

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**November 2, 2020  
4:00 PM**

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### **1. CALL TO ORDER - CHAIRMAN**

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

### **3. DISCUSSION ITEMS - NO ACTION**

3.1. County Manager - Lease/Purchase Agreement with The Conservation Fund Pg. 3

3.2. County Manager - Nonprofit Resiliency Grant Awards Pg. 9

3.3. Innovation and Technology - Innovation Report Pg. 13

### **4. DISCUSSION ITEMS FOR ACTION**

4.1. Active Living and Parks - FY21 Matching Incentive Grants - Second Round Pg. 15

4.2. BOC - Appointments to Boards and Committees Pg. 29

4.3. County Manager - Ad Hoc Modification to the Central Area Plan Interlocal Agreement Pg. 31

4.4. County Manager - Cabarrus County Schools Student Device Lease Agreement Pg. 36

4.5. County Manager - Parking Agreement with City of Concord Pg. 40

4.6. DHS - Transportation 5307 Grant - Public Hearing 6:30 p.m. Pg. 59

4.7. DHS - Transportation FY22 Community Transportation Administrative Grant - Public Hearing 6:30 p.m. Pg. 95

4.8. DHS - Transportation FY22 Community Transportation Capital Grant - Public Hearing 6:30 p.m. Pg. 129

4.9. Fair - Powers Great American Midways Renewal Agreement Pg. 163

4.10. Finance - Update of County Capital Projects Fund for Frank Liske Park Barn & Silo Insurance Proceeds Pg. 183

4.11. Infrastructure and Asset Management - Offer for Purchase of Surplus Property Pg. 190

4.12. Planning and Development Department - Planning and Zoning Fee Schedule Update Pg. 202

4.13. Register of Deeds - Refund of Excise Tax Pg. 206

### **5. APPROVAL OF REGULAR MEETING AGENDA**

5.1. BOC - Approval of Regular Meeting Agenda Pg. 214

### **6. CLOSED SESSION**

**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

**November 2, 2020  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

County Manager - Lease/Purchase Agreement with The Conservation Fund

**BRIEF SUMMARY:**

A memorandum is attached that provides details about the acquisition of land for a future Northeast Cabarrus Park and conservation property.

**REQUESTED ACTION:**

Receive input.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Jonathan B. Marshall, Deputy County Manager

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- ▢ Memorandum
- ▢ Northeast Cabarrus Park CIP

- ▣ Map
- ▣ Map



# Memo

**To:** Board of Commissioners  
**From:** Jonathan B. Marshall, Deputy County Manager  
**CC:** Michael K. Downs, County Manager  
**Date:** 10/27/2020  
**Re:** Eastern/Northeastern Cabarrus park land and open space

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The Cabarrus County Capital Improvement Plan (CIP) includes the Northeast Area Park Project. That project has evolved over the last few years and we are now ready to recommend a plan to acquire property for that purpose.

County staff worked with Catawba Lands Conservancy (CLC) on the possible acquisition of the Buffalo Creek Preserve off of Mt. Pleasant Road south. Although those discussions were very positive, it became apparent that the land was already being preserved by CLC, had a higher cost of acquisition than originally anticipated and did not fully meet the needs for the Northeastern Park. As a result, we felt it was best to consider other parcels that would more fully meet our needs and allow for the conservation of more property in the County.

The Soil & Water Conservation Board and Board of Commissioners both adopted a Natural Heritage Inventory for Cabarrus County. That plan was used as a guide to consider parcels that contained unique natural areas and communities that are most critical for conservation and protection. An area lying north of NC 49 and between St. Stephens Church and North Lentz Harness Shop Roads was identified using that resource. The 615 parcel had recently been proposed for large lot development and then listed for sale. County staff worked with the Three Rivers Land Trust and The Conservation Fund to study the property and to formulate an offer for purchase. The Conservation Fund recently concluded those negotiations and has entered into a contract to purchase with the seller.

The parcel is a mix of property in cultivation and wooded areas with the latter being most prominent. The Natural Heritage Inventory process identified areas of upland bogs that are unique to the Uwharrie region. This assembled parcel also includes a ridgeline that runs north to south which divides the Rocky River and Pee Dee subbasins. If acquired, it would allow the eventual development of a passive park while also conserving a large amount of land that is unique to Cabarrus County and the region.

The Conservation Fund is proposing an agreement that would include that national conservation group acquiring the property, The County would enter into a lease purchase arrangement with an initial payment in the amount anticipated in the CIP project. This agreement would permit the County, The Conservation Fund and Three Rivers Land Trust to make applications for grants to cover the remaining cost of the property purchase. The County would agree to make additional payments, in keeping with the CIP, in later years for any cost not covered by grant awards. The three partner groups have already identified a number of possible funding sources and would work together on all grant applications.

# Capital Improvement Plan

**Department:** Active Living & Parks  
**Function:** Culture & Recreation

**Project Title:** Northeast Area Park

**Type:** New

**Status:** Future

**Total Cost:** \$ 5,075,000



## Project Description

This project is the development of 3 baseball, softball and 1 soccer field.

## Background & Justification/Status

With the sale of Mt. Pleasant Middle School, parking was lost for the youth athletic fields. This project will provide fields for the youth of Mt. Pleasant. The Northeast area was identified in the 2015 Masterplan as needing ball fields. The town of Mt. Pleasant will operate the facility and youth league.

This project is in response to a deficiency in a growing part of the county. It would positively impact the quality of life of those in this area as well as the rest of the county residents and provide increased access to services. Goal #1, enhancing the quality of life.

## Impact If Not Funded and Maximum Time it Can be Delayed

The youth leagues of Mt. Pleasant will not have a home field for play or practice and could result in the youth league disbanding.

Project Costs	FY 2020 Adopted	FY 2021 Adopted	FY 2022 Planning	FY 2023 Planning	FY 2024 Planning	FY 2025 Planning	Future Years
Planning/Design			75,000				
Land/Acquisition	1,000,000		1,000,000				
Construction			3,000,000				
Building Improvements							
Equipment							
Other							
<b>TOTAL</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ 4,075,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

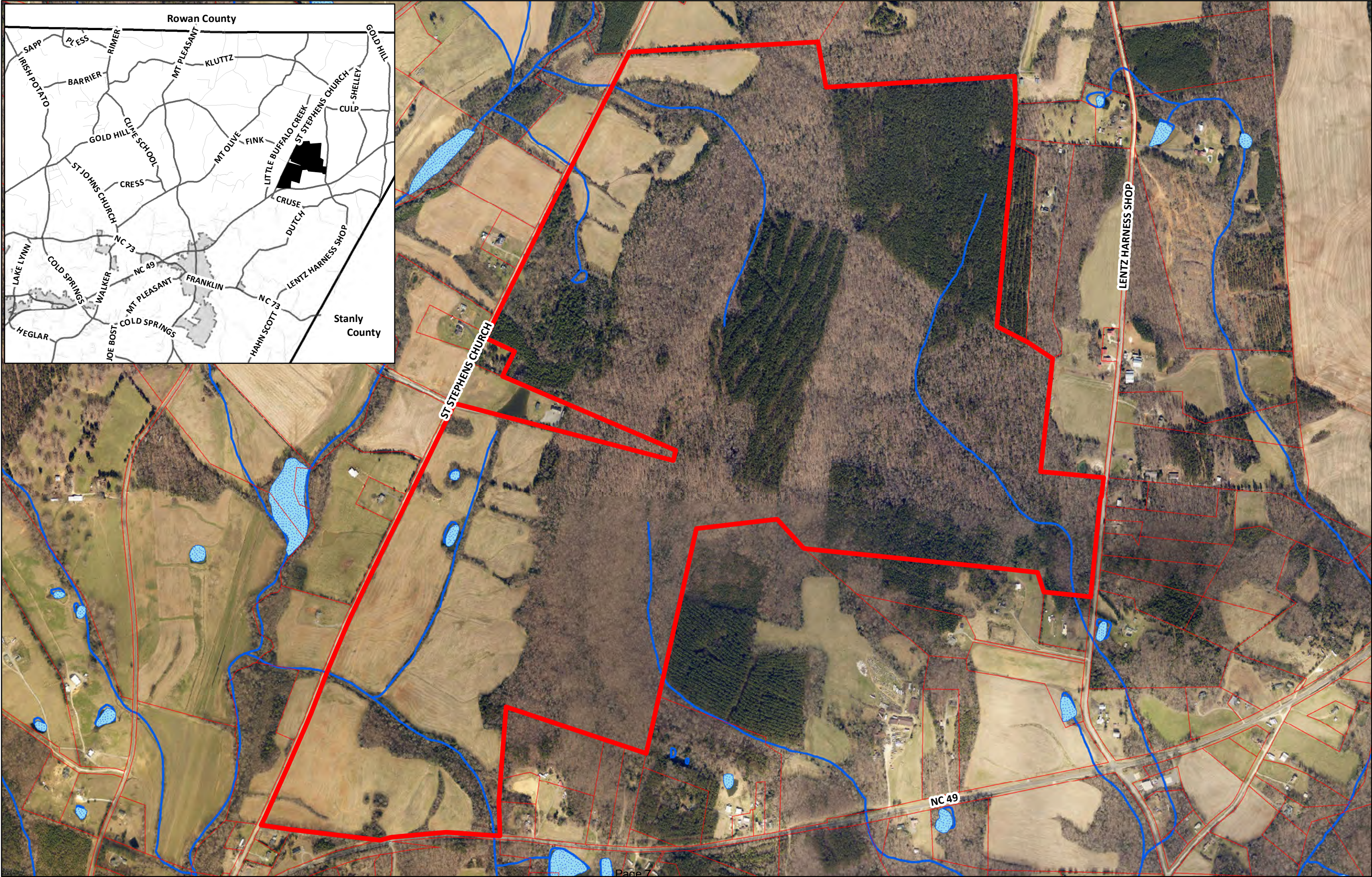
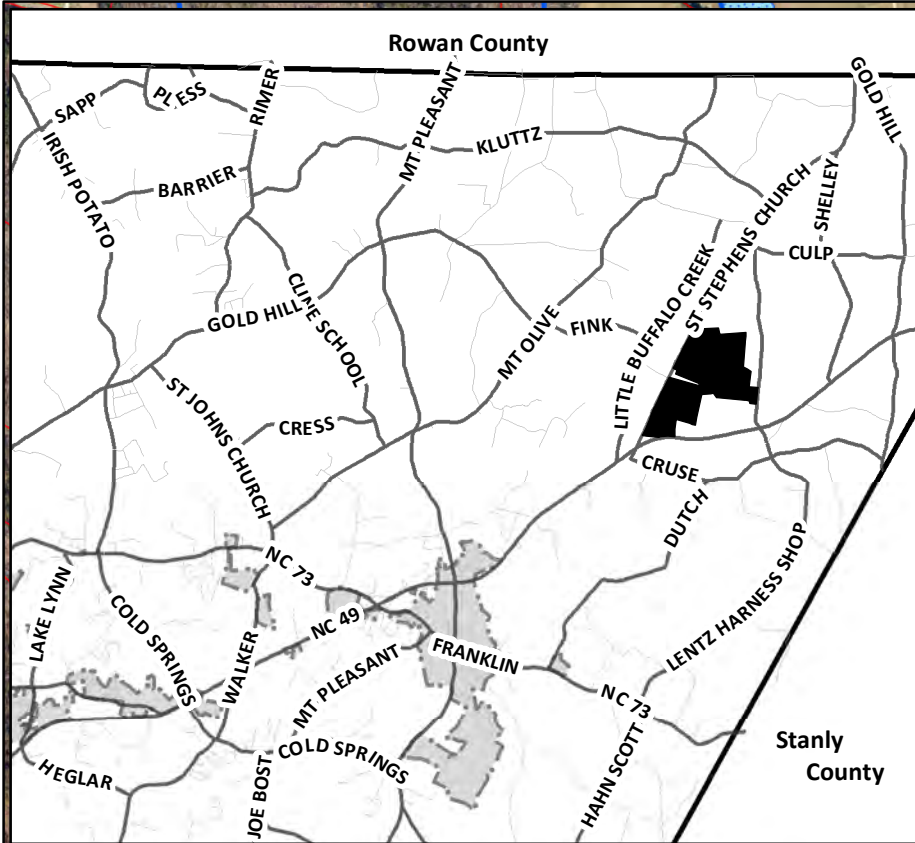
## Funding Sources

General Fund							
Community Investment Fund							
Multi Year Fund/Other Funds	1,000,000						
Debt			4,075,000				
Grants							
Permits/Fees							
To Be Funded							
<b>TOTAL</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ 4,075,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

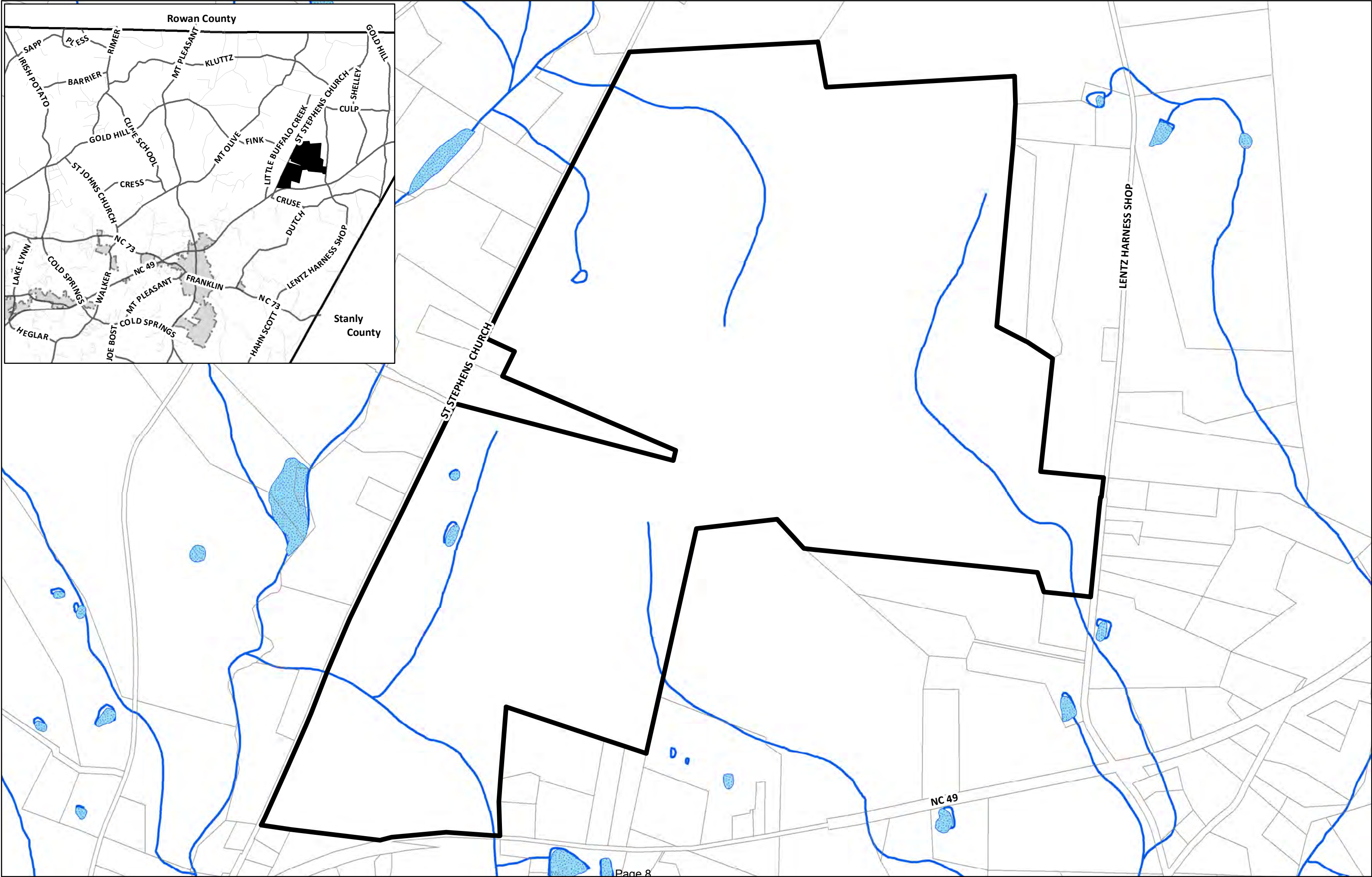
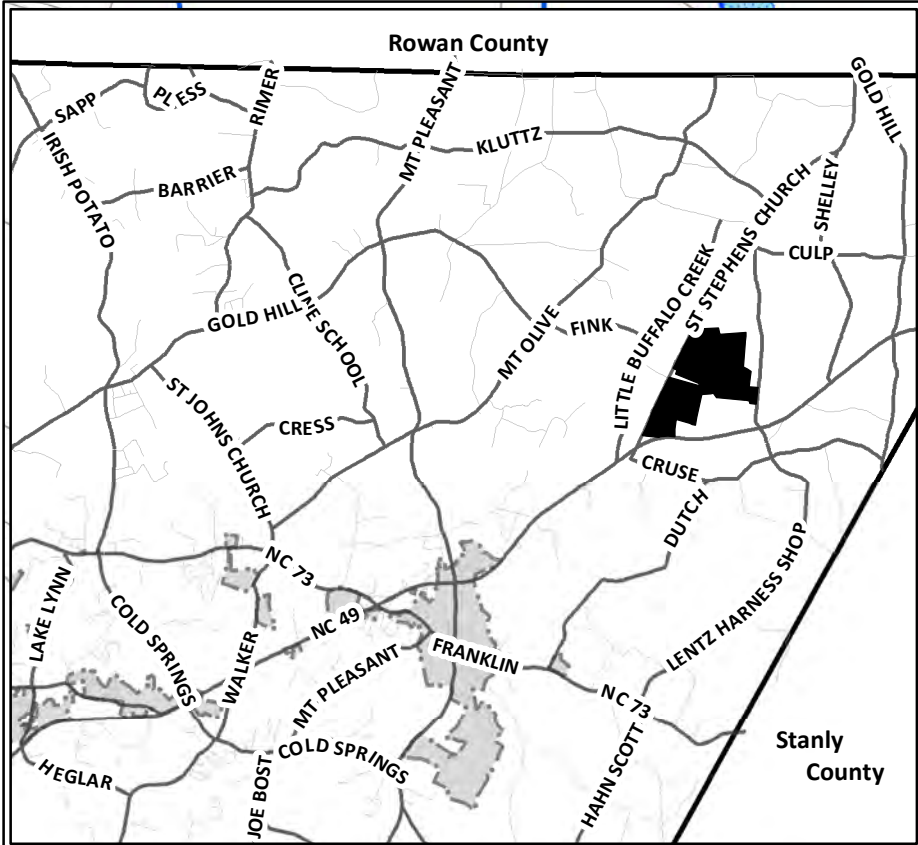
## Operating Budget Impact

Salaries & Benefits							
Materials & Supplies							
Contracts & Services							
Capital Outlay							
Other							
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>









# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**November 2, 2020  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items - No Action

### **SUBJECT:**

County Manager - Nonprofit Resiliency Grant Awards

### **BRIEF SUMMARY:**

The COVID-19 pandemic has placed added stress on local nonprofits that help residents who have suffered economic hardship, instability and safety concerns. Between September 28 and October 12, 2020, the County received 32 grant applications totaling \$1,101,576. A team of County staff vetted each application and recommended fully funding the requests.

### **REQUESTED ACTION:**

For informational purposes. No action required.

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

5 Minutes

### **SUBMITTED BY:**

Michael Downs, County Manager  
Rodney Harris, Deputy County Manager

### **BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- ▢ Grant Awards

Organization Name	Award Amount	Project Description
Amazing Grace Advocacy	9,900	Support families that cannot pay or need a sliding scale discount for services
Bond With A Vet Inc	12,000	Rent space for domestic violence training, security alarms and personal defense items
Cabarrus Baptist Association	15,000	Increase counseling hours provided and purchase of food for distribution
Cabarrus Meals on Wheels	3,660	Reimburse expenses (bags for no contact delivery, sanitizer and disposable masks). Request includes future PPE expenses.
Church of the Brethren Concord Fellowship dba Living Faith Church of the Brethren	5,000	Purchase food to resupply the pantry
Coltrane LIFE Center, Inc.	100,000	PPE and other infection prevention supplies, food expenses, staffing and overhead costs. Supplement the loss of income to the facility (retain staff)
Families First in Cabarrus County	30,000	Increase capacity 30-40 students with associated tuition costs
Habitat for Humanity Cabarrus County	4,000	Recover costs related to COVID safety at the office, ReStore and individuals/families served. The request includes continued purchase of needed PPE supplies.
Logan Community Day Care Assn Inc	14,080	Retain staff, virtual child supervision
Multiply Church (formerly cfa church)/Cabarrus Dream Center	123,000	Food, refrigerated food storage, accessibility (ramp/doorway expansion), additional staffing for corner field market, site renovation, curriculum/devices and staff hours for tutoring
The Open Door House	88,000	Replace door, security system, laptops, disinfectant/ppe, hire/pay pt staff and salary for director
Piedmont Residential Development Center, Inc.	25,000	Monthly pandemic-disaster backup supplies
Cabarrus County Partnership for Children	20,000	PPE Supplies for child care facilities in Cab. Co. (nurses at Cabarrus Partnership for Children will deliver to facilities that request assistance).
Boys and Girls Club	150,295	Expand programming to 300 children M-F 8am-6pm with take home dinner five days a week
Seeds of Blessings dba Concord Christian Center Inc	5,000	Food, rent and electric payments (services Cabarrus, Rowan, Stanley and Mecklenburg; payment goes to vendor not individual)
Midway's Opportunity House	13,400	Peer Support Specialist for those without Medicaid - assist in navigating sobriety, mental health, and legal issues
Present Age Ministries	18,000	Mental health care routine for 6 identified residents
Charity Baptist Ministries	9,000	Purchase food for pantry and back pack buddies program, delivery van fuel, new refrigerated storage and two moving carts for loading/unloading
Community Free Clinic	39,072	Securing support staff, facility improvements - automatic doors, sanitation stations, internet service and equipment
Elder Orphan Care	30,000	Food, home safety modifications, bill relief, tablets and employee wages -- note form applicant: They are tabling food prep outreach for now due to the cost of meeting food safety standards. Rather, our food delivery program will continue to focus on fresh produce, fresh dairy products, bread, canned goods, and other staples as well as household supplies.
The S.T.U.D.I.O	39,920	Delivery of meals to homes of 20-25 individuals, meal distributions at a central site, PPE, toiletry supplies and staff training
Rowan-Cabarrus YMCA (Green Light \$5,000)	27,000	Reimburse revenue loss, cleaning expenses, communication software and consultant (keep membership costs from drastically increasing)
Mt. Pleasant Food Ministry, Inc. (6,400)	3,200	Purchase food (1 month of expenses) - provide boxed groceries every 30 days

Organization Name	Award Amount	Project Description
Endless Opportunities	5,000	Assist families with a one-time payment for car repairs, payments and insurance paid directly to the entity
Cabarrus County Education Foundation	17,505	Provide grants to teachers (at-home lab kits for science programs, online program to practice multiplication skills and or critical thinking skills) - note from applicant: The \$26,300 is the total budget for the program this year. So far, we have had \$8,795 of that program funded from other sources. The remaining \$17,505 is what we are still seeking to raise. For the application, we just requested \$5,000 from the County to assist, but would kindly accept any amount you are able to help with.
Cabarrus Cooperative Christian Ministry (CCM)	100,000	Prevent 900 evictions/utility cutoffs and 20 emergency food drops to families lacking grocery access to quarantine/food deserts
Mental Health America of Central Carolinas, Inc.	16,964	Promotional campaign (billboards, radio, print ads)
Big Brothers Big Sisters Central Carolinas - Cabarrus	84,580	Provide training for Bigs and parents on technology to support Littles with school, staff and communication/outreach, increase health/wellness checks, physical activities, counseling and PPE supplies
El Puente Hispano	50,000	Aid in hunger relief effort and sanitation supplies (providing vouchers as payment) and mental health activities/programs
Wings of Eagles Ranch	13,000	Hire PT administrative assistant to oversee safety protocols and fundraising efforts
Sonshine Backpacks	20,000	Resupply food reserves, cover current and future costs
Carolina Christmas Angels	10,000	Provide 15 days of meals & sanitation kits to families in need
<b>TOTAL</b>	<b>1,101,576</b>	



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**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:**

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Active Living and Parks - FY21 Matching Incentive Grants - Second Round

### **BRIEF SUMMARY:**

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

On October 15th, 2020, the Active Living and Parks Commission reviewed a matching grant request from Cabarrus Council on Aging totaling \$8,000. This project would enhance the overall esthetics of the Concord Senior Center providing a welcoming/inviting face to the community. Renovating the landscaping around the outdoor recreation areas and senior center will also increase biodiversity through enhanced habitats with native species. The Commission unanimously recommended awarding the project in full.

### **REQUESTED ACTION:**

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

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

5 Minutes

### **SUBMITTED BY:**

Megan Baumgardner, Active Living and Parks Commission, Chair

### **BUDGET AMENDMENT REQUIRED:**

Yes

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

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**ATTACHMENTS:**

- ▢ MIG Project Images
- ▢ MIG BA
- ▢ MIG ALP Com. Rec.

# Oak Trail Landscaping

817 Oak Trail Cr.

Concord, NC 28025

704-791-9340

duckconcord08@yahoo.com

Bill To: Cabarrus County

Att. Byron

Proposal #: 2015

Proposal Date: 10/8/2020

Proposal For: Senoir Center  
LSF and Front

Item #	Description	Qty	Unit Price	Discount	Price
<b>Material</b>	Landscape per plan with drip irrigation				\$ 8,300.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Invoice Subtotal</b>					\$ 8,300.00
Tax Rate					7.00%
<b>Sales Tax</b>					\$ 581.00
<b>Labor</b>					\$ 7,700.00
Deposit Received					
<b>TOTAL</b>					\$ 16,581.00

Make all checks payable to Oak Trail Landscaping.













Annuales

Cone Flower, Daisies, Black Eyed Susan

Blue Chip Jr.  
Butterfly

Magnolia

Sunshine  
Ligustrum

Miss Molley  
Drawf butterfly

© 2020 Google

Google Earth





Dwarf Butterfly Bush

Crimson Fire

Happy Reture  
Daylillies

walk way

Dianthis

Phlox





**Sunshine Ligustrum**

**Dwarf Butterfly  
Bush**

**Crimson Fire**

**Phlox**





**Jap Maple**


**Dwarf Butterfly Bush**

**Crimson Fire**

**Dianthis**

**Phlox**





**Dwarf Butterfly  
Bush**

**Jazz Hands  
Loropetalum**

**Daylilies**









**Gumpo Azales**

**Hosta**

**Ferns**

**Annuals**



## Budget Revision/Amendment Request

Date: 10/19/2020

Amount:

Dept. Head: Londa Strong

Department: Active Living and Parks

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

MIG FY21 Council on Aging - CSC Beautification

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001		00168140-6813-0078	Cabarrus County Council on Aging	-	8,000.00		8,000.00
001		00198140-9831-0078	Cabarrus County Council on Aging	-	16,000.00		16,000.00
001		00168140-6813-0154	MIG Unassigned Revenue	50,000.00		8,000.00	42,000.00
001		00198140-9831-0154	MIG Unassigned Expense	100,000.00		16,000.00	84,000.00
							0.00
							0.00
							0.00
							0.00

**Total** 150,000.00

**Budget Officer**

**County Manager**

**Board of Commissioners**

Approved

Approved

Approved

Denied

Denied

Denied

Signature

Signature

Signature

Date

Date

Date

FY21 MI G Second Round Active Living and Parks Commission Recommendation

Organization	Project Title	Request	Complete	Priority Level	Recommended
Council on Aging	Concord Senior Center Beautification	\$8,000.00	Yes	Moderate	\$8,000.00
FY21 Second Round Budget	\$24,300.00				
Applicant Request Total	\$8,000.00				
Remaining FY21 Funds	\$16,300.00				



## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**November 2, 2020  
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#### **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 November:

#### Appointments - Cabarrus County Senior Centers Advisory Council

The terms of appointment on the Cabarrus County Senior Centers Advisory Council for Myra Baumgardner, Elizabeth Bennett, Ted Drain and Ronnie Tucker end December 31, 2020. All have agreed to be considered to serve another term.

Representative recommendations are Myra Baumgardner, Elizabeth Bennett, Ted Drain and Ronnie Tucker.

#### **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:**

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## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

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#### **AGENDA CATEGORY:**

Discussion Items for Action

#### **SUBJECT:**

County Manager - Ad Hoc Modification to the Central Area Plan Interlocal Agreement

#### **BRIEF SUMMARY:**

The City of Concord and Cabarrus County entered into an Central Area Plan interlocal agreement that limits utility extensions on that plan area. The attached agreement is being proposed to permit two lots off Westview Road to connect to public water.

#### **REQUESTED ACTION:**

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

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

1 Minute

#### **SUBMITTED BY:**

Jonathan B. Marshall, Deputy County Manager

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

No

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

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#### **ATTACHMENTS:**

- ▢ Draft Agreement
- ▢ Map

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

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

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

**RECITALS**

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

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

**TERMS**

1. Concord agrees to provide electric and water utility services under its normal and customary terms and conditions to the property located at 3345 and 3385 Westview Road, Concord NC 28025 (PIN 5640 69 7462).
2. Except as specifically changed by this Modification, the provisions of the Interlocal Agreement shall remain in full force and effect.

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

CITY OF CONCORD

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

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

CABARRUS COUNTY

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

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

4813-2804-1077, v. 1

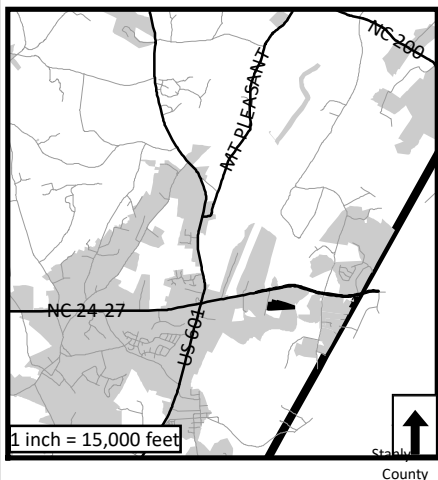
DRAFT





cabarrusgis.CAB\_DBO.Streets

- CabarrusCounty
- MunicipalDistrict
- Tax Parcels



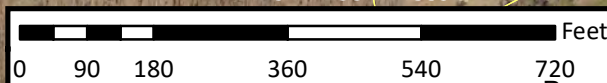
Cabarrus County shall not be held liable for any errors in this data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. These data cannot be construed to be a legal document. Primary sources from which these data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

Map Prepared by Cabarrus County Planning & Development -2020



Subject Properties  
3345/3385 Westview Road

1 inch = 258.44 feet





# CABARRUS COUNTY



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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

County Manager - Cabarrus County Schools Student Device Lease Agreement

### **BRIEF SUMMARY:**

In March 2020, Cabarrus County Schools became a “1-to-1” school district overnight. “1-to-1” means that each student in the district is assigned a computer (device) for personal learning. Students carry the device with them throughout the school day and take it home with them to complete assignments and to connect to class virtually.

Cabarrus County Schools would like to add an additional 4-year lease agreement for approximately 13,000 devices. The annual cost would be \$1 million. If approved by the Board, the County Manager will include the additional \$1 million in the FY22 Cabarrus County Schools allotment.

### **REQUESTED ACTION:**

Motion to approve Cabarrus County Schools entering into a new 4-year technology lease agreement.

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

5 Minutes

### **SUBMITTED BY:**

Dr. Chris Lowder, Superintendent  
Kelly Kluttz, Chief Financial Officer

### **BUDGET AMENDMENT REQUIRED:**

No



## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

---

### ATTACHMENTS:

- ▣ Funding Request



November 2, 2020

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

Re: funding request to lease student devices

Dear Board of Commissioners:

In March 2020, Cabarrus County Schools became a “1-to-1” school district overnight. “1-to-1” means that each student in the district is assigned a computer (device) for personal learning. Students carry the device with them throughout the school day and take it home with them to complete assignments and to connect to class virtually.

Due to COVID and remote learning, it is critical that CCS provide each student with a technologically current working device that can run the latest software to school system uses everyday. To achieve this goal, we optimally should be on a 4-year renewal cycle. Currently we have devices that exceed 4 years of age and as a result are not being supported by important updates to the devices.

Cabarrus County Schools would like add an additional 4-year lease agreement at an annual cost of approximately \$1,000,000 beginning in December 2020. (This would cover approximately 13,000 devices). To do this, we need the support of our commissioners to do the following

1. Commit to fund \$1,000,000 annually beginning July 1, 2021.
2. Agree to allow CCS to enter a lease in December 2020 with the first lease payment being paid from Cabarrus County Schools fund balance. Years 2, 3, and 4 of the lease would be paid with new funds allotted by the county as described in 1).

Understanding the current climate we are in, the other option, if the county is unable to commit to the additional funding for July 2021, CCS would still need permission to enter into a lease in December 2020 because of the requirement that each student have a personal device, and the long lag time from order date to delivery. CCS fund balance can still be used to pay for the first year of the lease. However, the following years of the lease would be paid with an existing allotment from the county. These funds were previously obligated with a different 4-year lease that has a final lease payment in 2020-2021, therefore these funds would become available to pay the obligation if required. While this option would ensure the county and the district does not obligate new funds, it would still leave the district well short of needed proper functioning devices.

Please let us know if you have questions or concerns.

Sincerely,

Rob Walter  
Board Chair  
Cabarrus County Schools

Cc: Dr. Chris Lowder, Mr. Rob Walter, Mr. Barry Shoemaker, Ms. Cindy Fertenbaugh, Mrs. Carolyn Carpenter, Mr. David Harrison, Mrs. Holly Grimsley, Ms. Laura Blackwell

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**November 2, 2020  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

County Manager - Parking Agreement with City of Concord

### **BRIEF SUMMARY:**

The City of Concord drafted the attached parking agreement. This agreement was part of the discussion during the Concord downtown economic development agreement and is being presented as a follow up to the approval of that agreement. The County Attorney is currently reviewing the draft agreement.

### **REQUESTED ACTION:**

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

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

5 Minutes

### **SUBMITTED BY:**

Jonathan B. Marshall, Deputy County Manager

### **BUDGET AMENDMENT REQUIRED:**

No

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

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## ATTACHMENTS:

- Draft agreement

## **PARKING GARAGE LEASE AGREEMENT**

THIS PARKING GARAGE LEASE AGREEMENT ("Parking Lease") is made as of the \_\_\_\_ day of September, 2020, by and between the CITY OF CONCORD, NORTH CAROLINA, a public body corporate and politic (the "City"), CABARRUS COUNTY (the "County"), and CONCORD MASTER VENTURE, LLC, a Florida limited liability company (the "Developer").

### **RECITALS:**

A. Developer was selected by the City through a competitive process to facilitate the development and construction of a multi-parcel, mixed-use redevelopment project to include a mix of parking stalls, residential units and retail space (the "Catalyst Project");

B. City and County are parties to the CABARRUS COUNTY PARKING DECK INTERLOCAL AGREEMENT dated October 15, 2018 and amended on October xx, 2020 (the "Interlocal Agreement") which sets forth the City's and the County's agreement to share space in the Parking Garage along Barbrick Ave SW, Spring and Corban Streets and with an address of 81 Spring Street, SW, Concord, North Carolina (the "Garage").

