

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

-
- 1. CALL TO ORDER - CHAIRMAN**
 - 2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN**
 - 3. DISCUSSION ITEMS - NO ACTION**
 - 3.1. Infrastructure and Asset Management - Frank Liske Park Barn Rebuild Project Update Pg. 3
 - 3.2. Innovation and Technology - Innovation Report Pg. 45
 - 4. DISCUSSION ITEMS FOR ACTION**
 - 4.1. Active Living and Parks - 2021 Fees and Charges Policy Pg. 47
 - 4.2. Appointments - Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating (TAC) Committee (TCC) and Transportation Advisory Committee Pg. 79
 - 4.3. BOC - Appointments to Boards and Committees Pg. 82
 - 4.4. BOC - Commissioner Appointments for 2021 Pg. 84
 - 4.5. BOC - Designation of Voting Delegate for NCACC Legislative Goals Conference Pg. 87
 - 4.6. BOC - Resolution Establishing the Board of Commissioners' 2021 Meeting Schedule Pg. 90
 - 4.7. County Manager - Lease/Purchase Agreement with The Conservation Fund Pg. 94
 - 4.8. Emergency Management - Adoption of Ordinance Amending Chapter 34, Fire Prevention and Protection of the Cabarrus County Code of Ordinances - Public Hearing 6:30 p.m. Pg. 112
 - 4.9. EMS - Ambulance Fee Increase Pg. 128
 - 4.10. Finance - Accounting Update of Capital Project Funds Pg. 130
 - 4.11. Finance - Cabarrus County Reimbursement Resolution for New EMS Headquarters Pg. 146
 - 4.12. Finance - Transfer of Funds for 15% Fund Balance Policy and Closure of Capital Reserve Fund Pg. 150
 - 4.13. Finance - Update of Courthouse Funding Pg. 165
 - 4.14. Finance - Update of Investment Officers Pg. 171
 - 4.15. Infrastructure and Asset Management - Cabarrus County Courthouse Expansion Construction Manager at Risk Contract Extension (GMP 2) Pg. 180
 - 4.16. Infrastructure and Asset Management - Transfer of Radar Trailer Asset to the Town of Harrisburg Pg. 219

- 4.17. Infrastructure and Asset Management - Transfer of Surplus Vehicle to Allen Volunteer Fire Department Pg. 223
- 4.18. ITS - Contract for Telecommunications Pg. 226
- 4.19. Register of Deeds - Refund of Excise Tax Pg. 248
- 4.20. Sheriff's Office - (BWC) Body-Worn Camera Funding Update Pg. 255
- 4.21. Sheriff's Office - Motorola Radio Contract Change Order Pg. 264

5. APPROVAL OF REGULAR MEETING AGENDA

- 5.1. BOC - Approval of Regular Meeting Agenda Pg. 273

6. CLOSED SESSION

- 6.1. Closed Session - Pending Litigation and Economic Development Pg. 277

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

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AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Frank Liske Park Barn Rebuild Project Update

BRIEF SUMMARY:

Staff will provide an update on the Frank Liske Park Barn Rebuild Project including a proposed schematic design of the new barn as well as a review of public interaction meeting's comments. The following link was provided for additional information and survey access to the public <https://www.surveymonkey.com/r/FLPBarnDesignInput>.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations
Londa Strong, Director of Active Living and Parks

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

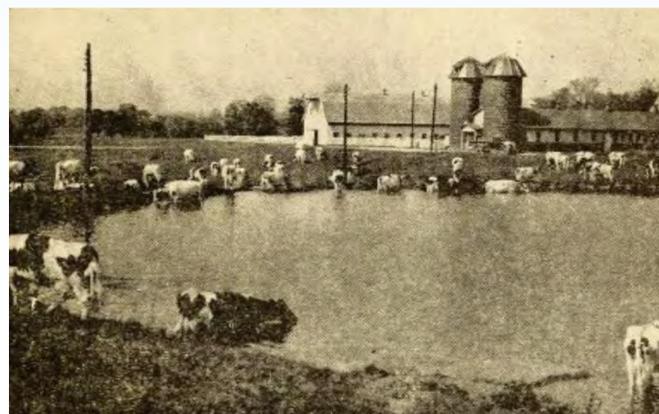
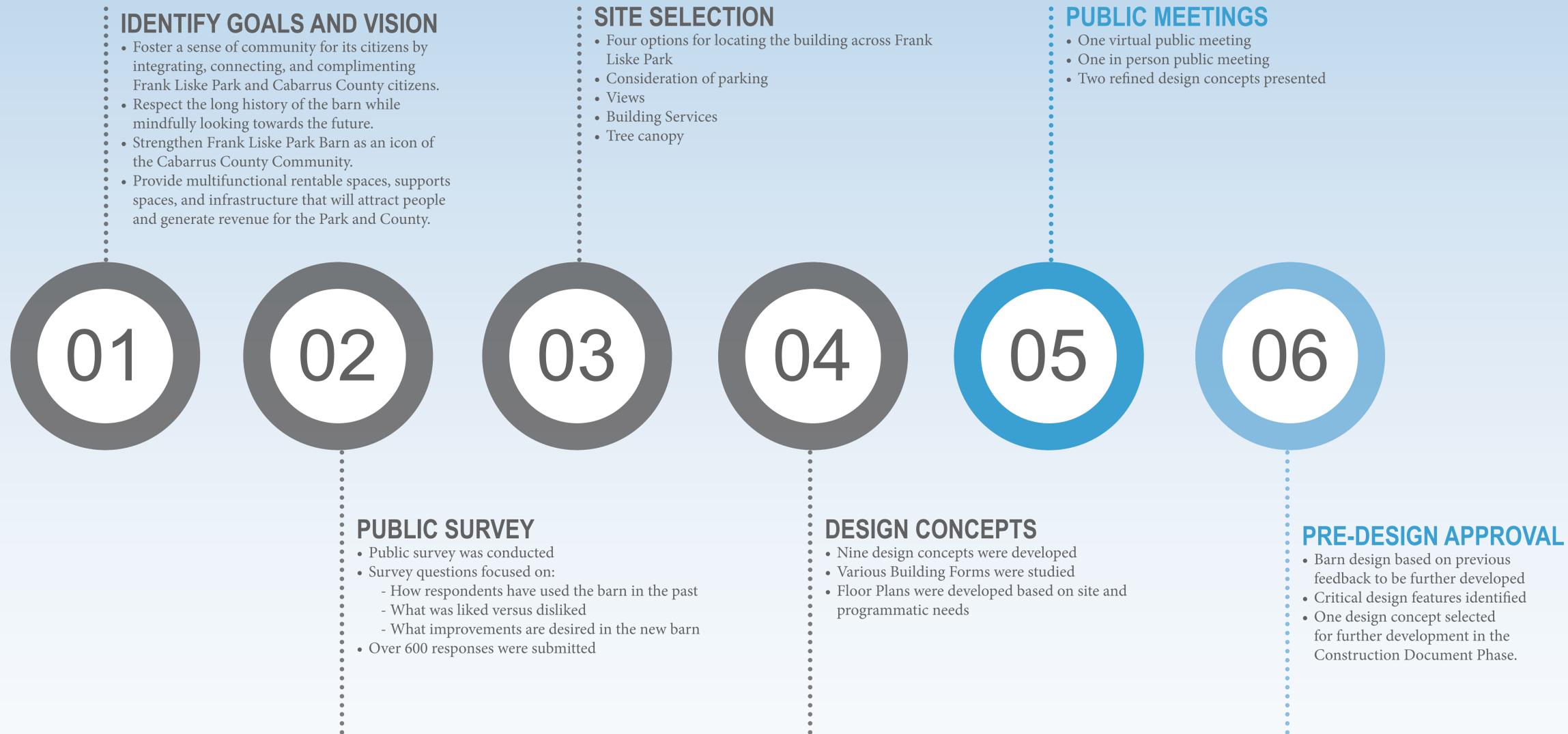
- ▣ Schematic Design Layouts
- ▣ Public Input Survey Results

CABARRUS COUNTY FRANK LISKE PARK BARN PRE-DESIGN PROCESS



PRE-DESIGN OBJECTIVE

- Define the scope of project
- Identify goals and vision based on Public and County feedback
- Review the existing conditions of Frank Liske Park and select the most suitable site
- Select a conceptual building design to be developed further in the Construction Documents phase



CABARRUS COUNTY FRANK LISKE PARK BARN DESIGN OPTION A



DESIGN HIGHLIGHTS

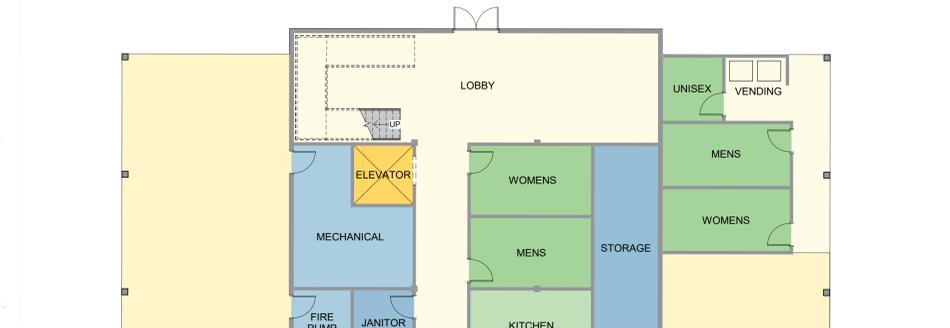
- Outdoor Activity Space
- Exterior Balcony
- History Wall
- Traditional Barn Form
- Modern Facility

THIS FACILITY INCLUDES

- 2 Kitchens
- Fully Conditioned Building
- Enlarged Rental Area
- Elevator
- Double Height Lobby with Balcony
- Increased Natural Light
- Private Toilets on First and Second Floor for Renters
- Exterior Toilets for Public



PERSPECTIVE

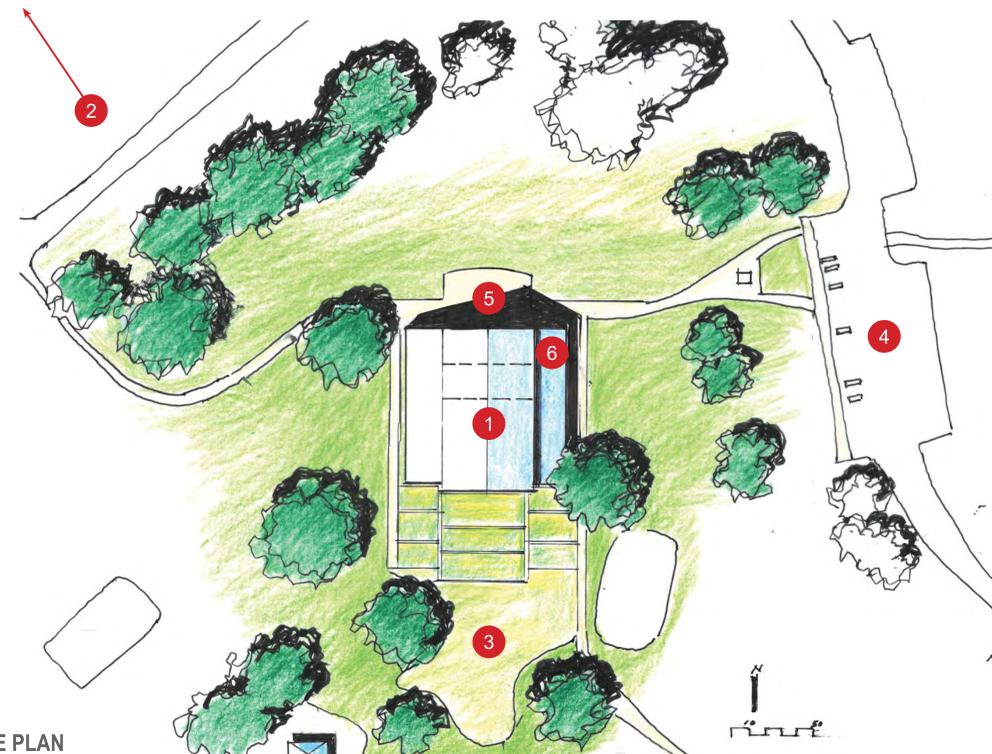


1st FLOOR PLAN

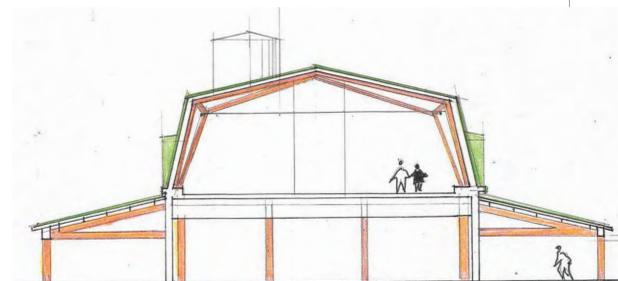


KEY LEGEND

- 1 BARN
- 2 LAKE VIEW
- 3 OUTDOOR ACTIVITY SPACE
- 4 PARKING
- 5 MAIN ENTRANCE
- 6 PUBLIC TOILETS



SITE PLAN



BUILDING SECTION



2nd FLOOR PLAN



CABARRUS COUNTY FRANK LISKE PARK BARN DESIGN OPTION B

DESIGN HIGHLIGHTS

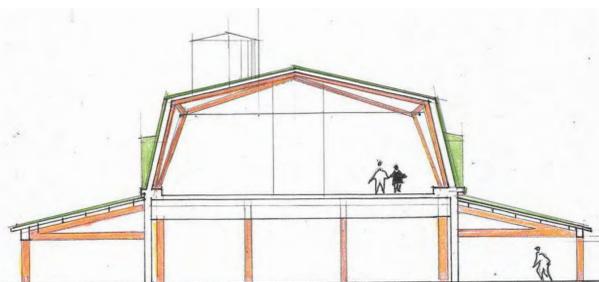
- Outdoor Activity Space
- History Wall
- Traditional Barn Form
- Modern Facility
- Silo Elevator
- Separated Public Toilet Facility

THIS FACILITY INCLUDES

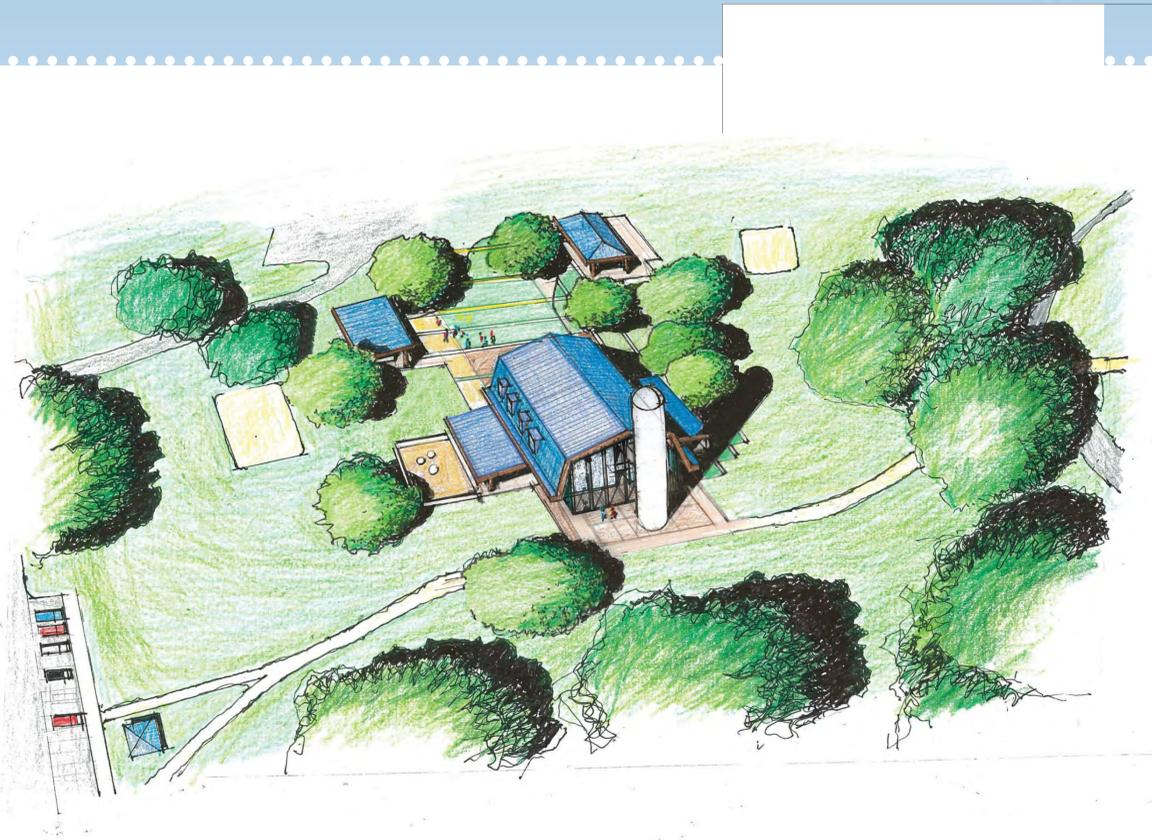
- 2 Kitchens
- Fully Conditioned Building
- Enlarged Rental Area
- Elevator
- Double Height Lobby with Balcony
- Increased Natural Light
- Private Toilets on First and Second Floor For Renters
- Exterior Toilets for Public

KEY LEGEND

- 1 BARN
- 2 LAKE
- 3 OUTDOOR ACTIVITY SPACE
- 4 PARKING
- 5 SILO / MAIN ENTRANCE
- 6 PUBLIC TOILETS



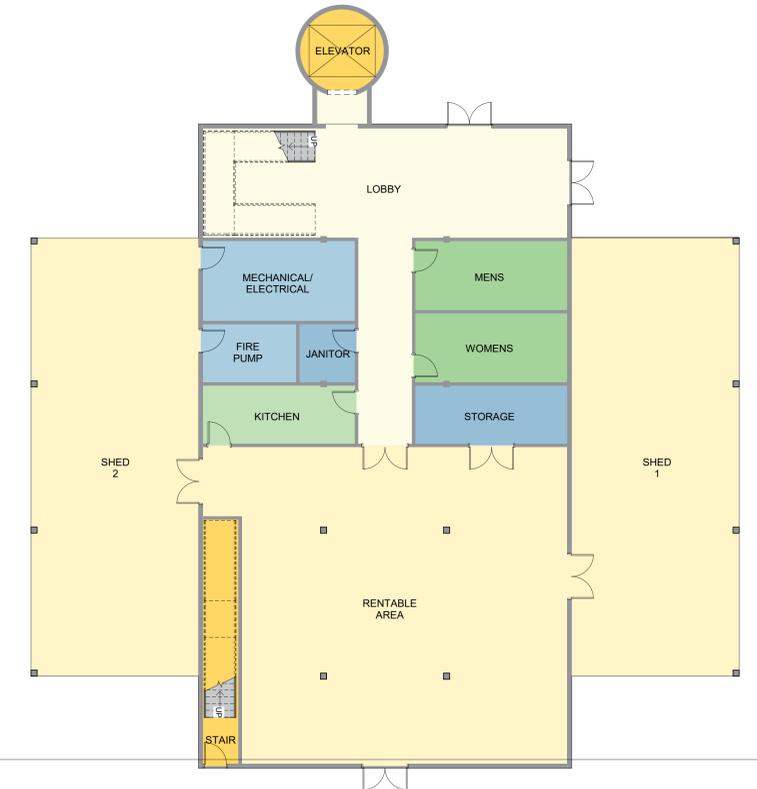
BUILDING SECTION



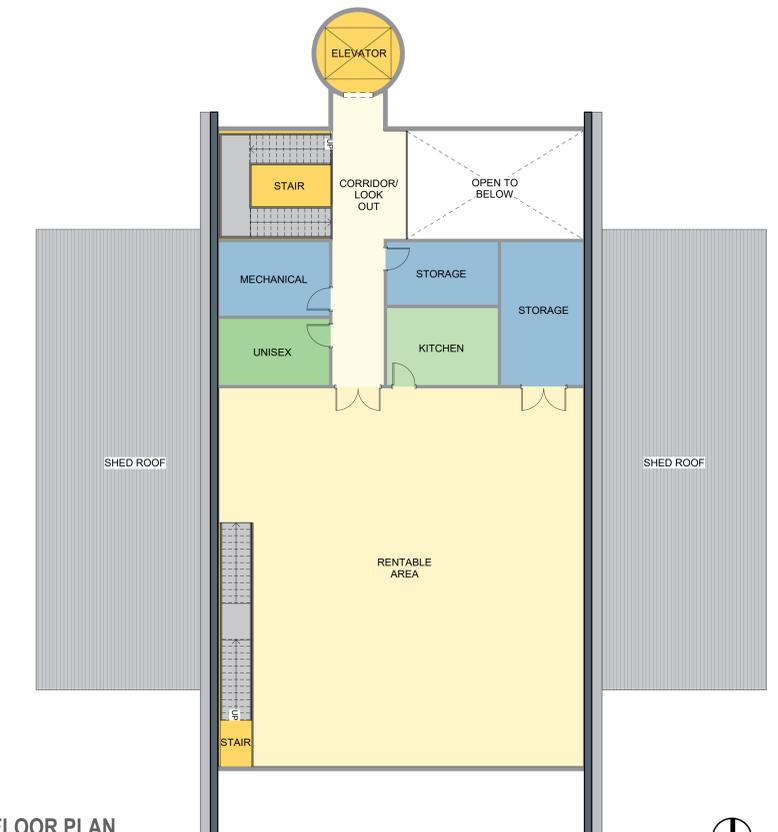
PERSPECTIVE



SITE PLAN



1st FLOOR PLAN

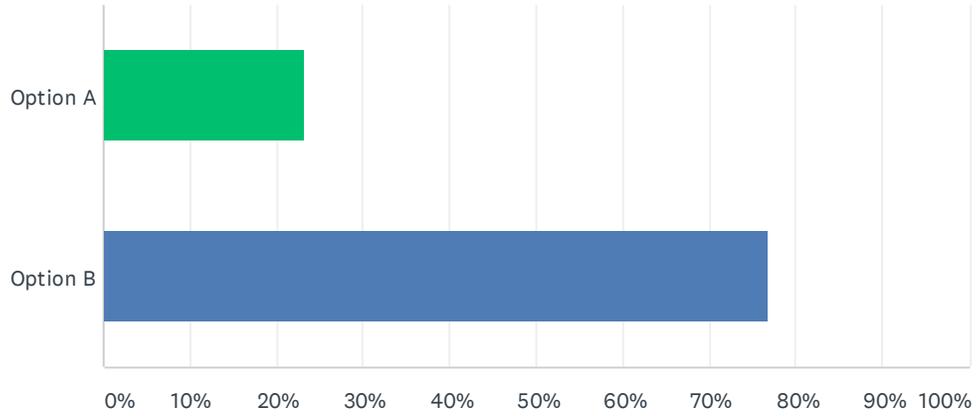


2nd FLOOR PLAN



Q1 Select a design preference:

Answered: 159 Skipped: 5



ANSWER CHOICES	RESPONSES
Option A	23.27% 37
Option B	76.73% 122
TOTAL	159

Q2 Why did you select Option A?

Answered: 27 Skipped: 137

#	RESPONSES	DATE
1	Elevator	12/1/2020 5:38 AM
2	looks like the old one	12/1/2020 4:47 AM
3	accidently hit the key	11/28/2020 7:36 PM
4	Indoor restrooms	11/24/2020 2:15 PM
5	No need for a silo, and also because of lake view	11/23/2020 4:57 PM
6	I think the silo is unnecessary, and would block the view and the general aesthetic of he barn.	11/22/2020 12:13 PM
7	This silo blocks the view from the main common area.	11/21/2020 8:30 AM
8	Liked it	11/20/2020 9:15 PM
9	Did not like the silo in front of the building	11/19/2020 7:30 PM
10	I like it	11/19/2020 5:06 PM
11	Indoor bathrooms	11/18/2020 10:24 PM
12	A nicer view.	11/18/2020 8:38 PM
13	Didn't like separated bathrooms	11/18/2020 7:34 PM
14	like toilet attached for weather conditions	11/18/2020 5:46 PM
15	placement of elevator	11/18/2020 5:24 PM
16	It has a very similar feel to the original barn.	11/18/2020 4:17 PM
17	The overall look of it	11/18/2020 4:01 PM
18	Flexibility	11/18/2020 2:38 PM
19	It was more aesthetically pleasing and accessible.	11/18/2020 11:43 AM
20	would rather put money into building rather than silo thats just for looks	11/18/2020 9:43 AM
21	Don't like the silo elevator in front	11/18/2020 9:40 AM
22	I prefer the rest rooms inside the barn.	11/18/2020 9:13 AM
23	looks better	11/18/2020 8:57 AM
24	Windows and natural night	11/17/2020 5:57 PM
25	I like that it is all together. Without the silo as an obstruction of view from the inside.	11/17/2020 5:17 PM
26	Public restrooms are away from the rentable spaces. If I was renting the space I would prefer the public restrooms to be away from the rented space.	11/17/2020 4:56 PM
27	i like it	11/17/2020 4:42 PM

Q3 Why did you select Option B?

Answered: 99 Skipped: 65

Frank Liske Park Barn Public Input Survey

#	RESPONSES	DATE
1	Silo and detached bathrooms	12/1/2020 5:55 AM
2	I like the silo and dedicated playground bathroom, also glass	12/1/2020 5:46 AM
3	Option B - because it has the silo and detached restrooms	12/1/2020 5:44 AM
4	Silo/elevator	12/1/2020 5:42 AM
5	Similar footprint to old barn.	12/1/2020 5:36 AM
6	Silo & public toilets	12/1/2020 5:33 AM
7	The bathrooms of the silo	12/1/2020 5:32 AM
8	Silo	12/1/2020 5:26 AM
9	Layout	11/29/2020 12:12 PM
10	Love the silo option	11/29/2020 11:58 AM
11	I would love to have the silo in the design again.	11/28/2020 11:32 PM
12	The silo is an essential design characteristic	11/26/2020 5:44 PM
13	Silo should be elevator with balcony on 2nd floor. Able to look out at beautiful area. Plus the bathroom should be away from events going on in the barn.	11/26/2020 8:11 AM
14	It includes the iconic silo and also separates the public restrooms from the event area. It best respects the history and character of the original barn, which helps make this property special.	11/24/2020 9:30 PM
15	The Silo has to be there! Its iconic	11/24/2020 9:23 PM
16	ADA access with elevator in the silo. It was a thought I had if ever they were rebuilding.	11/24/2020 10:07 AM
17	I like the public toilets being a separate building. And the iconic silo as an elevator is quite an interesting idea. Would be nice if it was glass or had windows to the outside as you ride up.	11/24/2020 9:08 AM
18	Silo and separate bath facility	11/24/2020 7:03 AM
19	Separate bathroom for park guests. And use of silo for elevator	11/23/2020 6:01 PM
20	I think the silo is important and the outside public restrooms.	11/23/2020 2:28 PM
21	The silo is important part of the barn and I like the idea of the public bathrooms being separate. I like the idea that the renters have privacy	11/22/2020 4:03 PM
22	Exterior toilets which do not disrupt events in the barn	11/21/2020 8:05 PM
23	Elevator in silo	11/21/2020 5:51 PM
24	looks like more room!	11/21/2020 9:58 AM
25	I like the silo idea	11/21/2020 8:55 AM
26	I like the look with the siloh	11/20/2020 10:52 PM
27	The silo elevator	11/20/2020 6:40 PM
28	Silo feature	11/20/2020 12:15 PM
29	The silo is part of the appeal	11/20/2020 11:26 AM
30	larger	11/20/2020 10:36 AM
31	space	11/20/2020 8:03 AM
32	LOVE the silo/elevator idea!	11/20/2020 5:19 AM
33	The silo makes the barn iconic along with the look of the exterior as well as the green roof.	11/19/2020 11:27 PM
34	Silo	11/19/2020 9:37 PM
35	I like the idea of the separate restrooms as well as the silo.	11/19/2020 8:59 PM

Frank Liske Park Barn Public Input Survey

36	I like the look of it	11/19/2020 7:58 PM
37	I like the silo.	11/19/2020 7:55 PM
38	The silo and external public toilet	11/19/2020 7:29 PM
39	silo is important - i like that it houses the elevator - i would prefer the public toilets attached but the silo was more important	11/19/2020 7:25 PM
40	use of the silo	11/19/2020 3:54 PM
41	more useable space	11/19/2020 1:46 PM
42	Silo	11/19/2020 12:13 PM
43	Having the silo and having it function as an elevator is a double win.	11/19/2020 10:10 AM
44	Like the silo added	11/19/2020 9:21 AM
45	I love the re-incorporation of the silo as an elevator. I also think the detached restrooms allow for more privacy but equal access to both renters and those in the park who may need to use restroom but would be hesitant to go in the barn if they saw rebters	11/19/2020 9:12 AM
46	Overall design	11/19/2020 6:22 AM
47	I like the idea of an elevator in the silo, and the public restrooms detached from the main barn.	11/19/2020 12:10 AM
48	I like incorporating the silo into the project, it is so iconic to the park, however, I do like the restrooms being part of the building in option A	11/18/2020 11:10 PM
49	Prefer the barn tower	11/18/2020 9:55 PM
50	I like the elevator in the silo and also the detached bathrooms.	11/18/2020 9:53 PM
51	The extra restrooms invite random people into the space you have rented for your party, church social, wedding reception. Put the extra restroom in a separate building.	11/18/2020 8:31 PM
52	Because I would like to see the silo kept in the design.	11/18/2020 7:50 PM
53	Like the solo. Looks to be more inviting.	11/18/2020 7:33 PM
54	Silo	11/18/2020 7:19 PM
55	I prefer public restroom away from rented space.	11/18/2020 6:02 PM
56	Option B has the silo that represents the previous that is modernized.	11/18/2020 5:22 PM
57	Silo and separate bathrooms	11/18/2020 5:21 PM
58	I like the design better. It really stood out to me	11/18/2020 4:41 PM
59	Better representation of the past, present, future of the facility. It's good to honor the history and cultural significance.	11/18/2020 4:22 PM
60	I love the extra sunlight	11/18/2020 4:05 PM
61	Looks like original	11/18/2020 3:57 PM
62	I like the layout and the silo. It's like the one that was there.	11/18/2020 3:56 PM
63	silo	11/18/2020 3:50 PM
64	Silo is absolutely necessary and will look like a metal building instead of a barn without it. It was a barn and when rebuilt needs to look like a barn. Outdoor restrooms need to be separate from the facility. This way the restrooms are for the groups that rent the facility and will help keep numbers low in times like this. Also will provide restrooms for large events in that open space.	11/18/2020 3:45 PM
65	Location of elevator adds character and the layout	11/18/2020 2:11 PM
66	I liked the elevator- silo arrangement. Very unique and both modern and celebrating the history of the barn.	11/18/2020 12:29 PM
67	I like the idea of keeping the silo. Creative use for the elevator. I don't know of other places	11/18/2020 12:14 PM

Frank Liske Park Barn Public Input Survey

that have an elevator silo, so that adds a fun uniqueness while maintaining history. The public bathrooms connected or not did not impact me selecting B.

68	Reminds me of the old Barn	11/18/2020 12:14 PM
69	More in line with the use of the facility.	11/18/2020 12:05 PM
70	Looks more like the original foot print of barn with silo	11/18/2020 12:02 PM
71	Silo and external restrooms	11/18/2020 11:00 AM
72	I prefer the separate restrooms from the barn and the silo elevator	11/18/2020 10:43 AM
73	The building must have a silo. I know it's being used as an elevator but I don't like the placement in front of the big windows. Also it would be great if it wasn't an elevator but something else. My children and the children that grew up here have great memories of playing and exploring the silo. Using as an elevator does not allow children to discover this space.	11/18/2020 10:42 AM
74	The silo is iconic to this building and to have incorporated the elevator into it was brilliant. Also in the past when we have rented the barn people coming in to use the bathroom was very invasive to that private time.	11/18/2020 10:21 AM
75	I think it makes more sense to have the public toilets completely separate/detached from the main building and I think it'd be cool to have the silo.	11/18/2020 10:16 AM
76	2nd floor floor plan makes it for easier groups	11/18/2020 9:51 AM
77	I really like having the silo as a part of the design. Giving it functionality and having it serve as the elevator inside is not only unique, but would allow for a more open and efficient interior to the building	11/18/2020 9:35 AM
78	Lay out easy to see	11/18/2020 9:34 AM
79	Silo elevator provides unique feature, but both options are great replacements	11/18/2020 9:32 AM
80	It resembles the original barn the most with the silo, which adds a blend of modern and old. We were married in this barn on March 8, 2019	11/18/2020 9:18 AM
81	Silo was iconic to my childhood	11/18/2020 9:16 AM
82	I like the design better	11/18/2020 9:13 AM
83	I love the idea of still having the silo. That's an integral part and landmark of Frank Liske	11/18/2020 9:10 AM
84	Like the silo	11/18/2020 9:09 AM
85	I like the traditional look with the silo	11/18/2020 9:06 AM
86	Less modern, more what I would expect to see in a renovated barn	11/18/2020 9:02 AM
87	Elevator Outside - But I like the balcony in the other design. I would like to see the balcony added but the entire width of the barn or a wrap around the barn.	11/18/2020 8:47 AM
88	The silo is an iconic part of the barn.	11/18/2020 8:44 AM
89	More trees/ natural setting	11/18/2020 8:28 AM
90	Separate toilet facilities	11/18/2020 6:38 AM
91	Silo	11/18/2020 6:11 AM
92	The silo!	11/17/2020 8:43 PM
93	Restrooms not attached to building. Silo as elevator.	11/17/2020 7:56 PM
94	I like the silo being used as the elevator	11/17/2020 6:35 PM
95	I like the silo being used as the elevator	11/17/2020 5:53 PM
96	I like the silo. It was a part of the old barn and many memories from my childhood.	11/17/2020 5:47 PM
97	Silo and extra separate bathrooms	11/17/2020 5:40 PM
98	I like having the silo and the separated public toilets	11/17/2020 5:25 PM

Q4 Is there anything that makes one design stand out to you over the other?

Answered: 109 Skipped: 55

Frank Liske Park Barn Public Input Survey

#	RESPONSES	DATE
1	Detached restrooms	12/1/2020 5:45 AM
2	Silo	12/1/2020 5:41 AM
3	Silo	12/1/2020 5:36 AM
4	Bath rooms & silo	12/1/2020 5:31 AM
5	keeping it simple	12/1/2020 4:50 AM
6	Silo	11/29/2020 12:00 PM
7	The silo	11/28/2020 11:36 PM
8	Silo and exterior restrooms	11/26/2020 5:47 PM
9	Having the silo gives it character as a barn fitting the property right.	11/26/2020 8:33 AM
10	The design was very hard to see in this survey. Would have been nice to have a larger image showing the details of the layout more. Overall, B is superior because it incorporates the silo and separates the public restrooms from a possible private event that rents the barn.	11/24/2020 9:42 PM
11	Silo	11/24/2020 9:25 PM
12	love the idea of keeping the silo and having an elevator in it	11/24/2020 2:26 PM
13	Yes it keeps alignment with the former structure plus allows elevator access without disruption to other parties in the building	11/24/2020 10:24 AM
14	The public restrooms being a separate building.	11/24/2020 9:11 AM
15	Silo elevator and separate bath facility	11/24/2020 7:05 AM
16	Use of silo	11/23/2020 6:08 PM
17	No	11/23/2020 4:58 PM
18	The silo and the separate outdoor public restrooms	11/23/2020 2:35 PM
19	The silo	11/22/2020 4:05 PM
20	Design A with the attached bathroom will keep all the facilities in one area, which would be nice and less obtrusive.	11/22/2020 12:17 PM
21	Exterior toilets for playground/volleyball court use	11/21/2020 8:07 PM
22	Can access bathrooms from outside on b	11/21/2020 5:52 PM
23	The silo	11/21/2020 8:58 AM
24	I like the symmetry in option b, but the silo is not necessary.	11/21/2020 8:34 AM
25	no	11/20/2020 10:58 PM
26	No	11/20/2020 9:17 PM
27	The silo elevator	11/20/2020 6:47 PM
28	The silo	11/20/2020 11:27 AM
29	more space	11/20/2020 8:05 AM
30	Retaining the silo better reflects the original character of the site	11/20/2020 5:22 AM
31	The silo in particular. But I also like that the public restrooms are detached from the main building.	11/19/2020 11:30 PM
32	No	11/19/2020 9:40 PM
33	The silo	11/19/2020 9:04 PM
34	The silo	11/19/2020 8:01 PM

Frank Liske Park Barn Public Input Survey

35	Silo.	11/19/2020 7:58 PM
36	Both are very good designs except for the silo	11/19/2020 7:35 PM
37	Keeping the silo	11/19/2020 7:33 PM
38	silo	11/19/2020 7:27 PM
39	no	11/19/2020 1:49 PM
40	the silo	11/19/2020 10:14 AM
41	Layout of B upper floor looks more open	11/19/2020 9:23 AM
42	Both designs are excellent but I just think the silo is so iconic and recognizable so having that at the forefront just stands out!	11/19/2020 9:20 AM
43	No	11/19/2020 6:24 AM
44	Yes, including the silo.	11/19/2020 12:20 AM
45	The silo	11/18/2020 11:21 PM
46	No	11/18/2020 10:25 PM
47	no	11/18/2020 9:58 PM
48	The silo	11/18/2020 9:55 PM
49	The use of the silo. The silo on the original barn was supposed to be a kind of observation space, I guess, but it was never open. It was always locked. If the silo has no use other than sentimental value we don't need it. It was a working farm once, now it is the largest park in the city.	11/18/2020 9:00 PM
50	No	11/18/2020 8:41 PM
51	Both designs are beautiful and well thought out. I like that you kept the barn look. I feel that keeping the silo is an important feature as well.	11/18/2020 7:58 PM
52	No	11/18/2020 7:37 PM
53	No. Just the bathroom set up	11/18/2020 7:36 PM
54	no	11/18/2020 6:10 PM
55	Like the option of having the rental space separate	11/18/2020 5:57 PM
56	Silo	11/18/2020 5:34 PM
57	Not really they are both nice	11/18/2020 5:31 PM
58	Silo and the barn upgraded along with being able to utilize the upstairs more.	11/18/2020 5:30 PM
59	Just the layout	11/18/2020 4:44 PM
60	Design two's outdoor space and public restrooms.	11/18/2020 4:35 PM
61	The Silo	11/18/2020 4:30 PM
62	Lower level	11/18/2020 4:12 PM
63	no	11/18/2020 4:02 PM
64	I like the roof line in Option B better	11/18/2020 4:01 PM
65	Silo	11/18/2020 3:59 PM
66	seperate bathrooms	11/18/2020 3:54 PM
67	Silo, restrooms and that it looked like a barn... not a metal building	11/18/2020 3:49 PM
68	N/A	11/18/2020 2:41 PM
69	N/a	11/18/2020 2:14 PM

Frank Liske Park Barn Public Input Survey

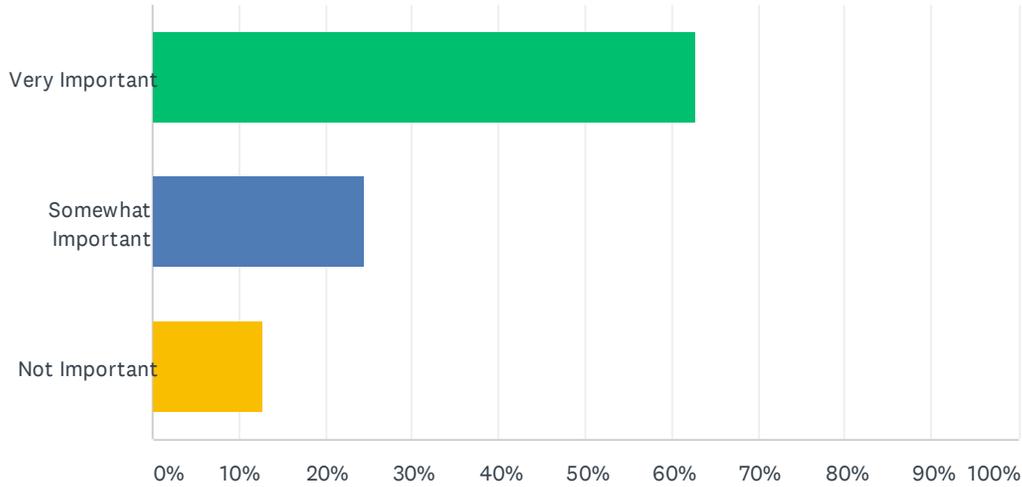
70	using the silo as the elevator adds extra space to the facility	11/18/2020 12:33 PM
71	Functional, unique and historical use of silo	11/18/2020 12:30 PM
72	The Silo and resroom outside	11/18/2020 12:16 PM
73	No	11/18/2020 12:12 PM
74	I like public toilets separate	11/18/2020 12:04 PM
75	The other design is a bit excessive and unnecessary.	11/18/2020 11:46 AM
76	Mainly incorporating the silo	11/18/2020 11:03 AM
77	The silo. Also I really like the detached bathroom!	11/18/2020 10:53 AM
78	The silo for sure.	11/18/2020 10:39 AM
79	Location of public restrooms and silo	11/18/2020 10:21 AM
80	no	11/18/2020 9:55 AM
81	i dont see the need to rebuild silo	11/18/2020 9:47 AM
82	The silo takes away from the beauty of the barn.	11/18/2020 9:46 AM
83	No not too much different	11/18/2020 9:37 AM
84	Just the silo elevator	11/18/2020 9:34 AM
85	Option B similar to the original barn	11/18/2020 9:21 AM
86	Yes, the location of the bathrooms.	11/18/2020 9:21 AM
87	Silo	11/18/2020 9:18 AM
88	Space	11/18/2020 9:14 AM
89	The silo	11/18/2020 9:13 AM
90	silo and exterior restrooms away from main building.	11/18/2020 9:12 AM
91	the silo	11/18/2020 9:09 AM
92	Silo elevator	11/18/2020 9:03 AM
93	the elevator location	11/18/2020 8:49 AM
94	The silo	11/18/2020 8:47 AM
95	encorporating the natural environment	11/18/2020 8:30 AM
96	Silo and separate toilet	11/18/2020 6:40 AM
97	Silo	11/18/2020 6:13 AM
98	The Silo!	11/17/2020 8:47 PM
99	Restrooms detached from building and Silo on option b.	11/17/2020 7:58 PM
100	Including the silo allows honors the history while moving forward with modernization	11/17/2020 6:38 PM
101	I would miss the silo if it were not replaced but I wish it wasn't an elevator that can be gone inside like the old one was open to climb at one point	11/17/2020 6:00 PM
102	Elevator outside makes more sense so to not take up floor space	11/17/2020 5:57 PM
103	Silo!!!!!!!	11/17/2020 5:41 PM
104	Silo & separated public toilets	11/17/2020 5:29 PM
105	View	11/17/2020 5:22 PM
106	I prefer option A because the public restrooms are away from the main building.	11/17/2020 4:59 PM
107	Silo	11/17/2020 4:52 PM

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108	its pretty	11/17/2020 4:44 PM
109	Option A looks very inviting due to the large windows sided as the end. I do like the separate bathroom facility so that people who rent the spaces can enjoy without interruption	11/17/2020 4:43 PM

Q5 How important is it to you that a new silo is part of the project?

Answered: 118 Skipped: 46



ANSWER CHOICES	RESPONSES	
Very Important	62.71%	74
Somewhat Important	24.58%	29
Not Important	12.71%	15
TOTAL		118

Q6 What aspects of the silo are important to you?

