

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 2020
4:00 PM**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN

2.1. BOC - Changes to the Agenda Pg. 3

3. DISCUSSION ITEMS - NO ACTION

3.1. BOC - Cabarrus County Representation - The Andrea Harris Social, Economic, Environmental, and Health Equity Task Force Pg. 5

3.2. Cabarrus Arena and Events Center - FY2020 Annual Report and FY2021 Outlook Pg. 9

3.3. Infrastructure and Asset Management - Cabarrus County Emergency Medical Services Headquarters Project Update Pg. 17

3.4. Infrastructure and Asset Management - Courthouse Expansion Project Update Pg. 22

3.5. Infrastructure and Asset Management - Courthouse Expansion Project Chilled Water Redundancy Initiative Pg. 25

3.6. Infrastructure and Asset Management - Courthouse Expansion Public Art Update Pg. 27

3.7. Innovation and Technology - Innovation Report Pg. 29

3.8. Transportation - CONNECT Beyond Project Update and Presentation Pg. 31

4. DISCUSSION ITEMS FOR ACTION

4.1. BOC - Appointments to Boards and Committees Pg. 58

4.2. Cooperative Extension - Memorial Tree at Cooperative Extension Pg. 60

4.3. Cooperative Extension - National 4-H Week Proclamation Pg. 63

4.4. County Manager - Boundary Survey of Stonewall Jackson Training School Property Pg. 65

4.5. County Manager - Economic Development Incentive Agreement with the City of Concord Pg. 72

4.6. Department of Human Services - FY21 Home and Community Care Block Grant (HCCBG) Funding Plan Revision Pg. 94

4.7. Infrastructure and Asset Management - Offer for Purchase of Surplus Property Pg. 97

4.8. Planning and Development - Dissolution of the Watershed Improvement Commission Pg. 109

4.9. Planning and Development - Soil and Water Conservation District Board - Applications for Farmland Preservation Grants Pg. 112

4.10. Sheriff's Office - NC Governor's Highway Safety Program Bike Safe Grant Pg. 114

5. APPROVAL OF REGULAR MEETING AGENDA

5.1. BOC - Approval of Regular Meeting Agenda Pg. 118

6. CLOSED SESSION

6.1. Closed Session - Pending Litigation and Economic Development Pg. 122

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

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Approval of Work Session Agenda - Chairman

SUBJECT:

BOC - Changes to the Agenda

BRIEF SUMMARY:

A list of changes to the agenda is attached.

REQUESTED ACTION:

Motion to approve the agenda as amended.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
OCTOBER 5, 2020**

SUPPLEMENTAL INFORMATIONN:

Discussion Items – No Action

- 3.4 Infrastructure and Asset Management – Courthouse Expansion Project Update**
- Photos
- 3.8 Transportation – CONNECT Beyond Project Update and Presentation**
- Updated Presentation

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

October 5, 2020
4:00 PM

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

BOC - Cabarrus County Representation - The Andrea Harris Social, Economic, Environmental, and Health Equity Task Force

BRIEF SUMMARY:

The Andrea Harris Social, Economic, Environmental, and Health Equity Task Force was established by Governor Roy Cooper under Executive Order No. 143 to address the social, environmental, economic, and health disparities in communities of color disproportionately impacted by COVID-19. As a resident of Cabarrus County, Dr. Richardson was appointed to the taskforce and will briefly educate the board about the task force and its objectives and inquire about the needs of residents of Cabarrus County.

REQUESTED ACTION:

Receive update.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Sonya Richardson, PhD, MSW, LCSW
Assistant Professor, UNC Charlotte

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Presentation

Andrea Harris Social, Economic, Environmental, and Health Equity Task Force

Introduction

Background and Goals

- Established by Governor Roy Cooper with Executive Order No. 143 to address the social, environmental, economic, and health disparities in communities of color disproportionately impacted by COVID-19.
- Goal is to create economic stability, eliminate health disparities, and achieve environmental justice.
- <https://ncadmin.nc.gov/ahtf#goal>

Objectives

1. Access to healthcare for underserved communities.
2. Enhanced patient engagement in healthcare settings.
3. Economic opportunities in business development and employment.
4. Environmental Justice and Inclusion.
5. Create educational opportunities for communities of color.

Andrea Harris Social, Economic, Environmental, and Health Equity Task Force

Questions for Consideration

1. What are specific needs of the residents of Cabarrus county as it pertains to addressing social, environmental, economic, and health disparities in communities of color disproportionately impacted by COVID-19.
2. How is COVID-19 disproportionality showing up differentiating in Cabarrus county for communities of color?
3. Where is support needed in our county to further the goal of creating economic Stability, eliminating health disparities, and achieving environmental justice?

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Cabarrus Arena and Events Center - FY2020 Annual Report and FY2021 Outlook

BRIEF SUMMARY:

An update on Cabarrus Arena and Events Center's performance in FY2020, COVID-19 effects on its operations, preparations towards reactivating for public events, and outlook for FY2021.

REQUESTED ACTION:

Receive report.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Kenny Robinson, Cabarrus Arena and Events Center, General Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Cabarrus Arena and Events Center FY2021 Annual Report



Annual Report

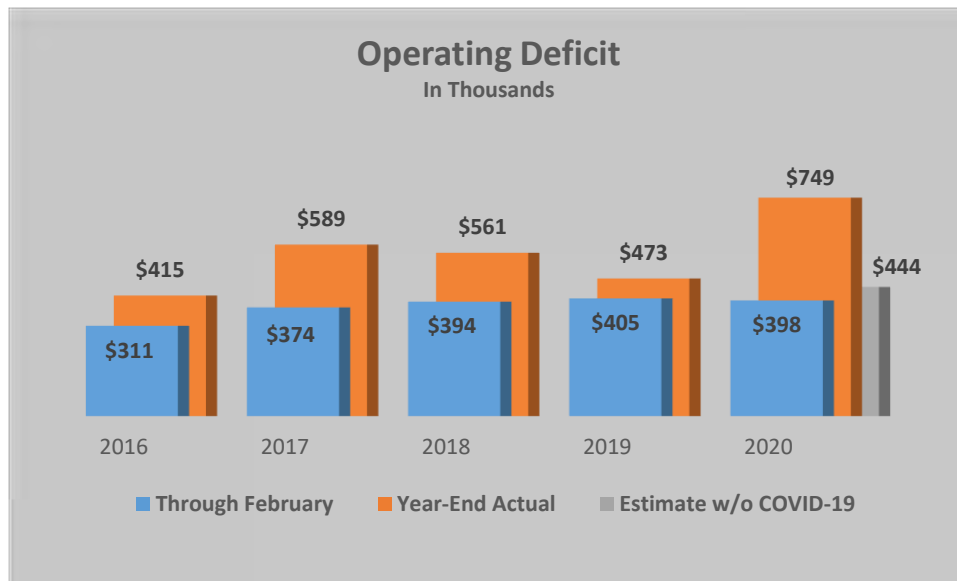
Fiscal Year 2020

Cabarrus Arena & Events Center’s recent Annual Reports had a pattern of celebrating the year over year successes of the venue and were heavy with statistics and performance measurements. The Annual Report for FY2020 would have followed this same theme with similar style and content had it not been for the onset of the COVID-19 pandemic just as the venue entered the busiest part of its year. While our community struggled with safely holding the most basic group gatherings, there was no certainty of when public assemblies could resume or what form they may take. This uncertainty dramatically affected the fourth quarter of Cabarrus Arena & Events Center’s fiscal year 2020 and will continue to be the overwhelming factor as the venue navigates fiscal year 2021 and likely 2022.

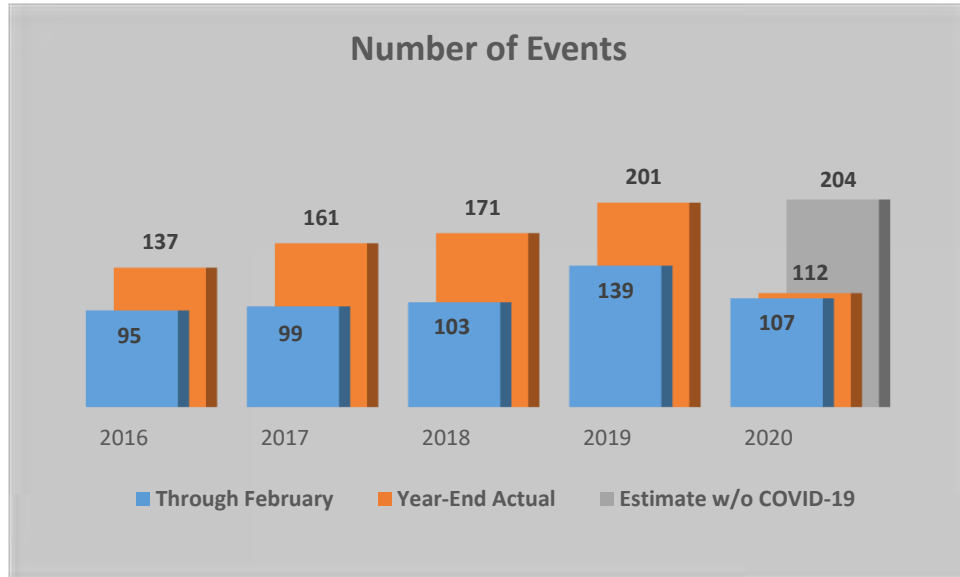
In a departure from recent Annual Reports, this report will highlight a few Key Performance Indicators (KPIs) regarding venue performance at the time the pandemic started and projections as to where those KPIs may have ended the year if COVID-19 were not a factor. There will also be some discussion about strategies employed at Cabarrus Arena & Events Center to mitigate financial losses due to COVID-19 and an outlook for FY2021.

Key Performance Indicators

Net Operating Income/Deficit (NOI) – Forecasts completed in February 2020 indicated that Cabarrus Arena & Events Center was near its best ever performance in this basic measurement of financial performance. FY2020 ended with NOI remaining better than budgeted \$752,000 loss – even with the dramatic effect on event activity from COVID-19. The following chart provides a comparison between FY2020 and the previous few years – smaller figures are better in this chart.

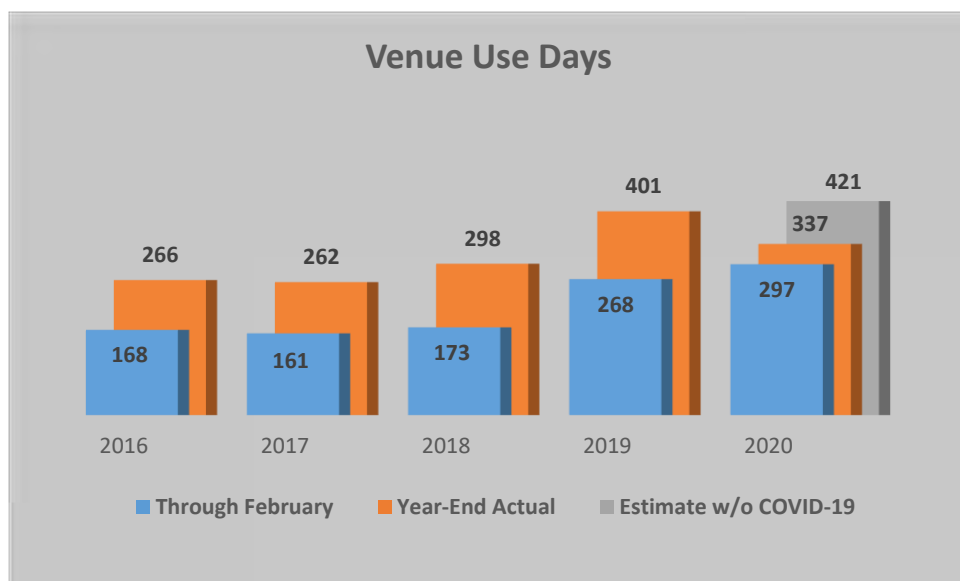


Number of Events - Cabarrus Arena & Events Center hosted 112 events in FY2020. COVID-19 hit just as the venue was entering its busiest time of the year. About 70 events were cancelled between March and June and an estimated 20 more events typically added to the event calendar late in the year could not be scheduled. The following chart provides a comparison of this KPI over the previous few years.



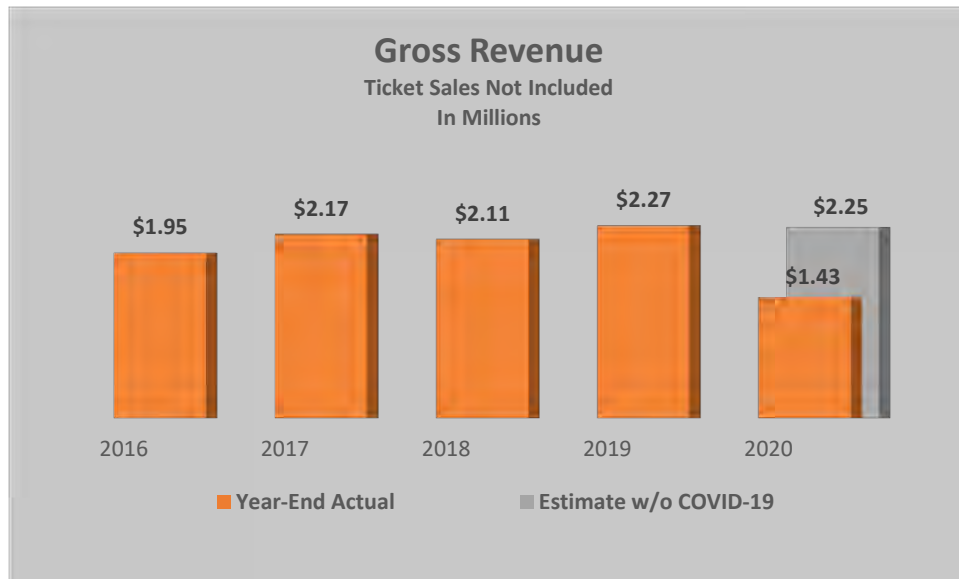
Use Days – This measurement provides insight as to the total number of days events used the facility. For example: A concert moving in, holding the performance, and moving out all in a single day would be recorded as one use day. A consumer show moving in one day, open to the public for two days, and a moving out the next day would be recorded as four use days. The number of buildings used for each event is not considered in this measurement.

Cabarrus Arena & Events Center was on a record-setting pace for this KPI when the pandemic started. The following chart compares this KPI over the last five years and projects where it likely would have ended the year if not for COVID-19.



Gross Revenue – This measurement includes all operating cash inflows except ticket sales. Rental fees, labor reimbursement, equipment rental, food sales, sponsorships, and parking fees make up nearly all of

the Gross Revenue reported here. Ticket sales are not included because this entire revenue stream typically belongs to event organizers. Data is not available to compare this KPI just before the pandemic began to the same time in previous years.



Client Satisfaction – Cabarrus Arena & Events Center asks each event organizer to rate the venue’s performance in areas including the sales process, event planning, food service, environmental factors, overall impression, and likeliness to recommend the venue for other events. FY2020 showed an improvement in client satisfaction with all organizers selecting the most favorable response for overall impression and likeliness to recommend the venue. Other client satisfaction indicators were:

	<u>Excellent</u>	<u>Good</u>	<u>Average</u>
Sales Process	100%	---	---
Event Planning	100%	---	---
Event Space/Environmental Factors	94%	6%	---
Food & Beverage	93%	6%	1%

Guest Reviews – Unsolicited ratings and comments on Cabarrus Arena & Events Center’s Google Business page are used to gather insight about guest satisfaction. These reviews cover all events and reviewers are generally not informed as to factors the venue influences and those outside its control. The number of reviews increased by 48% over the previous year to 370 and the overall rating remained 4.34 out of 5.00. Distribution of comments by topic were as follows:

	<u># Positive</u>	<u># Negative</u>
Environment/Cleanliness	10	1
Event Content/Execution	23	12
Parking (Fees)	0	2
Cell Service/WiFi	0	9
Crowd Size	0	2
Venue Location	0	2
General Comments	39	2

COVID-19 Effect on Operations

Alternate Uses of Facility - All public events scheduled between March 13 and June 30, 2020 were cancelled because of COVID-19 except for a single retail event that was safely held in June. Although its normal events could not take place, the venue has not been dormant. The facility has been in continuous use by hosting training sessions for various emergency response agencies, as a PPE receiving and distribution center for the county, hosting small-group training sessions for the U.S. Census Bureau, and as the site of Cabarrus County Active Living & Park's youth summer camp for two months.

As N.C. Executive Orders have changed over the last few months, Cabarrus Arena & Events Center has been able to safely host a few public events while continuing with the alternate uses previously mentioned. A total of nine events were held at the venue from July through September. The expected loosening of occupancy limits during the second quarter of FY2021 may allow about thirty events to be held through December in addition to the venue being an early voting site beginning October 15.

Team Members – Cabarrus Arena & Events Center employed about 100 part-time/as-needed team members, ten full-time team members, and had two vacant full-time positions at the onset of the COVID-19 pandemic. There has been no work for part-time team members since mid-March and will likely be very little work available for them through December.

Varying work from home strategies and shifting job responsibilities allowed all full-time team members to remain working through early August at which time four employees were furloughed. Some furloughed employees will likely return to work in October only to be furloughed again in November and December. Event activity will determine when these employees will permanently return to work. There are no plans to fill the vacant positions until near the end of FY2021.

Expense Mitigation – During the 4th quarter of FY2020 the venue began limiting expenses to wages, essential supplies, routine maintenance, and scheduled repair and maintenance projects. Expense mitigation has been more aggressive since July with employee furloughs and operational expenses being further limited to previously contracted services, essential repair and maintenance items, reduced utility consumption, and COVID-19 mitigation expenses. Most large, standalone maintenance items have been deferred to future years. The combined effects of this expense mitigation is about \$50,000 each month in operating expense reduction and \$175,000 in deferred maintenance projects for the current year. Most operating expense reductions can be sustained until event activity increases substantially.