C. Developer and City are parties to that certain AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT dated September 22, 2020 (the "MDA") which sets forth the plan for Developer's construction and development of the Catalyst Project as defined in the MDA;

D. The MDA sets forth terms upon which City will lease up to three hundred (300) offsite parking spaces in the evening (based on the Catalyst Project's need) and up to two hundred (200) offsite parking spaces in the daytime (based on the Catalyst Project's need) to Developer to serve the residential components of the Catalyst Project (the Parking Lease Terms") which Parking Lease terms are incorporated into this Parking Lease.

E. Considerable economic benefit is expected to accrue to City and County from Developer's construction and leasing of the Catalyst Project, and City and County desire to provide a competitive long-term lease of a portion of the spaces in the Garage for the use and benefit of the Catalyst Project;

F. City and County are agreeable to leasing parking spaces in the Garage to Developer as provided in this Parking Lease beginning with Certificate of Occupancy following construction of the mixed-use building on Parcel 1 as defined in the MDA (the "Commencement Date").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained in this Parking Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, County, and Developer agree as follows:

### **1. Lease of Parking Spaces**

During the Term (as defined below) of this Parking Lease, City and County hereby lease to Developer, and Developer hereby leases from City and County, parking spaces in the Garage subject to the following terms and conditions:



a. *Evening/Weekend Spaces.* City and County lease to Developer and its successors and assigns three hundred (300) parking spaces on the second level and above in the Garage for residential users of the Catalyst Project to use for personal vehicular parking. Of the total three hundred allocable parking spaces, one hundred and thirty-two (132) spaces will be leased by the City from the City's allocation of spaces in the Garage per the Interlocal Agreement and one hundred and sixty-eight (168) spaces will be leased directly from the County. For a period of 10 years following the Commencement Date, Developer shall have the non-exclusive right to use such spaces during the hours of 5 PM to 8 AM between Monday and Friday and for 24 hours per day on Saturday and Sunday at no cost. At the end of the tenth year, City, County, and Developer will negotiate the future rate, if any, for evening parking in the Garage at a rate not to exceed the minimum rate charged to Garage users for evening parking. Developer may adjust the number of spaces under this section at any time during the Initial Term or any Renewal Term by providing notice to City and County of Developer's intent to adjust the number of spaces under this section. If Developer provides that notice to City and County, then City, County and Developer shall amend this Parking Lease within thirty (30) days of that notice to set the new number of spaces under this section. However, the total number of spaces allotted under this section shall not exceed three hundred for evening/weekend spaces.

b. *Daytime Spaces.* The parties acknowledge that the Garage will be a public facility available to the public on an "open occupancy" basis with no reserved spaces or access gates installed thereto; provided, however, County reserves its right to later designate certain spaces as "Reserved" and to install access gates to the Garage. In the event that County restricts daytime parking in the Garage, the City and County will make the following accommodations to the Developer for daytime parking:

i. Should daytime parking be restricted during years one through ten following the Commencement Date, the City will make available eighty (80) all-day parking passes for Catalyst Project residents at a rate of twenty-five dollars (\$25.00) per pass, per month. The County will similarly provide one hundred and twenty (120) parking passes for Catalyst Project residents at the same rate.

ii. Should daytime parking be restricted during years 11 through 15 following the Commencement Date, the City will make available 100 all-day parking passes for residents at a rate of thirty dollars (\$30.00) per pass, per month.

iii. Should daytime parking be restricted during years 16 through 20 following the Commencement Date, the City will make available 100 all-day parking passes for residents at a rate of twenty-five dollars (\$36.00) per pass, per month.

iv. Should daytime parking be restricted after year 20 following the Commencement Date, the City and the Developer will negotiate the future rate for daytime parking in the Garage at a rate not to exceed the minimum rate charged to Garage users for daytime parking.

If the County restricts daytime parking, residents of the Catalyst Project will not be required to purchase all-day parking passes. Residents without passes may access public parking in the Garage but must follow any hourly limits or fee schedules.

## 2. Operation and Use

a. County or its designated operator shall operate the Garage with all services and facilities normally associated with comparable public parking areas.

b. County shall allow unimpeded and open access to users and occupiers (“Occupiers”) of the Mixed-Use Structure to and from the Garage at all times, i.e., twenty-four (24) hours per day, seven (7) days per week, including holidays. City and County agree to designate levels 2-6 as generally available for residential parking per Section 1 and will develop a pass and signage system managing the availability.

c. Developer or a duly recognized representative will manage all-day parking pass requests and payments to the County and City on behalf of the Catalyst Project’s residents. Developer or a duly recognized representative will be responsible for distributing all-day parking passes to residents. The County and City will not manage all-day parking pass requests and payments directly with individual residents.

d. Use of the Garage by Developer, Occupiers, and their agents, employees, contractors and guests shall be subject to County policies and procedures and such reasonable rules and regulations as County may adopt from time to time.

e. Except as provided in Section 1 above, County reserves the right to charge parking fees to the public for use of the Garage.

## 3. Term

The initial term of the Parking Lease (“Initial Term”) shall be for a period of fifty (50) years from the Commencement Date, unless this Parking Lease is sooner terminated as provided for in this Parking Lease. Provided that (i) the Apartments are operated as an apartment or condominium project at the expiration of the Initial Term, (ii) Developer is not in default under this Parking Lease beyond applicable notice and cure periods at the expiration of the Initial Term, (iii) Developer has not given City written notice of its desire to terminate the Initial Term to end at the expiration of the Initial Term at least ninety (90) days prior to the expiration of the Initial Term, and (iv) City and County has not given Developer written notice of its desire to terminate the Initial Term to end at the expiration of the Initial Term at least ninety (90) days prior to the expiration of the Initial Term, then Term of this Parking Lease shall automatically extend for five (5) additional successive extension terms of ten (10) years each (individually referred to in this Parking Lease as a “Renewal Term” and collectively as the “Renewal Terms”). As used in this Parking Lease, “Term” means the Initial Term and any Renewal Terms. Each Renewal Term shall be upon all the terms and conditions set forth in this Parking Lease.

## 4. Electronic Access, Signage, Cameras, Garage Improvements

The Developer shall not be responsible for any costs associated with the purchase and installation of access and revenue equipment, including any hardware and/or software needed for use of the Garage. Thereafter, the Developer shall not be responsible for any costs associated with the maintenance, repair, upgrade, or replacement of the systems serving the Garage. The Developer shall have access to any reports generated by the access and revenue equipment, including those

reports generated by any Apartment modules(s) that are mutually selected, purchased, and installed in the Garage. Developer may request that the Developer be permitted to upgrade and/or replace certain exterior doors, gates, locks, and/or signage to permit Occupiers access to the Garage and to facilitate ADA access to and from the Apartments as may be required by for the lawful operation of the Apartments or to improve security for the Occupiers and to make other nonstructural, cosmetic changes for the purpose of improving the general appearance of the Garage. Prior to making any such improvements, the Developer shall provide County with ten (10) days prior, written notice of such proposed improvements. County will work cooperatively with the Developer to assure access to and from the Garage by Occupiers and will endeavor to grant the Developer permission to place such items, including monitoring cameras and pre-approved signage (collectively, "Upgrades"), in and around the Garage, all subject to County's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. However, upon request of County, the Developer must present County with sufficient drawings and/or information, together with any required engineering documentation, to establish that the Upgrades will not damage and/or impair the Garage or the use of the Garage and will not interfere with County's operation of the Garage. Developer shall be solely responsible for all costs, expenses, and responsibility, including any claims of any type or nature that may be made in connection with or resulting from the placement, installation, use, operation, maintenance, repair, removal or the Upgrades, and/or any other matters involving the Upgrades, and Developer agrees to indemnify and hold the County and its parking management company, their employees, agents, and representatives, harmless from any and all such claims relating to the Upgrades, including reasonable attorney's fees. Developer shall also be solely responsible for relocating any Upgrades. Developer further assumes all risks of any type or nature in connection with any Upgrades, including, but not limited to, any damage to, any theft of, or any vandalism of the Upgrades. Upon the expiration and/or termination of this Parking Lease, Developer shall properly and timely remove any Upgrades, including any signs, that it installed or had installed and restore the areas where Upgrades were installed to the condition the areas were in prior to the installation of the Upgrades by Developer. Developer agrees that if Developer fails to remove the Upgrades and properly restore the areas within thirty (30) days of any such expiration or termination of this Parking Lease that County may do so and dispose of the Upgrades as County sees fit and charge the Developer all reasonable costs and expenses of such removal and disposal. Furthermore, all Upgrades, including cameras, and signage are subject to applicable federal, state and local laws, rules, and regulations and Developer shall also obtain at Developer's cost any required approvals and permits.

##### 5. Operation, Maintenance, Repair and Temporary Relocation

a. County will ensure the operation of the Garage in a manner similar to the operation of other publicly-owned and/or controlled parking facilities in the region. County will maintain the Garage in good working condition and repair and will make such repairs, perform such preventative maintenance, structural repairs or other improvements as the County reasonably deems necessary. In performing maintenance, repairs or replacements, County shall use all commercially reasonable efforts to minimize interference with the use, occupation and enjoyment of the Garage by Developer and Occupiers. If possible, maintenance, repairs and replacements shall be confined to the area actually being so maintained, repaired or replaced. County will use commercially reasonable efforts to make other parking spaces available in the event of temporary closure of the Garage for the purposes of maintenance, repair, or replacement, at no additional cost



or expense of the alternate parking spaces to the Developer. Other than in the event of an emergency, the County will confer with Developer prior to any closures of the Garage and will endeavor to accomplish all Garage maintenance, repairs and replacements in a manner that will result in the least inconvenience for the Occupiers. In the event that Developer is denied the use of any of its allotted spaces for a period exceeding three (3) days due to any such maintenance, repairs, replacements or otherwise, and replacement parking in the Garage reasonably satisfactory to Developer is not provided by the County and City, Developer payments with respect to such parking may be abated until use of the affected Spaces is restored. In that event, the County and City will make every effort to provide reasonably satisfactory replacement parking until such maintenance, repairs, or replacements are completed. Otherwise, the Developer will not be entitled to any payments or offsets from the County's monthly, hourly, daily, or parking revenues against the parking charges otherwise due from the Developer to the County under the terms of this Parking Lease. Developer and/or Occupiers shall have no rights in or to any monies paid by anyone to the County, or revenues received from anyone by the County on account of parking in the Garage.

b. County shall provide and maintain interior and exterior illumination sufficient to illuminate the Garage and all means of pedestrian and vehicular access and egress thereto and therefrom, during all twilight and evening hours of operation.

c. County shall provide suitable and sufficient signs in and around the Garage as required for safe and orderly flow of pedestrian and vehicular traffic, including signage directing garage users to appropriate Catalyst Project entrances and on any general directories provided by County in the Garage. Notwithstanding the foregoing, Developer shall be solely responsible for all costs and expenses in connection with or resulting from the placement, installation, use, operation, maintenance, repair, removal, and/or any other matters involving nonstructural and cosmetic changes to the signage and re-marking of the Spaces. Any signs pertaining to the Catalyst Project will be subject to County's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

d. The County shall approve the finishing of the wall of the Mixed-Use structure that will be visible from the interior of the Garage.

#### 6. Damage to the Garage

During the Term of this Parking Lease, in the event of any damage or destruction of all or any portion of the Garage, County shall undertake promptly to repair and/or rebuild the Garage to provide to Developer as promptly as reasonably possible after the date of such damage or destruction the parking contemplated by this Parking Lease. In the event that any or all of the allotted spaces are unavailable for Developer's use as a result of any such damage or destruction, the County and City will make every effort to identify and provide reasonably satisfactory replacement parking until the Garage is restored and the affected spaces are again available for use by Developer.

7. Default by Developer

a. The failure or refusal by the Developer to perform any of its covenants or obligations hereunder within sixty (60) days after written notice of nonperformance shall constitute a Default; however, if such failure to perform cannot reasonably be cured within sixty (60) days, the Developer shall not be in default if it commences within sixty (60) days steps reasonably calculated to cure the nonperformance and in good faith pursues those steps diligently and in good faith to completion (not to exceed ninety (90) days).

b. Upon the occurrence of a Default as set forth in Section 7(a), City and County may immediately terminate this Parking Lease by written notice to the Developer. In addition to this right to terminate this Parking Lease, City and County may also in the event of a Default by Developer under this Parking Lease exercise any and all other rights and remedies available to City and County at law or in equity, including without limitation the recovery of any and all monetary damages that City and County has suffered as a result of such Default.

c. City and County agree to give Developer's lender with first deed of trust on the Catalyst Project a copy of any notice of default sent to Developer, provided that City and County has been notified in writing by certified mail, return receipt requested, of the addresses of such parties. City and County further agrees that if Developer fails to cure any default under this Parking Lease within the time provided for in this Parking Lease, then prior to City and County exercising any right to terminate this Parking Lease on account of such default, Developer's lender shall have an additional sixty (60) days within which to cure such default. If such default cannot be cured within that time, Developer's lender shall have such additional time as may be necessary if within such sixty (60) days, Developer's lender has commenced and is diligently pursuing the remedies necessary to cure such default (including commencement of foreclosure proceedings, if necessary to effect such cure). The City may not exercise any right to terminate this Parking Lease on account of any such default by Developer, whether available under this Parking Lease, at law or in equity, while such remedies are being so diligently pursued by Developer's lender.

8. Force Majeure

A delay in, or failure of, performance by any party, shall not constitute a default, nor shall Developer, City or County be held liable for loss or damage, or be in breach of this Parking Lease, if and to the extent that such delay, failure, loss or damage is caused by an occurrence beyond the reasonable control of such party, and its agents, employees, contractors, subcontractors, and consultants, including results from Acts of God or the public enemy, compliance with any order or request of any governmental authority or person authorized to act therefore, acts of declared or undeclared war, public disorders, rebellion, sabotage, revolution, earthquake, floods, riots, strikes, labor or equipment difficulties, delays in transportation, inability to obtain necessary materials or equipment or permits due to existing or future laws, rules or regulations of governmental authorities or any other causes, whether direct or indirect, and which by the exercise of reasonable diligence said party is unable to prevent. For purposes of this Parking Lease any one delay caused by any such occurrence shall not be deemed to last longer than six (6) months and the party claiming delay caused by any and all such occurrences shall give the other party written notice of the same within thirty (30) days after the date such claiming party learns of or reasonably should have known of such occurrence. Notwithstanding anything else set forth above, after a total of nine

(9) months of delays of any type have been claimed by a party as being subject to force majeure, no further delays or claims of any type shall be claimed by such party as being subject to force majeure and/or being an excusable delay.

9. Default by the City or County

In the event of any default, nonperformance, or breach of any of the terms or conditions of this Parking Lease by City or County or both (the “Defaulting Entity”), the Defaulting Entity shall make every effort to identify alternative parking for residents in downtown Concord. In addition to the remedies set forth in the prior sentence, if the Defaulting Entity is in default, nonperformance, or breach of any of the terms or conditions of this Parking Lease, Developer may provide the Defaulting Entity with written notice of the same and the Defaulting Entity shall have sixty (60) days following receipt of such notice from Developer to cure any such default, nonperformance, or breach, provided if such default, nonperformance, or breach cannot be cured within sixty (60) days from the date of receipt of the notice from Developer, the Defaulting Entity shall be deemed to have cured the default as long as the Defaulting Entity undertakes to remedy the same within sixty (60) days following receipt of notice and the Defaulting Entity diligently proceeds to remedy such default, nonperformance, and/or breach.

10. Insurance Requirements

Developer shall maintain the insurance coverage as set forth in Exhibit “B” attached and incorporated into this Parking Lease and provide the proof of such insurance coverage as called for in Exhibit “B”, including workers’ compensation coverage if Developer hires any employees. If Exhibit “B” coverage exceeds reasonable insurance requirements for a parking deck, serving the intended purposes, then City, County, and Developer will agree on acceptable coverage. Such insurance coverage shall be obtained at the Developer’s sole expense and maintained during the Term of this Parking Lease and shall be effective prior to the beginning of any performance by the Developer or others under this Parking Lease. All insurance companies providing the coverages required hereunder must be lawfully authorized to do business in North Carolina and be acceptable to City’s and the County’s risk manager, in its reasonable discretion. Certificates evidencing required insurance shall be delivered to the City and the County prior to the Commencement Date (as defined in Section 18 of this Parking Lease) or opening date of the garage, whichever is later and upon renewal of the applicable policies. Notice of cancellation or reduction or elimination of coverage shall be provided to additional insureds in accordance with the terms of the applicable policy.

11. Indemnity

a. *City and County Indemnity.* To the extent permitted by law, City and County hereby assumes liability for, and shall indemnify, protect, defend, save and keep harmless Developer, its leasehold mortgagees, and their respective affiliates, officers, directors, employees, agents, contractors, subcontractors, licensees and invitees (individually a “Developer Indemnitee” and collectively, “Developer Indemnites”) from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees actually incurred), whenever they may be suffered or incurred by, imposed on or asserted against a Developer Indemnitee, as applicable (collectively, “Developer Claims”), arising out of or resulting from: (i) any default,



breach, violation, or nonperformance by City or County under this Parking Lease (including breach of any representation, warranty or covenant of City or County contained herein); or (ii) any negligent act or omission of City or County, including, without limitation, injury to or death of any person or damage to property arising out of any work, construction, reconstruction, restoration, maintenance, repair or other work to be done hereunder by City or County, except in all cases to the extent such Developer Claims are caused by the negligent act or omission or willful misconduct of Developer or Developer Indemnitees. The provisions of this Section 12(a) shall survive the expiration or earlier termination of this Parking Lease.

b. *Developer Indemnity.* Developer hereby assumes liability for, and shall indemnify, protect, defend, save and keep harmless City and County, including council members, commissioners, officers, employees, agents, contractors, subcontractors, successors, assigns, licensees, mortgagees of City or County and invitees (individually a “Public Indemnatee” and collectively, “Public Indemnitees”) from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees actually incurred), whenever they may be suffered or incurred by, imposed on or asserted against a Public Indemnatee, as applicable (collectively, “Public Claims”), arising out of or resulting from: (i) any default, breach, violation, or nonperformance by Developer under this Parking Lease (including breach of any representation, warranty or covenant of Developer contained herein); or (ii) any negligent act or omission of Developer, including, without limitation, injury to or death of any person or damage to property arising out of any work construction, reconstruction, restoration, maintenance, repair or other work to be done hereunder by Developer, except in all cases to the extent such Public Claims are caused by the negligent act or omission or willful misconduct of City or County or Public Indemnitees. The provisions of this Section 12(b) shall survive the expiration or earlier termination of this Parking Lease.

## 12. Title to Property; Memorandum

a. County covenants that it has full right to enter into this Parking Lease as of the date hereof and the Cabarrus County Interlocal Parking Agreements gives the City rights to lease spaces in the Garage and does not prevent County from performing its obligations hereunder.

b. Upon Developer’s request, City and County will execute and deliver to Developer an original memorandum of this Parking Lease in form reasonably satisfactory to City, County, and Developer, and Developer may record the memorandum in the land records of the County of Cabarrus, North Carolina. Developer will pay all recording taxes or fees required in connection with recording such memorandum.

## 13. Attorneys’ Fees

In the event of any litigation between City and/or County and Developer arising out of this Parking Lease, each party shall bear its own expense.

## 14. Assignment and Leasing

a. Developer may not assign this Parking Lease, in whole or in part, except to a purchaser of the Apartments in the event of a sale thereof, subject to the written approval of the City and County which approval shall not be unreasonably withheld. Developer shall also be

permitted to assign this Parking Lease to any affiliate or to any lender providing financing in connection with the Apartments as collateral for its loan and to sublease individual spaces that may, from time to time, be in excess of the amount of parking required to accommodate the needs of the Mixed-Use Structure.

b. Except as provided in Section 16(a) above, Developer may not assign, transfer, or pledge any of its rights under this Parking Lease without the prior written consent of the City and County and the City and County may grant or deny its consent in City or County sole discretion.

c. Notwithstanding any permitted assignment, the Developer shall remain responsible for all obligations under this Parking Lease unless the City and County specifically grants the Developer a release in writing.

#### 15. Notices

Except where other forms of notice are expressly and specifically authorized in this Parking Lease, all notices or other communications required or desired to be given with respect to this Parking Lease shall be in writing and shall be addressed as follows:

To the City	City Manager City of Concord 35 Cabarrus Avenue W Concord, NC 28025 Attn: Lloyd Wm. Payne, Jr.
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With a copy to:	City Attorney City of Concord 35 Cabarrus Avenue W Concord, NC 28025 Attn: VaLerie Kolczynski
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To the County	County Manager Cabarrus County 65 Church Street S Concord, NC 28025 Attn: Michael Downs
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With a copy to:	County Attorney Cabarrus County 65 Church Street S Concord, NC 28025 Attn: Richard Koch
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If to Developer	Lansing Melbourne Group, LLC 2420 East Sunrise Boulevard, #90 Fort Lauderdale, Florida 33304 Attn: Peter Flotz
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With copy to  
Investor Member

Concord Investor QOF LP  
200 West Street  
New York, New York 10282  
Attention: Urban Investment Group Portfolio Manager  
E-mail; [gs-uig-portfolio-manager@gs.com](mailto:gs-uig-portfolio-manager@gs.com)  
[gs-uig-docs@gs.com](mailto:gs-uig-docs@gs.com)

With copy to

Sidley Austin LLP  
787 Seventh Avenue  
New York, New York 10019  
Attention: Steven C. Koppel, Esq.  
E-mail: [skoppel@sidley.com](mailto:skoppel@sidley.com)

Any communication so addressed shall be deemed duly served when received or when mailed by certified mail, postage prepaid, return receipt requested.

16. MDA

This Parking Lease is expressly conditioned on the execution, delivery and performance of the MDA by the Developer which terms are incorporated herein by reference; provided that after the Commencement Date, this Lease shall not be terminated or voided by City for any default by Developer under the MDA.

17. Dispute Resolution.

Disputes arising under this Parking Lease shall be mediated. Disputes resulting in unsuccessful mediations shall be determined in the state courts of North Carolina with its venue in Cabarrus County.

18. Iran Divestment Act Certification

Developer certifies that, if it submitted a successful bid for this Parking Lease, then as of the date it submitted the bid, Developer was not identified on the Iran List. If it did not submit a bid for this Parking Lease, Developer certifies that as of the date that this Parking Lease is entered into, Developer is not identified on the Iran List. It is a material breach of this Parking Lease for Developer to be identified on the Iran List during the term of this Parking Lease or to utilize on this Parking Lease any contractor or subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section – “Iran List” means the Final Divestment List – Iran, the Parent and Subsidiary Guidance List – Iran, and all other lists issued from time to time by the N.C. State Treasurer to comply with N.C.G.S. §143C-6A-4 of the N.C. Iran Divestment Act.

19. Entire Agreement

This Parking Lease, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties hereto with respect to the matters



addressed herein and supersedes all prior understandings and writings, and this Parking Lease may only be amended or modified only by a writing signed by City, County and Developer.

20. Miscellaneous

a. The obligations of this Parking Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any such successors and assigns shall be deemed to have assumed and agreed to perform all obligations under this Parking Lease arising from and after such assignment.

b. In the event that any provisions of this Parking Lease shall be held invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Parking Lease.

c. This Parking Lease and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of North Carolina.

d. This Parking Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

[THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

CITY OF CONCORD, NORTH CAROLINA  
[SEAL]

\_\_\_\_\_  
Lloyd Wm. Payne, Jr., City Manager

ATTEST:

\_\_\_\_\_  
Kim Deason, City Clerk

Approved as to form:

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that Kim Deason personally came before me this day and acknowledged under seal that she is City Clerk of the City of Concord, and that by authority duly given and as the act of the Council, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public

My commission expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

CABARRUS COUNTY, NORTH CAROLINA  
[SEAL]

\_\_\_\_\_  
Michael Downs, County Manager

ATTEST:

\_\_\_\_\_  
Approved as to form:

\_\_\_\_\_  
Richard Koch, County Attorney

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that Kim Deason personally came before me this day and acknowledged under seal that she is City Clerk of the City of Concord, and that by authority duly given and as the act of the Council, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public  
My commission expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

CONCORD MASTER VENTURE, LLC, a Florida  
limited liability company

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Peter Flotz, Manager

STATE OF FLORIDA  
County of BROWARD

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Peter Flotz personally came before me this day and acknowledged under seal that he is Manager of CONCORD MASTER VENTURE, LLC, a Florida limited liability company, and acknowledged, on behalf of the company, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public  
My commission expires:

## Exhibit “A”

### **Access & Rates (Daytime):**

- The County currently permits unrestricted daytime parking in the deck.
- If the County decides to restrict daytime parking during years one through ten following the completion of Parcel 1, the City and County will make available 200 all-day parking passes (120 provided by the County and 80 provided by the City) for residents at a rate of \$25 per pass per month.
- In years 11 – 15, the City will make available 100 parking passes at the rate of \$30 per pass per month.
- In years 16 – 20, the City will make available 100 parking passes at the rate of \$36 per pass per month.
- During Year 20, the City and Concord Master Venture will renegotiate the rate for Years 21 – 50 to the prevailing rate for all-day parking in downtown Concord.
- If passes become necessary, Residents will not be required to purchase an all-day pass. Residents without passes will be able to access public parking in the deck but must follow any hourly limits or fees.

### **Access & Rates (Evening/Weekend):**

- During the evening hours of 5 PM – 8 AM between Monday and Friday and for 24 hours per day on Saturday and Sunday , the City and the County will reserve up to 300 Spaces (132 provided by the City and 168 provided by the County) at no cost for the first 10 years following the completion of construction on “Parcel 1”, as defined in the MDA.

## Exhibit "B"

### Insurance Requirements

#### Garage Lease Insurance

##### A. Insurance Coverage

Developer shall obtain insurance to satisfy the requirements hereunder. The policies shall be with companies authorized to do business in North Carolina and rated "A" or above by A.M. Best Company. Developer, individually or by and through its subcontractors, shall satisfy the following requirements and provide the following coverage:

##### (a) General Requirements.

1. Developer shall name the City as an additional insured under the liability policies required by this section.
2. Developer's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Developer's operations under this Parking Lease. Developer and each of its subcontractors shall and does waive all rights of subrogation against the City.
3. City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Developer and/or subcontractor providing such insurance.
4. Developer shall provide the City with certificates of insurance and endorsements documenting that the insurance requirements-set forth in this paragraph have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. Developer shall further provide such certificates of insurance to the City at any time requested by the City after the execution of this Parking Lease, and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of Developer shall not relieve Developer of its obligation to meet the insurance requirements set forth in this Parking Lease.
5. Should any or all of the required insurance coverage be self-funded/self-insured, Developer shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.

##### (b) Types of Insurance.

1. Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combines single limit-bodily injury and property damage.
2. Commercial General Liability. Bodily injury and property damage liability as shall protect Developer and any subcontractor performing work under this Parking Lease, from claims of bodily



injury or property damage which arise from operation of this Parking Lease, whether such operations are performed by Developer, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Parking Lease.

3. Workers' Compensation Insurance. Developer shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

(c) Certificates of all required insurance and endorsements shall be furnished to the City and shall contain the provision that the City will be given thirty (30) day advance written notice of any intent to amend or terminate by either the insurance or the insuring company.

(d) Failure to maintain the insurance coverage required in this paragraph is a material default subject to termination of this Parking Lease.

B. Notice of Cancellation

Developer shall notify the City, in writing immediately upon learning of cancellation or reduction of the insurance afforded by its policy.

Garage Construction Insurance:

In addition to the above, property insurance on a builder's "all risk" or equivalent policy in the amount of the contract amount plus the value of any subsequent modifications, cost of materials supplied or installed on a replacement cost basis.

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**November 2, 2020  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

DHS - Transportation 5307 Grant - Public Hearing 6:30 p.m.

**BRIEF SUMMARY:**

The DHS-Transportation Department is applying for the Federal 5307 Grant to be used for replacement radios for our buses and dispatch office. Our current radios have met their useful life and replacement parts for repair are no longer available.

**REQUESTED ACTION:**

Hold a public hearing.

Motion to approve an application for 5307 funds and adopt the related resolution.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Bob Bushey, Transportation Manager

**BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▢ DBE Certification
- ▢ Delegation of Authority
- ▢ Local share option A
- ▢ local share option B
- ▢ Program Resolution
- ▢ Public Hearing minutes
- ▢ Public Hearing Record
- ▢ Title VI
- ▢ Radio replacement quote
- ▢ Program overview

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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



## FY 2022 Delegation of Authority

Date: 9/9/2020

I Michael Downs  
(Authorized Official's Typed/Printed Name)

Cabarrus County Manager  
(Authorized Official's Title and Agency)

as the designated party :

Cabarrus County  
(Grant recipient/Applicant Agency)

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

**Primary Designee:**

Michael Downs/ County Manager  
(Name and Primary Designee's Position Title)

Cabarrus County  
(Primary Designee's Agency)

Reimbursement Requests: ☒ Yes ☐ No

Budget Revisions: ☒ Yes ☐ No

Budget Amendments: ☒ Yes ☐ No

Period of Performance Extensions: ☒ Yes ☐ No

Other \_\_\_\_\_: ☐ Yes ☐ No

**Alternate Designee #1:**

**Jonathan Marshall/ Deputy County Manager**

(Alternate Designee's Name and Position Title)

**Cabarrus County**

(Alternate Designee's Agency)

Reimbursement Requests: ☒ Yes ☐ No

Budget Revisions: ☒ Yes ☐ No

Budget Amendments: ☒ Yes ☐ No

Period of Performance Extensions: ☒ Yes ☐ No

Other \_\_\_\_\_: ☐ Yes ☐ No

**Alternate Designee #2**

**Rodney Harris/ Deputy County Manager**

(Alternate Designee's Name and Position Title)

**Cabarrus County**

(Alternate Designee's Agency)

Reimbursement Requests: ☒ Yes ☐ No

Budget Revisions: ☒ Yes ☐ No

Budget Amendments: ☒ Yes ☐ No

Period of Performance Extensions: ☒ Yes ☐ No

Other \_\_\_\_\_: ☒ Yes ☐ No

Signature:

April 25, 2018

**FY 2022 LOCAL SHARE CERTIFICATION FOR FUNDING**

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

**Requested Funding Amounts**

<b><u>Project</u></b>	<b><u>Total Amount</u></b>	<b><u>Local Share**</u></b>
Administrative	\$ <b><u>173,684.00</u></b>	\$ <b><u>34,736.80</u></b> (20%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ _____	\$ _____ (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (20%)
Combined Capital	\$ <b><u>1,048,000.00</u></b>	\$ <b><u>209,600.00</u></b> (20%)
Mobility Management	\$ _____	\$ _____ (50%)
5310 Capital Purchase of Service	\$ _____	\$ _____ (20%)
5307 Capital	\$ <b><u>42,074.50</u></b>	\$ <b><u>8,414.90</u></b> (20%)
_____	\$ _____	\$ _____ (%)
_____	\$ _____	\$ _____ (%)

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

<b>TOTAL</b>	\$ <b><u>1,263,758.50</u></b>	\$ <b><u>252,751.70</u></b>
	<b>Total Funding Requests</b>	<b>Total Local Share</b>

**\*\*NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

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

<b><u>Source of Funds</u></b>	<b><u>Apply to Grant</u></b>	<b><u>Amount</u></b>
<b><u>County General Fund</u></b>	<b><u>Admin</u></b>	\$ <b><u>34,736.80</u></b>
<b><u>County General Fund</u></b>	<b><u>5311 Capital</u></b>	\$ <b><u>209,600.00</u></b>
<b><u>County General Fund</u></b>	<b><u>5307 Capital</u></b>	\$ <b><u>8,414.90</u></b>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

FY 2022 Local Share Certificate (page 2)

_____	_____	\$ _____
_____	_____	\$ _____
<hr/>		
TOTAL		\$ <u>252,751.70</u>

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

I, the undersigned representing (*Legal Name of Applicant*) **Cabarrus County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2022 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2021**, which has a period of performance of July 1, 2021 – June 30, 2022.

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

\_\_\_\_\_  
Type Name and Title of Authorized Official

\_\_\_\_\_  
Date



**FY 2022 LOCAL SHARE CERTIFICATION FOR FUNDING**

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

**Requested Funding Amounts**

<b><u>Project</u></b>	<b><u>Total Amount</u></b>	<b><u>Local Share**</u></b>
Administrative	\$ <b><u>173,684.00</u></b>	\$ <b><u>34,736.80</u></b> (20%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ _____	\$ _____ (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (20%)
Combined Capital	\$ <b><u>655,000</u></b>	\$ 131,000 (20%)
Mobility Management	\$ _____	\$ _____ (50%)
5310 Capital Purchase of Service	\$ _____	\$ _____ (20%)
5307 Capital	\$ <b><u>42,074.50</u></b>	\$ <b><u>8,414.90</u></b> (20%)
_____	\$ _____	\$ _____ (%)
_____	\$ _____	\$ _____ (%)

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

<b>TOTAL</b>	<b>\$ <u>870,758.50</u></b>	<b>\$ <u>174,151.70</u></b>
	<b>Total Funding Requests</b>	<b>Total Local Share</b>

**\*\*NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

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

<b><u>Source of Funds</u></b>	<b><u>Apply to Grant</u></b>	<b><u>Amount</u></b>
<b><u>County General Fund</u></b>	<b><u>Admin</u></b>	\$ <b><u>34,736.80</u></b>
<b><u>County General Fund</u></b>	<b><u>5311 Capital</u></b>	\$ <b><u>131,000.00</u></b>
<b><u>County General Fund</u></b>	<b><u>5307 Capital</u></b>	\$ <b><u>8,414.90</u></b>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

FY 2022 Local Share Certificate (page 2)

_____	_____	\$ _____
_____	_____	\$ _____
<hr/>		
<b>TOTAL</b>		<b>\$ <u>174,151.70</u></b>

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

I, the undersigned representing (*Legal Name of Applicant*) **Cabarrus County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2022 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2021**, which has a period of performance of July 1, 2021 – June 30, 2022.

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

\_\_\_\_\_  
Type Name and Title of Authorized Official

\_\_\_\_\_  
Date

## **PUBLIC TRANSPORTATION PROGRAM RESOLUTION**

### **FY 2022 RESOLUTION**

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
*Signature of Certifying Official*

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

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

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

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

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

***Affix Notary Seal Here***



## **FY 2022 Public Hearing Meeting Minutes**

To support the combined program Resolution for FY 2022, a copy of the minutes from your public hearing reflecting the grant funds applied for must be uploaded into EBS as a supporting document.

Final Board-approved minutes must be uploaded as soon as possible but no later than January 15, 2021.

