractor (Name and License Number) STR Mechanical #11113

Plumbing Subcontractor (Name and License Number) Ben Hendley Inc. #09434

Electrical Subcontractor (Name and License Number) Hinson Electrical Contractors of Kannapolis #4237U

**ALLOWANCES:**

The following allowances (in dollars or quantities) are included in the above Base Bid and are further defined in Specifications DIVISION 1 – GENERAL REQUIREMENTS, Section 012100 “Allowances”:

<u>Allowance No.</u>	<u>Description</u>	<u>Amount</u>
1	General Contingency Allowance	\$10,000.00
2	Hardware Allowance	\$3,000.00

**ALTERNATES:**

The undersigned further agrees to perform alternative work as described in section 012300 for the sums stated below resulting in additions to or deductions from the base bid stated above. Additions and deductions shall include any modifications of the Work or additional work that may be reasonably included as part of the alternative work. All alternative work is to be completed within the same timeframe as the base bid work. All alternates must be filled out. A zero after any alternate indicates no cost change to include that alternate. No bid after any alternate indicates that your company is not bidding the alternate. The Owner will have **120** days to decide on which alternates will be selected and made part of the original contract or added by change order, and the Contractor agrees to hold all prices for that duration of time after the bid. The undersigned acknowledges that failure to complete all information requested in this section may result in the rejection of this proposal.

<u>Alt. No.</u>	<u>Description</u>	<u>Add</u>	<u>Deduct</u>	<u>Amount</u>
1	Provide a complete price to replace the existing roof as shown and described on Drawing A300.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$61,552.00
2	Provide a complete price to furnish and install ductwork shown in Sign Shop 200, Building Maintenance Shop 201, Key Room 202, Tool Room 203, and Future 204	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$27,066.00
3	Provide complete price to furnish and install LCN Door Closers in lieu of other approved closers specified in Division 8 Section "Door Hardware."	<input type="checkbox"/>	<input type="checkbox"/>	0.00
4	Furnish and install Marks USA "Survivor Series" locksets in lieu of other approved locksets specified in Division 8 Section "Door Hardware."	<input type="checkbox"/>	<input type="checkbox"/>	0.00
5	Provide a complete price to pave the area shown as gravel parking.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$43,577.00
6	Provide and install "Proposed 8ft. Security Fence" shown and described on Drawing C4-0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$19,096.00

**UNIT PRICES:**

The following unit prices shall be used for adjustments in the contract price at the Owner's discretion. Items and quantities shown on drawings are to be included in the Base Bid and shall be used as the basis for establishing these unit prices. Refer to DIVISION 1 – GENERAL REQUIREMENTS, Section 012200 "Unit Prices".

<b>Item</b>	<b>Price/Unit</b>	<b>Quantity in Base Bid</b>
UP-1    Horn/Strobe Device	<u>495.00</u> per device	indicated on drawings
UP-2    Import, Place and Compact Offsite Structural Fill Material	<u>38.50</u> per c.y.	zero

The undersigned understands that time is of the essence and agrees to the Contract Time and Liquidated Damages as specified herein, in the AIA Document A101 Owner/Contractor Agreement as amended by the Owner and in AIA Document A201, General Conditions of the Contract for Construction, 2007 Edition, as amended by the Owner.

Accompanying this proposal are the following items:

- Bid Security in the amount of 5% of the Contract Sum as required by North Carolina General Statute.
- Required MBE Documentation

The undersigned further agrees that this proposal shall be valid for a period of ninety (90) days from the date of receipt of the bids and that if this proposal is accepted by the Owner within this period, the Bidder will execute the Owner/Contractor Agreement form AIA A101-2007 "Standard Form of Agreement Between Owner and Contractor" and provide surety bonds as described in the General Conditions of the Contract and meet the requirements of the North Carolina General Statutes.