Answered: 114 Skipped: 50

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#	RESPONSES	DATE
1	Scale and metal siding	12/1/2020 6:26 AM
2	Similar appearance to one being replaced	12/1/2020 5:48 AM
3	I fell that the silo is part of the history and needs to be incorporated with the design.	12/1/2020 5:45 AM
4	Looks of old elevator	12/1/2020 5:43 AM
5	Looks and use	12/1/2020 5:41 AM
6	I grew up at this park, at the time we were able to go up in the silo. Always looked forward to that.	12/1/2020 5:36 AM
7	Being able to go inside it.	12/1/2020 5:29 AM
8	Not too small	12/1/2020 5:25 AM
9	look of it	12/1/2020 4:50 AM
10	The view	11/29/2020 12:00 PM
11	Design appearance and use as an elevator	11/26/2020 5:47 PM
12	As I said before. Character.	11/26/2020 8:33 AM
13	The look it provides and the history it teaches. Would be nice if there is a little panel that explains the history of the original barn and how it and the silo was used.	11/24/2020 9:42 PM
14	Its not the Frnk Liske Barn without the silo.	11/24/2020 9:25 PM
15	the history. the building needs the silo to maintain the historic factor	11/24/2020 2:26 PM
16	The silo was/is a landmark to the park. The silo and barn were the things that caught your eye as you rounded the corner not to mention the history of it all.	11/24/2020 10:24 AM
17	The historic value makes it more interesting visually, but I like the idea of making it the elevator.	11/24/2020 9:11 AM
18	Na	11/24/2020 7:05 AM
19	If it's more expensive to put the elevator in there the maybe it could be an observation area or reception area	11/23/2020 6:08 PM
20	None	11/23/2020 4:58 PM
21	Historical aspect and it's a barn, it needs a silo	11/23/2020 2:35 PM
22	I like that it is functional and iconic	11/22/2020 4:05 PM
23	Not having it.	11/22/2020 12:17 PM
24	Historic/iconic value	11/21/2020 8:07 PM
25	More authentic to a barn	11/21/2020 8:58 AM
26	None	11/21/2020 8:34 AM
27	history: classic look	11/20/2020 10:58 PM
28	None	11/20/2020 9:17 PM
29	The silo is a learning opportunity and makes the design more of an attraction	11/20/2020 6:47 PM
30	historical	11/20/2020 8:05 AM
31	Faithfulness to the original exterior look	11/20/2020 5:22 AM
32	Design and functionality.	11/19/2020 11:30 PM
33	History	11/19/2020 9:40 PM
34	I can not even give a reason except I liked it and looked for it	11/19/2020 9:04 PM

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35	That it is there	11/19/2020 8:01 PM
36	Makes the barn look more authentic	11/19/2020 7:58 PM
37	None	11/19/2020 7:35 PM
38	It keeps the history of the sight intact	11/19/2020 7:33 PM
39	as close to original as possible	11/19/2020 7:27 PM
40	the historical look	11/19/2020 3:55 PM
41	heritage	11/19/2020 1:49 PM
42	I'm the daughter of a dairy farmer, so I understand silos. Turning it into something functional is very modern and smart.	11/19/2020 10:14 AM
43	Nice but not necessary, it's still has barn like feel	11/19/2020 9:23 AM
44	The exterior, height, it's connection to restoring but staying true to the original dairy barn. I think it could also serve as a space for a design (not so large as to detract from silo simplicity but could have a barn/Cabarrus County emblem on it near the top	11/19/2020 9:20 AM
45	Design	11/19/2020 6:24 AM
46	That it will be used as an elevator. But, I would want to be able to see out while in it. If it is totally enclosed, I would never get in it.	11/19/2020 12:20 AM
47	Just from a history of the park standpoint, it is such a focal point, you can see the silo from almost anywhere in the park. It would be ashame if it is not incorporated into the design in some way	11/18/2020 11:21 PM
48	Continues with the barn look	11/18/2020 10:25 PM
49	polished and you can take pics	11/18/2020 9:58 PM
50	Metallic, rustic appearance	11/18/2020 9:55 PM
51	It reminds park goers of the original use of the property, but the silo served no purpose for users of the park it has now become. If the silo can be used to house the elevators to the upper level of the barn now it serves a purpose. If not we don't need it.	11/18/2020 9:00 PM
52	Appearance	11/18/2020 8:41 PM
53	Asthetics	11/18/2020 7:58 PM
54	Loved going up inside as a kid. Missed that when they had to lock it.	11/18/2020 7:37 PM
55	The history of it	11/18/2020 7:36 PM
56	Aesthetics. Sentimental	11/18/2020 7:20 PM
57	not important to me	11/18/2020 6:10 PM
58	Event privacy, love the balcony	11/18/2020 5:57 PM
59	Part of the old barn, and now could be again as a functioning elevator	11/18/2020 5:34 PM
60	Gave a visual of being a real Barn	11/18/2020 5:31 PM
61	I feel like from the feedback I have gotten from the public and myself is to represent what the previous barn looked like with a modern spin. The silo is very important to the general public.	11/18/2020 5:30 PM
62	That it's used for children to climb up in	11/18/2020 4:44 PM
63	That it's functional and aesthetically pleasing.	11/18/2020 4:35 PM
64	accessibility	11/18/2020 4:30 PM
65	It ok	11/18/2020 4:12 PM
66	the history behind it	11/18/2020 4:02 PM
67	I loved the original barn so I would prefer it to look the same.	11/18/2020 4:01 PM

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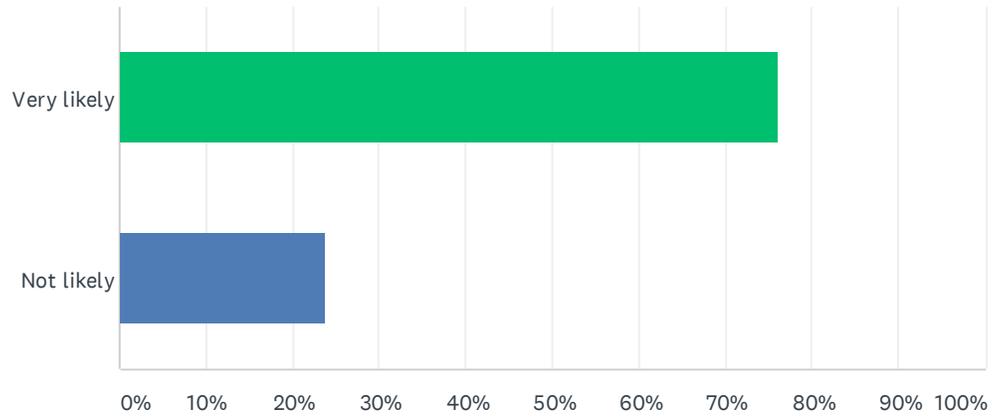
68	History	11/18/2020 3:59 PM
69	just the outside look	11/18/2020 3:54 PM
70	function - not a shell or filler space, view would be a great addition	11/18/2020 3:49 PM
71	Design and history	11/18/2020 2:41 PM
72	Be a memorable part of the old barn that meant so much to many of us	11/18/2020 2:14 PM
73	Becoming a functional part of the aesthetic	11/18/2020 12:33 PM
74	functional and historical	11/18/2020 12:30 PM
75	tradition and use as an elevator shaft	11/18/2020 12:16 PM
76	Takes you back to old farm look	11/18/2020 12:12 PM
77	functionality as elevator is great. Exterior look must be authentic as possible	11/18/2020 12:04 PM
78	There is not a function for the Silo. It is completely unnecessary.	11/18/2020 11:46 AM
79	The farm/ barn feel	11/18/2020 11:03 AM
80	The building must have a silo. I know it's being used as an elevator but I don't like the placement in front of the big windows. Also it would be great if it wasn't an elevator but something else. My children and the children that grew up here have great memories of playing and exploring the silo. Using as an elevator does not allow children to discover this space.	11/18/2020 10:53 AM
81	I feel it should still look like a silo and not an elevator shaft.	11/18/2020 10:39 AM
82	I think people will appreciate the incorporation of it because of the old silo	11/18/2020 10:21 AM
83	safety for the kids	11/18/2020 9:55 AM
84	how much it will cost for the nothing we will get from it	11/18/2020 9:47 AM
85	Elevator is great but not in that location	11/18/2020 9:46 AM
86	Not sure	11/18/2020 9:37 AM
87	The use as an elevator - our son would love it so many kids will probably love it	11/18/2020 9:34 AM
88	Similar to the original	11/18/2020 9:21 AM
89	functionality	11/18/2020 9:21 AM
90	It was just always there throughout my life. Always excited my kids telling them stories as to being able to go in it as a child, they wish they could have	11/18/2020 9:18 AM
91	Look	11/18/2020 9:14 AM
92	To me, it defines Frank Liske. You pull in and say to a friend, oh, we'll meet you at the silo. It also historically represents farm life.	11/18/2020 9:13 AM
93	old farm look	11/18/2020 9:12 AM
94	traditional look and exterior weathered look	11/18/2020 9:09 AM
95	It's just what you're used to seeing when you go there, familiarity	11/18/2020 9:03 AM
96	none	11/18/2020 8:49 AM
97	It draws your attention to the barn when entering the park.	11/18/2020 8:47 AM
98	true to the historic nature of the property	11/18/2020 8:30 AM
99	useful space	11/18/2020 6:40 AM
100	Elevator	11/18/2020 6:13 AM
101	The silo has been there for as long as I can remember and it wouldn't be the same without it	11/17/2020 9:37 PM
102	Childhood memories, aesthetic	11/17/2020 8:47 PM

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103	Look and feel of the barn.	11/17/2020 7:58 PM
104	Maintains history while progressing	11/17/2020 6:38 PM
105	The ability to go inside it like you used to do - it was so much fun (and hot in the summer!)	11/17/2020 6:00 PM
106	That it looks similar to the existing one	11/17/2020 5:57 PM
107	I would like to be able to climb up it like I did as a child.	11/17/2020 5:49 PM
108	Landmark	11/17/2020 5:41 PM
109	It's been there from the beginning	11/17/2020 5:29 PM
110	While it was a part of the original design, rarely could you go inside it anyway. Unfunctional.	11/17/2020 5:22 PM
111	None really.	11/17/2020 4:59 PM
112	Tradition	11/17/2020 4:52 PM
113	none	11/17/2020 4:44 PM
114	I'd like to see some of the silo placed in the history section of the new barn. The look of the silo is important	11/17/2020 4:43 PM

Q7 How likely are you to rent the indoor or outdoor event space?

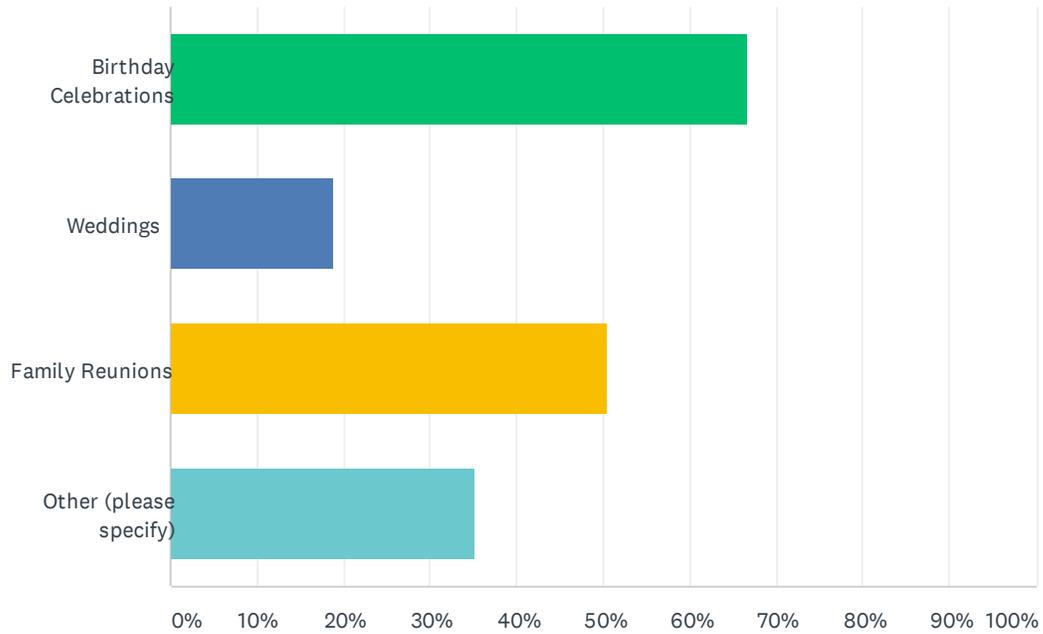
Answered: 117 Skipped: 47



ANSWER CHOICES	RESPONSES	
Very likely	76.07%	89
Not likely	23.93%	28
TOTAL		117

Q8 What types of events would you rent this for?

Answered: 117 Skipped: 47



ANSWER CHOICES	RESPONSES	
Birthday Celebrations	66.67%	78
Weddings	18.80%	22
Family Reunions	50.43%	59
Other (please specify)	35.04%	41
Total Respondents: 117		

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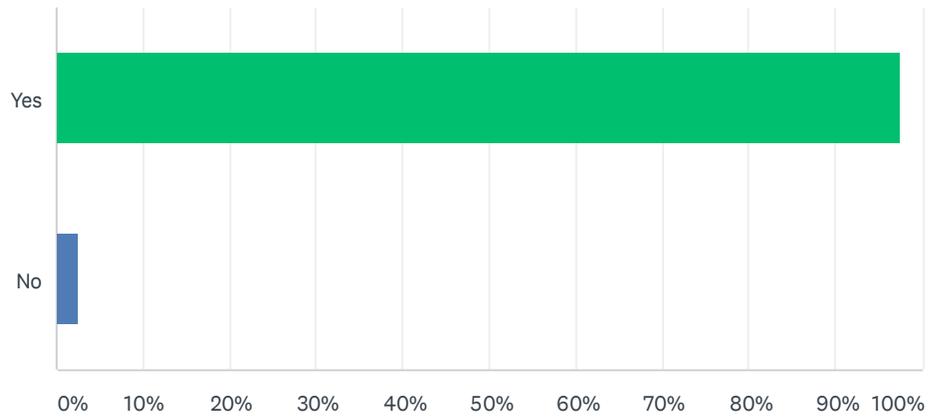
#	OTHER (PLEASE SPECIFY)	DATE
1	Meetings and special events	12/1/2020 6:26 AM
2	Church events	12/1/2020 5:48 AM
3	Graduation	12/1/2020 5:45 AM
4	Picnic/party	12/1/2020 5:43 AM
5	My family would rent both for family events	12/1/2020 5:36 AM
6	Cookout VIP Lions	12/1/2020 5:31 AM
7	Annual church picnics, homecomings/reunions.	11/24/2020 9:42 PM
8	Soccer team celebrations, school functions, church functions	11/24/2020 2:26 PM
9	Car club	11/24/2020 7:05 AM
10	Community party	11/23/2020 6:08 PM
11	None	11/21/2020 8:07 PM
12	N/A	11/21/2020 8:58 AM
13	Bar Mitsvas	11/20/2020 9:17 PM
14	Some many things	11/20/2020 6:47 PM
15	Disc golf event	11/20/2020 5:22 AM
16	Church events	11/19/2020 7:58 PM
17	Social events for a non-profit mental health organization	11/19/2020 7:35 PM
18	team party	11/19/2020 1:49 PM
19	hard to imagine renting anything right now during pandemic, but I might consider it in the future	11/19/2020 10:14 AM
20	Homecoming celebration	11/19/2020 12:20 AM
21	Disc Golf Tournaments	11/18/2020 11:21 PM
22	Church picnics and socials	11/18/2020 9:00 PM
23	Meetings	11/18/2020 5:57 PM
24	Holiday party	11/18/2020 5:34 PM
25	Group of guys 65 and older Men's Breakfast Club Picnic	11/18/2020 5:31 PM
26	Special occasions and holidays.	11/18/2020 4:35 PM
27	potential business events	11/18/2020 4:01 PM
28	Community groups	11/18/2020 3:49 PM
29	church group gatherings	11/18/2020 12:30 PM
30	meetings	11/18/2020 12:16 PM
31	none	11/18/2020 11:46 AM
32	Sports team parties (end of year or championship trophy ceremonies)	11/18/2020 10:39 AM
33	scout gatherings, church services, work retreats,meetings	11/18/2020 9:47 AM
34	Church functions held there annually	11/18/2020 9:46 AM
35	Our Wedding Anniversary, as we were married at that location and birthday parties	11/18/2020 9:21 AM
36	Church groups, homeschool group	11/18/2020 9:13 AM
37	Not sure	11/18/2020 9:03 AM

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38	Meetings	11/17/2020 9:37 PM
39	Class reunions	11/17/2020 8:47 PM
40	Church Groups	11/17/2020 4:59 PM
41	none	11/17/2020 4:44 PM

Q9 Does the new barn design provide spaces that will function for your intended use?

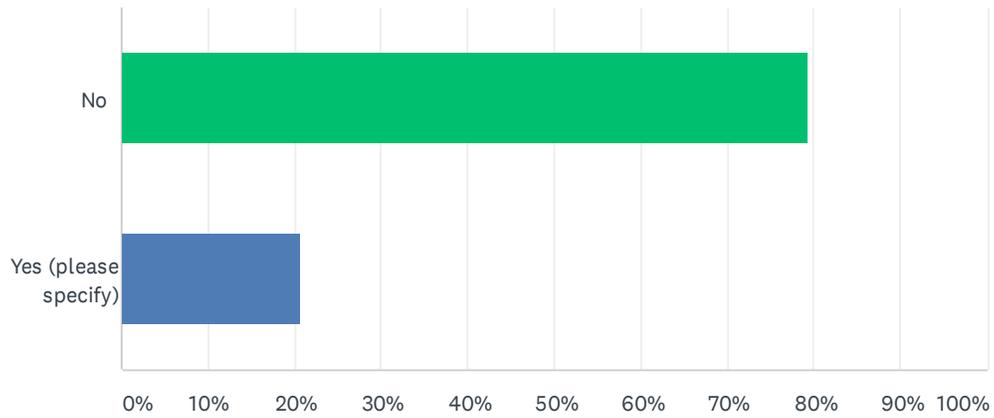
Answered: 119 Skipped: 45



ANSWER CHOICES	RESPONSES	
Yes	97.48%	116
No	2.52%	3
TOTAL		119

Q10 Are there aspects of the design that might be modified to better suit your needs?

Answered: 111 Skipped: 53



ANSWER CHOICES	RESPONSES	
No	79.28%	88
Yes (please specify)	20.72%	23
TOTAL		111

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#	YES (PLEASE SPECIFY)	DATE
1	Bump out the second-floor lookout area a bit and add seating (not low seating). I expect you'll have seniors and others with limited ability standing and waiting to use the elevator. You may also use that space for registration or check-in. For instance, guardians could check in to pick up kids for summer camp without having access to the entire group of children. Maybe the staff area has a split door with counter and could meet that need.	12/1/2020 6:26 AM
2	A lookout on option B	12/1/2020 5:45 AM
3	Ac kitchen n bathrooms both floors	11/29/2020 12:00 PM
4	Don't need huge windows. Barns don't have window. Need to remember the heat & humid during the spring and summer. All that window space bring in heat. Plus probably won't be able to control temperature. Plus didn't hear compacity of the areas.	11/26/2020 8:33 AM
5	Wasn't able to review the layout in detail, but wanted to note that good wifi would be great. In addition, technology for making presentations or sharing videos (e.g. tv monitor or projector). Design should include opportunity to leave traditional large barn doors wide open on a nice day without air conditioning. This will be key, especially in a post Covid 19 world. Instead of air conditioning the downstairs interior, maybe consider just incorporating some nice wall and ceiling fans to circulate the air and create an open air feeling. I've been to several barn venues for weddings and other events and none are air conditioning. It takes away from the barn feeling.	11/24/2020 9:42 PM
6	Thank you so much for keeping the barn design similar to the original. I chose option A as having indoor restrooms for an indoor event is necessary. I would prefer though a hybrid design, keeping both indoor and outdoor restrooms and having the elevator in the silo. You have to build the silo, for the historic fact alone. Having an elevator in it is a genius idea use of the space. But I believe having indoor & outdoor restrooms are needed, what bride wants to trek out in the dirt and possibly the rain to use the restroom in her wedding dress... none! You could choose to only open the indoor restrooms when the facility is rented to keep down on the cleaning/maintenance of them. The outdoor ones would be used just like the other restrooms at the park, open when the park is open.	11/24/2020 2:26 PM
7	Use of sheds on side... sliding glass wall with roll down screens for rental of bottom floor space. Upstairs may need men's and women's restrooms.	11/23/2020 6:08 PM
8	Add some creative elements that will be inviting to children and people. Think more along entertaining. A obstacle course in the bottom with a slide in the center of the barn to slide down	11/20/2020 6:47 PM
9	just make sure the space is fully ADA compliant, thanks	11/19/2020 10:14 AM
10	I am interested in the lower level being air conditioned. Ceiling fans to keep air moving to make it cooler but leave it open the the shed areas so you can enjoy a summertime picnic mostly outside. Since the park closes at sundown I'm not sure how much use there is for an aid conditioned space. I associate a park with the outdoors, do we really need a building that is all airconditioned?	11/18/2020 9:00 PM
11	Doesn't have to do with the design of the barn, but the shed beside the barn is very useful to our group. we rent the whole barn and the shed nearby.	11/18/2020 5:31 PM
12	Make sure inside and outside are accessible to all. Public health and safety conscious, including in materials used and available accessories.	11/18/2020 4:35 PM
13	Elevator, size increase and outdoor restrooms away from the barn	11/18/2020 3:49 PM
14	I can't tell from the design what is happening with the picnic table shelter next to the playground, but our family really enjoys that, since we can see the playground from it. Also, the other rentable shelters do not have power, and so making sure this space has plenty of outlets for rentable space.	11/18/2020 12:30 PM
15	Having the silo having a different purpose. I don't think it should be in front of the windows maybe to the side or the corner of the building. Maybe a space that his artwork or pictures from the history of the area. An area for people to read and explore. Maybe a silo with Windows that's attached to the main rooms so people can look out over the park. Maybe The Silo has two floors and people can read or have snacks in those areas. I just don't think it	11/18/2020 10:53 AM

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should be an elevator because then it's just Silo from the outside and it's not a space to enjoy from the inside

16	I do feel like in plan B the bathroom placement maybe inconvenient to the second floor. I like the bathroom placement better in the plan A option as long as you don't have to go inside the building to access them.	11/18/2020 10:39 AM
17	I like the separate restroom option as to keep random people separate from paid reservations	11/18/2020 9:47 AM
18	I actually like te silo as well as the interior bathrooms. Having the elevator in the silo seems to give additional space to the barn.	11/18/2020 9:21 AM
19	to keep the covered porches open with tables for use at all times of the day	11/18/2020 9:09 AM
20	larger balcony if added.	11/18/2020 8:49 AM
21	Add an outdoor porch section that would allow for multiple events	11/18/2020 8:30 AM
22	Will there still be access to onsite vending machines? Will there still be picnic tables under the overhang so you can get in out of inclement weather while still enjoying the view of the pond down below? Will there still be day camps for kids during the summer or will this be 100% rental only?	11/17/2020 5:22 PM
23	If a new silo is built, it'd be nice to have a vertical viewing window to see outside as you use the elevator	11/17/2020 4:43 PM

Q11 For your preferred option, how do you see your group/party using this facility as currently designed? Consider the following spaces: First floor or second-floor interior assembly spaces, Outdoor Sheds and Outdoor activity space.

Answered: 101 Skipped: 63

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#	RESPONSES	DATE
1	First- or second-floor interior assembly spaces; Outdoor sheds; Outdoor activity space	12/1/2020 6:26 AM
2	Sheds open to church outreach tot he public. Closed interior spaces for meals and meetings.	12/1/2020 5:48 AM
3	Outdoor sheds; outdoor activity space	12/1/2020 5:45 AM
4	First- or second-floor interior assembly spaces; Outdoor sheds; Outdoor activity space	12/1/2020 5:43 AM
5	First- or second-floor interior assembly spaces; Outdoor sheds; Outdoor activity space	12/1/2020 5:41 AM
6	First- or second-floor interior assembly spaces; Outdoor activity space	12/1/2020 5:39 AM
7	First- or second-floor interior assembly spaces	12/1/2020 5:37 AM
8	First floor	12/1/2020 5:32 AM
9	Assembly spaces	12/1/2020 5:31 AM
10	I hope the summer camp for kids will still be held here. I like community events being held outside & inside (i.e., Bingo for Humane Society, 5K runs). Glad to see you incorporated an elevator as the second floor was inaccessible. Glad you incorporated bathrooms upstairs and ones for people renting vs. public use. Love the A/C in both places.	12/1/2020 5:29 AM
11	Cabarrus Senior Games--Interior assembly and outdoor activity spaces	12/1/2020 5:25 AM
12	wedding	12/1/2020 4:50 AM
13	We would love to rent it	11/29/2020 12:00 PM
14	Outdoor shed & activity space	11/28/2020 11:36 PM
15	Indoor space for group assembly	11/26/2020 5:47 PM
16	2nd floor because of the sound . Need sound proof ceiling/floor. If not 1st floor would be fine. I believe people want to have places to go for event s big or small. There really isn't any place to go except hotels who charge way to much. This would be great place to have weddings, anniversary parties and more.	11/26/2020 8:33 AM
17	Mainly as a space for picnics. Liked the ability of the old barn to have free open door flow between the interior of barn and outdoor sheds. Would like to be able to turn off A/C on a nice day and leave the doors wide open with a nice breeze.	11/24/2020 9:42 PM
18	Outdoor and indoor spaces for birthday parites. My son had his 1st birthday here!!	11/24/2020 9:25 PM
19	I can see using it for weddings. More and more people these days are choosing the rustic look and the barn is the perfect place.	11/24/2020 2:26 PM
20	Great design for any event and easy access for those with disabilities	11/24/2020 10:24 AM
21	It was hard to see the floorplan because it was so small on the screen.	11/24/2020 9:11 AM
22	Upstairs as would not need outdoor space.	11/23/2020 6:08 PM
23	Outdoor Covid friendly	11/23/2020 4:58 PM
24	The separation of the spaces for different groups is great.	11/23/2020 2:35 PM
25	I like the lobby area as well	11/22/2020 4:05 PM
26	Parties for a family gathering.	11/22/2020 12:17 PM
27	N/A	11/21/2020 8:58 AM
28	tables and chairs set for food and eating	11/20/2020 10:58 PM
29	What is a assembly? Haven't been to one lately.	11/20/2020 9:17 PM
30	A place to enjoy	11/20/2020 6:47 PM
31	no	11/20/2020 8:05 AM
32	Outdoor sheds	11/20/2020 5:22 AM

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33	Would definitely use the outdoor shed area.	11/19/2020 11:30 PM
34	Birthday parties	11/19/2020 9:40 PM
35	No input, not sure	11/19/2020 8:01 PM
36	.	11/19/2020 7:58 PM
37	Outdoor Sheds and Outdoor activity space	11/19/2020 7:35 PM
38	I like the outdoor activity space	11/19/2020 7:33 PM
39	indoor	11/19/2020 7:27 PM
40	probably just one of floors	11/19/2020 1:49 PM
41	n/a	11/19/2020 10:14 AM
42	First floor or second floor works either way	11/19/2020 9:23 AM
43	Second floor interior or outdoor sheds	11/19/2020 9:20 AM
44	First floor	11/19/2020 6:24 AM
45	Probably first floor for a catered picnic type dinner and get together. Maybe a small musical group.	11/19/2020 12:20 AM
46	As a tournament central area in the outdoor activity space	11/18/2020 11:21 PM
47	Yes	11/18/2020 10:25 PM
48	2nd floor assembly	11/18/2020 9:58 PM
49	You go to a park to enjoy the out of doors so why build a new facility, that is only open and available in daylight (per current park hours) and have a conditioned space, certainly on the ground floor at least. I can understand the upper level needs to be a conditioned space it will be hot and very stuffy with no operating windows. I don't know of a reason I would have to rent the upper level in summertime, I come to the park to be outdoors. Past events I've attended at the barn have children going in and out and in and out. So your conditioning load had better be pretty big to serve a space where the doors are open more than they are closed. You have designed all this outdoor activity space and a conditioned building goes counter in my mind to the use of the property. Some fans to keep the flies off the food and some shade from the summer's heat are what is needed. If you want to build space where people can have an event build it closer to the entrance where it can be used after dark and during all seasons.	11/18/2020 9:00 PM
50	Interior	11/18/2020 8:41 PM
51	Outdoor activity space for kids' parties.	11/18/2020 7:58 PM
52	First floor closer to the restroom and playground for the kids	11/18/2020 7:37 PM
53	For birthdays	11/18/2020 7:36 PM
54	1st floor for dinner and socializing and 2nd floor for music and dancing.	11/18/2020 6:10 PM
55	Kid space and adult space possibly depending on kids ages. Maybe one section providing more fun or creativity options. Could then even rent for business meetings if provided black boards, fun chairs and lots of plugs for electronics.	11/18/2020 5:34 PM
56	we utilize the complete barn and the shed	11/18/2020 5:31 PM
57	First or second floor is an option now with the new design. We would utilize outdoor facilities more as long as the weather was okay.	11/18/2020 5:30 PM
58	It would be good for wedding and reception	11/18/2020 4:44 PM
59	Perhaps meetups with friends.	11/18/2020 4:35 PM
60	Both indoor & outdoor	11/18/2020 4:12 PM
61	first floor for a bday party	11/18/2020 4:02 PM
62	I would possibly rent the for business seminar/retreat space. Rooms for break out sessions,	11/18/2020 4:01 PM

Frank Liske Park Barn Public Input Survey

main room for guest speakers and classroom style set up and for food.

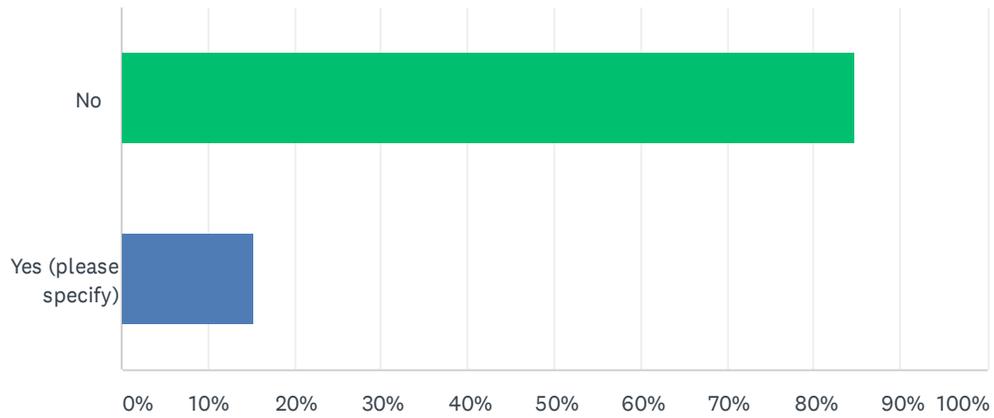
63	Birthday	11/18/2020 3:59 PM
64	First floor for birthday parties	11/18/2020 3:54 PM
65	Community group meetings, events and parties	11/18/2020 3:49 PM
66	Small to medium size groups can use the current designed barn.	11/18/2020 2:41 PM
67	Birthday party	11/18/2020 2:14 PM
68	The smaller 2nd floor for family parties, too large for home, too small for a hall rental.	11/18/2020 12:33 PM
69	I like the addition of the activity space. We use the restrooms there when we are at the playground.	11/18/2020 12:30 PM
70	Perfect for family or work gathering	11/18/2020 12:16 PM
71	Special events	11/18/2020 12:12 PM
72	It has a nice outdoor area on the first floor for congregating with family and friends. It is spacious.	11/18/2020 11:46 AM
73	Depends on time of year	11/18/2020 11:03 AM
74	I think all the areas could be used as they are depicted	11/18/2020 10:53 AM
75	Birthday party, family cookouts	11/18/2020 10:39 AM
76	wedding/reception venue	11/18/2020 10:21 AM
77	i like option A	11/18/2020 9:47 AM
78	Church functions separate space for youth and seniors. Some events we play games. To separate game tables from social area for those not playing. Also small kids spaced from older kids	11/18/2020 9:46 AM
79	All work we will get to	11/18/2020 9:37 AM
80	We've had birthday parties at the barn in the past. It was in September and hot. We'd definitely do it again and use the air conditioned space as well as possibly outdoor activity space.	11/18/2020 9:34 AM
81	Definitely using the 2nd floor is most ideal	11/18/2020 9:21 AM
82	for family gatherings	11/18/2020 9:21 AM
83	Great for those with bday parties in cooler months and if air conditioning exists helps for summer as well	11/18/2020 9:18 AM
84	1st	11/18/2020 9:14 AM
85	Before the barn burned down we were fortunate to have my son's birthday party there. We love the idea of having a usable second floor now as well as better access for all. With the new design I feel it will open up more opportunities for people to use the space	11/18/2020 9:13 AM
86	first floor and outdoor space	11/18/2020 9:12 AM
87	outdoor porches for lunches with small kids and birthday parties	11/18/2020 9:09 AM
88	parties	11/18/2020 8:49 AM
89	Great space for party/gatherings	11/18/2020 8:47 AM
90	interior assembly spaces	11/18/2020 8:30 AM
91	Thank you	11/18/2020 6:40 AM
92	All of the above	11/17/2020 7:58 PM
93	Retreats. Family reunions. Gatherings with friends	11/17/2020 6:38 PM
94	First floor and outdoor activity space	11/17/2020 6:00 PM
95	First floor indoor use for family reunion	11/17/2020 5:57 PM

Frank Liske Park Barn Public Input Survey

96	Probably first floor	11/17/2020 5:41 PM
97	Family gathering or church gatherings	11/17/2020 5:29 PM
98	n/a	11/17/2020 5:22 PM
99	Group picnics, wedding showers, birthday celebrations.	11/17/2020 4:59 PM
100	First and second floor spaces	11/17/2020 4:52 PM
101	none	11/17/2020 4:44 PM

Q12 Are there additional spaces/functions that you desire that were not included in these plans?

Answered: 112 Skipped: 52



ANSWER CHOICES	RESPONSES	
No	84.82%	95
Yes (please specify)	15.18%	17
TOTAL		112

Frank Liske Park Barn Public Input Survey

#	YES (PLEASE SPECIFY)	DATE
1	Outdoor heaters for distanced assembly in cold weather months in same areas where you have outside fans. Ability to quickly secure the building and sections within the building in a crisis or weather event. USB outlets and/or charging stations throughout. Ability to livestream an event from the barn--let people who can't attend be part of the events. Requires strong WIFI. Free WIFI access for those who rent to support activities. Coat closets or areas where coats can hang in cold weather months and wet umbrellas can sit. Built-in sound systems throughout inside and outside areas that can work independent of each other at the same time. Murals and art that add character rather than white walls throughout. (In addition to history wall.) Main doors that don't require everyone to touch them and can open easily if your hands are filled with items. Elevator large enough to work in service functions, too. Large enough to roll a cart into. Steps under sinks for little ones to stand on and/or a lowered sink for kids/wheel chairs. Ability to pull shades over windows and darken for presentations. Hallways wide enough to support traffic in both directions.	12/1/2020 6:26 AM
2	Just the ability to blend the interior space's flow into exterior.	11/24/2020 9:42 PM
3	See my answer in #9 above.	11/24/2020 2:26 PM
4	More outdoor/ fresh air friendly spaces	11/23/2020 4:58 PM
5	Think outside of the box guys people will use it more if it is designed with creative uses of the space that increase entertainment	11/20/2020 6:47 PM
6	This may be cost prohibitive and just not possible but I love the idea of having a space dedicated to a 'classroom' that could be used for educational gatherings or a space to host a professional development training. The assembly spaces could absolutely work for this but possibly with a screen or projector available to convert to a presentation space if needed. Could also serve as a landing space for field trips before they go out into the park etc	11/19/2020 9:20 AM
7	It is difficult to find meeting space for clubs that have monthly meetings and places where businesses can hold corporate events but those sorts of places need to be available at all times of the year and days and evenings. The rental costs need to be kept reasonable as well.	11/18/2020 9:00 PM
8	Please include area for multi-media (i.e. bluetooth for streaming music and connection to laptop for sharing slideshow).	11/18/2020 6:10 PM
9	Cozy, shaded to semi-shaded area to rest, eat outside, enjoy the weather and the view.	11/18/2020 4:35 PM
10	Summer camp for my child	11/18/2020 4:12 PM
11	Is there space for outdoor vending machines?	11/18/2020 3:54 PM
12	Overlook from the silo wasn't mentioned	11/18/2020 3:49 PM
13	A small stage/lighting and sound board	11/18/2020 12:33 PM
14	Not necessary, but a small sprayground/ splashpad is the only other thing I could think to add.	11/18/2020 12:30 PM
15	I think it would be a good idea to have a video option in both spaces that you could Do a slideshow for birthday parties or game highlights for the season of a sports team or club meeting (fantasy football or hobbies)	11/18/2020 10:39 AM
16	an open door on 2nd floor that would allow viewing of the properties, but this would need to be done to ensure the safety of people as well.	11/18/2020 9:55 AM
17	See above.	11/17/2020 5:22 PM

Q13 If there is one thing the new design has to get right, what would it be?

Answered: 100 Skipped: 64

Frank Liske Park Barn Public Input Survey

#	RESPONSES	DATE
1	Looks great!	12/1/2020 6:26 AM
2	Rustic barn appearance	12/1/2020 5:48 AM
3	Everything looks wonderful! Thank you!	12/1/2020 5:36 AM
4	Incorporating the old design of the barn with the new. You did a great job!	12/1/2020 5:29 AM
5	Plenty of parking--drop-off area for special needs persons	12/1/2020 5:25 AM
6	keeping it the same	12/1/2020 4:50 AM
7	Silo	11/26/2020 5:47 PM
8	Make it big enough in the event space. Don't waste space either.	11/26/2020 8:33 AM
9	The ability and feel for large picnic gatherings that provides an outdoor/rustic feel. Recommend you look at other barns that have been converted to venues.	11/24/2020 9:42 PM
10	THE SILO!!	11/24/2020 9:25 PM
11	keeping the original barn type style is key	11/24/2020 2:26 PM
12	Keep it the way you have designed it. It is esthetic and comparable to the original barn/ silo layout. So many great memories of this park and barn. Thank you for getting it right.	11/24/2020 10:24 AM
13	Keeping the aesthetics on the park, but definitely upgrading the interior so that it is a more desirable place to rent.	11/24/2020 9:11 AM
14	ROI	11/23/2020 6:08 PM
15	Indoor/ outdoor flexibility	11/23/2020 4:58 PM
16	Safety, both for the people using the facilities and for the structure from vandalism.	11/23/2020 2:35 PM
17	Bathroom and silo	11/22/2020 4:05 PM
18	The natural lighting and general layout is very nice	11/22/2020 12:17 PM
19	Keep the iconic barn look and feel	11/21/2020 8:07 PM
20	Rustic authenticity	11/21/2020 8:58 AM
21	Completing the project in a timely manner	11/21/2020 8:34 AM
22	good a/c for the summer camp kids	11/20/2020 10:58 PM
23	Looking like the old barn.	11/20/2020 9:17 PM
24	Make an incredible use of the space do something outrageous	11/20/2020 6:47 PM
25	most space	11/20/2020 8:05 AM
26	Faithfulness to the original exterior look of the buildings	11/20/2020 5:22 AM
27	Overall design being as similar as functionally possible to the original.	11/19/2020 11:30 PM
28	Bathroom accessibility	11/19/2020 9:40 PM
29	That it fits with the surrounding and appeals to public	11/19/2020 8:01 PM
30	Make sure it honors the old barn	11/19/2020 7:58 PM
31	To maintain the aesthetic image of the original barn design	11/19/2020 7:35 PM
32	If the upstairs space will be used for summer camp it should be a great place for them to spend the summer	11/19/2020 7:33 PM
33	as close to original as possible	11/19/2020 7:27 PM
34	enough space for summer camp	11/19/2020 3:55 PM
35	accessability for all people (handicapped, etc..)	11/19/2020 1:49 PM

Frank Liske Park Barn Public Input Survey

36	soundproofing between upstairs and down spaces so that two groups can successfully hold functions	11/19/2020 10:14 AM
37	Retain some barn feel	11/19/2020 9:23 AM
38	The overall look of the barn itself. I personally love the green roof, the silo, and the integrity of the barn. I think it's important to stay true to the traditional look of the barn which i think the design has done. I also love the idea of a history wall and nods to previous eras, etc	11/19/2020 9:20 AM
39	Accessible to all	11/19/2020 6:24 AM
40	Heating and cooling	11/19/2020 12:20 AM
41	Retain the character of the old barn, I do realize that things are being "updated" but I hope it doesn't go to modern and take away the charm from that space.	11/18/2020 11:21 PM
42	To blend in with the existing park like it has been there all along.	11/18/2020 9:55 PM
43	This is a park, an outdoor space. It needs to be inviting and easily useful for a family, a church social or picnic, or a group of any size to use without having to jump through lots of hoops to use and enjoy.	11/18/2020 9:00 PM
44	Rustic look	11/18/2020 8:41 PM
45	Traditional rustic feel of the original barn while adding comfort and accessibility for renters.	11/18/2020 7:58 PM
46	The shape of the barn	11/18/2020 7:37 PM
47	privacy for multi-parties	11/18/2020 6:10 PM
48	open space to accommodate group sizes	11/18/2020 5:57 PM
49	Affordable Rental Fees	11/18/2020 5:31 PM
50	Ease of access to all areas. Bathrooms for all levels and outside	11/18/2020 5:30 PM
51	Making restrooms on 2nd floor	11/18/2020 4:44 PM
52	Accessibility to all residents.	11/18/2020 4:35 PM
53	Na	11/18/2020 4:12 PM
54	adding the silo	11/18/2020 4:02 PM
55	A true multi-purpose building that can be used year round	11/18/2020 4:01 PM
56	Design	11/18/2020 3:59 PM
57	outdoor seating with fans	11/18/2020 3:54 PM
58	Roof, silo and sightlines	11/18/2020 3:49 PM
59	Design of the outside keep some features of the original	11/18/2020 2:41 PM
60	The silo	11/18/2020 2:14 PM
61	Updated Restrooms! (and A/C)	11/18/2020 12:33 PM
62	love the history wall to show pics and tell the story	11/18/2020 12:30 PM
63	Silo	11/18/2020 12:16 PM
64	Placement of food distribution lunch line facilities	11/18/2020 12:12 PM
65	the look of the original exterior barn	11/18/2020 12:04 PM
66	The silo should be removed, as it is not historical and does not have function.	11/18/2020 11:46 AM
67	Keep the green roof	11/18/2020 11:03 AM
68	Silo, green roof	11/18/2020 10:53 AM
69	It must maintain the basic same look as the old barn. I grew up in that barn. I went to summer camp every year, we have had birthday parties, family reunions, church gatherings, and even family pictures in front of the barn.	11/18/2020 10:39 AM

Frank Liske Park Barn Public Input Survey

70	to incorporate touches from the old design but with more practicality/function	11/18/2020 10:21 AM
71	The shape and style needs to be of traditional barn style.	11/18/2020 9:55 AM
72	still look like a barn inside and outside	11/18/2020 9:47 AM
73	Additional outside space for various age groups using the facility at the same time.	11/18/2020 9:46 AM
74	Space..color..	11/18/2020 9:37 AM
75	I think it's already on the right track, just creating a unique gathering place for when gatherings are cool again!	11/18/2020 9:34 AM
76	None	11/18/2020 9:21 AM
77	Bathrooms on both floors, addition of an elevator and lobby. I think you nailed it. But if I had to choose just one it would be THE ELEVATOR.	11/18/2020 9:21 AM
78	The silo, the barn look. Keeping with the farm idea	11/18/2020 9:18 AM
79	Balcony	11/18/2020 9:14 AM
80	Silo	11/18/2020 9:13 AM
81	ensure privacy of renters from general public	11/18/2020 9:12 AM
82	just match the existing footprint and exterior traditional look	11/18/2020 9:09 AM
83	balcony	11/18/2020 8:49 AM
84	Silo and the green metal roof	11/18/2020 8:47 AM
85	historic replication of the 1900s era	11/18/2020 8:30 AM
86	Get it built !	11/18/2020 6:40 AM
87	Barn	11/18/2020 6:13 AM
88	The look and feel of a barn	11/17/2020 9:37 PM
89	Traditional barn and silo form and functional spaces	11/17/2020 8:47 PM
90	The barn feel and lots of natural light indoors.	11/17/2020 7:58 PM
91	Modern with a nostalgic feel	11/17/2020 6:38 PM
92	The look of the one that it is replacing - something that feels like it belongs - no too modern	11/17/2020 6:00 PM
93	The design needs to keep with the tradition and character if the old barn with the rustic look.	11/17/2020 5:57 PM
94	The silo and aesthetic similar to old barn .	11/17/2020 5:49 PM
95	Location of the building...the barn always had a wonderful view	11/17/2020 5:29 PM
96	Functionality for all whether for profit or nonprofit.	11/17/2020 5:22 PM
97	Adequate parking for events that is not too far from the facility.	11/17/2020 4:59 PM
98	Keep to original look and feel	11/17/2020 4:52 PM
99	open	11/17/2020 4:44 PM
100	To ensure it blends into the natural beauty of the park instead of being flashy. Modern yet natural	11/17/2020 4:43 PM

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Innovation and Technology - Innovation Report

BRIEF SUMMARY:

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

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

REQUESTED ACTION:

Receive report.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Debbie Brannan, Area Manager of Innovation and Technology

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Active Living and Parks - 2021 Fees and Charges Policy

BRIEF SUMMARY:

Each year, the Active Living and Parks Department reviews the Fees and Charges Policy, presents it to the Active Living and Parks Commission and Senior Centers Advisory Council, and recommends changes to the Board of Commissioners.

The attached documents reflect the proposed changes to the Fees and Charges Policy and a summary of the requested changes. These items are addressed during this time of year so that they can be in place in January and for the entire calendar year. A fiscal year approval would split some of the sports and activity sessions.

Both the Senior Center Advisory Council and the Parks Commission unanimously approved this recommendation.

REQUESTED ACTION:

Motion to approve the Active Living and Parks 2021 Fees and Charges

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Londa Strong, Director Active Living and Parks

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ ALPs Fees and Charges Policies Changes 2021
- ▣ ALPS Fees and Charges Approved 2020
- ▣ ALPs Fees Charges Policies 2020

Cabarrus County Active Living and Parks Department
Proposed Changes to 2021 Fees & Charges Summary

Page Added to Fees and Charges Policy and Fees and Charges

Due to COVID-19, facility hours of operation and reservations are subject to change.

Reservations and related requirements are suspended for barn facilities at Frank Liske Park until reconstruction is complete.

Page 4 fees and charges

Holiday Closings

Christmas Eve, Christmas Day, the Thursday before and the Sunday and Monday after Christmas (12/23-27)

Page 5 fees and charges

FISHING PERMITS

Annual: 50% discount on Annual Permit for Veterans (proof of service required)

Page 6 fees and charges

Camp T.N. Spencer Park

Birthday Party area will be available 10 am – 2 pm and 3 pm – 7 pm. Concession packages are available.

Page 6 fees and charges

CAMP T.N. SPENCER POOL

SWIM TIMES

10 am – 2 pm and 3 pm – 7 pm

DAILY ADMISSION FEE

All Ages: \$5 per person

Child care organization paid in advance: \$4 per person

Note: Groups scheduled through Park Manager will receive discounted rate.

Page 9 fees and charges

IV. PARK PROGRAM FEES AND CHARGES

<u>ACTIVITY</u>	<u>Cost Per Participant</u>
Programs/Classes/Events/Tournament	Free - \$50.00 <u>\$75.00</u>

Page 11 fees and charges

Reservation Time Periods for the Senior Centers

Staffing: \$15 \$20/hour



**Cabarrus County Active Living
and Parks Department
2020 FEES AND CHARGES**



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I. FACILITY HOURS AND RESERVATION TIME PERIODS

CABARRUS COUNTY ACTIVE LIVING and PARKS

FLP	Frank Liske Park	4001 Stough Rd., Concord NC 28027
CSP	Camp T.N. Spencer Park	3155 Foxford Rd., Concord NC 28027
RWP	Rob Wallace Park	12900 Bethel School Rd., Midland NC 28107
VVP	Vietnam Veterans Park	760 Orphanage Rd., Concord NC 28027
CSC	Cabarrus County Senior Center	331 Corban Ave SE, Concord NC 28027
MPSC	Cabarrus County Senior Center	8615 Park Drive, Mt. Pleasant, NC 28124

PARK HOURS

March 1 – March 31 – All Parks

Monday - Sunday 8:00 am - 8:00 pm

April 1 - June 30

CSP Monday - Sunday 8:00 am - 8:00 pm
FLP Monday - Sunday 8:00 am - 9:00 pm
RWP Monday - Sunday 8:00 am - 8:00 pm
VVP Monday - Sunday 8:00 am - 8:00 pm

July 1 – September 30

CSP Monday - Sunday 8:00 am - 8:00 pm
FLP Monday - Sunday 7:00 am - 9:00 pm
RWP Monday - Sunday 7:00 am - 8:00 pm
VVP Monday - Sunday 7:00 am - 8:00 pm

October 1 – October 31

CSP Monday - Sunday 8:00 am - 8:00 pm
FLP Monday - Sunday 8:00 am - 9:00 pm
RWP Monday - Sunday 8:00 am - 8:00 pm
VVP Monday - Sunday 8:00 am - 8:00 pm

November 1 – February 28 (All Parks)

Monday - Friday 8:00 am - 5:00 pm
Saturday - Sunday 9:00 am - 5:00 pm

PARK RESERVATION TIME PERIODS

March 1 - October 31 (All Parks)

Monday – Sunday: 8:30 am - 2:00 pm (½ day morning)
Monday – Sunday: 3:00 pm – 7:30 pm (½ day afternoon)
Monday – Sunday: 8:30 am – 7:30 pm (all day)

November 1 – February 28 (All Parks)

Monday – Friday: 9:30 am – 4:30 pm
Saturday – Sunday: 9:30 am – 4:30 pm

SENIOR CENTER HOURS

CSC	Monday – Thursday	8:00 am - 9:00 pm
CSC	Friday/Session Breaks	8:00 am - 5:00 pm
CSC	Saturday (except session breaks)	8:00 am - 12:00 noon
MPSC	Monday - Friday	8:00 am - 5:00 pm

ACTIVE LIVING & PARKS ADMINISTRATIVE OFFICES

331 Corban Ave SE, Concord NC 28025

704-920-3484

Monday – Friday: 8:00 am – 5:00 pm

HOLIDAY CLOSINGS – PARKS

Cabarrus County Parks will be closed under the following holiday schedule:

Thanksgiving	Thanksgiving Day
Christmas	Christmas Eve and Christmas Day
New Year's	New Year's Day

HOLIDAY CLOSINGS - SENIOR CENTERS

Cabarrus County Senior Centers will be closed under the following holiday schedule:

New Year's Day

Martin Luther King Birthday

Good Friday

Memorial Day

Fourth of July

Labor Day

Veterans Day

Thanksgiving Day, Friday and Saturday following

Christmas Eve, Christmas Day, and the Monday after Christmas

II. OTHER FACILITY USE – FEES & CHARGES

Miscellaneous Equipment – See Park Ranger or Concession Attendent

Fishing Rod, Horseshoes, Volleyball, Basketball No Charge

Disc Golf 1 Set (3) \$5.00 per day

Equipment must be checked out from Park Staff with a valid Drivers License.

FISHING PERMITS

\$2.00 per day per park

\$40.00 per year to fish one park

\$50.00 per year for FLP, CSP and RWP

All North Carolina Wildlife Regulations apply

Vietnam Veterans Park

<u>Facility</u>	<u>Description</u>	<u>(1/2 day/all day)</u>	<u>Capacity</u>
Hickory Shelter*	Hickory	\$30.00 / \$60.00	50
Magnolia Shelter*	Magnolia	\$30.00 / \$60.00	50
Oak Shelter*	Oak	\$30.00 / \$60.00	50
Dogwood Shelter	Dogwood	\$60.00 / \$120.00	100

* Facilities with an asterisk DO NOT have availability for additional equipment (i.e., spacewalks, dunking booth, generators, etc.). Prior approval for additional equipment must be secured before bringing to a park.

Rob Wallace Park

<u>Facility</u>	<u>Description</u>	<u>(1/2 day/all day)</u>	<u>Capacity</u>
Shelter	Shelter	\$30.00 / \$60.00	50

Camp T.N. Spencer Park

<u>Facility</u>	<u>Description</u>	<u>(1/2 day/all day)</u>	<u>Capacity</u>
Helms Hall	Helms	\$60.00 / \$120.00	75
<u>Capacity is 50 during winter months</u>			
Propst A Building*	Propst A	\$50.00 / \$100.00	75
Propst B Building*	Propst B	\$50.00 / \$100.00	75
Shelter 1*	Shelter 1	\$30.00 / \$60.00	50
Shelter 2	Shelter	\$30.00 / \$60.00	50
Tent Sites*	7 Sites	\$15.00 per night	6/2 tents
Cabins*	6 Cabins	\$50.00 per night	6
Group Camping*	9 Sites	\$30.00 per night	35
Pool Birthday Party		\$50.00 for 4 hrs*	25

*Facilities with an asterisk DO NOT have availability for additional equipment (i.e., spacewalks, dunking booth, generators, etc.). Prior approval for additional equipment must be secured before bringing to a park.

Pool Birthday Parties must be approved through Camp TN Spencer Park Manager or Senior Ranger. Reservations must be booked seven (7) days in advance and are only available during standard pool hours excluding Memorial Day, July 4th and Labor Day.