---

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

---

### **PUBLIC HEARING RECORD**

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

**APPLICANT:**    Cabarrus County

**DATE:**                \_\_\_\_\_

**PLACE:**              \_\_\_\_\_

**TIME:**                \_\_\_\_\_

**How many BOARD MEMBERS attended the public hearing?**                \_\_\_\_\_

**How many members of the PUBLIC attended the public hearing?**        \_\_\_\_\_

**Public Attendance Surveys**

☐ *(Attached)*

☐ *(Offered at Public Hearing but none completed)*

---

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

**During the Public Hearing**

☐ *(NO public comments)*

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

The estimated date for board approval of meeting minutes is: \_\_\_\_\_

\_\_\_\_\_  
Signature or Clerk to the Board

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

*Affix Seal Here*

## Voluntary Title VI Public Involvement

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

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

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

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

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

Thank you for your cooperation.

SECTION 5311, 5310, 5339, Combined Capital, 5307 or State Funds Call for Projects

TITLE VI PROGRAM REPORT

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

**Part A – No complaints or Lawsuits Filed**

I certify that to the best of my knowledge, No complaints or lawsuits alleging discrimination have been filed against Cabarrus County Transportation (*Transit System Name*) during the period July 1, 2019 through June 30, 2020.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Downs/ County Manager

\_\_\_\_\_  
Type Name and Title of Authorized Official

---

**Part B – Complaints or Lawsuits Filed**

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against \_\_\_\_\_ (*Transit System Name*) during the period July 1, 2019 through June 30, 2020.

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

(Attach an additional page if required.)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type Name and Title of Authorized Official

---

**Part C - Title VI Plan**

Do you currently have a Title VI Plan: \_\_\_\_\_

Date of last plan update: \_\_\_\_\_





**Quote Number:** QU0000513490

**Effective:** 16 SEP 2020

**Effective To:** 15 NOV 2020

**Bill-To:**

CABARRUS COUNTY SHERIFFS DEPT  
PO BOX 525  
CONCORD, NC 28026  
United States

**Ultimate Destination:**

CABARRUS COUNTY SHERIFFS DEPT  
30 CORBAN AVE SE  
CONCORD, NC 28026  
United States

**Attention:**

**Name:** Travis McGhee CCTS  
**Email:** tpmcghee@cabarruscounty.org

**Sales Contact:**

**Name:** Jody Johnson  
**Email:** jodyjohnson@callmc.com  
**Phone:** 7045975220

**Contract Number:** NC STATE NON Ariba -725G

**Freight terms:** FOB Destination

**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	13	M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ	\$1,564.00	\$1,173.00	\$15,249.00
1a	13	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$32.25	\$419.25
1b	13	GA01339AA	ENH: SW P25 TRUNKING	\$1,070.00	\$802.50	\$10,432.50
1c	13	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-
1d	13	G142AD	ADD: NO SPEAKER NEEDED	-	-	-
1e	13	GA00580AA	ADD: TDMA OPERATION APX	\$450.00	\$337.50	\$4,387.50
1f	13	GA01767AG	APX MOBILE RADIO AUTHENTICATION	\$100.00	\$75.00	\$975.00
1g	13	GA09008AA	ADD: GROUP SERVICES	\$150.00	\$112.50	\$1,462.50
1h	13	G66BF	ADD: DASH MOUNT O2 APXM	\$125.00	\$93.75	\$1,218.75
1i	13	G24AX	ADD: 3Y ESSENTIAL SERVICE	\$138.00	\$138.00	\$1,794.00
1j	13	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	-	-	-
1k	13	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1l	13	GA00804AA	ADD: APX O2 CONTROL HEAD	\$492.00	\$369.00	\$4,797.00
1m	13	W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$54.00	\$702.00
2	637	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$637.00

**Total Quote in USD**

**\$42,074.50**

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order

- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

# North Carolina Department of Transportation



## FY 2022 Community Transportation Program Application Package

Includes the Section 5311- Non-urbanized Area Formula Program, Human  
Service Transportation Management Program

August 24, 2020

N.C. Department of Transportation  
Integrated Mobility Division  
1 S. Wilmington Street Raleigh, NC 27601



### Announcement

Community Transportation Systems (CT) have the choice to use their 5311 CT funding for 1) Administrative expenses, 2) Operating expenses, or 3) a combination of both. The total of the grant(s) cannot exceed the federal and state amount allocated. The State does not participate in Operating grants therefore, the local match would be 50%.

For FY 2022 there will be a separate Combined Capital Call for Projects for all capital projects excluding Direct Purchase of Service requests from non-transit applicants.

\*Transit systems will use one checklist, the Unified Application Checklist, for all FY 2022 grants applied for.

### Background

On December 4, 2015, President Obama signed the Fixing America's Surface Transportation (FAST) Act, reauthorizing surface transportation programs through Fiscal Year 2021. For details on the FAST Act at refer to the FTA's website at <https://www.transit.dot.gov/funding/grants/fast-act>

The Federal Transit Administration, on the behalf of the Secretary of Transportation, apportions appropriated 5311 funds annually to the Governor of each state for public transportation projects in non-urbanized areas.

The Governor of North Carolina, in accordance with the Urban Mass Transportation Act of 1964, as amended, designated the N.C. Department of Transportation (NCDOT) Integrated Mobility Division (IMD) as the agency to receive and administer federal and state public transportation funds. The NCDOT (G.S. 136-44.20) is the recipient of all Section 5311 funds and the Community Transportation Program (CTP) applicant is the sub-recipient. The purpose of Section 5311 assistance is the provision of public transportation services and maximum feasible coordination with other rural transportation services.

The Integrated Mobility Division shall have principal responsibility and authority for the administration of the Section 5311 Program and shall administer the programs in accordance with the guidance published by the Federal Transit Administration Circular 9040.1G and in accordance with existing Federal and State regulations pertaining to the administration of Federal grants by the North Carolina Department of Transportation. Transportation systems can use Section 5311 funds for public transportation projects in non-urbanized areas. Because most rural trips end in urbanized areas, Section 5311 funds can be used for portions of trips in

urbanized areas, however, the primary beneficiary of the transportation must be rural areas. A rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation disadvantaged. Transportation disadvantaged people include elderly people and people with disabilities.

## Integrated Mobility Division Goals

The Integrated Mobility Division has goals to achieve the definition of coordinated transportation services. These goals are:

1. Support general public transportation in rural North Carolina (less than 50,000 population) and provide a coordinated network
2. Enhance access in rural areas to health care, shopping, education, employment, public services and recreation.
3. Encourage the most efficient use of **all** transportation funds used to provide passenger transportation in rural areas through coordination of programs and services.

## Timetable

### **Application Timeline for FY 2022**

<b>DATES</b>	<b>TASK/EVENT</b>
August 24, 2020	<ul style="list-style-type: none"><li>• Grant Application Package Distributed</li></ul>
Aug 24 – Dec 1, 2020	<ul style="list-style-type: none"><li>• MDS' Available to Assist Grantees with Questions</li></ul>
December 1, 2020	<ul style="list-style-type: none"><li>• Grant Application Due to NCDOT (including Project Funding Request Form)</li></ul>
Dec 2020 – Feb 2021	<ul style="list-style-type: none"><li>• Grant Application Review Process</li></ul>
January - March 2021	<ul style="list-style-type: none"><li>• IMD makes funding recommendation to NCDOT BOT</li></ul>
April – June 2021	<ul style="list-style-type: none"><li>• FTA grant review and award for federal funding</li></ul>
July 1, 2021	<ul style="list-style-type: none"><li>• Effective date of one year grant agreement</li></ul>

## ELIGIBILITY

### Designated Applicant

North Carolina's coordinated approach to service delivery currently allows a single application within each designated service area. Section 5311 funding is only provided to a single sub recipient within each geographical area (county or counties served by a regional transit system). Originally, the transit system's service area for rural operations was established by the governing body in the initial Transportation Development Plan (TDP) for the service area and approved by the NCDOT. IMD will implement the adoption of a Governing Board resolution that designates the single designated 5311 applicant on a 5-year cycle. The cycle is 2018, 2023, 2028 and so forth.

### Transportation Advisory Board

Each applicant is REQUIRED to have a Transportation Advisory Board (TAB) or a Governing Board if an Authority or non-profit organization. A TAB is made up of stakeholders from the service area that care about the services provided by the transit system. The make-up of the TAB is representative of the various target audiences in the service area and includes one or more actual passengers of the transit system. An "ACTIVELY ENGAGED" Transportation Advisory Board is expected to discuss unmet needs in the service area, service design and scheduling, billing rates and fares, and to resolve complaints. They also monitor compliance with federal regulations and the status of any deficiencies noted in any official federal, state or local review or report. The Transportation Advisory Board is a locally formed advisory group based on the following guidelines and requirements:

#### TRANSPORTATION ADVISORY BOARD (TAB) COMPOSITION

CATEGORIES	PUBLIC HUMAN SERVICE AGENCY	TRANSPORTATION PROVIDERS	PUBLIC AND BUSINESS SECTORS	GOVERNMENT AND GOVERNMENTAL AFFILIATES	TRANSIT USER
<i>Suggested number of representatives per category</i>	<b>3-5</b>	<b>1-2</b>	<b>4-5</b>	<b>3-5</b>	<b>1-3</b>
<b>NOTE:</b> TAB members should be individuals that know about the transit needs of the general public including the elderly, minorities, disabled, LEP, or low income populations living in the service area.	<ul style="list-style-type: none"> <li>▪ Senior Services</li> <li>▪ DSS</li> <li>▪ Vocational Rehabilitation</li> <li>▪ Head Start</li> <li>▪ Shelter Workshop</li> <li>▪ Health Dept.</li> <li>▪ Veterans Admin</li> <li>▪ Smart Start</li> <li>▪ Mental Health</li> <li>▪ Housing Authority</li> <li>▪ Human Service Transit Users</li> </ul>	<ul style="list-style-type: none"> <li>▪ Private transportation providers</li> <li>▪ Intercity bus providers</li> <li>▪ Ambulance Service</li> <li>▪ Regional Authority</li> <li>▪ Urban System</li> <li>▪ Faith based services</li> <li>▪ Volunteers</li> </ul>	<ul style="list-style-type: none"> <li>▪ Chamber of Commerce</li> <li>▪ Major employers</li> <li>▪ DBE's</li> <li>▪ Hospital/Dialysis Ctr. Staff</li> <li>▪ Non-profit organizations</li> <li>▪ Employment Transit Users</li> <li>▪ General Public Transit Users</li> <li>▪ Public Citizens</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>*MPO</b></li> <li>▪ <b>*RPO</b></li> <li>▪ <b>*Emergency Management</b></li> <li>▪ Economic Development</li> <li>▪ Employment Security Commission</li> <li>▪ Job Link and/or Career Centers</li> <li>▪ Elected Officials</li> <li>▪ County Government staff</li> <li>▪ Community</li> </ul>	<ul style="list-style-type: none"> <li>▪ Passenger(s) that currently utilize the transit system</li> </ul>



**\*Representatives from Emergency Management and the local Rural Planning Organization or Metropolitan Planning Organization are encouraged to attend at least 1 TAB meeting per year if possible to understand the priorities of the transit system; offer advice on what they can do for, or need from, public transportation; and to build strong working relationships.**

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- The Transportation Advisory Board must include representatives from the elderly, minority, Limited English Proficiency (LEP), disabled and/or low-income populations in the service area **or** include individuals that represent these consumer groups that will challenge the transit system to be more sensitive to their needs or to discuss unmet needs of their consumer group. Census data should be consulted to determine which groups should be represented and the size of the representation needed.
  - If the applicant serves as an “umbrella” agency for programs in addition to transportation services, then the Executive or Governing Board may not serve as the Transportation Advisory Board. There may be overlapping of members from the Executive or Governing Board, but there must be a separate Transportation Advisory Board that meets the requirements.
  - If the applicant is a transportation authority or a non-profit organization that only provides transportation, the Executive or Governing Board may serve as the Transportation Advisory Board. In this case, the composition of the Executive or Governing Board will have to meet the 5311 Program requirements to serve as the TAB or consider creating a separate TAB that does meet the requirements.
  - IMD expects, at a minimum, a **quarterly TAB meeting** for the community transportation system to maintain ongoing communications as one means of seeking public involvement, and ongoing administrative oversight. TAB meetings must be open to the public and the public must be notified of the scheduled meetings through such means as posting notices on agency Web sites; local news media; flyers; etc. Additionally, meeting minutes must be published and distributed to IMD regional mobility development specialists, with original file copies maintained by the transportation system for a minimum of five (5) years.
  - All TAB or Governing Board members must sign an **annual** Conflict of Interest form and the signed form must be attached as an application document.
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## **Regulatory Compliance**

All projects must annually meet all Federal/State requirements prior to July 1, the beginning of the project period and State fiscal year, to be eligible for reimbursement of Federal funds for the entire project period. **Applicants that do not meet federal and state requirements are not eligible to receive reimbursement for expenses incurred prior to the effective date of compliance.** NCDOT will not award any financial assistance until the applicant provides assurance of compliance and it has been determined that federal and state requirements are met. **In addition to Federal compliance requirements, IMD requires all transit systems to:**

- 1) use automated scheduling software;
- 2) maintain 80% or greater compliance in AssetWorks;
- 3) submit required reports such as Charter, OpStats, ROAP, etc....by the designated due date;
- 4) submit invoices on a monthly or quarterly basis; and
- 5) participate in 2 official site visits per fiscal year with the assigned Mobility Development Specialist.

**ALL the documents below must be completed and returned as part of the CTP application. Documents will be uploaded in the “FY 2022 Application” tab in the Drop Box in Enterprise Business Services (EBS). Where applicable, documents that apply to multiple budgets i.e.,**

**Authorizing Resolution, Title VI Report, etc....only have to be completed and uploaded one time. Please review Master Document tab on the Unified Application Checklist to see what documents are required for multiple applications.** In addition to the Master Documents, the 5311 application has additional supporting documents such as vehicle insurance certification or a service agreement. **The 5311 Checklist tab on the Unified Application Checklist is a companion list to the master set of documents you must include when you submit your application. The Unified Application Checklist is a separate document to be downloaded one time off of IMD's website in the "Documents Library, Grants, Unified Application Checklist". The checklist covers all grants IMD sponsors and will be uploaded one time in EBS.**

***\* Transit systems will use one checklist, the Unified Application Checklist, for all FY 2022 grants applied for.***

Some documents must be signed by the AUTHORIZED OFFICIAL as indicated. Some documents must AFFIX A SEAL as indicated on the form. Instructions are included with the form

	<b>DOCUMENTS</b>	<b>COMMENTS</b>
1	<b><i>Authorizing Resolution</i></b>	Each applicant will accurately complete and submit with its grant application a Governing Board Approved Transportation Program Resolution. The Transportation Program Resolution is for Federal and State funded projects that provide general public transportation.
2	<b><i>Certifications and Assurances, Attorney's Affirmation, Lobbying Certification, Equivalent Service Certification, and 5333(b) Labor Warranty</i></b>	In accordance with 49 U.S.C. 5323(n), Certifications and Assurances have been compiled for the North Carolina Community Transportation Program. NCDOT requires sub- recipients to certify to all applicable categories.  Certifications and Assurances documents are received from the FTA. All State and Federal certification documents will be distributed as a package upon receipt of federal documents.
3	<b><i>Title VI Certification</i></b>	All Recipients of FTA and State funds must comply with Title VI of the 1964 Civil Rights Act, Section 601. Title VI states that "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."  <ul style="list-style-type: none"> <li>Additional federal information may be found in FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," dated October 1, 2012 at:  <a href="http://www.fta.dot.gov/documents/FTA_Title_VI_FINAL.pdf">http://www.fta.dot.gov/documents/FTA_Title_VI_FINAL.pdf</a> </li> </ul>

4	<b><i>Disadvantaged Business Enterprise (DBE) Certification</i></b>	All recipients and sub-recipients of grant funds from the FTA and/or the State of North Carolina must participate in the DBE Program/Minority Business Enterprises (MBE) Program. DBE Program information may be found at <a href="https://www.ebs.nc.gov/VendorDirectory/default.html">https://www.ebs.nc.gov/VendorDirectory/default.html</a> All required (*) activities must be completed and documents kept for five years.
5	<b><i>DBE/MBE/WBE/HUB Anticip. Vendor Award</i></b>	Expected DBE/MBE/WBE/ and HUB to be used in FY 2022.
6	<b><i>Public Hearing Notice</i></b>	As part of the CTP application, a public hearing must be held in front of the applicant's governing body. The public hearing may cover multiple grant requests to include 5311, Combined Capital Appalachian Program, 5310 Enhanced Mobility for Seniors and Individuals with Disabilities, and ROAP, etc..... The applicant must publish one public notice in a newspaper(s) having general circulation in the project's proposed service area. It is recommended that the Public Hearing Notice provide a minimum of seven (7) calendar days' notice and a maximum of fourteen (14) calendar days' notice between the time that the Public Hearing Notice is published in the newspaper and the actual public hearing date. In accordance with the DOT LEP Guidance, 70 FR 74087, (December 14, 2005), a public notice will also be published in <b><u>Spanish</u></b> in counties that have 1,000 or 5% of their population that speaks Spanish at home, but speaks English less than well. <b>Applicants in the counties listed in Appendix A <u>MUST</u> publish a public hearing notice in English and Spanish.</b> <b>A Spanish version of the public notice is in the application package. Applicants ensure the accuracy of the translation.</b>



7	<i>Public Hearing / Public Hearing Record / Public Hearing Minutes</i>	<p>The applicant must hold a public hearing on the proposed project(s) to allow members of the community the opportunity to comment on transportation needs and the grant application. <b>Each grant request (i.e., 5311, Appalachian, 5310, or ROAP) must be addressed individually with the hearing formally opened, closed and reflected in the minutes.</b> During the hearing the public should explicitly be asked if they wish to comment on the proposed funding. The public hearing will be held before the governing board.</p> <ul style="list-style-type: none"> <li>▪ County Commissioners - county applicants</li> <li>▪ Board of Directors - non-profit applicants</li> <li>▪ Authority Board of Directors or Executive Board - public transportation authorities</li> <li>▪ City/Town Council - municipalities</li> </ul> <p>The Clerk/Secretary to the Board must complete, sign and certify the Public Hearing Record form. Either indicate that NO public comments were made <u>or</u> public comments were made and enter the estimated date for board approval of meeting minutes. <b>A copy of the board approved minutes must be submitted to support the Transportation Program Resolution and if there were any public comments made.</b></p>
8	<i>Public Hearing Outreach</i>	<p>Outreach efforts beyond holding a public hearing must be conducted to inform the public including minorities, women, elderly, disabled, LEP, low income individuals, and persons who are not human service agency clients, about the availability of CTP funds and to discuss transportation service needs. These efforts should include, but are not limited to surveys, presentations to groups, committees, fliers and/or posters. The intent is to remove barriers and conditions that prevent these groups from receiving access, participation and benefits of the CTP funded services. Services and benefits must be distributed in a non-discriminatory manner. Title VI of the Civil Rights Act of 1964 applies. This form should include a <u>DETAILED DESCRIPTION</u> of public hearing outreach efforts by the applicant to inform the public <u>(INCLUDING MINORITY, WOMEN, ELDERLY, DISABLED, LIMITED ENGLISH PROFICIENCY (LEP), AND LOW INCOME INDIVIDUALS)</u> about the public hearing to comment on the Community Transportation Grant application.</p>
9	<i>Local Share Certification for Funding</i>	<p>The Legal Applicant must certify to the North Carolina Department of Transportation that the required local funds for the FY 2022 Community Transportation Program will <u>be</u> available as of July 1, 2021 for FY 2022, which has a period of performance of July 1, 2021 – June 30, 2022</p>
10	<i>Surface Transportation Providers</i>	<p>List of all private transportation providers.</p>

11	<b><i>Transportation Advisory Board/ Governing Board Composition</i></b>	Each applicant is <u>REQUIRED</u> to have a Transportation Advisory Board (TAB) or a Governing Board. A TAB/Governing Board is made up of stakeholders from the service area that care about the services provided by the transit system. The make-up of the TAB/Governing Board is representative of the various target audiences in the service area and includes one or more actual passengers of the transit system. An “ <u>ACTIVELY ENGAGED</u> ” Transportation Advisory Board/Governing Board is expected to discuss unmet needs in the service area, service design and scheduling, billing rates and fares, and to resolve complaints. They also monitor compliance with federal regulations and the status of any deficiencies noted in any official federal, state or local review or report.
12	<b><i>Equal Employment Opportunity (EEO)</i></b>	Threshold Requirements: Any applicant, recipient, or sub-recipient is required to comply with program requirements in Chapter III if it meets the following thresholds: <ul style="list-style-type: none"> <li>a. Employees <b>100*</b> or more transit-related employees*; <b>and</b></li> <li>b. Requests or receives capital or operating assistance under Sections 3, 4(i), or 9 of the FTA; assistance under 23 U.S.C. 142(a)(2) or 23 U.S.C. 103(e)(4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; <b>or</b></li> <li>c. Request and receives planning assistance under Sections 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year.</li> <li>d. <i>Employers with 50-99 employees must keep an EEO plan on file and available upon request.</i></li> </ul>
13	<b><i>Project Funding Request Form</i></b>	<b><u>Attention:</u></b> The Project Funding Request Form (Page 1) must be completed by all systems for each budget requested and placed in the grant application.
14	<b><i>Conflict of Interest Form(s)</i></b>	All TAB and/or Governing Board members must sign an <u>annual</u> Conflict of Interest form. <b><u>Signed forms must be scanned and uploaded.</u></b>
15	<b><i>Facility Insurance Verification</i></b>	All systems with federal funds in their facility must provide a certificate of insurance for their facility(s).

16	<i><b>DUNS Verification</b></i>	All applicants must verify their DUNS number has been verified and is active. A copy of the verification is a document to be uploaded into EBS. Refer to application package for instructions and sample.
17	<i><b>Application Checklist</b></i>	Attach completed checklist showing all other required documents that are to be uploaded into Partner Connect
18	<i><b>5311 Designee Certification Form</b></i>	Certification resolving there will be one operator and applicant for the coordinated community transportation system for FY2018 – FY2022. <b>On file from FY 2018 5311</b>

## **Procurement and Third Party Contracting**

Procurement and third party contracting activities are primarily the responsibility of the sub-recipient. Sub-recipients should follow established local procedures and applicable state or federal standards in accordance with the North Carolina Consolidated Procurement Code (as amended). The procurement and contract standards set forth under N.C. G. S. 143 Article 8 and FTA Circular 4220.1F shall apply to the procurement of all goods and services the sub-recipient will purchase under the project contract.

IMD requires that all procurements, such as a service contract, be completed according to federal and state guidelines, with supporting documents to validate purchases. **Transit systems must have all procurements > \$10,000 reviewed by IMD's procurement section or the procurement cannot be reimbursed.** Procurements must be completed by May 1, 2022.

For more information on procurement and third party contracting refer to the *Procurement and Third Party Contracting*, and the *Circular 4220.1F, Third Party Contracting Guidance*.



## Application Process

The FY 2022 CTP grant application must be transmitted through the online **NCDOT Grants Module, EBS, no later than 11:59 pm EST, Tuesday, December 1, 2020. An incomplete application will not be reviewed.** The documents identified in the Master Documents tab and the Section 5311 tab on the Unified Application Checklist must be submitted as attachments in the **Drop Box** within EBS. Note that documents with original signatures must be scanned for electronic submittal (ensure that seal is visible for documents with seals) and some forms/other documents must be saved and attached in their original form (Microsoft Word/Excel), as indicated in the Unified Application Checklist.

**All documents are to be uploaded in the “FY 2022 Application” tab in the Drop Box and must use the following naming convention: SystemName.FY.DocumentName; i.e. “CarolinaCo.FY22.TitleVIREport”. Mobility Development Specialists will review uploaded documents and attach them to the appropriate online budget. The budget forms can be found in the EBS Search box under Programs at P2022\*, then select the Admin and/or Operating budget to complete.**

**Refer to the application package for Drop Box document uploading instructions.**

**For convenience, Transit systems may attach one zipped file containing the supporting documents for all grants applied for in addition to the 5311 Admin grant.**

## FUNDING AND MONITORING

The IMD supports community transportation systems in fulfilling the transportation needs of each community by providing ADMINISTRATIVE AND OPERATING funding assistance programs. The division has sought increased state funding in these key areas to assist in meeting the goals and policy objectives of the Community Transportation Program.

Community transportation systems will be eligible to receive these funding assistance programs if the policy requirements of the Community Transportation Program are met.

Budget Category	Federal Share	State Share	Local Share
Administration	80%	5%	15%
Operating	50%	0%	50%

**<sup>1</sup> State funding is subject to State appropriations and availability of funds**

**Community Transportation Systems in non-Urbanized Area Counties** – For the FY 2022 Call for Projects, the 5-year funding allocation formula developed for FY17 will continue to be used. The funding formula for Fiscal Year 2022 provides 1) a base level of \$30,000 for each county in the 5311-funded transit system's service area, 2) 10% of the formula is for performance and 3) the remaining funds are based on the amount of funds that were generated by each transit system. The remaining funds are distributed based on the FTA Apportionment formula which is how FTA determines the apportionment to each state. If the formula amount apportioned to a transit system was below FY 2017 totals, state or other federal funds were added to equal no more than a 10% reduction. This 10% reduction will continue each year until the funding matches the earned amounts. Ten percent (10%) of the funding will be based on performance as well. If you were above the apportioned amount, you will receive a slight increase. This funding formula will allow for future incorporation of performance criteria.

**Funding Requests** - All community transportation systems are required to utilize the Uniform Public Transportation Accounting System (UPTAS) for budgeting and reporting. The governing board determines how to allocate the maximum amount of funds for which they are eligible, to meet the transportation needs of the service area for the fiscal year. The administrative funding allocated to the system can be budgeted at the discretion of the system, utilizing eligible UPTAS cost categories (Object Codes) with the exception of G481 central services [indirect cost], G452 vehicle insurance, G371 marketing, G372 promotional items, and G395 Training [employee development]).

**Cost Allocation/Indirect Cost Plan:** If the applicant intends to include indirect overhead costs in the funding request, a Cost Allocation Plan/Indirect Cost Plan must be submitted and approved by the governing board along with a signed and notarized Cost Allocation Plan/Indirect Cost Plan (CAP) to NCDOT with the administrative grant application. *Documentation to support the requested indirect cost rate must be submitted along with the 5311 Admin application.* The documentation needed includes: Signed

Certification page from the Cost Allocation Plan (CAP), page(s) from the CAP showing indirect costs allocated to the Transportation Department, page(s) from the transit system's financial report showing total salaries & fringes paid to the entire Transportation Department staff and an official statement verifying the Cognizant Agency. Requests for the 10% de-minimis rate will be approved if FTA requirements are met. The applicant may request less funding in the indirect cost line item than that which is approved. Central Services G481 funds may not be re-allocated to other line items through Change Requests.

**NOTE:** Indirect Overhead Costs are only allowable under 5311 Administrative grants.

**Program Auditing** -The Integrated Mobility Division is responsible for providing program monitoring and financial oversight to ensure that Federal/State funds are used for the intended purposes awarded. This is accomplished through various on-site program monitoring and evaluation tools including, but not limited to: Maintenance Reviews, Site Visits, Compliance Reviews, Drug and Alcohol Reviews and attendance at TAB meetings. In addition, subrecipients that receive, hold, use or expend State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The Department's Office of Inspector General periodically conducts programmatic and financial reviews in addition to Site Visits to audit expenditures of IMD subrecipients.

**Safety & Security Compliance Reviews** – A Safety & Security Plan is required from the systems and must be annually certified by the Accountable Executive via a formal process. IMD performs a Safety & Security Compliance Review every three (3) years and the plan will be revisited on a triennial basis. If the system makes any updates to their plan, Board approval is required. A Safety Officer and an Accountable Executive must be identified in the Safety & Security Plan.



## FUNDING ASSISTANCE

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This overview guide discusses Administrative and Operating budget requests. All Capital requests regardless of funding source are to be submitted on the FY 2022 Combined Capital grant application. That application package is available on IMD's webpage.

Transit systems may use their allocated funds for Admin expenses, Operating expenses, or a combination of expenses. If a system requests both an Admin budget and an Operating budget the total amount of the funding requested may not exceed the total federal and state allocation. All program budgets can be found on IMD's Electronic Business System (EBS) page, in the Search box under Programs, at P2022\*, then select the appropriate budget.

### Administrative Budgets

Applicants are expected to carefully consider administrative budget request submissions. A careful review of actual line item expenditures over the past 2-3 years should play an integral role in determining current budget request. For the FY 2022 Call for Projects, the funding allocation formula that was created in FY17 will be used. The funding formula provides 1) a base level of \$30,000 for each county in the 5311-funded transit system's service area, and 2) allocates the remaining funds based on the amount of funds that were generated by each transit system. The remaining funds are distributed based on the FTA Apportionment formula which is how FTA determines the apportionment to each state. If the amount apportioned to a transit system was below FY 2017 totals, state or other federal funds were added to bring the allocation to back to that level. If you were above the amount, you will receive a slight increase.

Funding allocations will be provided to each transit system through their Mobility Development Specialist.

**\*\*\* System requests may not go over the federal and state amount allocated.**

**Health Insurance (G-183)** is an allowable expense for the employees listed on the Admin grant only. **Family coverage is not an eligible expense.**

**Vehicle insurance** is an allowable administrative expense in the CTP application. Only active revenue vehicles are eligible for vehicle insurance cost participation by IMD. The applicant will be required to submit the following documentation that will be used to determine the IMD financial participation level for vehicle insurance:

- Certificate of Insurance - verifying liability limits, and the deductible amount,
- Auto Schedule - a list of the insured vehicles and the cost associated with insuring each vehicle at the required levels. The applicant should request this information from their insurance provider. IMD will cap reimbursement to the federal and state share of 85% of the actual annual premium cost, up to a maximum annual premium cost of \$2,500 per revenue vehicle.

**Note: All transit systems are required to have a minimum amount of insurance, \$1.5 Million per vehicle, but transit systems that have 16 passenger vehicles or larger in their fleet must have insurance coverage of \$5 Million.**

**Training - Employee Education Expenses (Object Code 395)** – These funds are intended to support training and development activities for community transportation systems’ employees. Eligible employee training expenses include: registration fees, tuition, books and materials for approved courses; travel, lodging and meals related to approved training activities; fees for purchase or rental of Video or CD-ROM training or fees for participation in Internet or world wide web-based training courses (excluding basic Internet service provider fees); and instructor fees and materials cost for approved courses. Employee Development funds may be used to support the travel and registration fees for no more than two drivers for the annual statewide Bus and Van Roadeo.

**NOTE:** Travel expenses for Roadeo volunteers and judges must be paid from another source or the administrative travel line items (object codes 311, 312, and/or 314). Employee Development funds may not be used to defray the cost of salaries for staff attending a training course or conducting a training course for other system employees.

**IMPORTANT:** No costs that are actually or potentially associated with lobbying activities may be paid for using funds approved in the CTP grant in general and in object code 395 in particular. Applicants may not co-mingle approved activities eligible to be funded in this line item with any lobbying activities.

The Integrated Mobility Division will issue minimum training standards for all community transportation systems that receive state financial assistance from the department.

**Marketing and Promotional Items** – Applicants are required to budget Marketing (Object Code 371) and Promotional Items (Object Code 372) at designated levels. According to IMD’s external policy, **EX-102-2, “Required Budget Items by Grant Program”** Section 5311 budgets must spend 2% of the total of their administrative funding request, minus vehicle insurance, on marketing.” Applicants should thoroughly evaluate their marketing needs to determine if more than the 2% minimum should be budgeted. Additionally, funding requests for Object Code 372 cannot exceed 25% of the budgeted amount for Object Code 371.

### Operating Budgets

Applicants must ensure their operating budget requests match the FY 2022 approved budgets. Section 5311 operating funds can ONLY be used to support rural general public routes (RGP).

**RGP DEFINITION:** Intended to provide transportation services for individuals from the county who do not have a human service agency or organization that will pay for the transportation service. The passenger’s origin or destination must be in the rural area.

**Operating Expenses -** Operating expenses are considered those costs directly related to system operations. Eligible items are defined as stated in the UPTAS manual and State Management Plan.

Net operating expenses are eligible for assistance. Net operating expenses are those expenses that remain after the provider subtracts operating revenues from eligible operating expenses. Operating revenues must include farebox revenues. Farebox revenues include fares paid by riders who are later reimbursed by a human service agency or other user-side subsidy arrangement. Farebox revenues do not include payments made directly to the transit system by human service agencies to purchase

service. However, purchase of transit passes or other fare media for clients would be considered farebox revenue. A voluntary or mandatory fee that a college, university, or similar institution imposes on all its students for free or discounted transit service is not farebox revenue. Farebox revenue must be used to reduce total operating expenses (treated as revenue).

Funds received pursuant to a service agreement with a State or local social service agency or a private social service organization may be used as local match. Income from contracts to provide human service transportation may be used either to reduce the net project cost (treated as revenue) or to provide local match for Section 5311 operating assistance. In either case, the cost of providing the contract service is included in the total project cost.

The manner in which a sub-recipient applies income from human service agencies to a project affects the calculation of net operating expenses and, therefore, the amount of Section 5311 operating assistance the project is eligible to receive.

**\*\*\* System requests may not go over the federal and state amount allocated.**

Sources of Local Match. Local match for the remainder of net project costs may be provided from:

- undistributed cash surplus,
- replacement cash fund or reserve,
- service agreement with a State or local social service agency or a private social service organization;
- amounts appropriated or otherwise made available to a department or agency of the Government (other than the [U.S.] Department of Transportation) that are eligible to be expended for transportation:
  - employment training
  - aging
  - community services
  - vocational rehabilitation services
  - TANF
- non-Federal sources that may be used for any or all of the local share include:
  - State or local appropriations
  - dedicated tax revenues
  - private donations and
  - net income generated from advertising and concessions

Any non-DOT Federal funds used as local match must be used for activities included in total net project costs of this grant.

**Note:** Fare box revenue is not an applicable source of local match.

Net Operating Expenses = Total Eligible Operating Expenses – Fare Revenues

*Cost Participation:* The Federal share for net-operating expenses may not exceed 50%.