Event Calendar – As previously mentioned, virtually all event activity stopped in mid-March and there is currently no indication of when typical events may resume. Since March there have been several cycles of cancelled events being rescheduled later in the year only to be rescheduled again because of then-current occupancy restrictions and public safety concerns. The venue has received a fair amount of interest from new events looking to change venues or take advantage of vacancies from cancelled events. As the pandemic continues, the event calendar has become increasingly dynamic. Event forecasts are reliable indicators for looking at most thirty days in the future. The forecast window will likely expand to 60-90 days beginning in November because most events scheduled for January through

April require longer planning periods and will be forced to make decisions farther in advance than events scheduled for summer and early fall.

The dynamics of the event calendar has led Cabarrus Arena & Events Center to implement new processes to make best use of open dates on its events calendar. A written procedure for deciding which event organizers are able to place holds on dates is in place. This process balances existing date holds, cancelled events needing to reschedule, new events challenging held dates, and event profitability for the venue.

Venue Reactivation Plan

ASM Global has developed extensive guidance to aid its venues in safely reopening for public events and branded it as VenueShield. This proprietary program, developed in conjunction with ServPro, AECOM, and the Drexel University College of Medicine, implements operational best practices using the most current medical information available about COVID-19 in each ASM Global venue. VenueShield guidance is concentrated in the areas of environmental hygiene, the customer journey, event operations, food service, workforce safety, technology and equipment, and public awareness. Cabarrus Arena & Events Center is using this guidance to develop a Reactivation Plan specific to its unique characteristics and events. Within a few weeks this plan will be presented to Cabarrus County Emergency Management and the Cabarrus Health Alliance for review.

Cabarrus Arena & Events Center has made changes to its lease agreements related indemnification, pandemics, and requires each event organizer to submit a COVID-19 mitigation plan for review at least thirty days before the event is scheduled. The venue will guide event organizers through this process using “house rules” derived from the VenueShield Reactivation Plan and secure approval as needed from Cabarrus County Emergency Management and the Cabarrus Health Alliance.

ASM Global will review event plans at a corporate level for a few specific cases as Cabarrus Arena & Events Center returns to more normal operation. Plans for all political events, the first gathering of more than 250 people, and first event at more than 50% of venue capacity will be reviewed to provide additional assurance that public health objectives are being met.

The VenueShield Reactivation Plan specific to Cabarrus Arena & Events Center, enforcement of “house rules”, ASM Global review of specific event plans, and new requirements of event organizers are being implemented to provide all stakeholders assurance that events at the venue are taking appropriate actions to protect public health. Once fully vetted and implemented, these plans should expedite the event approval process by Cabarrus County and Cabarrus Health Alliance.

FY2021 Outlook

The overall outlook for FY2021 is concerning for Cabarrus Arena & Events Center. While event forecasts more than a month in the future are unreliable, a summary of known event cancellations and likely outcomes for events through December predicts nearly \$600,000 in lost profitability for the venue.

Expense mitigation and deferred maintenance can protect against \$350,000 of this loss. To date, sixty-one events have cancelled for FY2021. The uncertainty of when occupancy limits may allow most events to occur and the long planning cycles of large events make it increasingly likely that a significant number of event cancellations will continue into the first quarter of calendar year 2021. There is no reliable way predict the timing or effect of these cancellations. The current feeling is that Cabarrus Arena & Events Center may be able to meet its operating budget if events are largely unaffected starting in January, but this is becoming increasingly unlikely.

Event industry expectations are that large public gatherings, concerts, consumer shows, and conventions may not return until the second half of calendar year 2021. The return of smaller gatherings and events that can take place with a few hundred people will precede large events by several months. If this holds true, a good portion of Cabarrus Arena & Events Center's event calendar for January through June could be salvaged. Whenever events are allowed to take place, there is no indication of how willing the public will be to attend or how profitable those events may be.

Any prediction involving Cabarrus Arena & Event Center's outlook for the whole of FY2021 would be pure speculation at this point in the year. The certainties are that the first half of the fiscal year will have substantial losses offset by expense mitigation and will result in financial reports showing the venue on track to meet its budget. The second half of the fiscal year is where the venue is typically most profitable. Currently, there is no clear indication of how COVID-19 will affect the second half of the fiscal year. It will likely be January or February before any reliable prediction can be made for the fiscal year as a whole.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Cabarrus County Emergency Medical Services Headquarters Project Update

BRIEF SUMMARY:

Staff will present an update on the project including the proposed building layout and exterior renderings.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations
Jimmy Lentz, EMS Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ EMS HQ Schematic Aerials for BOC (10-05-20)

SITE PLAN



Main Entry - Aerial View



FLOOR PLAN

Legend

- EMS Operations
- Training / Meeting Space
- EMS Administration
- Shared Used Space
- Circulation
- Building Systems



New Building
29,870 SF

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Courthouse Expansion Project Update

BRIEF SUMMARY:

Staff will provide an update on the Cabarrus County Courthouse Expansion project.

REQUESTED ACTION:

No action required.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▣ Photos





CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Courthouse Expansion Project Chilled Water Redundancy Initiative

BRIEF SUMMARY:

In September of 2019, Infrastructure and Asset Management (IAM) entered into an agreement with a Mechanical, Electrical, and Plumbing (MEP) Engineer to investigate the feasibility of adding additional chilled water capacity at the Sheriff's Office & Detention Center (SODC). Staff also tasked the MEP Engineer with investigating the cost effectiveness of connecting the chiller water system at the SODC to the new courthouse building chilled water system.

When the SODC was originally built, there was a "footprint" created for an additional chiller. Based on the age of the equipment, IAM began evaluating Capital Improvement Projects (CIP's) for a chiller replacement and addition at the SODC. During this process, IAM began to discuss achieving the increase chilled water capacity by connecting the SODC's system with the system being designed for the new Courthouse building. IAM continued to work on this project. This involved extensive investigation into the current system while "steering" the new Courthouse building MEP design in such a way that it could "accept" this chilled water redundancy concept. IAM is at the stage where they feel the design can be finalized and be successful in allowing chilled water redundancy to both the SODC and Courthouse complex (new building and 1975 courthouse building). In an effort to avoid pitfalls or design issues, we have toured two other facilities that utilize this type of redundancy. The benefits to implementing a project like this will manifest themselves by allow the County more time in executing repairs or more likely equipment replacements.

If the County does move forward with this scope of work addition, it would require a change order to Guaranteed Maximum Price #2 (GMP-2) which has yet to be received from Messer

but is currently being bid. Per the County Capital Projects Fund Ordinance, 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. IAM wanted to inform you of this opportunity; however, no action is required by the Board of Commissioners.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Courthouse Expansion Public Art Update

BRIEF SUMMARY:

Staff will provide an update on the public art component for the the Cabarrus County Courthouse Expansion project and receive guidance from the Board on direction.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Aerial with potential locations for Public Art

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 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

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Transportation - CONNECT Beyond Project Update and Presentation

BRIEF SUMMARY:

The CONNECT Beyond Project is intended to expand upon the CONNECT Our Future Project and Regional Transit Engagement Series' initial findings for transit. CONNECT Beyond will evaluate high capacity transit corridors and transit modes such as light rail, bus rapid transit, and commuter rail corridors. The initiative will also evaluate fixed route bus service expansions, effective human service transportation connections, identify regional connection points, and areas for increased coordination.

The CONNECT Beyond project is being coordinated by Centralina Regional Council with HDR consulting on the project. Bob Bushey, Transportation Manager for Cabarrus County, LJ Weslowski, Transit Director for Concord Kannapolis Area Transit (CKRider) and Phil Conrad, CRMPO Director, are serving as Technical Advisory Committee representatives for the project.

REQUESTED ACTION:

Receive information.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Bob Bushey, Transportation Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Engagement Series Summary
- ▣ CONNECT Beyond Presentation



Regional
Transit
Engagement
Series

REGIONAL TRANSIT PLAN

ACTION ITEMS:

Regional Transit Summit

Prepare for the Regional Transit Plan

Identify Funding for the Regional Transit Plan

GOALS:



Present findings from the Engagement Series



Define a plan scope that meets the needs of individual counties and communities.



Build a broad coalition of funders at the national, state, and local levels.

Regional Transit Engagement Series



Gastonia Transit Downtown Transfer Terminal

How can a Regional Transit Plan benefit Individual Communities?

Provides a unified vision and coordination

- Provides a "larger voice" for jurisdictions that may not normally be heard
- Makes the region more competitive
- Saves time now and money in the long-term by working together as a region
- Supports the reservation of right-of-way for transit

Supports economic competitiveness for all in the region

- Presents a unified message to businesses and residents considering the region
- Offers predictability for economic development and business investment decisions

Identified topics for a potential Regional Transit Plan:

- Enhancing local and regional mobility options
- Regional collaboration around trip planning, fare payment, and integrated service
- Human Transportation Services coordination and planning
- Veteran and cross-jurisdictional medical transportation
- Transit destinations and rapid transit lines
- Engagement of local, state, and federal elected officials and staff to identify key policy issues for the region
- Funding options, challenges, and best practices from peer regions



Regional Transit
Engagement Series

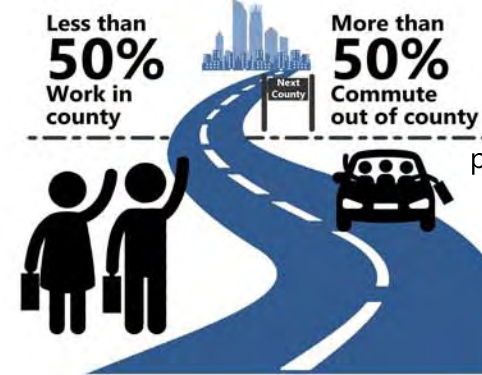
Why Plan for Regional Transit Now?

One of the fastest growing areas in the country, the Charlotte region is expected to add 1.8 million people by 2050. To meet the demands of this growing population, additional transportation choices will be needed.

In the 14-county, bistate CONNECT Our Future regional planning effort, transportation choice was identified as a top priority. Communities of all sizes across the region expressed a desire for increased transit service.



In Our Region...



Currently, over 50% of our region's population works in one county and lives in another. Cross-county public transportation options are needed for job access, economic development, and access to medical facilities

and services. Long-term transit planning efforts should be accelerated if we are to remain a leading, competitive region nationally and globally.

In partnership with the Metropolitan Transit Commission, the Regional Transit Public Engagement Series is a continuation of the CONNECT Our Future dialogue aimed at building regional relationships and understanding local transit needs and opportunities.

Regional Transit Engagement Series Objectives

Develop and strengthen regional relationships and engage those in surrounding counties that will be most impacted by a growing region and transportation network.

Understand local preferences for transit destinations and next best steps for regional transit planning.

Harvest insight from key stakeholders and decision makers on transit needs, challenges and opportunities.

Develop consensus based next steps on cross-county coordination and the expansion of regional transit infrastructure and services.



MOBILITY OPTIONS

INTEGRATED SERVICE

PROVIDER COLLABORATION

RAPID TRANSIT LINES

COMMUTER RAIL

VETERAN TRANSPORTATION

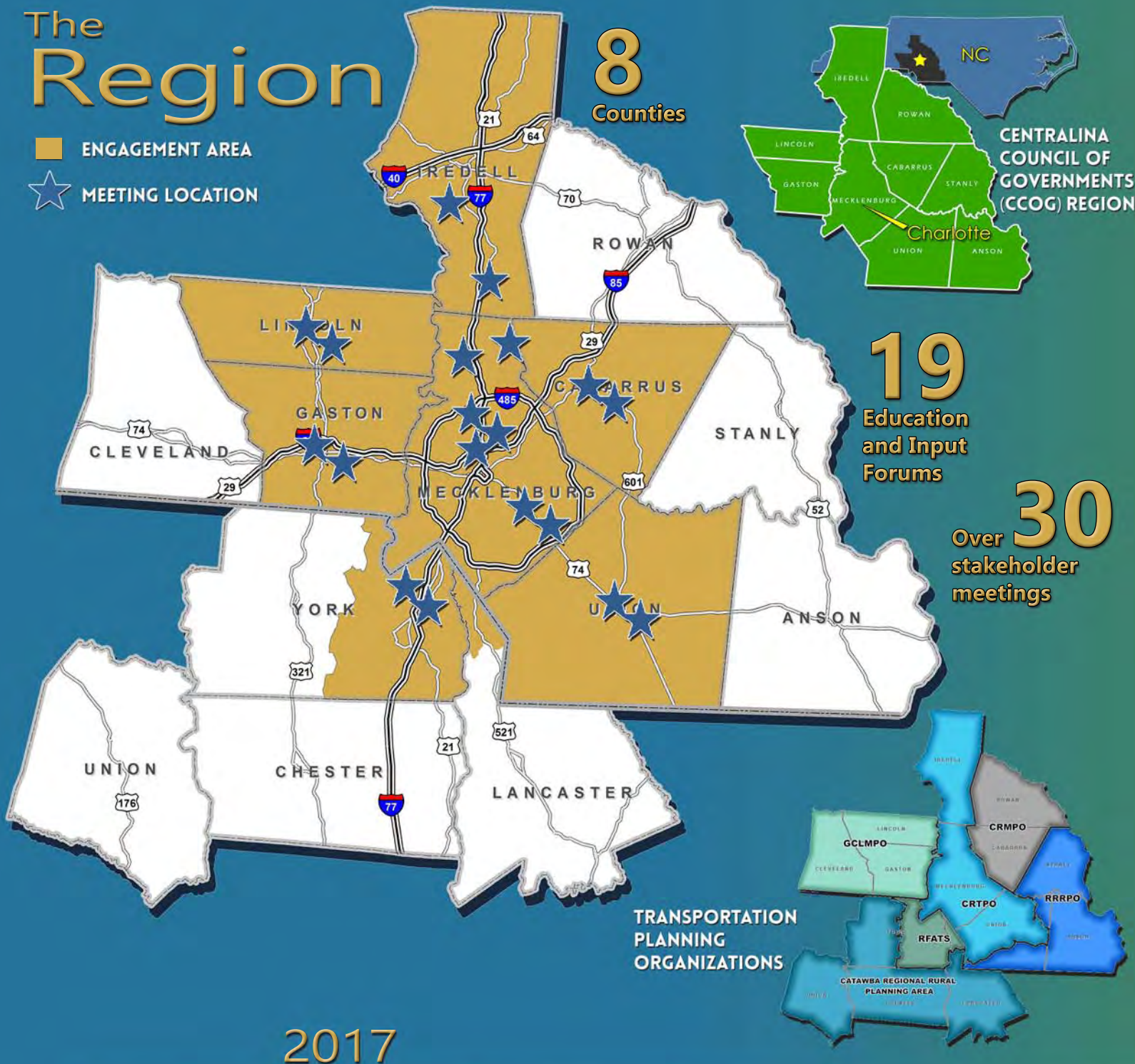
FUNDING OPTIONS

For more information

about this project, upcoming engagement activities and opportunities related to transit, and to see this and other **Regional Transit Engagement Series** reports and appendices, access the RTES webpage: <http://bit.ly/RegionalTransit>

The Region

ENGAGEMENT AREA
 MEETING LOCATION



8
Counties

19
Education and Input Forums

Over **30**
stakeholder meetings

TRANSPORTATION PLANNING ORGANIZATIONS

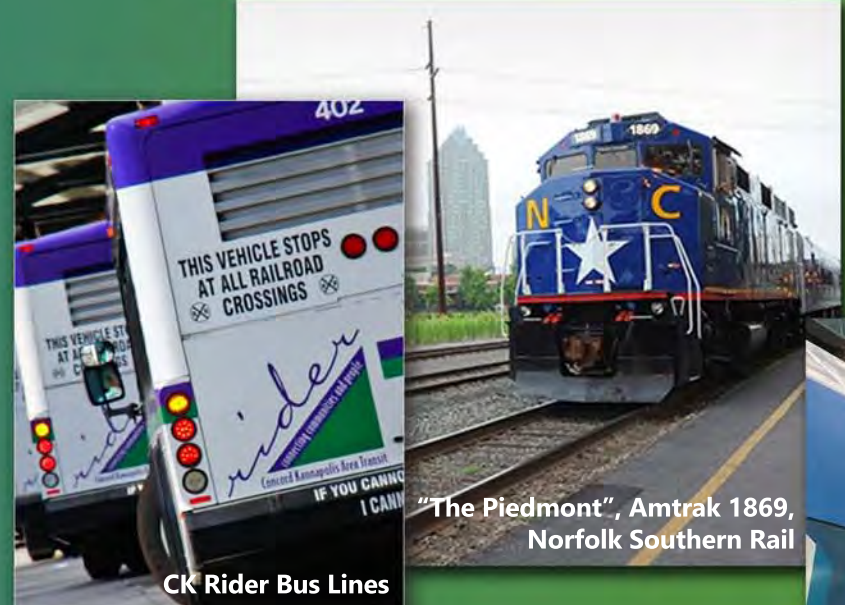
2017

Regional Transit Key Themes

- Global Competitiveness and Job Retention
- Mobility Options and Meeting Needs of Changing Population
- Upward Social Mobility and Access

Engagement Outcomes

- Promote a Regional, System-wide Mobility Focus
- Develop a Regional Transit Plan to Identify:
 - Mobility Options
 - Transit Destinations, Lines, and Modes
 - Funding Options, Barriers, and Peer Region Review
- Create Regional Transit Resource Guide
- Develop Transit Supportive Messaging
- Assemble Additional Data
 - Tipping point for riding transit
 - Desire to pay for transit



Public Opinion Survey Findings

4 things to know about Regional Transit:

1. Public transportation should be comfortable, convenient, and safe.
2. Benefits of expanded regional transit service need to be emphasized to overcome perceived negative neighborhood impact concerns.
3. Majority would likely use Uber or Lyft for the first/last mile of trip to the public transit station.
4. Rail is more appealing than buses and street cars.