The undersigned further agrees to begin the Work promptly upon receipt of Notice to Proceed and to pursue the Work with an adequate work force to complete the Work within **One Hundred Twenty-Three (123)** consecutive calendar days from the issuance of the written Notice to Proceed anticipated on **July 8, 2020**. In accordance to AIA Document A201 General Conditions § 8.3.5, the undersigned shall be liable for and pay to the Owner the sum of **\$500.00** per calendar day as Liquidated Damages and not as a penalty, for each additional calendar day required to achieve Substantial Completion beyond the time period stated herein.

The undersigned certifies that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid.

The undersigned acknowledges receipt of the following addenda, which will be considered as part of the Contract Documents:

Addendum No. <u>1</u> Dated <u>6/10/2020</u>	Addendum No. _____ Dated _____
Addendum No. <u>2</u> Dated <u>6/12/2020</u>	Addendum No. _____ Dated _____
Addendum No. <u>3</u> Dated <u>6/16/2020</u>	Addendum No. _____ Dated _____

Name of Bidder: LaFave's Construction Company, Inc.  
Company

By:  Joseph LaFave  
(Signature) (Typed Name)

Title: President

Address of Bidder: PO Box 8146, 100 Coldwater St.  
Landis, NC 28088-8146

Contractor's North Carolina License No: 29071

Attest: \_\_\_\_\_ Seal (If Corporation)  
By: 

Title: Corporate Secretary

END OF SECTION 003000

## IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION

### Cabarrus County

I, LaFave's Construction Company, Inc.,  
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*Minority Category
James Seals & Stripes	parking markings	F
Kannapolis, NC 704-857-5060		
NJR Construction	drywall/metal studs	H
Charlotte, NC 980-237-0002		

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**),

Female (**F**) Socially and Economically Disadvantaged (**D**)

The total value of minority business contracting will be (\$) 60,077.00.

**AFFIDAVIT A**  
**LISTING OF THE GOOD FAITH EFFORT**  
**Cabarrus County**

Affidavit of LaFave's Construction Company, Inc.

(Name of Bidder)

**I have made a good faith effort to comply under the following areas checked:**

(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

- ☒ 1 - Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ 2 - Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ 3 - Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 - Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ 5 - Attended prebid meetings scheduled by the public owner.
- ☐ 6 - Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ 7 - Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 - Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9 - Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ 10 - Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.

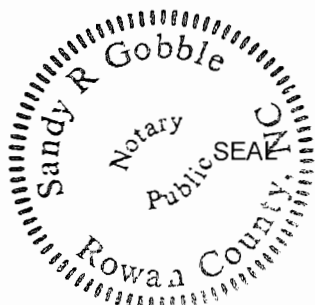
In accordance with N.C.G.S § 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 6/18/2020

Name of Authorized Officer: Joseph LaFave

Signature: [Signature]

Title: President



State of North Carolina, County of Rowan

Subscribed and sworn to before me this 18th day of June 2020

Notary Public [Signature]

My commission expires 9/10/2022



## FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_

LaFave's Construction Company, Inc. as  
principal, and Philadelphia Indemnity Insurance Company, as surety, who is  
duly licensed to act as surety in North Carolina, are held and firmly bound unto  
Cabarrus County as obligee,  
in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of  
the United States of America, for the payment of which, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

Signed, sealed and dated this 18th day of June, 2020

WHEREAS, the said principal is herewith submitting proposal for

Cabarrus County Operations Center Renovations  
and the principal desires to file this bid bond in lieu of making the cash deposit as required  
by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that  
if the principal shall be awarded the contract for which the bid is submitted and shall  
execute the contract and give bond for the faithful performance thereof within ten days after  
the award of same to the principal, then this obligation shall be null and void; but if the  
principal fails to so execute such contract and give performance bond as required by G.S.  
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in  
the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by  
G.S. 143-129.1

LaFave's Construction Company, Inc. (SEAL)

By: [Signature] (SEAL)

\_\_\_\_\_  
(SEAL)

Philadelphia Indemnity Insurance Company (SEAL)

By: [Signature] (SEAL)  
Wendy E Lahm, Attorney-in-Fact



FORM OF BID BOND

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

**Surety Bond Number:** Bid Bond

**Principal:** LaFave's Construction Company, Inc.

**Obligee:** Cabarrus County

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Wendy E Lahm** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

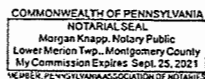
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of June, 2020.