## Appendix A

### Public Hearing Notice Safe Harbor Requirement

County population includes at least 1,000 persons  
who speak Spanish at home and English "less than well"

Alamance County, North Carolina  
Alleghany County, North Carolina  
Bladen County, North Carolina  
Brunswick County, North Carolina  
Buncombe County, North Carolina  
Burke County, North Carolina  
Cabarrus County, North Carolina  
Catawba County, North Carolina  
Chatham County, North Carolina  
Cleveland County, North Carolina  
Columbus County, North Carolina  
Craven County, North Carolina  
Cumberland County, North Carolina  
Davidson County, North Carolina  
Davie County, North Carolina  
Duplin County, North Carolina  
Durham County, North Carolina  
Forsyth County, North Carolina  
Franklin County, North Carolina  
Gaston County, North Carolina  
Granville County, North Carolina  
Greene County, North Carolina  
Guilford County, North Carolina  
Harnett County, North Carolina  
Henderson County, North Carolina  
Hoke County, North Carolina  
Iredell County, North Carolina

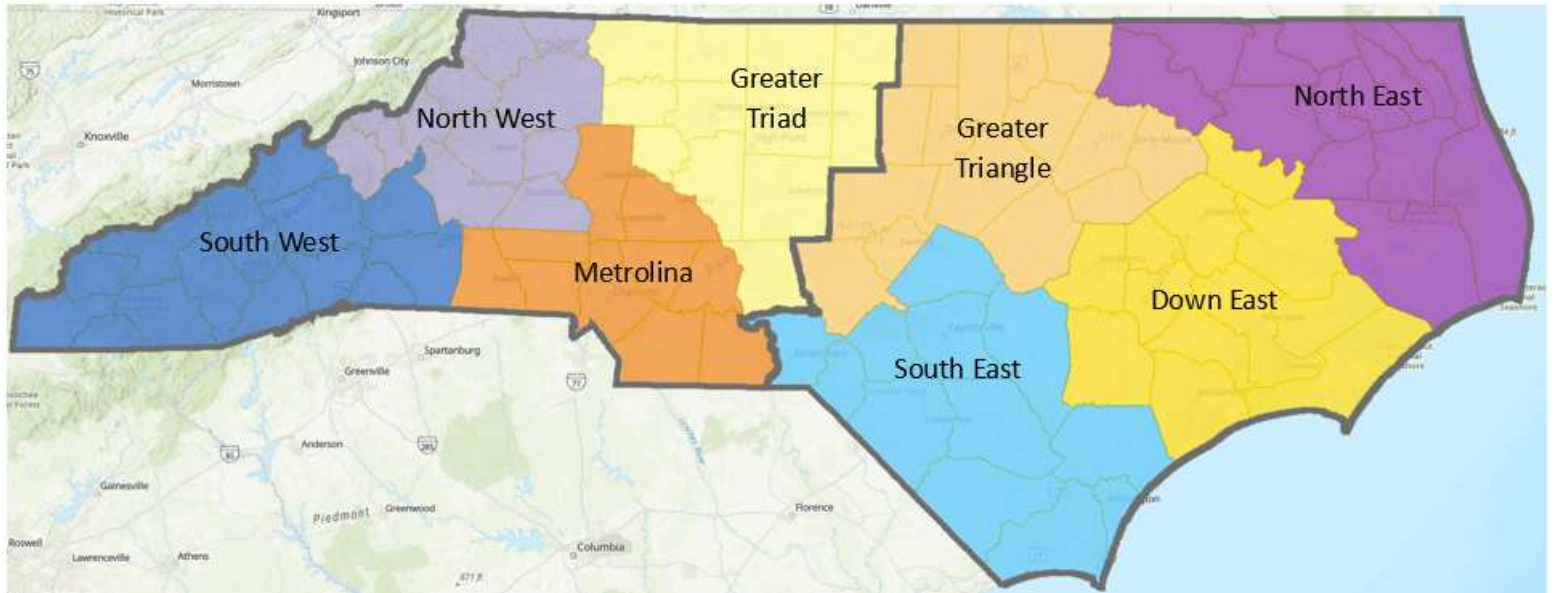
Johnston County, North Carolina  
Lee County, North Carolina  
Lenoir County, North Carolina  
Lincoln County, North Carolina  
Mecklenburg County, North Carolina  
Montgomery County, North Carolina  
Moore County, North Carolina  
Nash County, North Carolina  
New Hanover County, North Carolina  
Onslow County, North Carolina  
Orange County, North Carolina  
Pender County, North Carolina  
Pitt County, North Carolina  
Randolph County, North Carolina  
Robeson County, North Carolina  
Rockingham County, North Carolina  
Rowan County, North Carolina  
Sampson County, North Carolina  
Stanly County, North Carolina  
Surry County, North Carolina  
Union County, North Carolina  
Vance County, North Carolina  
Wake County, North Carolina  
Wayne County, North Carolina  
Wilkes County, North Carolina  
Wilson County, North Carolina  
Yadkin County, North Carolina



## Appendix B

### REGIONAL MOBILITY DEVELOPMENT SPECIALISTS CONTACT INFORMATION

Effective September 1, 2020



Western		Eastern	
Metrolina		Greater Triangle	
Pam DiGiovanni - 919-707-4680 - pmdigiovanni@ncdot.gov		Kathryn Zeringue - 919-707-2610 - kezeringue@ncdot.gov	
Anson County	Iredell County (ICATS)	Chapel Hill Transit	Kerr Area (KARTS)
Cabarrus County	Lincoln County	Chatham Transit Network	Lee County (COLTS)
Charlotte Area Transit System	Mecklenburg County (MTS)	Go Cary	Orange County
Cleveland County (Transportation Administration of Cleveland County, Inc.)	Rowan Transit System (RTS)	Go Durham/Durham County	Person County (PATS)
Concord CK Rider	Salisbury Transit System (STS)	Go Raleigh	Tar River Transit
Gaston County	Stanly County (SCUSA)	Go Triangle	GoWake Access
Gastonia City	Union County	Harnett County	Wilson County
		Johnston County Area Transit (JCATS)	Wilson, City of
Greater Triad		North East	
Bryan Lopez - 919-707-2606 - balopez@ncdot.gov		Alexius Farris - 919-707-4698 - aafarris@ncdot.gov	
Alamance (ACT)	High Point Transit	Albemarle Regional Health Services (ICPTA)	Gates County
Burlington Link Transit	Piedmont Authority for Regional Transportation	Choanoke Public Transportation Authority (CPTA)	Hyde County / Tyrrell County
Caswell County	Randolph County (RCATS)	Dare County	Washington County (Riverlight Transit)
Davidson County	Rockingham (ADTS)		
Greensboro Transit Authority	Winston-Salem Transit Authority (WSTA)		
Guilford County	Yadkin Valley Econ Dev Dist (YVEDDI)		
South West		Down East	
Bernard Clark - 919-707-4678 - bbclark2@ncdot.gov		Tony Sumter - 919-707-4689 - asumter@ncdot.gov	
Asheville Rides Transit	Madison County Transportation Authority	Beaufort County Developmental Center, Inc.	Greenville Area Transit
Buncombe County	Mountain Projects Inc. Haywood Co.	Carteret County	Jacksonville Transit
Cherokee County	Polk County	Craven County (CARTS)	Lenoir County
Clay County	Rutherford County Transit	Duplin County	Martin County
EBCI	Swain County Focal Point on Aging Inc.	Goldsboro-Wayne Transportation Authority	Onslow United Transit System, Inc. (OUTS)
Graham County	Transylvania County	Greene County	Pitt County/Pitt Area Transit System
Jackson County	Western Carolina Community Action, Inc. (WCCA-Apple Country (Henderson County))		
Macon County	Western Carolina Community Action, Inc. (WCCA-Apple Country (Hendersonville))		
North West		South East	
Kenetta McLean - 919-707-4673 - kmmclean@ncdot.gov		Matt Watterson - 919-707-4682 - mjwatterson@ncdot.gov	
Alleghany County	Mitchell County Transportation Authority	Bladen County (BARTS)	Moore County
AppalCART Boone	Western Piedmont Regional Transit Authority	Brunswick Transit System, Inc.	Pender Adult Services Inc. (PAS)
Ashe County Transportation Authority	Wilkes Transportation Authority (WTA)	Cape Fear Public Transportation Authority (Wave)	Richmond Interagency Transportation, Inc.
Avery Co. (ACT)	Yancey County Transportation	Columbus County	Robeson County (SEATS)
McDowell County Transportation		Cumberland County Transit	Sampson County
		Fayetteville Area System of Transit	Scotland County (SCATS)
		Hoke County	

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**November 2, 2020  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

DHS - Transportation FY22 Community Transportation Administrative Grant - Public Hearing  
6:30 p.m.

### **BRIEF SUMMARY:**

The North Carolina 5311 Community Transportation Grant provides funding for county transportation administrative costs such as salaries, marketing and supplies. The grant requires a 20% local county match.

### **REQUESTED ACTION:**

Hold a public hearing.

Motion to accept the FY22 Community Transportation Administrative Grant and adopt the related resolution.

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

5 Minutes

### **SUBMITTED BY:**

Bob Bushey, Transportation Manager

### **BUDGET AMENDMENT REQUIRED:**

No

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

---

## **ATTACHMENTS:**

- ▢ DBE Certification
- ▢ Delegation of Authority
- ▢ local share option A
- ▢ local share option B
- ▢ Program Resolution
- ▢ Public Hearing Minutes
- ▢ Public Hearing Record
- ▢ Title VI
- ▢ Program Overview



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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

## FY 2022 Delegation of Authority

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

I Michael Downs  
(Authorized Official's Typed/Printed Name)

Cabarrus County Manager  
(Authorized Official's Title and Agency)

as the designated party :

Cabarrus County  
(Grant recipient/Applicant Agency)

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

**Primary Designee:**

Michael Downs/ County Manager  
(Name and Primary Designee's Position Title)

Cabarrus County  
(Primary Designee's Agency)

Reimbursement Requests: ☒ Yes ☐ No

Budget Revisions: ☒ Yes ☐ No

Budget Amendments: ☒ Yes ☐ No

Period of Performance Extensions: ☒ Yes ☐ No

Other \_\_\_\_\_: ☐ Yes ☐ No

April 25, 2018

**Alternate Designee #1:**

**Jonathan Marshall/ Deputy County Manager**

(Alternate Designee's Name and Position Title)

**Cabarrus County**

(Alternate Designee's Agency)

Reimbursement Requests: ☒ Yes ☐ No

Budget Revisions: ☒ Yes ☐ No

Budget Amendments: ☒ Yes ☐ No

Period of Performance Extensions: ☒ Yes ☐ No

Other \_\_\_\_\_: ☐ Yes ☐ No

**Alternate Designee #2**

**Rodney Harris/ Deputy County Manager**

(Alternate Designee's Name and Position Title)

**Cabarrus County**

(Alternate Designee's Agency)

Reimbursement Requests: ☒ Yes ☐ No

Budget Revisions: ☒ Yes ☐ No

Budget Amendments: ☒ Yes ☐ No

Period of Performance Extensions: ☒ Yes ☐ No

Other \_\_\_\_\_: ☒ Yes ☐ No

Signature:

April 25, 2018

**FY 2022 LOCAL SHARE CERTIFICATION FOR FUNDING**

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

**Requested Funding Amounts**

<b><u>Project</u></b>	<b><u>Total Amount</u></b>	<b><u>Local Share**</u></b>
Administrative	\$ <b><u>173,684.00</u></b>	\$ <b><u>34,736.80</u></b> (20%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ _____	\$ _____ (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (20%)
Combined Capital	\$ <b><u>1,048,000.00</u></b>	\$ <b><u>209,600.00</u></b> (20%)
Mobility Management	\$ _____	\$ _____ (50%)
5310 Capital Purchase of Service	\$ _____	\$ _____ (20%)
5307 Capital	\$ <b><u>42,074.50</u></b>	\$ <b><u>8,414.90</u></b> (20%)
_____	\$ _____	\$ _____ (%)
_____	\$ _____	\$ _____ (%)

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

<b>TOTAL</b>	<b>\$ <u>1,263,758.50</u></b>	<b>\$ <u>252,751.70</u></b>
	<b>Total Funding Requests</b>	<b>Total Local Share</b>

**\*\*NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

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

<b><u>Source of Funds</u></b>	<b><u>Apply to Grant</u></b>	<b><u>Amount</u></b>
<b><u>County General Fund</u></b>	<b><u>Admin</u></b>	\$ <b><u>34,736.80</u></b>
<b><u>County General Fund</u></b>	<b><u>5311 Capital</u></b>	\$ <b><u>209,600.00</u></b>
<b><u>County General Fund</u></b>	<b><u>5307 Capital</u></b>	\$ <b><u>8,414.90</u></b>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____



FY 2022 Local Share Certificate (page 2)

_____	_____	\$ _____
_____	_____	\$ _____
<hr/>		
TOTAL		\$ <u>252,751.70</u>

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

I, the undersigned representing (*Legal Name of Applicant*) **Cabarrus County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2022 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2021**, which has a period of performance of July 1, 2021 – June 30, 2022.

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

\_\_\_\_\_  
Type Name and Title of Authorized Official

\_\_\_\_\_  
Date

**FY 2022 LOCAL SHARE CERTIFICATION FOR FUNDING**

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

**Requested Funding Amounts**

<b><u>Project</u></b>	<b><u>Total Amount</u></b>	<b><u>Local Share**</u></b>
Administrative	\$ <b><u>173,684.00</u></b>	\$ <b><u>34,736.80</u></b> (20%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ _____	\$ _____ (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (20%)
Combined Capital	\$ <b><u>655,000</u></b>	\$ 131,000 (20%)
Mobility Management	\$ _____	\$ _____ (50%)
5310 Capital Purchase of Service	\$ _____	\$ _____ (20%)
5307 Capital	\$ <b><u>42,074.50</u></b>	\$ <b><u>8,414.90</u></b> (20%)
_____	\$ _____	\$ _____ (%)
_____	\$ _____	\$ _____ (%)

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

<b>TOTAL</b>	<b>\$ <u>870,758.50</u></b>	<b>\$ <u>174,151.70</u></b>
	<b>Total Funding Requests</b>	<b>Total Local Share</b>

**\*\*NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

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

<b><u>Source of Funds</u></b>	<b><u>Apply to Grant</u></b>	<b><u>Amount</u></b>
<b><u>County General Fund</u></b>	<b><u>Admin</u></b>	\$ <b><u>34,736.80</u></b>
<b><u>County General Fund</u></b>	<b><u>5311 Capital</u></b>	\$ <b><u>131,000.00</u></b>
<b><u>County General Fund</u></b>	<b><u>5307 Capital</u></b>	\$ <b><u>8,414.90</u></b>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

FY 2022 Local Share Certificate (page 2)

_____	_____	\$ _____
_____	_____	\$ _____
<hr/>		
TOTAL		\$ <u>174,151.70</u>

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

I, the undersigned representing (*Legal Name of Applicant*) **Cabarrus County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2022 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2021**, which has a period of performance of July 1, 2021 – June 30, 2022.

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

\_\_\_\_\_  
Type Name and Title of Authorized Official

\_\_\_\_\_  
Date

## **PUBLIC TRANSPORTATION PROGRAM RESOLUTION**

### **FY 2022 RESOLUTION**

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

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

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

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

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

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

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

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

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



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

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

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

\_\_\_\_\_  
*Signature of Certifying Official*

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

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

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

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

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

*Affix Notary Seal Here*

## **FY 2022 Public Hearing Meeting Minutes**

To support the combined program Resolution for FY 2022, a copy of the minutes from your public hearing reflecting the grant funds applied for must be uploaded into EBS as a supporting document.

Final Board-approved minutes must be uploaded as soon as possible but no later than January 15, 2021.

---

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

---

### **PUBLIC HEARING RECORD**

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

**APPLICANT:**    Cabarrus County

**DATE:**                \_\_\_\_\_

**PLACE:**             \_\_\_\_\_

**TIME:**                \_\_\_\_\_

**How many BOARD MEMBERS attended the public hearing?**                \_\_\_\_\_

**How many members of the PUBLIC attended the public hearing?**        \_\_\_\_\_

**Public Attendance Surveys**

☐ *(Attached)*

☐ *(Offered at Public Hearing but none completed)*

---

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

**During the Public Hearing**

☐ *(NO public comments)*

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

The estimated date for board approval of meeting minutes is: \_\_\_\_\_

\_\_\_\_\_  
Signature or Clerk to the Board

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

*Affix Seal Here*

## Voluntary Title VI Public Involvement

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

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

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

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

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

Thank you for your cooperation.



**SECTION 5311, 5310, 5339, Combined Capital, 5307 or State Funds Call for Projects**

**TITLE VI PROGRAM REPORT**

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

**Part A – No complaints or Lawsuits Filed**

I certify that to the best of my knowledge, No complaints or lawsuits alleging discrimination have been filed against Cabarrus County Transportation (*Transit System Name*) during the period July 1, 2019 through June 30, 2020.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Downs/ County Manager

\_\_\_\_\_  
Type Name and Title of Authorized Official

---

**Part B – Complaints or Lawsuits Filed**

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against \_\_\_\_\_ (*Transit System Name*) during the period July 1, 2019 through June 30, 2020.

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

(Attach an additional page if required.)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type Name and Title of Authorized Official

---

**Part C - Title VI Plan**

Do you currently have a Title VI Plan: \_\_\_\_\_

Date of last plan update: \_\_\_\_\_

# North Carolina Department of Transportation



## FY 2022 Community Transportation Program Application Package

Includes the Section 5311- Non-urbanized Area Formula Program, Human  
Service Transportation Management Program

August 24, 2020

N.C. Department of Transportation  
Integrated Mobility Division  
1 S. Wilmington Street Raleigh, NC 27601

### Announcement

Community Transportation Systems (CT) have the choice to use their 5311 CT funding for 1) Administrative expenses, 2) Operating expenses, or 3) a combination of both. The total of the grant(s) cannot exceed the federal and state amount allocated. The State does not participate in Operating grants therefore, the local match would be 50%.

For FY 2022 there will be a separate Combined Capital Call for Projects for all capital projects excluding Direct Purchase of Service requests from non-transit applicants.

\*Transit systems will use one checklist, the Unified Application Checklist, for all FY 2022 grants applied for.

### Background

On December 4, 2015, President Obama signed the Fixing America's Surface Transportation (FAST) Act, reauthorizing surface transportation programs through Fiscal Year 2021. For details on the FAST Act at refer to the FTA's website at <https://www.transit.dot.gov/funding/grants/fast-act>

The Federal Transit Administration, on the behalf of the Secretary of Transportation, apportions appropriated 5311 funds annually to the Governor of each state for public transportation projects in non-urbanized areas.

The Governor of North Carolina, in accordance with the Urban Mass Transportation Act of 1964, as amended, designated the N.C. Department of Transportation (NCDOT) Integrated Mobility Division (IMD) as the agency to receive and administer federal and state public transportation funds. The NCDOT (G.S. 136-44.20) is the recipient of all Section 5311 funds and the Community Transportation Program (CTP) applicant is the sub-recipient. The purpose of Section 5311 assistance is the provision of public transportation services and maximum feasible coordination with other rural transportation services.

The Integrated Mobility Division shall have principal responsibility and authority for the administration of the Section 5311 Program and shall administer the programs in accordance with the guidance published by the Federal Transit Administration Circular 9040.1G and in accordance with existing Federal and State regulations pertaining to the administration of Federal grants by the North Carolina Department of Transportation. Transportation systems can use Section 5311 funds for public transportation projects in non-urbanized areas. Because most rural trips end in urbanized areas, Section 5311 funds can be used for portions of trips in

urbanized areas, however, the primary beneficiary of the transportation must be rural areas. A rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation disadvantaged. Transportation disadvantaged people include elderly people and people with disabilities.

## Integrated Mobility Division Goals

The Integrated Mobility Division has goals to achieve the definition of coordinated transportation services. These goals are:

1. Support general public transportation in rural North Carolina (less than 50,000 population) and provide a coordinated network
2. Enhance access in rural areas to health care, shopping, education, employment, public services and recreation.
3. Encourage the most efficient use of **all** transportation funds used to provide passenger transportation in rural areas through coordination of programs and services.

## Timetable

### **Application Timeline for FY 2022**

<b>DATES</b>	<b>TASK/EVENT</b>
August 24, 2020	<ul style="list-style-type: none"><li>• Grant Application Package Distributed</li></ul>
Aug 24 – Dec 1, 2020	<ul style="list-style-type: none"><li>• MDS' Available to Assist Grantees with Questions</li></ul>
December 1, 2020	<ul style="list-style-type: none"><li>• Grant Application Due to NCDOT (including Project Funding Request Form)</li></ul>
Dec 2020 – Feb 2021	<ul style="list-style-type: none"><li>• Grant Application Review Process</li></ul>
January - March 2021	<ul style="list-style-type: none"><li>• IMD makes funding recommendation to NCDOT BOT</li></ul>
April – June 2021	<ul style="list-style-type: none"><li>• FTA grant review and award for federal funding</li></ul>
July 1, 2021	<ul style="list-style-type: none"><li>• Effective date of one year grant agreement</li></ul>



## ELIGIBILITY

### Designated Applicant

North Carolina's coordinated approach to service delivery currently allows a single application within each designated service area. Section 5311 funding is only provided to a single sub recipient within each geographical area (county or counties served by a regional transit system). Originally, the transit system's service area for rural operations was established by the governing body in the initial Transportation Development Plan (TDP) for the service area and approved by the NCDOT. IMD will implement the adoption of a Governing Board resolution that designates the single designated 5311 applicant on a 5-year cycle. The cycle is 2018, 2023, 2028 and so forth.

### Transportation Advisory Board

Each applicant is REQUIRED to have a Transportation Advisory Board (TAB) or a Governing Board if an Authority or non-profit organization. A TAB is made up of stakeholders from the service area that care about the services provided by the transit system. The make-up of the TAB is representative of the various target audiences in the service area and includes one or more actual passengers of the transit system. An "ACTIVELY ENGAGED" Transportation Advisory Board is expected to discuss unmet needs in the service area, service design and scheduling, billing rates and fares, and to resolve complaints. They also monitor compliance with federal regulations and the status of any deficiencies noted in any official federal, state or local review or report. The Transportation Advisory Board is a locally formed advisory group based on the following guidelines and requirements:

#### TRANSPORTATION ADVISORY BOARD (TAB) COMPOSITION

CATEGORIES	PUBLIC HUMAN SERVICE AGENCY	TRANSPORTATION PROVIDERS	PUBLIC AND BUSINESS SECTORS	GOVERNMENT AND GOVERNMENTAL AFFILIATES	TRANSIT USER
<i>Suggested number of representatives per category</i>	<b>3-5</b>	<b>1-2</b>	<b>4-5</b>	<b>3-5</b>	<b>1-3</b>
<b>NOTE:</b> TAB members should be individuals that know about the transit needs of the general public including the elderly, minorities, disabled, LEP, or low income populations living in the service area.	<ul style="list-style-type: none"> <li>▪ Senior Services</li> <li>▪ DSS</li> <li>▪ Vocational Rehabilitation</li> <li>▪ Head Start</li> <li>▪ Shelter Workshop</li> <li>▪ Health Dept.</li> <li>▪ Veterans Admin</li> <li>▪ Smart Start</li> <li>▪ Mental Health</li> <li>▪ Housing Authority</li> <li>▪ Human Service Transit Users</li> </ul>	<ul style="list-style-type: none"> <li>▪ Private transportation providers</li> <li>▪ Intercity bus providers</li> <li>▪ Ambulance Service</li> <li>▪ Regional Authority</li> <li>▪ Urban System</li> <li>▪ Faith based services</li> <li>▪ Volunteers</li> </ul>	<ul style="list-style-type: none"> <li>▪ Chamber of Commerce</li> <li>▪ Major employers</li> <li>▪ DBE's</li> <li>▪ Hospital/Dialysis Ctr. Staff</li> <li>▪ Non-profit organizations</li> <li>▪ Employment Transit Users</li> <li>▪ General Public Transit Users</li> <li>▪ Public Citizens</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>*MPO</b></li> <li>▪ <b>*RPO</b></li> <li>▪ <b>*Emergency Management</b></li> <li>▪ Economic Development</li> <li>▪ Employment Security Commission</li> <li>▪ Job Link and/or Career Centers</li> <li>▪ Elected Officials</li> <li>▪ County Government staff</li> <li>▪ Community</li> </ul>	<ul style="list-style-type: none"> <li>▪ Passenger(s) that currently utilize the transit system</li> </ul>

**\*Representatives from Emergency Management and the local Rural Planning Organization or Metropolitan Planning Organization are encouraged to attend at least 1 TAB meeting per year if possible to understand the priorities of the transit system; offer advice on what they can do for, or need from, public transportation; and to build strong working relationships.**

- 
- The Transportation Advisory Board must include representatives from the elderly, minority, Limited English Proficiency (LEP), disabled and/or low-income populations in the service area **or** include individuals that represent these consumer groups that will challenge the transit system to be more sensitive to their needs or to discuss unmet needs of their consumer group. Census data should be consulted to determine which groups should be represented and the size of the representation needed.
- 
- If the applicant serves as an “umbrella” agency for programs in addition to transportation services, then the Executive or Governing Board may not serve as the Transportation Advisory Board. There may be overlapping of members from the Executive or Governing Board, but there must be a separate Transportation Advisory Board that meets the requirements.
- 
- If the applicant is a transportation authority or a non-profit organization that only provides transportation, the Executive or Governing Board may serve as the Transportation Advisory Board. In this case, the composition of the Executive or Governing Board will have to meet the 5311 Program requirements to serve as the TAB or consider creating a separate TAB that does meet the requirements.
- 
- IMD expects, at a minimum, a **quarterly TAB meeting** for the community transportation system to maintain ongoing communications as one means of seeking public involvement, and ongoing administrative oversight. TAB meetings must be open to the public and the public must be notified of the scheduled meetings through such means as posting notices on agency Web sites; local news media; flyers; etc. Additionally, meeting minutes must be published and distributed to IMD regional mobility development specialists, with original file copies maintained by the transportation system for a minimum of five (5) years.
- 
- All TAB or Governing Board members must sign an **annual** Conflict of Interest form and the signed form must be attached as an application document.
- 

## **Regulatory Compliance**

All projects must annually meet all Federal/State requirements prior to July 1, the beginning of the project period and State fiscal year, to be eligible for reimbursement of Federal funds for the entire project period. **Applicants that do not meet federal and state requirements are not eligible to receive reimbursement for expenses incurred prior to the effective date of compliance.** NCDOT will not award any financial assistance until the applicant provides assurance of compliance and it has been determined that federal and state requirements are met. **In addition to Federal compliance requirements, IMD requires all transit systems to:**

- 1) use automated scheduling software;
- 2) maintain 80% or greater compliance in AssetWorks;
- 3) submit required reports such as Charter, OpStats, ROAP, etc....by the designated due date;
- 4) submit invoices on a monthly or quarterly basis; and
- 5) participate in 2 official site visits per fiscal year with the assigned Mobility Development Specialist.

**ALL the documents below must be completed and returned as part of the CTP application. Documents will be uploaded in the “FY 2022 Application” tab in the Drop Box in Enterprise Business Services (EBS). Where applicable, documents that apply to multiple budgets i.e.,**

Authorizing Resolution, Title VI Report, etc....only have to be completed and uploaded one time. Please review Master Document tab on the Unified Application Checklist to see what documents are required for multiple applications. In addition to the Master Documents, the 5311 application has additional supporting documents such as vehicle insurance certification or a service agreement. The 5311 Checklist tab on the Unified Application Checklist is a companion list to the master set of documents you must include when you submit your application. The Unified Application Checklist is a separate document to be downloaded one time off of IMD's website in the "Documents Library, Grants, Unified Application Checklist". The checklist covers all grants IMD sponsors and will be uploaded one time in EBS.

*\* Transit systems will use one checklist, the Unified Application Checklist, for all FY 2022 grants applied for.*

Some documents must be signed by the AUTHORIZED OFFICIAL as indicated. Some documents must AFFIX A SEAL as indicated on the form. Instructions are included with the form

	DOCUMENTS	COMMENTS
1	<i>Authorizing Resolution</i>	Each applicant will accurately complete and submit with its grant application a Governing Board Approved Transportation Program Resolution. The Transportation Program Resolution is for Federal and State funded projects that provide general public transportation.
2	<i>Certifications and Assurances, Attorney's Affirmation, Lobbying Certification, Equivalent Service Certification, and 5333(b) Labor Warranty</i>	In accordance with 49 U.S.C. 5323(n), Certifications and Assurances have been compiled for the North Carolina Community Transportation Program. NCDOT requires sub- recipients to certify to all applicable categories.  Certifications and Assurances documents are received from the FTA. All State and Federal certification documents will be distributed as a package upon receipt of federal documents.
3	<i>Title VI Certification</i>	All Recipients of FTA and State funds must comply with Title VI of the 1964 Civil Rights Act, Section 601. Title VI states that "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."  <ul style="list-style-type: none"> <li>Additional federal information may be found in FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," dated October 1, 2012 at:  <a href="http://www.fta.dot.gov/documents/FTA_Title_VI_FINAL.pdf">http://www.fta.dot.gov/documents/FTA_Title_VI_FINAL.pdf</a> </li> </ul>

4	<b><i>Disadvantaged Business Enterprise (DBE) Certification</i></b>	All recipients and sub-recipients of grant funds from the FTA and/or the State of North Carolina must participate in the DBE Program/Minority Business Enterprises (MBE) Program. DBE Program information may be found at <a href="https://www.ebs.nc.gov/VendorDirectory/default.html">https://www.ebs.nc.gov/VendorDirectory/default.html</a> All required (*) activities must be completed and documents kept for five years.
5	<b><i>DBE/MBE/WBE/HUB Anticip. Vendor Award</i></b>	Expected DBE/MBE/WBE/ and HUB to be used in FY 2022.
6	<b><i>Public Hearing Notice</i></b>	As part of the CTP application, a public hearing must be held in front of the applicant's governing body. The public hearing may cover multiple grant requests to include 5311, Combined Capital Appalachian Program, 5310 Enhanced Mobility for Seniors and Individuals with Disabilities, and ROAP, etc..... The applicant must publish one public notice in a newspaper(s) having general circulation in the project's proposed service area. It is recommended that the Public Hearing Notice provide a minimum of seven (7) calendar days' notice and a maximum of fourteen (14) calendar days' notice between the time that the Public Hearing Notice is published in the newspaper and the actual public hearing date. In accordance with the DOT LEP Guidance, 70 FR 74087, (December 14, 2005), a public notice will also be published in <b><u>Spanish</u></b> in counties that have 1,000 or 5% of their population that speaks Spanish at home, but speaks English less than well. <b>Applicants in the counties listed in Appendix A <u>MUST</u> publish a public hearing notice in English and Spanish.</b> <b>A Spanish version of the public notice is in the application package. Applicants ensure the accuracy of the translation.</b>



7	<i>Public Hearing / Public Hearing Record / Public Hearing Minutes</i>	<p>The applicant must hold a public hearing on the proposed project(s) to allow members of the community the opportunity to comment on transportation needs and the grant application. <b>Each grant request (i.e., 5311, Appalachian, 5310, or ROAP) must be addressed individually with the hearing formally opened, closed and reflected in the minutes.</b> During the hearing the public should explicitly be asked if they wish to comment on the proposed funding. The public hearing will be held before the governing board.</p> <ul style="list-style-type: none"> <li>▪ County Commissioners - county applicants</li> <li>▪ Board of Directors - non-profit applicants</li> <li>▪ Authority Board of Directors or Executive Board - public transportation authorities</li> <li>▪ City/Town Council - municipalities</li> </ul> <p>The Clerk/Secretary to the Board must complete, sign and certify the Public Hearing Record form. Either indicate that NO public comments were made <u>or</u> public comments were made and enter the estimated date for board approval of meeting minutes. <b>A copy of the board approved minutes must be submitted to support the Transportation Program Resolution and if there were any public comments made.</b></p>
8	<i>Public Hearing Outreach</i>	<p>Outreach efforts beyond holding a public hearing must be conducted to inform the public including minorities, women, elderly, disabled, LEP, low income individuals, and persons who are not human service agency clients, about the availability of CTP funds and to discuss transportation service needs. These efforts should include, but are not limited to surveys, presentations to groups, committees, fliers and/or posters. The intent is to remove barriers and conditions that prevent these groups from receiving access, participation and benefits of the CTP funded services. Services and benefits must be distributed in a non-discriminatory manner. Title VI of the Civil Rights Act of 1964 applies. This form should include a <u>DETAILED DESCRIPTION</u> of public hearing outreach efforts by the applicant to inform the public <u>(INCLUDING MINORITY, WOMEN, ELDERLY, DISABLED, LIMITED ENGLISH PROFICIENCY (LEP), AND LOW INCOME INDIVIDUALS)</u> about the public hearing to comment on the Community Transportation Grant application.</p>
9	<i>Local Share Certification for Funding</i>	<p>The Legal Applicant must certify to the North Carolina Department of Transportation that the required local funds for the FY 2022 Community Transportation Program will <u>be</u> available as of July 1, 2021 for FY 2022, which has a period of performance of July 1, 2021 – June 30, 2022</p>
10	<i>Surface Transportation Providers</i>	<p>List of all private transportation providers.</p>

11	<b><i>Transportation Advisory Board/ Governing Board Composition</i></b>	Each applicant is <u>REQUIRED</u> to have a Transportation Advisory Board (TAB) or a Governing Board. A TAB/Governing Board is made up of stakeholders from the service area that care about the services provided by the transit system. The make-up of the TAB/Governing Board is representative of the various target audiences in the service area and includes one or more actual passengers of the transit system. An “ <u>ACTIVELY ENGAGED</u> ” Transportation Advisory Board/Governing Board is expected to discuss unmet needs in the service area, service design and scheduling, billing rates and fares, and to resolve complaints. They also monitor compliance with federal regulations and the status of any deficiencies noted in any official federal, state or local review or report.
12	<b><i>Equal Employment Opportunity (EEO)</i></b>	Threshold Requirements: Any applicant, recipient, or sub-recipient is required to comply with program requirements in Chapter III if it meets the following thresholds: <ul style="list-style-type: none"> <li>a. Employees <b>100*</b> or more transit-related employees*; <b>and</b></li> <li>b. Requests or receives capital or operating assistance under Sections 3, 4(i), or 9 of the FTA; assistance under 23 U.S.C. 142(a)(2) or 23 U.S.C. 103(e)(4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; <b>or</b></li> <li>c. Request and receives planning assistance under Sections 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year.</li> <li><b>d. Employers with 50-99 employees must keep an EEO plan on file and available upon request.</b></li> </ul>
13	<b><i>Project Funding Request Form</i></b>	<b><u>Attention:</u></b> The Project Funding Request Form (Page 1) must be completed by all systems for each budget requested and placed in the grant application.
14	<b><i>Conflict of Interest Form(s)</i></b>	All TAB and/or Governing Board members must sign an <u>annual</u> Conflict of Interest form. <b><u>Signed forms must be scanned and uploaded.</u></b>
15	<b><i>Facility Insurance Verification</i></b>	All systems with federal funds in their facility must provide a certificate of insurance for their facility(s).

16	<i><b>DUNS Verification</b></i>	All applicants must verify their DUNS number has been verified and is active. A copy of the verification is a document to be uploaded into EBS. Refer to application package for instructions and sample.
17	<i><b>Application Checklist</b></i>	Attach completed checklist showing all other required documents that are to be uploaded into Partner Connect
18	<i><b>5311 Designee Certification Form</b></i>	Certification resolving there will be one operator and applicant for the coordinated community transportation system for FY2018 – FY2022. <b>On file from FY 2018 5311</b>

## **Procurement and Third Party Contracting**

Procurement and third party contracting activities are primarily the responsibility of the sub-recipient. Sub-recipients should follow established local procedures and applicable state or federal standards in accordance with the North Carolina Consolidated Procurement Code (as amended). The procurement and contract standards set forth under N.C. G. S. 143 Article 8 and FTA Circular 4220.1F shall apply to the procurement of all goods and services the sub-recipient will purchase under the project contract.

IMD requires that all procurements, such as a service contract, be completed according to federal and state guidelines, with supporting documents to validate purchases. **Transit systems must have all procurements > \$10,000 reviewed by IMD's procurement section or the procurement cannot be reimbursed.** Procurements must be completed by May 1, 2022.

For more information on procurement and third party contracting refer to the *Procurement and Third Party Contracting*, and the *Circular 4220.1F, Third Party Contracting Guidance*.