2018

Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	Future
MTC approves Regional Transit Engagement Series MTC asks CCOG to continue the regional transit dialogue started in the CONNECT Our Future project.		Phase I Engagement: local government managers and staff MTC & CCOG initiate Regional Transit Public Engagement Series, which allows stakeholders opportunity for focused conversation about regional transit before planning work takes place, and gives communities varied forums to express their thoughts on long-term transit needs and opportunities.		Phase II Engagement: elected officials, private sector, economic development officials This phase of engagement helped establish context and next steps for regional transit discussion and planning. It is supplemented by a survey to gauge public attitudes and values related to regional transit.		Public and Stakeholder Survey 		Summit Planning and Partner Updates on Regional Transit Engagement Outcomes 		Regional Transit Summit 		Regional Transit Planning Activities 							



CONNECT Beyond

A Regional Mobility Initiative

October 5, 2020

Cabarrus County Commission

Project Overview, Update and Candidate Corridors

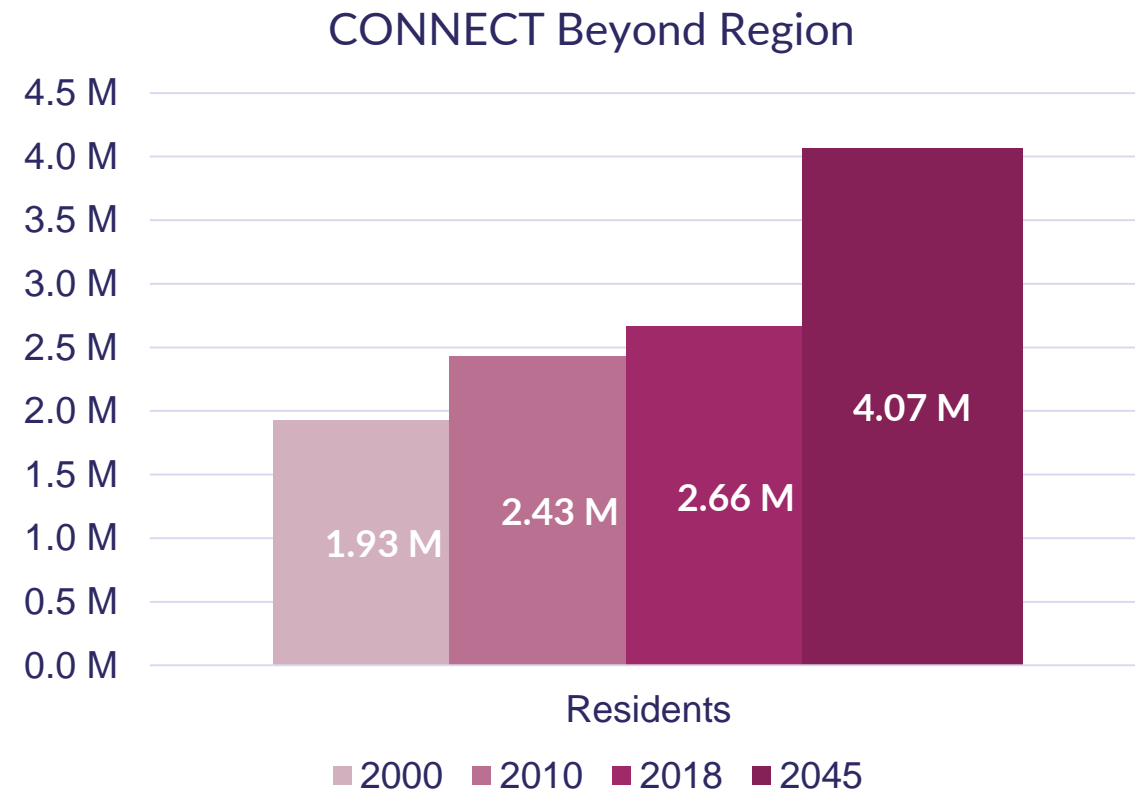
Jason Wager, CONNECT Beyond Project Manager,
Centralina Regional Council

Jorge Luna, Project Manager, HDR

Why Mobility Matters

As our region continues to grow, access to reliable, efficient, and well-connected transportation options is one of the most important factors to ensure everyone can benefit.

We need to find solutions to ensure that our neighbors and visitors can easily get where they want and need to go.



Where we've been

- 2/24 Project Kickoff
- 5/21 Policy Advisory Committee Meeting #1
- 5/22 Technical Advisory Committee Meeting #1
- 6/24 Technical Advisory Committee Meeting #2
- 9/3 CRTPO | High Capacity Transit Input
- 9/3 RFATS | High Capacity Transit Input
- 9/14 Leadership NC Alumni Meeting Focus Group
- 9/16 CRMPO | High Capacity Transit Input
- 9/16 GCLMPO | High Capacity Transit Input
- 9/18 RRRPO | High Capacity Transit Input



CONNECT Beyond will...

- **Define** a transit vision
- **Identify** corridors and complement plans and infrastructure
- **Strategize** coordination opportunities
- **Develop** implementation tools





**CONNECT
Beyond**

Project Priorities



Increase Economic
Competitiveness



Improve
Transportation
Choices



Enhance Public
Transit



Promote Sustainable
Regional Growth



Advance Social
Equity



Encourage
Environmental
Stewardship

Project Timeline

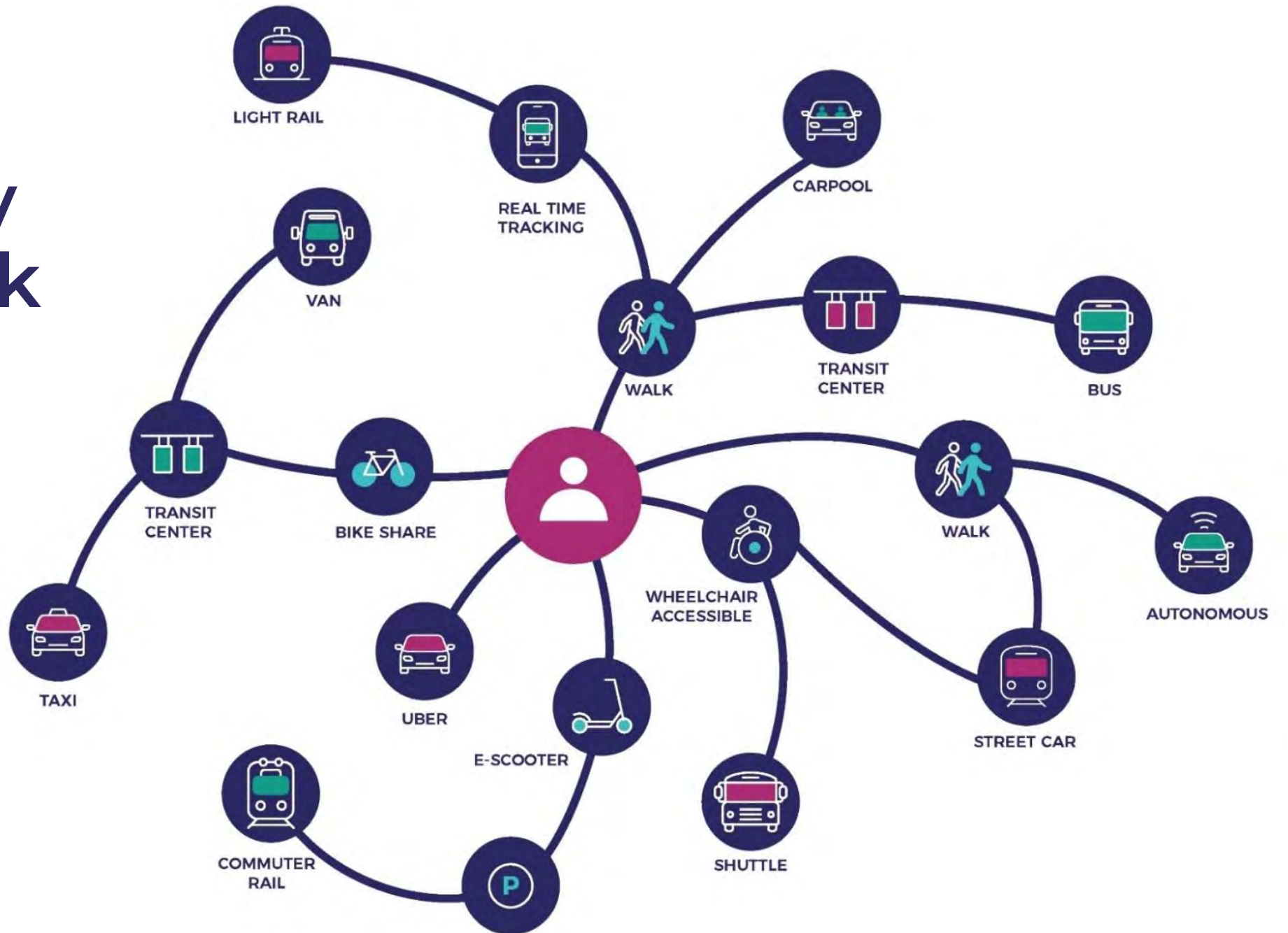




High Capacity Transit in the CONNECT Beyond Region

Jorge Luna, Project Manager, HDR

Total Mobility Network



Planning Process

1

Evaluate existing transit systems

SUMMER - FALL 2020

- > What are we doing well?
- > Where are the gaps and barriers to mobility?

2

Identify high capacity transit corridors

FALL - WINTER 2020

- > Which corridors would be good candidates for regional transit connections to best connect people to jobs, housing, medical services, education and other key destinations?

3

Envision a total mobility network

WINTER - SUMMER 2021

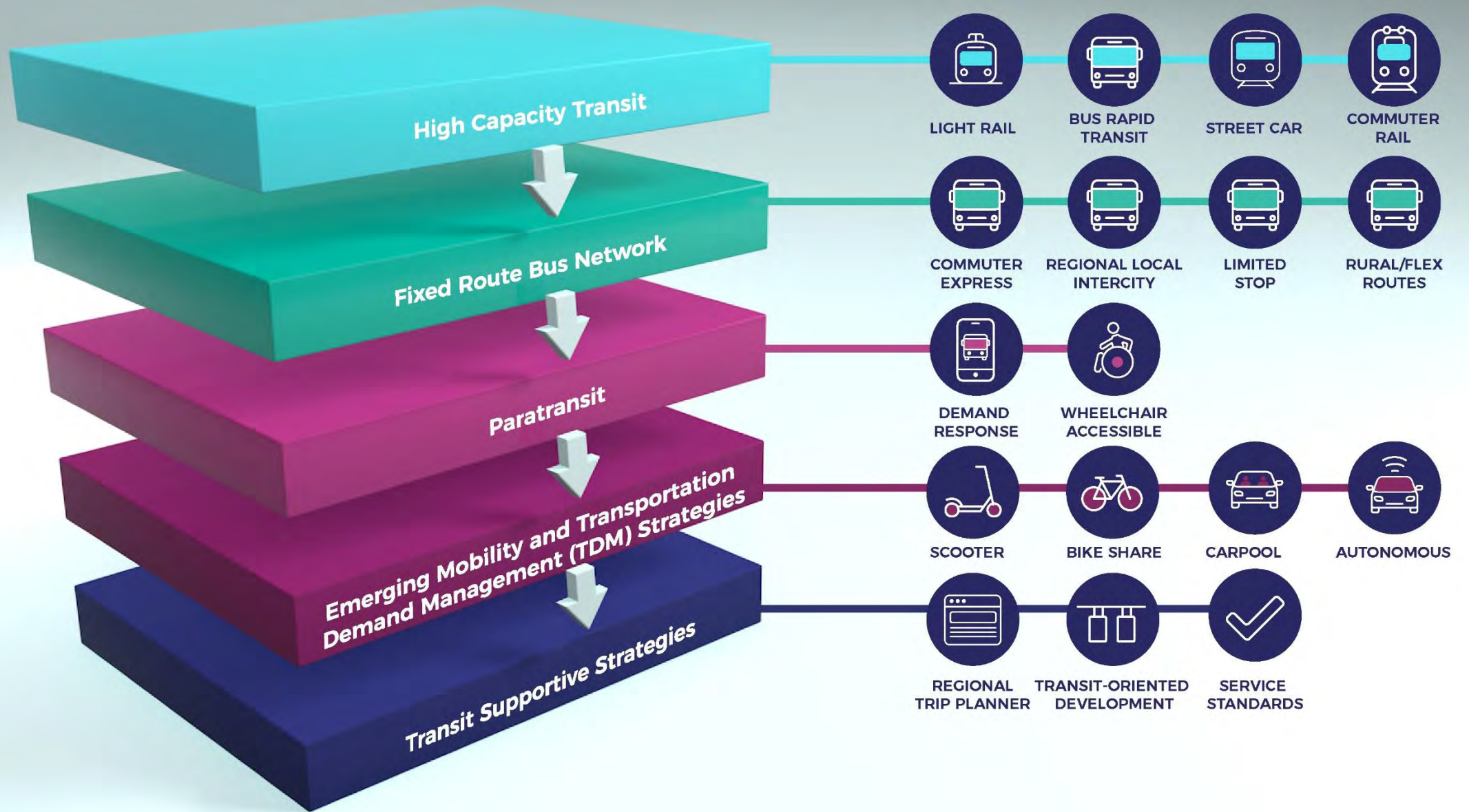
- > How can we best expand local services to increase transportation options and increase access to high capacity transit corridors?

4

Develop implementation strategies

SUMMER - FALL 2021

- > How can local transit providers and planning agencies use the results of the initiative?





What is High Capacity Transit?

High capacity transit refers to transit modes that have more capacity than traditional bus, such as light rail, bus rapid transit, express bus, and commuter rail.



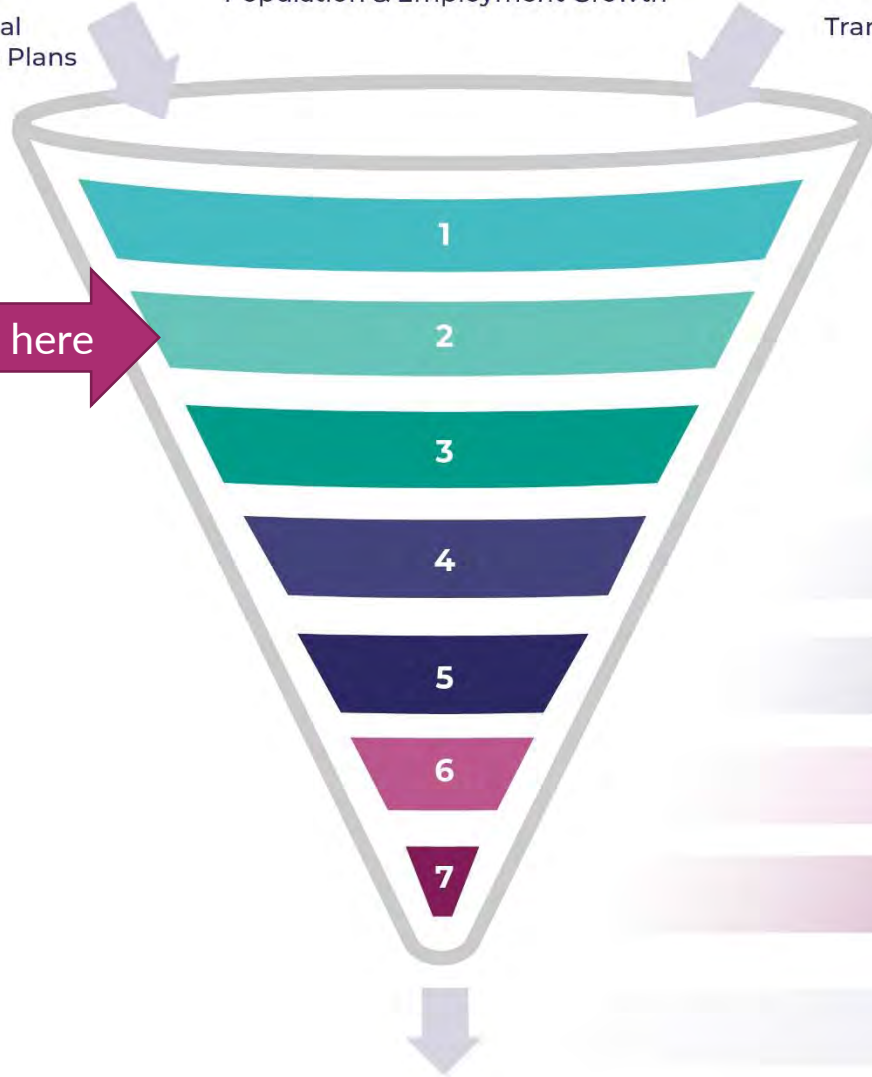
REGIONAL DATA

Additional Stakeholder Input
Travel Patterns/Behaviors
Local & Regional Transportation Plans

Project Goals & Vision
CONNECT Our Future
Population & Employment Growth

Regional Transit Engagement Series
Land Use Growth/Changes
Transit Plans

We are here



Development of Candidate High Capacity Transit Corridors
The data informs what corridors could be candidates

Committee & Public Input
Review high capacity transit corridors and obtain agreement