Birthday Party area will be available 11am – 5pm. Additional parents or children will receive a \$2 discount per person towards normal pool admission fees.

Option 1: \$125.00 includes 25 people, party area, storage of cake and includes two slices of pizza and drinks for group.

Option 2: \$75.00 includes 25 people, party area, storage of cake

CAMP T.N. SPENCER POOL

DAILY ADMISSION		
Adult	(Ages 14-64)	\$6.00
Children	(Ages 6-13)	\$4.00
Children	(Ages 3-5)	\$2.00 w/Paid Adult Admission
Infants	(Ages 0-2)	Free w/Paid Adult Admission
65 & Over		\$3.00
Childcare Organization		\$2.00

Note: Childcare organizations are defined as any summer, afterschool, and childrens’ camps, (excluding the Cabarrus County Boys and Girls Club). All children entering pool area must pay a fee regardless of age. Counselors will be admitted free with all organizations. Groups will be limited to two hour sessions.

FRANK LISKE PARK

<u>Facility</u>	<u>Description</u>	<u>(1/2 day/all day)</u>	<u>Capacity</u>
Arbor*	Arbor	\$30.00 / \$60.00	30
Shed I	Shed 1	\$30.00 / \$60.00	30
Shed II	Shed II	\$60.00 / \$120.00	100
Lower Level*	LL	\$60.00 / \$120.00	100
Lower Level- Heat	LLH	\$80.00 / \$160.00	100
Upper Level*	ULVL	\$150.00 / \$300.00	125
Homebuilder	HMB	\$50.00 / \$100.00	75
Barnhardt	WOB	\$80.00 / \$160.00	150
Hartsell	ANDY	\$80.00 / \$160.00	150
Philip Morris	PMOR	\$80.00 / \$160.00	150
Wildlife	WLF	\$30.00 / \$ 60.00	35
Vulcan	VUL	\$30.00 / \$60.00	35
Corning	CRN	\$30.00 / \$60.00	35
Amphitheatre	AMP	\$100.00 / \$200.00	300

*Facilities with an asterisk DO NOT have availability for additional equipment (i.e., spacewalks, dunking booth, generators, etc.). Prior approval for additional equipment must be secured before bringing to a park.

Use of Projector Screen and TV for Upper Level of Barn: \$50.00

FACILITY

FEES AND CHARGES

Frank Liske Park

Softball Fields	\$15.00 per hour per field
Softball Fields W/Lights	\$20.00 per hour per field
Softball Field Lining	\$25.00 per field

Disc Golf Tournament

(Non County/Cosponsored Group)	\$50.00 first 3 hours
Each additional hour, maximum of 6 hours per day	\$25.00 per hour

PADDLEBOATS (Saturday and Sunday 11 am – 6 pm)

Ages 15 & UNDER Must be accompanied by RIDER age 16 & over

Paddleboats (6 & over)	April - October	\$2.00 per 1/2 hour
Paddleboats (5 & under)	April – October	Free W / Paid Rider
Kayaks & Canoes (18 & over)	April – October	\$5.00 per hour

MINI GOLF (Saturday and Sunday 11 am – 6 pm & Monday – Friday 8 am – 5 pm)

Miniature Golf (6 & over)	March – November	\$2.00 per game
Miniature Golf (5 & under)	April – October	1 free game with each paid game

Bike Rental Fees

Option 1:	\$5.00	1 hour
Option 2:	\$7.00	1 to 1 ½ hours
Option 3:	\$9.00	1 ½ to 2 hours

Two hour maximum time period per rental.

Bike Rental Late Fees

A late fee will be charged if not returned at end of rental time. Fees will be assessed at the following rate:

Less than 15 minutes	\$2.50
15 – 30 minutes	\$5.00
30 – 45 minutes	\$7.50
45 – 60 minutes	\$10.00

Group Birthday Parties

Group birthday parties may be booked at Frank Liske Park. Reservations must be booked seven (7) days in advance. Available April 1 – October 31.

Option # 1 (Minimum of 10 people): \$6.00 per person

- Choice of 1 of the following: 1 game of Miniature Golf **or** 1 paddleboat ride
- Choice of Hot Dog or Corn Dog
- Choice of Bag of Chips/Pretzels
- Choice of Soft Drink, Water, or Fruit Juice

Option #2 (Minimum of 10 people): \$8.00 per person

- 1 game of Miniature Golf **and** 1 paddleboat ride
- Choice of Hot Dog or Corn Dog
- Bag of Chips/Pretzels
- Choice of Soft Drink, Water, or Fruit Juice

Road Race and Fundraiser Walks/Events

Road Race Setup Fee: \$100.00 plus shelter rental based on estimated road race participants. Shelter must accommodate the maximum number of expected participants

Contact Park Manager for Details on Reservations

The Following Exclusive Rental Procedures Require A Seven (7) Day Notice

EXCLUSIVE USE - Paddleboats (gives right of facility to your group only)

Paddleboats	\$100.00 for first hour and \$25.00 for each additional hour
Monday – Friday	8 am til 6 pm
Saturday - Sunday	9 am- 11am or 6 pm til 8 pm

EXCLUSIVE USE - Golf (gives right of facility to your group only)

Miniature Golf	\$75.00 for first hour and \$25.00 for each additional hour
Monday – Friday	After 5 pm
Saturday – Sunday	9 am – 11 am or 6 pm til 8 pm

GROUP USE - Golf (OPEN TO GENERAL PUBLIC) Monday – Friday 8 am- 5 pm

Up to 24	\$40.00
25-50	\$75.00
60-100	\$150.00
101 +	\$200.00

FRANK LISKE PARK SOCCER COMPLEX

Soccer Field (2 hour minimum use)	\$40.00 per hour
Soccer Field Per Day (8 hrs)	\$250.00 per field

NOTE: If the soccer complex is closed for any reason prior to the commencement of the event, the lessee's fee will be refunded. All soccer complex rentals are subject to Park Management approval.

III. BALLFIELD RENTAL POLICY

2 Day Rental (4 fields)	\$600.00
Gate Fee	\$150.00
Equipment Use	\$100.00

Contact Park Manager for Details on Tournament Reservations

IV. PARK PROGRAM FEES AND CHARGES

<u>ACTIVITY</u>	<u>Cost Per Participant</u>
Day Camp	\$110.00 - \$140.00 per week
Half Day Camp/Specialty Camp	\$20.00 -\$95.00
Programs/Classes/Events/Tournament	Free - \$50.00

ACTIVITY**Cost Per Team**

Adult Softball League – 11 game season	\$400.00
Adult Kickball League – 11 game season	\$200.00
Adult Volleyball League – 6-10 game season	\$100 – \$300.00

NOTE: No refunds after league schedule has been completed.

FIELD TRIPS/EDUCATIONAL PROGRAMS

Onsite Field Trip @ Park	up to 2.5 hours	\$3.00 per student
Offsite Field Trip @ School, Daycare, etc.	up to 1 hr.	\$2.00 per student

Cabarrus County Schools participating in the Jr. Ranger program only are charged the above rate for park field trips and are given 3 free visits to the school not to exceed 30 minutes per classroom per visit.

SCHOOL PARK RESERVATIONS

See Attached Addendum for School Park Reservations and Charges

ACTIVITY**ROAD RACES****Early Registration****Late Registration**

5K Individual	\$20.00	\$23.00
Individual Fun Run/Walk	\$8.00	\$10.00
Team/Group 5K (5 or more)	\$15.00	N/A
Family Registration (max of 6)	\$65.00	\$75.00

CABARRUS COUNTY SENIOR CENTERS

Concord Senior Center			Fee Schedule	
Space	Size (approx.)	Capacity	Rental Fee	
			4 Hour Minimum	Additional Hours
Multipurpose	90'X30'	280(200 at tables)	\$350	\$100
Multipurpose #1	33'X30'	100 (64 at tables)	\$175	\$75
Multipurpose #2	24'X30'	80 (48 at tables)	\$175	\$75
Multipurpose #3	33'X30'	100 (64 at tables)	\$175	\$75
Conference Room	40'X20'	60 (40 at tables)	\$125	\$45
Conference Room #1	20'X20'	30 (16 at tables)	\$75	\$30
Conference Room #2	20'X20'	30 (16 at tables)	\$75	\$30
Classroom #1	20'X21'	49 (24 at tables)	\$75	\$30
Classroom #2	20X21	49 (24 at tables)	\$75	\$30
MT. PLEASANT SENIOR CENTER			FEE SCHEDULE	
Space	Size (approx.)	Capacity	Rental Fee	
			4 Hour Minimum	Additional Hours
Multipurpose	24'x76'	100 (64 at tables)	\$100	\$25
Classroom (must be rented with Multipurpose room)	28'x22'	30 (24 at tables)	\$40	NA

RESERVATION TIME PERIODS FOR THE SENIOR CENTERS

Minimum 4 hour rental (set up and breakdown included in 4 hour rental).

Additional fees will apply for set up and staffing outside normal business hours (8:00 am – 5:00 pm Monday – Friday). Set up: \$75.00; Staffing: \$15/hour. No rentals may extend past midnight.

Each Senior Center has round tables (5' at Mt. Pleasant, 6' at Concord), 6' rectangle tables, arm chairs and folding chairs (limited quantities).

CABARRUS COUNTY SENIOR CENTERS

Miscellaneous Equipment Rentals

Corn Hole	2 boards, 8 beanbags in a carrying bag	No Charge
Horseshoes	1 set (4 horseshoes) in a carrying bag	No Charge
Bocce	1 set of Bocce Balls in a carrying bag	No Charge
Disc Golf	1 set of 3 discs in carrying bag	No Charge
Shuffleboard	2 cues, 8 discs and disc carrier	No Charge
Shot Put	1	No Charge
Discus	1	No Charge
Pickleball	2 paddles, 3 balls in a carrying bag	No Charge

Senior Centers Classes/Workshops

Participant

Special Events	\$5.00 and up
Lunch & Learn	\$6.00
Dance	\$6.00
Classes	\$2.00 and up
Fitness & Wellness Classes	\$3.50/class hour
If paid prior to 1 st day of session	\$3.00 /class hour

Senior Games

Registration (Online) Registration (early bird/late)	\$15.00/\$20.00
Registration (Paper) (early bird/late)	\$18.00/\$23.00
Registration (Online) (Art, Showcases only) early bird/late)	\$8.00/\$13.00
Registration (Paper) (Art, Showcases only, early bird/late)	\$11.00/\$16.00
Dinner Dance (1 guest)	\$15.00 per person
T-shirt	\$12.00
SilverArts Follies (adult/child 12 & under)	\$5.00/\$3.00
Luncheon	\$3.00
League play	\$5.00-\$10.00
Tournaments	\$5.00 & Up
Event Fees (bowling, cycling, golf)	Varies by Sport

NOTE: All activity fees are based on direct costs. Supplies may be additional. These fees are subject to change based on actual costs, rentals, increase in participants, unforeseen circumstances, etc., during the fiscal year.

Special promotions and/or discounts may be offered at various times throughout the year as approved by management.



Cabarrus County Active Living and Parks Department

FEEES AND CHARGES POLICY

2020





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I. PURPOSE

To adopt an official policy to establish a set of fees and charges that is fair and equitable for the use of facilities and equipment and the participation in programs sponsored by the Cabarrus County Active Living and Parks Department.

This policy, upon adoption by the Cabarrus County Board of Commissioners, shall be applicable to all individuals for the use of facilities and recreation equipment and the participation in programs conducted by the Cabarrus County Active Living and Parks Department until such time as it is altered, modified, or rescinded by the Cabarrus County Board of Commissioners.

II. POLICY

The Cabarrus County Board of Commissioners hereby establishes the following Active Living and Parks Fees and Charges Policy:

A. Statement of Need

The Active Living and Parks Department offers diversified recreation services to its citizens, recognizing governments' responsibility to provide public park and recreation facilities and leisure opportunities. Due to the demand for services, rapid increase in operation and capital costs, and the limited amount of available tax revenues, it has become difficult to maintain existing levels of service, much less provide new services. Therefore, it is deemed necessary for Cabarrus County to develop a sound and consistent fees and charges policy that is both fair and equitable for Parks and Senior Centers services. The underlying goals of such a policy must remain to provide the broadest services to meet community needs, and to assure equitable delivery of those services.

B. Department's Philosophy

The basic principle of Cabarrus County Active Living and Parks Department is to offer the most efficient and diversified recreation services to ensure all citizens equal opportunities as follows:

1. To improve the quality of life for each individual through recreation and leisure opportunities.
2. To provide and maintain parks, recreation, and senior center facilities for use by the general public.
3. To provide trained and qualified personnel for supervision and instruction of programs and activities, as well as facility maintenance.
4. To welcome public input into planning and evaluation of programs,

activities, and facilities.

5. To provide the opportunity for all residents of Cabarrus County to participate in programs and activities and to fully utilize the facilities of the department.

C. Basic Services and Basic Facilities

Basic Services and Basic Facilities shall be offered at minimal or no charge. These services are those which tend to preserve and promote physical and mental well-being, provide patron safety, instruct in basic skills, and provide public parks and community facilities.

1. Basic service examples include program brochures, flyers, community assistance, program planning, clinics, and general public events.
2. Basic facilities include, but are not limited to, family picnic areas, park playgrounds, athletic facilities, open spaces, walking trails and comfort stations.

D. Special Services and Special Facilities

Special services and special facilities shall be assigned participation or usage fees based on a specified percentage of the direct operation and maintenance cost.

1. Special services include, but are not limited to, organized youth and adult athletics, athletic tournaments, wellness classes and programs, instructional programs/classes, environmental programs, and the pool.
2. Special facilities include, but are not limited to, rental rooms and buildings, lighted ballfields, lighted courts, lighted soccer fields and picnic shelters.

E. Fees and Charges

Fees and Charges shall support other resources available to the Cabarrus County Active Living and Parks Department, not replace them, or be used to reduce the County's responsibility to provide public recreation facilities and leisure opportunities. They provide a means to continue, and expand as necessary, the ability to offer both basic and special services to Cabarrus County citizens.

III. CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR SPECIAL SERVICES AND FACILITIES

- A. The determination to assign a fee for a special service and/or facility shall be based on one or more of the following criteria:
1. The cost per user hour. This is usually due to one of the following:
 - a. The service uses consumable materials.
 - b. The service requires a facility with operating, utility, or maintenance costs.
 - c. The service requires special preparation or clean-up.
 - d. The service requires special supervision or instruction at additional cost.
 2. Use of the service or facility tends to be limited to a relatively few individuals or special interest groups; therefore, those who benefit to the exclusion of others should pay extra for the privileges enjoyed.
 3. Charging an admission fee to a special event allows for revenues collected to be used to extend the activity or cover the cost of the event.
 4. Charging a fee serves an independent function such as one of the following:
 - a. Rationing limited facilities among a large number of users.
 - b. Aiding in discipline or control.
 - c. Promoting respect for an activity and/or service.
- B. One or more of the following pricing alternatives will be used in establishing the fees and charges for special services and facilities:
1. To recover the partial or percentage cost of providing the service.
 2. To recover all of the direct operating expenses.
 3. To recover the actual cost of providing the service, and the interest and amortization of the initial capital investment.
 4. To recover the rate which will result in efficient use of a given area or improvement

IV. FEES FOR SPECIAL SERVICES

- A. Fees for special services shall be reviewed annually, and adjusted as necessary, to recover an established percentage of the programs direct operation costs. Direct operation costs include, but are not limited to, the following:
1. All part-time wages necessary to conduct the program.
 2. The payment of sports officials, recreation instructors, and contract personnel necessary to conduct the program.
 3. The rental of facilities and utility cost directly related to the program.
 4. The purchase of all equipment and supplies for use by the program participants or personnel.
- B. In the event a community and/or volunteer organization provides the required staffing and/or a portion of the services and supplies needed, and/or a portion of the costs through a sponsorship agreement, the established fee shall provide for the recovery of program operation costs related only to the direct cost incurred by the department subtracting the amount of the donation.
- C. Any surplus revenue from one program may be utilized to offset cost for other related programs.
- D. The following guidelines shall be used in determining annual departmental program fees and charges.
1. Adult Programs: Fees for participation in these programs shall be established to recover an average of 100% of the direct operation costs required to provide the programs.
 2. Instructional classes, workshops, and programs: Participants, regardless of age, will be charged a fee to be determined by the direct cost and estimated number of participants.
 3. Special Programs/Events/Tournaments: In general, the design of all ongoing and new special programs/events shall be structured to maximize revenues to foster future events and/or specific projects within the Active Living and Parks system. Corporate Sponsorship and donations shall be secured when possible to provide these services to the general public at minimal or no cost. The fee will be determined by the direct cost of the program.

V. FEES FOR SPECIAL FACILITIES

A. When not in use for department sponsored and co-sponsored activities, designated areas and facilities may be rented by organizations and the general public in accordance to established policies and procedures.

1. Area and facility rental rates will be computed by adding the personnel costs, an hourly utility cost, and any related cost for the facility in question. Groups coordinating fundraisers such as, but not limited to road races, walks, festivals, etc., must meet with park or facility management to discuss logistics of the event and what facility(ies) need to be reserved.
2. Recreation equipment will not be rented but can be used by County Funded Departments.

B. Charges for Charitable (Non-Cabarrus County Sponsored) Activities

Charitable, non-profit, community-serving organizations who conduct an event on park property for the purpose of raising funds or holding meetings must pay the established rental fee calculated to cover the cost to the County for use of said facility. Certificate of Liability Insurance including endorsements page is required.

Cabarrus County 501(c)3 charitable organizations will not be charged for one (1) fundraising event or one (1) meeting/picnic per fiscal year. The reservation is limited to one (1) reservable space per event. Groups larger than the capacity of available shelters will be charged 50% rates for each additional space. These charitable organizations must operate an office within Cabarrus County and apply all monies raised within that office to Cabarrus County residents. Appropriate documentation as proof of 501(c)3 status must be provided at the time of reservation. Certificate of Liability Insurance including endorsements page is required.

C. Any organization who has Active Living and Parks Department as a co-sponsor will not be charged any facility rental fees. To be co-sponsored the event/activity must meet the following criteria:

1. Be a recognized Cabarrus County 501(c)3 organization or a Cabarrus County/Kannapolis school organization
2. Request cosponsorship at least 30 days in advance of event/program
3. Provide a measurable impact and outcome for the patrons
4. Be open to all interested

5. Include Cabarrus County Active Living and Parks on all publicity (publicity materials must be submitted to the Active Living and Parks Department in advance for approval)
 6. Meet the Cabarrus County Local Food Policy's 10% commitment
 7. Provide Cabarrus County a minimum of \$1 million liability insurance as additional insured
- D. Commercial Activities: For profit commercial activities will not be permitted in any public facility or upon parklands without prior approval by the Director of the Active Living and Parks Department. One million dollars in comprehensive liability insurance naming Cabarrus County as additional insured is required.
- E. Reservations include existing park and recreation facilities only. Any additional equipment or activities (i.e. Spacewalks, Dunking Booths, Hot-Air Balloons, generators, etc.) must be approved by the Cabarrus County Safety Officer at least two (2) weeks prior to reservation date. The equipment must be operated and supervised by the contract vendor at all times. The organization or group must provide Cabarrus County with evidence of comprehensive liability insurance sufficient to protect the County against risk, with a limit of at least \$1 million dollars for each occurrence and/or \$2 million aggregate policy, which names the County as certificate holder and additional insured, including the endorsements page, or certificate of insurance acceptable to the Cabarrus County Safety Officer. Cabarrus County may also require a waiver of subrogation from the sponsoring organization or group. Not all Park facilities are able to accommodate additional equipment or activities. These facilities also may not be able to accommodate a power source or water source.
- F. School vs. County-owned Facilities (Public and Private Schools that receive County tax dollars) of Cabarrus County and City of Kannapolis.
1. As mutually agreed, no charges are assessed by either party for use of schools and parks facilities. Availability of all facilities is based upon the primary user having priority and the secondary user requesting access during available periods. Any additional manpower needed shall be paid by the requesting group.
 2. Fees may be charged for programs and/or supplies.
- G. Revenue Producing Facilities will be developed in parks to supplement General Fund revenue and to provide the public the broadest possible offering of recreation opportunities. The number and type of facilities shall be gauged to provide desired services without acquiring a commercial image. The service in itself must be the first priority in determining the need and standard of operation for the facility.

1. As a basic resource of the park system, special facilities shall be constructed with public funds and, depending on the nature of the service they provide, operated and maintained from user fee revenues.
2. General Fund appropriations shall be used to support the operation of the revenue producing special facilities at such times that cash flow from revenue is inadequate to maintain that facility to the high standard of service necessary.

VI. SPECIAL CONSIDERATION FOR FEES AND CHARGES VARIANCES

- A. Cabarrus County Senior Citizens Groups over the age of fifty-five (55) and Cabarrus County Funded Agencies shall be granted special consideration in the form of free use of park facilities Monday through Friday 8 am until 4 pm. Any direct costs incurred, i.e., heating, air-conditioning will be charged \$40.00 per time period for each park facility reserved. Additional manpower costs, if necessary, will be passed on to the agency. This special consideration shall not include miniature golf, pool, paddleboats or concessions. Cabarrus County funded agencies shall be any agency whose employees are paid by Cabarrus County Government.
- B. There will be no charge for any Stonewall Jackson School activity or reservation.
- C. Corporate Sponsors or Friends of the Park Group approved by the Parks Commission will be permitted to utilize one park facility per year free of charge.
- D. Special Interest Groups or Individuals shall be granted no special consideration in the form of reduced rates or free services with the exception of those groups who are co-sponsoring with the Department.
- E. Proprietary or Commercial groups shall not be permitted to use park facilities for financial gain or profit without prior approval of the Active Living and Parks Director. These facilities are designed to serve the general public on a non-profit basis. The exclusive use of facilities for profit purposes is inconsistent with the Department's basic philosophy and revenue goals.
- F. Special consideration will be granted to Cabarrus County Active Military personnel. This will consist of free use of picnic facilities (excluding miniature golf, paddleboats, concessions, pool, enclosed facilities, heat/AC and before and after hour charges). This consideration will only be granted six (6) months prior to deployment or upon return to Cabarrus County. The Reservation is limited to one (1) reservable space per event. Groups larger than the capacity of available shelters will be charged 50% rates for each additional space. Written proof of duty will be required at the time of booking.

- G. The Active Living and Parks Department Director has authority to charge groups listed within this section Full Shelter fees following their reservation, if they fail to comply with Park Ordinance.

VII. ALTERNATIVE SOURCES OF REVENUE

A. Grants

1. Any employee of the Department, Commission, or interested citizen is encouraged to investigate the possibilities of securing a grant or sources of outside funding for department facilities and programs.
2. All grant applications, donations, or funding sources must be approved by the Director of Active Living and Parks, the Parks Commission, County Manager, and Cabarrus County Board of Commissioners as required.

B. Non-Appropriated Funds For Recreation Services

1. With prior approval of the Director of Active Living and Parks, solicitations, sales, benefits, donation, or gifts, may be received during County sponsored programs.
2. Funds collected in any manner during a County-Sponsored program shall be handled in accordance with established county and department policies and procedures.

VIII. EVALUATION OF POLICY AND FEE SCHEDULES

The fees and charges policy and related fee schedules shall be reviewed annually by the Director, Staff of the Active Living and Parks Department, the Senior Centers Advisory Council, and the Cabarrus County Active Living and Parks Commission. All recommendations for policy changes or fee adjustments shall be approved by the Cabarrus County Board of Commissioners prior to implementation.

IX. REFUND POLICY

- A. All requests for refunds must be made in writing to the Director of the Active Living and Parks Department.

B. Refund Procedures

1. Program credit or refund will be offered in cases in where a class or program is full, cancelled, or a change in class, day, time, or site prevents an individual's participation.
2. Participants withdrawing from a program or class will be offered a credit.
3. For a refund, the request must be made in writing to the Active Living and Parks Director. The 25% administrative fee will apply.
4. Refunds or credits may be pro-rated if deemed appropriate.
5. Refunds will be provided as necessary per policy. The 25% administrative fee will be assessed but not to exceed \$100.00.
6. If program, class or camp has already started, the refund will be pro-rated in addition to the 25% administrative fee.

C. Refunds for Adult Athletic Leagues

Refund of the team fees less 25% processing fee will be remitted if:

- a. If the request is more than two (2) weeks before the first scheduled game - 75% refund
- b. If the request is less than two (2) weeks before first scheduled game - 50% refund
- c. No refunds after the league schedule is published.

D. Individual refund policies set for special events, tournaments, rentals, or any program will override this policy.

E. Refunds for Park and Facility Rentals

Every effort will be made to schedule an alternate date should a cancellation be necessary. Alternate dates may or may not be available to the park user depending upon other reservations that have been confirmed. In case of inclement weather, the park user has three (3) working days to call and schedule an alternate date. If an alternate date cannot be confirmed, the park reservation fee will be refunded to the park user minus a 25% administrative fee.

F. Department Director may provide 100% refund in special cases that are weather related or when facilities are closed or not available during the reservation.

X. PROGRAM CANCELLATION POLICY

Minimum registrations and mandatory pre-registrations are used for programs that require more than one hour of active set-up time or a significant amount of resources for preparation and implementation. If such a program has a minimum registration with a pre-registration requirement, the minimum registration must be met by the pre-registration date, for the program to run. The program will be cancelled otherwise. In such an occurrence, registrants must be notified via phone call no later than 24 hours before the program and a full refund must be administered. Department scheduled/sponsored programs/events will be canceled anytime Cabarrus County Schools are out due to inclement weather. No refunds will be issued and the program/events will be rescheduled or a credit issued.

XI. RESERVATION POLICY

A. After/Before Normal Operation Hours Request

A charge of \$100.00 flat fee and \$25.00 per staff/per hour needed per day (determined by Management) to extend any park facility reservation/operation beyond normal opening and closing hours. This extension is only available if the facility is reserved by the requestor during normal operating hours. The extension is subject to Management approval. All extensions will be limited to the times of no earlier than 6:00 am and will not extend beyond 11:00 pm (Senior Centers not included).

B. Rental Group Size

1. Groups at Frank Liske Park will be limited to 1,500 people.
 - a. Groups of 400-499 people will be required to rent: the entire barn (Upper Level, Lower Level, Shed I and Shed II), and the Arbor
 - b. Groups of 500-699 people will be required to rent: the entire barn (Upper level, Lower level, Shed I & Shed II), Arbor, and the W.O. Barnhardt Shelter.
2. Groups of 700 and over at Frank Liske Park will be required to rent: the entire barn (Upper level, Lower level, Shed I and Shed II), Arbor, W.O. Barnhardt Shelter and the Andy Hartsell Shelter.

3. Some variation in attendance is permissible at all parks. For reservations of up to 100 people there is an allowance of 25%, 101 to 300 people - 20%, 301 to 500 people - 15%, and over 500 people - 10%. Any groups exceeding their maximum number will be billed an additional charge. This charge will be equal to double the amount of the facilities that should have been reserved for the number of people in attendance in that group. Group attendance will be determined by Park Ranger, Facility Supervisor, and/or Park Program Manager/Coordinator.

C. Special Equipment/Requirements for Reservations and Patrons

1. Reservations include existing park and recreation facilities only. Any additional equipment or activities (i.e. Spacewalks, Dunking Booths, Hot-Air Balloons, generators, etc.) must be approved by the Cabarrus County Safety Officer at least two (2) weeks prior to reservation date. The equipment must be operated and supervised by the contract vendor at all times. The organization or groups must provide Cabarrus County with evidence of comprehensive liability insurance sufficient to protect the County against risk, with a limit of at least \$1 million dollars for each occurrence and/or \$2 million aggregate policy which names the County as certificate holder and additional insured, including the endorsements page, or certificate of insurance acceptable to the Cabarrus County Safety Officer. Cabarrus County may also require a waiver of subrogation from the sponsoring organization or group. Not all Park facilities are able to accommodate additional equipment or activities. These facilities also may not be able to accommodate a power source or water source.
2. No nails or staples may be used on park or senior center property.
3. Deep fat/grease frying is not permitted.
4. Alcohol and/or fireworks of any kind are not permitted in the parks or senior centers.
5. Smoking and the use of other tobacco products on the grounds of the county's parks and senior centers are not permitted.
6. Anyone not adhering to this policy or any other policy may be asked to leave with no refund and will be banned from renting any facilities at any Cabarrus County operated parks and facilities for an indefinite period of time.

D Reservation Regulations

Cabin Fees – Requires a 2-day stay for Friday and Saturday Reservations March -October. Maximum of 6 people per cabin.

Tent Sites – Requires a 2-day stay for Friday and Saturday Reservations March - October. Maximum of 2 tents per site – 6 people per site.

Cabin and Tent Site – Punch cards - full payment for 9 stays will permit the bearer of the Punch Card 1 free stay. Each stay is defined as 1 day/night. Group Camping Site – No minimum Night Reservation - 9 Tent sites available 35 people total.

Group camping site is for scout groups, church groups, and other youth groups. Adult supervision is required with a minimum of 1 adult per 7 youth.

There will be a 25% cancellation fee charged for any cabin or tent site (including group camping) cancellation.

XII. CAMPING RULES POLICY

Reservations are required and can be made by calling **704-795-4492** Monday thru Friday between the hours of 8:00 am and 5:00 pm or anytime at www.cabarruscounty.us/register online. Minimum 2-night reservation is required on Friday and/or Saturday, March - October. Fourteen (14) days maximum continuous stay. Active Living and Parks Department will require a seven (7) day break for same patron/family after a fourteen (14) day continuous stay.

Registration: Adults (21 years of age or older) must register and occupy site. Children under 18 years of age must not be left alone and must have adult supervision at all times. Guests are required to check in and out with the Park Ranger.

Parking: After registering, vehicles may be driven to site to unload and again to load when departing (20 minute limit). At all other times vehicles must be parked in the paved parking areas. If a handicap parking pass is presented at the time of booking, you will be permitted to leave your vehicle in the designated area for Cabins 1, 2, 3 and 4 only; however, you will not be permitted to drive your vehicle to and from the bath house or on trails throughout the park.

Camping is allowed in designated areas by permit only.

Alcoholic Beverages Are Prohibited (Cabarrus County Ordinance Section 50-4)

Smoking and usage of Tobacco products are Prohibited (Cabarrus County Ordinance Section 50-1)

Pets must be restrained on a leash of six feet or less at all times. Pets are not allowed inside the cabins or bath house at any time. Pets may not remain in the Park overnight. This is to included cabins, tent sites, vehicles, or kennels. Check in time is 3:00 pm. Check out time is 11:00 am. Please check in and out with the Park Ranger.

Enforcement: Failure to abide by the regulations and ordinances governing Cabarrus County Active Living and Parks will subject offender to temporary or permanent expulsion from the park and/ or criminal prosecution. In the event of permit revocation, all monies paid shall be forfeited by the offender and retained by the park. All North Carolina Motor Vehicle and traffic laws apply at any Park or parking lot operated by the Active Living and Parks Department.

TENT SITES Each of the tent sites includes a picnic table, grill, fire circle, and trash can. A restroom/shower building is centrally located and also includes an outside utility sink. A maximum of two tents and 6 people are allowed at each tent site.

CABINS Each cabin includes one double bed, one set of bunk beds, a day bed, chest of drawers, dining table with chairs, and a small refrigerator. Each cabin also has heat and air conditioning. No bed linens or dishes are provided. Any damaged or broken items (pictures, lamps, etc.) will be replaced at cost by renter of the facility. Picnic table, charcoal grill and fire circle are provided outside each cabin.

Furniture may not be removed from the cabins.

Please remove all trash and clean cabin before checking out.

Camping tents are not permitted on cabin sites. Dining canopies are allowed.

GROUP CAMPING

Group Camping site includes a fire pit, picnic table, grill, trash can, recycling can and (9) nine tent sites with a maximum of 35 people allowed.

To qualify to stay in the Group Camping area certification and/or documentation must be provided meeting one of the following criteria: Boy Scouts of America, Girl Scouts of America, or other organized youth group.

Groups must provide documentation to meet criteria for Group Camping area use. Examples of qualifying documentation are as follows but not limited to: charters, letters on official letterhead from the group organizer, youth leader, or a 501 (c) 3 non-profit organization.

Counselor to camper ratio must be at least one (1) counselor per seven (7) youth. Counselors are considered anyone over 21 years of age and supervising the camp outing.
Group Camping excludes family functions and will not require a two-day stay on Friday and Saturday. This area cannot be divided in to multiple reservations.

Tents must be set up within designated tent site areas.

Revised 05/03/03
Revised 02/02/04
Revised 02/08/05
Revised 02/20/06
Revised 02/08/07
Revised 02/18/08
Revised 02/03/09
Revised 01/19/10
Revised 11/22/11
Revised 11/15/12
Revised 11/18/13
Revised 11/20/14
Revised 10/15/15
Revised 9/15/16
Revised 10/20/16
Revised 11/6/2017
Revised 11/19/2018
Revised 12/16/2019

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

December 7, 2020
4:15 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Appointments - Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating (TAC) Committee (TCC) and Transportation Advisory Committee

BRIEF SUMMARY:

Each year, the Board of Commissioners has to appoint or reappoint representatives to the Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating Committee (TCC) and Transportation Advisory Committee (TAC).

Staff respectfully requests that Susie Morris, Planning and Zoning Manager, be appointed as the Cabarrus County TCC representative and that Phil Collins, Senior Planner, be appointed as the alternate representative.

The Board of Commissioners will also need to appoint a commission member to serve on the TAC as the regular member, along with an alternate member. Commissioner Poole currently serves as the representative for Cabarrus County and Commissioner Kiger serves as the alternate.

REQUESTED ACTION:

Motion to reappoint Susie Morris, Planning and Zoning Manager, as the Cabarrus County TCC representative and Phil Collins, Senior Planner, as the alternate representative for one-year terms ending December 31, 2021.

Motion to appoint Commissioner Kiger as the regular member and Commissioner _____ as the alternate member to the TAC for one-year terms ending December 31, 2021.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, Planning and Development Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Request Letter

November 10, 2020

Mr. Mike Downs, Manager
Cabarrus County
P. O. Box 707
Concord, North Carolina 28026

SUBJECT: 2021 appointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO)

Dear Mr. Downs,

As you know, each year the North Carolina Department of Transportation (NCDOT) requires the MPO to supply a list of current TAC and TCC representatives along with their alternates. Currently, Commissioner Elizabeth Poole is the appointed member and Commissioner Blake Kiger is the representative serving as the alternate to represent Cabarrus County on the TAC. Mrs. Susie Morris is currently the TCC representative with Mr. Phil Collins serving as the alternate. Please notify the MPO as to who will serve in 2021 as your designated appointees to the TAC, as well as the TCC (staff) appointee and alternate. The TAC and TCC appointees must be available to attend regular monthly meetings and to participate on regional transportation planning committees. Attendance at the meetings is critical to the success of our planning efforts and to bring information back to their respective communities. A schedule of the meetings will be sent to your designated representative.

As the current TAC members are aware, there is a requirement from the Ethics Act, Chapter 138A of the NC General Statutes. There are two specific requirements: 1) State of Economic Interest (SEI) application, and 2) Real Estate Disclosure Form. Current MPO TAC members and their alternate must electronically file their SEI and Real Estate Disclosure Form annually by April 15th. This information can be found at <http://www.ethicscommission.nc.gov/sei>. Go to Statement of Economic Interest and click on MPO/RPO filers. Please alert your TAC representatives of this requirement when making your selections.

Please provide current contact information for your selected individuals to include mailing address, telephone number, fax number and e-mail address to Connie Cunningham at the CRMPO office by January 8, 2021. You may email your information to ccunningham@mblsolution.com or mail to Connie Cunningham, Cabarrus Rowan MPO, 713 Sternbridge Drive, Concord, NC 28025.

Thank you for your attention to this matter.

Sincerely,

Phil Conrad

Phil Conrad
Cabarrus Rowan MPO Executive Director

Connie Cunningham
Cabarrus Rowan Metropolitan Planning Organization
713 Sternbridge Drive
Concord, North Carolina 28025
704-795-7528
704-795-7529 fax



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Appointments to Boards and Committees

BRIEF SUMMARY:

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

Appointments and Removals - Human Services Advisory Board

The term of service for Human Services Advisory Board member Anne Laukaitis ends December 31st. She is eligible and is recommended to be reappointed to serve another term.

Bobby Conner has resigned from his position on this Board due to family illness. It is requested to remove his name from the roster.

Representative recommendation is Anne Laukaitis.

REQUESTED ACTION:

Provide information.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Commissioner Appointments for 2021

BRIEF SUMMARY:

The following chart outlines commissioner appointments to various boards and committees and appointments as liaisons to the surrounding municipalities for 2021.

REQUESTED ACTION:

Motion to approve the commissioner appointments for 2021 as set forth in the agenda.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- 2020 Board Appointments
- Proposed 2021 Board Appointments

2020 COMMISSIONER BOARD APPOINTMENTS

NAME OF BOARD	MEMBER	LIAISON	ALTERNATE	VOTE	NOTES
ACT Work Ready Community Committee	Poole				
Active Living and Parks Commission		Shue		N	
Cabarrus County Animal Protection Advisory Board		Kiger			
Cabarrus County Board of Education - Business Mtg.		Kiger	Honeycutt	N	
Cabarrus County Board of Education - Work Session		Honeycutt	Kiger	N	
Cabarrus County Partnership for Children (Smart Start)	Morris			Y	
Cabarrus Planning and Zoning Commission		Kiger	Shue	N	
Cabarrus-Rowan Urban Area MPO Transportation Adv. Comm.	Poole		Kiger	Y	
Cardinal Innovations (replaced PBH)	Morris				
Cardinal Innovations Commissioner Advisory Board	Shue				
Centralina Council of Government Executive Board	Shue				
Centralina Council of Government Board of Directors	Shue				
Centralina Economic Development Commission	Downs				Term ends 2/28/22
Centralina Workforce Development Consortium	Poole			Y	
City of Concord		Kiger		N	
City of Kannapolis		Morris		N	
City of Locust		Shue		N	
Cooperative Extension Service		Honeycutt		N	
Council of Planning – NC 73 Corridor	Honeycutt		Poole	Y	
Early Childhood Task Force	Poole				
Exit 49 Taskforce		Poole	Downs	Y	
Fire Departments & First Responder Advisory Committee		Poole	Shue	N	
Forester of Cabarrus County		Shue		N	
Home and Community Care Block Grant Advisory Committee	Honeycutt			N	
Human Services Advisory Board	Honeycutt			Y	
Juvenile Crime Prevention Council	Morris			Y	
Kannapolis Board of Education		Shue	Kiger	N	
Library Board of Trustees		Morris		N	
Local Emergency Planning Committee		Honeycutt		Y	
Mental Health Advisory Board		Poole			
Public Health Authority of Cabarrus County	Morris			Y	Term ends 6/30/19
Region F Aging Advisory Committee		Shue		N	
Rowan-Cabarrus Community College Board of Trustees		Morris		N	Term ends 6/30/21
Senior Centers Advisory Council		Honeycutt		N	
Soil & Water Conservation District		Shue		N	
Tourism Authority (CVB)	Honeycutt			Y	Term ends 6/30/21
Town of Harrisburg		Kiger		N	
Town of Midland		Shue		N	
Town of Mt. Pleasant		Poole		N	
Transportation Advisory Board		Morris		N	
Water and Sewer Authority (WSACC)	Poole & Marshall			Y	Term ends 6/30/21
Watershed Improvement Commission		Morris		N	
Youth Commission		Kiger		N	

PROPOSED 2021 COMMISSIONER BOARD APPOINTMENTS

NAME OF BOARD	MEMBER	LIAISON	ALTERNATE	VOTE	NOTES
ACT Work Ready Community Committee					
Active Living and Parks Commission				N	
Cabarrus County Animal Protection Advisory Board					
Cabarrus County Board of Education - Business Mtg.				N	
Cabarrus County Board of Education - Work Session				N	
Cabarrus County Partnership for Children (Smart Start)				Y	
Cabarrus Planning and Zoning Commission				N	
Cabarrus-Rowan Urban Area MPO Transportation Adv. Comm.				Y	
Cardinal Innovations Commissioner Advisory Board					
Centralina Council of Government Executive Board					
Centralina Council of Government Board of Directors					
Centralina Economic Development Commission	Downs				Term ends 2/28/22
Centralina Workforce Development Consortium				Y	
City of Concord				N	
City of Kannapolis				N	
City of Locust				N	
Cooperative Extension Service				N	
Council of Planning – NC 73 Corridor				Y	
Early Childhood Task Force	Kiger				Term ends 7/31/22
Exit 49 Taskforce			Downs	Y	
Fire Departments & First Responder Advisory Committee				N	
Forester of Cabarrus County				N	
Home and Community Care Block Grant Advisory Committee				N	
Human Services Advisory Board				Y	
Juvenile Crime Prevention Council				Y	
Kannapolis Board of Education				N	
Library Board of Trustees				N	
Local Emergency Planning Committee				Y	
Mental Health Advisory Board					
Public Health Authority of Cabarrus County	Morris			Y	Term ends 6/30/22
Region F Aging Advisory Committee				N	
Rowan-Cabarrus Community College Board of Trustees		Morris		N	Term ends 6/30/21
Senior Centers Advisory Council				N	
Soil & Water Conservation District				N	
Tourism Authority (CVB)	Honeycutt			Y	Term ends 6/30/21
Town of Harrisburg				N	
Town of Midland				N	
Town of Mt. Pleasant				N	
Transportation Advisory Board				N	
Water and Sewer Authority (WSACC)	Poole & Marshall			Y	Term ends 6/30/21
Youth Commission				N	

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Designation of Voting Delegate for NCACC Legislative Goals Conference

BRIEF SUMMARY:

The NCACC Legislative Goals Conference will be held by virtual platform Thursday and Friday, January 14-15, 2021. Each county is requested to designate a commissioner or other official as a voting delegate. The deadline to submit the delegate form is Monday, January 11, 2021.

REQUESTED ACTION:

Motion to designate a commissioner as the County's voting delegate.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▣ Voting Delegate Form



Designation of Voting Delegate to NCACC Legislative Goals Conference

January 14-15, 2021 (Thursday – Friday) | *VIA VIRTUAL FORMAT

Each Board of County Commissioners is hereby requested to designate a commissioner or other official as a voting delegate for the 2021 Legislative Goals Conference *(held via Virtual format). Each voting delegate should complete the following statement and **return it to the Association no later than Monday, January 11, 2021.**

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the North Carolina Association of County Commissioners 2021 Legislative Goals Conference.

Voting Delegate Name: _____

Title: _____

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

Alternate Voting Delegate Name: _____

Title: _____

Article VI, Section of the Association's Constitution provides:

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

Please return this form to Alisa Cobb via email by Monday, January 11, 2021 close of business:

Email: alisa.cobb@ncacc.org

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Resolution Establishing the Board of Commissioners' 2021 Meeting Schedule

BRIEF SUMMARY:

The following resolution establishes the Boards' meeting schedule for 2021.

Regular meetings that will fall on Tuesday due to holidays are:

* January 19, 2021 (Martin Luther King, Jr.)

Work sessions that will fall on Tuesday due to holidays are:

* April 6, 2021 (Easter)

* July 6, 2021 (Independence Day)

* September 7, 2021 (Labor Day)

REQUESTED ACTION:

Motion to adopt resolution.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Draft Resolution



**RESOLUTION
ESTABLISHING THE REGULAR MEETING SCHEDULE
FOR CALENDAR YEAR 2021**

WHEREAS, the regular agenda work sessions of the Cabarrus County Board of Commissioners are currently held on the first Monday of each month at 4:00 p.m. in the Multipurpose Room at the Governmental Center; and

WHEREAS, the regular meetings of the Board of Commissioners are held on the third Monday of each month at 6:30 p.m. in the Commissioners' Meeting Room at the Governmental Center; and

WHEREAS, the Cabarrus County Board of Commissioners' 2021 meetings may be conducted remotely in a virtual setting, as allowed by the Board's Remote Participation Policy; and

WHEREAS, the Martin Luther King, Jr. holiday requires a change in the regular meeting date in January 2021; and

WHEREAS, the Easter, Independence Day, and Labor Day holidays require a change in the agenda work session meeting dates in April, July, and September 2021; and

NOW, THEREFORE, BE IT RESOLVED, the Cabarrus County Board of Commissioners, pursuant to North Carolina General Statute 153A-40(a), does hereby:

- (1) Establish the Board's regular agenda work session schedule to meet at 4:00 p.m. in the Multipurpose Room at the Governmental Center on the following dates:

January 4, 2021
February 1, 2021
March 1, 2021
April 6, 2021 (*Tuesday*)
May 3, 2021
June 7, 2021

July 6, 2021 (*Tuesday*)
August 2, 2021
September 7, 2021 (*Tuesday*)
October 4, 2021
November 1, 2021
December 6, 2021

- (2) Establish the Board's regular meeting schedule to meet at 6:30 p.m. in the Commissioner's Meeting Room at the Governmental Center on the following dates:

January 19, 2021 (*Tuesday*)
February 15, 2021
March 15, 2021
April 19, 2021
May 17, 2021
June 21, 2021

July 19, 2021
August 16, 2021
September 20, 2021
October 18, 2021
November 15, 2021
December 20, 2021

- (3) Sets quarterly summits for scheduled at the Cabarrus Arena and Events Center on January 20, 2021, April 21, 2021, July 21, 2021 and October 20, 2021 at 6:00 p.m.
- (4) The Board will hold a Budget Public Hearing meeting June 7, 2021 at 6:30 p.m. in the Commissioners; Meeting Room at the Governmental Center; and
- (5) Sets the NCACC Legislative Goals Conference in Raleigh, North Carolina on January 14 – 15, 2021; and
- (6) Sets a Board retreat, at the Cabarrus Arena and Events Center on February 26 at 4:00 p.m. and February 27 at 8:00 a.m.; and
- (7) Sets the NACo Legislative Conference in Washington, DC, on February 20-14, 2021; and
- (8) Sets the NCACC County Assembly Day and Legislative Reception in Raleigh TBD; and
- (9) Sets budget workshop meetings on April 22 and June 10, 2021 from 4:00 – 8:00 p.m. in the Multipurpose Room in the Governmental Center; and
- (10) Sets the NACo Annual Conference in Travis County, Austin, Texas on July 16 – 19, 2021; and
- (11) Sets the NCACC Annual Conference in Wilmington, NC on August 12 - 14, 2021; and

BE IT FURTHER RESOLVED that any recessed, special or emergency meeting will be held as needed with proper notice as required by North Carolina General Statute 153A-40.

Adopted this the 21st day of December, 2020.

_____, Chairman
Board of Commissioners

Attest:

Lauren Linker, Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Lease/Purchase Agreement with The Conservation Fund

BRIEF SUMMARY:

A draft Lease/Purchase Agreement with The Conservation Fund for the St. Stephen's Church Road Property is attached. The County Attorney has completed an initial review and staff is working with The Conservation Fund on some changes to the payment schedule to better match the approved Capital Improvement Plan and funding availability. The purchase of the property is scheduled in late December so staff is requesting that the Board of Commissioners approve an exception and consider approval of this item at the December work session.

REQUESTED ACTION:

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

Motion to approve the Contract for Sale of Real Estate between The Conservation Fund and Cabarrus County and authorize the County Manager to execute the agreement on behalf of Cabarrus County, subject to review or revisions by the County Attorney; and to authorize the Finance Director to complete all necessary budget amendments and project ordinances.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Draft Agreement
- ▣ Property Survey

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (this "Agreement") is entered into this ___ day of November, 2020, by and between **THE CONSERVATION FUND, A NON-PROFIT CORPORATION**, organized and existing under the laws of the State of Maryland with a business address at 1655 North Fort Myer Drive, Suite 1300, Arlington, Virginia 22209 ("Seller"), and **CABARRUS COUNTY BOARD OF COMMISSIONERS**, a municipal division of the State of North Carolina, with an office at Post Office Box, 708 Concord, North Carolina 28026 ("Purchaser").

RECITALS:

A. Seller and Heartleaf Bend LLC, a Georgia limited liability company ("Heartleaf"), have entered into a Contract of Sale of Real Estate (the "Seller Acquisition Contract") for the purchase and sale of approximately 615.96 +/- acres of land located in Purchaser, North Carolina, as more fully described in the Seller Acquisition Contract (the "Property").

B. Upon acquisition of the Property, Seller is willing to sell to Cabarrus County the Property subject to and conditioned upon the terms and conditions stated herein.

NOW THEREFORE, for and in consideration of the mutual entry into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, hereby agree as follows:

THE AGREEMENT:

1. **PROPERTY**. Seller agrees to sell and Purchaser agrees to buy, on the terms and conditions set forth in this Agreement, the Property, as more particularly described on Exhibit A attached hereto and incorporated herein. The Property is being sold in "**AS IS**" condition as provided in 1.2 below, and is being conveyed subject to all covenants, easements, restrictions and reservations of record and any matters that might be revealed by a current and accurate

survey, including all mineral rights previously retained, transferred or otherwise severed from the Property.