## **Application Process**

The FY 2022 CTP grant application must be transmitted through the online **NCDOT Grants Module, EBS, no later than 11:59 pm EST, Tuesday, December 1, 2020. An incomplete application will not be reviewed.** The documents identified in the Master Documents tab and the Section 5311 tab on the Unified Application Checklist must be submitted as attachments in the **Drop Box** within EBS. Note that documents with original signatures must be scanned for electronic submittal (ensure that seal is visible for documents with seals) and some forms/other documents must be saved and attached in their original form (Microsoft Word/Excel), as indicated in the Unified Application Checklist.

**All documents are to be uploaded in the “FY 2022 Application” tab in the Drop Box and must use the following naming convention: SystemName.FY.DocumentName; i.e. “CarolinaCo.FY22.TitleVIREport”. Mobility Development Specialists will review uploaded documents and attach them to the appropriate online budget. The budget forms can be found in the EBS Search box under Programs at P2022\*, then select the Admin and/or Operating budget to complete.**

**Refer to the application package for Drop Box document uploading instructions.**

**For convenience, Transit systems may attach one zipped file containing the supporting documents for all grants applied for in addition to the 5311 Admin grant.**

## FUNDING AND MONITORING

The IMD supports community transportation systems in fulfilling the transportation needs of each community by providing ADMINISTRATIVE AND OPERATING funding assistance programs. The division has sought increased state funding in these key areas to assist in meeting the goals and policy objectives of the Community Transportation Program.

Community transportation systems will be eligible to receive these funding assistance programs if the policy requirements of the Community Transportation Program are met.

Budget Category	Federal Share	State Share	Local Share
Administration	80%	5%	15%
Operating	50%	0%	50%

### **<sup>1</sup> State funding is subject to State appropriations and availability of funds**

**Community Transportation Systems in non-Urbanized Area Counties** – For the FY 2022 Call for Projects, the 5-year funding allocation formula developed for FY17 will continue to be used. The funding formula for Fiscal Year 2022 provides 1) a base level of \$30,000 for each county in the 5311-funded transit system's service area, 2) 10% of the formula is for performance and 3) the remaining funds are based on the amount of funds that were generated by each transit system. The remaining funds are distributed based on the FTA Apportionment formula which is how FTA determines the apportionment to each state. If the formula amount apportioned to a transit system was below FY 2017 totals, state or other federal funds were added to equal no more than a 10% reduction. This 10% reduction will continue each year until the funding matches the earned amounts. Ten percent (10%) of the funding will be based on performance as well. If you were above the apportioned amount, you will receive a slight increase. This funding formula will allow for future incorporation of performance criteria.

**Funding Requests** - All community transportation systems are required to utilize the Uniform Public Transportation Accounting System (UPTAS) for budgeting and reporting. The governing board determines how to allocate the maximum amount of funds for which they are eligible, to meet the transportation needs of the service area for the fiscal year. The administrative funding allocated to the system can be budgeted at the discretion of the system, utilizing eligible UPTAS cost categories (Object Codes) with the exception of G481 central services [indirect cost], G452 vehicle insurance, G371 marketing, G372 promotional items, and G395 Training [employee development]).

**Cost Allocation/Indirect Cost Plan:** If the applicant intends to include indirect overhead costs in the funding request, a Cost Allocation Plan/Indirect Cost Plan must be submitted and approved by the governing board along with a signed and notarized Cost Allocation Plan/Indirect Cost Plan (CAP) to NCDOT with the administrative grant application. *Documentation to support the requested indirect cost rate must be submitted along with the 5311 Admin application.* The documentation needed includes: Signed



Certification page from the Cost Allocation Plan (CAP), page(s) from the CAP showing indirect costs allocated to the Transportation Department, page(s) from the transit system's financial report showing total salaries & fringes paid to the entire Transportation Department staff and an official statement verifying the Cognizant Agency. Requests for the 10% de-minimis rate will be approved if FTA requirements are met. The applicant may request less funding in the indirect cost line item than that which is approved. Central Services G481 funds may not be re-allocated to other line items through Change Requests.

**NOTE:** Indirect Overhead Costs are only allowable under 5311 Administrative grants.

**Program Auditing** -The Integrated Mobility Division is responsible for providing program monitoring and financial oversight to ensure that Federal/State funds are used for the intended purposes awarded. This is accomplished through various on-site program monitoring and evaluation tools including, but not limited to: Maintenance Reviews, Site Visits, Compliance Reviews, Drug and Alcohol Reviews and attendance at TAB meetings. In addition, subrecipients that receive, hold, use or expend State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The Department's Office of Inspector General periodically conducts programmatic and financial reviews in addition to Site Visits to audit expenditures of IMD subrecipients.

**Safety & Security Compliance Reviews** – A Safety & Security Plan is required from the systems and must be annually certified by the Accountable Executive via a formal process. IMD performs a Safety & Security Compliance Review every three (3) years and the plan will be revisited on a triennial basis. If the system makes any updates to their plan, Board approval is required. A Safety Officer and an Accountable Executive must be identified in the Safety & Security Plan.

## FUNDING ASSISTANCE

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This overview guide discusses Administrative and Operating budget requests. All Capital requests regardless of funding source are to be submitted on the FY 2022 Combined Capital grant application. That application package is available on IMD's webpage.

Transit systems may use their allocated funds for Admin expenses, Operating expenses, or a combination of expenses. If a system requests both an Admin budget and an Operating budget the total amount of the funding requested may not exceed the total federal and state allocation. All program budgets can be found on IMD's Electronic Business System (EBS) page, in the Search box under Programs, at P2022\*, then select the appropriate budget.

### Administrative Budgets

Applicants are expected to carefully consider administrative budget request submissions. A careful review of actual line item expenditures over the past 2-3 years should play an integral role in determining current budget request. For the FY 2022 Call for Projects, the funding allocation formula that was created in FY17 will be used. The funding formula provides 1) a base level of \$30,000 for each county in the 5311-funded transit system's service area, and 2) allocates the remaining funds based on the amount of funds that were generated by each transit system. The remaining funds are distributed based on the FTA Apportionment formula which is how FTA determines the apportionment to each state. If the amount apportioned to a transit system was below FY 2017 totals, state or other federal funds were added to bring the allocation to back to that level. If you were above the amount, you will receive a slight increase.

Funding allocations will be provided to each transit system through their Mobility Development Specialist.

**\*\*\* System requests may not go over the federal and state amount allocated.**

**Health Insurance (G-183)** is an allowable expense for the employees listed on the Admin grant only. **Family coverage is not an eligible expense.**

**Vehicle insurance** is an allowable administrative expense in the CTP application. Only active revenue vehicles are eligible for vehicle insurance cost participation by IMD. The applicant will be required to submit the following documentation that will be used to determine the IMD financial participation level for vehicle insurance:

- Certificate of Insurance - verifying liability limits, and the deductible amount,
- Auto Schedule - a list of the insured vehicles and the cost associated with insuring each vehicle at the required levels. The applicant should request this information from their insurance provider. IMD will cap reimbursement to the federal and state share of 85% of the actual annual premium cost, up to a maximum annual premium cost of \$2,500 per revenue vehicle.

**Note: All transit systems are required to have a minimum amount of insurance, \$1.5 Million per vehicle, but transit systems that have 16 passenger vehicles or larger in their fleet must have insurance coverage of \$5 Million.**

**Training - Employee Education Expenses (Object Code 395)** – These funds are intended to support training and development activities for community transportation systems’ employees. Eligible employee training expenses include: registration fees, tuition, books and materials for approved courses; travel, lodging and meals related to approved training activities; fees for purchase or rental of Video or CD-ROM training or fees for participation in Internet or world wide web-based training courses (excluding basic Internet service provider fees); and instructor fees and materials cost for approved courses. Employee Development funds may be used to support the travel and registration fees for no more than two drivers for the annual statewide Bus and Van Roadeo.

**NOTE:** Travel expenses for Roadeo volunteers and judges must be paid from another source or the administrative travel line items (object codes 311, 312, and/or 314). Employee Development funds may not be used to defray the cost of salaries for staff attending a training course or conducting a training course for other system employees.

**IMPORTANT:** No costs that are actually or potentially associated with lobbying activities may be paid for using funds approved in the CTP grant in general and in object code 395 in particular. Applicants may not co-mingle approved activities eligible to be funded in this line item with any lobbying activities.

The Integrated Mobility Division will issue minimum training standards for all community transportation systems that receive state financial assistance from the department.

**Marketing and Promotional Items** – Applicants are required to budget Marketing (Object Code 371) and Promotional Items (Object Code 372) at designated levels. According to IMD’s external policy, **EX-102-2, “Required Budget Items by Grant Program”** Section 5311 budgets must spend 2% of the total of their administrative funding request, minus vehicle insurance, on marketing.” Applicants should thoroughly evaluate their marketing needs to determine if more than the 2% minimum should be budgeted. Additionally, funding requests for Object Code 372 cannot exceed 25% of the budgeted amount for Object Code 371.

### Operating Budgets

Applicants must ensure their operating budget requests match the FY 2022 approved budgets. Section 5311 operating funds can ONLY be used to support rural general public routes (RGP).

**RGP DEFINITION:** Intended to provide transportation services for individuals from the county who do not have a human service agency or organization that will pay for the transportation service. The passenger’s origin or destination must be in the rural area.

**Operating Expenses -** Operating expenses are considered those costs directly related to system operations. Eligible items are defined as stated in the UPTAS manual and State Management Plan.

Net operating expenses are eligible for assistance. Net operating expenses are those expenses that remain after the provider subtracts operating revenues from eligible operating expenses. Operating revenues must include farebox revenues. Farebox revenues include fares paid by riders who are later reimbursed by a human service agency or other user-side subsidy arrangement. Farebox revenues do not include payments made directly to the transit system by human service agencies to purchase

service. However, purchase of transit passes or other fare media for clients would be considered farebox revenue. A voluntary or mandatory fee that a college, university, or similar institution imposes on all its students for free or discounted transit service is not farebox revenue. Farebox revenue must be used to reduce total operating expenses (treated as revenue).

Funds received pursuant to a service agreement with a State or local social service agency or a private social service organization may be used as local match. Income from contracts to provide human service transportation may be used either to reduce the net project cost (treated as revenue) or to provide local match for Section 5311 operating assistance. In either case, the cost of providing the contract service is included in the total project cost.

The manner in which a sub-recipient applies income from human service agencies to a project affects the calculation of net operating expenses and, therefore, the amount of Section 5311 operating assistance the project is eligible to receive.

**\*\*\* System requests may not go over the federal and state amount allocated.**

Sources of Local Match. Local match for the remainder of net project costs may be provided from:

- undistributed cash surplus,
- replacement cash fund or reserve,
- service agreement with a State or local social service agency or a private social service organization;
- amounts appropriated or otherwise made available to a department or agency of the Government (other than the [U.S.] Department of Transportation) that are eligible to be expended for transportation:
- employment training
- aging
- community services
- vocational rehabilitation services
- TANF
- non-Federal sources that may be used for any or all of the local share include:
  - State or local appropriations
  - dedicated tax revenues
  - private donations and
  - net income generated from advertising and concessions

Any non-DOT Federal funds used as local match must be used for activities included in total net project costs of this grant.

**Note:** Fare box revenue is not an applicable source of local match.

Net Operating Expenses = Total Eligible Operating Expenses – Fare Revenues

*Cost Participation:* The Federal share for net-operating expenses may not exceed 50%.

## Appendix A

### Public Hearing Notice Safe Harbor Requirement

County population includes at least 1,000 persons  
who speak Spanish at home and English "less than well"

Alamance County, North Carolina  
Alleghany County, North Carolina  
Bladen County, North Carolina  
Brunswick County, North Carolina  
Buncombe County, North Carolina  
Burke County, North Carolina  
Cabarrus County, North Carolina  
Catawba County, North Carolina  
Chatham County, North Carolina  
Cleveland County, North Carolina  
Columbus County, North Carolina  
Craven County, North Carolina  
Cumberland County, North Carolina  
Davidson County, North Carolina  
Davie County, North Carolina  
Duplin County, North Carolina  
Durham County, North Carolina  
Forsyth County, North Carolina  
Franklin County, North Carolina  
Gaston County, North Carolina  
Granville County, North Carolina  
Greene County, North Carolina  
Guilford County, North Carolina  
Harnett County, North Carolina  
Henderson County, North Carolina  
Hoke County, North Carolina  
Iredell County, North Carolina

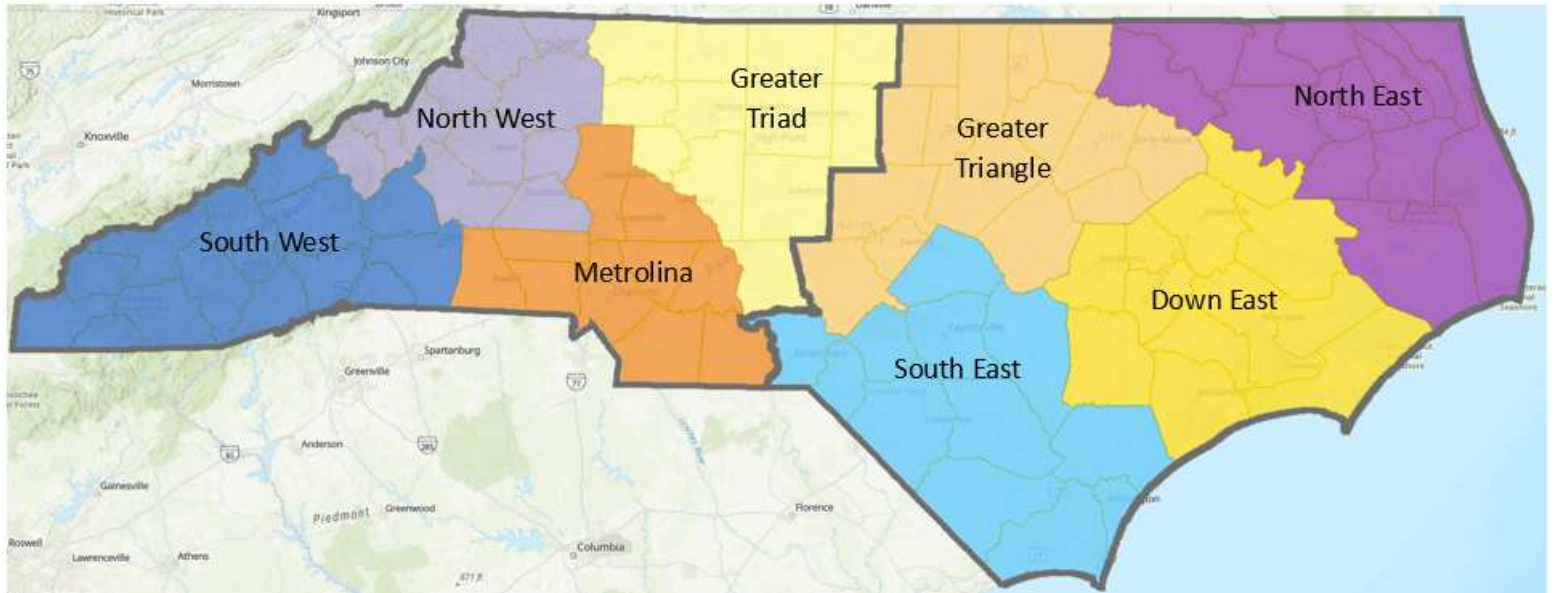
Johnston County, North Carolina  
Lee County, North Carolina  
Lenoir County, North Carolina  
Lincoln County, North Carolina  
Mecklenburg County, North Carolina  
Montgomery County, North Carolina  
Moore County, North Carolina  
Nash County, North Carolina  
New Hanover County, North Carolina  
Onslow County, North Carolina  
Orange County, North Carolina  
Pender County, North Carolina  
Pitt County, North Carolina  
Randolph County, North Carolina  
Robeson County, North Carolina  
Rockingham County, North Carolina  
Rowan County, North Carolina  
Sampson County, North Carolina  
Stanly County, North Carolina  
Surry County, North Carolina  
Union County, North Carolina  
Vance County, North Carolina  
Wake County, North Carolina  
Wayne County, North Carolina  
Wilkes County, North Carolina  
Wilson County, North Carolina  
Yadkin County, North Carolina



## Appendix B

### REGIONAL MOBILITY DEVELOPMENT SPECIALISTS CONTACT INFORMATION

Effective September 1, 2020



Western		Eastern	
Metrolina		Greater Triangle	
Pam DiGiovanni - 919-707-4680 - pmdigiovanni@ncdot.gov		Kathryn Zeringue - 919-707-2610 - kezeringue@ncdot.gov	
Anson County	Iredell County (ICATS)	Chapel Hill Transit	Kerr Area (KARTS)
Cabarrus County	Lincoln County	Chatham Transit Network	Lee County (COLTS)
Charlotte Area Transit System	Mecklenburg County (MTS)	Go Cary	Orange County
Cleveland County (Transportation Administration of Cleveland County, Inc.)	Rowan Transit System (RTS)	Go Durham/Durham County	Person County (PATS)
Concord CK Rider	Salisbury Transit System (STS)	Go Raleigh	Tar River Transit
Gaston County	Stanly County (SCUSA)	Go Triangle	GoWake Access
Gastonia City	Union County	Harnett County	Wilson County
		Johnston County Area Transit (JCATS)	Wilson, City of
Greater Triad		North East	
Bryan Lopez - 919-707-2606 - balopez@ncdot.gov		Alexius Farris - 919-707-4698 - aafarris@ncdot.gov	
Alamance (ACT)	High Point Transit	Albemarle Regional Health Services (ICPTA)	Gates County
Burlington Link Transit	Piedmont Authority for Regional Transportation	Choanoke Public Transportation Authority (CPTA)	Hyde County / Tyrrell County
Caswell County	Randolph County (RCATS)	Dare County	Washington County (Riverlight Transit)
Davidson County	Rockingham (ADTS)		
Greensboro Transit Authority	Winston-Salem Transit Authority (WSTA)		
Guilford County	Yadkin Valley Econ Dev Dist (YVEDDI)		
South West		Down East	
Bernard Clark - 919-707-4678 - bbclark2@ncdot.gov		Tony Sumter - 919-707-4689 - asumter@ncdot.gov	
Asheville Rides Transit	Madison County Transportation Authority	Beaufort County Developmental Center, Inc.	Greenville Area Transit
Buncombe County	Mountain Projects Inc. Haywood Co.	Carteret County	Jacksonville Transit
Cherokee County	Polk County	Craven County (CARTS)	Lenoir County
Clay County	Rutherford County Transit	Duplin County	Martin County
EBCI	Swain County Focal Point on Aging Inc.	Goldsboro-Wayne Transportation Authority	Onslow United Transit System, Inc. (OUTS)
Graham County	Transylvania County	Greene County	Pitt County/Pitt Area Transit System
Jackson County	Western Carolina Community Action, Inc. (WCCA-Apple Country (Henderson County))		
Macon County	Western Carolina Community Action, Inc. (WCCA-Apple Country (Hendersonville))		
North West		South East	
Kenetta McLean - 919-707-4673 - kmmclean@ncdot.gov		Matt Watterson - 919-707-4682 - mjwatterson@ncdot.gov	
Alleghany County	Mitchell County Transportation Authority	Bladen County (BARTS)	Moore County
AppalCART Boone	Western Piedmont Regional Transit Authority	Brunswick Transit System, Inc.	Pender Adult Services Inc. (PAS)
Ashe County Transportation Authority	Wilkes Transportation Authority (WTA)	Cape Fear Public Transportation Authority (Wave)	Richmond Interagency Transportation, Inc.
Avery Co. (ACT)	Yancey County Transportation	Columbus County	Robeson County (SEATS)
McDowell County Transportation		Cumberland County Transit	Sampson County
		Fayetteville Area System of Transit	Scotland County (SCATS)
		Hoke County	

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**November 2, 2020  
4:00 PM**

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#### **AGENDA CATEGORY:**

Discussion Items for Action

#### **SUBJECT:**

DHS - Transportation FY22 Community Transportation Capital Grant - Public Hearing 6:30 p.m.

#### **BRIEF SUMMARY:**

The North Carolina 5311 Community Transportation Capital grant provides funding to replace vehicles in the transportation fleet. The grant requires a 20% local match. The state has lowered the mileage requirements for vehicle replacement from 144,000 miles to 100,000 miles. The transportation department currently has 16 vehicles over 100,000 miles and 10 vehicles over 144,000 miles.

#### **REQUESTED ACTION:**

Hold a public hearing.

Determine the appropriate number of vehicles to replace.

Motion to accept the FY22 5311 Community Capital Grant and adopt the related resolution.

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

5 Minutes

#### **SUBMITTED BY:**

Bob Bushey, Transportation Manager

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

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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### ATTACHMENTS:

- ▢ DBE Certification
- ▢ Delegation of Authority
- ▢ Local Share option A
- ▢ Local share option B
- ▢ Program Resolution
- ▢ Public Hearing minutes
- ▢ Public Hearing Record
- ▢ Title VI
- ▢ Program Overview

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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



## FY 2022 Delegation of Authority

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

I Michael Downs  
(Authorized Official's Typed/Printed Name)

Cabarrus County Manager  
(Authorized Official's Title and Agency)

as the designated party :

Cabarrus County  
(Grant recipient/Applicant Agency)

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

**Primary Designee:**

Michael Downs/ County Manager  
(Name and Primary Designee's Position Title)

Cabarrus County  
(Primary Designee's Agency)

Reimbursement Requests: ☒ Yes ☐ No

Budget Revisions: ☒ Yes ☐ No

Budget Amendments: ☒ Yes ☐ No

Period of Performance Extensions: ☒ Yes ☐ No

Other \_\_\_\_\_: ☐ Yes ☐ No

April 25, 2018

**Alternate Designee #1:**

**Jonathan Marshall/ Deputy County Manager**

(Alternate Designee's Name and Position Title)

**Cabarrus County**

(Alternate Designee's Agency)

Reimbursement Requests: ☒ Yes ☐ No

Budget Revisions: ☒ Yes ☐ No

Budget Amendments: ☒ Yes ☐ No

Period of Performance Extensions: ☒ Yes ☐ No

Other \_\_\_\_\_: ☐ Yes ☐ No

**Alternate Designee #2**

**Rodney Harris/ Deputy County Manager**

(Alternate Designee's Name and Position Title)

**Cabarrus County**

(Alternate Designee's Agency)

Reimbursement Requests: ☒ Yes ☐ No

Budget Revisions: ☒ Yes ☐ No

Budget Amendments: ☒ Yes ☐ No

Period of Performance Extensions: ☒ Yes ☐ No

Other \_\_\_\_\_: ☒ Yes ☐ No

Signature:

April 25, 2018

**FY 2022 LOCAL SHARE CERTIFICATION FOR FUNDING**

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

**Requested Funding Amounts**

<b><u>Project</u></b>	<b><u>Total Amount</u></b>	<b><u>Local Share**</u></b>
Administrative	\$ <b><u>173,684.00</u></b>	\$ <b><u>34,736.80</u></b> (20%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ _____	\$ _____ (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (20%)
Combined Capital	\$ <b><u>1,048,000.00</u></b>	\$ <b><u>209,600.00</u></b> (20%)
Mobility Management	\$ _____	\$ _____ (50%)
5310 Capital Purchase of Service	\$ _____	\$ _____ (20%)
5307 Capital	\$ <b><u>42,074.50</u></b>	\$ <b><u>8,414.90</u></b> (20%)
_____	\$ _____	\$ _____ (%)
_____	\$ _____	\$ _____ (%)

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

<b>TOTAL</b>	<b>\$ <u>1,263,758.50</u></b>	<b>\$ <u>252,751.70</u></b>
	<b>Total Funding Requests</b>	<b>Total Local Share</b>

**\*\*NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

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

<b><u>Source of Funds</u></b>	<b><u>Apply to Grant</u></b>	<b><u>Amount</u></b>
<b><u>County General Fund</u></b>	<b><u>Admin</u></b>	\$ <b><u>34,736.80</u></b>
<b><u>County General Fund</u></b>	<b><u>5311 Capital</u></b>	\$ <b><u>209,600.00</u></b>
<b><u>County General Fund</u></b>	<b><u>5307 Capital</u></b>	\$ <b><u>8,414.90</u></b>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

FY 2022 Local Share Certificate (page 2)

_____	_____	\$ _____
_____	_____	\$ _____
<hr/>		
<b>TOTAL</b>		<b>\$ <u>252,751.70</u></b>

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

I, the undersigned representing (*Legal Name of Applicant*) **Cabarrus County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2022 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2021**, which has a period of performance of July 1, 2021 – June 30, 2022.

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

\_\_\_\_\_  
Type Name and Title of Authorized Official

\_\_\_\_\_  
Date

**FY 2022 LOCAL SHARE CERTIFICATION FOR FUNDING**

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

**Requested Funding Amounts**

<b><u>Project</u></b>	<b><u>Total Amount</u></b>	<b><u>Local Share**</u></b>
Administrative	\$ <b><u>173,684.00</u></b>	\$ <b><u>34,736.80</u></b> (20%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ _____	\$ _____ (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (20%)
Combined Capital	\$ <b><u>655,000</u></b>	\$ 131,000 (20%)
Mobility Management	\$ _____	\$ _____ (50%)
5310 Capital Purchase of Service	\$ _____	\$ _____ (20%)
5307 Capital	\$ <b><u>42,074.50</u></b>	\$ <b><u>8,414.90</u></b> (20%)
_____	\$ _____	\$ _____ (%)
_____	\$ _____	\$ _____ (%)

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

<b>TOTAL</b>	<b>\$ <u>870,758.50</u></b>	<b>\$ <u>174,151.70</u></b>
	<b>Total Funding Requests</b>	<b>Total Local Share</b>

**\*\*NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

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

<b><u>Source of Funds</u></b>	<b><u>Apply to Grant</u></b>	<b><u>Amount</u></b>
<b><u>County General Fund</u></b>	<b><u>Admin</u></b>	\$ <b><u>34,736.80</u></b>
<b><u>County General Fund</u></b>	<b><u>5311 Capital</u></b>	\$ <b><u>131,000.00</u></b>
<b><u>County General Fund</u></b>	<b><u>5307 Capital</u></b>	\$ <b><u>8,414.90</u></b>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____



FY 2022 Local Share Certificate (page 2)

_____	_____	\$ _____
_____	_____	\$ _____
<hr/>		
<b>TOTAL</b>		<b>\$ <u>174,151.70</u></b>

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

I, the undersigned representing (*Legal Name of Applicant*) **Cabarrus County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2022 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2021**, which has a period of performance of July 1, 2021 – June 30, 2022.

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

\_\_\_\_\_  
Type Name and Title of Authorized Official

\_\_\_\_\_  
Date

## **PUBLIC TRANSPORTATION PROGRAM RESOLUTION**

### **FY 2022 RESOLUTION**

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
*Signature of Certifying Official*

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

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

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

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

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

*Affix Notary Seal Here*

## **FY 2022 Public Hearing Meeting Minutes**

To support the combined program Resolution for FY 2022, a copy of the minutes from your public hearing reflecting the grant funds applied for must be uploaded into EBS as a supporting document.

Final Board-approved minutes must be uploaded as soon as possible but no later than January 15, 2021.

---

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

---

### **PUBLIC HEARING RECORD**

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

**APPLICANT:**    Cabarrus County

**DATE:**                \_\_\_\_\_

**PLACE:**              \_\_\_\_\_

**TIME:**                \_\_\_\_\_

**How many BOARD MEMBERS attended the public hearing?**                \_\_\_\_\_

**How many members of the PUBLIC attended the public hearing?**        \_\_\_\_\_

**Public Attendance Surveys**

☐ *(Attached)*

☐ *(Offered at Public Hearing but none completed)*

---

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

**During the Public Hearing**

☐ *(NO public comments)*

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

The estimated date for board approval of meeting minutes is: \_\_\_\_\_

\_\_\_\_\_  
Signature or Clerk to the Board

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

*Affix Seal Here*



## Voluntary Title VI Public Involvement

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

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

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

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

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

Thank you for your cooperation.

SECTION 5311, 5310, 5339, Combined Capital, 5307 or State Funds Call for Projects

TITLE VI PROGRAM REPORT

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

**Part A – No complaints or Lawsuits Filed**

I certify that to the best of my knowledge, No complaints or lawsuits alleging discrimination have been filed against Cabarrus County Transportation (*Transit System Name*) during the period July 1, 2019 through June 30, 2020.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Downs/ County Manager

\_\_\_\_\_  
Type Name and Title of Authorized Official

---

**Part B – Complaints or Lawsuits Filed**

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against \_\_\_\_\_ (*Transit System Name*) during the period July 1, 2019 through June 30, 2020.

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

(Attach an additional page if required.)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type Name and Title of Authorized Official

---

**Part C - Title VI Plan**

Do you currently have a Title VI Plan: \_\_\_\_\_

Date of last plan update: \_\_\_\_\_

# North Carolina Department of Transportation



## FY 2022 Community Transportation Program Application Package

Includes the Section 5311- Non-urbanized Area Formula Program, Human  
Service Transportation Management Program

August 24, 2020

N.C. Department of Transportation  
Integrated Mobility Division  
1 S. Wilmington Street Raleigh, NC 27601

### Announcement

Community Transportation Systems (CT) have the choice to use their 5311 CT funding for 1) Administrative expenses, 2) Operating expenses, or 3) a combination of both. The total of the grant(s) cannot exceed the federal and state amount allocated. The State does not participate in Operating grants therefore, the local match would be 50%.

For FY 2022 there will be a separate Combined Capital Call for Projects for all capital projects excluding Direct Purchase of Service requests from non-transit applicants.

\*Transit systems will use one checklist, the Unified Application Checklist, for all FY 2022 grants applied for.

### Background

On December 4, 2015, President Obama signed the Fixing America's Surface Transportation (FAST) Act, reauthorizing surface transportation programs through Fiscal Year 2021. For details on the FAST Act at refer to the FTA's website at <https://www.transit.dot.gov/funding/grants/fast-act>

The Federal Transit Administration, on the behalf of the Secretary of Transportation, apportions appropriated 5311 funds annually to the Governor of each state for public transportation projects in non-urbanized areas.

The Governor of North Carolina, in accordance with the Urban Mass Transportation Act of 1964, as amended, designated the N.C. Department of Transportation (NCDOT) Integrated Mobility Division (IMD) as the agency to receive and administer federal and state public transportation funds. The NCDOT (G.S. 136-44.20) is the recipient of all Section 5311 funds and the Community Transportation Program (CTP) applicant is the sub-recipient. The purpose of Section 5311 assistance is the provision of public transportation services and maximum feasible coordination with other rural transportation services.

The Integrated Mobility Division shall have principal responsibility and authority for the administration of the Section 5311 Program and shall administer the programs in accordance with the guidance published by the Federal Transit Administration Circular 9040.1G and in accordance with existing Federal and State regulations pertaining to the administration of Federal grants by the North Carolina Department of Transportation. Transportation systems can use Section 5311 funds for public transportation projects in non-urbanized areas. Because most rural trips end in urbanized areas, Section 5311 funds can be used for portions of trips in

urbanized areas, however, the primary beneficiary of the transportation must be rural areas. A rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation disadvantaged. Transportation disadvantaged people include elderly people and people with disabilities.

## Integrated Mobility Division Goals

The Integrated Mobility Division has goals to achieve the definition of coordinated transportation services. These goals are:

1. Support general public transportation in rural North Carolina (less than 50,000 population) and provide a coordinated network
2. Enhance access in rural areas to health care, shopping, education, employment, public services and recreation.
3. Encourage the most efficient use of **all** transportation funds used to provide passenger transportation in rural areas through coordination of programs and services.

## Timetable

### **Application Timeline for FY 2022**

<b>DATES</b>	<b>TASK/EVENT</b>
August 24, 2020	<ul style="list-style-type: none"><li>• Grant Application Package Distributed</li></ul>
Aug 24 – Dec 1, 2020	<ul style="list-style-type: none"><li>• MDS' Available to Assist Grantees with Questions</li></ul>
December 1, 2020	<ul style="list-style-type: none"><li>• Grant Application Due to NCDOT (including Project Funding Request Form)</li></ul>
Dec 2020 – Feb 2021	<ul style="list-style-type: none"><li>• Grant Application Review Process</li></ul>
January - March 2021	<ul style="list-style-type: none"><li>• IMD makes funding recommendation to NCDOT BOT</li></ul>
April – June 2021	<ul style="list-style-type: none"><li>• FTA grant review and award for federal funding</li></ul>
July 1, 2021	<ul style="list-style-type: none"><li>• Effective date of one year grant agreement</li></ul>



## ELIGIBILITY

### Designated Applicant

North Carolina's coordinated approach to service delivery currently allows a single application within each designated service area. Section 5311 funding is only provided to a single sub recipient within each geographical area (county or counties served by a regional transit system). Originally, the transit system's service area for rural operations was established by the governing body in the initial Transportation Development Plan (TDP) for the service area and approved by the NCDOT. IMD will implement the adoption of a Governing Board resolution that designates the single designated 5311 applicant on a 5-year cycle. The cycle is 2018, 2023, 2028 and so forth.