Refine
Identify missing corridors, refine, confirm, conduct readiness screening

Refined Candidate Corridors
Refined per input and analysis

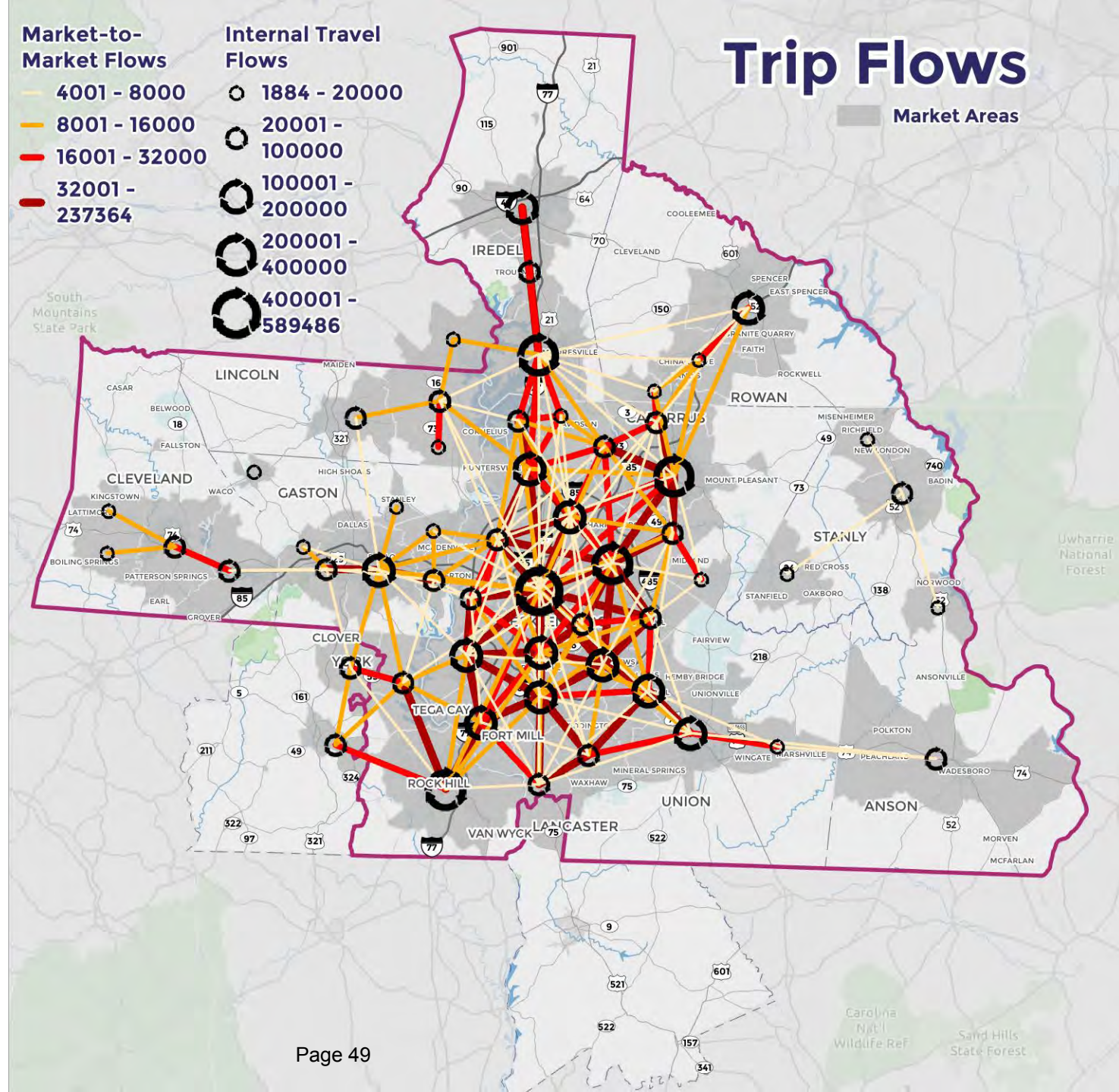
TAC & PAC Input
Review high capacity transit corridors and obtain agreement

Preferred High Capacity Transit Corridors
CONNECT Beyond high capacity transit preferred corridors

Next Steps
Incorporate preferred corridors into additional tasks

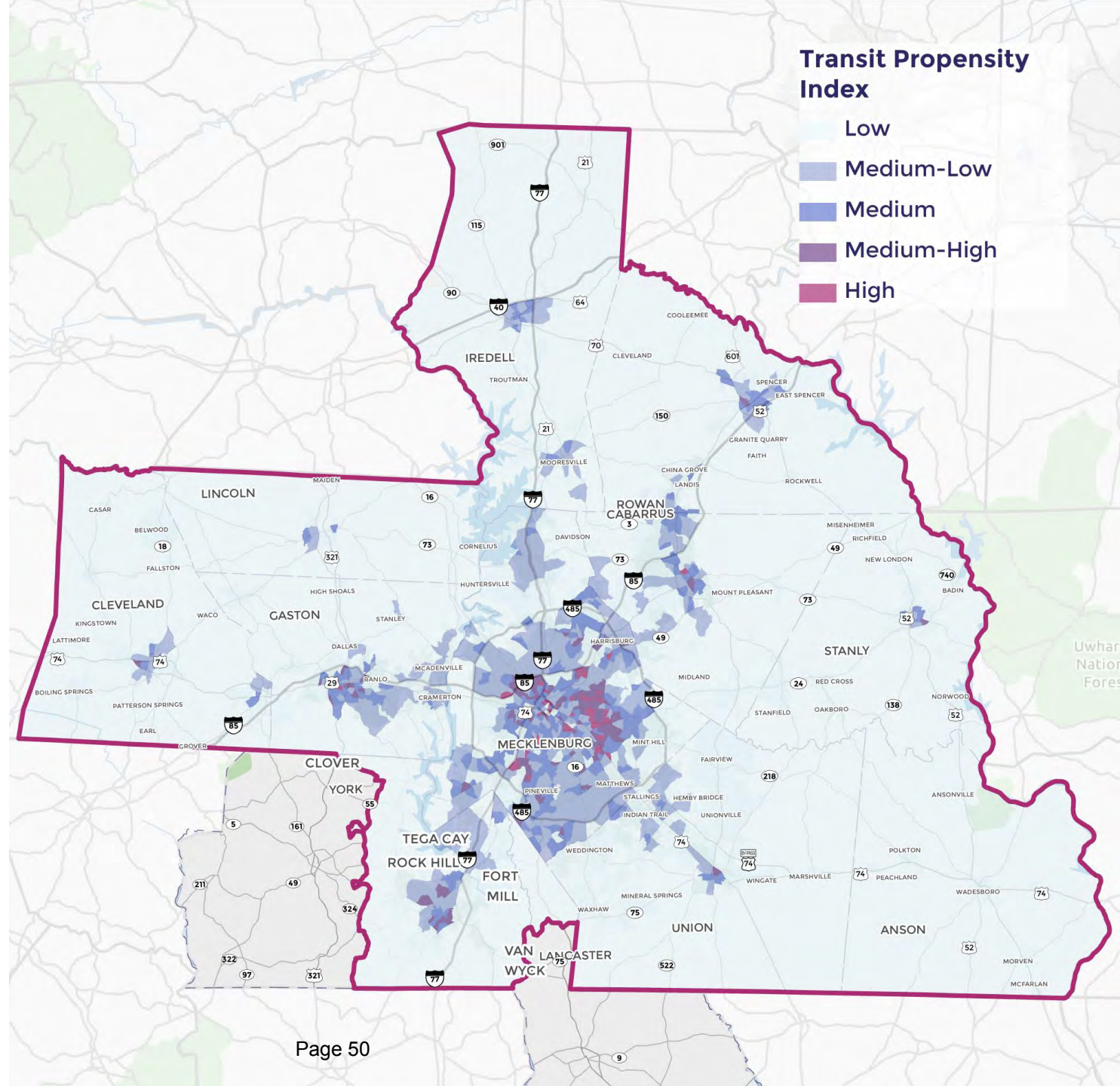
Trip Flows

- 50% of residents work in county and live in another
- Concord / Kannapolis attracting neighboring travel markets
- Strong internal travel flows
- East-west travel on NC73



Transit Propensity

- Youth
- Elderly
- Minority
- Low Income
- Disabled
- Zero Car Households (ACS 2018)

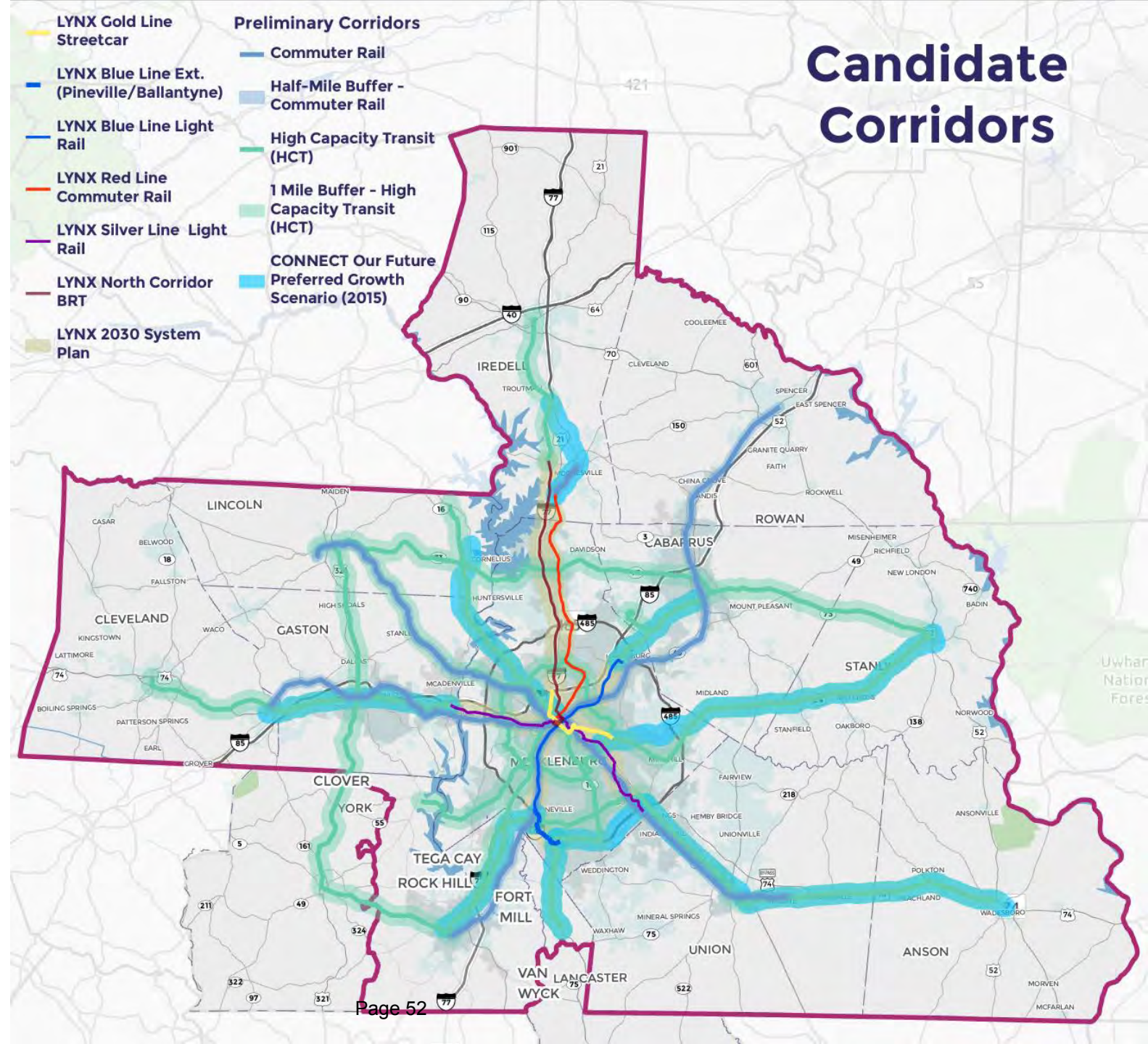


A large, stylized number '3' graphic in shades of teal and blue, positioned on the left side of the page. The number is composed of several overlapping, semi-transparent shapes that create a sense of depth and movement.

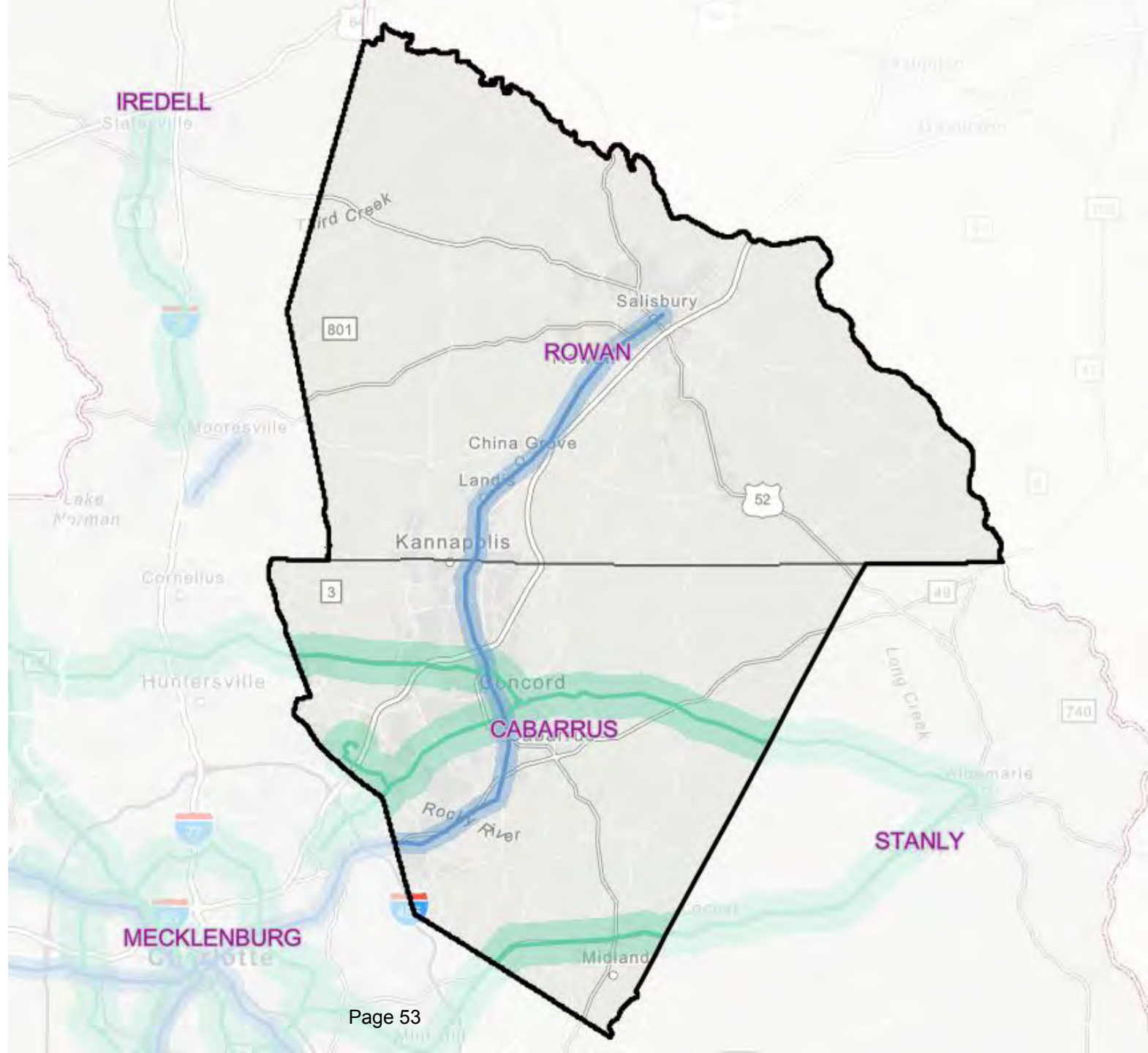
Candidate Corridors

Candidate Corridors

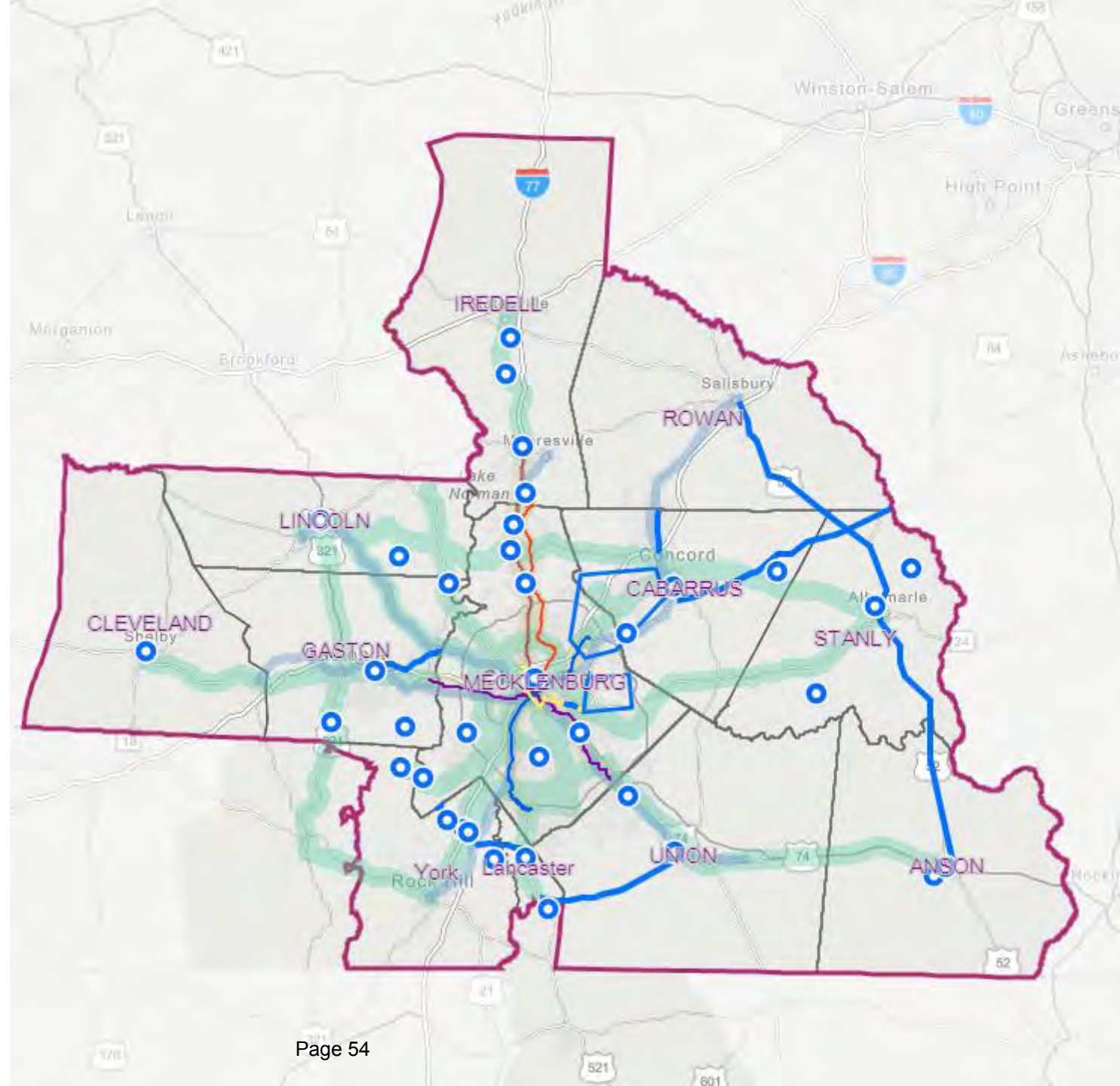
Corridors do not assume a specific transit technology (e.g. light rail, bus rapid transit, or other).