1.1. **Conditions Precedent to Closing.** Seller's obligation to sell the Property in accordance with the terms of this Agreement is conditioned upon Seller successfully acquiring title to the Property under the Seller Acquisition Contract.

1.2. **AS-IS, WHERE-IS.** EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE, AND HAS NOT AUTHORIZED ANYONE ELSE TO MAKE, ANY REPRESENTATIONS AS TO: (A) THE EXISTENCE OR NON-EXISTENCE OF ACCESS TO OR FROM THE PROPERTY OR ANY PORTION THEREOF; (B) THE LOCATION OF THE PROPERTY OR ANY PORTION THEREOF WITHIN ANY FLOOD PLAIN, FLOOD PRONE AREA OR WATERSHED; (C) THE AVAILABILITY OF WATER, SEWER, ELECTRICAL, GAS OR OTHER UTILITY SERVICES; (D) THE NUMBER OF ACRES IN THE PROPERTY; (E) THE PRESENT OR FUTURE PHYSICAL CONDITION OR SUITABILITY OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL STATUS OF THE PROPERTY; (F) ANY OTHER MATTER OR THING RELATING TO THE PROPERTY OR THIS AGREEMENT. PURCHASER EXPRESSLY ACKNOWLEDGES THAT: (A) NO SUCH REPRESENTATIONS HAVE BEEN MADE BY SELLER (OR ON SELLER'S BEHALF) AND, IN ENTERING INTO THIS AGREEMENT, PURCHASER DOES NOT RELY ON ANY REPRESENTATIONS OTHER THAN THOSE SET FORTH HEREIN AND PURCHASER HAS INSPECTED THE PROPERTY, OR CAUSED AN INSPECTION OF THE SAME TO BE MADE ON PURCHASER'S BEHALF, AND IS THOROUGHLY FAMILIAR AND FULLY SATISFIED THEREWITH. PURCHASER SHALL TAKE TITLE TO AND POSSESSION OF THE PROPERTY IN "AS IS" CONDITION, AS OF THE DATE THEREOF, SUBJECT TO WEAR AND TEAR UNTIL THE SETTLEMENT DATE. SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING TO THE PROPERTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT

LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER SHALL BE SOLELY RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS OR LICENSES REQUIRED BY PURCHASER TO CARRY ON ITS INTENDED OPERATIONS AT THE PROPERTY.

2. **EARNEST MONEY DEPOSIT.** Intentionally omitted.

3. **PURCHASE PRICE.** The purchase price for the Property shall be calculated and paid by Purchaser as follows (the "Purchase Price"):

3.1. **Lump Sum Purchase Price.** If the Purchase Price is paid by Purchaser in one lump sum payment at the Initial Closing (as that term is defined below), the Purchase Price shall equal Three Million Five Hundred Four Three Thousand One Hundred Twenty-Five (\$3,543,125), and shall be paid by Purchaser at the Initial Closing (as defined below in Section 4(a)), in cash, certified funds, or by wire transfer of federal or other immediately available funds.

3.2. **Installment Purchase Price.** Purchaser may elect to purchase the Property through a series of installments. If Purchaser elects to acquire the Property through installments, the total Purchase Price shall be paid in three (3) installment payments (the "Installment Payments") featuring a First Installment Payment, Second Installment Payment and a Third Installment Payment, in such amounts as set forth below:

The First Installment Payment: shall equal to One Million and 00/100 Dollars (\$1,000,000.00) and shall be due and payable in cash at the time of the Initial Closing; and

The Second Installment Payment: shall equal of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00) and shall be

due and payable on July 19, 2021 (the “Second Installment Payment Date”); and

The Third Installment Payment: shall equal One Million Two Hundred Ninety-Three Thousand One Hundred Twenty-Five and 00/100 Dollars (\$1,293,125.00) and shall be due and payable on July 18, 2022(the “Third Installment Payment Date”).

3.3 Method of Payment of the Installment Purchase Price. The First Installment Payment shall be paid by Purchaser in cash, certified funds, or by the wire transfer of federal or other immediately available funds at Initial Closing (collectively referred to as “Cash Payments”). All subsequent Installment Payments may be paid by Purchaser through Cash Payments.

4. **INITIAL CLOSING.**

4.1 Initial Closing. The initial closing of the transaction contemplated hereunder (the “Initial Closing”) shall occur immediately following Seller’s closing on its acquisition of the Property under the Seller Acquisition Contract, which is expected to occur on or before December 18, 2020. The Initial Closing shall be no later than December 31, 2020. If Seller’s closing under the Seller Acquisition Contract is delayed or extended, Seller shall so notify Purchaser and the Initial Closing hereunder shall be extended by an equivalent period of time.

4.2 Installment Purchase Closings

Closing Dates. If Purchaser elects to complete its purchase of the Property through Installment Payments, Seller and Purchaser shall conduct a series of phased closings to coincide with the due date of each Installment Payment as set forth in Section 3.2 (the “Phased Closings”). The Initial Closing shall be the first Phased Closing and each subsequent Phased Closing shall be conducted on the

Second Installment Payment Date and the Third Installment Payment Date as provided herein.

4.3. Real Property Interests to be Transferred at the Initial Closing and each Phased Closing (if applicable).

(a) Closing Related to Full Payment of Purchase Price. If Purchaser pays the full Purchase Price at the Initial Closing Seller shall convey to Purchaser fee simple interest in the Property at the Initial Closing.

(b) Closings Related to the Installment Payments. If Purchaser elects to purchase the Property through Installment Payments, at each Phased Closing Seller shall convey to Purchaser an undivided one-third fee interest in the Property upon receipt of the applicable Installment Payment in the amount set forth in Section 3.2. Seller and Purchaser acknowledge and agree that the full 100% ownership interest in the Property shall be conveyed to and the Installment Payment Purchase Price shall be paid in full by Purchaser on or by the Third Installment Payment Date.

4.4. Location of Closing. The Initial Closing and all subsequent Phased Closings, if applicable, shall be conducted by the Title Company, at a location to be determined.

4.5. Conveyance of Undivided Interest in the Property subject to a Condition Subsequent. Each conveyance of an undivided interest in the Property made by Seller to Purchaser, except for the conveyance granted in connection with the final Installment Payment that represents payment in full of the Installment Payment then due and owing, shall be made subject to the condition subsequent that Purchaser pay the remainder of the Installment Purchase Price in full, in accordance with this Agreement (“Condition Subsequent”). In the event that this Condition Subsequent is not satisfied and the parties are unable to resolve the

broken Condition Subsequent under procedures set forth in Section 11.1 of this Agreement, Seller may elect to cause a partition of the Property, so that Seller becomes the sole fee simple owner of a portion of the Property, the location and boundaries of which shall be determined in Seller's sole discretion, (the "Partitioned Property"), provided that the value of the Partitioned Property does not equal more than one hundred twenty percent (120%) of the sum of a) the Installment Payments still due and owing by Purchaser under Section 3.2 of this Agreement and b) all reasonable costs incurred by Seller in implementing the partition, including costs for survey, appraisal, document preparation and recordation costs of the deed; and c) reasonable anticipated costs that will be incurred upon resale of the Property. Purchaser shall convey its undivided percentage interest in the Partitioned Property to Seller, free and clear of any and all claims held or alleged to be held by Purchaser in and to the Partitioned Property, and Seller will convey its undivided percentage interest in the remainder of the Property to Purchaser, in its "as – is" condition, without representation or warranty. Purchaser and Seller agree to cooperate and execute all necessary documents and further assurances required to implement the partition of the Property, as described above. This Condition Subsequent will not merge with any of the deeds granted by Seller to Purchaser in connection with this transaction, but shall survive each closing contemplated herein.

5. **RIGHT OF ENTRY AND INSPECTION** The Purchaser may enter upon the Property at reasonable times, with notice and consent of Seller, for surveying, structural inspection, title examination and other reasonable purposes related to this transaction for a period which shall terminate on November 30, 2020 (the "Inspection Period"). Purchaser may not perform any soil borings or perform other invasive testing without the prior consent of Seller. Purchaser hereby indemnifies and holds harmless Seller from and against any and all claims, liens, damages, losses, and causes of action which may be asserted by Purchaser's employees, agents, or any third party who enters upon the Property or conducts tests related to the Property at the request of or on behalf of Purchaser or its agents, provided that such indemnification and hold harmless shall not apply to claims arising out of the willful or wanton conduct of Seller. If,

at the end of the Inspection Period, Purchaser is dissatisfied with the findings, Purchaser shall have the right to terminate this Agreement upon written notice to Seller on or before the end of the Inspection Period. Then, in that event, this Agreement shall become null and void and of no further force and effect. FAILURE OF PURCHASER TO DELIVER NOTICE SHALL BE DEEMED A WAIVER OF HIS RIGHT TO OBJECT AND ACKNOWLEDGEMENT THAT THE PROPERTY IS ACCEPTABLE FOR ALL PURPOSES.

6. **DOCUMENTS; TITLE INSURANCE.** Purchaser, at Purchaser's option, may obtain a title insurance commitment pursuant to which the Title Company shall issue to Purchaser, at Purchaser's expense and option, a standard coverage owner's policy of title insurance insuring title to the Property in the proportional amount of fee simple ownership and proportional Purchase Price paid at each Phased Closing .

7. **TITLE.** At the Initial Closing and each applicable Phased Closing, Seller shall execute and deliver to Purchaser a good and sufficient special warranty deed (the "Deed"), conveying good and marketable title to the applicable percentage interest in the Property as established by the provisions of Section 3.2, subject to any easements, restrictions, covenants, agreements, documents and instruments of record in the land records of Cabarrus County, North Carolina. Seller shall convey the Property to Purchaser using the legal description contained in the deed from Heartleaf to Seller (the "Seller Deed"). Any warranties of title are expressly limited to the Property as described in the Seller Deed.

8. **TAXES.** Taxes and general assessments for all years prior to Initial Closing shall be paid by Seller. All taxes and assessments for the Property for the current tax year shall be prorated as of the date of Initial Closing.

9. **COSTS AND FEES.** All closing fees, including but not limited to, transfer taxes, escrow costs, recording fees and title insurance premium, shall be paid by Purchaser. Notwithstanding the foregoing, the parties do not anticipate any transfer taxes being assessed in connection with this transaction, since it falls within the statutory exemption for nonprofit land conservation organizations.

10. RESPONSIBILITIES OF SELLER AND CABBURRUS COUNTY AS TENANTS IN COMMON. Seller and Purchaser shall hold their respective undivided interests in the Property as tenants in common. Throughout the duration of time that Seller and Purchaser hold title to the Property as tenants in common, Purchaser shall be solely responsible for the operation and management of the Property and all of the costs related to the ownership, management and operation of the Property, including but not limited to payments for real property taxes and assessments, and shall not seek any contribution from Seller. Any fees or revenues collected by Purchaser in allowing the public to use the Property for recreational use shall be deemed the sole property and revenues of Purchaser and Seller waives any and all rights to share in such profits and revenues, it being Seller's intention to allow any recreational use of its undivided percentage interest in the Property for no charge. Purchaser shall release Seller from any and all liability or claims of liability arising from all use of the Property during their period of common ownership. During the period of Purchaser and Seller's tenancy and common, Purchaser shall bear the entire of risk of any loss or losses occurring to the Property under any and all circumstances, including but not limited to losses arising from fire, weather and storm damage.

11. DISPUTE RESOLUTION; DEFAULT AND DAMAGES.

11.1 Dispute Resolution. The parties will attempt in good faith to promptly resolve any controversy, claim, default or dispute arising out of or relating to this Agreement through negotiations between representatives and senior executives of the parties who have the authority to settle the controversy. A representative of each party will communicate for a period of at least thirty (30) days in an attempt to resolve the matter.

11.2 Purchaser Default. In the event that: (a) all of the conditions to this Agreement for the benefit of Purchaser shall have been satisfied, or waived by Purchaser; (b) Seller shall have fully performed or tendered performance of its obligations under this Agreement; but (c) Purchaser is unable or unwilling to

perform Purchaser's obligations under this Agreement, and the parties are unable to resolve the dispute pursuant to the provisions of Section 11.1 above, then Seller, may pursue against Purchaser any remedy available at law or equity, including a suit for specific performance or monetary damages and those remedies available under this Agreement.

11.3 Seller Default. If Seller shall default on its obligation to consummate the transaction contemplated hereunder, and the parties are unable to resolve the dispute pursuant to the provisions of Section 11.1 above, then Purchaser may elect, at Purchaser's sole option to terminate this Agreement and be released from its obligations hereunder.

12. NOTICES. All notices required or permitted hereunder will be deemed to have been delivered only upon sending of such notice. All notices required or permitted hereunder shall be given by hand delivery, or sent by telecopier, Federal Express or other courier for delivery, directed as follows:

If to Seller: THE CONSERVATION FUND
77 Vilcom Center Drive, Suite 340
Chapel Hill, NC 27514
Attention: David Proper
Cell number: 919-215-5337
Email address: dproper@conservationfund.org

With Copy To: THE CONSERVATION FUND
1655 North Fort Myer Drive, Suite 1300
Arlington, Virginia 22209
Attention: Christopher Bell, Deputy General Counsel
Phone: 703-525-6300 Fax: 703-525-4610

If to Purchaser: CABARRUS COUNTY BOARD OF COMMISSIONERS
65 Church Street S.
Concord, North Carolina 28025
Attn: Jonathan B. Marshall, Deputy County Manager
Phone: _____ Fax: _____
Email: _____

13. Miscellaneous.

13.1 Broker's Commission. Seller and Purchaser each represent to the other that each has not contracted with any broker or finder with regard to this transaction.

13.2 Certificate. At or prior to Closing, Seller shall furnish to Purchaser a duly executed Certificate of Non-Foreign Status in the form attached to this Agreement as **Exhibit B.** Seller hereby declares and represents to Purchaser that Seller is not a "foreign person" for purposes of withholding of federal tax as described in such Certificate.

13.3 Assigns. Purchaser may not assign this Agreement and its right as the purchaser hereunder without the written consent of Seller, which may be withheld, in Seller's absolute discretion. Such assignment shall not relieve Purchaser of its obligations under this Agreement in the absence of express release from Seller to be granted in Seller's sole discretion.

13.4 Binding Effect. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of Seller.

13.5 Exhibits. The exhibits attached hereto constitute an integral part of this Agreement and are hereby incorporated herein by reference.

13.6 Counterparts. This Agreement may be executed in counterparts, all of which shall constitute one agreement which shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

13.7 Severability/Rules of Construction. If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect. Each party has fully considered, negotiated and participated in the drafting of this Agreement. Accordingly, if any ambiguity or question of intent or interpretation arises after the Effective Date, then no presumption or burden of proof shall arise either favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

13.8 Entire Agreement. This Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party thereto.

13.9 Authority. Each party to this Agreement warrants to the other that the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.

13.10 Further Actions. Each party shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey the Property to Purchaser and to vest in each party all rights, interests and benefits intended to be conferred by this Agreement.

13.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of North Carolina.

13.12 Recognition of Assistance. If Purchaser erects or maintains signage at entrances to the Property or at any visitor center or other public facility or display located on the Property such signage shall, as additional consideration for the transfer of the Property to the State, include the statement: “This Property was acquired with the assistance of The Conservation Fund (www.conservationfund.org).”

13.13 Public Announcements. Purchaser and Seller shall not issue or make any reports, statements or releases or other communications to the public with respect to this

Agreement, or the transactions contemplated hereby without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

14. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the last date signed by either party.

15. **WAIVER.** Purchaser hereby and knowingly waives any potential right Purchaser may have to receive compensation or contribution relating to the Property to which Purchaser may be entitled from the Seller pursuant to the provisions of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., Superfund, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published and/or promulgated pursuant to said laws.

16. **NON-MERGER.** The obligations and rights pursuant to this agreement are not to be merged with the deed for the Initial Closing and all Phased Closings (if applicable) but are intended to survive the delivery of all deeds and the completion of all closings and obligations hereunder. ***IN WITNESS WHEREOF***, the parties have executed this Agreement as of the last date below written.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CONSERVATION FUND, A NON-PROFIT CORPORATION,
a Maryland nonstock corporation

By: _____
Its: _____

Date: _____

CABARRUS COUNTY BOARD OF COMMISSIONERS,
a municipal division of the State of North Carolina

By: _____
Its: _____

Date: _____

Approved as to form and legality:

Purchaser Attorney's Office

By: _____
Name:
Title:

EXHIBIT A

DESCRIPTION OF THE PROPERTY

EXHIBIT B

AFFIDAVIT OF NON-FOREIGN STATUS

Section 1445 and Section 6045 of the Internal Revenue Code provide that the Transferee of a real property interest must withhold tax if the Transferor is a foreign person and must provide certain sales related information to the Internal Revenue Service. To inform _____ (**collectively** the "Transferee") that withholding of tax is not required upon its disposition of a U.S. real property interest, which is more particularly described herein, **THE CONSERVATION FUND** (the "Transferor"), hereby certifies that:

1. Transferor is not a non-resident alien for purposes of U.S. income taxation.
2. Transferor's tax identification number is: 52-1388917.
3. Transferor's principal business address is: 1655 North Fort Myer Drive, Suite 1300, Arlington, VA 22209.
4. The gross sales price of this transfer is: \$ _____.

Transferor understands that this affidavit and information contained herein will be disclosed to the Internal Revenue Service by the Transferee and that any false statement made herein by Transferor could be punished by fine, imprisonment, or both.

Under penalties of perjury, Transferor declares that Transferor has examined this certification and, to the best of Transferor's knowledge and belief, it is true, correct and complete.

TRANSFEROR:

The Conservation Fund
A Non-Profit Corporation

By: _____

Christopher D. Bell
Deputy General Counsel

Date: _____

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Emergency Management - Adoption of Ordinance Amending Chapter 34, Fire Prevention and Protection of the Cabarrus County Code of Ordinances - Public Hearing 6:30 p.m.

BRIEF SUMMARY:

The Cabarrus County Emergency Management/Fire Marshal's Office recommends the attached revisions to Chapter 34, Fire Prevention and Protection, Section 34-30 (2) of the Cabarrus County Code of Ordinances, to clarify the intent of the section on voting eligibility concerning fire district matters.

REQUESTED ACTION:

Hold a public hearing.

Motion to adopt the ordinance amending Chapter 34, Fire Prevention and Protection of the Cabarrus County Code of Ordinances.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Steven Langer, Emergency Management Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Ordinance

ORDINANCE AMENDING CHAPTER 34
(FIRE PREVENTION AND PROTECTION)
OF THE
CABARRUS COUNTY CODE OF ORDINANCES

BE IT ORDAINED by the Cabarrus County Board of Commissioners that Chapter 34, Fire Prevention and Protection, of the Code of Ordinances, Cabarrus County, North Carolina, is hereby amended to read as follows:

ARTICLE I. IN GENERAL

Secs. 34-1--34-25. Reserved.

ARTICLE II. FINANCIAL ASSISTANCE TO FIRE DEPARTMENTS

Sec. 34-26. Offered to qualified departments.

The County will offer financial assistance for the maintenance and operation of any volunteer fire department of a fire district qualifying for financial assistance under the terms of this article in an amount determined by the county manager, consistent with the policies of the Cabarrus County Board of Commissioners, not to exceed \$3,000.00 per year, and by revenue collected from the fire district tax, provided a tax district has been established in accordance with G.S. 69-25.1 et seq. for the area served, and by revenues generated by sales tax when the County selects ad valorem sales tax calculation.

(Ord. of 12-2-85, § 1; Ord. of 4-3-86, § t; Ord. of 4-7-86, § 1; Ord. of 6-17-96)

Sec. 34-27. Participating departments to file budgets with Cabarrus County Fire Marshal's Office.

A volunteer fire department desiring financial assistance under this article shall file a budget with the Cabarrus County Fire Marshal's Office by April 15 each year for the following fiscal year. Budgets will be submitted on forms provided by the Fire Marshal's Office.

(Ord. of 12-2-85, § 2; Ord. of 4-3-86, § 2; Ord. of 4-7-86, § 2)

Sec. 34-28. Inspections of participating fire departments by the Cabarrus County Fire Marshal.

The Cabarrus County Fire Marshal shall make regular inspections of each fire department receiving payments under this article. At least one inspection shall be made annually, but the Fire Marshal may make other such inspections as deemed necessary. During the course of such inspections, the Fire Marshal shall determine whether the department is continuing to meet the minimum standards as specified in this article, and the findings reported to the Cabarrus County Board of Commissioners.

(Ord. of 12-2-85, § 3; Ord. of 4.3-86, § 3; Ord. of 4-7-86, § 3)

Sec. 34-29. Notice of deficiency; time period for corrections.

If during any inspection the Fire Marshal determines that the fire department is not meeting the minimum standards as set forth in this article, a

notice of deficiency must be given in writing by the Fire Marshal to the fire chief and at least two officers of the corporation of the fire department. This notice shall specify the period of time within which the deficiencies must be corrected, provided that the length-of the period of time shall be reasonable and in any event shall not be less than 15 days. At the end of the specified period, an inspection shall be made by the Fire Marshal to determine if the deficiencies have been corrected. If the deficiencies have not been corrected, the Fire Marshal shall notify the Cabarrus County Board of Commissioners with a recommendation to contract with another department to provide service until deficiencies have been corrected.

(Ord. of 12-2-85, § 4; Ord. of 4-3-86, § 4; Ord. of 4-7-86, § 4)

Sec. 34-30. Minimum standards for qualification.

Each fire department desiring to qualify for the financial assistance provided for under this article shall meet the following minimum standards:

(1) The fire department shall be incorporated as a nonprofit corporation under state law. A copy of the department's charter and current by-laws shall be on file in the Fire Marshal's Office.

(2) Elections of at least a portion of the board of directors for the incorporated fire department shall be held at least every year by the voting membership of the corporation. The voting membership must include ~~but is not limited to~~ either residents of the fire tax district which have registered with the Cabarrus County Board of Elections and are eligible to vote in a general election, or all resident property owners of the district.

(3) No absentee or proxy votes will be allowed, nor shall such election be conducted by mail.

(4) Notice of an annual meeting to elect officers shall be given by notice in local newspapers and as prescribed in the department's by-laws, or be a fire department lawfully established by a city, town or sanitary district and operate under the laws and provisions governing such departments.

(5) Each fire department shall have a fire chief, an assistant chief, other necessary officers and personnel with a minimum of 19 firefighters who are eligible firemen, in accordance with G.S. 118-38. A list of all members, their addresses, their telephone numbers, and social security numbers must be given to the Cabarrus County Fire Marshal's Office on or before July 1 of each year and within ten days of the addition of new members.

(6) All active members of a fire department in good standing shall have a County issued ID card, and a department issued car plate to identify them as a bona fide firefighter. No one other than an active or retired member in good standing shall be allowed to have this identification in his possession. The department issued car plate will be visible from the front of any vehicle running emergency warning devices as defined by NC General Statutes.

(7) Each fire department shall maintain a class 9 or better rating with the insurance services office and shall have and maintain equipment as required by the state department of insurance for initial certification. These are minimum requirements; therefore, efforts should be made toward improving fire protection through equipment purchases and water supply development. All

equipment specified shall be kept in good condition and operative at all times. Primary pumpers shall be subjected to an annual service test, as prescribed by the ISO, and records of the test shall be filed with the Cabarrus County Fire Marshal's Office.

(8) Each department shall carry liability insurance on its personnel and equipment in the indemnity amount of at least \$1,000,000.00, and further holding the county harmless from any responsibility for damages, claims, or expenses resulting from the activities of its firefighters or from the operation of its equipment. Each fire department shall also carry worker's compensation insurance on its active members in order to provide those members with the benefits of the worker's compensation act. A certificate of insurance for each department shall be on file at the Fire Marshal's Office.

(9) The fire department shall carry out an organized training program which shall provide a minimum of 36 hours per year training. The training program shall include the training and qualifying of apparatus drivers. Written records shall be kept on all drills and include subject taught, instructor, hours, and members attending.

(10) The fire chief for each department is responsible for stressing safety throughout the department and all phases of the department activities. Emphasis shall be placed on safe driving of department owned apparatus and the firefighter's personal automobile to emergencies, as well as on safe practices while fighting a fire. Only qualified drivers shall drive the fire apparatus. Drivers shall operate apparatus with caution at all times and allow no one but active firefighters to ride the apparatus when it is on call to a fire or other emergency.

(11) The senior fire officer within whose area a fire emergency occurs is the authority on the fire scene or when a fire occurs outside a recognized fire district the senior fire officer of the first arriving department shall be the authority, unless incident falls under jurisdiction of other agency as granted by NCGS.

(12) The senior fire officer responsible for the fire emergency shall make a full investigation of each fire to determine, if possible, the cause of the fire. A report of the findings of this investigation shall be forwarded to the Fire Marshal within 30 days of the fire on forms designed by the National Fire Reporting System. If evidence shows the fire may be incendiary or if persons are injured or a fatality occurs, the Fire Marshal and other necessary state and local officials shall be notified immediately.

(13) The department shall furnish to the Cabarrus County Board of Commissioners an independent audit of receipts and disbursements for the fiscal year conducted by an accountant certified by the state. This audit, including a financial statement for the previous fiscal year and an auditor's opinion, shall be submitted to the Fire Marshal's Office by December 31 of each year for previous fiscal year.

(14) The fire chief shall be responsible for filing all reports required by local, state and federal agencies.

(15) Each department involved with the medical first responders program shall provide basic life support to sick and injured persons and shall work under the guidelines set forth by the first responder ordinance.

(16) Each department shall provide a means of notifying members of a fire call. (Ord. of 12-2-85, § 5; Ord. of 4-3-86, § 5; Ord. of 4-7-86, § 5)

(17) Departmental operational policies will be in accordance with all local, state and federal standards. Policies adopted by 2/3 majority of the Cabarrus County Fire Service Board (CCFSB). and approved by the Cabarrus County Fire Marshal's Office will be considered county-wide policy and will be followed by all contracted fire departments. Failure to follow policies by departments will be considered deficiencies under Section 34-29 of this ordinance.

(18) The Fire Marshal will maintain a current manual on all approved policies, and provide a copy to all contracted fire services. The Fire Marshal is responsible for updating each department issued manual. The copy maintained on file in the Fire Marshal's office will be considered the official manual.

(19) Approved policies will be reviewed annually by the Fire Marshal, changes or deletions will be brought before the CCFSB. The Fire Marshal can change or delete policies based upon changes in state or federal requirements without approval of the CCFSB.. All agencies will be notified at least 60 days prior to any effective changes.

Sec. 34-31. Duties of Fire Marshal.

The duties of the Cabarrus County Fire Marshal are:

(1) Act as a liaison between the fire departments and the County Manager and the Cabarrus County Board of Commissioners and shall keep them informed on matters involving fire departments, fire districts, and tax districts.

(2) Aid in planning, organizing and developing new departments, facilities and districts.

(3) Be an advisor to the County Manager and the Cabarrus County Board of Commissioners concerning insurance ratings of fire districts.

(4) Assist in developing a comprehensive training program for all county fire departments.

(5) Advise fire departments on equipment purchases, maintenance, and repair.

(6) Make yearly inspections of all departments to see that they conform to minimum standards on insurance services offices, class 9 rating and the requirements of the county fire ordinance.

(7) Make fire prevention inspections of schools, as required by G.S. Ch. 115; day care facilities, as authorized by G.S. Ch. 110; inspections required by the department of social services.

(8) Administer the county fire prevention code and make inspections relevant to enforcement of the code.

(9) Make investigations, along with other officials, of fires, as required by G.S. 58-79-1.

(10) Assist fire departments in developing fire prevention and pre-fire planning programs within their respective districts.

(11) Assist school authorities, businesses, and other citizens in developing fire prevention and life safety education programs for their respective facilities.

(12) Maintain reporting system for the collection and use of data concerning fires.

(13) Coordinate the use of the communications system by the fire departments to ensure prompt notification and response to all fire calls.

(14) Respond to major fires to assist the officer in charge in coordinating the activities of fire departments at that call.

Ord. of 12-2-85, § 6; Ord. of 4-3-86~ § 6: Ord. of 4-7-86, § 6)

Secs. 34-32-34-50. Fireworks

In addition to the rules and regulations stated in Chapter 33 of the North Carolina State Fire Prevention Code, which is adopted by reference in this chapter, the Board of County Commissioners adopts the following provisions:

- (1) The County Fire Marshal is here by authorized by the Board of Commissioners pursuant to N.C. G.S. § 14-413, to issue permits for use of pyrotechnics (fireworks) within the County. The County Board of Commissioners also delegates the authority to the governing bodies of The City of Kannapolis, City of Concord, and Town of Harrisburg in Cabarrus County to approve public exhibitions of pyrotechnics to be exhibited, used, or discharged within the corporate limits of each respective jurisdiction listed, pursuant to the provisions of NCGS § 14-413 (a1). The fire code official of the local jurisdiction must hold a fire level III certification, inspect the display site, and ensure the display can be performed in full compliance with the North Carolina State Fire code, NFPA standards and issue appropriate permit(s) where applicable. The Cabarrus County Fire Marshal Office will issue permits for all other municipal jurisdictions within Cabarrus County and the un-incorporated areas of the County.
- (2) No person shall engage in the use of pyrotechnics for public display without first completing an application and obtaining approval from the Fire Marshal's Office 10 days in advance of such use. The names and addresses of all operators and assistants must appear on the application and a copy of the license issued by the Office of State Fire Marshal for each operator and assistant must be provided with the application.
- (3) The County Fire Marshal shall issue a permit only after all requirements of this ordinance and the State Fire Code have been met, the appropriate fees paid, and the applicant has posted a bond or certificate of **insurance. The bond or certificate of insurance shall be in the amount of at least \$500,000.00 to cover damages to real or personal property and an additional \$500,000.00 to cover damages for personal injuries.**

ARTICLE III. FIRE PREVENTION CODE

Sec. 34-51. Adoption.

(a) Except as hereinafter amended, the provisions of the North Carolina Fire Prevention Code with all included Appendixes, (hereafter referred to as the N.C. Fire Code) current edition, adopted by the North Carolina Building Code Council is hereby adopted and made applicable as the Fire Prevention Code of Cabarrus County. The specific provisions of the aforesaid state building code herein referred to as the Fire Prevention Code are hereby incorporated into this section as fully as if set out herein verbatim.

(b) The listed standards and publications which comprise a part of the Fire Prevention Code, as the same may be periodically revised and updated, shall be applicable and enforced within the county.

(c) Amendments' to the North Carolina Fire Prevention Code, which are adopted and published by the North Carolina state Building Code Council, shall be effective on the date prescribed by the North Carolina State Building Code Council.

(d) The North Carolina State Building Code volume that is titled Administration & Enforcement Requirements is hereby referenced for the administration of the North Carolina Fire Prevention Code, current edition for periodic inspection of building altered, repaired or rehabilitated in accordance with the Existing Building Code.

Sec. 34-52. Penalties.

(a) Any person who violates or fails to comply with any provision of the N.C. Fire Code, as adopted, amended, or augmented, or who shall violate or fail to comply with any order made in connection with the fire prevention code, or who shall build in violation of any specifications or plans submitted under the N.C. Fire Code, or any certificate or permit issued there under, shall be guilty of a misdemeanor and punished in accordance with section 1-7.

(b) The imposition of a penalty for any violation shall not excuse the violation or permit it to continue and all such violations shall be corrected within the time specified.

(c) Violations of this code shall constitute either a misdemeanor or, at the election of the county, shall subject the offender to a civil penalty upon the issuance of a citation for the violations.

(d) In addition to the civil penalties, any provision of the code that makes unlawful a condition existing upon or use made of real property may be enforced by injunction and order abatement by the general court of justice. When a violation of such provision occurs, the county may apply to the appropriate division of the general court of justice for a mandatory or prohibitory injunction and/or order of abatement commanding the defendant to correct the unlawful condition or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings including the rules of civil procedure.

(e) An order of abatement may direct that the buildings or other structures on the property be closed, demolished or removed; that fixtures, furniture or

other movable property be removed from any building on the property; that abandoned or junked vehicles be removed; that improvements or repairs be made; or that any other action be taken that is necessary to bring the property into compliance with the N.C. Fire Code. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he may be cited for contempt, and the county may execute the order of abatement. The county shall have a lien on the property for the cost of executing an order of abatement in the nature of a mechanic's and material-man's lien. The defendant may secure cancellation of an order of abatement by paying all cost of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties to the clerk of superior court in an amount approved by the judge before whom the matter is heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement within a time fixed by judicial order. Cancellation of an order of abatement shall not suspend or cancel an injunction issued in conjunction therewith.

(Ord. of 8-16-93, § 4)

Sec. 34-53. Enforcement and duties.

(a) N.C. Fire Code, shall be enforced by the Cabarrus County Emergency Management Department or by such other organization designated to undertake such activities or by contract executed and entered into with other appropriate fire prevention organizations.

(b) Fire Inspectors will be appointed as required to enforce the Code and to perform required inspections. The Fire Inspectors will report to their supervisors in their respective departments. Assignment of specific areas of responsibility shall be made by the county manager. (Ord. of 8-16-93, § 2)

Sec. 34-54. Periodic inspections.

(a) Subject to the limitations and condition stated in the N.C. Fire Code, it shall be the duty of the Fire Inspectors to inspect all buildings, structures, and premises within this jurisdiction for the purposes of ascertaining and causing to be corrected any condition which may cause a fire or an explosion or endanger life from fire or explosion. The inspector shall determine any violations of the provisions of the code or any other ordinances pertaining to fire or explosion hazards. These inspections and determinations will be done in accordance with the periodic inspection schedule for occupancies as approved by the state building code council or upon complaint by interested parties or if there is probable cause for such inspections.

(b) Fire inspections shall be conducted in accordance with the following schedule or more frequently:

(1) Group 1. Annual inspections shall be conducted in the following hospitals, nursing homes, chemical plants, movie theaters, auditoriums, high rise buildings, businesses storing hazardous materials, gymnasiums, restaurants, stadiums with capacities of 100 or more persons and interior common areas of multi-occupant residential structures.

(2) Group 2. Biennial inspections shall be conducted in industries and educational buildings other than public schools.

(3) Group 3. Triennial inspections shall be conducted at all other businesses. Example: offices, banks, barber shops, bowling alleys, florists, retail stores, churches and synagogues.

(4) Group 4. Public schools shall be inspected at least two times per year. (Ord. of 8-16-93, § 3)

State law reference-Investigation of fires and inspection of premises. G.S. 58-79-1 et seq.

Sec. 34-55. Issuance of notice of violation by Fire Inspectors.

(a) Fire Inspectors are empowered to issue notices of violation when such Fire Inspectors have reasonable cause to believe that any person has violated any provision of the N.C. Fire Code.

(b) The service of orders or notices for the correction of violations of the code shall be made upon the owner, occupant or other person responsible for the conditions, either by personally delivering a copy of same to such person or by delivering the same to and leaving it with any person in charge of the premises or by sending a copy of the order or notices by certified or registered mail to the owner's last known address.

(c) When buildings or their premises are occupied by one other than the owner under a lease or agreement, the orders or notices issued to correct violations of the code shall apply to the occupant thereof; provided that where the order or notices require the making of additions to or changes in the premises themselves which may become part of the real property of the owner, then in such cases, the orders or notices shall also be issued to the owner of the premises or real property. Failure to deliver an order or notice to the owner, if other than the occupant, shall not invalidate such order or notices.

(d) The notice of violation shall specify the penalty to be imposed on the violator and shall direct the violator to submit the penalty payment to the Emergency Management Department within 15 business days to pay the penalty. The penalty imposed shall be adopted by the Cabarrus County Board of Commissioners by resolution and posted in the fee schedule by the Cabarrus County Fire Marshal.

(e) The notice of violation may specify a period during which the violator must correct the violation. If the violation is not corrected within the specified time, the violator shall be guilty of a new and separate offense.

(f) If the violator does not pay the penalty within the 15 business days after the issuance of the notice of violation, a delinquency charge as listed in the adopted fee schedule, shall be added to the amount specified in the notice of violation and notice of the delinquency charge shall be mailed to the violator. The delinquency notice shall also inform the violator that a criminal summons will be issued against him if the specified penalty and the delinquency charge are not paid within five business days after the date of the delinquency notice.

(g) If the penalty and delinquency charges are not paid within the time allowed, the Cabarrus County Emergency Management Department may have a criminal summons issued against the violator of the N.C. Fire Code. Upon conviction, the violator shall be subject, in addition to any criminal penalty the court may impose pursuant to the provisions contained in the state building code, to the penalty specified in the notice of violation and the delinquency charge.

(Ord. of 8-16-93, § 5)

Sec. 34-56. Permits.

(a) It shall be the duty of the Fire Inspectors to evaluate applications and issue, if approved, all permits as prescribed in N.C. Fire Code.

(b) No person shall maintain, store or handle materials or conduct processes which produce conditions hazardous to life or property or install equipment used in connection with such activities without a permit as required by the N.C. Fire Code. Before a permit may be issued, the Cabarrus County Fire Marshal or his/her representative shall inspect and approve the receptacles, vehicles, buildings, structures, storage areas, devices, processes or conditions related to the permit.

(c) Applications for permits required pursuant to N.C. Fire Code shall be made to the Fire Inspectors on forms provided by the county. All applications shall be accompanied by the applicable permit fee as established by the county. The required permit fee shall be in a fee schedule. Printed schedules of the permit fees shall be available to the public at the Emergency Management Department, and shall be on file at the county clerk's office

(d) The fire inspector is authorized to waive the permit fee for governmental, religious or charitable organizations.

(Ord. of 8-16-93, § 6)

Sec. 34-57. Permit fees.

The schedule of fire prevention permit fees is not printed in this article but is on file and available in the county offices. (Ord. of 8-16-93, § 8)

Sec. 34-58. Administrative procedures.

(a) *Fire code violations.* Fire code violations shall be handled as follows:

(1) If an inspector writes a citation (two part form), the yellow copy is given to the violator and the white copy is filed with the Emergency Management Department.

(2) The violator will make payment to the county Emergency Management department. The Emergency Management Department will process the payment and forward the collected fees to the Cabarrus County Finance Department.

(4) The Emergency Management Department will match the copy of the citation sent to the finance department with the copy on file. If a payment is delinquent, the Cabarrus County Fire Marshal will be notified for code enforcement.

(5) The fire official pursues payment, assigns late fees, issues additional citations, or initiates prosecution.

(b) *Permits.* Permit requests shall be handled as follows:

(1) The Department receives permit requests and permit payments.

(2) Application and payment are reviewed to insure that the application is complete and correct payment has been received.

(3) A ledger entry will contain date, type of permit, address of applicant, check number and amount of check.

(4) The permit application is processed by the permit type, any violations are reviewed, and the date of last inspection noted.

(5) The permit is signed by the fire official for issue.

(6) The permit is issued and a copy filed. (Ord, of 8-16-93, § 7)

Sec. 34-59. Open Burning Regulations

(a) Open burning within 100 feet of a structure will be regulated by the Cabarrus County Fire Marshal's Office.

(1) Open burning must meet all provisions of the N. C. Fire Code and North Carolina Administrative Code Title 15A, Chapter 2, Subchapter 2D, . 1900, Control and Prohibition of Open Burning, prior to the issuance of any permit. "No burning of refuse that is in violation of any state or local Air Quality Open Burning Regulations will be allowed."

(2) Debris burning falling under the jurisdiction of the North Carolina Department of Natural Resources shall meet their required permit conditions. All requirements of the N. C. Fire Code shall be met along with any other State Laws.

(b) Burning Site Requirements

(1) The location of the material to be burned shall be a minimum of 50 feet from any structure. If a possible hazard exists, the Fire Official may require this distance to be increased.

(2) Piles of material to be burned should be done in a safe manner. This would also include BONFIRES for different events. Bonfires used for ceremonial and religious purposes (schools, civic groups, churches) may take place when all regulations are met. Materials used for Bonfires must also comply with the Air Quality regulations.

(3) Only natural materials, such as limbs, brush, grass, leaves, or wood may be burned.

(4) A competent person shall constantly attend the fire until such fire is extinguished.

(5) A garden hose with suitable water supply or other fire extinguishing equipment, as deemed acceptable by the fire official, shall be readily available for immediate use during the course of the fire until such fire is extinguished.

(c) Permits

(1) A permit from the Cabarrus County Fire Marshal is required for bonfires and certain land clearing and may include the following:

(A) A site inspection may be required before burning is to be done.

(B) The applicant shall verify all information and shall read all the rules and regulations on the permit. The applicant will then be required to sign the permit acknowledging responsibility to obey these regulations.

(C) It will be the responsibility of the applicant to keep this permit available at the burn site at all times.

(2) A permit is required to conduct any live fire training exercises for fire department personnel. All applicable N. C. State permits and notifications must be obtained by the instructor prior to conducting the training. A complete copy of all paperwork required to conduct a live burn exercise must be on file with the Cabarrus County Fire Marshal's Office before a permit will be issued for the exercise.

(d) Nuisance Burning

(1) If any time during the burning, the smoke and/or odors create a nuisance by causing physical irritation exacerbating a documented medical condition, visibility impairment or causes a hazard determined by the fire official, the fire official may order the fire to be extinguished. Open burning / nuisance burning is enforceable by the Cabarrus County Fire marshal Office within 100 feet of structures.

(2) If at any time during the burning, the regulations regarding open burning are not met or are neglected in any way, the fire shall be extinguished

(3) All open burning which includes, but is not limited to brush, limbs, leaves, farm lands, fields and clearing of land shall stop in the event of a burning ban issued by the North Carolina Forest Service or the Cabarrus County Fire Marshal Office.

(4) Willful neglect and/or willful violations of the N. C. Fire Code shall be subject to a civil citation.

(e) Burning Ban

(1) In the event that the Cabarrus County Fire Marshal's Office issues a ban on outdoor burning within 100 feet of a structure, then all local Open Burning Permits issued shall be deemed invalid with no issuance of any new permits until such ban is lifted by the Cabarrus County Fire Marshal's Office. During this ban, no open burning shall be conducted at all within 100 feet of a structure; this includes any outdoor burning at residences. A civil citation will be issued for violations.

(2) A burning ban on outdoor burning within 100 feet of a structure may be issued by the Cabarrus County Fire Marshal's Office in the event that atmospheric conditions or local circumstance make such fire hazardous.

(3) Local conditions that may warrant a burning ban include, but are not limited to:

(A) Flammable and/or combustible liquid spills or leaks close to a burning site.

(B) A hazardous materials incident where the proximity of the burn site could cause a possible ignition source or prove hazardous to operations controlling the incident.

(C) The proximity of adjacent structures or other such hazards.

(4) In the event a burning ban is issued all permit holders shall be notified through the news media that the permit is invalid and fires shall be extinguished immediately. In conjunction with North Carolina Forest Service burning ban the Cabarrus County Fire Marshal's Office shall issue a burning ban of all-open burning within 100 feet of a structure and all fires shall be extinguished immediately. The local press shall be notified by the Fire Marshal's Office that such ban is in effect and that no permits will be issued until such ban is lifted and no open burning will be allowed.

(5) Any burning ban issued by the Fire Marshal's Office shall be repealed in the same manner.

(f) Extinguishing illegal fires, nuisance burning, and fires when burning bans are in effect or all other fires that fall under this ordinance, the N. C. Fire Code and the State regulations.

(1) The responding fire department has the authority to extinguish any fire that does not meet this ordinance, the N. C. Fire Code and State regulations which includes but are not limited to illegal fires, nuisance burning and fires when burning bans are in effect.

(2) The Fire Marshal's Office or its authorized representative has the authority to extinguish any fire that does not meet this ordinance, the N. C. Fire Code and State regulations which includes, but are not limited to illegal fires and nuisance burning and fires when burning bans are in effect..

(3) The Fire Marshal's Office or its authorized representative does not have to be present to order the extinguishment of the fire. If the owner or person burning refuses to let the fire department extinguish the fire then the fire department can have the Fire Marshal's Office paged and a representative from that office will respond to assist the fire department.

(4)The Fire Marshal's Office may respond to any nuisance burning when the person will not allow the fire department to extinguish the fire.

(5) The Fire Marshal or a representative of that office may respond to any illegal burning when requested. The Fire Marshal or a representative of that office does not need to be present to order the fire extinguished. The fire department can extinguish the fire and fax any information about the fire to the Fire Marshal's Office and they will investigate. If there is a problem with the person who is burning, the Fire Marshal or a representative of that office will respond to assist the fire department.

(6) If any citations are to be issued that fall under this ordinance or N. C. Fire Code it will be issued by the Fire Marshal's Office.

Adopted this 21st day of December, 2020.

_____, Chairman
Cabarrus County Board of Commissioners

ATTEST:

Lauren Linker, Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

EMS - Ambulance Fee Increase

BRIEF SUMMARY:

Adjust ambulance fees to align with the NC BCBS fee schedule to be consistent with common EMS industry practice. Attachment provides additional detail. Recommendation for fee increase have been reviewed with the EMS Third Party Billing Vendor (EMS MC).

REQUESTED ACTION:

Motion to approve ambulance fee increase to be effective on January 1, 2021.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jimmy Lentz, EMS Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- EMS Ambulance Fee Increase

Cabarrus County EMS

28026

Level Of Service	2020 Medicare (Urban)	Cabarrus County Current Rates	NC BCBS fee schedule	Proposed Fee Changes.	Change
ALS NE A0426	\$270.03	\$400.00	\$436.29	\$436.29	\$36.29
ALS E A0427	\$427.55	\$612.71	\$690.78	\$690.78	\$78.07
BLS NE A0428	\$225.03	\$350.00	\$363.57	\$363.57	\$13.57
BLS E A0429	\$360.04	\$515.97	\$581.71	\$581.71	\$65.74
ALS 2 A0433	\$618.82	\$886.82	\$999.82	\$999.82	\$113.00
Specialty Care Transports A0434	\$731.33	\$1,048.05	\$1,181.60	\$1,181.60	\$133.55
Treatment No Transport Fee		\$200.00	\$143.18	\$200.00	No Change
Mileage A0425	\$7.62	\$10.91	\$12.30	\$12.30	\$1.39
DOA Transport	\$360.04	\$200.00		\$360.04	\$160.04

Level of Service	Med Center Air Rates
ALS NE A0426	270.03
ALS E A0427	427.55
BLS NE A0428	225.03
BLS E A0429	360.04
ALS 2 A0433	618.82
Rural Mileage A0425	7.62

Prepared by: EMS Management & Consultants, Inc.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Accounting Update of Capital Project Funds

BRIEF SUMMARY:

As major projects are completed the Capital Project Funds need to be updated. Limited Obligation Bonds (LOBS) 2016, 2017, and 2018 and the School Capital Projects Funds are being updated through the enclosed budget amendment and project ordinance updates.

For account tracking purposes, the attached budget amendment closes out LOBS 2016, a portion of LOBS 2017 and LOBS 2018. This amendment will allow the remaining \$138,896.99 budget for Kannapolis Middle School to be tracked in the new School Capital Projects Fund. The amendment also transfers \$425,483.61 in available budget from the LOBS 2017 Fund to the Community Investment Fund to assist with the payment of debt service and future capital projects.

This agenda item includes Capital Project Ordinance updates to LOBS 2016, LOBS 2017, LOBS 2018 and School Capital Projects Fund based on the budget amendment. Also updated in each project ordinance is Section III. d. where additional direction is provided for excess funding to be returned to the General Fund, the Community Investment Fund or another Capital Project Fund based on the needs of the County.