### Transportation Advisory Board

Each applicant is REQUIRED to have a Transportation Advisory Board (TAB) or a Governing Board if an Authority or non-profit organization. A TAB is made up of stakeholders from the service area that care about the services provided by the transit system. The make-up of the TAB is representative of the various target audiences in the service area and includes one or more actual passengers of the transit system. An "ACTIVELY ENGAGED" Transportation Advisory Board is expected to discuss unmet needs in the service area, service design and scheduling, billing rates and fares, and to resolve complaints. They also monitor compliance with federal regulations and the status of any deficiencies noted in any official federal, state or local review or report. The Transportation Advisory Board is a locally formed advisory group based on the following guidelines and requirements:

#### TRANSPORTATION ADVISORY BOARD (TAB) COMPOSITION

CATEGORIES	PUBLIC HUMAN SERVICE AGENCY	TRANSPORTATION PROVIDERS	PUBLIC AND BUSINESS SECTORS	GOVERNMENT AND GOVERNMENTAL AFFILIATES	TRANSIT USER
<i>Suggested number of representatives per category</i>	<b>3-5</b>	<b>1-2</b>	<b>4-5</b>	<b>3-5</b>	<b>1-3</b>
<b>NOTE:</b> TAB members should be individuals that know about the transit needs of the general public including the elderly, minorities, disabled, LEP, or low income populations living in the service area.	<ul style="list-style-type: none"> <li>▪ Senior Services</li> <li>▪ DSS</li> <li>▪ Vocational Rehabilitation</li> <li>▪ Head Start</li> <li>▪ Shelter Workshop</li> <li>▪ Health Dept.</li> <li>▪ Veterans Admin</li> <li>▪ Smart Start</li> <li>▪ Mental Health</li> <li>▪ Housing Authority</li> <li>▪ Human Service Transit Users</li> </ul>	<ul style="list-style-type: none"> <li>▪ Private transportation providers</li> <li>▪ Intercity bus providers</li> <li>▪ Ambulance Service</li> <li>▪ Regional Authority</li> <li>▪ Urban System</li> <li>▪ Faith based services</li> <li>▪ Volunteers</li> </ul>	<ul style="list-style-type: none"> <li>▪ Chamber of Commerce</li> <li>▪ Major employers</li> <li>▪ DBE's</li> <li>▪ Hospital/Dialysis Ctr. Staff</li> <li>▪ Non-profit organizations</li> <li>▪ Employment Transit Users</li> <li>▪ General Public Transit Users</li> <li>▪ Public Citizens</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>*MPO</b></li> <li>▪ <b>*RPO</b></li> <li>▪ <b>*Emergency Management</b></li> <li>▪ Economic Development</li> <li>▪ Employment Security Commission</li> <li>▪ Job Link and/or Career Centers</li> <li>▪ Elected Officials</li> <li>▪ County Government staff</li> <li>▪ Community</li> </ul>	<ul style="list-style-type: none"> <li>▪ Passenger(s) that currently utilize the transit system</li> </ul>

**\*Representatives from Emergency Management and the local Rural Planning Organization or Metropolitan Planning Organization are encouraged to attend at least 1 TAB meeting per year if possible to understand the priorities of the transit system; offer advice on what they can do for, or need from, public transportation; and to build strong working relationships.**

- 
- The Transportation Advisory Board must include representatives from the elderly, minority, Limited English Proficiency (LEP), disabled and/or low-income populations in the service area **or** include individuals that represent these consumer groups that will challenge the transit system to be more sensitive to their needs or to discuss unmet needs of their consumer group. Census data should be consulted to determine which groups should be represented and the size of the representation needed.
  - If the applicant serves as an “umbrella” agency for programs in addition to transportation services, then the Executive or Governing Board may not serve as the Transportation Advisory Board. There may be overlapping of members from the Executive or Governing Board, but there must be a separate Transportation Advisory Board that meets the requirements.
  - If the applicant is a transportation authority or a non-profit organization that only provides transportation, the Executive or Governing Board may serve as the Transportation Advisory Board. In this case, the composition of the Executive or Governing Board will have to meet the 5311 Program requirements to serve as the TAB or consider creating a separate TAB that does meet the requirements.
  - IMD expects, at a minimum, a **quarterly TAB meeting** for the community transportation system to maintain ongoing communications as one means of seeking public involvement, and ongoing administrative oversight. TAB meetings must be open to the public and the public must be notified of the scheduled meetings through such means as posting notices on agency Web sites; local news media; flyers; etc. Additionally, meeting minutes must be published and distributed to IMD regional mobility development specialists, with original file copies maintained by the transportation system for a minimum of five (5) years.
  - All TAB or Governing Board members must sign an **annual** Conflict of Interest form and the signed form must be attached as an application document.
- 

## **Regulatory Compliance**

All projects must annually meet all Federal/State requirements prior to July 1, the beginning of the project period and State fiscal year, to be eligible for reimbursement of Federal funds for the entire project period. **Applicants that do not meet federal and state requirements are not eligible to receive reimbursement for expenses incurred prior to the effective date of compliance.** NCDOT will not award any financial assistance until the applicant provides assurance of compliance and it has been determined that federal and state requirements are met. **In addition to Federal compliance requirements, IMD requires all transit systems to:**

- 1) use automated scheduling software;
- 2) maintain 80% or greater compliance in AssetWorks;
- 3) submit required reports such as Charter, OpStats, ROAP, etc....by the designated due date;
- 4) submit invoices on a monthly or quarterly basis; and
- 5) participate in 2 official site visits per fiscal year with the assigned Mobility Development Specialist.

**ALL the documents below must be completed and returned as part of the CTP application. Documents will be uploaded in the “FY 2022 Application” tab in the Drop Box in Enterprise Business Services (EBS). Where applicable, documents that apply to multiple budgets i.e.,**

**Authorizing Resolution, Title VI Report, etc....only have to be completed and uploaded one time. Please review Master Document tab on the Unified Application Checklist to see what documents are required for multiple applications.** In addition to the Master Documents, the 5311 application has additional supporting documents such as vehicle insurance certification or a service agreement. **The 5311 Checklist tab on the Unified Application Checklist is a companion list to the master set of documents you must include when you submit your application. The Unified Application Checklist is a separate document to be downloaded one time off of IMD's website in the "Documents Library, Grants, Unified Application Checklist". The checklist covers all grants IMD sponsors and will be uploaded one time in EBS.**

***\* Transit systems will use one checklist, the Unified Application Checklist, for all FY 2022 grants applied for.***

Some documents must be signed by the AUTHORIZED OFFICIAL as indicated. Some documents must AFFIX A SEAL as indicated on the form. Instructions are included with the form

	<b>DOCUMENTS</b>	<b>COMMENTS</b>
1	<b><i>Authorizing Resolution</i></b>	Each applicant will accurately complete and submit with its grant application a Governing Board Approved Transportation Program Resolution. The Transportation Program Resolution is for Federal and State funded projects that provide general public transportation.
2	<b><i>Certifications and Assurances, Attorney's Affirmation, Lobbying Certification, Equivalent Service Certification, and 5333(b) Labor Warranty</i></b>	In accordance with 49 U.S.C. 5323(n), Certifications and Assurances have been compiled for the North Carolina Community Transportation Program. NCDOT requires sub- recipients to certify to all applicable categories.  Certifications and Assurances documents are received from the FTA. All State and Federal certification documents will be distributed as a package upon receipt of federal documents.
3	<b><i>Title VI Certification</i></b>	All Recipients of FTA and State funds must comply with Title VI of the 1964 Civil Rights Act, Section 601. Title VI states that "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."  <ul style="list-style-type: none"> <li>Additional federal information may be found in FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," dated October 1, 2012 at:  <a href="http://www.fta.dot.gov/documents/FTA_Title_VI_FINAL.pdf">http://www.fta.dot.gov/documents/FTA_Title_VI_FINAL.pdf</a> </li> </ul>

4	<b><i>Disadvantaged Business Enterprise (DBE) Certification</i></b>	All recipients and sub-recipients of grant funds from the FTA and/or the State of North Carolina must participate in the DBE Program/Minority Business Enterprises (MBE) Program. DBE Program information may be found at <a href="https://www.ebs.nc.gov/VendorDirectory/default.html">https://www.ebs.nc.gov/VendorDirectory/default.html</a> All required (*) activities must be completed and documents kept for five years.
5	<b><i>DBE/MBE/WBE/HUB Anticip. Vendor Award</i></b>	Expected DBE/MBE/WBE/ and HUB to be used in FY 2022.
6	<b><i>Public Hearing Notice</i></b>	<p>As part of the CTP application, a public hearing must be held in front of the applicant's governing body. The public hearing may cover multiple grant requests to include 5311, Combined Capital Appalachian Program, 5310 Enhanced Mobility for Seniors and Individuals with Disabilities, and ROAP, etc..... The applicant must publish one public notice in a newspaper(s) having general circulation in the project's proposed service area. It is recommended that the Public Hearing Notice provide a minimum of seven (7) calendar days' notice and a maximum of fourteen (14) calendar days' notice between the time that the Public Hearing Notice is published in the newspaper and the actual public hearing date. In accordance with the DOT LEP Guidance, 70 FR 74087, (December 14, 2005), a public notice will also be published in <b><u>Spanish</u></b> in counties that have 1,000 or 5% of their population that speaks Spanish at home, but speaks English less than well. <b>Applicants in the counties listed in Appendix A <u>MUST</u> publish a public hearing notice in English and Spanish.</b></p> <p><b>A Spanish version of the public notice is in the application package. Applicants ensure the accuracy of the translation.</b></p>

7	<i>Public Hearing / Public Hearing Record / Public Hearing Minutes</i>	<p>The applicant must hold a public hearing on the proposed project(s) to allow members of the community the opportunity to comment on transportation needs and the grant application. <b>Each grant request (i.e., 5311, Appalachian, 5310, or ROAP) must be addressed individually with the hearing formally opened, closed and reflected in the minutes.</b> During the hearing the public should explicitly be asked if they wish to comment on the proposed funding. The public hearing will be held before the governing board.</p> <ul style="list-style-type: none"> <li>▪ County Commissioners - county applicants</li> <li>▪ Board of Directors - non-profit applicants</li> <li>▪ Authority Board of Directors or Executive Board - public transportation authorities</li> <li>▪ City/Town Council - municipalities</li> </ul> <p>The Clerk/Secretary to the Board must complete, sign and certify the Public Hearing Record form. Either indicate that NO public comments were made <u>or</u> public comments were made and enter the estimated date for board approval of meeting minutes. <b>A copy of the board approved minutes must be submitted to support the Transportation Program Resolution and if there were any public comments made.</b></p>
8	<i>Public Hearing Outreach</i>	<p>Outreach efforts beyond holding a public hearing must be conducted to inform the public including minorities, women, elderly, disabled, LEP, low income individuals, and persons who are not human service agency clients, about the availability of CTP funds and to discuss transportation service needs. These efforts should include, but are not limited to surveys, presentations to groups, committees, fliers and/or posters. The intent is to remove barriers and conditions that prevent these groups from receiving access, participation and benefits of the CTP funded services. Services and benefits must be distributed in a non-discriminatory manner. Title VI of the Civil Rights Act of 1964 applies. This form should include a <u>DETAILED DESCRIPTION</u> of public hearing outreach efforts by the applicant to inform the public <u>(INCLUDING MINORITY, WOMEN, ELDERLY, DISABLED, LIMITED ENGLISH PROFICIENCY (LEP), AND LOW INCOME INDIVIDUALS)</u> about the public hearing to comment on the Community Transportation Grant application.</p>
9	<i>Local Share Certification for Funding</i>	<p>The Legal Applicant must certify to the North Carolina Department of Transportation that the required local funds for the FY 2022 Community Transportation Program will <u>be</u> available as of July 1, 2021 for FY 2022, which has a period of performance of July 1, 2021 – June 30, 2022</p>
10	<i>Surface Transportation Providers</i>	<p>List of all private transportation providers.</p>



11	<b><i>Transportation Advisory Board/ Governing Board Composition</i></b>	Each applicant is <u>REQUIRED</u> to have a Transportation Advisory Board (TAB) or a Governing Board. A TAB/Governing Board is made up of stakeholders from the service area that care about the services provided by the transit system. The make-up of the TAB/Governing Board is representative of the various target audiences in the service area and includes one or more actual passengers of the transit system. An “ <u>ACTIVELY ENGAGED</u> ” Transportation Advisory Board/Governing Board is expected to discuss unmet needs in the service area, service design and scheduling, billing rates and fares, and to resolve complaints. They also monitor compliance with federal regulations and the status of any deficiencies noted in any official federal, state or local review or report.
12	<b><i>Equal Employment Opportunity (EEO)</i></b>	Threshold Requirements: Any applicant, recipient, or sub-recipient is required to comply with program requirements in Chapter III if it meets the following thresholds: <ul style="list-style-type: none"> <li>a. Employees <b>100*</b> or more transit-related employees*; <b>and</b></li> <li>b. Requests or receives capital or operating assistance under Sections 3, 4(i), or 9 of the FTA; assistance under 23 U.S.C. 142(a)(2) or 23 U.S.C. 103(e)(4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; <b>or</b></li> <li>c. Request and receives planning assistance under Sections 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year.</li> <li>d. <i>Employers with 50-99 employees must keep an EEO plan on file and available upon request.</i></li> </ul>
13	<b><i>Project Funding Request Form</i></b>	<b><u>Attention:</u></b> The Project Funding Request Form (Page 1) must be completed by all systems for each budget requested and placed in the grant application.
14	<b><i>Conflict of Interest Form(s)</i></b>	All TAB and/or Governing Board members must sign an <u>annual</u> Conflict of Interest form. <b><u>Signed forms must be scanned and uploaded.</u></b>
15	<b><i>Facility Insurance Verification</i></b>	All systems with federal funds in their facility must provide a certificate of insurance for their facility(s).

16	<i><b>DUNS Verification</b></i>	All applicants must verify their DUNS number has been verified and is active. A copy of the verification is a document to be uploaded into EBS. Refer to application package for instructions and sample.
17	<i><b>Application Checklist</b></i>	Attach completed checklist showing all other required documents that are to be uploaded into Partner Connect
18	<i><b>5311 Designee Certification Form</b></i>	Certification resolving there will be one operator and applicant for the coordinated community transportation system for FY2018 – FY2022. <b>On file from FY 2018 5311</b>

## **Procurement and Third Party Contracting**

Procurement and third party contracting activities are primarily the responsibility of the sub-recipient. Sub-recipients should follow established local procedures and applicable state or federal standards in accordance with the North Carolina Consolidated Procurement Code (as amended). The procurement and contract standards set forth under N.C. G. S. 143 Article 8 and FTA Circular 4220.1F shall apply to the procurement of all goods and services the sub-recipient will purchase under the project contract.

IMD requires that all procurements, such as a service contract, be completed according to federal and state guidelines, with supporting documents to validate purchases. **Transit systems must have all procurements > \$10,000 reviewed by IMD's procurement section or the procurement cannot be reimbursed.** Procurements must be completed by May 1, 2022.

For more information on procurement and third party contracting refer to the *Procurement and Third Party Contracting*, and the *Circular 4220.1F, Third Party Contracting Guidance*.

## [Application Process](#)

The FY 2022 CTP grant application must be transmitted through the online **NCDOT Grants Module, EBS, no later than 11:59 pm EST, Tuesday, December 1, 2020. An incomplete application will not be reviewed.** The documents identified in the Master Documents tab and the Section 5311 tab on the Unified Application Checklist must be submitted as attachments in the **Drop Box** within EBS. Note that documents with original signatures must be scanned for electronic submittal (ensure that seal is visible for documents with seals) and some forms/other documents must be saved and attached in their original form (Microsoft Word/Excel), as indicated in the Unified Application Checklist.

**All documents are to be uploaded in the “FY 2022 Application” tab in the Drop Box and must use the following naming convention: SystemName.FY.DocumentName; i.e. “CarolinaCo.FY22.TitleVIREport”. Mobility Development Specialists will review uploaded documents and attach them to the appropriate online budget. The budget forms can be found in the EBS Search box under Programs at P2022\*, then select the Admin and/or Operating budget to complete.**

**Refer to the application package for Drop Box document uploading instructions.**

**For convenience, Transit systems may attach one zipped file containing the supporting documents for all grants applied for in addition to the 5311 Admin grant.**

## FUNDING AND MONITORING

The IMD supports community transportation systems in fulfilling the transportation needs of each community by providing ADMINISTRATIVE AND OPERATING funding assistance programs. The division has sought increased state funding in these key areas to assist in meeting the goals and policy objectives of the Community Transportation Program.

Community transportation systems will be eligible to receive these funding assistance programs if the policy requirements of the Community Transportation Program are met.

Budget Category	Federal Share	State Share	Local Share
Administration	80%	5%	15%
Operating	50%	0%	50%

**<sup>1</sup> State funding is subject to State appropriations and availability of funds**

**Community Transportation Systems in non-Urbanized Area Counties** – For the FY 2022 Call for Projects, the 5-year funding allocation formula developed for FY17 will continue to be used. The funding formula for Fiscal Year 2022 provides 1) a base level of \$30,000 for each county in the 5311-funded transit system's service area, 2) 10% of the formula is for performance and 3) the remaining funds are based on the amount of funds that were generated by each transit system. The remaining funds are distributed based on the FTA Apportionment formula which is how FTA determines the apportionment to each state. If the formula amount apportioned to a transit system was below FY 2017 totals, state or other federal funds were added to equal no more than a 10% reduction. This 10% reduction will continue each year until the funding matches the earned amounts. Ten percent (10%) of the funding will be based on performance as well. If you were above the apportioned amount, you will receive a slight increase. This funding formula will allow for future incorporation of performance criteria.

**Funding Requests** - All community transportation systems are required to utilize the Uniform Public Transportation Accounting System (UPTAS) for budgeting and reporting. The governing board determines how to allocate the maximum amount of funds for which they are eligible, to meet the transportation needs of the service area for the fiscal year. The administrative funding allocated to the system can be budgeted at the discretion of the system, utilizing eligible UPTAS cost categories (Object Codes) with the exception of G481 central services [indirect cost], G452 vehicle insurance, G371 marketing, G372 promotional items, and G395 Training [employee development]).

**Cost Allocation/Indirect Cost Plan:** If the applicant intends to include indirect overhead costs in the funding request, a Cost Allocation Plan/Indirect Cost Plan must be submitted and approved by the governing board along with a signed and notarized Cost Allocation Plan/Indirect Cost Plan (CAP) to NCDOT with the administrative grant application. *Documentation to support the requested indirect cost rate must be submitted along with the 5311 Admin application.* The documentation needed includes: Signed

Certification page from the Cost Allocation Plan (CAP), page(s) from the CAP showing indirect costs allocated to the Transportation Department, page(s) from the transit system's financial report showing total salaries & fringes paid to the entire Transportation Department staff and an official statement verifying the Cognizant Agency. Requests for the 10% de-minimis rate will be approved if FTA requirements are met. The applicant may request less funding in the indirect cost line item than that which is approved. Central Services G481 funds may not be re-allocated to other line items through Change Requests.

**NOTE:** Indirect Overhead Costs are only allowable under 5311 Administrative grants.

**Program Auditing** -The Integrated Mobility Division is responsible for providing program monitoring and financial oversight to ensure that Federal/State funds are used for the intended purposes awarded. This is accomplished through various on-site program monitoring and evaluation tools including, but not limited to: Maintenance Reviews, Site Visits, Compliance Reviews, Drug and Alcohol Reviews and attendance at TAB meetings. In addition, subrecipients that receive, hold, use or expend State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The Department's Office of Inspector General periodically conducts programmatic and financial reviews in addition to Site Visits to audit expenditures of IMD subrecipients.

**Safety & Security Compliance Reviews** – A Safety & Security Plan is required from the systems and must be annually certified by the Accountable Executive via a formal process. IMD performs a Safety & Security Compliance Review every three (3) years and the plan will be revisited on a triennial basis. If the system makes any updates to their plan, Board approval is required. A Safety Officer and an Accountable Executive must be identified in the Safety & Security Plan.



## FUNDING ASSISTANCE

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This overview guide discusses Administrative and Operating budget requests. All Capital requests regardless of funding source are to be submitted on the FY 2022 Combined Capital grant application. That application package is available on IMD's webpage.

Transit systems may use their allocated funds for Admin expenses, Operating expenses, or a combination of expenses. If a system requests both an Admin budget and an Operating budget the total amount of the funding requested may not exceed the total federal and state allocation. All program budgets can be found on IMD's Electronic Business System (EBS) page, in the Search box under Programs, at P2022\*, then select the appropriate budget.

### Administrative Budgets

Applicants are expected to carefully consider administrative budget request submissions. A careful review of actual line item expenditures over the past 2-3 years should play an integral role in determining current budget request. For the FY 2022 Call for Projects, the funding allocation formula that was created in FY17 will be used. The funding formula provides 1) a base level of \$30,000 for each county in the 5311-funded transit system's service area, and 2) allocates the remaining funds based on the amount of funds that were generated by each transit system. The remaining funds are distributed based on the FTA Apportionment formula which is how FTA determines the apportionment to each state. If the amount apportioned to a transit system was below FY 2017 totals, state or other federal funds were added to bring the allocation to back to that level. If you were above the amount, you will receive a slight increase.

Funding allocations will be provided to each transit system through their Mobility Development Specialist.

**\*\*\* System requests may not go over the federal and state amount allocated.**

**Health Insurance (G-183)** is an allowable expense for the employees listed on the Admin grant only. **Family coverage is not an eligible expense.**

**Vehicle insurance** is an allowable administrative expense in the CTP application. Only active revenue vehicles are eligible for vehicle insurance cost participation by IMD. The applicant will be required to submit the following documentation that will be used to determine the IMD financial participation level for vehicle insurance:

- Certificate of Insurance - verifying liability limits, and the deductible amount,
- Auto Schedule - a list of the insured vehicles and the cost associated with insuring each vehicle at the required levels. The applicant should request this information from their insurance provider. IMD will cap reimbursement to the federal and state share of 85% of the actual annual premium cost, up to a maximum annual premium cost of \$2,500 per revenue vehicle.

**Note: All transit systems are required to have a minimum amount of insurance, \$1.5 Million per vehicle, but transit systems that have 16 passenger vehicles or larger in their fleet must have insurance coverage of \$5 Million.**

**Training - Employee Education Expenses (Object Code 395)** – These funds are intended to support training and development activities for community transportation systems’ employees. Eligible employee training expenses include: registration fees, tuition, books and materials for approved courses; travel, lodging and meals related to approved training activities; fees for purchase or rental of Video or CD-ROM training or fees for participation in Internet or world wide web-based training courses (excluding basic Internet service provider fees); and instructor fees and materials cost for approved courses. Employee Development funds may be used to support the travel and registration fees for no more than two drivers for the annual statewide Bus and Van Roadeo.

**NOTE:** Travel expenses for Roadeo volunteers and judges must be paid from another source or the administrative travel line items (object codes 311, 312, and/or 314). Employee Development funds may not be used to defray the cost of salaries for staff attending a training course or conducting a training course for other system employees.

**IMPORTANT:** No costs that are actually or potentially associated with lobbying activities may be paid for using funds approved in the CTP grant in general and in object code 395 in particular. Applicants may not co-mingle approved activities eligible to be funded in this line item with any lobbying activities.

The Integrated Mobility Division will issue minimum training standards for all community transportation systems that receive state financial assistance from the department.

**Marketing and Promotional Items** – Applicants are required to budget Marketing (Object Code 371) and Promotional Items (Object Code 372) at designated levels. According to IMD’s external policy, **EX-102-2, “Required Budget Items by Grant Program”** Section 5311 budgets must spend 2% of the total of their administrative funding request, minus vehicle insurance, on marketing.” Applicants should thoroughly evaluate their marketing needs to determine if more than the 2% minimum should be budgeted. Additionally, funding requests for Object Code 372 cannot exceed 25% of the budgeted amount for Object Code 371.

### Operating Budgets

Applicants must ensure their operating budget requests match the FY 2022 approved budgets. Section 5311 operating funds can ONLY be used to support rural general public routes (RGP).

**RGP DEFINITION:** Intended to provide transportation services for individuals from the county who do not have a human service agency or organization that will pay for the transportation service. The passenger’s origin or destination must be in the rural area.

**Operating Expenses -** Operating expenses are considered those costs directly related to system operations. Eligible items are defined as stated in the UPTAS manual and State Management Plan.

Net operating expenses are eligible for assistance. Net operating expenses are those expenses that remain after the provider subtracts operating revenues from eligible operating expenses. Operating revenues must include farebox revenues. Farebox revenues include fares paid by riders who are later reimbursed by a human service agency or other user-side subsidy arrangement. Farebox revenues do not include payments made directly to the transit system by human service agencies to purchase

service. However, purchase of transit passes or other fare media for clients would be considered farebox revenue. A voluntary or mandatory fee that a college, university, or similar institution imposes on all its students for free or discounted transit service is not farebox revenue. Farebox revenue must be used to reduce total operating expenses (treated as revenue).

Funds received pursuant to a service agreement with a State or local social service agency or a private social service organization may be used as local match. Income from contracts to provide human service transportation may be used either to reduce the net project cost (treated as revenue) or to provide local match for Section 5311 operating assistance. In either case, the cost of providing the contract service is included in the total project cost.

The manner in which a sub-recipient applies income from human service agencies to a project affects the calculation of net operating expenses and, therefore, the amount of Section 5311 operating assistance the project is eligible to receive.

**\*\*\* System requests may not go over the federal and state amount allocated.**

Sources of Local Match. Local match for the remainder of net project costs may be provided from:

- undistributed cash surplus,
- replacement cash fund or reserve,
- service agreement with a State or local social service agency or a private social service organization;
- amounts appropriated or otherwise made available to a department or agency of the Government (other than the [U.S.] Department of Transportation) that are eligible to be expended for transportation:
  - employment training
  - aging
  - community services
  - vocational rehabilitation services
  - TANF
- non-Federal sources that may be used for any or all of the local share include:
  - State or local appropriations
  - dedicated tax revenues
  - private donations and
  - net income generated from advertising and concessions

Any non-DOT Federal funds used as local match must be used for activities included in total net project costs of this grant.

**Note:** Fare box revenue is not an applicable source of local match.

Net Operating Expenses = Total Eligible Operating Expenses – Fare Revenues

*Cost Participation:* The Federal share for net-operating expenses may not exceed 50%.

## Appendix A

### Public Hearing Notice Safe Harbor Requirement

County population includes at least 1,000 persons  
who speak Spanish at home and English "less than well"

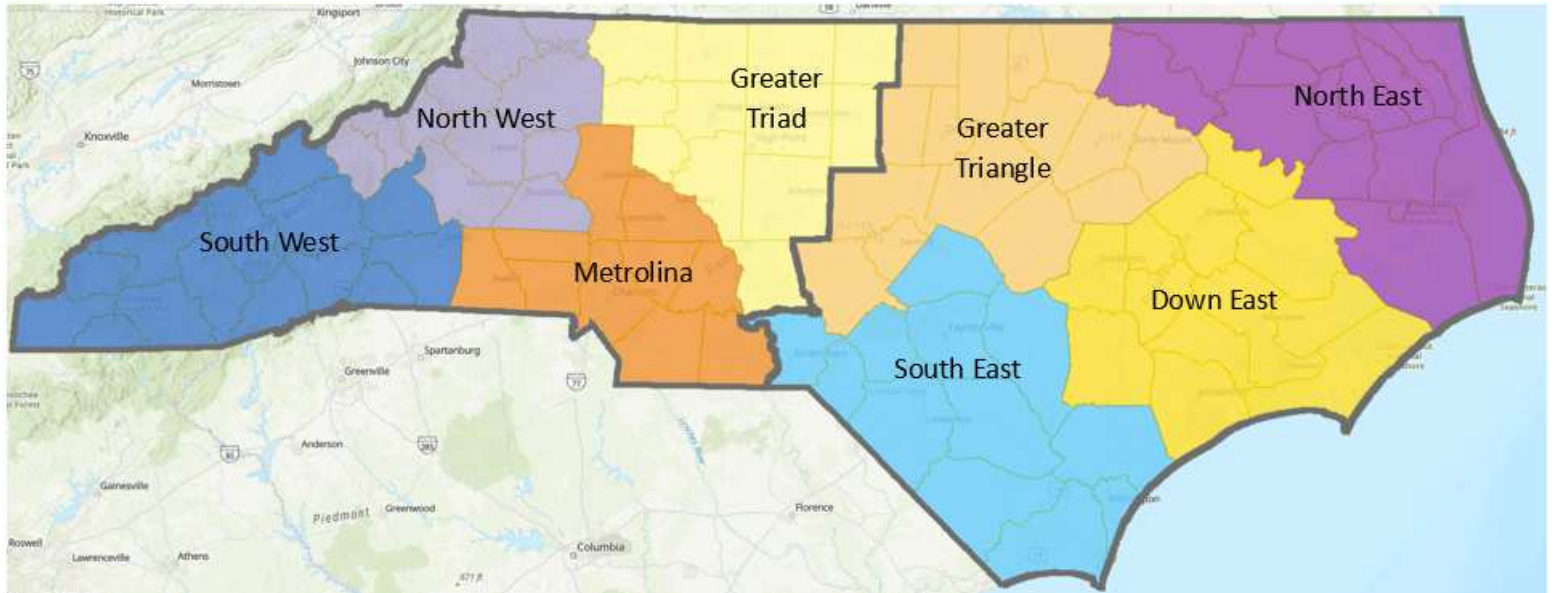
Alamance County, North Carolina  
Alleghany County, North Carolina  
Bladen County, North Carolina  
Brunswick County, North Carolina  
Buncombe County, North Carolina  
Burke County, North Carolina  
Cabarrus County, North Carolina  
Catawba County, North Carolina  
Chatham County, North Carolina  
Cleveland County, North Carolina  
Columbus County, North Carolina  
Craven County, North Carolina  
Cumberland County, North Carolina  
Davidson County, North Carolina  
Davie County, North Carolina  
Duplin County, North Carolina  
Durham County, North Carolina  
Forsyth County, North Carolina  
Franklin County, North Carolina  
Gaston County, North Carolina  
Granville County, North Carolina  
Greene County, North Carolina  
Guilford County, North Carolina  
Harnett County, North Carolina  
Henderson County, North Carolina  
Hoke County, North Carolina  
Iredell County, North Carolina

Johnston County, North Carolina  
Lee County, North Carolina  
Lenoir County, North Carolina  
Lincoln County, North Carolina  
Mecklenburg County, North Carolina  
Montgomery County, North Carolina  
Moore County, North Carolina  
Nash County, North Carolina  
New Hanover County, North Carolina  
Onslow County, North Carolina  
Orange County, North Carolina  
Pender County, North Carolina  
Pitt County, North Carolina  
Randolph County, North Carolina  
Robeson County, North Carolina  
Rockingham County, North Carolina  
Rowan County, North Carolina  
Sampson County, North Carolina  
Stanly County, North Carolina  
Surry County, North Carolina  
Union County, North Carolina  
Vance County, North Carolina  
Wake County, North Carolina  
Wayne County, North Carolina  
Wilkes County, North Carolina  
Wilson County, North Carolina  
Yadkin County, North Carolina

## Appendix B

### REGIONAL MOBILITY DEVELOPMENT SPECIALISTS CONTACT INFORMATION

Effective September 1, 2020





Western		Eastern	
Metrolina		Greater Triangle	
Pam DiGiovanni - 919-707-4680 - pmdigiovanni@ncdot.gov		Kathryn Zeringue - 919-707-2610 - kezeringue@ncdot.gov	
Anson County	Iredell County (ICATS)	Chapel Hill Transit	Kerr Area (KARTS)
Cabarrus County	Lincoln County	Chatham Transit Network	Lee County (COLTS)
Charlotte Area Transit System	Mecklenburg County (MTS)	Go Cary	Orange County
Cleveland County (Transportation Administration of Cleveland County, Inc.)	Rowan Transit System (RTS)	Go Durham/Durham County	Person County (PATs)
Concord CK Rider	Salisbury Transit System (STS)	Go Raleigh	Tar River Transit
Gaston County	Stanly County (SCUSA)	Go Triangle	GoWake Access
Gastonia City	Union County	Harnett County	Wilson County
		Johnston County Area Transit (JCATS)	Wilson, City of
Greater Triad		North East	
Bryan Lopez - 919-707-2606 - balopez@ncdot.gov		Alexius Farris - 919-707-4698 - aafarris@ncdot.gov	
Alamance (ACT)	High Point Transit	Albemarle Regional Health Services (ICPTA)	Gates County
Burlington Link Transit	Piedmont Authority for Regional Transportation	Choanoke Public Transportation Authority (CPTA)	Hyde County / Tyrrell County
Caswell County	Randolph County (RCATS)	Dare County	Washington County (Riverlight Transit)
Davidson County	Rockingham (ADTS)		
Greensboro Transit Authority	Winston-Salem Transit Authority (WSTA)		
Guilford County	Yadkin Valley Econ Dev Dist (YVEDDI)		
South West		Down East	
Bernard Clark - 919-707-4678 - bbclark2@ncdot.gov		Tony Sumter - 919-707-4689 - asumter@ncdot.gov	
Asheville Rides Transit	Madison County Transportation Authority	Beaufort County Developmental Center, Inc.	Greenville Area Transit
Buncombe County	Mountain Projects Inc. Haywood Co.	Carteret County	Jacksonville Transit
Cherokee County	Polk County	Craven County (CARTS)	Lenoir County
Clay County	Rutherford County Transit	Duplin County	Martin County
EBCI	Swain County Focal Point on Aging Inc.	Goldsboro-Wayne Transportation Authority	Onslow United Transit System, Inc. (OUTS)
Graham County	Transylvania County	Greene County	Pitt County/Pitt Area Transit System
Jackson County	Western Carolina Community Action, Inc. (WCCA-Apple Country (Henderson County))		
Macon County	Western Carolina Community Action, Inc. (WCCA-Apple Country (Hendersonville))		
North West		South East	
Kenetta McLean - 919-707-4673 - kmmclean@ncdot.gov		Matt Watterson - 919-707-4682 - mjwatterson@ncdot.gov	
Alleghany County	Mitchell County Transportation Authority	Bladen County (BARTS)	Moore County
AppalCART Boone	Western Piedmont Regional Transit Authority	Brunswick Transit System, Inc.	Pender Adult Services Inc. (PAS)
Ashe County Transportation Authority	Wilkes Transportation Authority (WTA)	Cape Fear Public Transportation Authority (Wave)	Richmond Interagency Transportation, Inc.
Avery Co. (ACT)	Yancey County Transportation	Columbus County	Robeson County (SEATS)
McDowell County Transportation		Cumberland County Transit	Sampson County
		Fayetteville Area System of Transit	Scotland County (SCATS)
		Hoke County	

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**November 2, 2020  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Fair - Powers Great American Midways Renewal Agreement

**BRIEF SUMMARY:**

The current agreement with Powers Midways (provider of all rides and games annually at the Cabarrus County Fair) ends after the 2021 Fair and this agreement renews the contract through 2026.

**REQUESTED ACTION:**

Motion to approve the renewal agreement.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Kate Sharpe, Fair Director

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

▢ Agreement

▢ Attorney Feedback

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

CABARRUS COUNTY  
FAIR AGREEMENT  
FAIR YEARS 2021-2026

**THIS AGREEMENT**, made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between **CABARRUS COUNTY, NORTH CAROLINA**, a North Carolina governmental entity, P.O. Box 707, Concord, NC 28026-0707 (herein referred to as the "County") and **Amusements of Rochester, Inc. a New York corporation, d/b/a Powers Great American Midways**, P. O. Box 1608, Burgaw, North Carolina, 28425 (herein referred to as the "Show"); (hereafter, the "Agreement").

**WITNESSETH:**

**WHEREAS**, the County is authorized by the Cabarrus County Board of Commissioners to stage the annual Cabarrus County Agricultural Fair (hereafter referred to as the "Fair") at the Cabarrus Arena and Events Center (the "Center") in accordance with the North Carolina General Statutes governing agricultural societies and fairs (NCGS 106.505 et.al.) as monitored by the North Carolina Department of Agriculture and Consumer Services; and

**WHEREAS**, the Show is in the business of providing and operating amusement rides, shows, games and concessions and desires to provide such attractions for the Fair;

**NOW THEREFORE**, in consideration of the mutual promises and agreements set forth herein, the County and the Show agree as follows:

**I. TERM/DATES.**

The term of this Agreement shall be for the period of Six (6) consecutive annual Fair weeks in Cabarrus County, North Carolina. Fair weeks will begin on the Friday following Labor Day of each year and end nine (9) days later on Saturday at 11:00 p.m. The parties agree that the 2021 Fair shall run from 4:00 p.m. Friday, September 10, 2020 through 11:00 p.m. on Saturday, September 18, 2020; the 2022 Fair shall run from 4:00 p.m. Friday, September 9, 2022 through 11:00 p.m. Saturday, September 17, 2022; the 2023 Fair shall run from 4:00 p.m. Friday, September 8, 2022 through 11:00 p.m. Saturday, September 16, 2022; the 2023 Fair shall run from 4:00 p.m. Friday, September 8, 2023 through 11:00 p.m. Saturday, September 16, 2023; the 2024 Fair shall run from 4:00 p.m. Friday, September 6, 2024 through 11:00 p.m. Saturday, September 14, 2024; the 2025 Fair shall run from 4:00 p.m. Friday, September 5, 2025 through 11:00 p.m. Saturday, September 13, 2025; the 2026 Fair shall run from 4:00 p.m. Friday, September 11, 2026 through 11:00 p.m. Saturday, September 19, 2026. The Show and County agree and acknowledge that, subject to any previously existing contractual agreements the Show may have with any third party, the County and Show may mutually agree to modify the dates and length of the Fair listed above. It is understood by both parties that any change would need to be made in a timely manner to facilitate all planning, programs, and promotions. In the event the County deems safe operation of the Fair is prevented at any time due to an act of God, a governmental act or regulation, epidemic, strikes, civil unrest, terrorism attack or war conditions or emergencies beyond the control of the County or the Show, the Show agrees to work with the County on the cancelation of Fair plans and operations.