Cabarrus & Rowan



What We've Heard





Next Steps

What's Next?

Action Items

- Visit website
 - Sign up for project updates
 - See project resources
- Promote community survey
- Contact us for any questions or additional information

Contact Us



contact@connect-beyond.com

Upcoming

- Ongoing outreach
- Survey launch
- Project team to evaluate candidate HCT corridors
- Initiate integrated bus strategies task





Thank You

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Appointments to Boards and Committees

BRIEF SUMMARY:

The following appointment to Boards and Committees are recommended for October:

Appointments - Nursing Home Community Advisory Committee

Sandi Lane's term on the Nursing Home Community Advisory Committee ended September 30, 2020. Ms. Lane would like to serve another term. She is recommended for reappointment by the Regional Ombudsman.

Representative recommendation is Sandi Lane.

Appointments and Removals - Cabarrus County Youth Commission

Due to end of terms, not meeting the attendance requirement and/or graduation, the Cabarrus County Youth Commission requests the following names to be removed from the roster:

Abigail Bringle - A.L. Brown High School
 Brandon Lozano - Hickory Ridge High School
 Cason Gardner - At-large
 Grace Pfister - Concord High School
 Jeffrey Greene - Central Cabarrus High School
 Luke Linkel - Northwest Cabarrus High School
 Sarah Houston - At-large (Early College High School)

The Youth Commission would like to recommend the following students to be appointed to the Cabarrus County Youth Commission for two-year terms ending June 30, 2022:

Tisha Abdul - Cox Mill High School*
Nattellie Anderson - At-large
Campbell Dempken - Northwest High School
Emma Hogle - Central Cabarrus High School
Kylie Greenelsh - Mount Pleasant High School
Neerali Parikh - Concord High School
Nisha Jakkinpali - Hickory Ridge High School

*Reappointment

Representative recommendations are Tisha Abdul, Nattellie Anderson, Campbell Dempken, Emma Hogle, Kylie Greenelsh, Neerali Parikh and Nisha Jakkinpali.

REQUESTED ACTION:

Provide information.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Cooperative Extension - Memorial Tree at Cooperative Extension

BRIEF SUMMARY:

Cabarrus Extension Master Gardeners (EMG) would like to plant a memorial tree (dogwood) on the Cooperative Extension property to memorialize Extension Master Gardener volunteers that have passed. EMG's will purchase the tree, prepare the site, plant and maintain the tree. A plaque will be erected at the tree to confirm the memorial. Cooperative Extension is working with Infrastructure and Asset Management to designate the appropriate location for the memorial tree.

REQUESTED ACTION:

Motion to approve the installation of a memorial tree at the Cooperative Extension office location.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Robert Furr, County Extension Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Map of Proposed Memorial Tree Location



e W

Cabarrus

715 Cabarrus
Avenue West
2 min walk - work

Food Distribution
Center - North Carolina...

Google

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Cooperative Extension - National 4-H Week Proclamation

BRIEF SUMMARY:

The following proclamation designates October 4-10, 2020 as National 4-H Week in Cabarrus County.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to adopt the proclamation.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Tracy LeCompte, Extension Agenda, 4-H Youth Development

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

Proclamation



NATIONAL 4-H WEEK PROCLAMATION

WHEREAS, 4-H youth across the nation are leading efforts to solve problems in their communities and make a difference for their futures; and

WHEREAS, 4-H is the largest youth development organization in North Carolina and the largest in the nation with over six million participants; and

WHEREAS, 4-H in North Carolina claims 261,210 youth members and 16,789 volunteers, while the Cabarrus County 4-H program numbers more than **11,000** members and more than **765** volunteers; and

WHEREAS, 4-H as part of the NC Cooperative Extension System of NC State University and NCA&T State University is a program where youth learn through opportunities that provide them hands-on experiences in 4-H's mission mandates of science, engineering and technology; healthy living; and citizenship; and

WHEREAS, 4-H has connected youth and their communities with the innovative research and resources from our nation's 106 land-grant universities and colleges for more than 101 years.

NOW, THEREFORE, the Cabarrus County Board of Commissioners, do hereby proclaim October 4-10, 2020, as National 4-H Week in Cabarrus County. We urge the people of this County to take advantage of the opportunity to become more aware of this special program that enhances our young people's interests in their futures as part of Cabarrus 4-H Youth Development and to join us in recognizing the unique partnership between our County and our State University System.

Adopted this 5th day of October, 2020.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Boundary Survey of Stonewall Jackson Training School Property

BRIEF SUMMARY:

County staff issued a Request for Qualifications for surveying services at the Stonewall Jackson Training School property. CESI was selected for the project and has submitted a proposal for the first phase which is a complete boundary survey of the property. A copy of that proposal is attached. Additional phases of the surveying will be presented to the Board of Commissioners as the project moves forward. In addition, an agreement with the State Property Office for reimbursement of portions of the survey cost will be presented for approval.

REQUESTED ACTION:

Motion to approve the proposal from CESI for surveying services.

Motion to approve a budget amendment in the amount of \$28,550 for this purpose with funding from the Board of Commissioners contingency budget including authorization for the Finance Director to prepare the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Surveying Proposal

Corporate License # C-0263



PROPOSAL FOR PROFESSIONAL SERVICES

September 6, 2020

JONATHAN MARSHALL
 CABARRUS COUNTY
 PROPOSAL SUBMITTED TO

DATE
 704-904-8795
 TELEPHONE

JACKSON TRAINING SCHOOL
 BOUNDARY SURVEY
 PROJECT NAME

CONCORD, NC
 PROJECT LOCATION

CESI hereby submits a proposal for professional surveying services for

JACKSON TRAINING SCHOOL
 BOUNDARY SURVEY located at CONCORD, NC

CESI will perform a boundary survey of a portion of Cabarrus County PIN: 5529-11-3504 and 5528-07-8300. See attachment for area of survey. This survey does not include topography or physical locations of structures.

(Any changes to quantities shown caused by revisions may cause a revision in the quantities and fees quoted in this proposal to reflect the new quantity. Only the items and quantities specified below are included in this proposal).

Boundary Survey	\$28,550.00
TOTAL FEE	\$28,550.00

CESI, shall submit monthly invoices for Basic Services rendered, net payable within 30 days. Invoices due after 30 days will increase at the rate of 1½% per month. Past due invoices will result in additional court cost, and attorney's fees in the amount of 15% of the amount owed.

WE PROPOSE hereby to provide professional services - complete in accordance with above specifications, for the fee of:

TWENTY EIGHT THOUSAND FIVE HUNDRED FIFTY DOLLARS

\$28,550.00

PLUS REIMBURSABLE COSTS

Reimbursable costs are defined as actual costs or incidental expenses related to the completion of the above described services (i.e. blueline prints, Xeroxed copies, postage, express mail, tax and/or orthophoto maps, long distance phone calls, etc.) Our basic services include all sets of plans necessary to gain approval and 3 sets of approved plans and specifications for owner.

All services will be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge.

Unit Prices for Additional Services will be charged at the following Hourly Rates:

1-Man Survey Crew	\$125/hr	Survey Technician	\$85/hr
2-Man Survey Crew	\$150/hr	Professional Land Surveyor	\$150/hr



V. Lynn Lippard
Cost Estimator



David L. Haywood, Jr., PLS
Vice President - Surveying

Note: This proposal may be withdrawn if not accepted within 30 days. Please sign and return original to CESI. **By signing this proposal I acknowledge that I have read and agree to the attached Professional Services Agreement -Terms and Conditions, and I also acknowledge that CESI has requested that I provide the name of the lien agent for this project.**

ACCEPTANCE OF PROPOSAL -- The above fees, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the services as specified. Payment will be made as outlined above.

COMPANY NAME: _____

ADDRESS: _____

CITY & STATE: _____

PHONE #: _____ FAX: _____

SIGNATURE: _____ DATE OF ACCEPTANCE: _____

NAME & TITLE: (PLEASE PRINT) _____

PROFESSIONAL SERVICES AGREEMENT - TERMS AND CONDITIONS

1. STANDARD OF CARE:

Data, interpretations, and recommendations by Concord Engineering & Surveying, Inc. (CESI) will be based solely on information available to CESI. CESI is responsible for those data interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the data. Services performed by CESI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members providing similar professional services currently practicing in the same area under similar conditions. No other warranty or representation, expressed or implied, is included in this Agreement.

2. RISK ALLOCATIONS

Many risks potentially affect CESI by virtue of entering into this Agreement to perform professional services on behalf of the Client. The principal risk is the potential for human error by CESI. For Client to obtain the benefit of a fee, which includes a nominal allowance for dealing with CESI's liability, Client agrees to limit CESI's liability to Client for claims arising out of CESI's performance of the services described in this Agreement. The aggregate liability of CESI will not exceed \$50,000.00 or the amount of our fee, whichever is greater, for negligent professional acts, errors, or omissions. Client agrees to indemnify and hold harmless CESI from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this Agreement are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join CESI as a third-party defendant. Parties mean Client and CESI and their officers, employees, agents, affiliates, and subcontractors.

3. DISPUTE RESOLUTION AND COSTS

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State North Carolina. In addition, CESI and Client agree to submit to the personal and exclusive jurisdiction and venue of the State of North Carolina with respect to any claims, which may arise under this Agreement. Should third-party dispute resolution be required through litigation, arbitration, or an alternative dispute resolution method, the non-prevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs in addition to whatever judgment or settlement sums may be due. Such costs shall include reasonable attorney's fees, court costs, consultant and expert witness fees, and other documented expenses as well as the value of time spent by the prevailing party and its employees to research the issues, discuss the matter with attorneys, etc. Insofar as CESI is concerned, the value of time spent shall be based on CESI's prevailing fee schedule.

4. SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel necessary for CESI to perform the services set forth in this Agreement. Client will notify any and all owners and/or occupiers of the project site that Client has granted CESI free access to the site. CESI will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of services, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

Client is responsible for accurately providing locations of all subterranean structures and utilities and wetland sensitive areas. CESI will take reasonable precautions to avoid known subterranean structures and wetland sensitive areas. Client waives any claim against CESI, and agrees to defend, indemnify, and hold CESI harmless from any claim or liability for injury or loss, including costs of defense arising from damage done to subterranean structures and utilities and, unless CESI has been contracted to delineate wetland areas on the site, to wetland sensitive areas not identified or accurately located. In addition, defense of any such claim, with compensation are to be based upon CESI's prevailing fee schedule and expense reimbursement policy.

5. SAFETY

Should CESI provide observations, evaluation, construction layout, or other services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for safety conditions on the job site, including safety of all persons and property during the performance of the services and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal service hours. Any monitoring of the contractor's procedures conducted by our company does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

6. EVALUATION

For the specified assignment, CESI will provide maps, or write reports, or report observations, or otherwise provide professional opinions to Client. No action of CESI or CESI's site representative can be construed as altering any Agreement between Client and others. CESI will report to Client any observed geotechnical engineering issues, surveying issues, or civil engineering issues (whichever may apply) which in CESI's professional opinion do not conform to plans and specifications. The CESI representative has no right to reject or stop services of any agent of the Client. Such rights are reserved solely for Client. Furthermore, CESI's presence on site does not in any way guarantee the completion or quality of the performance of the services of any party retained by Client to provide field or construction related services. CESI will not be responsible for and will not have control or change of specific means, methods, techniques, sequences, or procedures of construction or other field activities selected by any agent of the Client.

7. GEOTECHNICAL SAMPLING OR TEST LOCATION

Unless otherwise stated, the geotechnical fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

After borings are made CESI may leave the boring holes open 24 hours in order to measure delayed groundwater. After that CESI will fill boring holes with augur cuttings. Client should be aware that settlement may occur in boring holes over time and alert CESI if settlement will present a hazard that should be monitored.

8. GEOTECHNICAL SAMPLE DISPOSAL

Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests, and other drilling samples or specimens will be disposed of 60 days after submission of our report. Upon written request, we will retain test specimens for drilling samples for a mutually acceptable storage charge and period of time.

9. PROJECT AND PERSONNEL SCHEDULING

The final project schedule will be determined at the time we receive the original, executed proposal form in our offices. Within one week of the receipt of the original, executed proposal form we will contact the Client with final project schedule information. CESI reserves the right to require a 50% retainer prior to beginning services and to require the balance of our fee prior to delivery of the products of our services. Failure to make prompt payment of any retainer or fee balance may require CESI to make a revision to previously established project schedules.

In order to meet schedules for the project contemplated in this proposal, as well as other projects that our office may be doing concurrently, CESI may find it necessary to pay staff to put in overtime hours. CESI will use staff overtime as it deems appropriate for production of the project load at any given time. Due to the nature of our services, which require interaction and input with outside agencies and sub-consultants, it is impossible to determine in advance the absolute timing during the schedule period, or on individual days, of a particular project, and thus it is impossible to predict if the project will require overtime hours, or not. All fees in this proposal are presented with no overtime hours included. Any overtime actually used producing the project contemplated by this proposal will have that overtime included on the invoicing as an additional item over and above the agreed-to fee. By signing this proposal client agrees to pay any additional fees associated with overtime hours worked on this project.

10. CHANGED SUBSURFACE CONDITIONS

Client recognizes that subsurface conditions may vary from those observed at locations where borings or other field tests are performed, and that site conditions may change with time. The Client shall rely on CESI's judgment as to the continued adequacy of this Agreement in light of discoveries that were not originally contemplated by or known to CESI. Should CESI call for contract negotiations, CESI shall identify the changed conditions and the Client and CESI shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client represents that Client has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that Client has informed CESI of Client's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CESI and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of services or termination of services. CESI and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for CESI to take immediate measures to protect health and safety. Client agrees to compensate CESI for any equipment decontamination or other cost incident to the discovery of unanticipated hazardous materials.

CESI agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold CESI harmless for any and all consequences of disclosures made by CESI, which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is Client's responsibility to inform the property owner or the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, client waives any claim against CESI and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CESI harmless from any claim, liability, and/or defense costs for injury or loss arising from CESI's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any costs associated with possible reduction of the property's value.

12. TERMINATION

This Agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of the Agreement or in the event of substantial failure of performance by the other party, or if Client suspends the services for more than three (3) months. In the event of termination, CESI will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

Should CESI encounter unforeseen conditions (changed or hidden field conditions, unusual regulatory requirements, disputed property ownership, etc.) that materially affect the ability (within the established budget, schedule, and other parameters) to accomplish Client's goals, CESI will inform client of the expected impact of the unforeseen conditions and provide in written form a recommended course of action. CESI will include in the recommendation any adjustments to schedule and/or adjustments to CESI's fees required to pursue the recommended course. Client shall have seven (7) days to accept or reject CESI's recommended course of action (inclusive of adjustments to schedule and fees). In the event Client rejects CESI's recommended course of action, CESI shall have the right to terminate this Agreement, and upon CESI's termination of this Agreement pursuant to this clause, Client shall pay CESI for all services provided under this Agreement up until the date of termination.

CESI agrees that Client may terminate this agreement for convenience at anytime upon seven (7) days written notice. Upon termination for convenience Client agrees to pay CESI for all services provided under this Agreement up until the date of termination, plus reasonable termination expenses.

13. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates prepared by our firm as instruments of service pursuant to this Agreement shall be the sole property of CESI. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any document produced by our firm, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without written permission. At the request and expense of Client, we will provide Client with copies of documents created in the performance of these services for a period not exceeding five years following submission of the report or reports contemplated by this Agreement.