REQUESTED ACTION:

Motion to approve budget updates to the Limited Obligation Bonds series 2016, 2017, 2018 and the School Capital Projects Fund and the associated project ordinances.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ LOBS Budget Amendment
- ▣ Fd 368 School Debt Project Ordinance
- ▣ Fd 369 LOBS 2017 Proj Ord
- ▣ Fd 370 LOBS 2018 Proj Ord
- ▣ Fd 390 School Capital Projects Ordinance

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

This budget amendment closes out Fund 368 LOBS 2016 a portion of Fund 370 LOBS 2018 and a portion of Fund 369 LOBS 2017 and for tracking purposes transfers the remaining \$138,896.99 budget for the Kannapolis Middle School to the School Capital Projects Fund. This budget amendment also transfers \$425,483.61 in available budget from the Fund 369 LOBS 2017 to the Community Investment Fund to assist with future debt service payments or free up County funding for capital projects.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
368	6	0000-6701	Interest on Investment	502,598.67	0.36		502,599.03
368	9	7404-9820	Construction - KMS (County Funded Portion)	36,976,535.93		41,685.96	36,934,849.97
368	9	7404-9825	Contra Sales Tax - KMS (County Funds)	(492,844.31)		17,425.87	(510,270.18)
368	9	7404-97404	Contribution to Capital Projects Fund (Fd 390)	-	59,112.19		59,112.19
370	9	0000-9704	Contribution to General Fund	943.60	2,507.33		3,450.93
370	6	0000-6701	Interest on Investment	221,795.00	14,364.51		236,159.51
370	9	7345-9825	Contra Sales Tax - HRES	(455,724.85)		49,399.06	(505,123.91)
370	9	0000-9708	Contribution to Capital Projects Fund (Fd 390)	528,958.19	61,256.24		590,214.43
			Interest to be drawn down within project fund 370 to cover items previously funded by County (originally non debt) freeing up County funds to be used on other projects				
369	9	0000-9704	Contribution to General Fund	3,363.72	3,071.81		6,435.53
369	6	6701-6701	Interest on Investment	1,083,333.98	447,083.98		1,530,417.96
369	9	0000-970118	Contribution to the Community Investment Fd	-	425,483.61		425,483.61
369	9	0000-97404	Contribution to Capital Projects Fund (Fd 390)	-	18,528.56		18,528.56
			Interest to be drawn down within project fund 368 to cover items previously funded by County (originally non debt) freeing up County funds to be used on other projects				
100	6	9120-6910-2017	Contribution from Capital Proj Fd - LOBS 2017	-	425,483.61		425,483.61
100	9	0000-9830-AVAIL	Other Improvements	5,401,695.00	425,483.61		5,827,178.61
				-			

390	6	7404-6910-KMS	Contribution from Capital Proj Fd - (LOBS 2016)	-	59,112.19		59,112.19
390	6	7404-6910-KMS	Contribution from Capital Proj Fd - (LOBS 2017)	59,112.19	18,528.56		77,640.75
390	6	7404-6910-KMS	Contribution from Capital Proj Fd - (LOBS 2018)	77,638.75	61,256.24		138,894.99
390	9	7404-9820-KMS	Construction - KMS	-	138,896.99		138,896.99
				-			

Budget Officer

- Approved
 Denied

Signature

Date

County Manager

- Approved
 Denied

Signature

Date

Board of Commissioners

- Approved
 Denied

Signature

Date

CABARRUS COUNTY SCHOOL CONSTRUCTION DEBT FUND 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 Public Schools. Details of the projects are listed in section D. 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.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Capital Reserve Contribution	\$13,121,802
General Fund Contribution	1,336,500
Limited Obligation Bonds	84,944,452
Public School Building - Lottery funds	1,600,000
Interest Income	502,599
TOTAL REVENUES	\$101,505,353

- D. The following appropriations are made as listed.

Royal Oaks Elementary School	\$23,835,178
Mt. Pleasant Middle School	33,374,308
Kannapolis Middle School	41,568,518
Legal Fees/Closing Costs	740,370
Contribution to Capital Reserve Fund	1,750,700
Contribution to Capital Projects Fund	233,193
Contribution to General Fund	3,086

TOTAL EXPENDITURES	\$101,505,353
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GRAND TOTAL – REVENUES	\$101,505,353
GRAND TOTAL – EXPENDITURES	\$101,505,353

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, Community Investment Fund or other Capital Projects Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 21st day of December, 2020.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
_____, Chairman

ATTEST:

Clerk to the Board

**CABARRUS COUNTY
LIMITED OBLIGATION BONDS 2017 PROJECT
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 of a Parking Deck. 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	\$79,194,879
General Fund Contribution	2,650,083
Capital Projects Fund	7,679,803
Capital Reserve Contribution	9,291,915
Interest Income	1,530,418
TOTAL REVENUES	\$100,347,098

- C. The following appropriations are made as listed.

Financing Costs	\$741,338
General Government	1,653,083
Parking Deck Downtown Concord	13,044,004
Performance Learning Center	3,811,311
West Cabarrus High School	76,291,995
Contribution to General Fund	6,436
Contribution to Capital Reserve Fund	331,709
Contribution to Capital Projects Fund	4,041,738
Contribution to Community Investment Fund	425,484
TOTAL EXPENDITURES	\$100,347,098

GRAND TOTAL – REVENUES	\$100,347,098
GRAND TOTAL – EXPENDITURES	\$100,347,098

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.
 12. The Manager, Finance Director, or designee may create debt financing amendments from estimated projections upon approval by the Board of Commissioners of the debt financing and adjust as needed upon closing.

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, Community Investment Fund or other Capital projects Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 21st day of December, 2020.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
_____, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY LIMITED OBLIGATION BONDS 2018 PROJECT 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 Public Schools. 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.

General Fund Contribution	\$ 901,000
Interest Income	236,160
Capital Project Fund Contribution	668,032
Debt Proceeds	54,680,000
Capital Reserve Contribution	7,942,288
TOTAL REVENUES	\$64,427,480

- C. The following appropriations are made as listed.

Legal Fees	\$ 416,293
HVAC Replacement – Mt. Pleasant High-CCS	3,691,183
Mobile Units – CCS	2,095,676
HVAC Replacement – JN Fries Middle-CCS	3,597,029
Hickory Ridge Elementary-CCS	35,295,150
RCCC – Advanced Technology Center	17,017,484
Land – RCCC	1,721,000
Contribution to General Fund	3,451
Contribution to Capital Projects Fund	590,214

TOTAL EXPENDITURES	\$64,427,480
GRAND TOTAL – REVENUES	\$64,427,480
GRAND TOTAL – EXPENDITURES	\$64,427,480

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, Community Investment Fund or other Capital Projects Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 21st day of December, 2020.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
_____, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY SCHOOL 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 School 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.

Contribution from General Fund	\$ 670,509
Contribution from Capital Projects Fund	9,522,511
Debt Proceeds 2020 Draw Note	49,635,043
Debt Proceeds 2022 Draw Note	6,496,609
Contribution from Capital Reserve Fund	1,662,314
TOTAL REVENUES	\$67,986,986

- C. The following appropriations are made as listed.

CCS Mobile Unit Renovation	\$ 500,000
Concord High Fire Alarm Replacement	89,314
Northwest High Fire Alarm Replacement	89,314
JM Robinson Renovation	81,195
R. Brown McAllister Replacement	450,000
CCS New Middle School	55,299,331
CCS New High School Land	5,214,821
Kannapolis Middle School	138,897
AL Brown Football Stadium ADA/Drainage	228,000
AL Brown Roof Replacement	190,000
RCCC Building 1000 Boiler	105,000
RCCC Building 2000 Roof Replacement	335,000
RCCC CBTC HVAC	265,000
Contribution to Capital Reserve	5,001,114
TOTAL EXPENDITURES	\$67,986,986

GRAND TOTAL – REVENUES	\$67,986,986
GRAND TOTAL – EXPENDITURES	\$67,986,986

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 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.
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- 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, Community Investment Fund or other Capital Project Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 21st day of December, 2020.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
_____, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Cabarrus County Reimbursement Resolution for New EMS Headquarters

BRIEF SUMMARY:

It is requested that the County advance its own funds to pay certain original expenditures associated with the establishment of a new EMS Headquarters. Approval of the attached resolution will allow for the County to pay original expenditures then reimburse itself with proceeds from the Limited Obligation Bond debt to be incurred by the County in the spring of 2022.

REQUESTED ACTION:

Motion to adopt the reimbursement resolution for the establishment of a new EMS Headquarters.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Farrington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Reimbursement Resolution

**EXTRACT FROM MINUTES OF BOARD OF COMMISSIONERS OF
THE COUNTY OF CABARRUS, NORTH CAROLINA**

The Board of Commissioners for the County of Cabarrus, North Carolina, held an electronic meeting at 6:30 p.m. on December 21, 2020, with Stephen M. Morris, Chairman, presiding. The following Commissioners were:

PRESENT: Chairman Stephen M. Morris; Vice Chairman Diane R. Honeycutt and Commissioners F. Blake Kiger, Lynn W. Shue, and Barbara Strang.

ABSENT: [None.]

ALSO PRESENT: Michael K. Downs, County Manager; Susan B. Fearrington, Finance Director; Richard M. Koch, Esq., County Attorney; and Lauren Linker, Clerk to the Board.

* * * * *

Chairman Stephen M. Morris introduced the following resolution and its title was read:

**RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO UNITED STATES
DEPARTMENT OF TREASURY REGULATIONS**

BE IT RESOLVED by the Board of Commissioners of Cabarrus County:

1. The Board hereby finds, determines and declares as follows:

(a) Treasury Regulations Section 1.150-2 (the “Regulations”), promulgated by the United States Department of Treasury on June 17, 1993, prescribes certain specific procedures applicable to certain obligations issued by the County after June 30, 1993, including, without limitation, a requirement that the County timely declare its official intent to reimburse certain expenditures with the proceeds of debt to be issued thereafter by the County.

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the “Original Expenditures”) associated with financing, in whole or in part, (i) the design, acquisition, construction, installation and equipping of one or more new buildings to be used as new EMS headquarter facilities for the County, including the acquisition of any necessary land, easements and rights-of-way, (ii) site development, (iii) any and all related utilities relocation and (iv) various real and/or personal property improvements related to any of the foregoing (collectively, the “EMS Project”).

(c) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and

the maximum principal amount of debt to be incurred with respect to the EMS Project is expected to be \$[16,000,000].

(e) All Original Expenditures to be reimbursed by the County were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursement must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the EMS Project is placed in service or abandoned, but in no event more than 3 years after the Original Expenditure was paid.

2. This resolution shall take effect immediately.

Commissioner _____ moved to approve the passage of the foregoing resolution and Commissioner _____ seconded the motion, and the resolution was passed by the following vote:

Ayes: Chairman Stephen M. Morris, Vice Chairman Diane R. Honeycutt and Commissioners F. Blake Kiger, Lynn W. Shue, and Barbara Strang.

Nays: [None.]

Not Voting: [None.]

* * * * *

I, Lauren Linker, Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners at an electronic meeting held on December 21, 2020, as relates in any way to the passage of the resolutions hereinabove referenced, and that said proceedings are recorded in Minute Book No. [] of the minutes of said Board of Commissioners, beginning at page ___ and ending at page ___.

I DO HEREBY FURTHER CERTIFY that the schedule of regular meetings of said Board of Commissioners has been on file in my office pursuant to North Carolina General Statutes §143-318.12 as of a date not less than seven (7) days before said meeting.

WITNESS my hand and the corporate seal of said County, this 21st day of December, 2021.

Clerk to the Board of Commissioners
for the County of Cabarrus, North Carolina

[SEAL]

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

December 7, 2020
4:15 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Transfer of Funds for 15% Fund Balance Policy and Closure of Capital Reserve Fund

BRIEF SUMMARY:

Per the FY 2021 Budget Ordinance, the sum of General Operating Fund Fund balance in excess of 15% is available for transfer and appropriation to the Community Investment Fund. A summary of the 15% Fund Balance calculation is included for review. Three projects have been identified to fund and the remaining portion can be set aside in the Community Investment Fund for future project allocation.

The Community Investment Fund was established with the FY 2021 Budget year. With the establishment of this fund, there is no longer a need to maintain a separate Capital Reserve Fund. A \$2,400,530.25 budget amendment is required to liquidate the Capital Reserve Fund. This will transfer the tracking of Occupancy Tax reserved for Facility/Field Expansion to the County Capital Projects Fund and the remaining unallocated funds to the Community Investment Fund.

REQUESTED ACTION:

Motion to approve the transfer of funds to the School Capital Projects Fund, the County Capital Projects Fund and the Community Investment Fund based on the 15% Fund Balance Policy and the closure of the Capital Reserve Fund.

Motion to approve the associated budget amendment(s), and project ordinance(s).

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ 15% Fund Balance Calculation
- ▢ Fund Balance Budget Amendment
- ▢ Capital Reserve Budget Amendment
- ▢ Fd 380 County Project Ordinance
- ▢ Fd 390 School Project Ordinance
- ▢ Fd 450 Capital Reserve Project Ordinance

Cabarrus County
Fund Balance Calculation of excess of 15% Policy
June 30, 2020
As of 9-25-2020

Fund Balance 6/30/19		\$	87,885,641	
Revenues over (under) Expenditures FY 20			8,408,639	
Legally budgeted sinking fund principal payment			<u>1,330,000</u>	
Ending Fund Balance 6/30/20			97,624,280	
Nonspendable				
Inventories	\$	280,927		
Prepaid Items		73,658		
Restricted				
Reserve by State Statute (Primarily Accounts Receivable & PO/Contract carry forward)		18,060,428		
Re-appropriations		278,222		
Debt Payments		7,442,697		<<< Includes COPS 2011A Sinking fund
White Goods - Fund Balance		335,724		
Committed				
Unpaid Tax Incentives	\$	3,688,651		
Pension Trust (balance from 6-30-15)		1,576,476		
Re-appropriations		<u>679,845</u>		
Total unavailable for appropriation	\$	32,416,628	net \$	65,207,652
Less				
Assigned			\$	6,652,997
"Reserved" by 15% Fund Balance Policy			\$	<u>42,291,870</u>
				FY 21 Budget 9-14-20 281,945,802
Balance to transfer to Capital Reserve Fund/CIF per policy - Preliminary			\$	<u>16,262,785</u>
				Unassigned Fund Balance 6-30-20 \$ 58,554,655 agrees to Exhibit 3 in 6-30-20 CAFR
Recap:				
FY 20 Revenues over (under) Expenditures			\$	8,408,639
Legally budgeted sinking fund principal payment				1,330,000
Change in Nonspendable/Restricted/Committed since FY19				(3,418,811)
Released Assignments since 6-30-20				(646,191)
Change in 15% set aside				70,832
Excess transfer from FY 19, budgeted but not used				<u>10,518,316</u>
			\$	<u>16,262,785</u>
New Fund Balance Assignments/Commitments in new Year				
FY21 Capital Projects			\$	3,036,022
				7-21-20 BOC
Excess for future projects			\$	<u>13,226,763</u>
Other needs				
EMS Headquarters			\$	3,500,000
Frank Liske Park Barn				3,500,000
Cabarrus County Mobile Unit - Schools				<u>400,000</u>
				Transfer to County Capital Projects Fd Transfer to County Capital Projects Fd Transfer to School Capital Projects Fd
Balance to transfer to Community Investment Fund			\$	<u>5,826,763</u>

Budget Revision/Amendment Request

Date: 12/21/2020

Amount: 13,226,763.00

Dept. Head: Susan Fearington

Department: Finance

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

Based on the 15% Fund Balance policy, \$13,226,763 of funds are being transferred from the General Fund to identified Board approved projects and the Community Investment Fund.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	1960-9708	Contribution to Capital Projects Fund	7,764,572.00	7,400,000.00		15,164,572.00
001	9	1960-970118	Contribution to Community Investment Fund	40,220,000.00	5,826,763.00		46,046,763.00
001	6	1960-6901	Fund Balance Appropriated	3,036,022.00	13,226,763.00		16,262,785.00
				-			0.00
380	6	2730-6902-EMSHQ	Contribution from General Fund	2,500,000.00	3,500,000.00		6,000,000.00
380	9	2730-9820-EMSHQ	Construction	2,670,000.00	3,500,000.00		6,170,000.00
				-			0.00
380	6	8140-6902-BARN	Contribution from General Fund	-	3,500,000.00		3,500,000.00
380	9	8140-9820-BARN	Construction	634,424.00	3,500,000.00		4,134,424.00
				-			0.00
390	6	7210-6902-MOBIL	Contribution from General Fund	500,000.00	400,000.00		900,000.00
390	9	7210-9830-MOBIL	Other Improvements	500,000.00	400,000.00		900,000.00
				-			0.00
100	6	0000-6902-AVAIL	Contribution from General Fund-Available	-	5,826,763.00		5,826,763.00
100	9	0000-9830-AVAIL	Other Improvements-Available	5,401,695.00	5,826,763.00		11,228,458.00
				-			0.00

Budget Officer

- Approved
 Denied

Signature

Date

County Manager

- Approved
 Denied

Signature

Date

Board of Commissioners

- Approved
 Denied

Signature

Date

Budget Revision/Amendment Request

Date: 12/21/2020

Amount: 2,400,530.25

Dept. Head: Susan Fearrington

Department: Finance - Capital Reserve Fund

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

This budget amendment moves the account tracking of the Occupancy Tax reserved for Facility/Field Expansion currently in the Capital Reserve Fund to the County Capital Projects Fund and the remaining unallocated Capital Reserve funds to the Community Investment Fund.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
450	6	8140-6923	Contribution from Convention & Visitors	1,932,937.00	14,327.02		1,947,264.02
450	9	8140-9708-PARKS	Contribution to Capital Projects Fund (Fd 380)	1,932,937.00	14,327.02		1,947,264.02
380	6	8140-6921-PARKS	Contribution from Capital Reserve Fund	-	14,327.02		14,327.02
380	9	8140-9830-UNAL	Other Improvements - Unallocated	-	14,327.02		14,327.02
			Recognized unbudgeted revenue and transfer to County Capital Projects Fund	-			
450	6	7220-6701	Interest on Investment	938,341.00	30,900.98		969,241.98
450	9	7220-9821	Building and Renovations	2,369,629.27		2,369,629.27	0.00
450	9	7220-970118	Contribution to Community Investment Fund	-	2,400,530.25		2,400,530.25
				-			0.00
100	6	0000-6921	Contribution from Capital Reserve Fund	-	2,400,530.25		2,400,530.25
100	9	0000-9830-AVAIL	Other Improvements	5,401,695.00	2,400,530.25		7,802,225.25
				-			0.00
			Recognized unbudgeted revenue and transfer to Community Investment Fund	-			0.00
				-			0.00
				-			0.00
				-			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	49,126,301
Contributions from Capital Projects Fund	25,017,039
Contribution from General Fund	14,358,029
Contribution from Capital Reserve Fund	3,657,664
Contribution from Internal Service Fund	1,065,425
TOTAL REVENUES	\$170,817,435

- C. The following appropriations are made as listed.

Courthouse Site Enabling Construction & Renovation	\$ 134,859,518
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	4,565,425
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
Facility/Field Expansion	14,327
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	6,170,000
TOTAL EXPENDITURES	\$170,817,435

GRAND TOTAL – REVENUES	\$170,817,435
GRAND TOTAL – EXPENDITURES	\$170,817,435

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.
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- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 21st day of December, 2020.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
_____, Chairman

ATTEST:

Clerk to the Board

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Contribution from Capital Projects Fund	9,522,511
Debt Proceeds 2020 Draw Note	49,635,043
Debt Proceeds 2022 Draw Note	6,496,609
Contribution from Capital Reserve Fund	1,662,314
TOTAL REVENUES	\$68,386,986

- C. The following appropriations are made as listed.

CCS Mobile Unit Renovation	\$ 900,000
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RCCC Building 2000 Roof Replacement	335,000
RCCC CBTC HVAC	265,000
Contribution to Capital Reserve	5,001,114
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GRAND TOTAL – REVENUES	\$68,386,986
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 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, Community Investment Fund or other Capital Project Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 21st Day of December, 2020.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
_____, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY CAPITAL RESERVE CAPITAL PROJECT 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 purpose of accumulating and appropriating funds specifically for future County and School capital projects.
- 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.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Interest on Investments	\$ 969,242
Contributions from General Fund	53,951,568
Contributions from Capital Projects Fund	9,553,830
Contributions from CVB	1,947,264
Contributions from other Governments	3,000,000
TOTAL REVENUES	\$69,421,904

- D. The following appropriations are made as listed:

Mt. Pleasant Middle School	3,627,164
Mt. Pleasant Elementary School – Electrical Svc	568,700
Royal Oaks Elementary	4,476,490
Kannapolis Middle School	5,018,148
RCC CBTC A/C Unit Replacement Phase II	330,000
RCCC South Campus Fire Alarm Replacement	112,000
CCS Site Study- Multiple Schools	42,000
J.N. Fries Upfit to Traditional Middle School (FY18)	300,000
AL Brown High School Paving	500,000
CCS 20 Mobile Units-Multiple Schools BC20	2,600,000
CCS Security Cameras	415,246
CCS CCS buses for WCHS & HRES	880,000
New Middle School	240,000
Available for School Construction Projects	65,513
CCS Performance Learning Center	590,709
West Cabarrus High School	7,649,942
Hickory Ridge Elementary School	5,217,804
RCCC Advanced Technology Center (ATC)	2,724,484
Operations Center Building Improvements	850,000
Enterprise Physical Security	300,000
Training & Firing Range Renovations	1,750,000
Public Safety Training Center	75,000
Carolina Thread Trail	59,329
FLP – Lower Lot Restroom	530,595
County Website Development	283,750
Courthouse Expansion	12,519,000
EMS Relocation to Concord Fire #10	375,000
Door Access & Security Camera Network-Sheriff	70,000

ITS – Fiber Infrastructure Improvements	120,000
Radio Network & Ethernet Backhaul & Edge	500,000
Arena Lighting Control System Replacement	235,000
Frank Liske Park Playground Replacement	100,000
EMS Headquarters-Consultant	170,000
Concord Literacy Office	50,000
Operations Center	500,000
Governmental Center Skylight/Roof Repairs	1,611,894
Available for the Construction & Renovation Projects	7,380
Downtown Parking Deck	910,000
Warehouse	141,264
Rob Wallace Park	3,091,047
Arena – Storage Building Replacement	161,000
CVB/Park Projects from Occupancy Tax	1,947,264
Turf fields Capital Projects Fund	500,000
Governmental Center Parking Deck Sealing	350,000
Operations Center Renovations	150,000
Fiber Infrastructure Improvement	300,000
Jail Annex HVAC Replacement	240,000
Sheriff Training & Firing Range Renovations	120,000
Human Services HVAC	180,000
Frank Liske Park ADA Renovations	1,100,000
Frank Liske Park Water Line	420,000
Frank Liske Park Playground Replacement	120,000
Camp Spencer Vending & Archery Building Project	163,337
KCS – AL Brown Football Stadium ADA/Drainage	228,000
KCS – AL Brown Roof Replacement	190,000
RCCC – Building 2000 Reroof	335,000
RCCC – CBTC HVAC Replacement Phase III/IV	265,000
RCCC – South Campus Building 1000 Boiler	105,000
R. Brown McAllister Replacement	450,000
Northwest High Fire Alarm Replacement	89,314
Other County Capital Projects	2,400,530
TOTAL EXPENDITURES	\$69,421,904
GRAND TOTAL – REVENUES	\$69,421,904
GRAND TOTAL – EXPENDITURES	\$69,421,904

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 \$100,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.

4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

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

Adopted this 21st day of December, 2020.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
_____, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Update of Courthouse Funding

BRIEF SUMMARY:

For account tracking purposes, an increase in the GMP #3 for the old Courthouse renovation is required. The funding for the phase of the project will be available in February 2022. Originally the estimate was \$14,090,357. Latest estimates show the cost of GMP #3 at \$16,738,515. A budget amendment and project ordinance is included for your review.

REQUESTED ACTION:

Motion to update the Courthouse GMP#3 renovation estimate and approve the associated budget amendment and project ordinance.

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:

ATTACHMENTS:

- ▣ Fd 380 Amendment
- ▣ Fd 380 Project Ordinance

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department Transfer Between Departments/Funds Supplemental Request

This budget amendment increases the Courthouse Building & Renovations account by \$2,648,158 for a total budget of \$16,738,515 to match the latest GMP #3 estimate. The increase will be funded through the LOBS 2022 draw program.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
380	9	2210-9821-COURT	Building & Renovations	14,090,357.00	2,648,158.00		16,738,515.00
380	6	2210-6918-2022A	Proceeds from COPS/LOBS	46,178,143.00	2,648,158.00		48,826,301.00

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	49,126,301
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
TOTAL REVENUES	\$163,803,108

- C. The following appropriations are made as listed.

Courthouse Site Enabling Construction & Renovation	\$ 134,859,518
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
TOTAL EXPENDITURES	\$163,803,108

GRAND TOTAL – REVENUES	\$163,803,108
GRAND TOTAL – EXPENDITURES	\$163,803,108

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
 - 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 - 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 - 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 - 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
 - 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
 - 8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
 - 9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
 - 10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
 - 11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.

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

Adopted this 21st day of December, 2020.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
_____, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Update of Investment Officers

BRIEF SUMMARY:

A list of Investment Officers by position is being submitted for approval. This will be a change from the previous list of investment officers by name.

The current Investment Policy and a list of approved institutions is included for your information as a reference. No changes have been made to the policy which was last updated and approved by the Board of Commissioners on November 18, 2019. No changes have been made to the approved institution list which was last updated and approved by the Board of Commissioners on June 15, 2020.

REQUESTED ACTION:

Motion to approve the Investment Officer position list.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Farrington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Investment Officer List
- ▣ Investment Policy
- ▣ Approved Institutions

Authorized Investment Officers

Attachment A

Finance Director

Deputy Finance Director

Accounting Supervisor



Cabarrus County Investment Policy

I. Scope

Applicability. North Carolina General Statute (NCGS) 159-30 authorizes local governments to invest all or part of the cash balance of any fund. The Board approved Cabarrus County Investment Policy, (“investment policy”), sets forth procedures for the County’s investment program in order to ensure all public monies are appropriately and safely invested. The term “investment program” encompasses all investment actions in which the Finance Director along with the assistance of the investment officer(s) engage with the purpose of earning investment revenue on public funds. The investment policy and program refer to the **shorter-term investment of operating monies**. The investment of unspent bond proceeds, employees’ retirement monies or other non-operating monies are not within the scope of this policy or managed by this investment program.

Pooling. In accordance with NCGS 159-30(e), Cabarrus County consolidates cash balances from numerous funds, with the possible exception of certain restricted or specialized funds, to maximize investment revenue. Quarterly, investment revenues are allocated across funds based on individual average quarterly fund balances.

II. Objectives

Cabarrus County’s investment program objectives, in order of priority, are:

1. *Safety.* Protecting the principal of public monies is the primary objective of the investment program. Careful consideration of credit and interest rate risks help mitigate the risks of principal losses.
 - a. *Credit risk.* The risk of loss of a security’s value, due to the failure of the issuer of the security, is defined as credit risk. Cabarrus County mitigates this risk by:
 - i. Investing only in legally authorized securities as defined by NCGS 159-30(c).
 - ii. Transacting only with pre-qualified financial institutions, brokers and dealers.
 - iii. Diversifying its portfolio to minimize the effect of an individual security’s loss on the County’s portfolio.
 - b. *Interest rate risk.* The risk of loss of a security’s market value due to changes in interest rates is defined as interest rate risk. Cabarrus County mitigates this risk by:
 - i. Investing primarily in shorter-term securities. The County will not invest in any security with a maturity date of more the five (5) years from the date of purchase without first receiving approval from the Board of Commissioners.
 - ii. Staggering the maturities of investments using a laddering strategy so that maturities will meet cash requirements, avoiding the need to sell on the open market.



Cabarrus County Investment Policy

2. *Liquidity.* Ensuring the County has access to monies to meet anticipated cash needs is defined as liquidity. All investment purchases are made with the intent to hold the investment to maturity. If investment is to be liquidated before maturity, approval of Deputy County Manager or County Manager will be required.
The risk of an illiquid portfolio, however, can be avoided by ensuring a portion of the investment portfolio is placed in the North Carolina Capital Management Trust (NCCMT) accounts or the custodian sweep account. The NCCMT Government portfolio and custodian sweep account offers same-day liquidity and the NCCMT Term portfolio can be accessed according to established time deadlines for the County's operational needs.
3. *Yield.* The County builds its investment portfolio to obtain the best possible actualized yield after fees & investment costs, once the primary objectives of safety and liquidity are met.

III. Standards of care

1. *Delegation of authority.* NCGS 159-30(a) authorizes the Finance Director to manage investments subject to whatever restrictions and directions the governing board may impose. The Finance Director shall have the power to purchase, sell, and exchange securities on behalf of the governing board. NCGS 159-25(a)(6) also requires the county Board appointed Finance Director to supervise the investment of idle funds for the County. With the assistance of the designated investment officer(s) [attachment A], the Finance officer will be responsible for managing the investment program in accordance with the Board approved investment policy. No other individual may engage in any investment transactions on behalf of Cabarrus County.
2. *Due diligence.* The Finance Director and authorized investment officers shall be relieved of personal responsibility in the event unexpected circumstances arise causing a loss of principal, provided due diligence was performed when purchasing the investment. Due diligence is evidenced by purchasing and managing the investment program in accordance with this investment policy.
3. *Conflicts of interest.* The Finance Director and authorized investment officers are prohibited from making personal investments with a broker or dealer with whom Cabarrus County utilizes to purchase investments. In addition, they must disclose, to the County Manager (and to the governing board, at the discretion of the County Manager) any material interests in any financial institutions with whom Cabarrus County utilizes in the investment program. The Finance Director and investment officers must refrain from any act that could impair the ability to make unbiased investment decisions, including any action that could result in personal gain.



Cabarrus County Investment Policy

IV. Safekeeping and custody

Third-party safekeeping. Cabarrus County will contract with a third-party safekeeping institution who will serve as custodian of investments. Investment trades must be executed on a delivery vs. payment (DVP) method to ensure purchased securities are delivered prior to the release of any funds. Evidence of proper safekeeping will be monitored through online access to the County's custodial account. Also, the custodian must present the County with a monthly safekeeping statement.

As investments produce earnings or are liquidated, the funds shall be directly wired either to a bank delegated by the Cabarrus County Board of Commissioners as an official depository and collateralized as required by G.S.159-31 or to an investment account allowable under G.S. 159-30 such as the NCCMT.

1. *Authorized dealers, brokers and financial institutions.* The Finance Director, or authorized investment officer(s), will maintain a listing of approved financial institutions, dealers (primary or regional), and brokers providing investment services to Cabarrus County. Financial institutions, dealers and brokers are selected by the Finance Director and investment officer(s) based upon the broker's experience, knowledge of NC Local Government Investment law (G.S. 159-30) and the needs of Cabarrus County.
 - a. The Finance Director, or authorized investment officer(s) will be responsible for completing the proper due diligence of the approved and proposed financial institutions, dealers (primary or regional), and brokers providing investment services to Cabarrus County. The following documentation must be reviewed before approval and on an annual basis:
 - i. Audited financial statements
 - ii. FINRA (Broker Check)
 - iii. Credit Ratings from at least two reporting agencies

V. Authorized investments

Authorized investments. NCGS 159-30(c) provides a comprehensive listing of legally authorized investments. Cabarrus County's portfolio may only include the classes of securities specifically authorized by this statute. The following is not an exhaustive list but includes the most common legally authorized investments:

1. Obligations of the United States or obligations fully guaranteed as to principal and interest by the United States.
2. Obligations of the Federal Farm Credit Bank, Federal Home Loan Banks, Federal Home Loan Mortgage Corporation, Fannie Mae, and Governmental National Mortgage Association.



Cabarrus County Investment Policy

3. Obligations of the State of North Carolina.
4. Bonds and notes of any North Carolina local government or public authority.
5. Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligation at the date of purchase.
 - a. Examples of nationally recognized rating agencies include Standard & Poors, Fitch and Moodys
6. Participating shares in a mutual fund for local government investment, approved by the Local Government Commission.
 - a. NCCMT Government Portfolio
 - b. NCCMT Term Portfolio
7. Total investment in commercial paper shall not exceed 40% of the total portfolio, the investment of commercial paper of a single issuer shall not exceed 10% of the total portfolio at the time of investment.

VI. Internal controls and reporting

1. *Internal controls.* Adequate segregation of the investment program duties of transacting, approving and reporting will be accomplished by following these internal control procedures:
 - a. The Finance Director will supervise the investment officers to transact directly with financial institutions, brokers and dealers to build and manage the County's investment portfolio.
 - b. The Finance Director or Assistant Finance Director will review, pre-audit and sign documentation of an investment purchase.
 - c. The Finance Director will maintain adequate records to identify all investment purchases and maturities. These records will serve as supporting documentation for all investment journal entries made to the County's general ledger.
 - d. An investment officer will prepare a monthly reconciliation of the County's investment portfolio, supported by a custodial account safekeeping statement, to the County's general ledger.
 - e. The Finance Director or Assistant Finance Director will review the supporting documentation and approve the reconciliation.

At no time may the Finance Director, Assistant Finance Director or any other authorized investment officer perform both the duties of transacting and approving.



Cabarrus County Investment Policy

This investment policy shall be reviewed on an annual basis in November. Any changes must be approved by the Finance Director, Deputy County Manager, or County Manager and the County Board.

2. *Reporting.* An investment officer will be responsible for maintaining adequate records for investments.
 - a. *Schedule of investments.* A schedule of investments will be maintained that includes the security name, purchase date, cost, maturity date, and yield. This schedule will be used as supporting documentation for the monthly reconciliation.
 - b. *Mark-to-market.* At the end of the fiscal year, an investment officer will mark the value of investments, when appropriate, to market value in accordance with the guidance promulgated by the Governmental Accounting Standards Board (GASB). On the monthly reconciliation, an investment officer will report the variance between the cost and market value of investment portfolio. If the Finance Director believes this variance is material, and may adversely impact the financial statements, the Finance Director and investment officer will determine what action, if any, is necessary and will report the decision to the County Manager.
 - c. *Semi-annual LGC-203 report.* A semi-annual report of cash and investments will be prepared and submitted by an investment officer each January and July as required by NCGS 159-33. With the report a supplemental schedule of investments will also be submitted that includes the specific security name, purchase date, cost, maturity date and the market value of each investment as of the report date. This required report provides the Local Government Commission division of the North Carolina State Treasurer's Office with all cash and investment balances at December 31 and June 30.

Cabarrus County
Approved Banking Institutions

<u>Bank</u>	<u>Official Depositories (1)</u>	<u>Investments (2)</u>
Sun Trust	X	
Fifth Third	X	
BB&T	X	X
Regions Bank	X	X
First Bank	X	
North Carolina Cash Management Trust	X	X
Multi-Bank Securities		X
Raymond James		X
UBS		X

(1) Designated as official depositories per **G.S.159-31**

(2) Approved for investing purposes per **G.S.159-30**

Updated May 13, 2020

For approval by BOC on June 15, 2020

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - Cabarrus County Courthouse Expansion Construction Manager at Risk Contract Extension (GMP 2)

BRIEF SUMMARY:

Currently Cabarrus County has a GMP (Guaranteed Maximum Price) based contract with Messer Construction for Courthouse expansion Construction Manager at Risk services. On December 13, 2019, Messer Construction bid out the scope of work for the site enabling portion of the project. This will be referred to as GMP (Guaranteed Maximum Price) #1 and is considered an extension to their original contract which was for preconstruction services. GMP 1.5 was executed in August of 2020 and included the bid packages for the rammed aggregate piers, below grade concrete, and tower crane. Messer has now received an official GMP # 2 bid which represents the remainder of the bid packages for new Courthouse building.

REQUESTED ACTION:

Motion to approve the GMP #2 bid award and authorize the County Manager to execute the contract extension between Cabarrus County and Messer Construction, subject to revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations
Susan Farrington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ GMP-2

Project: 184180-000 Cabarrus County Courthouse

Project: Cabarrus County Courthouse
2400 Executive Street
Charlotte, NC 28208

Proposed Change Order #: External OCO 003
Description: Phase 2.0 - New Courthouse
Status: Not Projected

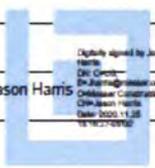
To (Owner): Cabarrus County
85 Church St. S
Concord, NC 28025

Change Order Date: 11/25/2020
Reason For Change: Adjustment
Job Specific Reason:

You are directed to make the following changes in this Contract:

Contract Item	Description	Adds	Deducts	Vendor
000012111.9023xx	Budget Fund - BY	\$81,670,317.00		
	Phase 2 - New Courthouse Increase. Please see below referenced exhibits that are included with this change request.			
	* Exhibit 1 - Phase 2 Cost Breakdown ; Dated 11/25/2020			
	* Exhibit 2 - Phase 2 Clarifications ; Dated 11/25/2020			
	* Exhibit 3 - Phase 2 Specification List ; Dated 11/25/2020			
	* Exhibit 4 - Phase 2 Drawing List ; Dated 11/25/2020			
	* Exhibit 5 - Phase 2 Allowances ; Dated 11/25/2020			
	* Exhibit 6 - Phase 2 Alternates ; Dated 11/25/2020			
	* Phase 2 Project Schedule ; Run Date 11/23/2020			
	Subtotal:	\$81,670,317.00		
	Total for Change Order:	\$81,670,317.00		

The original Contract Sum was	\$7,659,797.00
The net change by previously authorized Change Orders was	\$3,468,545.90
The Contract Sum prior to this Change Order was	\$11,128,342.90
The Contract Sum will be increased by this Change Order in the amount of	\$81,670,317.00
The new Contract Sum including this Change Order will be	\$92,798,659.90
The Contract Time will be increased by the following number of days.....	791
The date of Substantial Completion as of This Change Order therefore is	12/31/2022

Authorized By Owner:	Accepted By Contractor:	Architect/Engineer:
Cabarrus County	Messer Construction Co.	Silling Architects
85 Church St. S	643 W. Court St.	405 Capitol Street
Concord, NC 28025	Cincinnati, OH 45203	Charleston, WV 25301
By: _____	By: 	By: 
Date: _____	Date: _____	Date: Nov 25, 2020
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____

PROJECT: Cabarrus County Courthouse Phase 2
November 25th, 2020

Exhibit 1 - Phase 2.0 Cost Breakdown
Overall Project Recap

PKG#	Description	Value	Subcontractor	MWBE %	Local %
01A	Continuous Clean Up	\$ 397,000	Mr Clean	100%	0%
01B	Final Clean	\$ 222,000	Dawn Til Dusk	100%	0%
01C	General Trades	\$ 423,100	Mr Clean	96%	0%
03A	Building Concrete	\$ 1,481,531	Lithko Contracting Inc	0%	43%
03B	Precast Concrete Planks	\$ -	TBD	-	-
04A	Masonry	\$ 1,739,161	Old Northstate Masonry	6%	0%
05A	Structural Steel and Misc. Steel	\$ 5,352,905	CM Steel	22%	0%
06A	Architectural Millwork	\$ 2,249,400	Stephenson	0%	0%
07A	Waterproofing/Caulking/Sealants	\$ 300,700	Taylor Interiors	100%	0%
07B	Fluid Applied Air Barrier	\$ 482,969	Alpha	0%	0%
07C	Metal and Wood Wall Panels	\$ 1,241,200	Martin Roofing	0%	0%
07D	Precast Concrete Wall Panels	\$ 2,434,600	Eastern Corp	100%	0%
07E	Roofing	\$ 837,200	Johnsons Roofing	10%	0%
07F	Spray Applied Fireproofing	\$ 395,200	Warco	0%	0%
07H	Fire Caulking and Penetrations	\$ 345,406	Alpha	0%	0%
08A	Doors/ Frames/Hardware	\$ 1,176,210	Cook and Boardman	0%	0%
08B	Overhead Coiling Doors	\$ 146,915	DuraServe/OH Door Company	0%	0%
08C	Detention Doors, Frames and Hardware	\$ 221,512	Detention Equipment Services	100%	0%
08D	Glass and Glazing	\$ 4,164,700	1st Choice Glass	10%	0%
08E	Speciality Doors/Fire Doors	\$ 136,000	Won-Door	0%	0%
09A	Framing, Drywall and Plaster	\$ 5,069,000	Precision Walls	0%	0%
09B	Ceramic Tile	\$ 1,525,157	Atalntic Flooring	0%	0%
09C	Acoustical Ceilings/Sound Absorption Panels	\$ 1,130,000	Precision Walls	0%	0%
09D	Resilient Flooring, Carpet, Baseboards and Accessories	\$ 685,787	Bonitz	4%	100%
09E	Terrazzo Flooring	\$ 1,162,000	David Allen Company	10%	0%
09F	Paitining, Staining and Sealants	\$ 402,546	Stencil	0%	100%
10A	Signage, Plaques and Cast Metal Dimensional Characters	\$ 103,344	Rite Lite	100%	100%
10B	Division 10 Specialties	\$ 205,495	RC Specialties	11%	0%
12A	Window Shades	\$ 37,150	Contract Wall Treatment	100%	0%
14A	Elevators	\$ 1,545,000	Otis Elevators	0%	0%
21A	Fire Protection	\$ 1,040,000	Carolina Fire Control	0%	100%
23B	Testing and Balancing	\$ 93,140	National TAB	0%	0%
23C	HVAC and Plumbing Combo	\$ 15,801,604	SPC Mechanical	5%	0%
26A	Electrical	\$ 9,531,033	Rivers Plumbing	14%	0%
27A	Telecommunications	\$ 248,021	Data Communications	100%	0%
31A	Sitework and Furnishings	\$ 2,307,776	Wayne Brothers	4%	100%
32A	Landscaping	\$ 503,449	Metrolina Landscaping	0%	0%
	Allowances	\$ 1,037,540	See Allowance Exhibit	-	-
	Alternates	\$ 875,746	See Alternate Exhibit	-	-
	General Conditions	\$ 4,206,083		-	-
	General Requirements/Safety	\$ 1,066,925		-	40%
	Hoisting	\$ 1,062,522		-	-
	Subtotal	\$ 73,387,027		11.6%	7.6%
	SDI - 1.15%	\$ 843,951		\$ 8,524,211	\$ 5,600,803
	CMaR Contingency - 3%	\$ 2,201,611		MBE Spend	Local Spend
	Owener Contingency	\$ 398,826			
	Escalation	\$ -			
	Building Permit and Plan Review	\$ -			
	Tap Fees (By Cabarrus County)	\$ -			
	BR - DIC - 0.07%	\$ 52,566			
	CM Bond - 0.65%	\$ 525,657			
	CCIP - 2.23%	\$ 1,805,025			
	Fee - 3.10%	\$ 2,455,655			
	GMP Total	\$ 81,670,317			

**Exhibit 1 - Phase 2 Cost Breakdown
General Conditions and General Requirements
11/25/2020**

General Conditions - Staffing

Name	Hours	Rate	Cost
Chris Malinowski - Operations VP	806	\$ 179.76	\$ 144,886.56
Jason Harris - Project Executive	4,032	\$ 134.29	\$ 541,457.28
Steve Wise - Liles support	768	\$ 134.29	\$ 103,134.72
David Price - Quality Control	4,032	\$ 88.81	\$ 358,081.92
Gilberto Diaz - Doc Control	4,032	\$ 71.69	\$ 289,054.08
Kevin Dietrick - Interiors	3,512	\$ 88.81	\$ 311,900.72
Superintendent - Courtrooms	2,455	\$ 115.03	\$ 282,398.65
Spencer Batdorf - BSG Manager/BIM	4,032	\$ 97.39	\$ 392,676.48
Steve Steffens - Superintendent	4,032	\$ 115.03	\$ 463,800.96
MEP Superintendent	3,518	\$ 85.60	\$ 301,140.80
Project Engineer - Sitework/Hardscapes	1,750	\$ 88.81	\$ 155,417.50
Co-op	2,016	\$ 42.80	\$ 86,284.80
Gautham Prasad - BIM	403	\$ 88.81	\$ 35,790.43
Mitch Griffith - Project Accountant	806	\$ 68.48	\$ 55,194.88
Angie Braun - Operations Associate	4,032	\$ 49.22	\$ 198,455.04
Safety Manager	3,680	\$ 97.37	\$ 358,321.60
Prequal/Bidding Support Phase 2	878	\$ 88.81	\$ 77,975.18
Prequal/Bidding Support Phase 3	699	\$ 71.69	\$ 50,111.31
Total:			\$4,206,082.91

General conditions are based on a total of 23 months (2/1/2021-12/31/2022)

**Exhibit 1 - Phase 2 Cost Breakdown
General Conditions and General Requirements
11.25.2020**

General Requirements

Description	Unit	Unit Type	Unit cost	Total
Field office w/ Security Leased	23	mo	\$ 3,862	\$ 88,826
Field office w/ Security mobile	23	mo	\$ 1,263	\$ 29,049
Office equipment & supplies - Leased Space	23	mo	\$ 500	\$ 11,500
Office equipment & supplies - Trailer	23	mo	\$ 100	\$ 2,300
Printer/Copy/Fax/Scanner	23	mo	\$ 500	\$ 11,500
Office Furniture Office Space	1	ls	\$ 12,000	\$ 12,000
Office Network Setup	1	ls	\$ 3,000	\$ 3,000
Office Network Equipment & Service Charges	23	mo	\$ 850	\$ 19,550
Project Management, Pay App, and QA/QC Software	23	mo	\$ 1,500	\$ 34,500
iSqFt software service	1	ls	\$ 1,000	\$ 1,000
GC Pay	23	mo	\$ 150	\$ 3,450
Vplanner - Scheduling	23	mo	\$ 417	\$ 9,583
BIM - Kit	23	mo	\$ 700	\$ 16,100
BIM - Project Command Box	23	mo	\$ 400	\$ 9,200
Surveying - outside of bid categories	1	ls	\$ 20,000	\$ 20,000
Plan & specification reproduction	180	set	\$ 150	\$ 27,000
Project photos	23	mo	\$ 200	\$ 4,600
Temporary electric for construction office - Trailer	23	mo	\$ 150	\$ 3,450
Temporary construction fence modifications	1	ls	\$ 15,000	\$ 15,000
Relocate phase 2 traffic barriers	1	ls	\$ 15,000	\$ 15,000
Toilet service and washing stations	23	mo	\$ 2,500	\$ 57,500
Temporary water useage for job	23	mo	\$ 300	\$ 6,900
Temporary construction power/lighting	23	mo	\$ 9,000	\$ 207,000
Temporary construction power/lighting - Tower Crane	14	mo	\$ 3,000	\$ 42,000
Construction heat - fuel/gas	5	mo	\$ 25,000	\$ 125,000
COVID-19 protocols - handwashing stations	23	mo	\$ 500	\$ 11,500
COVID-19 protocols - hand sanitizer	23	mo	\$ 250	\$ 5,750
COVID-19 protocols - fogging/sanitizing	6	mob	\$ 4,000	\$ 24,000
COVID-19 protocols - misc. supplies and PPE	23	mo	\$ 333	\$ 7,667
Dumpsters	330	ea	\$ 500	\$ 165,000
Vibration monitoring	1	ls	\$ 25,000	\$ 25,000
Temporary Traffic Light	12	mo	\$ 2,500	\$ 30,000
Safety/First Aid	23	mo	\$ 1,000	\$ 23,000
Total:				\$ 1,066,925

General requirements are based on a total of 23 months (2/1/2021-12/31/2022)

**Exhibit 1 - Phase 2 Cost Breakdown
Hoisting Requirements
11.25.2020**

Hoisting Requirements

Description	Unit	Unit Type	Unit cost	Total
Buckhoist - Rental (including operator)	6	mo	\$ 22,029	\$ 132,174
Buckhoist - erect/dismantle/deliver	1	ls	\$ 16,000	\$ 16,000
Trash Chute - erect/dismantle/deliver	1	ls	\$ 5,000	\$ 5,000
Trash Chute - rental	12	mo	\$ 1,000	\$ 12,000
Trash Chute - temp enclosure	1	ls	\$ 7,500	\$ 7,500
Tower Crane - dismantle	1	ls	\$ 30,000	\$ 30,000
Tower Crane (including operator)	14	mo	\$ 43,552	\$ 609,728
Tower Crane (landing platforms / temp enclosures)	3	ea	\$ 12,500	\$ 37,500
Temp stair tower - rental	16	mo	\$ 1,750	\$ 28,000
Temp stair tower - erect/dissmantle/deliver	1	ls	\$ 3,000	\$ 3,000
Elevator Usage - pre turn-over	12	mo	\$ 15,135	\$ 181,620
Total:				\$ 1,062,522

Hoisting requirements are based on a total of 23 months (2/1/2021-12/31/2022)

EXHIBIT 2
Qualifications and Clarifications

11.25.2020

1. This change order includes \$8,524,211 in Minority Spend which equals 11.6% of the cost of work associated with this change order.
2. This change order includes an estimated \$5,600,803 in spend with local Cabarrus County Companies which equals 7.6% of the cost of work associated with this change order.
3. Contractors excluded from the CCIP program include, but not limited to:
 - a. Wayne Brothers, Inc.
 - b. Other Subcontractors as identified in the CCIP Program Manual (demolition, abatement, temporary work, etc.)
4. Sales tax is included.
5. Messer Construction has not included an owner contingency.
6. General conditions and general requirements are based on a time period starting February 1st, 2021 and ending December 31st, 2022. Messer's staff starting January 1st, 2023 will be funded via a change order increase for Phase 3 of the overall project.
7. Inclusions:
 - a. Change order assumes working hours of 7 a.m. to 5 p.m. including the tie in work at the existing Courthouse. Limited off hour work will be performed for concrete pours, some deliveries, shutdowns, etc...
 - b. A tower crane was erected as part of a prior phase. The tower crane will rotate a full 360 degrees and will have free access to the airspace above the surrounding properties. Messer will work with the County and the City for the necessary shutdowns associated with the disassembly, trucking, and removal of the tower crane.
 - c. The tower crane operating expense (rental & operation) are included for this phase.
 - d. Messer staff will be providing labor for the following items:
 - i. Buckhoist
 - ii. Elevator
 - iii. Misc. other activities as needed.
 - e. Vibration monitoring costs for (3) units through March 1st of 2021 and (1) unit from March 1st 2021 through December 31st 2022.
 - f. Pandemic Requirements
 - i. Messer will supply the project with additional port-o-lets and hand washing stations as well as provide regular cleaning of these items in an effort to minimize the spread of illness (i.e. COVID-19)
 - ii. Each subcontractor will be required to supply their employees with PPE suggested by the CDC, required by Messer, or the Owner.