## **II. COUNTY DUTIES AND PRIVILEGES.**

**A. Fair Location.** The County shall provide the location for the Fair and will provide a midway area suitable for the Show to set up rides, concessions, shows, games and all equipment attendant thereto, subject to the terms and conditions of this Agreement (hereafter, sometimes collectively referred to as the "Show Attraction(s)"). The County will provide Show advance personnel with a free designated space in which to park his/her motor home, recreational vehicle during the advance promotional work.

The County will provide a designated area for employees of the Show to park all motor homes, trailers, recreational vans and bunkhouses. Parking shall be limited to the temporary housing described above. Show will pay County \$18.00 per unit, per night for such temporary units. This County designated area contains water, electric and sewer hookups. Show agrees that no dumping of sewage, gray water, garbage or refuse shall be permitted upon County property. The County shall provide designated containers for trash and garbage for use by Show employees. The Show will provide the camping layout to the Fair Director by September 1 each year.

**B. County Attractions Permitted.** The County may book third party straight sale concession and other types of stands on the Fair grounds, including without limitation, auction wagons, mug joints, confectionary stands and other food item stands. The County may also book any type of grandstand show(s), a live pony ride and one show for the County's independent midway (hereafter, such attractions may sometimes be collectively referred to as "County Attractions") and may allocate such Fair space to any organization approved by the County.

**C. County Suspension of Show Attractions.** The County shall have the right to suspend any Show Attractions from the Fair grounds that the County, in its sole and absolute discretion, feels to be unsafe, unlawful or harmful to the Fair or its patrons. The County reserves the right, in its sole discretion, to close down at any time any Show Attractions the County deems unsafe or which may become unsafe or hazardous to operate due to other conditions.

## **III. SHOW DUTIES AND PRIVILEGES.**

**A. Show Attractions.** The Show will provide the Fair Director with a complete list and recent photograph of all Show Attractions which will be located on the fairgrounds for the Fair by August 1<sup>st</sup> each year. The Show will provide all necessary personnel and equipment to properly operate and man the Rides and Show Attractions at all times during the Fair operating hours. To be included without limitation, are ticket booths, trash receptacles, hand sanitizing units, benches, and all necessary electrical equipment and power. If Show requires County to provide any additional electrical power, the Show's General Manager and Fair Director will agree on the rate to be paid for said electric by the Show before the Fair opens.

**B. Show Layout.** The Show, in cooperation with the Fair Director, will lay out the midway area in order to provide Fair patrons with a continuous lineup of Show Attractions on both the inside and outside of the walkways. The Show shall provide a minimum of 1,000 feet of concession booths and games to be operated in the Fair midway area. The Show agrees to secure prior approval of the County for the layout of all Show Attractions. The County shall also be entitled to allow local organizations



approved by the County to operate concession stands and other attractions in other mutually agreed designated areas. The Show acknowledges that in addition to approval of the County, the layout of all Show attractions is subject to approval of all applicable regulatory bodies, including without limitation, local fire and electrical inspection authorities. The County reserves the right, in its sole discretion, to reduce the number of amusement rides and/or concession booths and games to meet or address safety concerns, without fines to the Show.

**C. Show Attractions Setup.** The Show will have all equipment and personnel with regard to every Show Attraction fully set up and operational by 4:00 p.m. on Friday, when the Fair opens each year. The Show will provide all electrical power sufficient to operate its own equipment. **Fines and Penalties:** At 4:00 p.m. on opening day of the Fair, if the Show has less than thirty-eight (38) amusement rides and shows operational for the general public, the Show will pay the County a fine of two thousand dollars (\$2,000.00) per unit not operational and each day thereafter that the Show has under forty (40) units operational, the Show will pay the County five hundred dollars (\$500.00) per ride/per day. The County reserves the right, in its sole discretion, to reduce the number of amusement rides to meet or address safety concerns, without fines to the Show.

**D. Show Attractions.** In addition to the requisite minimum of 1,000 feet of concession booths and games, the Show will provide a minimum of 40 amusement rides and shows, including everything from kiddie rides to spectaculars with the same state fair quality as Raleigh. The County reserves the right, in its sole discretion, to reduce the number of amusement rides and/or concession booths and games to meet or address safety concerns, without fines to the Show.

Also, the Show may provide additional rides and shows if it so desires. All Show Attractions shall have a clearly posted and stated price. There shall be no "donation" or "ding" shows. All games shall be for prizes of merchandise and not for money. All games operated by the Show will be games of skill only. The Show will not operate any games of chance, such as penny falls. The Show agrees that no Show Attractions will contain nudity or burlesque-type entertainment, or violate any local ordinance, rule or regulation. The Show acknowledges that it is prohibited from operating concession sales of novelties, tobacco, cigarettes and alcohol at the Fair.

**E. Show Fees/Costs/Expenses.**

1. **Midway Space:** During the Fair, the Show shall pay the County for midway space at \$20.00 per linear foot. No charge shall be assessed the Show for awning space, with the exception that there will be a charge for space taken for framework, as measured along the walkway. Front footage on single-sided access concessions or games shall be charged for the number of feet along the midway. However, for pricing purposes hereunder, concessions stands or games having two or more sides will be measured on the long side and one-half of one short side. (For example, for pricing purposes hereunder, a 20' x 10' concession area shall be designated as having a 25-foot frontage.)

2. **Gross Receipts/Rides:** During the Fair, the Show will pay the County thirty-five percent (35%) of all gross ride receipts. The Show will provide the County with a daily report of the gross ride receipts at the close of each business day.

3. **Tickets/Passes/Advertising:** The Show agrees to pay the County a minimum of five thousand dollars (\$5,000.00) per Fair year to assist in defraying the County's Fair advertising costs, plus the Show agrees to pay the County the following: a) One thousand dollars (\$2,000.00) to be applied to garbage removal, b) One thousand five hundred dollars (\$1,500.00) to help provide security and discount

tickets/ride promotion, and c) Two thousand (\$2,000.00) towards capital improvement. In addition, the Show shall furnish at its sole expense all necessary ticket stock or other forms of passes used for all rides, shows and games, including coupons, wristbands or hand stamps. The Show will provide the County with a reasonable number of free ride passes for use or delegation by the Fair Director. At least 90 days prior to Fair opening day, the County and Show will mutually agree on the prices for ride coupons and pay-one-price ride promotions.

4. Re-negotiation of Fees/Costs/Expenses. At least 180 days prior to the 2021 through 2026 "Fair Weeks", the County and the Show agree to use good faith efforts to re-negotiate the sums to be paid the County by the Show set forth in (1) through (3) above. However, in no event shall the Show pay the County less than the amounts set forth above for the Fair.

**F. Compliance With Laws.** The Show agrees to comply with all federal, state or local laws, rules, regulations and ordinances applicable to the Show, Show Attractions, Show personnel, agents and representatives and Show operations in general, including without limitation; the American Disabilities Act. The Show agrees to insure that its personnel do not violate any local, state or federal laws, rules, regulations or ordinances.

**G. Licenses/Permits.** The Show shall be solely responsible for obtaining, at its sole expense, all the necessary federal, state or local licenses, certificates or permits required for the operation of all Show Attractions.

#### **IV. FAIR HOURS OF OPERATION.**

Hours of operation for the Show Attractions shall be from 4:00 p.m. to 11:00 p.m. on Fridays; 10:00 a.m. to 11:00 p.m. on Saturdays, 1:00 p.m. to 10:00 p.m. on Sundays, and 4:00 p.m. until 10:00 p.m. Monday, Tuesday, Wednesday and Thursday. The County reserves the right, in its sole discretion, to change or modify the hours of operation for any reason including without limitation, due to weather conditions, changes in attendance and safety concerns.

#### **V. FAIR SET-UP/TEAR-DOWN; MAINTENANCE AND CLEANUP.**

**A. Set-up/Tear Down.** The Show may commence set-up of all Show Attractions six (6) days in advance of the opening day of the Fair. Tear down and removal must be completed no later than seventy-two (72) hours following the closing day. Requests for additional time for set-up or tear down should be submitted to the Fair Director in writing, which consent shall not be unreasonably withheld.

**B. Maintenance.** All Show Attractions shall be maintained and operated in accordance with all applicable laws, regulations, rules and ordinances of the City of Concord, Cabarrus County, the State of North Carolina and any applicable federal law, rule or regulation, including without limitation, the North Carolina Department Labor and any rules promulgated or adopted thereby. The Show shall cooperate with and make any Show Attractions available for inspection by North Carolina Department of Labor or any other inspector designated by the County. The Show agrees that all of its property and all property belonging to its personnel, including without limitation, house trailers, campers and concession trailers, shall all be fully contained and there shall be no drainage of any kind onto the County's property. The

Show agrees that its personnel shall park their trailers and vehicles in an area designated by the County and shall at all times maintain the area in an orderly and sanitary fashion.

**C. Cleanup.** The Show will maintain and keep the midway area clean throughout each day/night during the hours the general public is in attendance. The Show will do nightly cleanup of the midway area immediately upon closing the Fair at the end of each business day. The Show will place all garbage and waste in containers provided by the County.

## **VI. SHOW PERSONNEL/AGENTS/REPRESENTATIVES/GUESTS.**

Prior to opening day for the Fair, the Show will provide the County with a complete list of all Show personnel and/or agents (including without limitation, independent contractors) working at the Fair. The Show hereby represents that all ticket sellers, ticket takers, persons participating in the shows, concessionaires, game operators, service and maintenance personnel, independent contractors, ride operators, equipment operators and any other Show personnel, agents and representatives are properly trained, skilled, qualified and knowledgeable in their respective Fair duties, possessing the requisite expertise and experience to safely and effectively perform their respective duties and shall perform their duties in a competent and safe manner at all times. The Show shall be solely responsible for the payment of any salary or wages due its employees, representatives and/or agents. The safety and conduct of all Show employees, agents, representatives and guests while on County property shall be the sole obligation and responsibility of the Show. The Show shall be solely responsible for the conduct and personal appearance of Show personnel, agents, representatives and guests. All Show personnel, agents and representatives shall be clean, neatly dressed, orderly and polite in their conduct and speech at all times. Intoxication or the illegal use of controlled substances by the Show's personnel, representatives, agents or guests, or any impolite, discourteous, obscene or other socially unacceptable conduct or speech by such parties, as determined by the County and/or the Cabarrus County Sheriff's Department or any other law enforcement authority, is strictly prohibited. Any conduct of the Show's personnel, agents and/or guests deemed unacceptable by the County may result in such person being immediately and permanently removed from the County property.

## **VII. INSURANCE/INDEMNITY.**

**A. Insurance.** The Show will purchase an insurance policy insuring against personal and bodily injury (including without limitation, death) and property damage in an amount of no less than five million dollars (\$5,000,000.00), naming the County, its agents, officers and assigns as an additional named insured. The Shows' insurance coverage(s) shall be on a primary basis or a primary and non-contributory basis over any other insurance that may be available to Cabarrus County with respect to this Agreement. In addition, the Show will insure that any entity or individual leasing, loaning or in any manner allowing the Show to use any equipment as part of the Show Attractions, also provides the County with a similar policy. The policy (ies) shall contain a written provision that it cannot be cancelled without ten (10) days prior written notice to the County. The policy (ies) shall be issued by a carrier or company acceptable to the County and properly licensed to do business in North Carolina. A certificate of insurance or other proof of coverage acceptable to the County shall be provided to the Fair Director by August 1<sup>st</sup> each year.

**B. Indemnity.** The Show hereby indemnifies and holds harmless the County, the Fair, the Center and/or any of their employees, representatives and agents from and against any and all demands, damages, liabilities, costs or expenses of any kind or nature (including without limitation, attorneys' fees and legal costs) as they are incurred or awarded, arising out of or in any way attributable to the Show, the Show Attractions and/or the actions or failure to act by Show personnel, representatives, agents and/or guests. This indemnity shall survive termination of this Agreement. For purposes of any Show liability and/or indemnities provided hereunder, in addition to any recourse the County, its agents, officers and assigns may have against any third parties, the Show acknowledges that it has direct responsibility and liability for and management and control over all Show Attractions which it owns, leases or uses at the Fair.

#### **VIII. INDEPENDENT CONTRACTOR.**

The Show acknowledges and agrees that it is an independent contractor and is in no way operating as an agent of or joint venturer with the County, the Center or the Fair.

#### **IX. SEVERABILITY/PARAGRAPH HEADINGS.**

Each provision of this Agreement shall be separate and independent of any other and the breach of any Agreement provision by either party shall not relieve the other party from its obligations to perform each and every covenant hereunder. If the provision herein or the application to any person or circumstances shall to any extent be found invalid or unenforceable, the remaining provisions applicable to persons or circumstances other than to those to which it is invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforceable to the extent permitted by the law. Paragraph headings hereunder are for convenience only and shall not be deemed to be a controlling part of this Agreement.

#### **X. NOTICES/RENEWAL/ASSIGNMENT/REPRESENTATIONS/TERMINATION.**

**A. Notices.** All notices, demands, requests, consents, approvals and other instruments required or permitted under this Agreement shall be in writing and shall be deemed to have been properly delivered when hand-delivered or sent by the U.S. registered or certified mail, return receipt requested, postage prepaid. With respect to the County, the notice shall be addressed to:

Cabarrus County Fair  
P.O. Box 707  
Concord, NC 28026-0707  
Attention: Kate Sharpe, Fair Director

With respect to the Show, the notice shall be addressed to:

Amusements of Rochester, Inc.  
d/b/a Powers Great American Midways  
P. O. Box 1608  
Burgaw, NC 28425



**B. Renewal.** This Agreement may be renewed upon written consent of the parties hereto.

**C. Assignment; Show Representations.** The parties agree that the physical, on-site presence during each "Fair Week" of the owner of the Show at the time this Agreement is executed or an owner-approved representative of the Show (which the County may in its sole discretion approve or disapprove) is a condition precedent to the performance of this Agreement. In the event any owner(s) of the Show at the time this Agreement is executed should, at any time during the term of this Agreement: (1) enter into an agreement to sell or transfer all or any part of their interest(s) in the Show; or (2) cease to be active in the day-to-day management of the Show; the Show must give the County sixty (60) days advance written notice of such change in ownership or management. In the event any current owner's interest passes by reason of death or incompetence during the term of this Agreement, the personal representative of such owner (or his or her estate) must provide the County with written notice of such event within 30 days of the owner's incompetence or death. In any or the above events, the County reserves the right, in its sole discretion, to terminate this Agreement by giving the Show thirty (30) days advance written notice and the County shall not be deemed to be in default hereunder. It is further agreed that the rights, privileges, obligations and responsibilities of the Show provided herein may not be assigned or transferred in any manner without prior written approval of County. The County has considered certain important factors in the selection of the Show, including without limitation, the following representations and warranties made by the Show hereunder by its execution of this Agreement: (i) the Show is a valid and active New York corporation, properly authorized to do business in all territories in which it operates; (ii) the financial status of the Show is sound, including its financial ability to fulfill its indemnity obligations to the County hereunder; (iii) the safety record of the Show pertaining to the Show Attractions and its compliance with ride safety and inspections in all states and provinces where the Show has performed in the past five (5) years is outstanding; (iv) the Show represents that its personnel has satisfactorily performed services in direct contact with the public at the venues where the Show has performed in the last five (5) years; (v) the Show has an outstanding record for compliance with all applicable federal, state and local laws, rules, regulations and ordinances in locations where it has performed in the past five (5) years; and (vi) the Show has not had any involvement in any material or significant criminal and/or civil litigation during the past five (5) years.

**D. Termination Of Agreement.** This Agreement may be terminated by either party at any time from the date of execution of this Agreement through the 2026 Fair Week in the event the other party hereto: (i) becomes unable to pay its debts as they become due; or (ii) files for bankruptcy or has filed against it an action in bankruptcy; or (iii) has a trustee or receiver appointed to oversee its operations; or (iv) defaults in its obligations hereunder or breaches the terms of this Agreement and upon receipt of written notice from the non-defaulting party, fails to correct such default within fifteen (15) of such notice. In addition, the County shall be entitled to terminate this Agreement immediately in the event either of the following occur at any time from date of execution of this Agreement through the 2026 Fair Week: (i) any representation or warranty provided by the Show hereunder proves to be false or materially misleading; or (ii) the Show becomes the subject of a lawsuit alleging negligence, fraud, misconduct, and/or failure to honor a contractual obligation and such lawsuit is not dismissed as against the Show within ninety (90) days of filing.

## **XI. MISCELLANEOUS.**



- A. **Modifications.** Any modifications to this Agreement must be in writing, signed by both parties hereto. There are no oral or other understandings between the parties with regard to the subject matter of this Agreement, and all understandings between the parties with regard to the matters set forth herein which are contained in this instrument.
- B. **E-Verify:** The Show shall comply with all requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and shall require any subcontractor utilized for this contract to also comply.
- C. **Iran Divestment Act Certification:** The Show hereby certifies that the Show, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. The Show shall not utilize any subcontractor that is identified on the List.
- D. **Governing Law.** This Agreement is to be performed in Cabarrus County, North Carolina; and it is mutually and expressly agreed that this Agreement shall be construed under the laws of the State of North Carolina. In the event of any dispute with regard to the terms of this Agreement, the Show specifically agrees to the jurisdiction of the Courts of Cabarrus County, North Carolina without application of any conflicts of law provisions of any state and expressly consent that any legal action based upon this Agreement will be heard only in the courts of Cabarrus County, North Carolina, which determination shall be deemed final and binding.

**IN WITNESS WHEREOF,** the duly authorized representatives of the Cabarrus County, North Carolina and Amusements of Rochester, Inc. d/b/a Powers Great American Midways have caused this Agreement to be executed as of the day and year first above written.

**CABARRUS COUNTY, NORTH CAROLINA**

By: \_\_\_\_\_ (Seal)  
Michael K. Downs, County Manager  
Date: \_\_\_\_\_, 2020

**AMUSEMENTS OF ROCHESTER, INC.  
D/B/A POWERS GREAT AMERICAN MIDWAYS**

By: \_\_\_\_\_ (Seal)  
Leslie E. Powers, President  
Date: October 13, 2020

ATTEST:

Deborah Lynn Powers (Corporate Seal)  
Deborah Lynn Powers, Secretary

This Agreement has been approved by the Cabarrus County Board of Commissioners at its meeting held on \_\_\_\_\_, 2020.

By: A \_\_\_\_\_ vote of the Cabarrus County Board of Commissioners.

This instrument has been preaudited in the manner prescribed by the local government budget and fiscal control act. \_\_\_\_\_, County Finance Director. Subject to budget approval in fiscal years 2022, 2023, 2024, 2025, 2026 and 2027.

(Notary Certificates For Signatures On Following Page)

NORTH CAROLINA  
CABARRUS COUNTY

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, certify that **Michael K. Downs** personally came before me this day and acknowledged that he is County Manager for Cabarrus County, North Carolina and that by authority duly given to him by The Cabarrus County Board of Commissioners and as the act of Cabarrus County, North Carolina, the foregoing instrument was signed in its name by him.

WITNESS my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My commission expires:

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

STATE OF NORTH CAROLINA  
COUNTY OF Columbus

I, Marilyn W. Dyson, a Notary Public of the aforesaid County and State, certify that Deborah Lynn Powers personally came before me this day and acknowledged that she is Secretary of Amusements of Rochester, Inc., a New York corporation, d/b/a Powers Great American Midways, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Leslie E. Powers, its President, sealed with its corporate seal and attested by her self as its Secretary.

WITNESS my hand and official seal, this the 13th day of October, 2020.

My commission expires

2-21-2028



Marilyn W. Dyson  
Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

CABARRUS COUNTY  
FAIR AGREEMENT  
FAIR YEARS 2021-2026

**THIS AGREEMENT**, made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between **CABARRUS COUNTY, NORTH CAROLINA**, a North Carolina governmental entity, P.O. Box 707, Concord, NC 28026-0707 (herein referred to as the "County") and **Amusements of Rochester, Inc. a New York corporation, d/b/a Powers Great American Midways**, P. O. Box 1608, Burgaw, North Carolina, 28425 (herein referred to as the "Show"); (hereafter, the "Agreement").

**WITNESSETH:**

**WHEREAS**, the County is authorized by the Cabarrus County Board of Commissioners to stage the annual Cabarrus County Agricultural Fair (hereafter referred to as the "Fair") at the Cabarrus Arena and Events Center (the "Center") in accordance with the North Carolina General Statutes governing agricultural societies and fairs (NCGS 106.505 et.al.) as monitored by the North Carolina Department of Agriculture and Consumer Services; and

**WHEREAS**, the Show is in the business of providing and operating amusement rides, shows, games and concessions and desires to provide such attractions for the Fair;

**NOW THEREFORE**, in consideration of the mutual promises and agreements set forth herein, the County and the Show agree as follows:

**I. TERM/DATES.**

The term of this Agreement shall be for the period of Six (6) consecutive annual Fair weeks in Cabarrus County, North Carolina. Fair weeks will begin on the Friday following Labor Day of each year and end nine (9) days later on Saturday at 11:00 p.m. The parties agree that the 2021 Fair shall run from 4:00 p.m. Friday, September 10, 2020 through 11:00 p.m. on Saturday, September 18, 2020; the 2022 Fair shall run from 4:00 p.m. Friday, September 9, 2022 through 11:00 p.m. Saturday, September 17, 2022; the 2023 Fair shall run from 4:00 p.m. Friday, September 8, 2022 through 11:00 p.m. Saturday, September 16, 2022; the 2023 Fair shall run from 4:00 p.m. Friday, September 8, 2023 through 11:00 p.m. Saturday, September 16, 2023; the 2024 Fair shall run from 4:00 p.m. Friday, September 6, 2024 through 11:00 p.m. Saturday, September 14, 2024; the 2025 Fair shall run from 4:00 p.m. Friday, September 5, 2025 through 11:00 p.m. Saturday, September 13, 2025; the 2026 Fair shall run from 4:00 p.m. Friday, September 11, 2026 through 11:00 p.m. Saturday, September 19, 2026. The Show and County agree and acknowledge that, subject to any previously existing contractual agreements the Show may have with any third party, the County and Show may mutually agree to modify the dates and length of the Fair listed above. It is understood by both parties that any change would need to be made in a timely manner to facilitate all planning, programs, and promotions. In the event the County deems safe operation of the Fair is prevented at any time due to an act of God, a governmental act or regulation, epidemic, strikes, civil unrest, terrorism attack or war conditions or emergencies beyond the control of the County or the Show, the Show agrees to work with the County on the cancelation of Fair plans and operations.

## **II. COUNTY DUTIES AND PRIVILEGES.**

**A. Fair Location.** The County shall provide the location for the Fair and will provide a midway area suitable for the Show to set up rides, concessions, shows, games and all equipment attendant thereto, subject to the terms and conditions of this Agreement (hereafter, sometimes collectively referred to as the "Show Attraction(s)"). The County will provide Show advance personnel with a free designated space in which to park his/her motor home, recreational vehicle during the advance promotional work.

The County will provide a designated area for employees of the Show to park all motor homes, trailers, recreational vans and bunkhouses. Parking shall be limited to the temporary housing described above. Show will pay County \$18.00 per unit, per night for such temporary units. This County designated area contains water, electric and sewer hookups. Show agrees that no dumping of sewage, gray water, garbage or refuse shall be permitted upon County property. The County shall provide designated containers for trash and garbage for use by Show employees. The Show will provide the camping layout to the Fair Director by September 1 each year.

**B. County Attractions Permitted.** The County may book third party straight sale concession and other types of stands on the Fair grounds, including without limitation, auction wagons, mug joints, confectionary stands and other food item stands. The County may also book any type of grandstand show(s), a live pony ride and one show for the County's independent midway (hereafter, such attractions may sometimes be collectively referred to as "County Attractions") and may allocate such Fair space to any organization approved by the County.

**C. County Suspension of Show Attractions.** The County shall have the right to suspend any Show Attractions from the Fair grounds that the County, in its sole and absolute discretion, feels to be unsafe, unlawful or harmful to the Fair or its patrons. The County reserves the right, in its sole discretion, to close down at any time any Show Attractions the County deems unsafe or which may become unsafe or hazardous to operate due to other conditions.

## **III. SHOW DUTIES AND PRIVILEGES.**

**A. Show Attractions.** The Show will provide the Fair Director with a complete list and recent photograph of all Show Attractions which will be located on the fairgrounds for the Fair by August 1<sup>st</sup> each year. The Show will provide all necessary personnel and equipment to properly operate and man the Rides and Show Attractions at all times during the Fair operating hours. To be included without limitation, are ticket booths, trash receptacles, hand sanitizing units, benches, and all necessary electrical equipment and power. If Show requires County to provide any additional electrical power, the Show's General Manager and Fair Director will agree on the rate to be paid for said electric by the Show before the Fair opens.

**B. Show Layout.** The Show, in cooperation with the Fair Director, will lay out the midway area in order to provide Fair patrons with a continuous lineup of Show Attractions on both the inside and outside of the walkways. The Show shall provide a minimum of 1,000 feet of concession booths and games to be operated in the Fair midway area. The Show agrees to secure prior approval of the County for the layout of all Show Attractions. The County shall also be entitled to allow local organizations



approved by the County to operate concession stands and other attractions in other mutually agreed designated areas. The Show acknowledges that in addition to approval of the County, the layout of all Show attractions is subject to approval of all applicable regulatory bodies, including without limitation, local fire and electrical inspection authorities. The County reserves the right, in its sole discretion, to reduce the number of amusement rides and/or concession booths and games to meet or address safety concerns, without fines to the Show.

**C. Show Attractions Setup.** The Show will have all equipment and personnel with regard to every Show Attraction fully set up and operational by 4:00 p.m. on Friday, when the Fair opens each year. The Show will provide all electrical power sufficient to operate its own equipment. **Fines and Penalties:** At 4:00 p.m. on opening day of the Fair, if the Show has less than thirty-eight (38) amusement rides and shows operational for the general public, the Show will pay the County a fine of two thousand dollars (\$2,000.00) per unit not operational and each day thereafter that the Show has under forty (40) units operational, the Show will pay the County five hundred dollars (\$500.00) per ride/per day. The County reserves the right, in its sole discretion, to reduce the number of amusement rides to meet or address safety concerns, without fines to the Show.

**D. Show Attractions.** In addition to the requisite minimum of 1,000 feet of concession booths and games, the Show will provide a minimum of 40 amusement rides and shows, including everything from kiddie rides to spectaculars with the same state fair quality as Raleigh. The County reserves the right, in its sole discretion, to reduce the number of amusement rides and/or concession booths and games to meet or address safety concerns, without fines to the Show.

Also, the Show may provide additional rides and shows if it so desires. All Show Attractions shall have a clearly posted and stated price. There shall be no "donation" or "ding" shows. All games shall be for prizes of merchandise and not for money. All games operated by the Show will be games of skill only. The Show will not operate any games of chance, such as penny falls. The Show agrees that no Show Attractions will contain nudity or burlesque-type entertainment, or violate any local ordinance, rule or regulation. The Show acknowledges that it is prohibited from operating concession sales of novelties, tobacco, cigarettes and alcohol at the Fair.

**E. Show Fees/Costs/Expenses.**

1. **Midway Space:** During the Fair, the Show shall pay the County for midway space at \$20.00 per linear foot. No charge shall be assessed the Show for awning space, with the exception that there will be a charge for space taken for framework, as measured along the walkway. Front footage on single-sided access concessions or games shall be charged for the number of feet along the midway. However, for pricing purposes hereunder, concessions stands or games having two or more sides will be measured on the long side and one-half of one short side. (For example, for pricing purposes hereunder, a 20' x 10' concession area shall be designated as having a 25-foot frontage.)

2. **Gross Receipts/Rides:** During the Fair, the Show will pay the County thirty-five percent (35%) of all gross ride receipts. The Show will provide the County with a daily report of the gross ride receipts at the close of each business day.

3. **Tickets/Passes/Advertising:** The Show agrees to pay the County a minimum of five thousand dollars (\$5,000.00) per Fair year to assist in defraying the County's Fair advertising costs, plus the Show agrees to pay the County the following: a) One thousand dollars (\$2,000.00) to be applied to garbage removal, b) One thousand five hundred dollars (\$1,500.00) to help provide security and discount



tickets/ride promotion, and c) Two thousand (\$2,000.00) towards capital improvement. In addition, the Show shall furnish at its sole expense all necessary ticket stock or other forms of passes used for all rides, shows and games, including coupons, wristbands or hand stamps. The Show will provide the County with a reasonable number of free ride passes for use or delegation by the Fair Director. At least 90 days prior to Fair opening day, the County and Show will mutually agree on the prices for ride coupons and pay-one-price ride promotions.

4. Re-negotiation of Fees/Costs/Expenses. At least 180 days prior to the 2021 through 2026 "Fair Weeks", the County and the Show agree to use good faith efforts to re-negotiate the sums to be paid the County by the Show set forth in (1) through (3) above. However, in no event shall the Show pay the County less than the amounts set forth above for the Fair.

**F. Compliance With Laws.** The Show agrees to comply with all federal, state or local laws, rules, regulations and ordinances applicable to the Show, Show Attractions, Show personnel, agents and representatives and Show operations in general, including without limitation; the American Disabilities Act. The Show agrees to insure that its personnel do not violate any local, state or federal laws, rules, regulations or ordinances.

**G. Licenses/Permits.** The Show shall be solely responsible for obtaining, at its sole expense, all the necessary federal, state or local licenses, certificates or permits required for the operation of all Show Attractions.

#### **IV. FAIR HOURS OF OPERATION.**

Hours of operation for the Show Attractions shall be from 4:00 p.m. to 11:00 p.m. on Fridays; 10:00 a.m. to 11:00 p.m. on Saturdays, 1:00 p.m. to 10:00 p.m. on Sundays, and 4:00 p.m. until 10:00 p.m. Monday, Tuesday, Wednesday and Thursday. The County reserves the right, in its sole discretion, to change or modify the hours of operation for any reason including without limitation, due to weather conditions, changes in attendance and safety concerns.

#### **V. FAIR SET-UP/TEAR-DOWN; MAINTENANCE AND CLEANUP.**

**A. Set-up/Tear Down.** The Show may commence set-up of all Show Attractions six (6) days in advance of the opening day of the Fair. Tear down and removal must be completed no later than seventy-two (72) hours following the closing day. Requests for additional time for set-up or tear down should be submitted to the Fair Director in writing, which consent shall not be unreasonably withheld.

**B. Maintenance.** All Show Attractions shall be maintained and operated in accordance with all applicable laws, regulations, rules and ordinances of the City of Concord, Cabarrus County, the State of North Carolina and any applicable federal law, rule or regulation, including without limitation, the North Carolina Department Labor and any rules promulgated or adopted thereby. The Show shall cooperate with and make any Show Attractions available for inspection by North Carolina Department of Labor or any other inspector designated by the County. The Show agrees that all of its property and all property belonging to its personnel, including without limitation, house trailers, campers and concession trailers, shall all be fully contained and there shall be no drainage of any kind onto the County's property. The

Show agrees that its personnel shall park their trailers and vehicles in an area designated by the County and shall at all times maintain the area in an orderly and sanitary fashion.

**C. Cleanup.** The Show will maintain and keep the midway area clean throughout each day/night during the hours the general public is in attendance. The Show will do nightly cleanup of the midway area immediately upon closing the Fair at the end of each business day. The Show will place all garbage and waste in containers provided by the County.

## **VI. SHOW PERSONNEL/AGENTS/REPRESENTATIVES/GUESTS.**

Prior to opening day for the Fair, the Show will provide the County with a complete list of all Show personnel and/or agents (including without limitation, independent contractors) working at the Fair. The Show hereby represents that all ticket sellers, ticket takers, persons participating in the shows, concessionaires, game operators, service and maintenance personnel, independent contractors, ride operators, equipment operators and any other Show personnel, agents and representatives are properly trained, skilled, qualified and knowledgeable in their respective Fair duties, possessing the requisite expertise and experience to safely and effectively perform their respective duties and shall perform their duties in a competent and safe manner at all times. The Show shall be solely responsible for the payment of any salary or wages due its employees, representatives and/or agents. The safety and conduct of all Show employees, agents, representatives and guests while on County property shall be the sole obligation and responsibility of the Show. The Show shall be solely responsible for the conduct and personal appearance of Show personnel, agents, representatives and guests. All Show personnel, agents and representatives shall be clean, neatly dressed, orderly and polite in their conduct and speech at all times. Intoxication or the illegal use of controlled substances by the Show's personnel, representatives, agents or guests, or any impolite, discourteous, obscene or other socially unacceptable conduct or speech by such parties, as determined by the County and/or the Cabarrus County Sheriff's Department or any other law enforcement authority, is strictly prohibited. Any conduct of the Show's personnel, agents and/or guests deemed unacceptable by the County may result in such person being immediately and permanently removed from the County property.

## **VII. INSURANCE/INDEMNITY.**

**A. Insurance.** The Show will purchase an insurance policy insuring against personal and bodily injury (including without limitation, death) and property damage in an amount of no less than five million dollars (\$5,000,000.00), naming the County, its agents, officers and assigns as an additional named insured. The Shows' insurance coverage(s) shall be on a primary basis or a primary and non-contributory basis over any other insurance that may be available to Cabarrus County with respect to this Agreement. In addition, the Show will insure that any entity or individual leasing, loaning or in any manner allowing the Show to use any equipment as part of the Show Attractions, also provides the County with a similar policy. The policy (ies) shall contain a written provision that it cannot be cancelled without ten (10) days prior written notice to the County. The policy (ies) shall be issued by a carrier or company acceptable to the County and properly licensed to do business in North Carolina. A certificate of insurance or other proof of coverage acceptable to the County shall be provided to the Fair Director by August 1<sup>st</sup> each year.

**B. Indemnity.** The Show hereby indemnifies and holds harmless the County, the Fair, the Center and/or any of their employees, representatives and agents from and against any and all demands, damages, liabilities, costs or expenses of any kind or nature (including without limitation, attorneys' fees and legal costs) as they are incurred or awarded, arising out of or in any way attributable to the Show, the Show Attractions and/or the actions or failure to act by Show personnel, representatives, agents and/or guests. This indemnity shall survive termination of this Agreement. For purposes of any Show liability and/or indemnities provided hereunder, in addition to any recourse the County, its agents, officers and assigns may have against any third parties, the Show acknowledges that it has direct responsibility and liability for and management and control over all Show Attractions which it owns, leases or uses at the Fair.