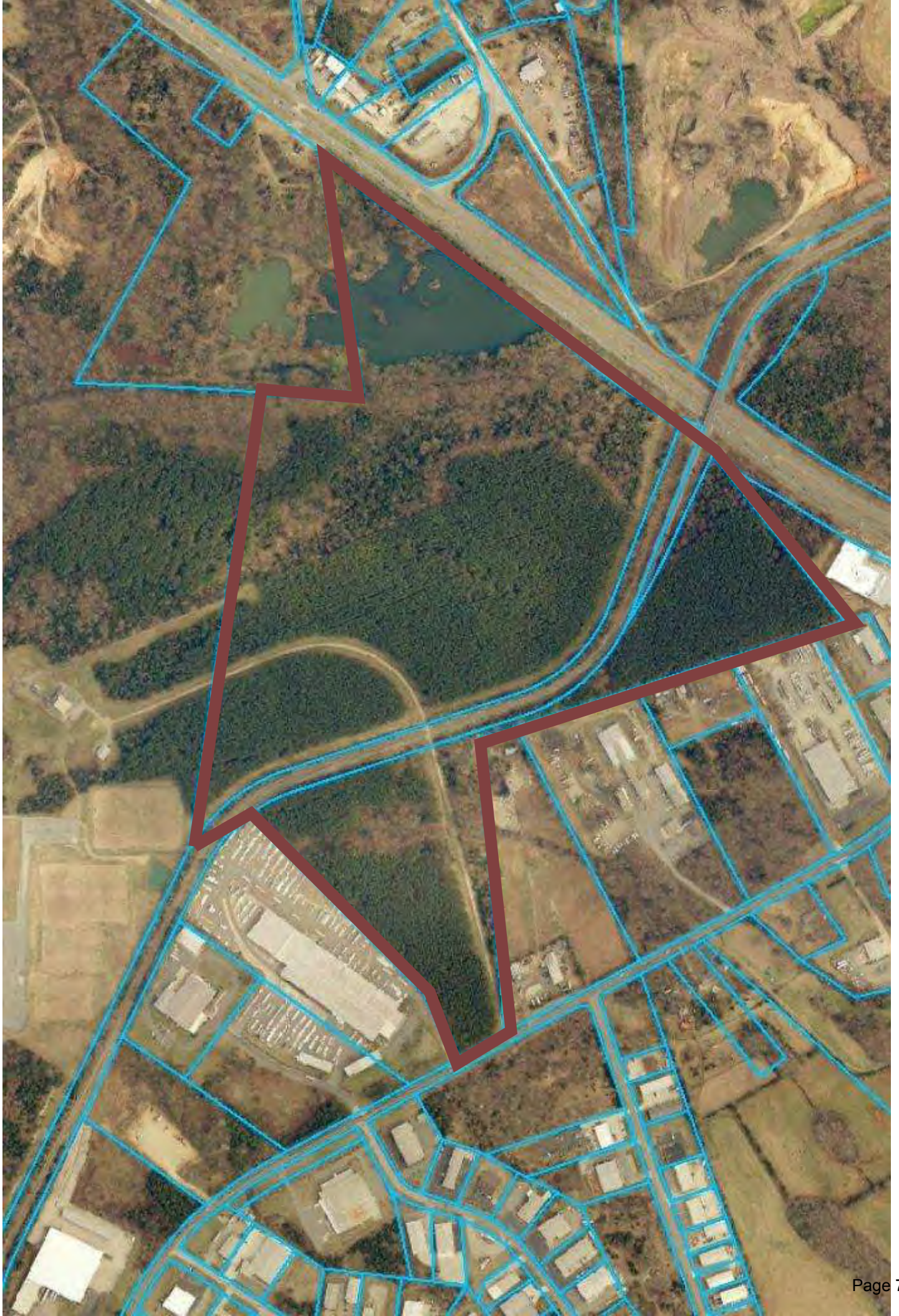
14. SEVERABILITY

Any provision of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and CESI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

15. SURVIVAL

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and CESI shall survive the completion of the services and the termination of this Agreement.





CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Economic Development Incentive Agreement with the City of Concord

BRIEF SUMMARY:

The attached document provides summary details of proposed development/redevelopment in downtown Concord. Concord has approved a Master Development Agreement (MDA) with Lansing Melbourne Group for the proposed development. The County is being asked to consider a 10 year agreement with Concord with payments based on the actual increase in tax value for the parcels being developed. In addition, the County agrees to sell a parcel of land adjacent to the County Parking Deck to Concord for its appraised value (\$165,000). The City in turn would transfer that to the development group. The County Attorney, Richard Koch, is drafting the Economic Development Incentive Agreement.

REQUESTED ACTION:

Hold a public hearing.

Motion to approve the Economic Development Incentive Agreement between Cabarrus County and the City of Concord and to Authorize the County Manager to execute the Agreement on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Project Description and Timetable

Lansing Melbourne Group Development Proposal





















Total Private Investment: ± \$50,000,000
Total Units: ± 294 Units (±151 Workforce)
Total Commercial SF: ± 15,300 SF





30 Market St. SW.

- 167 Units
- ±3,300 SF Retail Space
- 75 structured parking spaces
- Sell for \$579,000 (City Owned)
- LMG demolishes after purchase



26 Union St. S.

- ±84 Units
- ±7,100 SF Retail Space
- ±8 structured parking spaces
- Sell for \$250,000 (City Owned)
- LMG demolishes after purchase



25 Barbrick Ave. SW

- ±43 Units
- Top Floor Penthouse Units
- ±4,900 SF Commercial Space
- Sells for \$165,000 (County Owned)

Public Participation



City relocates and purchases new generator	~\$770,000.00
City relocates existing sewer line	~\$130,000.00
Payment to LMG for asbestos remediation & demolition	\$500,000.00
Total Cost	\$1,400,000.00

Demo cost breakdown: \$67,000 for asbestos remediation & \$380,000 for demolition (based on City estimates). Allows \$53,000 for demolition contingency.

Demo payment would be made through Economic Development Incentive Agreement.

Public Participation Cont.



Parking in Cabarrus County Parking Deck

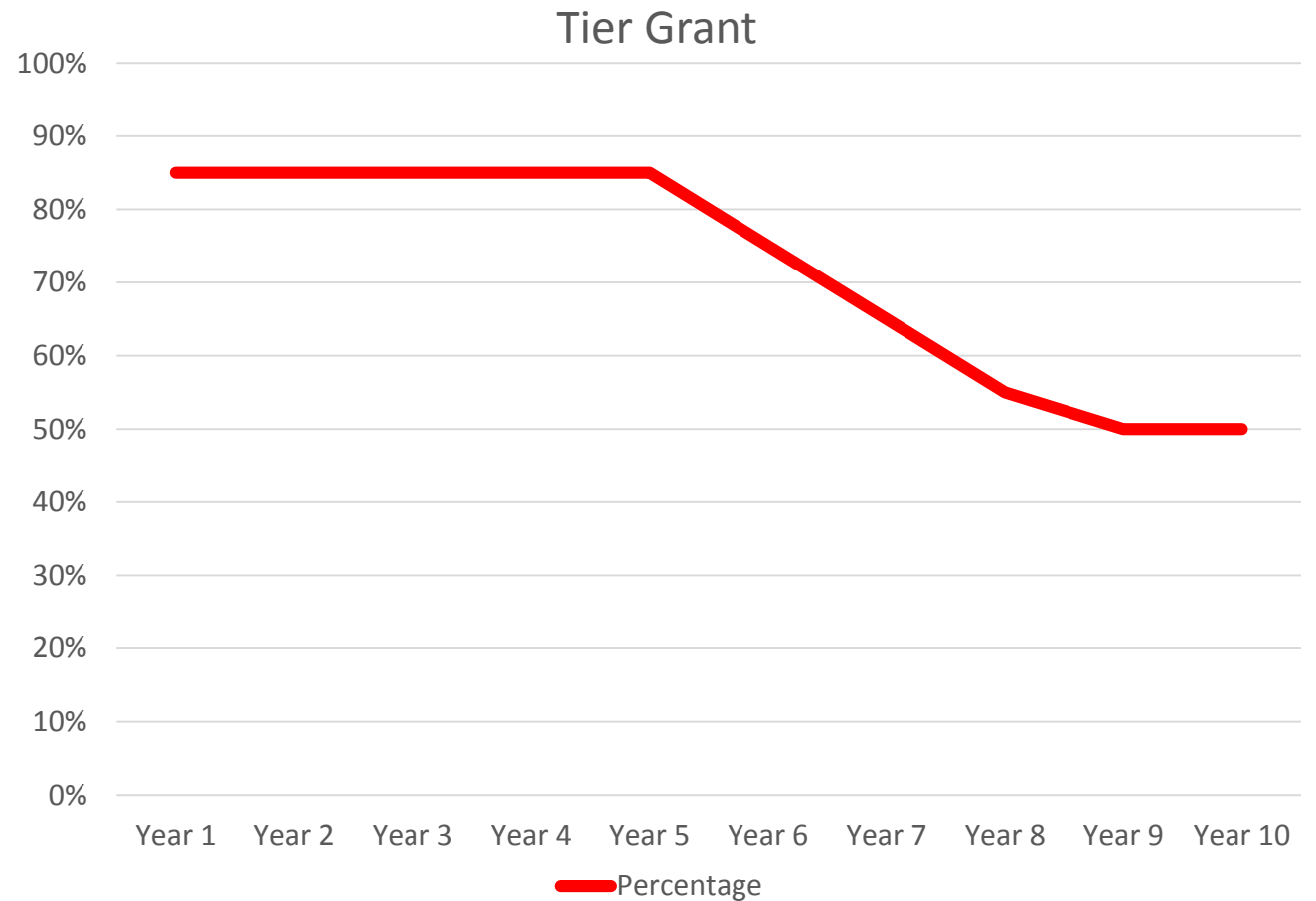
Provider	Commitment	# of Spaces
City	<u>5 PM – 8 AM</u> Every Evening & All-Day Saturday & Sunday	132
County	<u>5 PM – 8 AM</u> Every Evening & All-Day Saturday & Sunday	168
City	<u>All-Day Monday – Friday</u> Optional Paid Passes	80
County	<u>All-Day Monday – Friday</u> Optional Paid Passes	120

Day-Time Parking 8 AM – 5 PM, M-F

- 8 AM – 5 PM (Day), the City will provide 80 optional paid passes for County deck if the County implements any restrictions on deck.
- 8 AM – 5 PM (Day), the County will provide 120 optional paid passes for County deck if the County implements any restrictions on deck.
 - \$25 per pass per month for Years 1-10
 - \$30 per pass per month for Years 11-15
 - \$36 per pass per month for Years 16-20
 - Renegotiate to prevailing rate for all-day parking for Years 21-50
- Residents not required to purchase an all-day pass
- Residents without all-day passes can access public parking in decks or on street, but must abide any hourly limits and fees

City/County/MSD Tax Based Incentive

- 85% Years 1-5
- 75% Year 6
- 65% Year 7
- 55% Year 8
- 50% Year 9
- 50% Year 10



City/County/MSD Tax Based Incentive

- 10 Year Grant Totals

• City	\$1,728,000.00
• County	\$2,664,000.00
• MSD	<u>\$828,000.00</u>
• TOTAL	\$5,220,000.00

- 10 Year Net Revenue Received

• City	\$672,000.00
• County	\$1,036,000.00
• MSD	<u>\$322,000.00</u>
• TOTAL	\$2,030,000.00

- County pays the value of the actual calculated incentive payment to the City on an annual basis.
- County's payments will be tied to the infrastructure costs for the project.
- City pays LMG the eligible City incentive payment and County incentive payment
- City acts as pass through agent between the County and LMG

September 10, 2020

- **City & LMG**

- Consider amending existing Master Development Agreement

October 8, 2020

- **County & City**

- Consider approving agreement in which County will pay City annual incentive value on the three properties for downtown infrastructure.

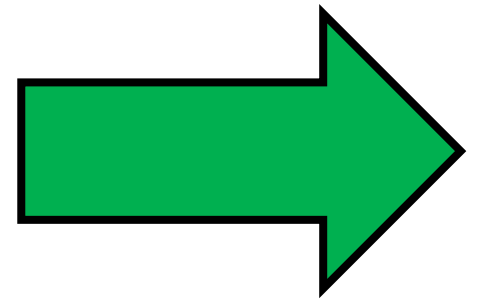
- **City & LMG**

- Consider approving agreement in which City agrees to pay a performance tax based incentive on actual city, county, and MSD taxes assessed and paid. City agrees to additional \$500,000 one-time payment for asbestos abatement and demolition of 26 Union St. S.

- **City, County, & LMG**

- Consider approving parking lease agreement detailing parking provided by County and City, fees, and opportunities to renegotiate based on market demands.

Next Steps





CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Department of Human Services - FY21 Home and Community Care Block Grant (HCCBG) Funding Plan Revision

BRIEF SUMMARY:

The FY21 Home and Community Care Block Grant (HCCBG) Funding Plan was approved by the Board of Commissioners on June 15, 2020. On September 17, 2020 the county was notified by the Centralina Area Agency on Aging of a decrease in funding for the FY21 allocation of 1.12%. Based on previous approval from the Home and Community Care Block Grant Advisory Committee, the funding for each service has been decreased by 1.12%. The new recommended funding plan is attached.

REQUESTED ACTION:

Motion to approve the FY21 HCCBG Funding Plan revision as submitted and authorize the Department of Human Services to prepare the associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Anthony Hodges, HCCBG Lead Agency Representative

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- FY21 HCCBG Funding Plan Revision

NAME AND ADDRESS COMMUNITY SERVICE PROVIDER	Home and Community Care Block Grant for Older Adults	DAAS-732 (Rev. 2/16)
Cabarrus County -combined	County Funding Plan	County <u>Cabarrus</u>
1303 S. Cannon Blvd		July 1, 2020 through June 30, 2021
Kannapolis, NC 28083	Provider Services Summary	Revision# <u>1</u> Rev Date:

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	USDA	Total	Projected	Projected	Projected	
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse Rate	HCCBG Clients	
DHS-Adult Day Care		x	\$ -	\$20,382	\$ -	\$ 20,382	\$ 2,265	\$22,647	\$ -	\$22,647	659	\$34,3468	5	
DHS-Adult Day Health		x	\$ -	\$137,206	\$ -	\$137,206	\$ 15,245	\$152,451	\$ -	\$152,451	3706	\$41.1352	27	
DHS-Congregate Nutrition		x	\$ -	\$ -	\$105,966	\$105,966	\$ 11,774	\$117,740	\$33,705	\$151,445	11157	\$10.5529	300	
DHS-IHA-II Personal Care		x	\$ -	\$63,490	\$ -	\$ 63,490	\$ 7,054	\$70,544	\$ -	\$70,544	3882	\$18.1728	12	
DHS-IHA- III - Personal Care		x	\$ -	\$126,597	\$ -	\$126,597	\$ 14,066	\$140,663	\$ -	\$140,663	6819	\$20.6284	25	
ALP-Senior Center Operation	x		\$ -	\$ -	\$88,518	\$ 88,518	\$ 9,835	\$98,353	\$ -	\$98,353	NA	\$ -	0	
PD-HHI	x		\$ -	\$ -	\$50,862	\$ 50,862	\$ 5,651	\$56,513	\$ -	\$56,513	NA	\$ -	0	
CMOW-Home Delivered Meals	x		\$ -	\$91,390	\$ -	\$ 91,390	\$ 10,154	\$101,544	\$56,251	\$157,795	16823	\$ 6.0360	100	
DHS-Transportation (G)	x		\$ 90,198	\$ -	\$ -	\$ 90,198	\$ 10,022	\$100,220	\$ -	\$100,220	5615	\$17.8479	4500	
DHS-Transportation (M)	x		\$ 98,728	\$ -	\$ -	\$ 98,728	\$ 10,970	\$109,698	\$ -	\$109,698	6146	\$17.8478	3900	
							\$ -	\$ -	\$ -	\$ -				
							\$ -	\$ -	\$ -	\$ -	0	0		
Total	////////	////////	188926	4E+05	245346	873,337	97036	970373	89956	1E+06	//////////	//////////	4969	

*Adult Day Care & Adult Day Health Care Net Service Cost			
	ADC	ADHC	
Daily Care	\$ 33.07	\$ 40.00	Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.
Administrative			
Proj Reimbursement Rate	\$ 33.07	\$ 40.00	Signature, County Finance Officer Date
Administrative %			
			Authorized Signature, Title Community Service Provider Date
			Signature, Chairman, Board of Commissioners Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - Offer for Purchase of Surplus Property

BRIEF SUMMARY:

PIN #: 56410019790000 is a property that is listed as a county asset and has been on the books since 1965. It is a vacant .21 acre tract in a residential subdivision, originally intended to be a ROW. We have recently received an offer to purchase from Mark McCormick for \$1,800. The deposit check has been received and transferred to the Finance Department.

In order to accept this offer to purchase it is required to go through the standard upset bid process. The process for upset bids is attached (G.S. 160A-269).