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

July 6, 2020  
4:00 PM

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Infrastructure and Asset Management - Recommended Approval of Preferred Alternates for Courthouse Expansion Project

### **BRIEF SUMMARY:**

NCGS 133-3 requires performance standards to be used when specifying products. The statute also allows preferred brands of equipment to be bid as an alternate on the Cabarrus County Courthouse Expansion Project provided that the performance standards were approved by the Cabarrus County Board of Commissioners. To be approved the alternate must either provide a cost savings or maintain/improve the functioning of a process or system affected by the brand alternate. Approval is requested for the preferred brand alternates for the equipment as indicated on the attachment.

### **REQUESTED ACTION:**

Motion to approve the preferred brand alternate list for equipment for the Courthouse Expansion Project.

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

15 Minutes

### **SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

### **BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▣ Recommended Approval of Preferred Brands of Equipment for CH Expansion project (FINAL 06-15-20)
- ▣ NCGS 133-3

## CABCO COURTHOUSE PREFERRED ALTERNATES

**§ 133-3.** *Specifications to carry competitive items; substitution of materials. All architects, engineers, designers, or draftsmen, when providing design services, or writing specifications, directly or indirectly, for materials to be used in any city, county or State work, shall specify in their plans the required performance and design characteristics of such materials. However, when it is impossible or impractical to specify the required performance and design characteristics for such materials, then the architect, engineer, designer or draftsman may use a brand name specification so long as they cite three or more examples of items of equal design or equivalent design, which would establish an acceptable range for items of equal or equivalent design. The specifications shall state clearly that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable.*

***Where it is impossible to specify performance and design characteristics for such materials and impossible to cite three or more items due to the fact that there are not that many items of similar or equivalent design in competition, then as many items as are available shall be cited.***

*On all city, county or State works, the maximum interchangeability and compatibility of cited items shall be required. The brand of product used on a city, county or State work shall not limit competitive bidding on future works. Specifications may list one or more preferred brands as an alternate to the base bid in limited circumstances.*

***Specifications containing a preferred brand alternate under this section must identify the performance standards that support the preference.*** *Performance standards for the preference must be approved in advance by the owner in an open meeting. Any alternate approved by the owner shall be approved only where (i) the preferred alternate will provide cost savings, maintain or improve the functioning of any process or system affected by the preferred item or items, or both, and (ii) a justification identifying these criteria is made available in writing to the public.* Substitution of materials, items, or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids. The purpose of this statute is to mandate and encourage free and open competition on public contracts. (1933, c. 66, s. 3; 1951, c. 1104, s. 5; 1993, c. 334, s. 7.1; 2002-107, s. 5; 2002-159, s. 64(c).)



## 23 09 23 Direct Digital Control (DDC) Systems for HVAC

- I. Controls Manufacturer: Johnson Controls Facility Explorer (Fx) System with Niagra based Tridium Platform
- II. Preferred Alternate no. 2 Controls Integration Contractor: Platinum Building Automation

The Johnson Controls Fx system HVAC controls must match the controls used by the majority of the large square footage buildings owned and maintained by the county for ultimate cost and efficiency. Using a different manufacturer will ultimately increase long-term operational costs and different systems will not necessarily provide the same level of remote accessibility for maintenance personnel.

The use of Platinum Building Automation as the Integration Contractor for the project is critical for the interface of the new courthouse with the existing county global controls. The new building controls will be required to be integrated to the existing control server located in the county government building. This server holds global control information and allows county maintenance personnel to access all of their buildings at a single site. Using a different integration contractor will likely result in a different level of control capability for the new courthouse and will ultimately cost more as a second control maintenance contractor could be necessary for the new courthouse.