#### **VIII. INDEPENDENT CONTRACTOR.**

The Show acknowledges and agrees that it is an independent contractor and is in no way operating as an agent of or joint venturer with the County, the Center or the Fair.

#### **IX. SEVERABILITY/PARAGRAPH HEADINGS.**

Each provision of this Agreement shall be separate and independent of any other and the breach of any Agreement provision by either party shall not relieve the other party from its obligations to perform each and every covenant hereunder. If the provision herein or the application to any person or circumstances shall to any extent be found invalid or unenforceable, the remaining provisions applicable to persons or circumstances other than to those to which it is invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforceable to the extent permitted by the law. Paragraph headings hereunder are for convenience only and shall not be deemed to be a controlling part of this Agreement.

#### **X. NOTICES/RENEWAL/ASSIGNMENT/REPRESENTATIONS/TERMINATION.**

**A. Notices.** All notices, demands, requests, consents, approvals and other instruments required or permitted under this Agreement shall be in writing and shall be deemed to have been properly delivered when hand-delivered or sent by the U.S. registered or certified mail, return receipt requested, postage prepaid. With respect to the County, the notice shall be addressed to:

Cabarrus County Fair  
P.O. Box 707  
Concord, NC 28026-0707  
Attention: Kate Sharpe, Fair Director

With respect to the Show, the notice shall be addressed to:

Amusements of Rochester, Inc.  
d/b/a Powers Great American Midways  
P. O. Box 1608  
Burgaw, NC 28425

**B. Renewal.** This Agreement may be renewed upon written consent of the parties hereto.

**C. Assignment; Show Representations.** The parties agree that the physical, on-site presence during each "Fair Week" of the owner of the Show at the time this Agreement is executed or an owner-approved representative of the Show (which the County may in its sole discretion approve or disapprove) is a condition precedent to the performance of this Agreement. In the event any owner(s) of the Show at the time this Agreement is executed should, at any time during the term of this Agreement: (1) enter into an agreement to sell or transfer all or any part of their interest(s) in the Show; or (2) cease to be active in the day-to-day management of the Show; the Show must give the County sixty (60) days advance written notice of such change in ownership or management. In the event any current owner's interest passes by reason of death or incompetence during the term of this Agreement, the personal representative of such owner (or his or her estate) must provide the County with written notice of such event within 30 days of the owner's incompetence or death. In any or the above events, the County reserves the right, in its sole discretion, to terminate this Agreement by giving the Show thirty (30) days advance written notice and the County shall not be deemed to be in default hereunder. It is further agreed that the rights, privileges, obligations and responsibilities of the Show provided herein may not be assigned or transferred in any manner without prior written approval of County. The County has considered certain important factors in the selection of the Show, including without limitation, the following representations and warranties made by the Show hereunder by its execution of this Agreement: (i) the Show is a valid and active New York corporation, properly authorized to do business in all territories in which it operates; (ii) the financial status of the Show is sound, including its financial ability to fulfill its indemnity obligations to the County hereunder; (iii) the safety record of the Show pertaining to the Show Attractions and its compliance with ride safety and inspections in all states and provinces where the Show has performed in the past five (5) years is outstanding; (iv) the Show represents that its personnel has satisfactorily performed services in direct contact with the public at the venues where the Show has performed in the last five (5) years; (v) the Show has an outstanding record for compliance with all applicable federal, state and local laws, rules, regulations and ordinances in locations where it has performed in the past five (5) years; and (vi) the Show has not had any involvement in any material or significant criminal and/or civil litigation during the past five (5) years.

**D. Termination Of Agreement.** This Agreement may be terminated by either party at any time from the date of execution of this Agreement through the 2026 Fair Week in the event the other party hereto: (i) becomes unable to pay its debts as they become due; or (ii) files for bankruptcy or has filed against it an action in bankruptcy; or (iii) has a trustee or receiver appointed to oversee its operations; or (iv) defaults in its obligations hereunder or breaches the terms of this Agreement and upon receipt of written notice from the non-defaulting party, fails to correct such default within fifteen (15) of such notice. In addition, the County shall be entitled to terminate this Agreement immediately in the event either of the following occur at any time from date of execution of this Agreement through the 2026 Fair Week: (i) any representation or warranty provided by the Show hereunder proves to be false or materially misleading; or (ii) the Show becomes the subject of a lawsuit alleging negligence, fraud, misconduct, and/or failure to honor a contractual obligation and such lawsuit is not dismissed as against the Show within ninety (90) days of filing.

## **XI. MISCELLANEOUS.**



- A. **Modifications.** Any modifications to this Agreement must be in writing, signed by both parties hereto. There are no oral or other understandings between the parties with regard to the subject matter of this Agreement, and all understandings between the parties with regard to the matters set forth herein which are contained in this instrument.
- B. **E-Verify:** The Show shall comply with all requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and shall require any subcontractor utilized for this contract to also comply.
- C. **Iran Divestment Act Certification:** The Show hereby certifies that the Show, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. The Show shall not utilize any subcontractor that is identified on the List.
- D. **Governing Law.** This Agreement is to be performed in Cabarrus County, North Carolina; and it is mutually and expressly agreed that this Agreement shall be construed under the laws of the State of North Carolina. In the event of any dispute with regard to the terms of this Agreement, the Show specifically agrees to the jurisdiction of the Courts of Cabarrus County, North Carolina without application of any conflicts of law provisions of any state and expressly consent that any legal action based upon this Agreement will be heard only in the courts of Cabarrus County, North Carolina, which determination shall be deemed final and binding.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Cabarrus County, North Carolina and Amusements of Rochester, Inc. d/b/a Powers Great American Midways have caused this Agreement to be executed as of the day and year first above written.

**CABARRUS COUNTY, NORTH CAROLINA**

By: \_\_\_\_\_ (Seal)  
Michael K. Downs, County Manager  
Date: \_\_\_\_\_, 2020

**AMUSEMENTS OF ROCHESTER, INC.  
D/B/A POWERS GREAT AMERICAN MIDWAYS**

By: \_\_\_\_\_ (Seal)  
Leslie E. Powers, President  
Date: October 13, 2020

ATTEST:

Deborah Lynn Powers (Corporate Seal)  
Deborah Lynn Powers, Secretary



This Agreement has been approved by the Cabarrus County Board of Commissioners at its meeting held on \_\_\_\_\_, 2020.

By: A \_\_\_\_\_ vote of the Cabarrus County Board of Commissioners.

This instrument has been preaudited in the manner prescribed by the local government budget and fiscal control act. \_\_\_\_\_, County Finance Director. Subject to budget approval in fiscal years 2022, 2023, 2024, 2025, 2026 and 2027.

(Notary Certificates For Signatures On Following Page)

NORTH CAROLINA  
CABARRUS COUNTY

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, certify that **Michael K. Downs** personally came before me this day and acknowledged that he is County Manager for Cabarrus County, North Carolina and that by authority duly given to him by The Cabarrus County Board of Commissioners and as the act of Cabarrus County, North Carolina, the foregoing instrument was signed in its name by him.

WITNESS my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My commission expires:

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

STATE OF NORTH CAROLINA  
COUNTY OF Columbus

I, Marilyn W. Dyson, a Notary Public of the aforesaid County and State, certify that Deborah Lynn Powers personally came before me this day and acknowledged that she is Secretary of Amusements of Rochester, Inc., a New York corporation, d/b/a Powers Great American Midways, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Leslie E. Powers, its President, sealed with its corporate seal and attested by her self as its Secretary.

WITNESS my hand and official seal, this the 13th day of October, 2020.

My commission expires

2-21-2028



Marilyn W. Dyson  
Notary Public

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**November 2, 2020  
4:00 PM**

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#### **AGENDA CATEGORY:**

Discussion Items for Action

#### **SUBJECT:**

Finance - Update of County Capital Projects Fund for Frank Liske Park Barn & Silo Insurance Proceeds

#### **BRIEF SUMMARY:**

Final insurance proceeds of \$934,423 have been received for the Frank Liske Park Barn & Silo fire. Since the replacement project will span over more than one fiscal year, we will be moving the insurance proceeds from the Self-Insurance Liability Fund into the multi-year County Capital Projects Fund. Previous insurance proceeds were moved into the General Fund on April 13, 2020 and into the County Capital Projects Fund on July 21, 2020. A summary, a budget amendment and an updated project is included for your review.

#### **REQUESTED ACTION:**

Motion to approve the budget amendment and updated County Capital Project Ordinance for the Frank Liske Park Barn and Silo replacement project.

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

5 Minutes

#### **SUBMITTED BY:**

Susan Fearington, Finance Director  
Kyle Bilafer, Area Manager of Operations.

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

Yes

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

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**ATTACHMENTS:**

- ▣ FLP Barn Summary
- ▣ Fd 380 Budget Amendment
- ▣ Fd 380 Project Ordinance

<b>Cabarrus County</b>					
<b>Liability Insurance</b>					
<b>Frank Liske Barn Fire</b>					
			<b>60061919-6804</b>		
<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Insurance Funds</b>		
<b>Source - Insurance Proceeds:</b>					
4/14/2020	Travelers	Barn & Silo Advance Payment	\$ 100,000		
4/22/2020	Travelers	80% FLP Barn Contents	45,209		
9/28/2020	Travelers	Barn & Silo payment	909,414		
10/2/2020	Travelers	Final payment	25,009		
		<b>Total Insurance received</b>	\$ 1,079,632		
<b>Uses:</b>		<b>Expenditure Category</b>			
4/13/2020	BA 2020-10-299	00198140-9356-FLP	\$ 14,207	Used for Barn Contents	
7/21/2020	BA 2021-01-764	38098140-9607-BARN	100,000	Architect	
7/21/2020	BA 2021-01-764	38098140-9860-BARN	31,001	Equipment	
		<b>Total Uses</b>	\$ 145,208		
		<b>Avaiable to transfer for Barn</b>	\$ 934,424		

### Budget Revision/Amendment Request

Date: 11/16/2020

Amount: 934,424.00

Dept. Head: Susan Fearington (Prepared by Sarah Chesley)

Department: Finance - County Capital Projects and Fund 600

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

This budget amendment recognizes insurance proceeds from the fire that destroyed Frank Liske Barn. It also moves funds to the County Capital Project fund for future barn replacement.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
380	6	8140-6931-BARN	Contribution from Internal Service Fund	131,001.00	934,424.00		1,065,425.00
380	9	8140-9607-BARN	Architect - Barn	100,000.00	300,000.00		400,000.00
380	9	8140-9820-BARN	Construction		634,424.00		634,424.00
							0.00
600	9	1919-9708	Contribution to Capital Project Fund	131,001.00	934,424.00		1,065,425.00
600	6	1919-6804	Insurance Funds	20,000.00	934,424.00		954,424.00
							0.00

#### Budget Officer

☐ Approved

☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### County Manager

☐ Approved

☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### Board of Commissioners

☐ Approved

☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# CABARRUS COUNTY COUNTY CAPITAL PROJECTS BUDGET ORDINANCE

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

## Section I.

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

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

Debt Proceeds 2020 Draw Note	\$ 77,592,977
Debt Proceeds 2022 Draw Note	46,478,143
Contributions from Capital Projects Fund	25,017,039
Contribution from General Fund	7,358,029
Contribution from Capital Reserve Fund	3,643,337
Contribution from Internal Service Fund	1,065,425

<b>TOTAL REVENUES</b>	<b>\$161,154,950</b>
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- C. The following appropriations are made as listed.

Courthouse Site Enabling Construction & Renovation	\$ 132,211,360
Governmental Center Skylight & Roof Replacement	2,577,722
Contribution to Capital Reserve (Reimb for Skylight Project)	2,085,000
Artificial Turf Fields	4,401,748
Frank Liske Barn Replacement	1,065,425
Legal / Closing Expenses	952,508
Governmental Center Parking Deck Sealing	350,000
Operations Center Renovations	4,918,787
Fiber Infrastructure Improvement	420,000
Jail Annex HVAC Replacement	240,000
Sheriff Training & Firing Range Renovations	1,900,000
Human Services HVAC	180,000
Frank Liske Park ADA Renovations	1,100,000
Frank Liske Park Water Line	780,000
Frank Liske Park Playground Replacement	120,000
Camp Spencer Vending & Archery Building	625,000
West Cabarrus Library & Senior Center	2,400,000
Deferred Maintenance Projects	2,157,400
EMS Headquarters	2,670,000

<b>TOTAL EXPENDITURES</b>	<b>\$161,154,950</b>
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<b>GRAND TOTAL – REVENUES</b>	<b>\$161,154,950</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$161,154,950</b>

## Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
  - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
  - 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
  - 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
  - 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
  - 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
  - 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
  - 8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
  - 9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
  - 10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
  - 11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

## Section III.

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

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.

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

Adopted this 16<sup>th</sup> day of November, 2020.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**November 2, 2020  
4:00 PM**

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#### **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).

A notice for upset bids was published. Staff will provide an update on the status of the bid process.

#### **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:**

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

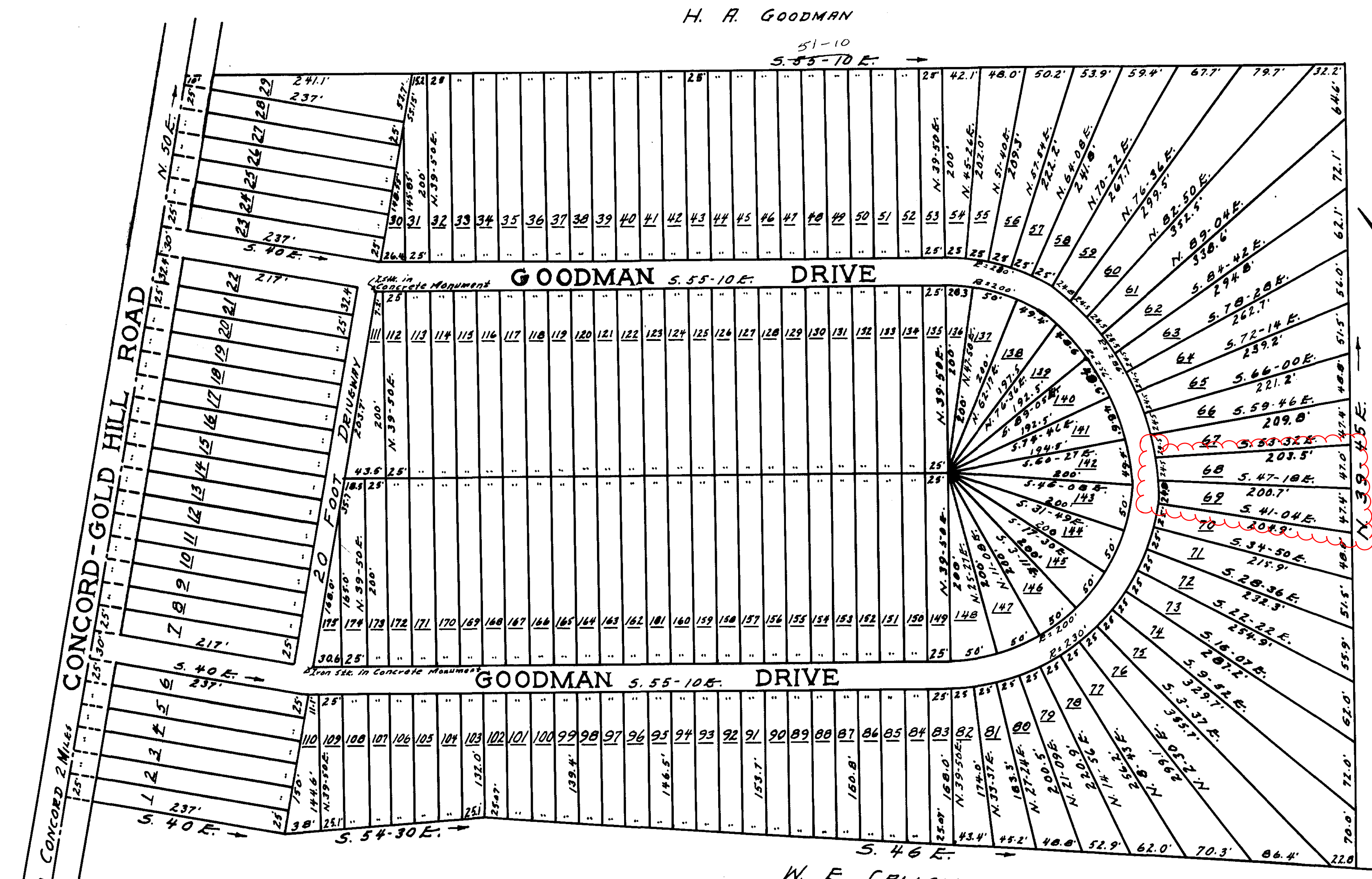
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**ATTACHMENTS:**

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



Book 8



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

OFFICE REGISTER OF DEEDS  
CABARRUS COUNTY, N. C.  
Filed for registration on the  
26 day of Oct. 1948  
at 3:00 o'clock  
and registered in record  
book No. 8 Page 68  
Register of Deeds

Walter Alexander Deputy  
Walter L. Furr Jr.

Surveyed  
October 21-1948

Visible

Walter Alexander  
Deputy

SURVEYED BY- Walter L. Furr Jr.  
WALTER L. FURR, JR. SURVEYOR  
CONCORD, NORTH CAROLINA

## 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

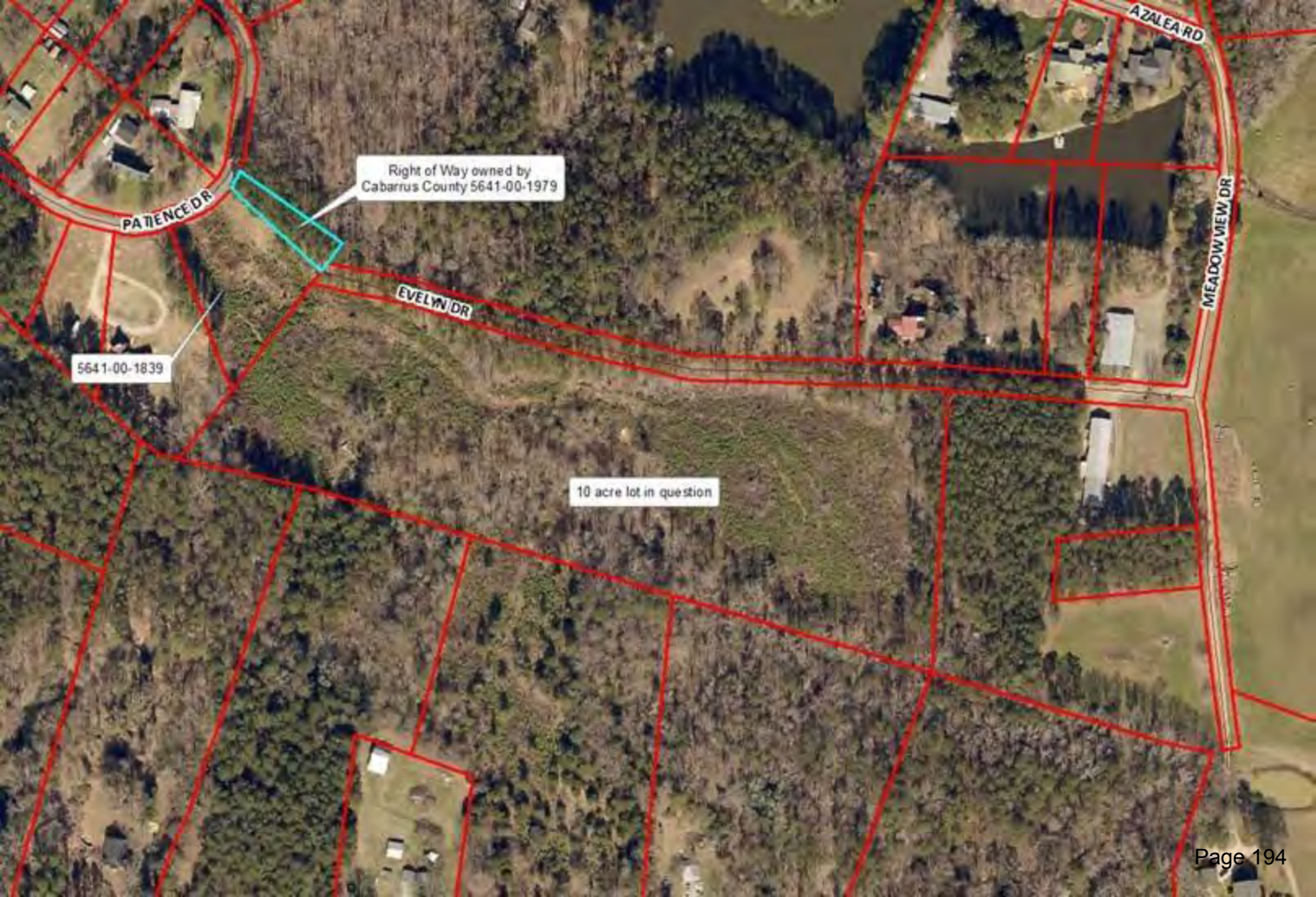
One DOLLARS

to the said part one of the first part in hand paid, the receipt whereof is hereby acknowledged, has vol. bargained, sold and conveyed, and by these presents do vol. bargain, sell and convey unto the said part one 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 said 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.

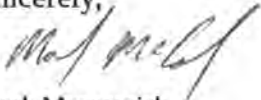
5641-00-7631-0000, lots 1-22 Kluttz-Evelyn Dr

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

**November 2, 2020  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Planning and Development Department - Planning and Zoning Fee Schedule Update

### **BRIEF SUMMARY:**

Staff is requesting that a fee adjustment be considered by the Board of Commissioners for the zoning portion of soil suitability analysis applications. The current fee is \$40.00.

Staff is also requesting that two new fees be added to the Planning and Zoning Fee Schedule. These fees are for Temporary Health Care Structures.

### **REQUESTED ACTION:**

Motion to amend the Planning and Zoning Fee Schedule as follows:

- Increase the Soil Suitability Analysis Fee to \$100.00
- Add Temporary Health Care Structure Permit Fee of \$75.00
- Add Temporary Health Care Structure Renewal Fee of \$25.00

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

5 Minutes

### **SUBMITTED BY:**

Susie Morris, AICP, CFM, CZO  
Planning and Zoning Manager

### **BUDGET AMENDMENT REQUIRED:**

No



## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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### ATTACHMENTS:

▣ Memo

## Planning

# Memo

**To:** Cabarrus County Board of Commissioners

**From:** Susie Morris, Planning and Zoning Manager

**cc:** File

**Date:** November 2, 2020

**Re:** Requested Update to Planning and Zoning Fee Schedule

Staff is requesting that a fee increase be considered by the Board of Commissioners for the zoning portion of the soil suitability analysis application. The current fee is \$40.00.

As you may recall, no change was proposed to this particular fee when the overall Planning and Zoning Fee Schedule was adopted. An analysis for this fee, similar to the one presented for all of the planning and zoning fees considered in 2019, is below:

PLANNING AND ZONING FEE SCHEDULE ITEM	Current Adopted Fee	100% Cost Recovery	75% Cost Recovery	50% Cost Recovery	25% Cost Recovery	20% Cost Recovery	15% Cost Recovery	10% Cost Recovery	5% Cost Recovery
Soil Suitability Application	\$ 40.00	\$ 396.21	\$ 297.16	\$ 198.11	\$ 99.05	\$ 79.24	\$ 59.43	\$ 39.62	\$ 19.81

Staff is requesting that the Board of Commissioners consider increasing the fee to a minimum of 20% of the cost recovery, which would be \$80.00, with the recommended fee being \$100.00, which is approximately 25% of cost recovery.

Staff is also requesting that two new fees be established and added to the Planning and Zoning Fee Schedule. These fees are for Temporary Health Care Structures.

Temporary Health Care Structures are intended to provide an environment facilitating a caregiver's provision of care for a mentally or physically impaired person. These structures will be permitted as accessory structures, and in accordance with the State Statute, one allowed per parcel.

The State Statute allows government agencies to assess fees of up to \$100.00 for the initial Temporary Health Care Structure permit and up to \$50.00 for a yearly renewal fee.

The proposed fees for unincorporated Cabarrus County permits are:

- Permit for Temporary Health Care Structure - \$75.00.
  - This permit will be good for 24 months and includes the required zoning inspections.
- Permit Renewal - \$25.00

Staff requests that these changes be effective December 1, 2020.

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**November 2, 2020  
4:00 PM**

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#### **AGENDA CATEGORY:**

Discussion Items for Action

#### **SUBJECT:**

Register of Deeds - Refund of Excise Tax

#### **BRIEF SUMMARY:**

The Harvey and Vallini law firm recorded a special warranty deed in Cabarrus County which should have been recorded in Union County. The deed was recorded here September 1, 2020 in deed book 14463 at page 270. Excise tax in the amount of \$621.00 was paid. Subsequently, said law firm recorded a corrective affidavit of error in book in book 14566 at page 329. Said firm is now requesting a refund of overpayment of excise tax in the sum of \$621.00.

#### **REQUESTED ACTION:**

Motion to, in compliance with NCGS 105-228.37, authorize a refund to the Harvey and Vallini law firm in the amount of \$621.00.

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

1 Minute

#### **SUBMITTED BY:**

Wayne Nixon, Register of Deeds

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

No

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

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**ATTACHMENTS:**

- ▢ Backup Information



# HARVEY & VALLINI, LLC

ATTORNEYS AND COUNSELORS AT LAW

PARTNERS:

STEVEN E. HARVEY  
DANIEL J. VALLINI  
KAREN S. LOVE  
SUZANNAH HAYES  
MATTHEW D. SULLIVAN

ATTORNEYS:

LINDSEY HENDERSON  
LAUREN E. MOORE  
SARAH MARGARET MUCKLER  
KELLEY H. JONES  
LEE ANDREW PEINDL, JR.  
ATALIE ELISE TENGUE  
JOHN KENNETH CHANDLER  
CAROLYN ANN BENZON  
E. REID GREEN

OF SPECIAL COUNSEL:

CHRISTOPHER M. HARVEY  
(VIA E-MAIL)

ELLIS LIESEMAN

12104 COPPER WAY, UNIT 201  
CHARLOTTE, NORTH CAROLINA 28277

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WITH OFFICES LOCATED IN:

COLUMBIA, SC  
GREENVILLE, SC  
LEXINGTON, SC  
MOUNT PLEASANT, SC  
MYRTLE BEACH, SC  
SUMMERVILLE, SC

AND

CHARLOTTE, NC

7 October 2020

Cabarrus County Board of Commissioners  
c/o: Mike Downs, County Manager  
65 Church St. S.  
Concord North Carolina 28025

*RE: Refund of tax paid on deed filed in wrong county  
Deed Book 14463, Page 270, recorded September 1, 2020  
2004 Crooked Pine Place, Indian Trail, North Carolina 28079  
HVCLT 20-8388*

Dear Mr. Downs:

This firm represents Carnetta Rohland, the purchaser of the property described on the above-referenced deed. Please accept this letter as our request to refund the Deed Stamps (taxes) for this deed. We are making this request because the deed was filed in the wrong county.

The property described in this deed is actually located in Union County, not Cabarrus County. The legal description of the property on the deed improperly references Cabarrus County. As a result, it was recorded in the wrong county. Enclosed please find the Corrective Affidavit being recorded with the Cabarrus County Register of Deeds.

In light of the above, no tax was ever properly due and owing to Cabarrus County. Therefore, pursuant to NCGS §105-228.37(e), we respectfully request the Board of Commissioners refund the amount of Six Hundred Twenty One Dollars (\$621.00) to Harvey & Vallini, LLC.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Lee A. Peindl  
NC State Bar No.: 30660

cc: Wayne Nixon, Register of Deeds

File: HVCLT 20-8388

**CORRECTIVE AFFIDAVIT**

Under Authority of NCGS §47-36.1 and §105-228.37(e)

The undersigned, to correct a typographical or other minor error appearing in the following described recorded instrument, does hereby say and affirm:

Office of the Register of Deeds for Cabarrus County, North Carolina

Original Parties to the instrument:

Grantor(s): Stanley Martin Companies, LLC, Maryland limited liability company.

Grantee(s): Carnetta L. Rohland

Type of Instrument: Special Warranty Deed

Date of Recording: September 1, 2020

Recording Book and Page: Book 14463, Page 270-271

Corrected information: The Special Warranty Deed was filed in the wrong county. The property is located in Union County. Therefore, no tax is due.

Authority of undersigned: Closing Attorney

*/S/Signature on next page.*



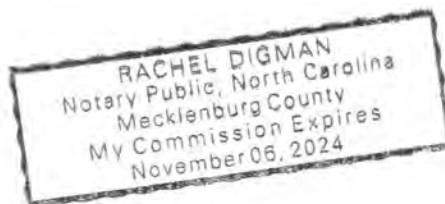
Authorized by: Lee A. Peindl, NC State Bar No.: 30660

MECKLENBURG COUNTY, NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Lee A. Peindl

Date: 10/6/2023

[Seal]



Notary Public

Rachel Digman

Printed or Typed Name of Notary

11-6-2024

Commission Expiration

Prepared by and Return to:  
HARVEY & VALLINI PLLC (LAP)  
12104 Copper Way, Suite 201  
Charlotte North Carolina 28277

Prepared By  
**HARVEY & VALLINI, LLC**  
 ATTORNEYS AND COUNSELORS AT LAW  
 12104 COPPER WAY, UNIT 201  
 CHARLOTTE, NC 28277  
 FILE NO. 20-8388

### SPECIAL WARRANTY DEED

FILED  
 CABARRUS COUNTY NC  
 WAYNE NIXON  
 REGISTER OF DEEDS  
 FILED Sep 01, 2020  
 AT 01:06 pm  
 BOOK 14463  
 START PAGE 0270  
 END PAGE 0271  
 INSTRUMENT # 29412  
 EXCISE TAX \$621.00  
 SMS

Excise Tax: \$ 621.00

Tax Parcel ID No. 07-120-789

Verified by Union County

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_

Mail/Box to: 12104 Copper Way, Unit 201, Charlotte, NC 28277

This instrument was prepared by: Harvey & Vallini, PLLC

Brief description for the Index: Lot 65 of Heritage Subdivision Phase 1

THIS DEED, made this the 27th day of August, 2020, by and between

**GRANTOR: Stanley Martin Companies, LLC, a Maryland Limited Liability Company,**

whose mailing address is 11710 Plaza America Drive, Ste. 1100, Reston, VA 20190

(herein referred to collectively as **Grantor**) and

**GRANTEE: Carnetta L. Rohland**

whose mailing address is 2004 Crooked Pine Place, Indian Trail, NC 28079

(herein referred to collectively as **Grantee**)

*[Include mailing address for each Grantor and Grantee; marital status of each individual Grantor and Grantee, and type of entity, e.g., corporation, limited liability company, for each non-individual Grantor and Grantee.]*

#### WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in the City of Indian Trail, County of Union, State of North Carolina, more particularly described as follows:

BEING all Lot 65 of Heritage Subdivision Phases 2 and 4, as shown on a plat thereof recorded in Plat Cabinet O at File 369-373 of the Cabarrus County Registry.

All or a portion of the property herein conveyed    includes or XX does not include the residence of the Grantor.

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.



And Grantor hereby warrants that Grantor has done nothing to impair the title as received by Grantor and that Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor.

This conveyance is made subject to the following Exceptions and Reservations:

**ANY EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD AND THE LIEN FOR THE CURRENT YEAR AD VALOREM TAXES WHICH HAVE BEEN PRORATED AT CLOSING AND THE GRANTEE HEREIN ASSUMES AND AGREES TO PAY.**

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Stanley Martin Companies, LLC, a Maryland Limited Liability Company

By: [Signature] (SEAL)  
William G. Stallard, Authorized Representative

State of North Carolina  
County of Mecklenburg

(Official/Notarial Seal)

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Stanley Martin Companies, LLC, a Maryland Limited Liability Company

By: William G. Stallard  
Authorized Representative

Date: 8/24/2020 Betty Black Rodriguez  
Notary Public  
Betty Black Rodriguez  
Notary's Printed or Typed Name

My Commission Expires: 03/25/2024

Betty Black Rodriguez  
NOTARY PUBLIC  
Iredell County, North Carolina  
My Commission Expires 03/25/2024

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**November 2, 2020  
4:00 PM**

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### **AGENDA CATEGORY:**

Approval of Regular Meeting Agenda

### **SUBJECT:**

BOC - Approval of Regular Meeting Agenda

### **BRIEF SUMMARY:**

The proposed agenda for the November 16, 2020 regular meeting is attached.

### **REQUESTED ACTION:**

Motion to approve the agenda for the November 16, 2020 regular meeting as presented, including scheduling the public hearings.

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

1 Minute

### **SUBMITTED BY:**

Lauren Linker, Clerk to the Board

### **BUDGET AMENDMENT REQUIRED:**

No

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

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### **ATTACHMENTS:**

- ▢ Proposed November 16, 2020 Regular Meeting Agenda

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**November 16, 2020  
6:30 PM**

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### 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. Human Resources - Recognition of Lt. David Allred on His Retirement from the Cabarrus County Sheriff's Office

#### D. INFORMAL PUBLIC COMMENTS

#### E. OLD BUSINESS

#### F. CONSENT AGENDA

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

1. Active Living and Parks - FY21 Matching Incentive Grants - Second Round
2. Appointments - Cabarrus County Senior Centers Advisory Council
3. County Manager - Ad Hoc Modification to the Central Area Plan Interlocal Agreement

4. County Manager - Cabarrus County Schools Student Device Lease Agreement
5. County Manager - Parking Agreement with City of Concord
6. Fair - Powers Great American Midways Renewal Agreement
7. Finance - Update of County Capital Projects Fund for Frank Liske Park Barn & Silo Insurance Proceeds
8. Infrastructure and Asset Management - Offer for Purchase of Surplus Property
9. Planning and Development Department - Planning and Zoning Fee Schedule Update
10. Register of Deeds - Refund of Excise Tax
11. Sheriff's Office - Request to Award a Service Weapon to Deputy Daniel Barrier Upon Retirement
12. Sheriff's Office - Request to Award a Service Weapon to Deputy Jody Smith Upon Retirement
13. Sheriff's Office - Request to Award a Service Weapon to Lieutenant David Allred Upon Retirement
14. Tax Administration - Refund and Release Reports – October 2020

#### **G. NEW BUSINESS**

1. DHS - Transportation 5307 Grant - Public Hearing 6:30 p.m.
2. DHS - Transportation FY22 Community Transportation Administrative Grant - Public Hearing 6:30 p.m.
3. DHS - Transportation FY22 Community Transportation Capital Grant - Public Hearing 6:30 p.m.

#### **H. REPORTS**

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

<b>December 7</b>	<b>Organizational Meeting</b>	<b>6:00 p.m.</b>	<b>BOC Room</b>	<b>Meeting</b>
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December 7	Work Session	4:00 p.m.	BOC Room	Meeting
December 21	Regular Meeting	6:30 p.m.	BOC Room	Meeting

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

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

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

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

<b>Sunday - Saturday</b>	<b>1:00 P.M.</b>
<b>Sunday - Tuesday</b>	<b>6:30 P.M.</b>
<b>Thursday &amp; Friday</b>	<b>6:30 P.M.</b>

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

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**November 2, 2020  
4:00 PM**

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**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:**

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