Examples of said items include but are not limited to: CDC approved face coverings, face shields, gloves, etc.

- iii. Each person on-site will be required to fill out a daily screening form.
- iv. Subcontractor JSA's will require each crew to address social distancing or appropriate PPE as approved by Messer. (See above item 14b)
- v. Failure to maintain social distancing or wear the required PPE will result in immediate removal from the project.
- vi. The aforementioned pandemic requirements are based on the current state and local guidelines as of November 25th, 2020.

8. Exclusions:

- a. Delays or costs associated with COVID-19 beyond those identified in this proposal.
- b. Unforeseen Conditions.
- c. Hazardous material removal.
- d. Unsuitable soils or rock removal and replacement.
- e. Change order excludes third party testing, inspections, special inspections, and consultants including, but not limited to soil borings and analysis, geotechnical testing, 3rd party commissioning, acoustical testing, vibration testing/monitoring, hazardous material testing or consulting, and material testing.
- f. Utility connection fees or utility assessments are excluded.
- g. Tap fees are excluded.
- h. Change order excludes design or engineering costs with the exception of the following delegated design items identified in the project specifications :
 - i. Precast Structural Concrete
 - ii. Cold-Formed Metal Framing
 - iii. Metal Fabrications
 - iv. Metal Pan Stairs
 - v. Pipe & Tube Railing
 - vi. Composite Wall Panels
 - vii. Ultra High Performance Concrete Panels
 - viii. Glazing
 - ix. Security Glazing
 - x. Excavation Support & Protection
 - xi. Sprinkler Systems
 - xii. Hangers & Supports for Electrical Systems
 - xiii. Seismic Restraints for MEFP Systems
- i. Determination of resultant stresses and forces to the surrounding building structure and their proper design and/or modifications are not included for any delegated design elements.
- j. All electrical medium voltage/high voltage work from the city duct bank to the city provided transformers is excluded.

- k. Owner provided work, including but not limited to:
 - i. All fiber/phone backbone lines feeding the new building
 - ii. Furnish of signage as identified 'By Owner'
 - iii. Owner FF&E
 - iv. Security/Telecom work identified as 'By Owner' or 'Security Contractor'. See sheet 2.T1.0 for details.
 - v. Additional fall protection beyond the roof davits and lifeline shown in the contract documents.
- l. Rental of vertical airspace as required for the tower crane is excluded.
- m. Removal of the concrete tower crane foundation is excluded.
- n. Costs associated with Church St. lighting and delegated design costs for support of the woven elements at the main entry.

9. The following Unit rates are included within this GMP:

- a. UP1 - Cleaning labor per man hour - \$21.00/Hr.
- b. UP 2 - Housekeeping Pads - \$15.00/SF
- c. UP 3 - Spray Applied Fireproof Patching - \$225.00/Crew Hour
- d. UP 4A - Suitable Floor Prep (Ceramic) - \$30/Bag
- e. UP 4B - Suitable Floor Prep (Resilient) - \$65/Bag
- f. UP 5- Epoxy Floor Fill - \$175/CF
- g. UP 6 - Undercut and waste unsuitable soils Off-site - \$43.39/CY
- h. UP 7 - Replacement ABC stone, including placement and compaction - \$75.04/CY
- i. UP 8 - Replacement suitable soil from off-site - \$41.26/CY
- j. UP 9 - Geotextile Fabric - \$3.35/SY
- k. UP 10 - Trench excavation rock removal to be wasted off-site - \$200.40/CY
- l. UP 11 - Mass excavation rock removal to be wasted off-site - \$101.38/CY
- m. UP 12 - Utility Trench Undercut of Unsuitable Soils to be wasted off-site and replaced with compacted ABC stone - \$276.17/CY
- n. UP 13 - Medico cylinders and cores for access panels - \$315.00/Ea.

10. Allowances

- a. See Exhibit 5 for allowances included in this change order request.

11. Alternates

- a. See Exhibit 6 for alternates included in this change order request.

CCCH - Phase 2

Exhibit 3 - Specification List

11.25.2020

Specification	Specification Description/Title	Revision #	Release Date
	CMAR BIDDER'S MANUAL		
00 21 13	Instructions To Bidders	Add. 3	10.12.2020
00 24 13	Bid Category Descriptions	Add. 3	10.12.2020
00 26 00	Procurement Substitution Procedures		9.18.2020
00 30 10	MBE Provisions and Forms		9.18.2020
00 31 13	Preliminary Schedules and Project Phasing		9.18.2020
00 41 00	Bid Forms	Add. 3	10.12.2020
00 43 13	Bid Security Bond		9.18.2020
00 52 00	Agreement Forms		9.18.2020
00 61 13	Performance & Payment Bond Forms		9.18.2020
00 62 76.13	Sales Tax Form		9.18.2020
00 73 16	Insurance Requirements	Add. 3	10.12.2020
00 73 19	Health and Safety Requirements		9.18.2020
01 11 11	Virtual Design & Construction Coordination		9.18.2020
01 21 00	Allowances	Add. 3	10.12.2020
01 22 00	Unit Prices	Add. 3	10.12.2020
01 23 00	Alternates	Add. 2	10.6.2020
01 25 00	Substitution Procedures		9.18.2020
01 26 00	Contract Modification Procedures		9.18.2020
01 29 00	Payment Procedures		9.18.2020
01 31 19	Project Meetings		9.18.2020
01 32 16	Construction Progress Scheduling		9.18.2020
01 32 26	Construction Progress Reporting		9.18.2020
01 33 00	Submittal Procedures		9.18.2020
01 35 43	Environmental Procedures – 5S Program		9.18.2020
01 40 01	Quality Program		9.18.2020
01 50 00	Temporary Facilities and Controls	Add. 3	10.12.2020
01 60 00	Product Requirements		9.18.2020
01 71 23	Field Engineering		9.18.2020
01 74 13	Progress and Final Cleaning		9.18.2020
01 74 19	Construction Waste Management and Disposal		9.18.2020
01 77 00	Closeout Procedures		9.18.2020
01 78 36	Warranties		9.18.2020
01 80 00	Storm Water Pollution Prevention Plan Template		9.18.2020
EXHIBIT A	Geotechnical Report		9.18.2020
EXHIBIT B	Phase 2 Logistics		9.18.2020

EXHIBIT C	Tower Crane Product Data		9.18.2020
EXHIBIT D	Tower Crane Radius & Capacity		9.18.2020
EXHIBIT E	Buckhoist		9.18.2020
EXHIBIT F	Elevator Platform Detail		9.18.2020
EXHIBIT G	Structural Sequence		9.18.2020
EXHIBIT H	Flow Areas		9.18.2020
EXHIBIT I	Pre-dry Areas		9.18.2020
EXHIBIT J	Exterior Breakdown		9.18.2020
EXHIBIT K	Interior Finishes Areas		9.18.2020

Specification No.	Specification Description/Title	Revision #	Release Date
	SILLING TECHNICAL SPECIFICATIONS		
01 23 00	Alternates		9.18.2020
01 41 00	Special Inspection Services		9.18.2020
01 41 10	Statement and Schedule of Special Inspections		9.18.2020
02 41 16	Structure Demolition		9.18.2020
02 41 21	Cutting & Patching		9.18.2020
03 30 00	Cast-In-Place Concrete		9.18.2020
03 41 00	Precast Structural Concrete		9.18.2020
03 54 16	Hydraulic Cement Underlayment		9.18.2020
04 20 00	Unit Masonry		9.18.2020
05 12 00	Structural Steel Framing		9.18.2020
05 21 00	Steel Joist Framing		9.18.2020
05 31 00	Steel Decking		9.18.2020
05 40 00	Cold-Formed Metal Framing		9.18.2020
05 50 00	Metal Fabrications		9.18.2020
05 51 13	Metal Pan Stairs		9.18.2020
05 52 13	Pipe & Tube Railings		9.18.2020
05 73 10	Decorative Metal Railings		9.18.2020
06 10 00	Rough Carpentry		9.18.2020
06 16 00	Sheathing		9.18.2020
06 20 23	Interior Finish Carpentry		9.18.2020
06 40 23	Interior Architectural Woodwork	Add #3	10.12.2020
07 13 26	Self-Adhering Sheet Waterproofing		9.18.2020
07 13 26	Reinforced Liquid-Applied Waterproofing		9.18.2020
07 21 00	Thermal Insulation		9.18.2020
07 27 26	Fluid-Applied Membrane Air Barriers		9.18.2020
07 42 43	Metal Composite Wall Panels		9.18.2020
07 42 43.11	Wood Veneer Laminate Wall Panels	Add #3	10.12.2020
07 42 47	Ultra High Performance Concrete (UHPC) Panels		9.18.2020
07 52 43	Thermoplastic Polyolefin (TPO) Roofing		9.18.2020
07 62 00	Sheet Metal Flashing and Trim		9.18.2020
07 71 00	Roof Specialties		9.18.2020
07 76 99	Pedestal Floor System		9.18.2020
07 81 10	Sprayed-on Fireproofing		9.18.2020
07 84 13	Penetration Firestopping		9.18.2020
07 84 43	Joint Firestopping		9.18.2020
07 92 00	Joint Sealants		9.18.2020
07 95 00	Expansion Control		9.18.2020
08 11 13	Hollow Metal Doors & Frames		9.18.2020

08 14 16	Flush Wood Doors	Add #3	10.12.2020
08 30 00	High Speed Rolling Door		9.18.2020
08 31 13	Access Doors & Frames	Add #2	10.5.2020
08 31 13.53	Security Access Doors & Frames	Add #2	10.5.2020
08 33 23	Overhead Coiling Doors	Add #3	10.12.2020
08 34 63	Detention Doors & Frames		9.18.2020
08 35 13.23	Accordion Folding Fire Doors - Narrow Lead Post		9.18.2020
08 41 13	Aluminum-Framed Entrances and Storefronts		9.18.2020
08 44 13	Glazed Aluminum Curtain Walls	Add #2	10.5.2020
08 71 00	Door Hardware	Add #3	10.12.2020
08 71 63	Detention Hardware		9.18.2020
08 80 00	Glazing		9.18.2020
08 83 00	Mirrors		9.18.2020
08 88 13	Fire Resistant Glazing		9.18.2020
08 88 36.16	Switchable Privacy Glass	Add #3	10.12.2020
08 88 53	Security Glazing		9.18.2020
08 91 19	Fixed Louvers		9.18.2020
09 21 16.23	Gypsum Board Shaft Wall Assemblies		9.18.2020
09 22 16	Non-Structural Metal Framing		9.18.2020
09 29 00	Gypsum Board		9.18.2020
09 30 00	Ceramic Tiling		9.18.2020
09 30 19	Concrete Pavers		9.18.2020
09 51 13	Acoustical Panel Ceilings		9.18.2020
09 57 53	Security Ceiling Assemblies		9.18.2020
09 65 13	Resilient Base & Accessories		9.18.2020
09 65 19	Resilient Flooring		9.18.2020
09 65 21	Concrete Floor Sealer		9.18.2020
09 66 23	Resinous Matrix Terrazzo Flooring	Add #2	10.5.2020
09 68 13	Tile Carpet		9.18.2020
09 84 33	Sound-Absorbing Wall Units		9.18.2020
09 91 20	Painting & Coatings		9.18.2020
09 93 00	Staining & Transparent Finishing		9.18.2020
10 14 19	Cast Metal Dimensional Characters		9.18.2020
10 14 23	Panel Signage		9.18.2020
10 21 13.15	Stainless Steel Toilet Compartment	Add #3	10.12.2020
10 26 00	Wall & Door Protection		9.18.2020
10 28 00	Toilet & Bath Accessories		9.18.2020
10 44 13	Fire Extinguisher Cabinets	Add #3	10.12.2020
10 44 16	Fire Extinguishers		9.18.2020
10 50 10	Metal Lockers	Add #3	10.12.2020
10 71 13	Sun Shades	Add #3	10.12.2020

11 02 50	High Security Key-Box		9.18.2020
11 10 00	Fall Protection Equipment		9.18.2020
11 11 00	Fall Protection		10.12.2020
11 19 16	Detention Gun Lockers		9.18.2020
11 52 13	Projection Screen		9.18.2020
12 24 13	Roller Window Shades		9.18.2020
12 36 61	Solid Surface Countertops		9.18.2020
12 93 00	Site Furnishings		9.18.2020
14 21 23	Machine Room-less Electric Traction Elevator	Add #2	10.5.2020
21 05 00	Common Work Results for Fire Protection		9.18.2020
21 05 01	Basic Materials and Methods for Fire Suppression	Add #3	10.12.2020
21 05 29	Hangers & Supports for Fire Suppression Piping & Equipment		9.18.2020
21 05 48	Vibration and Seismic Controls for Fire Suppression	Add #3	10.12.2020
21 10 00	Water-Based Fire Suppression Systems		9.18.2020
21 13 16	Dry Pipe Sprinkler Systems		9.18.2020
21 31 01	Fire Pumps		9.18.2020
22 05 00	Common Work Results for Plumbing		9.18.2020
22 05 01	Basic Mechanical Materials and Methods for Plumbing	Add #3	10.12.2020
22 05 13	Electric Requirements for Plumbing Equipment		9.18.2020
22 05 19	Piping and Equipment Specialties		9.18.2020
22 05 23	General Duty Valves and Strainers		9.18.2020
22 05 29	Hangers, Supports and Anchors		9.18.2020
22 05 48	Vibration and Seismic Controls for Plumbing Piping and Equipment	Add #3	10.12.2020
22 05 53	Identification for Plumbing Piping and Equipment		9.18.2020
22 07 19	Pipe Insulation		9.18.2020
22 11 20	Plumbing Piping	Add #2	10.5.2020
22 11 23	Packaged Domestic Water Booster Pumps		9.18.2020
22 11 90	Natural Gas Systems		9.18.2020
22 13 20	Plumbing Pumps		9.18.2020
22 13 21	Plumbing Grinder Stations		9.18.2020
22 34 00	Fuel-Fired Water Heaters		9.18.2020
22 40 00	Plumbing Fixtures		9.18.2020
22 41 50	Plumbing Specialties		9.18.2020
22 46 00	Security Plumbing Fixtures		9.18.2020
23 05 00	Common Work Results for HVAC		9.18.2020
23 05 05	Common HVAC Materials and Methods		9.18.2020
23 05 13	Common Electrical Requirements for HVAC		9.18.2020
23 05 20	Coordination Drawings		9.18.2020
23 05 23	General Duty Valves and Strainers	Add #2	10.5.2020
23 05 29	Hangers, Supports and Anchors		9.18.2020
23 05 48	Vibration and Seismic Controls for HVAC		9.18.2020

23 05 50	Piping and Equipment Specialties		9.18.2020
23 05 53	Identification for HVAC Piping and Equipment		9.18.2020
23 05 93	Testing, Adjusting, & Balancing for HVAC		9.18.2020
23 07 13	HVAC Duct Insulation		9.18.2020
23 07 16	Equipment Insulation		9.18.2020
23 07 19	Pipe Insulation		9.18.2020
23 09 23	Direct Digital Control Systems	Add #3	10.12.2020
23 15 87	Horizontal Electric Unit Heaters		9.18.2020
23 21 13	Hydronic Piping		9.18.2020
23 21 23	Hydronic Pumps		9.18.2020
23 23 00	Refrigerant Piping		9.18.2020
23 25 00	Chemical Treatment		9.18.2020
23 31 13	Metal Ductwork and Accessories	Add #3	10.12.2020
23 34 23	HVAC Power Ventilators		9.18.2020
23 36 00	Air Terminals	Add #2	10.5.2020
23 40 00	HEPA Containment Filter Assemblies		9.18.2020
23 52 00	Gas-Fired Hydronic Boilers		9.18.2020
23 64 26.16	Water Cooled, Rotary-Screw Water Chillers	Add #2	10.5.2020
23 64 26.17	Centrifugal Water-Cooled Chillers	Add #2	10.5.2020
23 65 00	Cooling Tower	Add #2	10.5.2020
23 65 30	Refrigerant Monitors		9.18.2020
23 71 00	Variable Frequency Motor Controllers	Add #2	10.5.2020
23 74 13	Custom Air Handling Units	Add #3	10.12.2020
23 81 23.13	Environmental Conditioning Units, Ceiling Mounted, Free Standing	Add #2	10.5.2020
23 81 26	Split-System Air Conditioning Units		9.18.2020
23 82 39	Heating/Cooling Terminal Units	Add #3	10.12.2020
23 83 16	Radiant-Heating Hydronic Piping		9.18.2020
26 05 00	Common Work Results for Electrical		9.18.2020
26 05 01	Basic Electrical Materials and Methods		9.18.2020
26 05 19	Low-Voltage Electrical Power Conductors and Cables		9.18.2020
26 05 26	Grounding and Bonding for Electrical Systems		9.18.2020
26 05 29	Hangers and Supports for Electrical Systems		9.18.2020
26 05 33	Raceways and Boxes for Electrical Systems		9.18.2020
26 05 43	Underground Ducts and Raceways for Electrical Systems		9.18.2020
26 05 44	Sleeves and Sleeve Seals for Electrical Raceways and Cabling		9.18.2020
26 05 53	Identification for Electrical Systems		9.18.2020
26 05 73.13	Short-Circuit Studies		9.18.2020
26 05 73.16	Coordination Studies		9.18.2020
26 05 73.19	Arc-Flash Hazard Analysis		9.18.2020
26 09 23	Lighting Control Devices		9.18.2020
26 09 43	Digital Networked Lighting Controls		9.18.2020

26 22 13	Low-voltage Distribution Transformers		9.18.2020
26 24 13	Switchboards		9.18.2020
26 24 16	Panelboards		9.18.2020
26 25 50	Portable Generator Camlock docking Station		9.18.2020
26 27 13	Electricity Metering		9.18.2020
26 27 26	Wiring Devices		9.18.2020
26 28 13	Fuses		9.18.2020
26 28 16	Enclosed Switches		9.18.2020
26 29 13	Manual and Magnetic Motor Controllers		9.18.2020
26 32 13	Gaseous Emergency Engine Generator		9.18.2020
26 33 53	Static Uninterruptible Power Supply		9.18.2020
26 36 00	Transfer Switches		9.18.2020
26 41 13	Lightning Protection for Structures		9.18.2020
26 43 13	Surge Protection for Low-voltage Electrical Power Circuits		9.18.2020
26 51 19	LED Interior Lighting		9.18.2020
26 56 19	LED Exterior Lighting		9.18.2020
27 00 00	General Requirements for Communications Systems	Add #2	10.5.2020
27 05 00	Firestopping for Communications Pathways		9.18.2020
27 05 26	Grounding & Bonding for Communications Systems		9.18.2020
27 05 28	Pathways for Communications Systems		9.18.2020
27 05 36	Cable Tray		9.18.2020
27 05 43	Underground Pathways & Structures for Communications Pathways & Cabling		9.18.2020
27 05 44	Sleeves & Sleeve Seals for Communications Pathways & Cabling		9.18.2020
27 05 53	Identification for Communications Systems		9.18.2020
27 11 16	Communication Room Racking & Pathways		9.18.2020
27 13 00	Communications Backbone Cabling		9.18.2020
27 15 13	Communications Copper Horizontal Cabling	Add #2	10.5.2020
28 43 21	Addressable Fire Alarm Systems		9.18.2020
31 00 00	Earthwork		9.18.2020
31 10 00	Site Clearing		9.18.2020
31 23 19	Dewatering		9.18.2020
31 25 00	Erosion & Sedimentation Control		9.18.2020
31 31 16	Termite Control	Add #3	10.12.2020
31 50 00	Excavation Support & Protections		9.18.2020
32 12 16	Asphalt Paving		9.18.2020
32 13 13	Concrete Paving		9.18.2020
32 13 16	Decorative Concrete Paving		9.18.2020
32 14 00	Unit Paving		9.18.2020
32 17 23	Pavement Markings		9.18.2020
32 91 13	Soil Preparation		9.18.2020
32 92 23	Turf & Grasses		9.18.2020

32 93 00	Plants		9.18.2020
33 10 00	Water Distribution		9.18.2020
33 30 00	Sanitary Sewerage		9.18.2020
33 39 13	Manholes & Covers		9.18.2020
33 40 00	Storm Drainage		9.18.2020
33 50 00	Gas Distribution		9.18.2020
34 41 13	Traffic Signs		9.18.2020

CCCH Phase 2

Exhibit 4 – Drawings List

11.25.2020

Sheet Number	Sheet Description/Drawing Title	Revision #	Sheet Date
C0-0	COVER SHEET	Add. 2	10.6.2020
C1-0	EXISTING CONDITIOINS		9.11.2020
C1-1	SURVEY		9.11.2020
C1-2	GENERAL NOTES		9.11.2020
C1-3	DEMOLITION PLAN	Add. 3	10.12.2020
C3-0	SITE PLAN	Add. 3	10.12.2020
C3-1	SITE DETAILS	Add. 3	10.12.2020
C3-2	VEHICLE MANEUVERABILITY -A		9.11.2020
C3-3	VEHCILE MANEUVERABILILTY -B		9.11.2020
C4-0	GRADING AND DRAINAGE PLAN	Add. 3	10.12.2020
C4-1	STORM SEWER PROFILES		9.11.2020
C4-2	STORM SEWER PROFILES		9.11.2020
C4-3	STORM DETAILS		9.11.2020
C5-0	UTILITY PLAN	Add. 3	10.12.2020
C5-1	UTILITY DETAILS -A		9.11.2020
C5-2	UTILITY DETAILS - B		9.11.2020
C6-0	HARDSCAPE PLAN	Add. 3	10.12.2020
C6-1	HARDSCPAE DETAILS		9.11.2020
C6-2	HARDSCPAE DETAILS		9.11.2020
C6-3	HARDSCPAE DETAILS		9.11.2020
C6-4	HARDSCPAE DETAILS		9.11.2020
C6-5	HARDSCPAE DETAILS		9.11.2020
C6-6	HARDSCPAE DETAILS	Add. 3	10.12.2020
C7-0	HARDSCAPE LAYOUT PLAN	Add. 3	10.12.2020
C7-1	HARDSCAPE LAYOUT ENLARGEMENT		9.11.2020
C7-2	HARDSCAPE LAYOUT ENLARGEMENT		9.11.2020
			9.11.2020
L1-0	LANDSCPAE PLAN	Add. 2	10.6.2020
L1-1	LANDSCAPE DETAILS		9.11.2020
L2-0	IRRIGATION PLAN		9.11.2020
L2-1	IRRIGATION PLAN		9.11.2020
L2-2	IRRIGATION PLAN		9.11.2020
			9.11.2020
R1-0	TRAFFIC CONTROL NOTES		9.11.2020

R1-1	TRAFFIC CONTROL PHASE 1		9.11.2020
R1-2	TRAFFIC CONTROL PHASE 1A		9.11.2020
R1-3	TRAFFIC CONTROL PHASE 2		9.11.2020
R1-4	TRAFFIC CONTROL PHASE 2A		9.11.2020
R1-5	PAVEMENT MARKINGS - FINAL CONDITION		9.11.2020
2.S0.1	GENERAL NOTES	Add. 3	10.12.2020
2.S0.2	GENERAL NOTES	Add. 3	10.12.2020
2.S1.01A	BASEMENT SLAB PLAN - WEST		9.1.2020
2.S1.01B	BASEMENT SLAB PLAN - EAST		9.1.2020
2.S1.10A	EXISTING LEVEL FIRST FLOOR FRAMING PLAN - WEST		9.1.2020
2.S1.10B	WEST EXISTING LEVEL FIRST FLOOR FRAMING PLAN - EAST	Add. 3	10.12.2020
2.S1.11A	EAST EXISTING LEVEL FIRST FLOOR SLAB PLAN - WEST		9.1.2020
2.S1.11B	EXISTING LEVEL FIRST FLOOR SLAB PLAN - EAST	Add. 3	10.12.2020
2.S1.12A	FIRST FLOOR FRAMING PLAN - WEST	Add. 3	10.12.2020
2.S1.12B	FIRST FLOOR FRAMING PLAN - EAST	Add. 3	10.12.2020
2.S1.13A	FIRST FLOOR SLAB PLAN - WEST	Add. 3	10.12.2020
2.S1.13B	FIRST FLOOR SLAB PLAN - EAST	Add. 3	10.12.2020
2.S1.20A	SECOND FLOOR FRAMING PLAN - WEST		9.1.2020
2.S1.20B	SECOND FLOOR FRAMING PLAN - EAST		9.1.2020
2.S1.21A	SECOND FLOOR SLAB PLAN - WEST		9.1.2020
2.S1.21B	SECOND FLOOR SLAB PLAN - EAST	Add. 3	10.12.2020
2.S1.30A	THIRD FLOOR FRAMING PLAN - WEST		9.1.2020
2.S1.30B	THIRD FLOOR FRAMING PLAN - EAST	Add. 3	10.12.2020
2.S1.31A	THIRD FLOOR SLAB PLAN - WEST	Add. 3	10.12.2020
2.S1.31B	THIRD FLOOR SLAB PLAN - EAST	Add. 3	10.12.2020
2.S1.40A	FOURTH FLOOR FRAMING PLAN - WEST		9.1.2020
2.S1.40B	FOURTH FLOOR FRAMING PLAN - EAST	Add. 3	10.12.2020
2.S1.41A	FOURTH FLOOR SLAB PLAN - WEST		9.1.2020
2.S1.41B	FOURTH FLOOR SLAB PLAN - EAST	Add. 3	10.12.2020
2.S1.50A	PENTHOUSE FLOOR / ROOF FRAMING PL		9.1.2020
2.S1.50B	PENTHOUSE FLOOR / ROOF FRAMING PL		9.1.2020
2.S1.51A	PENTHOUSE FLOOR SLAB / ROOF DECK	Add. 3	10.12.2020
2.S1.51B	PENTHOUSE FLOOR SLAB / ROOF DECK	Add. 3	10.12.2020
2.S1.60A	PENTHOUSE ROOF FRAMING PLAN - WES		9.1.2020
2.S1.60B	PENTHOUSE ROOF FRAMING PLAN - EAS	Add. 3	10.12.2020
2.S1.61B	PENTHOUSE ROOF DECK PLAN - EAST		9.1.2020
2.S2.1	BRACED FRAME ELEVATIONS		9.1.2020
2.S2.2	BRACED FRAME ELEVATIONS		9.1.2020
2.S2.3	BRACED FRAME ELEVATIONS		9.1.2020

2.S2.4	BRACED FRAME DETAILS		9.1.2020
2.S3.01	FOUNDATION SECTIONS		9.1.2020
2.S3.11	FOUNDATION / FRAMING SECTIONS	Add. 3	10.12.2020
2.S3.12	FOUNDATION / FRAMING SECTIONS	Add. 3	10.12.2020
2.S3.13	FOUNDATION / FRAMING SECTIONS	Add. 3	10.12.2020
2.S3.14	FOUNDATION / FRAMING SECTIONS	Add. 3	10.12.2020
2.S3.15	FRAMING SECTIONS		9.1.2020
2.S3.16	FRAMING SECTIONS		9.1.2020
2.S3.21	FRAMING SECTIONS		9.1.2020
2.S3.22	FRAMING SECTIONS		9.1.2020
2.S3.23	FRAMING SECTIONS		9.1.2020
2.S3.24	FRAMING SECTIONS		9.1.2020
2.S3.31	FRAMING SECTIONS		9.1.2020
2.S3.32	FRAMING SECTIONS		9.1.2020
2.S3.33	FRAMING SECTIONS		9.1.2020
2.S3.41	FRAMING SECTIONS		9.1.2020
2.S3.42	FRAMING SECTIONS		9.1.2020
2.S3.43	FRAMING SECTIONS		9.1.2020
2.S3.51	FRAMING SECTIONS		9.1.2020
2.S3.52	FRAMING SECTIONS		9.1.2020
2.S3.53	FRAMING SECTIONS		9.1.2020
2.S3.54	FRAMING SECTIONS		9.1.2020
2.S3.61	FRAMING SECTIONS	Add. 3	10.12.2020
2.S4.11	ENLARGED FRAMING PLANS	Add. 3	10.12.2020
2.S4.21	ENLARGED FRAMING PLANS		9.1.2020
2.S4.22	ENLARGED FRAMING PLANS		9.1.2020
2.S4.23	ENLARGED FRAMING PLANS		9.1.2020
2.S4.24	ENLARGED FRAMING PLANS		9.1.2020
2.S4.31	ENLARGED FRAMING PLANS		9.1.2020
2.S5.1	TYPICAL DETAILS		9.1.2020
2.S5.2	TYPICAL DETAILS		9.1.2020
2.S5.3	TYPICAL DETAILS		9.1.2020
2.S5.4	TYPICAL DETAILS		9.1.2020
2.S5.5	TYPICAL DETAILS		9.1.2020
2.S5.6	TYPICAL DETAILS	Add. 3	10.12.2020
2.S5.7	TYPICAL DETAILS		9.1.2020
2.S5.8	TYPICAL DETAILS		9.1.2020
2.S6.1	COLUMN SCHEDULE		9.1.2020
2.S6.2	COLUMN SCHEDULE		9.1.2020
2.S9.1	3D VIEWS		9.1.2020
2.S9.2	3D VIEWS	Add. 3	10.12.2020

2.LS1.0	BASEMENT FLOOR PLAN LIFE SAFETY		9.1.2020
2.LS1.1	FIRST FLOOR PLAN LIFE SAFETY		9.1.2020
2.LS1.2	SECOND FLOOR PLAN LIFE SAFETY		9.1.2020
2.LS1.3	THIRD FLOOR PLAN LIFE SAFETY		9.1.2020
2.LS1.4	FOURTH FLOOR PLAN LIFE SAFETY		9.1.2020
2.A2.0	DEMOLITION PLANS		9.1.2020
2.A3.0	BASEMENT OVERALL FLOOR PLAN		9.1.2020
2.A3.0A	BASEMENT FLOOR PLAN WEST		9.1.2020
2.A3.0B	BASEMENT FLOOR PLAN EAST	Add. 3	10.12.2020
2.A3.1	FIRST FLOOR PLAN OVERALL		9.1.2020
2.A3.1A	FIRST FLOOR PLAN WEST		9.1.2020
2.A3.1B	FIRST FLOOR PLAN EAST		9.1.2020
2.A3.2	SECOND FLOOR PLAN OVERALL		9.1.2020
2.A3.2A	SECOND FLOOR PLAN WEST		9.1.2020
2.A3.2B	SECOND FLOOR PLAN EAST		9.1.2020
2.A3.3	THIRD FLOOR PLAN OVERALL		9.1.2020
2.A3.3A	THIRD FLOOR PLAN WEST		9.1.2020
2.A3.3B	THIRD FLOOR PLAN EAST	Add. 3	10.12.2020
2.A3.4	FOURTH FLOOR PLAN OVERALL		9.1.2020
2.A3.4A	FOURTH FLOOR PLAN WEST		9.1.2020
2.A3.5	ROOF FLOOR PLAN OVERALL	Add. 3	10.12.2020
2.A3.5A	ROOF WEST	Add. 3	10.12.2020
2.A3.5B	ROOF EAST	Add. 3	10.12.2020
2.A3.5C	PENTHOUSE ROOF PLAN	Add. 3	10.12.2020
2.A3.5D	ROOF FALL PROTECTION/TIE-BACK ANCHOR PLAN		9.1.2020
2.A3.6	BASEMENT FLOOR PLAN OVERALL WALLS TO DECK		9.1.2020
2.A3.7	FIRST FLOOR PLAN OVERALL WALLS TO DECK	Add. 3	10.12.2020
2.A3.8	SECOND FLOOR PLAN OVERALL WALLS TO DECK	Add. 3	10.12.2020
2.A3.9	THIRD FLOOR PLAN OVERALL WALLS TO DECK	Add. 3	10.12.2020
2.A3.10	FOURTH FLOOR PLAN OVERALL WALLS TO DECK	Add. 3	10.12.2020
2.A3.11	FLOOR PLAN ENLARGEMENTS		9.1.2020
2.A3.12	WALL TYPES	Add. 3	10.12.2020
2.A4.0	BASEMENT FLOOR REFLECTED CEILING PLAN OVERALL		9.1.2020
2.A4.0A	BASEMENT FLOOR REFLECTED CEILING PLAN WEST		9.1.2020
2.A4.0B	BASEMENT FLOOR REFLECTED CEILING PLAN EAST		9.1.2020
2.A4.1	FIRST FLOOR REFLECTED CEILING PLAN OVERALL		9.1.2020
2.A4.1A	FIRST FLOOR REFLECTED CEILING PLAN WEST		9.1.2020
2.A4.1B	FIRST FLOOR REFLECTED CEILING PLAN EAST		9.1.2020
2.A4.2	SECOND FLOOR REFLECTED CEILING PLAN OVERALL		9.1.2020
2.A4.2A	SECOND FLOOR REFLECTED CEILING PLAN WEST		9.1.2020

2.A4.2B	SECOND FLOOR REFLECTED CEILING PLAN EAST		9.1.2020
2.A4.3	THIRD FLOOR REFLECTED CEILING PLAN OVERALL		9.1.2020
2.A4.3A	THIRD FLOOR REFLECTED CEILING PLAN WEST		9.1.2020
2.A4.3B	THIRD FLOOR REFLECTED CEILING PLAN EAST		9.1.2020
2.A4.4	FOURTH FLOOR REFLECTED CEILING PLAN OVERALL		9.1.2020
2.A4.4A	FOURTH FLOOR REFLECTED CEILING PLAN WEST		9.1.2020
2.A4.4B	FOURTH FLOOR REFLECTED CEILING PLAN EAST		9.1.2020
2.A4.5	BULKHEAD SECTIONS		9.1.2020
2.A4.6	BULKHEAD SECTIONS		9.1.2020
2.A4.7	BULKHEAD SECTIONS		9.1.2020
2.A4.8	BULKHEAD SECTIONS		9.1.2020
2.A4.9	BULKHEAD SECTIONS		9.1.2020
2.A4.10	BULKHEAD SECTIONS		9.1.2020
2.A4.11	BULKHEAD SECTIONS		9.1.2020
2.A5.0	BUILDING ELEVATIONS		9.1.2020
2.A5.1	BUILDING ELEVATIONS		9.1.2020
2.A5.2	BUILDING ELEVATIONS		9.1.2020
2.A5.3	BUILDING ELEVATIONS		9.1.2020
2.A5.4	BUILDING ELEVATIONS		9.1.2020
2.A5.5	BUILDING ELEVATIONS		9.1.2020
2A5.6	BUILDING ELEVATIONS ENLARGEMENTS		9.1.2020
2.A6.0	BUILDING SECTIONS		9.1.2020
2.A6.1	BUILDING SECTIONS		9.1.2020
2.A6.2	BUILDING SECTIONS		9.1.2020
2.A6.3	BUILDING SECTIONS		9.1.2020
2.A7.0	WALL SECTIONS	Add. 3	10.12.2020
2.A7.1	WALL SECTIONS	Add. 3	10.12.2020
2.A7.2	WALL SECTIONS		9.1.2020
2.A7.3	WALL SECTIONS	Add. 3	10.12.2020
2.A7.4	WALL SECTIONS	Add. 3	10.12.2020
2.A7.5	WALL SECTIONS		9.1.2020
2.A7.6	WALL SECTIONS	Add. 3	10.12.2020
2.A7.7	WALL SECTIONS	Add. 3	10.12.2020
2.A7.8	WALL SECTIONS	Add. 3	10.12.2020
2.A7.9	WALL SECTIONS		9.1.2020
2.A7.10	WALL SECTIONS		9.1.2020
2.A7.11	WALL SECTIONS	Add. 3	10.12.2020
2.A7.12	WALL SECTIONS		9.1.2020
2.A7.13	WALL SECTIONS		9.1.2020
2.A7.14	WALL SECTIONS		9.1.2020
2.A7.15	WALL SECTIONS	Add. 3	10.12.2020

2.A7.16	WALL SECTIONS	Add. 3	10.12.2020
2.A7.17	WALL SECTIONS		9.1.2020
2.A7.18	WALL SECTIONS		9.1.2020
2.A7.19	STAIR PLAN ENLARGEMENTS		9.1.2020
2.A7.20	STAIR PLAN ENLARGEMENTS		9.1.2020
2.A7.21	STAIR PLAN ENLARGEMENTS		9.1.2020
2.A7.22	STAIR PLAN ENLARGEMENTS		9.1.2020
2.A7.23	GARAGE RAMP	Add. 3	10.12.2020
2.A7.24	STAIR DETAILS		9.1.2020
2.A7.25	MISC. DETAILS		9.1.2020
2.A8.0	PLAN DETAILS		9.1.2020
2.A8.1	PLAN DETAILS		9.1.2020
2.A8.2	PLAN DETAILS		9.1.2020
2.A8.3	PLAN DETAILS		9.1.2020
2.A8.4	PLAN DETAILS		9.1.2020
2.A8.5	PLAN DETAILS		9.1.2020
2.A8.20	SECTION DETAILS	Add. 3	10.12.2020
2.A8.21	SECTION DETAILS		9.1.2020
2.A8.22	SECTION DETAILS		9.1.2020
2.A8.23	SECTION DETAILS	Add. 3	10.12.2020
2.A8.24	SECTION DETAILS	Add. 3	10.12.2020
2.A8.25	SECTION DETAILS		9.1.2020
2.A8.26	SECTION DETAILS	Add. 3	10.12.2020
2.A8.27	SECTION DETAILS		9.1.2020
2.A8.28	SECTION DETAILS	Add. 3	10.12.2020
2.A8.29	SECTION DETAILS	Add. 3	10.12.2020
2.A8.30	SECTION DETAILS	Add. 3	10.12.2020
2.A9.0	BASEMENT FLOOR PLAN OVERALL ACCESS CONTROL		9.1.2020
2.A9.0A	BASEMENT FLOOR PLAN WEST ACCESS CONTROL		9.1.2020
2.A9.0B	BASEMENT FLOOR PLAN EAST ACCESS CONTROL		9.1.2020
2.A9.1	FIRST FLOOR PLAN OVERALL ACCESS CONTROL		9.1.2020
2.A9.1A	FIRST FLOOR PLAN WEST ACCESS CONTROL		9.1.2020
2.A9.1B	FIRST FLOOR PLAN EAST ACCESS CONTROL		9.1.2020
2.A9.2	SECOND FLOOR PLAN OVERALL ACCESS CONTROL		9.1.2020
2.A9.2A	SECOND FLOOR PLAN WEST ACCESS CONTROL		9.1.2020
2.A9.2B	SECOND FLOOR PLAN EAST ACCESS CONTROL		9.1.2020
2.A9.3	THIRD FLOOR PLAN ACCESS CONTROL		9.1.2020
2.A9.3A	THIRD FLOOR PLAN WEST ACCESS CONTROL		9.1.2020
2.A9.3B	THIRD FLOOR PLAN EAST ACCESS CONTROL		9.1.2020
2.A9.4	FOURTH FLOOR PLAN ACCESS CONTROL		9.1.2020
2.A9.4A	FOURTH FLOOR PLAN WEST ACCESS CONTROL		9.1.2020

2.A9.4B	FOURTH FLOOR PLAN EAST ACCESS CONTROL		9.1.2020
2.A9	DOOR SCHEDULE BASEMENT FIRST FLOOR	Add. 3	10.12.2020
2.A9.6	DOOR SCHEDULE SECONDT FLOOR	Add. 3	10.12.2020
2.A9.7	DOOR SCHEDULE THIRD FLOOR	Add. 3	10.12.2020
2.A9.8	DOOR SCHEDULE FOURTH FLOOR AND PENTHOUSE	Add. 3	10.12.2020
2.A9.9	DOOR DETAILS		9.1.2020
2.A9.10	DOOR DETIALS		9.1.2020
2.A9.11	WINDOW ELEVATIONS		9.1.2020
2.A9.12	WINDOW ELEVATIONS		9.1.2020
2.A9.13	WINDOW ELEVATIONS	Add. 3	10.12.2020
2.A9.14	WINDOW ELEVATIONS		9.1.2020
2.A9.15	WINDOW ELEVATIONS	Add. 3	10.12.2020
2.A9.16	WINDOW ELEVATIONS		9.1.2020
2.A9.17	WINDOW ELEVATIONS	Add. 3	10.12.2020
2.A9.18	WINDOW ELEVATIONS		9.1.2020
2.A9.19	WINDOW ELEVATIONS	Add. 3	10.12.2020
2.A9.20	WINDOW ELEVATIONS	Add. 3	10.12.2020
2.A9.21	WINDOW ELEVATIONS	Add. 3	10.12.2020
2.A9.22	WINDOW ELEVATIONS	Add. 3	10.12.2020
2.A9.23	WINDOW DETAILS	Add. 3	10.12.2020
2.A9.24	SUN SHADES		9.1.2020
2.A9.25	WON DOOR DETAIL		9.1.2020
2.A9.26	CUSTOM SHADE DETAIL		9.1.2020
2.A10.0	CLERK OF COURT COURTROOM ENLARGEMENT		9.1.2020
2.A10.1	DISTRICT COURT ADMIN AND DIGITAL FIRST APPEARANCE COURTROOM ENLARGEMENT		9.1.2020
2.A10.2	DISTRICT COURT ADMIN AND DIGITAL FIRST APPEARANCE COURTROOM ENLARGED CEILING PLAN		9.1.2020
2.A10.3	DISTRICT COURT ADMIN AND DIGITAL FIRST APPEARANCE COURTROOM AXONS		9.1.2020
2.A10.4	DISTRICT COURT STANDARD COURTROOM ENLARGEMENT		9.1.2020
2.A10.5	DISTRICT COURT STANDARD COURTROOM AXON		9.1.2020
2.A10.6	DISTRICT COURT LARGE COURT ENLARGEMENT		9.1.2020
2.A10.7	DISTRICT COURT LARGE COURTROOM AXON		9.1.2020
2.A10.8	SUPERIOR COURT STANDARD COURTROOM ENLARGEMENT		9.1.2020
2.A10.9	SUPERIOR COURT STANDARD COURTROOM AXON		9.1.2020
2.A10.10	SUPERIOR COURT LARGE COURTROOM ENLARGEMENT		9.1.2020
2.A10.11	SUPERIOR COURT LARGE COURTROOM AXON		9.1.2020

2.A10.12	COURTROOM ELEVATIONS		9.1.2020
2.A10.13	COURTROOM ELEVATIONS		9.1.2020
2.A10.14	COURTROOM ELEVATIONS		9.1.2020
2.A10.15	DISTRICT COURT ADMIN AND DIGITAL FIRST APPEARANCE MILLWORK ENLARGEMENTS		9.1.2020
2.A10.16	STANDARD DISTRICT COURT 02 MILLWORK ENLARGEMENT & DETAILS		9.1.2020
2.A10.17	STANDARD DISTRICT COURT 03 & 04 MILLWOKR ENLARGEMENT & DETAILS		9.1.2020
2.A10.18	LARGE DISTRICT COURT MILLWORK ENLARGEMENT & DETAILS		9.1.2020
2.A10.19	STANDARD SUPERIOR COURT MILLWORK ENLARGEMENT & DETAILS		9.1.2020
2.A10.20	LARGE SUPERIOR COURT MILLWORK ENLARGEMENT & DETAILS		9.1.2020
2.A10.21	MILLWORK SECTIONS		9.1.2020
2.A10.22	MILLWORK SECTIONS		9.1.2020
2.A10.23	MILLWORK SECTIONS		9.1.2020
2.A10.24	MILLWORK SECTIONS		9.1.2020
2.A10.25	MILLWORK SECTIONS		9.1.2020
2.A10.26	MILLWORK SECTIONS		9.1.2020
2.A10.27	HEADWALL ELEVATION ENLARGEMENTS		9.1.2020
2.A10.28	HEADWALL ELEVATION ENLARGEMENTS LARGE SUPERIOR COURT		9.1.2020
2.A10.29	HEADWALL ELEVATION ENLARGEMENT TYP.		9.1.2020
2.A10.30	CLERK OF COURT COURTROOM TECHNOLOGY DIAGRAM		9.1.2020
2.A10.31	DIGITAL COURTROOM TECHNOLOGY DIAGRAM		9.1.2020
2.A10.32	DISTRICT COURT ADMINSTRATIVE COURTROOM TECHNOLOGY DIAGRAM		9.1.2020
2.A10.33	D.C. ADMINSTRATIVE COURT WAITING & MULTIPURPOSE TECHNOLOGY DIAGRAM		9.1.2020
2.A10.34	DISTRICT COURT STANDARD COURTROOM TECHNOLOGY DIAGRAM		9.1.2020
2.A10.35	DISTRICT COURT LARGE COURTROOM TECHNOLOGY DIAGRAM		9.1.2020
2.A10.36	SUPERIOR COURT STANDARD COURTROOM TECHNOLOGY DIAGRAM		9.1.2020
2.A10.37	SUPERIOR COURT LARGE COURTHOSE TECHNOLOGY DIAGRAM		9.1.2020
2.A10.38	SCREENING + COMMAND CENTER ENLARGEMENT		9.1.2020
2.A10.39	HOLDING ENLARGEMENTS	Add. 3	10.12.2020
2.A10.40	TOILET ENLARGEMENTS		9.1.2020

2.A10.41	TOILET ENLARGEMENTS		9.1.2020
2.A10.42	TOILET ENLARGEMENTS	Add. 3	10.12.2020
2.A11.0	BASEMENT FLOOR PLAN OVERALL AV PLAN		9.1.2020
2.A11.1	FIRST FLOOR PLAN OVERALL AV PLAN		9.1.2020
2.A11.2	SECOND FLOOR PLAN OVERALL AV PLAN		9.1.2020
2.A11.3	THIRD FLOOR PLAN OVERALL AV PLAN		9.1.2020
2.A11.4	FOURTH FLOOR PLAN OVERALL AV PLAN		9.1.2020
2.ID1.0	ROOM FINISH SCHEDULES		9.1.2020
2.ID1.1	ROOM FINISH SCHEDULES		9.1.2020
2.ID1.2	ROOM FINISH SCHEDULES		9.1.2020
2.ID1.3	ROOM FINISH SCHEDULES	Add. 2	10.6.2020
2.ID1.4	INTERIOR DETAILS		9.1.2020
2.ID2.0	BASEMENT FLOOR PLAN OVERALL INTERIOR FINISHES		9.1.2020
2.ID2.0A	BASEMENT FLOOR PLAN WEST INTERIOR FINISHES		9.1.2020
2.ID2.0B	BASEMENT FLOOR PLAN EAST INTERIOR FINISHES		9.1.2020
2.ID2.1	FIRST FLOOR PLAN OVERALL INTERIOR FINISHES		9.1.2020
2.ID2.1A	FIRST FLOOR PLAN WEST INTERIOR FINISHES		9.1.2020
2.ID2.1B	FIRST FLOOR PLAN EAST INTERIOR FINISHES		9.1.2020
2.ID2.2	SECOND FLOOR PLAN OVERALL INTERIOR FINISHES		9.1.2020
2.ID2.2A	SECOND FLOOR PLAN WEST INTERIOR FINISHES		9.1.2020
2.ID2.2B	SECOND FLOOR PLAN EAST INTERIOR FINISHES		9.1.2020
2.ID2.3	THIRD FLOOR PLAN OVERALL INTERIOR FINISHES		9.1.2020
2.ID2.3A	THIRD FLOOR PLAN WEST INTERIOR FINISHES		9.1.2020
2.ID2.3B	THIRD FLOOR PLAN EAST INTERIOR FINISHES		9.1.2020
2.ID2.4	FOURTH FLOOR PLAN OVERALL INTERIOR FINISHES		9.1.2020
2.ID2.4A	FOURTH FLOOR PLAN WEST INTERIOR FINISHES		9.1.2020
2.ID2.4B	FOURTH FLOOR PLAN EAST INTERIOR FINISHES		9.1.2020
2.ID2.5	INTERIOR BASEMENT FLOOR		9.1.2020
2.ID2.6	INTERIOR FIRST FLOOR		9.1.2020
2.ID2.7	INTERIOR FIRST FLOOR		9.1.2020
2.ID2.8	INTERIOR FIRST FLOOR		9.1.2020
2.ID2.9	INTERIOR FIRST FLOOR		9.1.2020
2.ID2.10	INTERIOR SECOND FLOOR		9.1.2020
2.ID2.11	INTERIOR SECOND FLOOR		9.1.2020
2.ID2.12	INTERIOR SECOND FLOOR		9.1.2020
2.ID2.13	INTERIOR THIRD FLOOR		9.1.2020
2.ID2.14	INTERIOR THIRD FLOOR		9.1.2020
2.ID2.15	INTERIOR THIRD FLOOR		9.1.2020
2.ID2.16	INTERIOR FOURTH FLOOR		9.1.2020
2.ID2.17	INTERIOR FOURTH FLOOR		9.1.2020
2.ID2.18	INTERIOR FOURTH FLOOR		9.1.2020