## 26 51 13 Interior Lighting

The interior lighting preferred alternate is inclusive of all tunable white fixtures. Main tunable white fixture types must be of the same manufacturer to maintain color consistency. There are a number of tunable white fixtures that will be very difficult to specify two or three manufacturers. Having preferred alternates for all tunable white fixtures will give us the flexibility to list only the manufacturers that truly meet the desired performance.

- I. Linear fixtures are types LA, LB, LC, LE, LF, LK, LL, LP, and DJ as manufactured by Lumenwerx.
- II. Point source fixtures (downlights, cylinders, etc) are types AA, AC, AD, DA, DB, DH, DL, DM, and DN as manufactured by Intense.
- III. Light fixture type LD is the low-profile linear fixture in the millwork at the courtroom entrances as manufactured by Dado.
- IV. Light fixture type GA: A white-tunable luminous ceiling backlighting of wood-slat ceiling above the main public stair as manufactured by Cooledge.

## 26 56 19 LED Exterior Lighting

The exterior lighting preferred alternate should include one exterior fixture, due to lack of equal manufacturer:

- I. Type SC: The exterior light column with integral speaker as manufactured by Hess America.

**§ 133-3. Specifications to carry competitive items; substitution of materials.**

All architects, engineers, designers, or draftsmen, when providing design services, or writing specifications, directly or indirectly, for materials to be used in any city, county or State work, shall specify in their plans the required performance and design characteristics of such materials. However, when it is impossible or impractical to specify the required performance and design characteristics for such materials, then the architect, engineer, designer or draftsman may use a brand name specification so long as they cite three or more examples of items of equal design or equivalent design, which would establish an acceptable range for items of equal or equivalent design. The specifications shall state clearly that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Where it is impossible to specify performance and design characteristics for such materials and impossible to cite three or more items due to the fact that there are not that many items of similar or equivalent design in competition, then as many items as are available shall be cited. On all city, county or State works, the maximum interchangeability and compatibility of cited items shall be required. The brand of product used on a city, county or State work shall not limit competitive bidding on future works. Specifications may list one or more preferred brands as an alternate to the base bid in limited circumstances. Specifications containing a preferred brand alternate under this section must identify the performance standards that support the preference. Performance standards for the preference must be approved in advance by the owner in an open meeting. Any alternate approved by the owner shall be approved only where (i) the preferred alternate will provide cost savings, maintain or improve the functioning of any process or system affected by the preferred item or items, or both, and (ii) a justification identifying these criteria is made available in writing to the public. Substitution of materials, items, or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids. The purpose of this statute is to mandate and encourage free and open competition on public contracts. (1933, c. 66, s. 3; 1951, c. 1104, s. 5; 1993, c. 334, s. 7.1; 2002-107, s. 5; 2002-159, s. 64(c).)

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**July 6, 2020  
4:00 PM**

---

#### **AGENDA CATEGORY:**

Discussion Items for Action

#### **SUBJECT:**

Tax Administration - Tax Collector's Annual Settlement and Order Authorizing Collection of FY 2020-2021 Taxes

#### **BRIEF SUMMARY:**

The Tax Collector is required by NCGS 105-373 to give an annual settlement on current and delinquent taxes to the governing body for review and approval. The settlement report for fiscal year 2019-2020 is attached. This report contains real and personal taxes that remain unpaid for the fiscal year. These lists are recharged to the Tax Collector for collection. Also attached is the Order to Collect, to be executed by the Chairman of the Board of County Commissioners, authorizing the Tax Collector to collect all 2020-2021 property taxes.

#### **REQUESTED ACTION:**

Motion to accept the Tax Collector's annual settlement and approve the Order to Collect in accordance with NCGS 105-321.