REQUESTED ACTION:

Motion to conditionally accept the initial bid from Mr. McCormick and commence the upset bid process.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

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

BUDGET AMENDMENT REQUIRED:

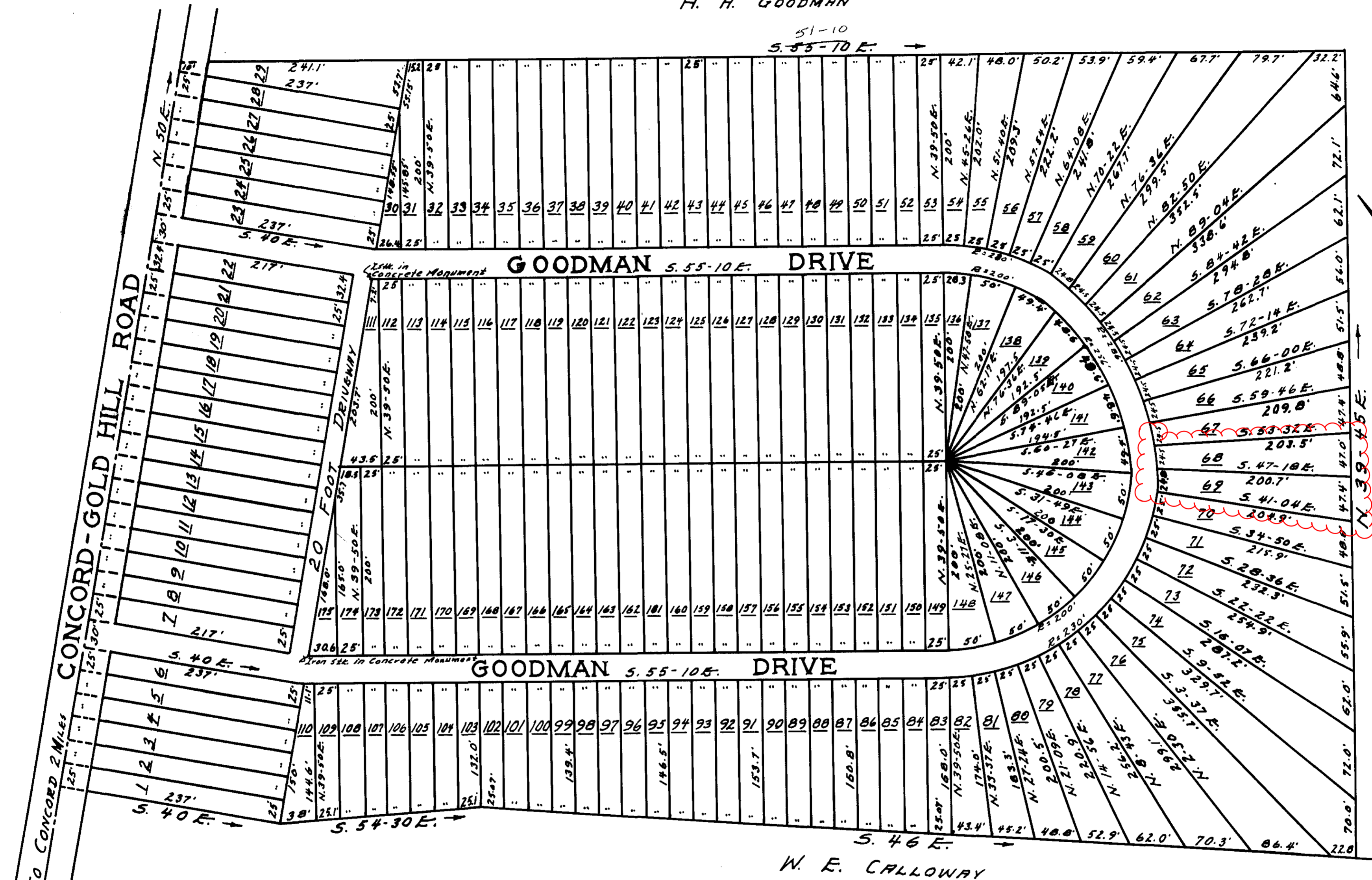
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Cold Water Hills Development Map
- ▣ Original Deed with ROW
- ▣ Aerial
- ▣ G.S. 160A-269
- ▣ Offer Letter

H. A. GOODMAN



H. A. GOODMAN

MAP OF
COLD WATER HILLS

NO. 5 TOWNSHIP, CABARRUS COUNTY, N. C.

OWNED AND DEVELOPED BY

SAMUEL & MISS ADDIE GOODMAN

SCALE: 1" = 80' — OCTOBER 21, 1948

Witness Alexander Deputy Walter L. Furr Jr.

Surveyed October 21-1948

Witness

Witness Alexander Deputy

SURVEYED BY: *Walter L. Furr Jr.*

WALTER L. FURR, JR. SURVEYOR
 CONCORD, NORTH CAROLINA

OFFICE REGISTER OF DEEDS
 CABARRUS COUNTY, N. C.
 Filed for registration on the
 26 day of Oct 1948
 at 3:10 o'clock
 and registered in record
 book No. 8 Page 68
 Register of Deeds

RECORD 345

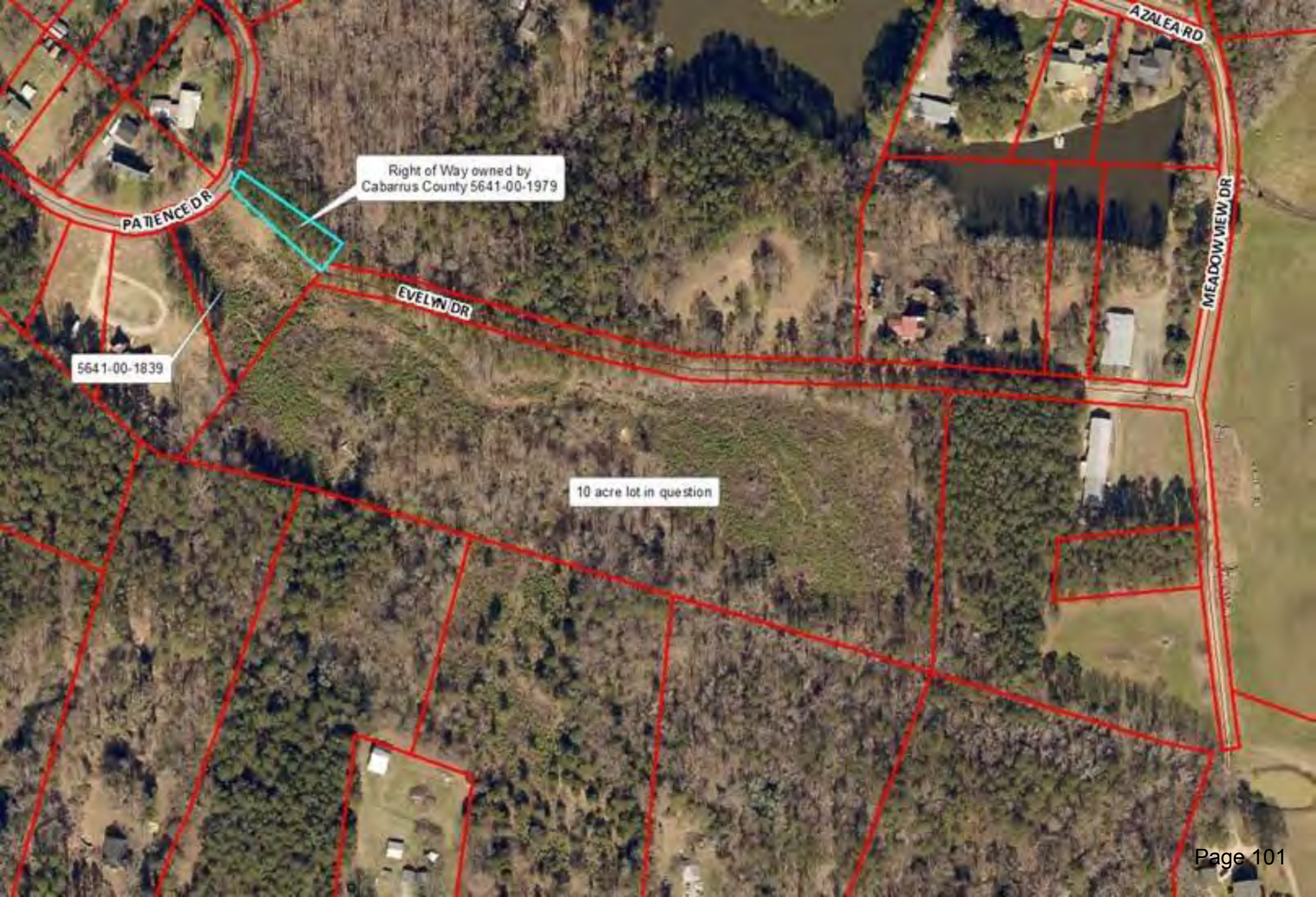
STATE OF NORTH CAROLINA—CABARRUS COUNTY

THIS INDENTURE Made this the 22 day of January in the year of our Lord one thousand nine hundred and sixty-five between John Vincent Aray and wife Laurebel R. Aray of the County of Cabarrus and State of North Carolina of the first part, and Cabarrus County, a body politic and corporate of the County of Cabarrus and State of North Carolina, of the second part:

WITNESSETH, That the said part one of the first part, for and in consideration of the sum of One DOLLAR

to the said part one of the first part in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and conveyed, and by these presents do bargain, sell and convey unto the said part two of the second part, its successors and assigns upon the condition that the same be used only for the purposes of a street, roadway or highway as the following described real estate, situate, lying and being in the County of Cabarrus and State of North Carolina, bounded as follows, to-wit: Being a strip of land in the Cold Water Hills Subdivision, No. 5 Township, in said County, more particularly described as follows:

Beginning at a point on the common line of the Cold Water Hills Subdivision as said subdivision is shown on a map thereof of record in the office of the Register of Deeds for said Cabarrus County in Map Book 8, page 68 and the Evelyn Park Subdivision as shown on a map thereof of record in said Registry in Map Book 8, page 73, said point being also on the northern edge of Evelyn Drive as said drive is shown on the map of Evelyn Park, recorded as aforesaid, and said point being also the southwestern corner of Lot No. 28, Block "A" of Evelyn Park as shown on the map of that subdivision recorded as aforesaid; thence leaving said beginning point and in a northwesterly direction in a straight line 203.5 feet more or less to a point, a common corner of Lots Nos. 67 and 68 of the Cold Water Hills Subdivision as shown on the map hereinbefore referred to, said point being also on the eastern side of Goodman Drive as shown on said map of Cold Water Hills; thence with the eastern edge of Goodman Drive in a southerly direction 24.5 feet to a common corner of Lots Nos. 68 and 69 of Cold Water Hills as shown on said recorded map; thence with a line common to Lots Nos. 68 and 69 of Cold Water Hills S. 47-18 E. 200.7 feet more or less to the eastern line of the Cold Water Hills Subdivision as shown on said map; thence with the Cold Water Hills Subdivision line N. 39-45 E. to the point and place of Beginning, and being a part of the real estate conveyed to the parties of the first part hereof by E. J. Harbison and wife Kate Shaw Harbison and Katherine Harbison by deed dated the 3rd day of October 1963 and of record in the office of said Register of Deeds in Deed Book 332, page 211. It is a condition of this conveyance that should the hereinbefore described real estate be used for other than street, road or highway purposes within the period of twenty years from the date hereof, then the title thereto shall revert to and vest in the parties of the first part their heirs and assigns.



Right of Way owned by
Cabarrus County 5641-00-1979

5641-00-1839

10 acre lot in question

Article 12.

Sale and Disposition of Property.

§ 160A-265. Use and disposal of property.

In the discretion of the council, a city may: (i) hold, use, change the use thereof to other uses, or (ii) sell or dispose of real and personal property, without regard to the method or purpose of its acquisition or to its intended or actual governmental or other prior use. (1981 (Reg. Sess., 1982), c. 1236.)

§ 160A-266. Methods of sale; limitation.

(a) Subject to the limitations prescribed in subsection (b) of this section, and according to the procedures prescribed in this Article, a city may dispose of real or personal property belonging to the city by:

- (1) Private negotiation and sale;
- (2) Advertisement for sealed bids;
- (3) Negotiated offer, advertisement, and upset bid;
- (4) Public auction; or
- (5) Exchange.

(b) Private negotiation and sale may be used only with respect to personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of similar items. Real property, of any value, and personal property valued at thirty thousand dollars (\$30,000) or more for any one item or group of similar items may be exchanged as permitted by G.S. 160A-271, or may be sold by any method permitted in this Article other than private negotiation and sale, except as permitted in G.S. 160A-277 and G.S. 160A-279.

Provided, however, a city may dispose of real property of any value and personal property valued at thirty thousand dollars (\$30,000) or more for any one item or group of similar items by private negotiation and sale where (i) said real or personal property is significant for its architectural, archaeological, artistic, cultural or historical associations, or significant for its relationship to other property significant for architectural, archaeological, artistic, cultural or historical associations, or significant for its natural, scenic or open condition; and (ii) said real or personal property is to be sold to a nonprofit corporation or trust whose purposes include the preservation or conservation of real or personal properties of architectural, archaeological, artistic, cultural, historical, natural or scenic significance; and (iii) where a preservation agreement or conservation agreement as defined in G.S. 121-35 is placed in the deed conveying said property from the city to the nonprofit corporation or trust. Said nonprofit corporation or trust shall only dispose of or use said real or personal property subject to covenants or other legally binding restrictions which will promote the preservation or conservation of the property, and, where appropriate, secure rights of public access.

(c) A city council may adopt regulations prescribing procedures for disposing of personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of items in substitution for the requirements of this Article. The regulations shall be designed to secure for the city fair market value for all property disposed of and to accomplish the disposal efficiently and economically. The regulations may, but need not, require published notice, and may provide for either public or private exchanges and sales. The council may authorize one or more city officials to declare surplus any personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of items, to set its fair market value, and to convey title to the property for the city in accord with the regulations. A city official authorized under this section to dispose of property shall keep a record of all property sold under this section and that record shall generally describe the property sold or exchanged, to whom it was sold, or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

(d) A city may discard any personal property that: (i) is determined to have no value; (ii) remains unsold or unclaimed after the city has exhausted efforts to sell the property using any applicable

procedure under this Article; or (iii) poses a potential threat to the public health or safety. (1971, c. 698, s. 1; 1973, c. 426, s. 42.1; 1983, c. 130, s. 1; c. 456; 1987, c. 692, s. 2; 1987 (Reg. Sess., 1988), c. 1108, s. 9; 1997-174, s. 6; 2001-328, s. 4; 2005-227, s. 3.)

§ 160A-267. Private sale.

When the council proposes to dispose of property by private sale, it shall at a regular council meeting adopt a resolution or order authorizing an appropriate city official to dispose of the property by private sale at a negotiated price. The resolution or order shall identify the property to be sold and may, but need not, specify a minimum price. A notice summarizing the contents of the resolution or order shall be published once after its adoption, and no sale shall be consummated thereunder until 10 days after its publication. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 24.)

§ 160A-268. Advertisement for sealed bids.

The sale of property by advertisement for sealed bids shall be done in the manner prescribed by law for the purchase of property, except that in the case of real property the advertisement for bids shall be begun not less than 30 days before the date fixed for opening bids. (1971, c. 698, s. 1.)

§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)

§ 160A-270. Public auction.

(a) Real Property. – When it is proposed to sell real property at public auction, the council shall first adopt a resolution authorizing the sale, describing the property to be sold, specifying the date, time, place, and terms of sale, and stating that any offer or bid must be accepted and confirmed by the council before the sale will be effective. The resolution may, but need not, require the highest bidder at the sale to make a bid deposit in a specified amount. The council shall then publish a notice of the sale at least once and not less than 30 days before the sale. The notice shall contain a general description of the land sufficient to identify it, the terms of the sale, and a reference to the authorizing resolution. After bids have been received, the highest bid shall be reported to the council, and the council shall accept or reject it within 30 days thereafter. If the bid is rejected, the council may readvertise the property for sale.

(b) Personal Property. – When it is proposed to sell personal property at public auction, the council shall at a regular council meeting adopt a resolution or order authorizing an appropriate city official to dispose of the property at public auction. The resolution or order shall identify the property to be sold and set out the date, time, place, and terms of the sale. The resolution or order (or a notice summarizing its contents) shall be published at least once and not less than 10 days before the date of the auction.

(c) The council may conduct auctions of real or personal property electronically by authorizing the establishment of an electronic auction procedure or by authorizing the use of existing private or public electronic auction services. Notice of an electronic auction of property shall identify, in addition to the information required in subsections (a) and (b) of this section, the electronic address where information about the property to be sold can be found and the electronic address where electronic bids may be posted. Notice may be published in a newspaper having general circulation in the political subdivision or by electronic means, or both. A decision to publish notice solely by electronic means for a particular

auction or for all auctions under this subsection shall be approved by the governing board of the political subdivision. Except as provided in this subsection, all requirements of subsections (a) and (b) of this section apply to electronic auctions. (1971, c. 698, s. 1; 1973, c. 426, s. 43; 2001-328, s. 5; 2005-227, s. 4; 2006-264, s. 74.)

§ 160A-271. Exchange of property.

A city may exchange any real or personal property belonging to the city for other real or personal property by private negotiation if the city receives a full and fair consideration in exchange for its property. A city may also exchange facilities of a city-owned enterprise for like facilities located within or outside the corporate limits. Property shall be exchanged only pursuant to a resolution authorizing the exchange adopted at a regular meeting of the council upon 10 days' public notice. Notice shall be given by publication describing the properties to be exchanged, stating the value of the properties and other consideration changing hands, and announcing the council's intent to authorize the exchange at its next regular meeting. (1971, c. 698, s. 1; 1973, c. 426, s. 42.1.)

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

(a) Any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine, but not for longer than 10 years (except as otherwise provided herein) and only if the council determines that the property will not be needed by the city for the term of the lease. In determining the term of a proposed lease, periods that may be added to the original term by options to renew or extend shall be included. Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 10 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the council's intent to authorize the lease or rental at its next regular meeting.

(b) No public notice need be given for resolutions authorizing leases or rentals for terms of one year or less, and the council may delegate to the city manager or some other city administrative officer authority to lease or rent city property for terms of one year or less. Leases for terms of more than 10 years shall be treated as a sale of property and may be executed by following any of the procedures authorized for sale of real property.

(c) **(Effective until June 30, 2015)** The council may approve a lease for the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 20 years without treating the lease as a sale of property and without giving notice by publication of the intended lease. This subsection applies to Catawba, Mecklenburg, and Wake Counties, the Cities of Asheville, Raleigh, and Winston-Salem, and the Towns of Apex, Carrboro, Cary, Chapel Hill, Fuquay-Varina, Garner, Holly Springs, Knightdale, Morrisville, Rolesville, Wake Forest, Wendell, and Zebulon only.

(c) **(Effective June 30, 2015)** The council may approve a lease for the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 20 years without treating the lease as a sale of property and without giving notice by publication of the intended lease. This subsection applies to Catawba, Mecklenburg, and Wake Counties, the Cities of Raleigh and Winston-Salem, and the Towns of Apex, Cary, Fuquay-Varina, Garner, Holly Springs, Knightdale, Morrisville, Rolesville, Wake Forest, Wendell, and Zebulon only. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 26; 2009-149, ss. 2, 3; 2010-57, s. 2; 2010-63, s. 2(b); 2011-150, s. 1.)