2.ID2.19	INTERIOR FOURTH FLOOR		9.1.2020
2.ID2.20	INTERIOR FOURTH FLOOR		9.1.2020
2.ID2.21	INTERIOR AXONS FIRST FLOOR		9.1.2020
2.ID2.22	INTERIOR AXONS SECOND FLOOR		9.1.2020
2.ID2.23	INTERIOR AXONS THIRD FLOOR		9.1.2020
2.ID2.24	INTERIOR AXONS FOURTH FLOOR		9.1.2020
2.ID3.0	BASEMENT FLOOR PLAN FLOOR PATTERN		9.1.2020
2.ID3.1	FIRST FLOOR PLAN FLOOR PATTERN		9.1.2020
2.ID3.2	SECOND FLOOR PLAN FLOOR PATTERN		9.1.2020
2.ID3.3	THIRD FLOOR PLAN FLOOR PATTERN		9.1.2020
2.ID3.4	FOURTH FLOOR PLAN FLOOR PATTERN		9.1.2020
2.ID3.5	FLOOR PATTERN DETAILS		9.1.2020
2.ID4.0	CASEWORK ELEVATIONS		9.1.2020
2.ID4.1	CASEWORK ELEVATIONS		9.1.2020
2.ID4.2	CASEWORK ELEVATIONS		9.1.2020
2.ID4.3	CASEWORK ELEVATIONS		9.1.2020
2.ID4.4	CASEWORK ELEVATIONS		9.1.2020
2.ID4.5	CASEWORK ELEVATIONS		9.1.2020
2.ID4.6	CASEWORK ELEVATIONS		9.1.2020
2.ID4.7	CASEWORK ELEVATIONS		9.1.2020
2.ID4.8	CASEWORK ELEVATIONS		9.1.2020
2.ID4.9	CASEWORK ELEVATIONS		9.1.2020
2.ID4.10	CASEWORK ELEVATIONS		9.1.2020
2.ID4.11	CASEWORK ELEVATIONS		9.1.2020
2.ID4.12	CASEWORK ELEVATIONS		9.1.2020
2.ID4.13	CASEWORK SECTIONS		9.1.2020
2.ID4.14	CASEWORK SECTIONS		9.1.2020
2.ID5.0	BASEMENT FLOOR PLAN INTERIOR SIGNAGE		9.1.2020
2.ID5.1	FIRST FLOOR PLAN INTERIOR SIGNAGE		9.1.2020
2.ID5.2	SECOND FLOOR PLAN INTERIOR SIGNAGE		9.1.2020
2.ID5.3	THIRD FLOOR PLAN INTERIOR SIGNAGE		9.1.2020
2.ID5.4	FOURTH FLOOR PLAN INTERIOR SIGNAGE		9.1.2020
2.ID5.5	SIGNAGE DETAILS		9.1.2020
2.ID5.6	SIGNAGE DETAILS		9.1.2020
2.ID5.7	SIGNAGE DETAILS		9.1.2020
2.ID6.0A	BASEMENT FLOOR PLAN WEST FURNITURE		9.1.2020
2.ID6.0B	BASEMENT FLOOR PLAN EAST FURNITRE		9.1.2020
2.ID6.1A	FIRST FLOOR PLAN FURNITURE WEST		9.1.2020
2.ID6.1B	FIRST FLOOR PLAN EAST FURNITURE		9.1.2020
2.ID6.2A	SECOND FLOOR PLAN WEST FURNITURE		9.1.2020
2.ID6.2B	SECOND FLOOR PLAN EAST FURNITURE		9.1.2020

2.ID6.3A	THIRD FLOOR PLAN WEST FURNIUTRE		9.1.2020
2.ID6.3B	THIRD FLOOR PLAN EAST FURNITURE		9.1.2020
2.ID6.3C	THIRD FLOOR PLAN TEMP. COMM. COOR FURNITURE		9.1.2020
2.ID6.4A	FOURTH FLOOR PLAN WEST FURNITURE		9.1.2020
2.ID6.4B	FOURTH FLOOR PLAN EAST FURNITURE		9.1.2020
2.MU.1	MOCK-UP		9.1.2020
2.MU.2	MOCK-UP		9.1.2020
2.MU.3	MOCK-UP		9.1.2020
			9.1.2020
2.M1.0	MECHANICAL GENERAL NOTES, SYMBOL LEGEND	Add. 3	10.12.2020
2.M3.0A	BASEMENT FLOOR PLAN - WEST		9.1.2020
2.M3.0B	BASEMENT FLOOR PLAN - EAST		9.1.2020
2.M3.1A	FIRST FLOOR PLAN - WEST		9.1.2020
2.M3.1B	FIRST FLOOR PLAN - EAST		9.1.2020
2.M3.2A	SECOND FLOOR PLAN - WEST		9.1.2020
2.M3.2B	SECOND FLOOR PLAN - EAST		9.1.2020
2.M3.3A	THIRD FLOOR PLAN - WEST		9.1.2020
2.M3.3B	THIRD FLOOR PLAN - EAST		9.1.2020
2.M3.4A	FOURTH FLOOR PLAN - WEST		9.1.2020
2.M3.4B	FOURTH FLOOR PLAN - EAST	Add. 2	10.6.2020
2.M3.5A	ROOF PLAN - WEST -	Add. 3	10.12.2020
2.M3.5B	ROOF PLAN - EAST -	Add. 3	10.12.2020
2.M4.0A	BASEMENT FLOOR PLAN - WEST		9.1.2020
2.M4.0B	BASEMENT FLOOR PLAN - EAST		9.1.2020
2.M4.1A	FIRST FLOOR PLAN - WEST		9.1.2020
2.M4.1B	FIRST FLOOR PLAN - EAST	Add. 2	10.6.2020
2.M4.2A	SECOND FLOOR PLAN - WEST		9.1.2020
2.M4.2B	SECOND FLOOR PLAN - EAST		9.1.2020
2.M4.3A	THIRD FLOOR PLAN - WEST		9.1.2020
2.M4.3B	THIRD FLOOR PLAN - EAST		9.1.2020
2.M4.4A	FOURTH FLOOR PLAN - WEST		9.1.2020
2.M4.4B	FOURTH FLOOR PLAN - EAST	Add. 3	10.12.2020
2.M5.0	ENLARGED MECHANICAL ROOM	Add. 2	10.6.2020
2.M5.1	PENTHOUSE 3D VIEW		9.1.2020
2.M5.2	RADIANT FLOORING		9.1.2020
2.M6.0	MECHANICAL DETAILS		9.1.2020
2.M6.1	MECHANICAL DETAILS		9.1.2020
2.M6.2	MECHANICAL DETAILS		9.1.2020
2.M6.3	MECHANICAL DETAILS		9.1.2020
2.M6.4	MECHANICAL DETAILS		9.1.2020
2.M7.0	CHILLED WATER FLOW DIAGRAM	Add. 3	10.12.2020

2.M7.1	HEATING WATER FLOW DIAGRAM		9.1.2020
2.M7.2	AHU-1 ELEVATIONS	Add. 2	10.6.2020
2.M7.3	AHU-2 ELEVATIONS	Add. 2	10.6.2020
2.M7.4	AIRFLOW DIAGRAMS AHU-1 & AHU-2		9.1.2020
2.M7.5	EXHAUST FLOW DIAGRAMS	Add. 2	10.6.2020
2.M8.0	TEMPERATURE CONTROLS		9.1.2020
2.M8.1	TEMPERATURE CONTROLS	Add. 2	10.6.2020
2.M8.2	TEMPERATURE CONTROLS	Add. 2	10.6.2020
2.M8.3	TEMPERATURE CONTROLS	Add. 2	10.6.2020
2.M8.4	TEMPERATURE CONTROLS	Add. 2	10.6.2020
2.M8.5	TEMPERATURE CONTROLS	Add. 3	10.12.2020
2.M8.6	TEMPERATURE CONTROLS		9.1.2020
2.M9.0	MECHANICAL SCHEDULES		9.1.2020
2.M9.1	MECHANICAL SCHEDULES	Add. 3	10.12.2020
2.M9.2	MECHANICAL SCHEDULES	Add. 2	10.6.2020
			9.1.2020
2.P1.0	PLUMBING GENERAL NOTES, SYMBOL LEGEND	Add. 2	10.6.2020
2.P3.0A	PLUMBING FLOOR PLAN - WEST - WASTE		9.1.2020
2.P3.0B	PLUMBING FLOOR PLAN - EAST - WASTE		9.1.2020
2.P3.1A	PLUMBING FLOOR PLAN - WEST - WASTE		9.1.2020
2.P3.1B	PLUMBING FLOOR PLAN - EAST - WASTE		9.1.2020
2.P3.2A	PLUMBING FLOOR PLAN - WEST - WASTE		9.1.2020
2.P3.2B	PLUMBING FLOOR PLAN - EAST - WASTE		9.1.2020
2.P3.3A	PLUMBING FLOOR PLAN - WEST - WASTE		9.1.2020
2.P3.3B	PLUMBING FLOOR PLAN - EAST - WASTE		9.1.2020
2.P3.4A	PLUMBING FLOOR PLAN - WEST - WASTE		9.1.2020
2.P3.4B	PLUMBING FLOOR PLAN - EAST - WASTE		9.1.2020
2.P3.5A	PLUMBING PLAN - WEST - PLUMBING		9.1.2020
2.P3.5B	PLUMBING PLAN - EAST - PLUMBING		9.1.2020
2.P4.0A	PLUMBING FLOOR PLAN - WEST - PIPING		9.1.2020
2.P4.0B	PLUMBING FLOOR PLAN - EAST - PIPING		9.1.2020
2.P4.1A	PLUMBING FLOOR PLAN - WEST - PIPING		9.1.2020
2.P4.1B	PLUMBING FLOOR PLAN - EAST - PIPING		9.1.2020
2.P4.2A	PLUMBING FLOOR PLAN - WEST - PIPING		9.1.2020
2.P4.2B	PLUMBING FLOOR PLAN - EAST - PIPING		9.1.2020
2.P4.3A	PLUMBING FLOOR PLAN - WEST - PIPING		9.1.2020
2.P4.3B	PLUMBING FLOOR PLAN - EAST - PIPING		9.1.2020
2.P4.4A	PLUMBING FLOOR PLAN - WEST - PIPING		9.1.2020
2.P4.4B	PLUMBING FLOOR PLAN - EAST - PIPING		9.1.2020
2.P5.0	PLUMBING DETAILS		9.1.2020
2.P5.1	PLUMBING DETAILS	Add. 2	10.6.2020

2.P5.2	PLUMBING DETAILS		9.1.2020
2.P6.0	PLUMBING ISOMETRICS		9.1.2020
2.P6.1	PLUMBING ISOMETRICS		9.1.2020
2.P6.2	PLUMBING ISOMETRICS		9.1.2020
2.P6.3	PLUMBING ISOMETRICS		9.1.2020
2.P6.4	PLUMBING RISER DIAGRAMS		9.1.2020
2.P6.5	PLUMBING RISER DIAGRAMS		9.1.2020
2.P6.6	PLUMBING RISER DIAGRAMS		9.1.2020
2.P6.7	PLUMBING RISER DIAGRAMS		9.1.2020
2.P6.8	PLUMBING RISER DIAGRAMS		9.1.2020
2.P6.9	PLUMBING RISER DIAGRAMS		9.1.2020
2.P6.10	PLUMBING RISER DIAGRAMS		9.1.2020
2.P6.11	PLUMBING RISER DIAGRAMS		9.1.2020
2.P6.12	PLUMBING RISER DIAGRAMS		9.1.2020
2.P7.0	PLUMBING SCHEDULE	Add. 2	10.6.2020
			9.1.2020
2.E1.0	ELECTRICAL GENERAL NOTES & SYMBOL LEGEND	Add. 2	10.6.2020
2.E3.0A	LIGHTING - BASEMENT FLOOR PLAN - WEST - ELECTRICAL	Add. 2	10.6.2020
2.E3.0B	LIGHTING - BASEMENT FLOOR PLAN - EAST - ELECTRICAL		9.1.2020
2.E3.1A	LIGHTING - FIRST FLOOR PLAN - WEST - ELECTRICAL		9.1.2020
2.E3.1B	LIGHTING - FIRST FLOOR PLAN - EAST - ELECTRICAL		9.1.2020
2.E3.2A	LIGHTING - SECOND FLOOR PLAN - WEST - ELECTRICAL		9.1.2020
2.E3.2B	LIGHTING - SECOND FLOOR PLAN - EAST - ELECTRICAL		9.1.2020
2.E3.3A	LIGHTING - THIRD FLOOR PLAN - WEST - ELECTRICAL	Add. 2	10.6.2020
2.E3.3B	LIGHTING - THIRD FLOOR PLAN - EAST - ELECTRICAL		9.1.2020
2.E3.4A	LIGHTING - FOURTH FLOOR PLAN - WEST - ELECTRICAL		9.1.2020
2.E3.4B	LIGHTING - FOURTH FLOOR PLAN - EAST - ELECTRICAL		9.1.2020
2.E3.5B	LIGHTING - ROOF PLAN - EAST - ELECTRICAL		9.1.2020
2.E4.0A	POWER - BASEMENT FLOOR PLAN - WEST - ELECTRICAL		9.1.2020
2.E4.0B	POWER - BASEMENT FLOOR PLAN - EAST - ELECTRICAL		9.1.2020
2.E4.1A	POWER - FIRST FLOOR PLAN - WEST - ELECTRICAL		9.1.2020
2.E4.1B	POWER - FIRST FLOOR PLAN - EAST - ELECTRICAL		9.1.2020
2.E4.2A	POWER - SECOND FLOOR PLAN - WEST - ELECTRICAL		9.1.2020
2.E4.2B	POWER - SECOND FLOOR PLAN - EAST - ELECTRICAL		9.1.2020
2.E4.3A	POWER - THIRD FLOOR PLAN - WEST - ELECTRICAL		9.1.2020
2.E4.3B	POWER - THIRD FLOOR PLAN - EAST - ELECTRICAL		9.1.2020
2.E4.4A	POWER - FOURTH FLOOR PLAN - WEST - ELECTRICAL		9.1.2020
2.E4.4B	POWER - FOURTH FLOOR PLAN - EAST - ELECTRICAL		9.1.2020
2.E4.5A	POWER - ROOF PLAN - WEST - ELECTRICAL		9.1.2020

2.E4.5B	POWER - ROOF PLAN - EAST - ELECTRICAL		9.1.2020
2.E4.6	FEEDER - BASEMENT FLOOR PLAN - ELECTRICAL		9.1.2020
2.E4.7	FEEDER - FIRST FLOOR PLAN - ELECTRICAL		9.1.2020
2.E4.8	FEEDER - SECOND FLOOR PLAN - ELECTRICAL		9.1.2020
2.E4.9	FEEDER - THIRD FLOOR PLAN - ELECTRICAL		9.1.2020
2.E4.10	FEEDER - FOURTH FLOOR PLAN - ELECTRICAL		9.1.2020
2.E4.11	FEEDER - ROOF PLAN - ELECTRICAL		9.1.2020
2.E5.0A	SYSTEMS - BASEMENT FLOOR PLAN - WEST - ELECTRICAL		9.1.2020
2.E5.0B	SYSTEMS - BASEMENT FLOOR PLAN - EAST - ELECTRICAL		9.1.2020
2.E5.1A	SYSTEMS - FIRST FLOOR PLAN - WEST - ELECTRICAL		9.1.2020
2.E5.1B	SYSTEMS - FIRST FLOOR PLAN - EAST - ELECTRICAL		9.1.2020
2.E5.2A	SYSTEMS - SECOND FLOOR PLAN - WEST - ELECTRICAL		9.1.2020
2.E5.2B	SYSTEMS - SECOND FLOOR PLAN - EAST - ELECTRICAL		9.1.2020
2.E5.3A	SYSTEMS - THIRD FLOOR PLAN - WEST - ELECTRICAL		9.1.2020
2.E5.3B	SYSTEMS - THIRD FLOOR PLAN - EAST - ELECTRICAL		9.1.2020
2.E5.4A	SYSTEMS - FOURTH FLOOR PLAN - WEST - ELECTRICAL		9.1.2020
2.E5.4B	SYSTEMS - FOURTH FLOOR PLAN - EAST - ELECTRICAL		9.1.2020
2.E5.5B	SYSTEMS - ROOF PLAN - EAST - ELECTRICAL	Add. 3	10.12.2020
2.E6.0	DEMOLITION & NEW WORK -POWER RISER DIAGRAM- ELECTRICALSITE PLAN - ELECTRICAL		9.1.2020
2.E6.1	NEW WORK- POWER RISER DIAGRAM - PART 1 ELECTRICAL		9.1.2020
2.E6.2	NEW WORK- POWER RISER DIAGRAM - PART 2 ELECTRICAL		9.1.2020
2.E7.0	SCHEDULES - ELECTRICAL		9.1.2020
2.E7.1	SCHEDULES - ELECTRICAL		9.1.2020
2.E7.2	SCHEDULES - ELECTRICAL		9.1.2020
2.E7.3	PANEL SCHEDULES - ELECTRICAL		9.1.2020
2.E7.4	PANEL SCHEDULES - ELECTRICAL		9.1.2020
2.E7.5	PANEL SCHEDULES - ELECTRICAL		9.1.2020
2.E7.6	PANEL SCHEDULES - ELECTRICAL		9.1.2020
2.E7.7	PANEL SCHEDULES - ELECTRICAL		9.1.2020
2.E7.8	PANEL SCHEDULES - ELECTRICAL		9.1.2020
2.E7.9	PANEL SCHEDULES - ELECTRICAL		9.1.2020
2.E8.0	ELECTRICAL DETAILS		9.1.2020
2.E8.1	ELECTRICAL DETAILS		9.1.2020
2.E8.2	ELECTRICAL DETAILS		9.1.2020
2.E8.3	ELECTRICAL DETAILS		9.1.2020
2.E8.4	ELECTRICAL DETAILS		9.1.2020

2.ES.1	DEMOLITION - SITE PLAN - ELECTRICAL		9.1.2020
2.ES.2	NEW WORK - SITE PLAN - ELECTRICAL		9.1.2020
2.ES.3	ENLARGED SITE PLAN - ELECTRICAL		9.1.2020
			9.1.2020
2.FP1.0	PROTECTION GENERAL NOTES, SYMBOL LEGEND		9.1.2020
2.FP3.0A	FLOOR PLAN - WEST - FIRE PROTECTION		9.1.2020
2.FP3.0B	FLOOR PLAN - EAST - FIRE PROTECTION		9.1.2020
2.FP3.1A	FLOOR PLAN - WEST - FIRE PROTECTION		9.1.2020
2.FP3.1B	FLOOR PLAN - EAST - FIRE PROTECTION		9.1.2020
2.FP3.2A	FLOOR PLAN - WEST - FIRE PROTECTION		9.1.2020
2.FP3.2B	FLOOR PLAN - EAST - FIRE PROTECTION		9.1.2020
2.FP3.3A	FLOOR PLAN - WEST - FIRE PROTECTION		9.1.2020
2.FP3.3B	FLOOR PLAN - EAST - FIRE PROTECTION		9.1.2020
2.FP3.4A	FLOOR PLAN - WEST - FIRE PROTECTION		9.1.2020
2.FP3.4B	FLOOR PLAN - EAST - FIRE PROTECTION		9.1.2020
2.FP3.5	PLAN - EAST - FIRE PROTECTION		9.1.2020
			9.1.2020
2.T1.0	GENERAL NOTES & SYMBOL LEGEND		9.1.2020
2.T1.1	RISER DETAIL		9.1.2020
2.T1.2	OUTLET DETAILS		9.1.2020
2.T3.0A	FLOOR PLAN - WEST - TELECOM		9.1.2020
2.T3.0B	FLOOR PLAN - EAST - TELECOM		9.1.2020
2.T3.1A	FLOOR PLAN - WEST - TELECOM		9.1.2020
2.T3.1B	FLOOR PLAN - EAST - TELECOM		9.1.2020
2.T3.2A	FLOOR PLAN - WEST - TELECOM		9.1.2020
2.T3.2B	FLOOR PLAN - EAST - TELECOM		9.1.2020
2.T3.3A	FLOOR PLAN - WEST - TELECOM		9.1.2020
2.T3.3B	FLOOR PLAN - EAST - TELECOM		9.1.2020
2.T3.4A	FLOOR PLAN - WEST - TELECOM		9.1.2020
2.T3.4B	FLOOR PLAN - EAST - TELECOM		9.1.2020
2.T3.5B	PLAN - EAST - TELECOM		9.1.2020
2.T4.0	GROUNDING AND PATHWAYS	Add. 2	10.6.2020
2.T5.1	ROOM DETAILS		9.1.2020
2.T5.2	ROOM DETAILS		9.1.2020
2.T5.3	ROOM DETAILS		9.1.2020

**Phase 2 - EXHIBIT 5
Allowances**

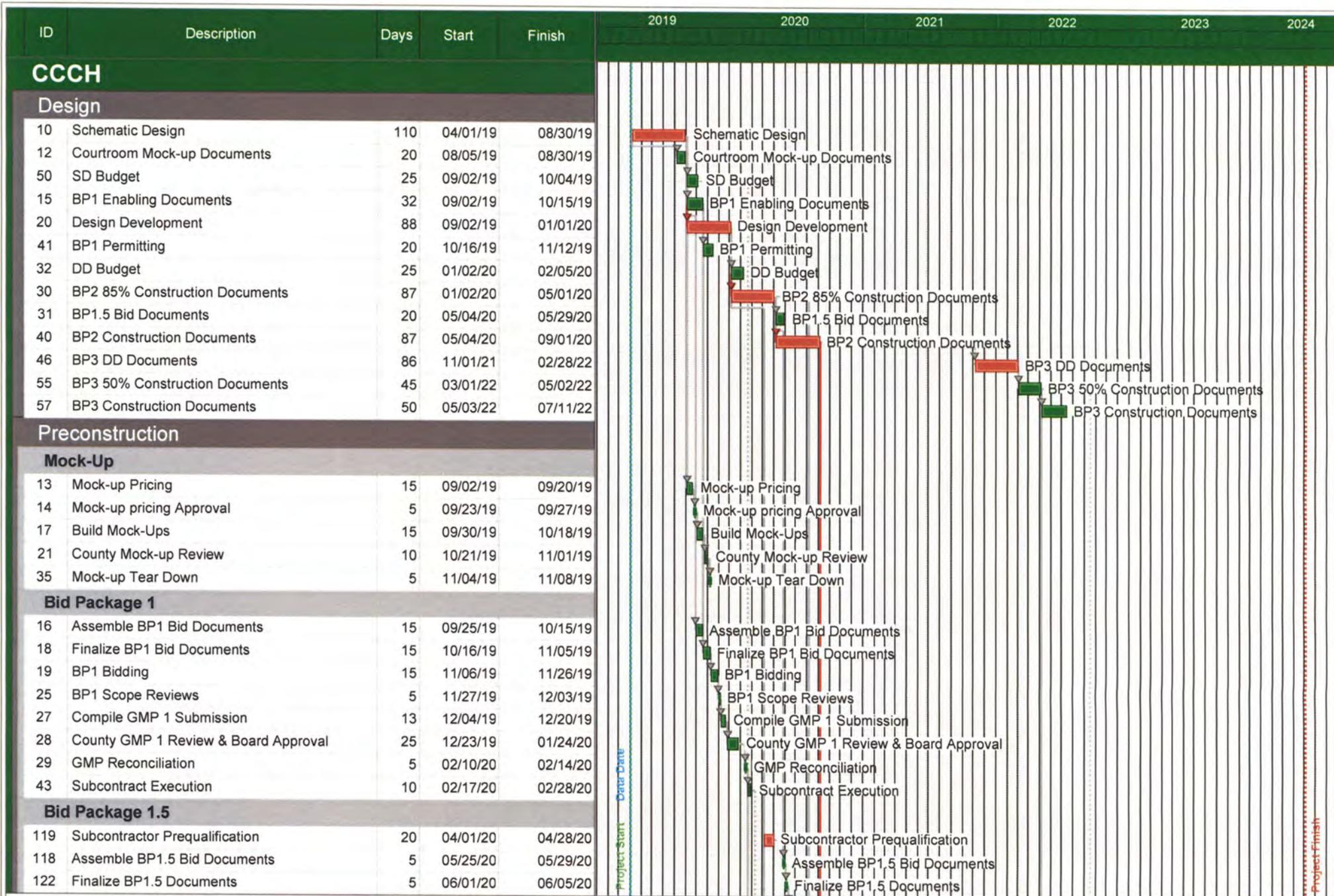
Allowances Included in this Phase:

Number	Description	Unit Cost	Value
1	Continuous cleaning per man hour (\$/mh)	\$21.00	In BC-01A
3	Fireproofing patching (\$/crew hour)	\$225.00	\$22,500
4a	09B Ceramic Tile - Floor prep (\$/Bag)	\$49.17	\$9,834
4b	09D Resilient - Floor prep (\$/Bag)	\$65.00	\$13,000
5	Epoxy floor fill (\$/CF)	\$175.00	\$35,000
6	Undercut & waste unsuitable soils offsite (\$/CY)	\$43.39	\$43,390
13	Medico cylinders & cores for access panels (\$/EA)	\$315.00	\$31,500
14	Brick Allowance (\$/1000 Brick)	\$1,200.00	\$137,839
N/A	Building Permit (City)	N/A	\$30,000
N/A	DAS System Allowance	N/A	\$198,477
N/A	Precast Concrete Planks	N/A	\$250,000
N/A	Upgraded Wood Veneer Finishes	N/A	\$60,000
N/A	Bronze Pavers	N/A	\$50,000
N/A	Traffic Signal Changes	N/A	\$120,000
N/A	Security Window Frames	N/A	\$36,000
		Total:	\$1,037,540

**Phase 2 - EXHIBIT 6
Alternates**

Alternates accepted and included in this Phase:

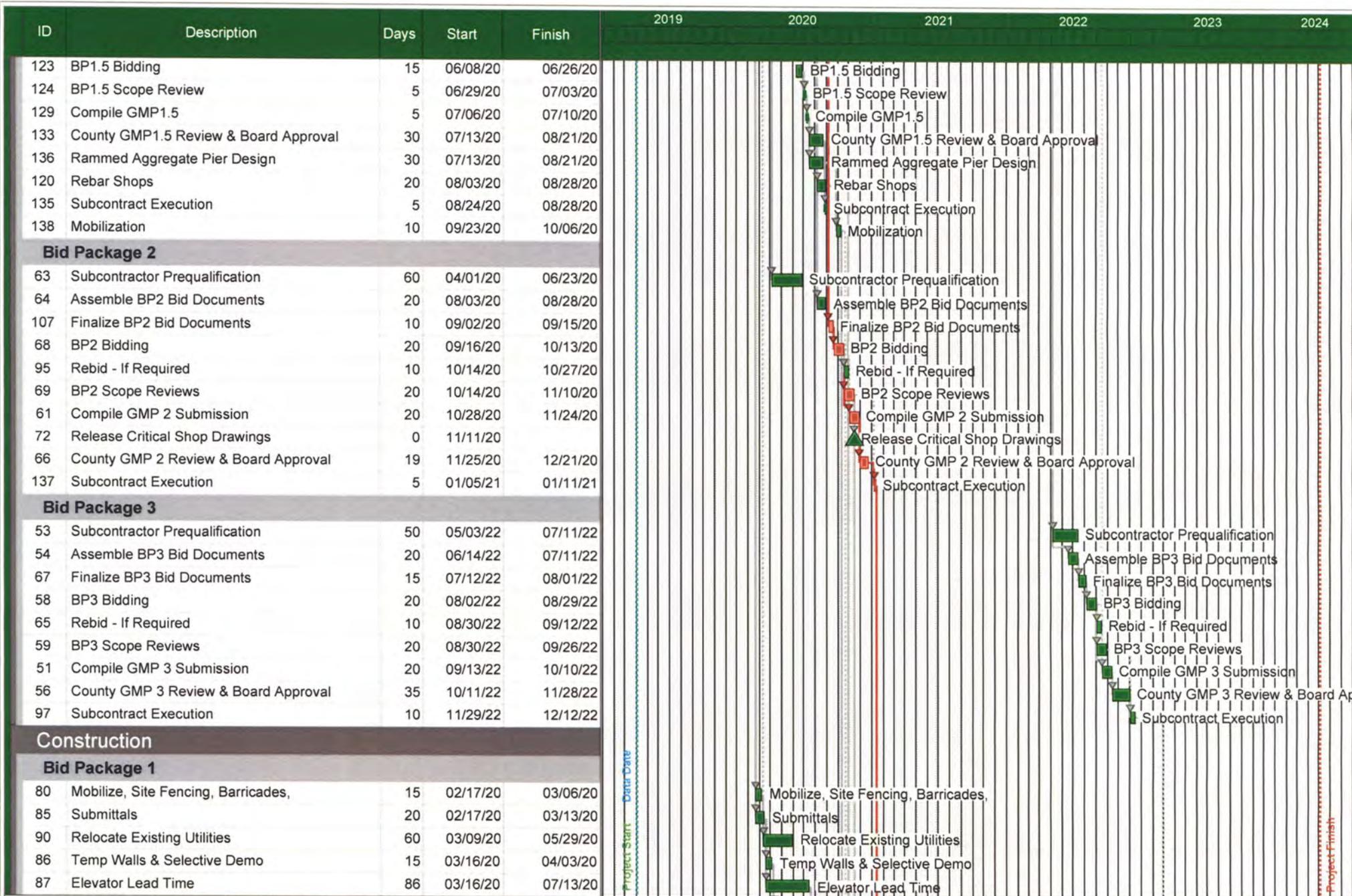
Alternate	Description	Value
Own. Pref No. 1	Provide a DDC Control system by the Basis of Design Manufacturer as indicated in Specification Section 23 09 23.	\$47,500
Own. Pref No. 3	Provide Interior Lighting, for the fixtures listed below, by the Manufacture indicated below. i. Linear fixtures are types LA, LB, LC, LE, LF, LK, LL, LP, & DJ as manufactured by Lumenwerx. ii. Point source fixtures (downlights, cylinders, etc.) are types AA, AC, AD, DA, DB, DH, DL, DM, & DN as manufactured by Intense. iii. Light fixture type LD is the low-profile linear fixture in the millwork at the courtroom entrances as manufactured by Dado. iv. Light fixture type GA: A white-tunable luminous ceiling backlighting of wood-slat ceiling above the main public stair as manufactured by Cooledge.	\$294,596
Own. Pre No. 4	Provide LED Exterior Lighting, for fixture type SC, by the basis of design manufacturer Hess America.	\$74,341
Own. Pre No. 5	Provide wood veneer laminate wall panels by the Basis of Design Manufacturer as indicated in Specification Section 07 42 43.11	\$0
1	Chiller CH-3: Provide labor and material to furnish and install a third rotary screw compressor chiller, CH-3, in the chiller room as shown on drawings and specified in section 236426.16. The alternate price is to include all necessary piping, and electrical connections. The alternate is to also include all required temperature controls for full incorporation into the Chilled Water System.	\$363,681
3	Third Primary Chilled Water Pump: Provide labor and material to furnish and install a third Primary Chilled Water Pump as shown on drawings and as specified in section 232123. The alternate is to include all necessary piping, and electrical connections. The alternate is to also include all required temperature controls for full incorporation into the Chilled Water System.	\$28,414
4	Third Secondary Chilled Water Pump: Provide labor and material to furnish and install a third Secondary Chilled Water Pump as shown on drawings and as specified in section 232123. The alternate is to include all necessary piping, and electrical connections. The alternate is to also include all required temperature controls for full incorporation into the Chilled Water System.	\$28,414
5	Courtroom Doors Smart Glass: Provide labor and material to furnish and install Smart Glass in lieu of base bid glass at courtroom vestibule doors : 202.0A, 202.0B, 204.0A, 204.0B	\$38,800
	Total:	\$875,746



Start Date: 04/01/19
 Finish Date: 05/02/24
 Data Date: 04/01/19
 Run Date: 11/23/20

CCCH Phase 2 Schedule

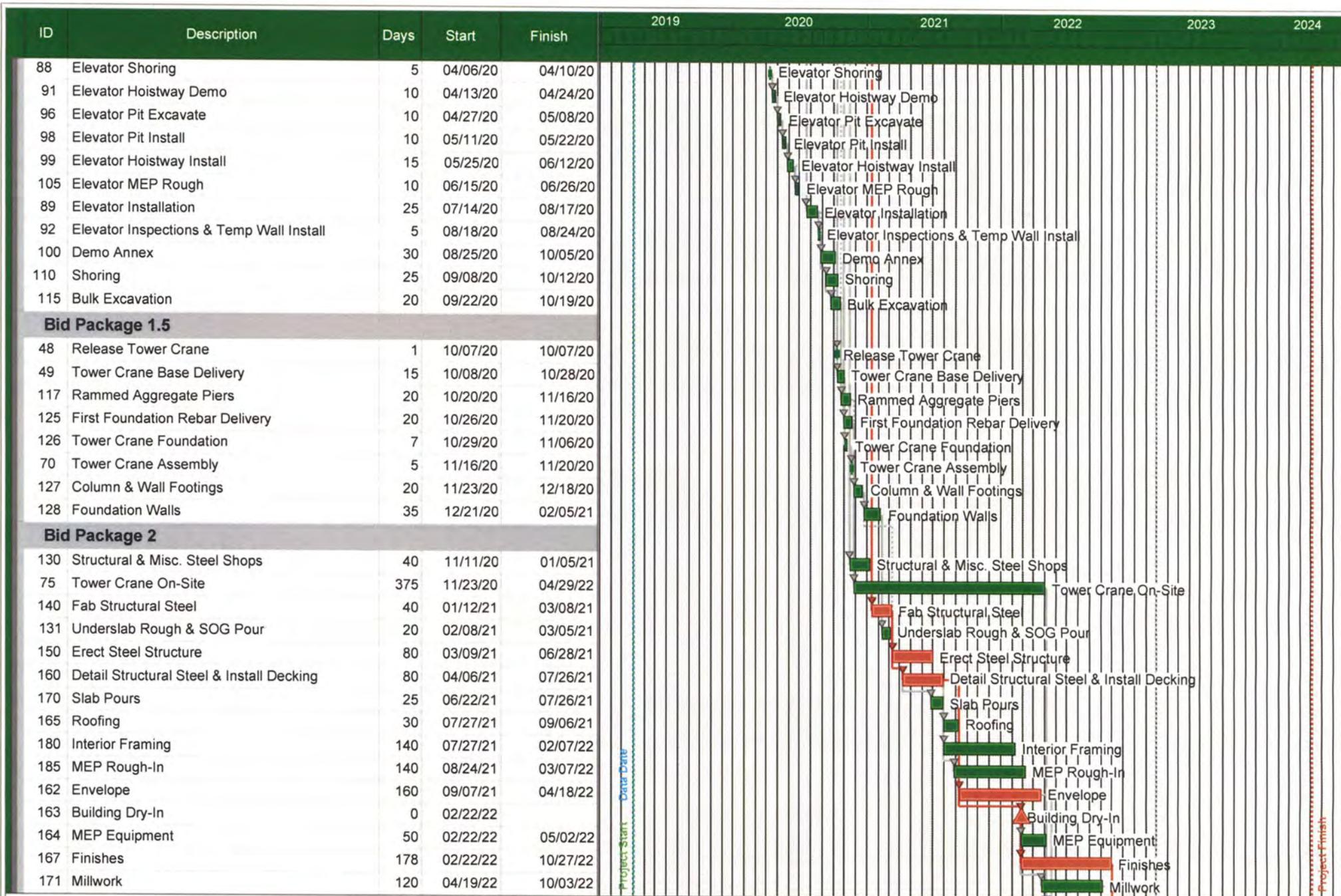




Start Date: 04/01/19
 Finish Date: 05/02/24
 Data Date: 04/01/19
 Run Date: 11/23/20

CCCH Phase 2 Schedule

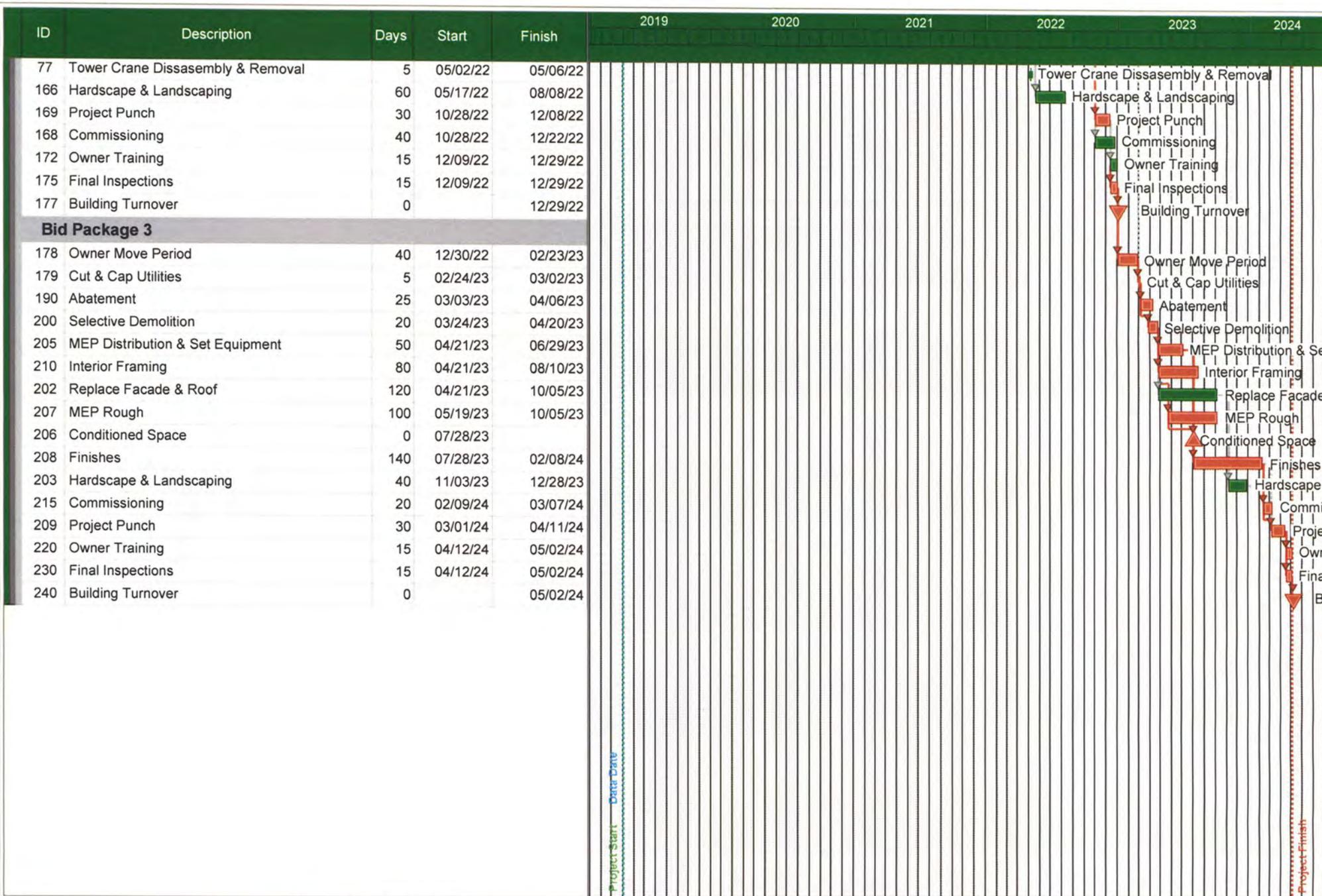




Start Date: 04/01/19
 Finish Date: 05/02/24
 Data Date: 04/01/19
 Run Date: 11/23/20

CCCH Phase 2 Schedule





Start Date: 04/01/19
 Finish Date: 05/02/24
 Data Date: 04/01/19
 Run Date: 11/23/20

CCCH Phase 2 Schedule



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - Transfer of Radar Trailer Asset to the Town of Harrisburg

BRIEF SUMMARY:

The Town of Harrisburg has requested a surplus radar trailer (asset 8207) from the Sheriff's Department.

The radar trailer would be used by the Harrisburg Division of the Cabarrus County Sheriff's Department for localized law enforcement services within the Town.

The actual radar equipment on the trailer is in disrepair and uses an outdated type of radar. The town plans to up fit the trailer with modern radar equipment.

REQUESTED ACTION:

Motion to declare asset 8207 from the Sheriff's Office fleet as surplus property and authorize the transfer in accordance with the County's surplus property policy.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Michael Miller, Infrastructure and Asset Management Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Request from Harrisburg

Michael Miller

From: Connie White
Sent: Tuesday, November 10, 2020 2:31 PM
To: Michael Miller; Kyle Bilafer
Subject: FW: Trailer Request

See the email below please:

Connie White
Program Specialist

Infrastructure & Asset Management
Cabarrus County
O: 704-920-3262
F: 704-920-3214



From: Christopher Measimer <CMeasimer@cabarruscounty.us>
Sent: Tuesday, November 10, 2020 2:26 PM
To: Connie White <CJWhite@cabarruscounty.us>
Cc: Tessa Burchett <TDBurchett@cabarruscounty.us>
Subject: FW: Trailer Request

From: Haynes Brigman <hbrigman@harrisburgnc.org>
Sent: Tuesday, November 10, 2020 2:08 PM
To: Christopher Measimer <CMeasimer@cabarruscounty.us>
Subject: Trailer Request

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

Capt. Burchett and Lt. Measimer:

The Town of Harrisburg would like to request the Cabarrus County Sheriff's Department assign or surplus the DWI/Radar Trailer (Asset #8207) to the Town for use by the Harrisburg Division of the Cabarrus County Sheriff's Department localized law enforcement services within the Town.

Thank you for your consideration of this request.

Haynes M. Brigman
Town Manager
Town of Harrisburg
4100 Main St., Suite 101

PO Box 100
704.455.0706
hbrigman@harrisburgnc.org



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

December 7, 2020
4:15 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - Transfer of Surplus Vehicle to Allen Volunteer Fire Department

BRIEF SUMMARY:

Allen Volunteer Fire Department has requested one surplus vehicle from the Cabarrus County Sheriff's Office fleet. County staff have identified asset 8347 (VIN - 1FAHP2MK6EG131671), a 2014 Police Interceptor with 146,286 miles, as a match for their request.

According to the request from the fire department, the vehicle will primarily be used for the Chief's to run errands, attend required meetings and trainings, community outreach, and public relations.

REQUESTED ACTION:

Motion to declare asset 8347 from the Sheriff's Office fleet as surplus property and authorize disposition in accordance with the County's Vehicle Replacement Policy.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Michael Miller, Infrastructure and Asset Management Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Request Letter



ALLEN VOLUNTEER FIRE DEPARTMENT, Inc.
4000 U.S. Hwy. 601 S. ~ Concord, N.C. 28025

To whom it may concern,

Allen Volunteer Fire Department would like to request one of the surplus Sheriff Department vehicles the Ford Taurus Interceptor. The reason for the vehicle would be for our Chief Officers and administrative staff to handle fire department business inside or outside the district as needed. These vehicles will primarily be used for the Chief's to run errands, attend required meetings, community outreach and public relations. The vehicle will also be utilized by members of the department who may have to travel to obtain required classes. This vehicle will also be kept in a state of readiness and response for a Quick Response vehicle for the department as needed.

Thank you for any consideration,

Matthew Pethel

Matthew D. Pethel

Fire Chief
Allen Volunteer Fire Department Inc.
704-791-6934
mpethel11@gmail.com

Proudly Serving Since 1959

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

ITS - Contract for Telecommunications

BRIEF SUMMARY:

Requesting approval to enter a 36-month agreement with Windstream for telecommunication services. ITS will facilitate conversion from PRI (Primary Rate Interface) to SIP (Session Initiation Protocol) connections for telephony services. This contract will also standardize pricing for B-1 phone lines.

These are budgeted services and will actually reduce annual pricing.

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Todd Shanley, Information Technology Services, Chief Information Officer

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Draft Agreement

Account Summary

Customer Name	CABARRUS County
Quote #	2129404
Windstream Enterprise Representative	Elaine Stone
Contract Term Length	36 Months
Effective Date	October 22, 2020
MMF	\$2,606.64

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
Advantage Business Lines	\$615.00	\$0.00
Common Voice Features	\$300.00	\$0.00
Remote Call Forward	\$72.00	\$0.00
Dynamic IP	\$1,552.65	\$0.00
Business Class Internet - ILEC	\$66.99	\$0.00
Total*	\$2,606.64	\$0.00

*The Monthly Recurring Charges represented above DO NOT include the taxes or charges that Windstream passes on to governmental entities AND the following Windstream fees and surcharges: Access Recovery Charge of up to \$3.00 per line or a maximum of 5 per trunk. Regulatory Assessment Surcharge of up to 8% applies to Interstate and International charges in the following states MN, NY and PA. An Administrative Service Fee of up to 12% applies to Interstate, Intrastate and Internet services monthly charges in all states except MN, NY and PA.

Service Agreement Summary

This Service Agreement is subject to and controlled by the Windstream Service Terms and Conditions and the service-specific terms and conditions located at <http://www.windstreamenterprise.com/service-terms-and-conditions>, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. By your signature you warrant that you have read, understand and agree to the Service Agreement, Windstream Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER	WINDSTREAM
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This offer is voidable by Windstream if not signed and returned by 12/6/2020.

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
CABARRUS COUNTY	\$195.00	\$0.00	\$0.00
CANNON LIBRARY KA CABARRUS COUNTY	\$30.00	\$0.00	\$0.00
CABARRUS COUNTY GOVERNMENT	\$872.70	\$0.00	\$0.00
FRANK LISKE PARK	\$15.00	\$0.00	\$0.00
CABARRUS COUNTY GOVERNMENT	\$15.00	\$0.00	\$0.00
CABARRUS COUNTY	\$60.00	\$0.00	\$0.00
CABARRUS COUNTY	\$15.00	\$0.00	\$0.00
CABARRUS COUNTY	\$30.00	\$0.00	\$0.00
CABARRUS COUNTY	\$60.00	\$0.00	\$0.00
CABARRUS COUNTY	\$66.00	\$0.00	\$0.00
CABARRUS COUNTY FLEET MAINTENANCE	\$27.00	\$0.00	\$0.00
CABARRUS COUNTY GOVERNMENT	\$15.00	\$0.00	\$0.00
CABARRUS COUNTY	\$30.00	\$0.00	\$0.00
CABARRUS COUNTY CAMP SPENCER	\$141.99	\$0.00	\$0.00
CABARRUS COUNTY	\$39.00	\$0.00	\$0.00
CABARRUS COUNTY EMS	\$15.00	\$0.00	\$0.00
CABARRUS COUNTY SHERIFF S DEPT	\$454.95	\$0.00	\$0.00
CABARRUS COUNTY DHS	\$525.00	\$0.00	\$0.00

Location Detail

Location Name	CABARRUS COUNTY	Account Number	67742594
Location Address	30 CORBAN Avenue South-East , CONCORD, NC 28025	Service Order Type	Conversion

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$195.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Advantage Business Lines			
POTS Lines	13	\$15.00	\$195.00
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
Total			\$195.00

Location Detail

Location Name	CANNON LIBRARY KA CABARRUS COUNTY	Account Number	497196
Location Address	850 MOUNTAIN ST , KANNAPOLIS, NC 28081	Service Order Type	Conversion

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$30.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Advantage Business Lines			
POTS Lines	2	\$15.00	\$30.00
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
Total			\$30.00

Location Detail

Location Name	CABARRUS COUNTY GOVERNMENT	Account Number	61116148
Location Address	65 CHURCH ST , CONCORD, NC 28025	Service Order Type	Conversion

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$872.70

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00

LD Block of 1000	30	\$10.00	\$300.00
Dynamic IP			\$445.00
Call Paths - SIP	46	Included	
Ethernet Access(3 Mb)	1	Included	
Managed Router - Advanced	1	Included	
Managed Router Equipment	1	Included	
IP Addresses Block of 4 Charge	1	\$0.00	\$0.00
Off Net Telephone Number	1	\$0.75	\$0.75
FSLC Charge	10	\$9.20	\$92.00
Direct Trunk Overflow Charge	1	\$34.95	\$34.95
		Total	\$872.70

Usage Rates

Product and Usage Rates				
Usage Type	Rate	Initial Increment	Additional Increment	Precision
Out of State Long Distance Charges (D)	0.025	6 sec	6 sec	2 digit†
In State Long Distance Charges (D)	0.025	6 sec	6 sec	2 digit†
Regional Long Distance Charges (D)	0.025	6 sec	6 sec	2 digit†

Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted on the individual Service Location listing in the Usage Rates sub-section.