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

5 Minutes

#### **SUBMITTED BY:**

David Thrift, Tax Administrator

#### **BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- Order to Collect 2020 Taxes



ORDER OF THE BOARD OF COUNTY COMMISSIONERS  
IN ACCORDANCE WITH N.C.G.S. 105-321

---

To: M. David Thrift  
Tax Administrator, Cabarrus County

You are hereby authorized, empowered, and commanded to collect the 2020 property taxes filed in the office of the Cabarrus County Tax Assessor, and in the receipts herewith delivered to you, in the amounts and from the taxpayers likewise set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Cabarrus, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayer, for and on account thereof, in accordance with the law.

Witness my hand and official seal, this 21<sup>st</sup> day of July, 2020.

---

Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

Attest:

---

Lauren Linker, Clerk to the Board



## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**July 6, 2020  
4:00 PM**

---

**AGENDA CATEGORY:**

Approval of Regular Meeting Agenda

**SUBJECT:**

BOC - Approval of Regular Meeting Agenda

**BRIEF SUMMARY:**

The proposed agenda for the July 21, 2020 regular meeting is attached.

**REQUESTED ACTION:**

Motion to approve the agenda for the July 21, 2020 regular meeting; including the public hearing.

**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 July 21, 2020 Regular Meeting Agenda

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**July 21, 2020  
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

#### **A. APPROVAL OR CORRECTIONS OF MINUTES**

1. Approval or Correction of Meeting Minutes

#### **B. APPROVAL OF THE AGENDA**

#### **C. RECOGNITIONS AND PRESENTATIONS**

#### **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. Active Living and Parks - FY21 Matching Incentive Grant Requests
2. Appointments - Adult Care Home Community Advisory Committee
3. Appointments - Cabarrus County Planning and Zoning Commission
4. Appointments and Removals - Early Childhood Task Force Advisory Board
5. Appointments and Removals - Juvenile Crime Prevention Council
6. Appointments and Removals - Public Health Authority of Cabarrus County

7. BOC - Designation of Voting Delegate for NCACC 113th Annual Conference
8. County Manager - Central Area Plan Inter-local Agreement Modifications
9. County Manager - Request for Budget Adjustment for the New Middle School
10. DHS - Cabarrus County Long Range Transportation Plan
11. EMS - Purchase Order Request
12. Finance - Implementation of the FY21 Capital Improvement Plan Accounting
13. Finance - Update of County Capital Projects Fund for Frank Liske Park Barn Insurance Proceeds
14. Human Resources - Personnel Ordinance and Benefits Guide Updates
15. Infrastructure and Asset Management - Recommended Approval of Preferred Alternates for Courthouse Expansion Project
16. Tax Administration - Refund and Release Reports - June 2020
17. Tax Administration - Tax Collector's Annual Settlement and Order Authorizing Collection of FY 2020-2021 Taxes

**G. NEW BUSINESS**

1. DHS - FY21 Urbanized Area Funding - Public Hearing 6:30 p.m.

**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 - June 2020 Monthly Summary Report
6. Finance - Juvenile Crime Prevention Council (JCPC) FY21 Funding Update
7. Finance - Monthly Financial Update

**I. GENERAL COMMENTS BY BOARD MEMBERS**

**J. WATER AND SEWER DISTRICT OF CABARRUS COUNTY**

1. County Manager - Central Area Plan Inter-local Agreement Modifications

**K. CLOSED SESSION**

**L. ADJOURN**

**Scheduled Meetings**

<b>August 3</b>	<b>Work Session</b>	<b>4:00 p.m.</b>	<b>Multipurpose Room</b>
<b>August 17</b>	<b>Regular Meeting</b>	<b>6:30 p.m.</b>	<b>BOC Meeting Room</b>
<b>September 8</b>	<b>Work Session</b>	<b>4:00 p.m.</b>	<b>Multipurpose Room</b>
<b>September 21</b>	<b>Regular Meeting</b>	<b>6:30 p.m.</b>	<b>BOC Meeting Room</b>

**Mission:** Through visionary leadership and good stewardship, we will administer state

requirements, ensure public safety, determine county needs, and provide services that continually enhance quality of life.

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

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

The most recent Commissioners' meeting is broadcast 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.

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

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

**July 6, 2020  
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:**

---