§ 160A-272.1. Lease of utility or enterprise property.

Subject to G.S. 160A-321, a city-owned utility or public service enterprise, or part thereof, may be leased. (1979, 2nd Sess., c. 1247, s. 27.)

§ 160A-273. Grant of easements.

A city shall have authority to grant easements over, through, under, or across any city property or the right-of-way of any public street or alley that is not a part of the State highway system. Easements in a street or alley right-of-way shall not be granted if the easement would substantially impair or hinder

the use of the street or alley as a way of passage. A grant of air rights over a street right-of-way or other property owned by the city for the purpose of erecting a building or other permanent structure (other than utility wires or pipes) shall be treated as a sale of real property, except that a grant of air rights over a street right-of-way for the purpose of constructing a bridge or passageway between existing buildings on opposite sides of the street shall be treated as a grant of an easement. (1971, c. 698, s. 1.)

§ 160A-274. Sale, lease, exchange and joint use of governmental property.

(a) For the purposes of this section, "governmental unit" means a city, county, school administrative unit, sanitary district, fire district, the State, or any other public district, authority, department, agency, board, commission, or institution.

(b) Any governmental unit may, upon such terms and conditions as it deems wise, with or without consideration, exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property.

(c) Action under this section shall be taken by the governing body of the governmental unit. Action hereunder by any State agency, except the Department of Transportation, shall be taken only after approval by the Department of Administration. Action with regard to State property under the control of the Department of Transportation shall be taken by the Department of Transportation or its duly authorized delegate. Provided, any county board of education or board of education for any city administrative unit may, upon such terms and conditions as it deems wise, lease to another governmental unit for one dollar (\$1.00) per year any real property owned or held by the board which has been determined by the board to be unnecessary or undesirable for public school purposes. (1969, c. 806; 1971, c. 698, s. 1; 1973, c. 507, s. 5; 1975, c. 455; c. 664, s. 9; c. 879, s. 46; 1977, c. 464, s. 34; 2001-328, s. 6.)

§ 160A-275. Warranty deeds.

Any city, county, or other municipal corporation is authorized to execute and deliver deeds to any real property with full covenants of warranty, without regard to how the property was acquired, when, in the opinion of the governing body, it is in the best interest of the city, county, or other municipal corporation to convey by warranty deed. Members of the governing boards of counties, cities, and other municipal corporations are hereby relieved of any personal or individual liability by reason of the execution of warranty deeds to governmentally owned property unless they act in fraud, malice, or bad faith. (1945, c. 962; 1955, c. 935; 1969, cc. 48, 223, 332; c. 1003, s. 5; 1971, c. 698, s. 1.)

§ 160A-276. Sale of stocks, bonds, and other securities.

A city may sell through a broker without complying with the preceding sections of this Article shares of common and preferred stock, bonds, options, and warrants or other rights with respect to stocks and bonds, and other securities, when the stock, bond, or other right or security has an established market and is traded in the usual course of business on a national stock exchange or over-the-counter by reputable brokers and securities dealers. The city may pay the usual fees and taxes incident to such transactions. Nothing in this section authorizes a city to deal in its own bonds in any manner inconsistent with Chapter 159 of the General Statutes, nor to invest in any securities not authorized by G.S. 159-30. (1973, c. 426, s. 44.)

§ 160A-277. Sale of land to volunteer fire departments and rescue squads; procedure.

(a) A city, upon such terms and conditions as it deems wise, with or without monetary consideration may lease, sell or convey to a volunteer fire department or to a volunteer rescue squad any land or interest in land, for the purpose of constructing or expanding fire department or rescue squad facilities, if the volunteer fire department or volunteer rescue squad provides fire protection or rescue services to the city.

(b) Any lease, sale or conveyance under this section must be approved by the city council by resolution adopted at a regular meeting of the council upon 10 days' public notice. Notice shall be given by publication describing the property to be leased or sold, stating the value of the properties, the

proposed monetary consideration or lack thereof, and the council's intent to authorize the lease, sale or conveyance. (1979, c. 583.)

§ 160A-278. Lease of land for housing.

A city may lease land upon such terms and conditions as it deems wise to any person, firm or corporation who will use the land to construct housing for the benefit of persons of low income, or moderate income, or low and moderate income. Such a housing project may also provide housing to persons of other than low or moderate income, as long as at least twenty percent (20%) of the units in the project are set aside for the exclusive use of persons of low income. Despite the provisions of G.S. 160A-272, a lease authorized pursuant to this section may be made by private negotiation and may extend for longer than 10 years. Property may be leased under this section only pursuant to a resolution of the council authorizing the execution of the lease adopted at a regular council meeting upon 10 days' public notice. Notice shall be given by publication describing the property to be leased, stating the value of the property, stating the proposed consideration for the lease, and stating the council's intention to authorize the lease. (1987, c. 464, s. 9.)

§ 160A-279. Sale of property to entities carrying out a public purpose; procedure.

(a) Whenever a city or county is authorized to appropriate funds to any public or private entity which carries out a public purpose, the city or county may, in lieu of or in addition to the appropriation of funds, convey by private sale to such an entity any real or personal property which it owns; provided no property acquired by the exercise of eminent domain may be conveyed under this section; provided that no such conveyance may be made to a for-profit corporation. The city or county shall attach to any such conveyance covenants or conditions which assure that the property will be put to a public use by the recipient entity. The procedural provisions of G.S. 160A-267 shall apply. Provided, however, that a city or county may convey to any public or private entity, which is authorized to receive appropriations from a city or county, surplus automobiles without compensation or without the requirement that the automobiles be used for a public purpose. Provided, however, this conveyance is conditioned upon conveyance by the public or private entity to Work First participants selected by the county department of social services under the rules adopted by the local department of social services. In the discretion of the public or private entity to which the city or county conveys the surplus automobile, when that entity conveys the vehicle to a Work First participant it may arrange for an appropriate security interest in the vehicle, including a lien or lease, until such time as the Work First participant satisfactorily completes the requirements of the Work First program. This subsequent conveyance by the public or private entity to the Work First participant may be without compensation. The participant may be required to pay for license, tag, and/or title.

(b) Notwithstanding any other provision of law, this section applies only to cities and counties and not to any other entity which this Article otherwise applies to.

(c) Repealed by Session Laws 1993, c. 491, s. 1.

(d) This section does not limit the right of any entity to convey property by private sale when that right is conferred by another law, public, or local. (1987, c. 692, s. 1; 1993, c. 491, s. 1; 1998-195, s. 1.)

§ 160A-280. Donations of personal property to other governmental units.

(a) A city may donate to another governmental unit within the United States, a sister city, or a nonprofit organization incorporated by (i) the United States, (ii) the District of Columbia, or (iii) one of the United States, any personal property, including supplies, materials, and equipment, that the governing board deems to be surplus, obsolete, or unused. The governing board of the city shall post a public notice at least five days prior to the adoption of a resolution approving the donation. The resolution shall be adopted prior to making any donation of surplus, obsolete, or unused personal property. For purposes of this section a sister city is a city in a nation other than the United States that has entered into a formal, written agreement or memorandum of understanding with the donor city for the purposes of establishing a long term partnership to promote communication, understanding, and

goodwill between peoples and to develop mutually beneficial activities, programs, and ideas. The agreement or memorandum of understanding establishing the sister city relationship shall be signed by the mayors or chief elective officer of both the donor and recipient cities.

(b) For the purposes of this section, the term "governmental unit" shall have the same meaning as defined by G.S. 160A-274(a) and shall include North Carolina charter schools.

(c) The authority granted to a city under this section is in addition to any authority granted under any other provision of law. (2007-430, s. 1; 2009-141, ss. 1, 2, 3.)

September 17, 2020

Cabarrus County Governmental Center
Mr. Kyle Bilafer
Area Manager of Operations
Cabarrus County Manager's Office
65 Church Street, South
Concord, NC 28025

Re: Right of Way Evelyn Dr at Patience Dr connecting Patience Dr to Evelyn Drive . pin #5641 00
1979.

OFFER LETTER

Dear Mr. Bilafer,

This letter is to notify you of my offer for the Right of Way Evelyn Dr at Patience Dr.

I will offer \$1,800 for this ROW property.

Parcels have common ownership, driveway access is needed.

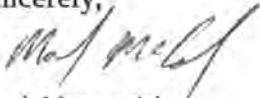
5641-00-7631-0000, lots 1-22 Klutz-Evelyn Dr

5641-00-5282-0000, Lot 9 part 7 block B Cook prop Hwy 73

5641-00-1839-0000, lots 70-73 & part of 69 Patience Dr

If you have any questions or concerns, please notify me via email at markmccormick7878@gmail.com
or 704-309-2848 mobile number.

Sincerely,



Mark McCormick
704-309-2848

=====
Correspondence:

From: Susie Morris <SAMorris@cabarruscounty.us> Sent: Friday, September 11, 2020 4:40 PM To: Mark McCormick <markmccormick7878@gmail.com> Cc: wshinn@usa.net; Kyle Bilafer <KDBilafer@cabarruscounty.us>
Subject: RE: Highway 73 and Patience Dr 17 acres

It appears that the county does indeed own that property and the original deed intended for it to be a road ROW. If you would like to discuss purchasing the property to make the connection for Evelyn to be opened/constructed, you can reach out to Kyle Bilafer. He is the Area Manager of Operations for the County. He can explain what the process would be for the county to sell the parcel. Mr. Bilafer is copied on this email and can also be contacted at (704)920-3201.

Since Cabarrus County does not build or maintain roads, you would work with NCDOT on construction of the road and dedication of the ROW if opened for public use. The county does allow private roads if the road is built to the public standard and a road maintenance agreement executed between the adjacent property owners using it for access. Regards, Susie

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning and Development - Dissolution of the Watershed Improvement Commission

BRIEF SUMMARY:

The Cabarrus County Watershed Improvement Commission was established by the Cabarrus County Board of Commissioners on February 6, 1967 to promote conservation of the watershed in Cabarrus County and to enforce state statutes and county ordinances concerning erosion control. Over the years, the responsibilities of this board changed with the changes in state and local programs related to stream clearing and erosion control. Since the county relinquished the erosion control program back to the state of North Carolina, the board has listened to flooding and erosion complaints, but has no role or resources for assisting those citizens. Flooding issues and erosion control issues are handled by different federal, state and local agencies. Since the board has no true responsibilities any longer, staff is seeking dissolution of this board and thanks the members who have been serving.

REQUESTED ACTION:

Motion to adopt the resolution.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, AICP
Planning and Development Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Resolution



RESOLUTION DISSOLVING THE WATERSHED IMPROVEMENT COMMISSION

WHEREAS, the Cabarrus County Watershed Improvement Commission was established by this Board on February 6, 1967 to promote conservation of the watershed in Cabarrus County and to enforce State statutes and County ordinances concerning erosion control;

WHEREAS, Cabarrus County decided to turn enforcement of erosion control laws over to the State some years ago and laid off its employees that performed those inspections;

WHEREAS, this left the Watershed Improvement Commission without any continuing legal function and without any additional work to do.

NOW, THEREFORE, BE IT RESOLVED by the Cabarrus County Board of Commissioners, that:

1. The Watershed Improvement Commission of Cabarrus County is hereby dissolved.
2. The current members of the Commission are hereby relieved of their duties on this Commission and are thanked for their service.
3. All expense money and other amounts due to the Commissioners which have not been paid shall be immediately paid.

ADOPTED this 19TH day of October, 2020.

Stephen M. Morris, Chairman
Board of Commissioners

Attest:

Lauren Linker, Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning and Development - Soil and Water Conservation District Board - Applications for Farmland Preservation Grants

BRIEF SUMMARY:

The Soil and Water Conservation District Board intends to apply for state and federal Farmland Preservation Grants to purchase development rights for permanent agricultural conservation easements on two farms.

Farmland Preservation supports goals of both the Board of Commissioners, and the Soil and Water Conservation District Board by improving the quality of life for county citizens. Permanently protecting farmland ensures the land base necessary for the county's agricultural economy, while simultaneously keeping the tax burden low by maximizing the amount of land acreage where the cost of county services is lowest. The Soil and Water Conservation District Board has previously applied for and received grant funding to preserve a total of 360 acres of farmland.

Any contracts or cooperative agreements associated with successful grant applications will be submitted to the county for approval.

REQUESTED ACTION:

Motion to authorize the Soil and Water Conservation District Board to submit one or more applications to the North Carolina Agricultural Development and Farmland Preservation Program Trust Fund, the United States Department of Agriculture, and the Natural Resources Conservation Service's Agricultural Conservation Easement Program for funds to preserve land on two farms with conservation easements.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Daniel McClellan, Senior Resource Conservation Specialist

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - NC Governor's Highway Safety Program Bike Safe Grant

BRIEF SUMMARY:

This grant was previously approved by the Cabarrus County Board of Commissioners and requires yearly approval from the Board.

The grant is a NC GHSP Bike Safe grant which provides \$5,000 to the Sheriff's Office to help provide advice and to assess skills to NC residents that operate motorcycles on North Carolina roadways.

This training also allows the Sheriff's Office to build up points within the Governor's Highway Safety Program which the Office can use to obtain traffic safety equipment at no cost to the County. There is no matching local requirement for this grant.

The grant award and budget amendment were accepted and approved at the September 21, 2020 regular meeting. The attached resolution is required.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to adopt the resolution.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Chief Deputy James N. Bailey

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Bike Safety Grant Amendment
- ▣ Resolution

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

- Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

PURPOSE: In Fiscal Year 2016 the Cabarrus County Sheriff's Office applied for and received funding through the Governor's Highway Safety Program (GHSP) a Bike Safe Grant for increase training on motorcycle safety throughout the State. Lt. Aaron Rankin, of the Cabarrus County Sheriff's Office is the program coordinator and organizers for BikeSafeNC in our region of North Carolina. This is the fifth year for the five (5) year. This request asks for approval of the budget revenue and expense for year five of this grant. There is no match required of the county. Required to create a budget for revenue and expense related to the BikeSafeNC Grant beginning 10/1/2020.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2110-6606-GHSP	Governor's Highway Safety Program Grant (Revenue)	-	5,000.00	-	5,000.00
001	9	2110-9333-GHSP	Governor's Highway Safety Program Grant (Expenditure)	-	5,000.00	-	5,000.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
Total							0.00

Budget Officer

Approved

Denied

County Manager

Approved

Denied

Board of Commissioners

Approved

Denied

Signature

Date

Signature

Date

Signature

Date

North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the _____ (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that _____ (The Governing Body of the Agency)

_____ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE _____ IN OPEN MEETING ASSEMBLED IN THE CITY OF _____, NORTH CAROLINA,

(Governing Body)

THIS ____ DAY OF _____, 20 ____, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That _____ is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ _____ to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
(Name and Title of Representative)
(Federal Dollar Request)
3. That the Governing Body has formally appropriated the cash contribution of \$ _____ as required by the project contract; and
(Local Cash Appropriation)
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____ (Chairperson/Mayor)

ATTESTED BY _____ (Clerk)

SEAL

DATE _____

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 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 October 19, 2020 regular meeting is attached.

REQUESTED ACTION:

Motion to approve the agenda for the October 19, 2020 regular meeting as presented, including scheduling 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 October 19, 2020 Regular Meeting Agenda

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**October 19, 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

1. BOC - Red Ribbon Week 2020 Proclamation
2. Planning and Development - Weatherization Day 2020
3. Veterans Services - Veterans Day Proclamation

D. INFORMAL PUBLIC COMMENTS

E. OLD BUSINESS

F. CONSENT AGENDA

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

1. Appointments and Removals - Cabarrus County Youth Commission
2. Appointments - Nursing Home Community Advisory Committee

3. Cooperative Extension - Memorial Tree at Cooperative Extension
4. Infrastructure and Asset Management - Offer for Purchase of Surplus Property
5. Planning and Development - Dissolution of the Watershed Improvement Commission
6. County Manager - Boundary Survey of Stonewall Jackson Training School Property
7. Department of Human Services - FY21 Home and Community Care Block Grant (HCCBG) Funding Plan Revision
8. Planning and Development - Soil and Water Conservation District Board - Applications for Farmland Preservation Grants
9. Sheriff's Office - Request to Award a Service Weapon to Lieutenant David Allred Upon Retirement
10. Tax Administration - Refund and Release Reports – September 2020

G. NEW BUSINESS

1. County Manager - Economic Development Incentive Agreement with the City of Concord

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 - September 2020 Monthly Summary Report
6. Finance - Monthly Financial Update

I. GENERAL COMMENTS BY BOARD MEMBERS

J. WATER AND SEWER DISTRICT OF CABARRUS COUNTY

K. CLOSED SESSION

L. ADJOURN

Scheduled Meetings

October 21	Cabarrus Summit	6:00 p.m.	Cabarrus Arena
November 2	Work Session	4:00 p.m.	Multipurpose Room
November 16	Regular Meeting	6:30 p.m.	BOC Meeting Room
December 7	Organizational Meeting	6:00 p.m.	BOC Meeting Room
December 7	Work Session	6:15 p.m.	BOC Meeting Room
December 21	Regular Meeting	6:30 p.m.	BOC Meeting Room

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

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

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

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

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

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**October 5, 2020
4:00 PM**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation and Economic Development

BRIEF SUMMARY:

A closed session is needed to discuss matters related to pending litigation and Economic Development as authorized by NCGS 143-318.11(a)(3) and (4).

REQUESTED ACTION:

Motion to go into closed session to discuss matters related to pending litigation and Economic Development as authorized by NCGS 143-318.11(a)(3) and (4).

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