Notes: 1 - Per Minute 2 - Per Call 3 - Per Minute per Participant

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charges, router maintenance, CPE maintenance and directory listings.
For the current features pricing, go to <https://www.windstream.com/about/legal/Fee-and-Surcharge-Guide>

*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

‡ Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

Location Detail

Location Name	FRANK LISKE PARK	Account Number	357187
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Location Address	4001 STOUGH RD , CONCORD, NC 28027-8960	Service Order Type	Conversion
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Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$15.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Advantage Business Lines			
POTS Lines	1	\$15.00	\$15.00
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
Total			\$15.00

Location Detail

Location Name	CABARRUS COUNTY GOVERNMENT	Account Number	208611268
Location Address	8045 ROCKY RIVER RD , HARRISBURG, NC 28081	Service Order Type	Conversion

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$15.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Advantage Business Lines			
POTS Lines	1	\$15.00	\$15.00
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
Total			\$15.00

Location Detail

Location Name	CABARRUS COUNTY	Account Number	208950848
Location Address	81 SPRING ST SW , CONCORD, NC 28025-5053	Service Order Type	Conversion

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$60.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Advantage Business Lines			
POTS Lines	4	\$15.00	\$60.00
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
Total			\$60.00

Location Detail

Location Name	CABARRUS COUNTY	Account Number	208345494
Location Address	363 CHURCH ST N , CONCORD, NC 28025	Service Order Type	Conversion

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$15.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Advantage Business Lines			
POTS Lines	1	\$15.00	\$15.00
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
Total			\$15.00

Location Detail

Location Name	CABARRUS COUNTY	Account Number	200392263
Location Address	369 CHURCH ST N , CONCORD, NC 28025-4561	Service Order Type	Conversion

Total One-Time Charges: \$0.00	Total Recurring Charges: \$30.00
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Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Advantage Business Lines			
POTS Lines	2	\$15.00	\$30.00
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
		Total	\$30.00

Location Detail

Location Name	CABARRUS COUNTY	Account Number	200417587
Location Address	8556 COOK ST , MOUNT PLEASANT, NC 28124	Service Order Type	Conversion

Total One-Time Charges: \$0.00	Total Recurring Charges: \$60.00
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Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Advantage Business Lines			
POTS Lines	4	\$15.00	\$60.00
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00

International Block	1	\$0.00	\$0.00
LD Block of 1000	0	\$10.00	\$0.00
Total			\$60.00

Location Detail

Location Name	CABARRUS COUNTY	Account Number	208746681
Location Address	4751 NC-49 , CONCORD, NC 28025-6204	Service Order Type	Conversion

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$66.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Advantage Business Lines			
POTS Lines	2	\$15.00	\$30.00
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
Remote Call Forward			
Remote Call Forward	3	\$12.00	\$36.00
Total			\$66.00

Location Detail

Location Name	CABBARUS COUNTY FLEET MAINTENANCE	Account Number	207587956
Location Address	243 BETSY CARPENTER PL SW , CONCORD, NC 28025-	Service Order Type	Conversion

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$27.00

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
Advantage Business Lines				
	POTS Lines	1	\$15.00	\$15.00
Common Voice Features				
	900/976 Block	1	\$0.00	\$0.00
	International Block	1	\$0.00	\$0.00
Remote Call Forward				
	Remote Call Forward	1	\$12.00	\$12.00
			Total	\$27.00

Location Detail

Location Name	CABARRUS COUNTY GOVERNMENT	Account Number	205905498
Location Address	380 HIGHWAY 49 S , CONCORD, NC 28025-8934	Service Order Type	Conversion

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$15.00

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
Advantage Business Lines				
	POTS Lines	1	\$15.00	\$15.00
Common Voice Features				
	900/976 Block	1	\$0.00	\$0.00
	International Block	1	\$0.00	\$0.00
			Total	\$15.00

Location Detail

Location Name	CABARRUS COUNTY	Account Number	204359889
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Location Address	760 ORPHANAGE RD , KANNAPOLIS, NC 28027-9660	Service Order Type	Conversion
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Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$30.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Advantage Business Lines			
POTS Lines	2	\$15.00	\$30.00
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
Total			\$30.00

Location Detail

Location Name	CABARRUS COUNTY CAMP SPENCER	Account Number	200418197
Location Address	3155 FOXFORD DR , CONCORD, NC 28025-8360	Service Order Type	Conversion

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$141.99

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Advantage Business Lines			
POTS Lines	5	\$15.00	\$75.00
Business Class Internet - ILEC			
Router Lease	1	\$7.00	\$7.00
Business Class Internet - ILEC - 10M/2M Internet	1	\$59.99	\$59.99
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
Total			\$141.99

Location Detail

Location Name	CABARRUS COUNTY	Account Number	208966105
Location Address	27 UNION ST N , CONCORD, NC 28025-4793	Service Order Type	Conversion

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$39.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Advantage Business Lines			
POTS Lines	1	\$15.00	\$15.00
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
Remote Call Forward			
Remote Call Forward	2	\$12.00	\$24.00
Total			\$39.00

Location Detail

Location Name	CABARRUS COUNTY EMS	Account Number	208444717
Location Address	31 Willowbrook Dr NW , CONCORD, NC 28027	Service Order Type	Conversion

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$15.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Advantage Business Lines			
POTS Lines	1	\$15.00	\$15.00

Common Voice Features				
	900/976 Block	1	\$0.00	\$0.00
	International Block	1	\$0.00	\$0.00
Total				\$15.00

Location Detail

Location Name	CABARRUS COUNTY SHERIFF S DEPT	Account Number	214115083
Location Address	30 CORBAN AVE SE , CONCORD, NC 28025-3571	Service Order Type	Conversion

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$454.95

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
Dynamic IP			\$330.00
DYNAMIC IP BANDWIDTH-3.0M	1	Included	
Managed Router - Advanced	1	Included	
Managed Router Equipment	1	Included	
SIP TRUNKING CALL PATHS	23	Included	
ADDITIONAL 4 IP ADDRESSES	1	\$0.00	\$0.00
TN Numbers - Group of 20	30	\$3.00	\$90.00
Direct Trunk Overflow	1	\$34.95	\$34.95
Total			\$454.95

Location Detail

Location Name	CABARRUS COUNTY DHS	Account Number	214115076
Location Address	1303 S CANNON BLVD , KANNAPOLIS, NC 28083-6232	Service Order Type	Conversion

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$525.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
Dynamic IP			\$450.00
DYNAMIC IP BANDWIDTH-3.0M	1	Included	
Managed Router - Advanced	1	Included	
Managed Router Equipment	1	Included	
SIP TRUNKING CALL PATHS	46	Included	
ADDITIONAL 4 IP ADDRESSES	1	\$0.00	\$0.00
TN Numbers - Group of 20	25	\$3.00	\$75.00
		Total	\$525.00

Letter of Agency

Contact Name: Todd Shanley	Company Name: CABARRUS County
Billing Address:	
City, State, Zip:	
Current Carrier:	Order Date:

Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorized Windstream Communications (“Windstream”) and its operating affiliates* listed on Exhibit A to change my Company’s provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below. Check all applicable services:

<input type="checkbox"/>	Local
<input type="checkbox"/>	Intrastate, IntraLATA Long Distance Service (also known as local toll)
<input type="checkbox"/>	Interstate, InterLATA and International Long Distance

I represent that I am at least eighteen years of age and that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number.

I choose Windstream to act as my agent to carry out the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, equipment vendor(s), and consultant(s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. I understand, that there may be a fee to change from the Company’s current telecommunications carrier(s) to Windstream.

Telephone Numbers:

I authorize Windstream to issue all necessary instructions on my behalf and confirm that my preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above. This agreement will remain in effect until revoked in writing by the Company.

Company

Signature: _____ **Date:** _____

*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversent Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, Windstream New Edge, LLC, Windstream FiberNet, LLC, Georgia Windstream, Intellifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin),

Windstream (Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerrville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&E Systems, D&E, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, IT-Comm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Norlight, North Carolina, NorthStar, NTI, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)

USAC ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS
FOR E-RATE PROGRAM APPLICANTS

This Addendum is entered between Windstream (“WIN”) and CABARRUS County (“Customer”) and amends the Windstream Service Agreement (“Agreement”) entered between WIN and Customer (“Parties”).

Because the Customer is a USAC E-Rate Program applicant, the Agreement is amended as follows:

1. Please indicate Customer’s Billed Entity Number (“BEN”):

BEN: _____

2. A new section, **Installation Before Funding Decision**, is added to the Agreement:

WIN recognizes that Customer’s ability to satisfy its obligations under this Agreement is dependent upon the receipt of funding from USAC, and the Parties have agreed to enter into this Agreement prior to receiving a funding decision. If Customer desires for WIN to proceed with installation of Services, or construction if applicable, prior to receipt of a funding decision, Customer must indicate its request below. Absent an affirmative response from Customer, WIN will not start installation or construction until after Customer and WIN receive a funding decision. Customer understands and agrees that if it chooses to have WIN proceed with installation or construction prior to receipt of a funding decision, and Customer does not receive funding, Customer shall be subject to the full termination liability as described in the **Effect of Termination** section of the Agreement in the event it terminates this Agreement.

Customer requests that WIN proceed with installation or construction prior to receipt of a funding decision.

___ YES ___ NO

3. A new section, **USAC Funding Denial**, is added to the Agreement:

In the event USAC funding is denied after first having been approved, and WIN has then installed the Services, Customer shall be obligated to pay 100% of the charges for the Services; however, if such funding is denied wholly and directly due to WIN’s actions or inactions, Customer may continue to pay the discounted rate for the remainder of the applicable funding year. Prior to the end of that funding year, the Parties will renegotiate pricing and Customer will have the option to either continue under the Agreement with the renegotiated pricing or re-bid the Services and re-apply for funding with USAC. WIN reserves the right to terminate for non-payment in accordance with Section 10 of the Agreement if Customer fails to pay the full amount owed for the Services.

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

WIN and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Handwritten modifications to this Addendum are not binding on either WIN or Customer.

CABARRUS County (Customer)	WINDSTREAM
_____ AUTHORIZED REP.	_____ AUTHORIZED REP.
_____ (PRINTED NAME):	_____ (PRINTED NAME):
_____ SIGNATURE:	_____ SIGNATURE:
_____ TITLE:	_____ TITLE:
_____ DATE:	_____ DATE:

ADDENDUM TO AGREEMENT

THIS ADDENDUM (“Addendum”) is entered into between Windstream and Cabarrus County (“Customer”), and amends the Service Agreement identified by Quote # 2129404 (“Agreement”) between Windstream and Customer (“Parties”).

The Agreement shall be deemed amended as follows:

NINETY (90) DAY SATISFACTION GUARANTEE-DYNAMIC IP SERVICES

In the event that Customer is not satisfied with the Dynamic IP Services on Quote # 2129404 provided by Windstream within the first ninety (90) days from Service installation, Customer shall have the right to terminate the affected Dynamic IP Services at the affected Service location without liability other than for Services rendered through the affected termination date. Should Customer terminate Services after the first ninety (90) days from Service installation, standard early termination charges shall apply. For the avoidance of doubt, this provision is only applicable to the Dynamic IP Services on Quote # 2129404.

SERVICE LEVEL AGREEMENT

The following Service credit table shall replace the Service credit table in *Section 3.1 Service Availability* in the Windstream Enterprise Data Product Service Level Agreement:

Service Unavailability Duration	Credit (Provided as a fraction of the MRC for the affected Service)
>.438 minutes and ≤ 1hour for Always On and protected or diverse pairs Wavelength Services	2/30 th of the monthly recurring charge (MRC)
>4.38 minutes and ≤ 1hour for Internet Service, MPLS Networking Services and unprotected Wavelength Services	2/30 th of the MRC
>1 hour and ≤ 2 hours	4/30 th of the MRC
>2 hours and ≤ 3 hours	6/30 th of the MRC
>3 hours and ≤ 4 hours	8/30 th of the MRC
>4 hours and ≤ 5 hours	10/30 th of the MRC
>5 hours and ≤ 6 hours	12/30 th of the MRC
>6 hours and ≤ 7 hours	14/30 th of the MRC
>7hours and ≤ 8 hours	16/30 th of the MRC
>8 hours and ≤ 9 hours	18/30 th of the MRC
>9 hours and ≤ 10 hours	20/30 th of the MRC
>10 hours and ≤ 11 hours	22/30 th of the MRC
>11 hours and ≤ 12 hours	24/30 th of the MRC
>12 hours and ≤ 13 hours	26/30 th of the MRC
>13 hours and ≤ 14 hours	28/30 th of the MRC
> 14 hours	30/30 th of the MRC

The Agreement noted above and this Addendum constitutes the Parties’ entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

Cabarrus County (Customer)	Windstream (and its affiliates)
_____ AUTHORIZED REP. (PRINTED NAME):	_____ AUTHORIZED REP. (PRINTED NAME):
_____ SIGNATURE:	_____ SIGNATURE:
_____ TITLE:	_____ TITLE:
_____ DATE:	_____ DATE:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Register of Deeds - Refund of Excise Tax

BRIEF SUMMARY:

Hartsell and Williams law firm recorded a Deed in both Stanly and Cabarrus Counties as required for a tract overlapping both counties. By statute, all the excise tax should have been paid to Stanly County as the most valuable portion of the tract is located in that county. Instead, the excise tax was prorated and \$234.00 was mistakenly paid to the Cabarrus County Register of Deeds Office by Hartsell and Williams and should be refunded. Hartsell and Williams has since paid the appropriate full amount of excise tax to Stanly County.

REQUESTED ACTION:

Motion to, in compliance with NCGS 105-228.37, authorize a refund to Hartsell and Williams law firm in the amount of \$234.00.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Wayne Nixon, Register of Deeds

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Refund Request

NOV 0 2020



J. MERRITT WHITE, III
H. JAY WHITE, SR.
DAVID C. WILLIAMS
K. TODD PHILLIPS
SAMUEL F. DAVIS, JR.
MICHAEL R. BURGNER
ANDREW T. CORNELIUS
ELIZABETH A. BAKER
AUSTIN "DUTCH" ENTWISTLE
JAMES M. WHITE, IV
E. GARRISON WHITE

71 MCCACHERN BOULEVARD, S.E.
POST OFFICE BOX 368 (28026)
CONCORD, NORTH CAROLINA 28025
TELEPHONE (704) 786-5161
FACSIMILE (704) 788-2215

THOMAS M. GRADY
JOHN R. BOGER, JR.
(OF COUNSEL)

ESTABLISHED 1896

LUTHER T. HARTSELL (1870-1961)
LUTHER T. HARTSELL JR. (1902-1961)
JOHN HUGH WILLIAMS (1913-1995)

November 3, 2020

Sender's Email: dwilliams@hwpalaw.com

Cabarrus County Board of Commissioners
Attn: Lauren Linker, Clerk to the Board
PO Box 707
Concord, NC 28026-0707

Dar Ms. Linker:

I am writing to request a matter be placed on the agenda for the next Board of Commissioners meeting. I handles a closing recently where a large tract of land straddled the County line between Stanly County and Cabarrus County. The larger part of the tract was in Stanly County. We mistakenly prorated the excise stamps and paid a portion of the total stamps to each County. In reality the full amount should have been paid to Stanly County.

The amount of stamps paid to Cabarrus County totaled \$234.00. That amount has now been paid to Stanly County so that they have received the total of \$1,020.00. We are requesting that the County refund the amount of \$234.00 to Hartsell & Williams, P.A. which was mistakenly paid to the Cabarrus County Register of Deeds on October 23, 2020.

I have attached a copy of the deed recorded in Cabarrus County on October 23, 2020 in the Book 14606, page 224 which shows the amount of stamps paid to Cabarrus County. I have also attached the Correction Affidavit also filed on October 23, 2020 in Book 14609, page 28, which corrects the deed to show that \$0.00 should have been paid to Cabarrus County.

Please let me know if you have any questions or need any additional information regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'David C. Williams'. The signature is written in a cursive style with a large, sweeping loop at the end.

David C. Williams

FILED Oct 23, 2020
AT 10:40:00 AM
BOOK 14606
START PAGE 0224
END PAGE 0226
INSTRUMENT # 37042
EXCISE TAX \$234.00

This instrument prepared by David C. Williams of Hartsell & Williams, PA, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the County Tax Administrator upon closing.

Tax Parcel No.: 6602-32-6176 (Cabarrus County)
6602-03-41-8234 (Stanly County)

This instrument prepared by: David C. Williams, Esq.
Mail after recording to: Grantee
Excise Tax: \$1020.00 (total)
[\$234.00 (Cabarrus County)]
[\$786.00 (Stanly County)]

NORTH CAROLINA DEED
CABARRUS COUNTY

THIS DEED made this 21 day of October, 2020, by Ryan Incorporated Mining, a Florida Corporation whose address is 1700 S. Powerline Rd., Suite H, Deerfield Beach, Florida 33442 ("Grantor"), to John D. Barringer and wife Shanda P. Barringer ("Grantee"), whose address is 44167 Ridenhour Road, Gold Hill, North Carolina 28071. The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH :-

That the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell, and convey unto the Grantee and his assigns, that certain lot or parcel of land situated in No. Seven (7) Township, Cabarrus County, North Carolina, and Ridenhour Township, Stanly County North Carolina and more particularly described as follows:

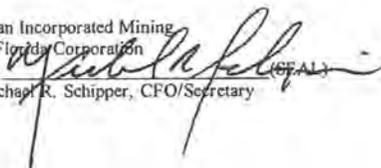
See Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all appurtenances thereunto belonging to the Grantee in fee simple.

The Grantor does hereby covenant that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. The title to the property hereinabove described is subject to the following exceptions:

All valid and existing rights of way, easements, and restrictions without reimposing the same.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

Ryan Incorporated Mining
A Florida Corporation
By:  (SEAL)
Michael R. Schipper, CFO/Secretary



Submitted electronically by "Hartsell & Williams, P.A." in compliance with North Carolina statutes governing recordable documents and the terms of the Memorandum of Understanding with the Office of the Register of Deeds of Cabarrus County. NCGS 47-14(a1)(5).

STATE OF FLORIDA
COUNTY OF Broward

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose stated therein and in the capacity indicated: Michael R. Schipper, CFO/Secretary of Ryan Incorporated Mining, a Florida corporation, Grantor. Witness my hand and official stamp or seal, this the 21st day of October, 2020.

[Signature]
Notary Public
Name: Dorothea Bigeck

My commission expires: 9-27-2023



[Handwritten mark]

EXHIBIT A

Being a tract of land containing 116.46 acres, more or less, lying in No. 7 Township, Cabarrus County, North Carolina, and in Ridenhour Township, Stanly County, North Carolina and being shown on a boundary survey for C. Spencer Plyler by Robert C. Lowery, R.L.S. dated January 3, 1983, recorded in Plat Book 19, page 67 in the office of the Register of Deeds of Cabarrus County, North Carolina and in Plat Book 9 at Page 66, in the office of the Register of Deeds of Stanly County, North Carolina, an being more particularly described as follows:

BEGINING at a stone found, an easterly corner of the land of the John M. Jordan heirs (now or formerly) and a northwest corner of the 98.10 acre tract of land conveyed to Joe Carter by deed recorded in Deed Book 325, at page 339, Stanly County Registry; thence N. 31-06-40 W. 726.68 feet to an iron pipe by white oak stump; thence N. 57-46-00 W. 1537.40 feet to an iron pipe on an edge of a road; thence along a private road N. 26-52-00 E. 1324.03 feet to an iron pipe on the east side of the road; thence S. 64-15-00 E. 917.39 feet to an iron pipe and stones; thence S. 19-55-40 W. 573.20 feet to an iron pipe; thence N. 53-03-00 E. 221.97 feet to an iron pipe; thence N. 70-23-40 E. 512.59 feet to a stone; thence S. 62-20-00 E. 1154.80 feet to an axle; thence S. 63-06-30 E. 884.34 feet to an iron pipe; thence S. 16-42-30 E., passing a stone at 542.60 feet, for a total distance of 946.97 feet to an iron pipe and stone; thence N. 46-32-50 W. 146.45 feet to an iron pipe and stones; thence S. 88-45-54 W. 1892.00 feet to an iron pipe; thence with four lines of said Joe Carter tract as follows: 1) S. 86-44-44 W. 82.33 feet to an iron pipe, 2) S. 00-32-50 E. 330.00 feet to an iron pipe, 3) N. 65-38-16 W. 198.00 feet to an iron pipe, and 4) N. 41-46-16 W. 59.06 feet to the place of BEGINNING, containing 116.46 acres, more or less, by survey of Robert C. Lowery, R.L. S., dated January 3, 1983.

For reference see deed of Carl Spencer Plyler, Executor, et al. to Carl Spencer Plyler (Tract XIII) dated January 11, 1971, and recorded in Deed Book 251, at page 248 Stanly County Registry and deed of Carl Spencer Plyler, Executor, et al. to Carl Spencer Plyler (Tract II) dated January 11, 1971, recorded in Deed Book 409, at page 136, Cabarrus County Registry. Also see deed of Mrs. L.L. Plyler and husband to C. D. Plyler dated June 11, 1918, recorded in Deed Book 98 at page 78, Cabarrus County Registry and recorded May 28, 1996 in Record Book 601, at page 131, in the office of the Register of Deed of Stanly County, North Carolina.

For further reference see Trustee's Deed from K. Todd Phillips, Substitute Trustee to Ryan Incorporated Mining recorded June 15, 2017 in Book 12537, page 240 (Tract I) Cabarrus County Register of Deeds and recorded June 19, 2017 in Book 1613, page 391.

Handwritten signature and date: *[Signature]* 10/21

FILED Oct 23, 2020
AT 03:09:00 PM
BOOK 14609
START PAGE 0058
END PAGE 0058
INSTRUMENT # 37164
EXCISE TAX \$0.00

CORRECTIVE AFFIDAVIT

Giving notice of typographical or other minor error pursuant to NCGS 47-36.1

Title of Original Instrument: **Deed**

Date of Recording: **October 23, 2020**

Recording Book and Page: **Book 14606, page 224**

Original Parties to the Instrument:

Grantor(s): **Ryan Incorporated Mining**

Grantee(s): **John D. Barringer and wife Shanda P. Barringer**

Now comes the undersigned being first duly sworn and does say the following:

- 1. Through mutual mistake, inadvertence or mistake of the draftsmen the Instrument referenced above contained the following typographical or other minor error:

The deed erroneously showed that \$234.00 of stamps were paid to Cabarrus County.

- 2. It was the intent of the parties to the Instrument that the erroneous information in the Instrument referenced above, as corrected, should read as follows:

The total amount of stamps in the amount of \$1,020.00 paid to Stanly County and \$0.00 paid to Cabarrus County.

Signature of Affiant: 

Print Name: **David C. Williams**

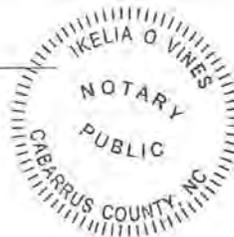
State of North Carolina County of Cabarrus

Sworn to and subscribed before me this 23 day of October, 2020

Notary Public: Ikelia O Vines

My commission expires: 01/09/2023

Notary Seal



Submitted electronically by "Hartzell & Williams, P.A." in compliance with North Carolina statutes governing recordable documents and the terms of the Memorandum of Understanding with the office of the Register of Deeds of Cabarrus County. NCGS 47-14(a1)(5).

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - (BWC) Body-Worn Camera Funding Update

BRIEF SUMMARY:

Cabarrus County was not awarded Bureau of Justice Administration grant funding for our Body-Worn Camera program. The Commissioners have previously approved the program and program funding however the funding was based on the grant being awarded (\$240,000).

REQUESTED ACTION:

Motion to adopt budget amendment and fund the BWC program in it's entirety without supplemental grant funding.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Chief Deputy James N. Bailey

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▢ Grant Rejection Summary

**Cabarrus, County of
2020-H3953-NC-BC**

Description of the Issue

Strengths

- The applicant clearly states this request is to support a new Body-Worn Camera (BWC) Implementation Program. The applicant provides justification and data to support the need to implement a BWC program by discussing the public's perceptions of law enforcement and to ensure legitimacy. The applicant discusses that the agency does not currently have a BWC program, and BWCs will ensure the full transparency and accountability that citizens deserve. The applicant describes the demographics of the affected jurisdiction including, for example, population, jurisdiction size, and calls for service in FY2019. The applicant demonstrates agency plans to leverage digital and multimedia evidence (DME) to help inform and improve the adjudication of cases by discussing plans to use the Evidence.com cloud platform to share DME with prosecutors and defense attorneys and local law enforcement agencies that provide back-up assistance. The applicant explains how BWCs can be used to enhance officer safety, support evidentiary effectiveness, and promote transparency and accountability in the agency, such as in assisting with citizen complaints, decreasing the threat of officer assaults, and documenting interactions. The applicant states the agency includes 213 sworn officers, and this request is for 120 BWCs for officers who have the most interaction with the public.
- This area is covered well by the applicant.
- The applicant addresses most of the required information, including the agency's size and the projected number of cameras to be purchased. The applicant provides some justification for the need for BWCs, including data on calls for service, arrests, and incidents. The applicant further discusses plans to work with prosecutors to utilize DME in the prosecution and adjudication of cases, and also demonstrates an understanding of how BWCs will increase transparency, accountability, and officer safety on those calls.

Weaknesses

- The applicant does not identify and provide the status of any other BWC grant program for which the applicant has pending application.
- A breakdown of the population would provide more demographic detail.

BJA FY20 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

- The Description of the Issue section would be stronger if supporting data were provided regarding officer use of force, in-custody deaths, complaints, etc., as a reduction of these are part of the expected outcomes of the program.

Project Design and Implementation

Strengths

- The applicant describes the implementation plan for achieving the objectives of the solicitation; specifically, the agency states the project will be implemented beginning with the training of Field Training Officers on the use of BWCs who will then train officers on the use of BWCs. The applicant states that training on policies, program objectives, and guidelines will be required before BWCs are used. The applicant describes specifically how the project will accomplish the expected outcomes by providing the objectives and performance measures for the project, including, for example, collecting data on use of force complaints and citizen complaints to ensure that the objectives of full transparency, officer accountability, evidence for investigations, and auditing of incidents are met. The applicant discusses partnerships with allied criminal justice agencies likely to be impacted by BWC use and DME, specifically, prosecutors, defense attorneys, and local law enforcement agencies. The applicant demonstrates plans to work with the local community to provide education and seek feedback on community needs and concerns regarding BWC implementation, including through the County Public Information Officer, social media, local news stations, and public forums. The applicant addresses the travel attendance commitment and expenditures for a mandatory national meeting by noting that the Video Specialist and Field Operations Captain will attend. The applicant provides the agency's BWC policy in supplemental documentation that includes information on storage, retention, and deletion, as well as concerning issues relating to sensitive issues and juveniles; in the narrative, the applicant states training on these policies will be required.
- Partnerships with other criminal justice agencies are listed. The response to Freedom of Information Act (FOIA) requests by the Video Specialist is delineated.
- The applicant provides a detailed project design and implementation plan that demonstrates partnerships with local prosecutors, state courts, and other local law enforcement agencies (LEAs). The applicant provides multiple avenues for informing and engaging with the public about this project, and, as required, identifies two personnel to attend the mandatory national meeting and regional peer-to-peer information sessions. The applicant identifies the personnel that will utilize the new technology system's tracking mechanisms and redaction capabilities for the retention, redaction, and release of DME in accordance with FOIA.

BJA FY20 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

Weaknesses

- The applicant does not clearly articulate in the narrative the methods to develop policies and tracking mechanisms relating to legal responsibilities pertaining to the FOIA.
- The objectives are not clear, and performance measures are not identified. Travel and attendance at the mandatory and optional training is not mentioned. Achieving the objectives of the solicitation is not identified.
- The applicant does not include specific objective measures of success for the project; nor does it address issues involving civil rights, juveniles, or other privacy concerns.

Capabilities and Competencies

Strengths

- The applicant minimally describes its capabilities to implement the project and the competencies of the staff assigned to the project. The applicant states that a BWC (Video) Specialist will be hired to oversee the program in conjunction with squad supervisors while under the supervision of the Field Operations Captain. The applicant discusses that officers must be trained before using BWCs, which will be included in field training. The applicant describes and demonstrates effective policy development and implementation plans for the program by including the BWC policy in supplemental documentation, although it also states the agency's in-car camera policy is being updated to include BWC policy. The applicant minimally describes the agency's technology capabilities that include the implementation of an in-car camera system, as well as the Information Technology Department's role in the installation and maintenance of equipment. The applicant states that the agency has support from community partners and includes minutes from a County Commission meeting in support of the program.
- The applicant has a department specially trained to do technical installations. The applicant will also be hiring a Video Specialist. The person specifically involved with the BWC is identified, and a job description for this person is part of the application package. The applicant has outlined its prior experience with mobile technology.
- The applicant provides sufficient evidence of the agency's capability to successfully implement new technology, having previously deployed vehicle cameras. Additionally, the applicant addresses the required knowledge and skills required of the newly-created position they seek to fund. With a statement of commitment from county entities, there is a likelihood of success for this program.

Weaknesses

BJA FY20 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

- The applicant does not clearly articulate the program’s communication plans relating to the BWC program. The applicant does not detail previous mobile technology deployments and the results of those efforts, such as use of mobile, records management systems, computer-aided dispatch, electronic citations and other reports, mobile computers and devices, and mobile applications. The applicant does not demonstrate broad stakeholder support and community collaboration and a high level of commitment from participating agencies and entities via Memorandums of Understanding (MOUs) or other appropriate mechanisms.
- The applicant states one policy will be used to govern all video—in-vehicle camera and BWC. There will normally be restrictions on the use of BWCs that may not apply to in-vehicle cameras, such as prohibition on videotaping juveniles, private spaces where there is an expectation of privacy, etc. This is a minor concern.
- The applicant briefly mentions a pilot program; however, discussion as to whether staff has had success tracking data, sharing evidence, or maintaining policy and procedure would serve to strengthen this application. Further, evidence of stakeholder collaboration, such as MOUs or Letters of Support, is not included; there is only a brief mention of intentions to work together.

Program Continuity

Strengths

- The applicant discusses how the jurisdiction will support the BWC program after the end of the grant period, including entering a five-year contract with the BWC vendor, and includes the costs for the program in the agency budget.
- The applicant plans to enter into a five-year contract with the vendor, which will extend the program past the three-year grant period.
- The applicant proposes a five-year contract with the intended vendor, which would ensure continuity beyond the grant program, which the applicant seeks to cover through funding in the annual budget.

Weaknesses

- The applicant does not specifically address policy and administrative management continuity after the grant period ends.

BJA FY20 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

- The budget reflects a three-year salary for the Video Specialist. However, it is not stated in the narrative how the program will be managed in years 4 and 5.

Plan for Collecting the Required Performance Measures Data

Strengths

- The applicant describes the process for measuring project performance. The applicant states that Evidence.com will be used to track key pieces of data, which will be collected and analyzed by the BWC (Video) Specialist, including, for example, data on inventory, the amount of metadata recorded/stored, the number of times BWC footage is shared with outside agencies, and the categorization of data for evidence.
- The applicant states it will work with the training and technical assistance (TTA) provider on policy refinement and approval.
- The applicant outlines a plan for collecting the required performance measures, including creating a position explicitly responsible for such collection. It seems the selected technology offers multiple metrics for measurement within the system to assist with collection. The applicant states that time spent working with the TTA provider toward policy development will be documented by the county.

Weaknesses

- The applicant does not clearly articulate how the data will be used to guide and evaluate the impact of the program. The applicant does not describe the agency's commitment to working with the Bureau of Justice Assistance's TTA provider to document policy development processes, address other TTA issues, and provide accurate and timely updates regarding progress in training, BWC implementation, and program development.
- It appears that the applicant is focused more on the integrity of using the BWCs as opposed to overall program effectiveness in meeting the objectives that are set. The applicant does not link the performance measures to the goals and objectives.
- The applicant does not discuss measures related to outcomes, such as use of force, citizen complaint, etc. The applicant does not address how any data measured would be utilized to guide the development of the program or impact department changes.

Budget

BJA FY20 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

Strengths

- The applicant provides a budget with budget detail worksheet that is complete, cost effective, and allowable for the project activities. The applicant states that 120 BWCs will be purchased with federal and match-funding sources. The applicant's budget detail worksheet includes travel expenditures, including airfare, lodging, per diem, and other allowable incidental costs for attending one national meeting using applicable General Services Administration federal per diem rates. The applicant uses Washington, D.C., as the destination when calculating the estimated costs for the required travel for the national meeting.
- In the narrative, the applicant justifies the need for a full-time person to manage the BWC program. The salary appears to be reasonable for a technician. Travel expenses for the mandatory training appear to be reasonable.
- The applicant provides a budget and narrative that are complete, cost effective, and allowable. The applicant exceeds the required match amount. The applicant clearly articulates the number of cameras to be purchased (120). The budget narrative provides details as to how each line item will impact the overall project.

Weaknesses

- The applicant does not include a budget narrative to explain generally how the applicant will maximize the cost effectiveness of grant expenditures, to enhance the information provided in the budget detail worksheet concerning how the line items impact the overall project, and to demonstrate cost effectiveness in relation to potential alternatives and the objectives of the project.
- The budget does not reflect the applicant picking up the salary for the Video Specialist for BWC program management. This speaks to the continuity of the program.
- The applicant does not include travel expenditures for the peer-to-peer information sessions. The applicant does not mention any consideration to alternative measures utilized for cost efficiency.

Overall Summary

- The applicant, Cabarrus County Sheriff's Office, North Carolina, requests funding to support the implementation of a BWC program in the agency's jurisdiction. The applicant requests funds totaling \$119,757 to implement the BWC program and to attend the national conference in Washington, D.C. The applicant includes a match greater than 50

BJA FY20 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

percent for these expenditures. The applicant provides a background on the issues confronting the agency and describes the demographics of the jurisdiction. The applicant explains the project design and implementation, which includes training officers on the use of BWCs and BWC policies. The applicant includes the agency BWC policies in supplemental documentation, although it states that the in-car camera policy will be updated to include BWCs. The applicant minimally discusses the agency's capabilities and competencies by discussing a field training program for BWCs and the Information Technology department's role in BWC installation and maintenance. The applicant minimally discusses that the agency has support from community partners relating to this project but does not provide details; no MOUs are included. The applicant states Evidence.com will be used as a cloud platform to allow key pieces of data to be tracked, such as data on inventory, amount of metadata recorded/stored, and categorization of data for evidence; the BWC (Video) Specialist will collect and analyze the data for performance measures, but it is not clearly explained how these data will be used to guide and evaluate the impact of the program. The applicant states that the agency is committed to program continuity once grant funds are expended, including budgeting for five years and continuing costs as a budgeted item. The applicant includes a budget detail worksheet that appears to be complete, cost effective, and allowable, but the applicant does not include a budget narrative.

- The application is strong enough to reflect a moderate level of success in implementing the program. The only concern is continuity, since there is no indication that the Video Specialist will still be employed to manage the program.
- Overall, the applicant addresses most items required by the solicitation. The applicant demonstrates a commitment from county officials and support for other LEAs in the area, which improves the likelihood of continuity beyond the life of the grant cycle. The application would be stronger if the applicant addressed outcome measures that would likely be affected by the program—officer use of force, citizen complaints, etc. Additionally, these items could be tracked to shape the program, as well as future officer training. The budget is efficient and effective, and the applicant exceeds the minimum 50 percent match requirement by a considerable amount.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Motorola Radio Contract Change Order

BRIEF SUMMARY:

This change order moves the payment date from January to August to bring the fee schedule in line with the Fiscal Year.

REQUESTED ACTION:

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

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

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Chief Deputy James Bailey

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Motorola Change Order

Change Order No. 117061-005

Date: November 17, 2020

Project Name: Subscriber As A Service

Customer Name: Cabarrus County NC

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

The purpose of this change order is to execute the first technology refresh Cabarrus County is eligible for. This change order includes a new equipment list of 639 radios & features that will be provided to Cabarrus County for use, and an updated ARC payment to reflect the refresh. All subscriber services in the original SOW will apply to the added radios.

Change order 001,002, and 004 are hereby modified by this change order. Change order 005 takes precedence for billing.

Contract # 117061 **Contract Date:** 12-23-2014

In accordance with the terms and conditions of the contract identified above between Cabarrus County and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

All Prices are listed at the ARC annual payments.

Current Contract Value (CO4):	\$393,376.68 ARC
CPI Adjustment:	\$73,289.44
Net Equipment Increase:	\$106,384.56
New Contract Value:	\$573,050.68 ARC*

*Please reference payment schedule on page 6 that highlights a first payment discount that has been extended through 12/18/20

Completion Date Adjustments

Original Completion Date:	No Change
Current Completion Date prior to this Change Order:	No Change
New Completion Date:	No Change

Changes in Equipment: *(additions, deletions or modifications)* Include attachments if needed

<u>Model</u>	<u>Description</u>
H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE
H869	ENH: MULTIKEY
QA02756AA	ADD: 9600 TRUNKING OR 3600 DIGITAL TRUNKING
QA00580AC	ADD: TDMA OPERATION
QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION
QA09001AB	ADD: WIFI CAPABILITY
QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING
QA09008AA	ADD: GROUP SERVICES
Q887AT	ADD: 5Y ESSENTIAL SERVICE
Q867BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)
QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH
QA01222AB	ADD: BELT CLIP 3.0" (HLN6875)
NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T
RLN6554A	APX WIRELESS RSM W/ DUC US/NA/JP/TW
PMLN7560A	REC ONLY EARPIECE W/TRANSLUCENT TUBE
TBD	1Y ESSENTIAL SERVICE ADD ON
SVC03SVC0115D	PROGRAMMING AND MAINTENANCE

<u>Model</u>	<u>Description</u>
H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE
H38BT	ADD: SMARTZONE OPERATION
Q361AR	ADD: P25 9600 BAUD TRUNKING
Q806BM	ADD: ASTRO DIGITAL CAI OPERATION
QA00580AC	ADD: TDMA OPERATION
QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION
QA09000AA	ADD: DIGITAL TONE SIGNALING
QA09001AB	ADD: WIFI CAPABILITY
QA09008AA	ADD: GROUP SERVICES
QA02006AA	ENH: APX6000XE RUGGED RADIO
QA01427AB	ALT: IMPACT GREEN HOUSING
Q887AT	ADD: 5Y ESSENTIAL SERVICE
Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)
NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
PMMN4107C	XE500 EXTREME TEMP REMOTE SPKR MIC GREEN, NEXT GEN FIRE RSM MODEL 1.5
PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T
TBD	1Y ESSENTIAL SERVICE ADD ON
SVC03SVC0115D	PROGRAMMING AND MAINTENANCE

<u>Model</u>	<u>Description</u>
M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ
G89AC	ADD: NO RF ANTENNA NEEDED
GA01339AA	ENH: SW P25 TRUNKING
GA00235AA	ADD: NO GPS ANTENNA NEEDED
B18CR	ADD: AUXILIARY SPKR 7.5 WATT
GA00580AA	ADD: TDMA OPERATION APX
GA01767AG	APX MOBILE RADIO AUTHENTICATION
GA09008AA	ADD: GROUP SERVICES
G444AH	ADD: APX CONTROL HEAD SOFTWARE
GA00804AA	ADD: APX O2 CONTROL HEAD
W20CA	ADD: KEYPAD MIC GCAI
G66BF	ADD: DASH MOUNT O2 APXM
GA00318AC	ADD: 5Y ESSENTIAL SERVICE
G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)
W969BQ	ADD: MULTIKEY
TBD	1Y ESSENTIAL SERVICE ADD ON
SVC03SVC0115D	PROGRAMMING AND MAINTENANCE

<u>Model</u>	<u>Description</u>
M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ
QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM
G174	ADD: ANT 3DB LOW-PROFILE 762-870
W969BQ	ADD: MULTIPLE KEY ENCRYPTION OPERATION
GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED
GA00235AA	ADD: NO GPS ANTENNA NEEDED
B18CR	ADD: AUXILIARY SPKR 7.5 WATT
GA00580AA	ADD: TDMA OPERATION APX
GA01767AG	APX MOBILE RADIO AUTHENTICATION
GA01770AA	ENH: ENHANCEMENT LEVEL 1
GA09000AA	ADD: DIGITAL TONE SIGNALING
GA09001AA	ADD: WI-FI CAPABILITY
GA09007AA	ADD: OUT OF THE BOX WI-FI PROVISIONING
GA09008AA	ADD: GROUP SERVICES
QA03399AA	ADD: ENHANCED DATA
GA01607AA	ADD: NO WI-FI ANTENNA NEEDED
G444AH	ADD: APX CONTROL HEAD SOFTWARE
GA00804AA	ADD: APX O2 CONTROL HEAD
W20CA	ADD: KEYPAD MIC GCAI
G67DP	ADD: REMOTE MOUNT APXM
G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)
GA00318AC	ADD: 5Y ESSENTIAL SERVICE
TBD	1Y ESSENTIAL SERVICE ADD ON
SVC03SVC0115D	PROGRAMMING AND MAINTENANCE

<u>Model</u>	<u>Description</u>
M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ
G89AC	ADD: NO RF ANTENNA NEEDED
GA00580AA	ADD: TDMA OPERATION APX
GA01767AG	APX MOBILE RADIO AUTHENTICATION
GA09000AA	ADD: DIGITAL TONE SIGNALING
GA09001AA	ADD: WI-FI CAPABILITY
GA09007AA	ADD: OUT OF THE BOX WI-FI PROVISIONING
GA09008AA	ADD: GROUP SERVICES
GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED
GA00235AA	ADD: NO GPS ANTENNA NEEDED
GA01607AA	ADD: NO WI-FI ANTENNA NEEDED
G444AH	ADD: APX CONTROL HEAD SOFTWARE
GA01670AA	ADD: APX E5 CONTROL HEAD
GA00092AU	ADD: APXM DUAL E5 CH
G618AC	ADD: CBL REMOTE MOUNT 10 FEET
G628AC	ADD: REMOTE MOUNT CBL 17 FEET
QA02756AC	ENH: 9600 OR 3600 SINGLE SYSTEM DIG
W20CA	ADD: KEYPAD MIC GCAI
B18CR	ADD: AUXILIARY SPKR 7.5 WATT
G67DT	ADD: REMOTE MOUNT E5 APXM
GA00318AF	ADD: 5Y ESSENTIAL SERVICE
G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)
W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION
TBD	1Y ESSENTIAL SERVICE ADD ON
SVC03SVC0115D	PROGRAMMING AND MAINTENANCE

Changes in Services: *(additions, deletions or modifications)* **Include attachments if needed**

No change – Existing subscriber services outlined in the original SOW (Exhibit A of original contract) will apply to all radios.

Schedule Changes: *(describe change or N/A)*

NA

Pricing Changes: *(describe change or N/A)*

Model	Quantity	ARC per Unit	Total ARC
APX 6000	420	\$ 955.85	\$ 401,457.00
APX 6000 XE	10	\$ 1,225.73	\$ 12,257.30
APX 1500	172	\$ 729.39	\$ 125,455.08
APX 4500	7	\$ 985.66	\$ 6,899.62
APX 6500 Dual Head	19	\$ 1,027.72	\$ 19,526.68
Radio Sub-total			\$ 565,595.68
APX 6000 Battery Replacement (annual)	71	\$ 105.00	\$ 7,455.00
Total			\$ 573,050.68

*Price does not include sales tax.

Customer Responsibilities: *(describe change or N/A)*

NA

Payment Schedule for this Change Order:

(describe new payment terms applicable to this change order)

The ARC payment schedule is as follows:

\$523,050.68* Due 8/1/2021 Service Period 1/1/2021-12/31/2021
 \$573,050.68 Due 8/1/2022 Service Period 1/1/2022-12/31/2022
 \$573,050.68 Due 8/1/2023 Service Period 1/1/2023-12/31/2023
 \$573,050.68 Due 8/1/2024 Service Period 1/1/2024-12/31/2024
 \$573,050.68 Due 8/1/2025 Service Period 1/1/2025-12/31/2025
 \$573,050.68 Due 8/1/2026 Service Period 1/1/2026-12/31/2026

(Change order for third technology refresh due 12/1/2026)

*The first payment reflects a \$50,000 discount for executing this change order prior to December 18, 2020.

Termination Schedule in Exhibit C of the original contract will be replaced with the new table below:

Refresh Yr1 (2021)	Refresh Yr2 (2022)	Refresh Yr3 (2023)	Refresh Yr4 (2024)	Refresh Yr5 (2025)	Refresh Yr6 (2026)
\$3,064,235	\$2,639,626	\$2,148,073	\$1,638,972	\$1,111,696	\$565,596

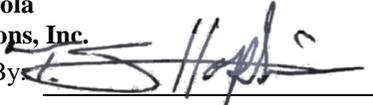


CHANGE ORDER

CO# 117061-005

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola
Solutions, Inc.**
By: 
Printed Name: _____
Title: _____
Date: _____

Customer
By: _____
Printed Name: _____
Title: _____
Date: _____

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Approval of Regular Meeting Agenda

SUBJECT:

BOC - Approval of Regular Meeting Agenda

BRIEF SUMMARY:

The proposed agenda for the December 21, 2020 regular meeting is attached.

REQUESTED ACTION:

Motion to approve the agenda for the December 21, 2020 regular meeting as presented, including scheduling the public hearing.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Proposed December 21, 2020 Regular Meeting Agenda

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**December 21, 2020
6:30 PM**

MISSION STATEMENT

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

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

INVOCATION

A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Human Resources - Recognition of Emergency Management Director Robert "Bobby" Smith's Retirement
2. Proclamation - Reverend Dr. Martin Luther King, Jr. Day

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 - 2021 Fees and Charges Policy
2. Appointments and Removals - Human Services Advisory Board
3. Appointments - Cabarrus-Rowan Metropolitan Planning Organization Technical

- Coordinating (TAC) Committee (TCC) and Transportation Advisory Committee
4. BOC - Commissioner Appointments for 2021
 5. BOC - Designation of Voting Delegate for NCACC Legislative Goals Conference
 6. BOC - Resolution Establishing the Board of Commissioners' 2021 Meeting Schedule
 7. EMS - Ambulance Fee Increase
 8. Finance - Accounting Update of Capital Project Funds
 9. Finance - Cabarrus County Reimbursement Resolution for New EMS Headquarters
 10. Finance - Transfer of Funds for 15% Fund Balance Policy and Closure of Capital Reserve Fund
 11. Finance - Update of Courthouse Funding
 12. Finance - Update of Investment Officers
 13. Infrastructure and Asset Management - Cabarrus County Courthouse Expansion Construction Manager at Risk Contract Extension (GMP 2)
 14. Infrastructure and Asset Management - Transfer of Radar Trailer Asset to the Town of Harrisburg
 15. Infrastructure and Asset Management - Transfer of Surplus Vehicle to Allen Volunteer Fire Department
 16. ITS - Contract for Telecommunications
 17. Register of Deeds - Refund of Excise Tax
 18. Sheriff's Office - (BWC) Body-Worn Camera Funding Update
 19. Tax Administration - Refund and Release Reports - November 2020

G. NEW BUSINESS

1. Emergency Management - Adoption of Ordinance Amending Chapter 34, Fire Prevention and Protection of the Cabarrus County Code of Ordinances - 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 - November 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

January 4	Work Session	4:00 p.m.	Multipurpose Room
January 19	Regular Meeting	6:30 p.m.	BOC Meeting Room
January 20	Cabarrus Summit	6:00 p.m.	Cabarrus Arena
February 1	Work Session	4:00 p.m.	Multipurpose Room
February 15	Regular Meeting	6:30 p.m.	BOC Meeting Room
February 26	Board Retreat	4:00 p.m.	Cabarrus Arena
February 27	Board Retreat	8:00 a.m.	Cabarrus Arena

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

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

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

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

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

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 7, 2020
4:15 PM**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation and Economic Development

BRIEF SUMMARY:

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

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
