

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

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

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

2.1. BOC - Changes to the Agenda Pg. 3

### **3. DISCUSSION ITEMS FOR ACTION**

3.1. BOC - Appointments to Boards and Committees Pg. 5

3.2. Cooperative Extension - 4-H Afterschool Cannon Foundation Grant Pg. 7

3.3. County Attorney - Resolution Designating the County Manager to Make Recommendations for ABC Permits Pg. 12

3.4. County Manager - Cabarrus Health Alliance Funding Request Pg. 15

3.5. County Manager - Kannapolis City Schools Funding Request Pg. 19

3.6. County Manager - New Position for Juvenile Crime Prevention Council (JCPC) Pg. 24

3.7. County Manager - Request for Easements Pg. 25

3.8. DHS - Transportation Grant Funding Pg. 51

3.9. DHS - Transportation NCDHHS CARES Act Funding Pg. 54

3.10. Finance - Audit Contract for Fiscal Years Ending June 30, 2021 Pg. 57

3.11. Finance - EMS CARES Grant Budget Amendment Pg. 78

3.12. Finance - North Carolina Education Lottery Payment Application for School Debt Pg. 81

3.13. Finance - Stonewall Jackson Property Budget Amendment Pg. 89

3.14. Infrastructure and Asset Management - Budget Amendment to Fund Design Pg. 92

3.15. Planning and Development - Lease Agreement for St. Stephens Park Property for Cultivation Pg. 98

3.16. Recycling / Waste Reduction - Roll Off Truck Purchase Pg. 104

3.17. Sheriff's Office - UV Light Disinfecting System Pg. 122

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

4.1. 2020 Child Protection and Fatality Team Report Pg. 143

4.2. Infrastructure and Asset Management - Request from Oakboro Police Department to Provide Fleet Maintenance Services Pg. 159

4.3. Innovation and Technology - Innovation Report Pg. 162

4.4. Solid Waste - Construction and Demolition Landfill - Phase 4 Expansion Option Pg. 164

**5. APPROVAL OF REGULAR MEETING AGENDA**

5.1. BOC - Approval of Regular Meeting Agenda Pg. 169

**6. 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

**March 1, 2021  
4:00 PM**

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**AGENDA CATEGORY:**

Approval of Work Session Agenda - Chairman

**SUBJECT:**

BOC - Changes to the Agenda

**BRIEF SUMMARY:**

A list of changes to the agenda is attached.

**REQUESTED ACTION:**

Motion to approve the agenda as amended.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS  
CHANGES TO THE AGENDA  
MARCH 1, 2021**

**ADDITIONS:**

**Discussion Items for Action**

- 3.6 County Manager - New Position for Juvenile Crime Prevention Council (JCPC)**
- 3.14 Infrastructure and Asset Management - Budget Amendment to Fund Design**
- 3.16 Recycling / Waste Reduction - Roll Off Truck Purchase**

**MOVED FROM DISCUSSION ITEMS FOR ACTION**

**Discussion Items - No Action**

- 4.4 Solid Waste - Construction and Demolition Landfill - Phase 4 Expansion Option**

**SUPPLEMENTAL INFORMATION:**

**Discussion Items for Action**

- 3.8 DHS - Transportation Grant Funding**
  - Budget Amendment Added**
- 3.9 DHS - Transportation NCDHHS CARES Act Funding**
  - Budget Amendment Added**

**REMOVED:**

**Finance - Transportation Budget Amendment**

**UPDATED:**

**Discussion Items for Action**

- 3.8 DHS - Transportation Grant Funding**
- 5.1 Approval of Regular Meeting Agenda**

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

BOC - Appointments to Boards and Committees

### **BRIEF SUMMARY:**

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

#### Appointments - Agricultural Advisory Board

The terms of Agricultural Advisory Board members Tommy Porter and Leslie Cook ended January 31, 2021. Both are willing to serve another term. Both have served on this Board since 2012. An exception to the length of service provision of the Appointment Policy will be needed for them.

Representative recommendations are Tommy Porter and Leslie Cook.

#### Appointments - Library Board of Trustees

Geraldine Depken's term on the Library Board of Trustees expired in February 2021. She serves as a Kannapolis representative, has expressed a desire to serve another term and is eligible to serve a second, consecutive term.

Representative recommendation is Geraldine Depken.

#### Appointments and Removals - Mental Health Advisory Board

The terms of service on the Mental Health Advisory Board for Christy Wilhelm, Steve Sciascia, Melissa Marshburn, and Tri Tang ended December 31, 2020. All are willing to serve another term. Ms. Marshburn and Mr. Tang do not reside in Cabarrus County. An exception to the residency provision of the Appointment Policy will be needed for them.

Additionally, it is requested to appoint Public Health Director Dr. Bonnie Coyle to the Mental

Health Advisory Board as the Cabarrus Health Alliance representative, replacing Erin Shoe.

Representative recommendations are Christy Wilhelm, Steve Sciascia, Melissa Marshburn, Tri Tang and Bonnie Coyle.

**REQUESTED ACTION:**

Provide information.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

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

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Cooperative Extension - 4-H Afterschool Cannon Foundation Grant

**BRIEF SUMMARY:**

Cabarrus County 4-H has received grant funding from the Cannon Foundation each year since 2013 to support curriculum kits for after school sites. The grant was renewed for 2021 in the amount of \$25,000. We are seeking BOC approval to increase revenues and expenses in the Cooperative Extension budget to reflect this grant funding.

**REQUESTED ACTION:**

Motion to approve the addition of \$25,000 from a Cannon Grant to fund 4-H Afterschool curriculum kits through the Cooperative Extension budget.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Robert Furr  
County Extension Director

**BUDGET AMENDMENT REQUIRED:**

Yes

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

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**ATTACHMENTS:**

- Grant Agreement

**GRANT AGREEMENT BY AND BETWEEN**

**Mariam & Robert Hayes Charitable Trust**

**AND**

**Cabarrus 4-H Foundation, Inc.**

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**THIS GRANT AGREEMENT** (the "Agreement") is made and entered into the 8th day of December 2020, by and between Mariam & Robert Hayes Charitable Trust (the "Trust") and Cabarrus 4-H Foundation, Inc. (the "Recipient").

**WITNESSETH:**

A. The Recipient is a not-for-profit corporation organized and existing under the laws of the State of North Carolina and is recognized as tax exempt by the Internal Revenue Service pursuant to Sections 501(c)(3), 509(a) and 170(b)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code").

B. The Recipient requested a grant from the Trust in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000) (the "Grant") to support the 4-H After-School Program-Growing True Leaders/Program Assistant Salary (the "Project").

C. The Trust desires to make the Grant to Recipient to be used to support the Project.

D. The Recipient desires to affirm that it is prepared to begin the Project immediately upon receipt of the Grant and to agree to the terms of the Grant as described in this Agreement.

**NOW, THEREFORE**, for and in consideration of the above recitals and the mutual covenants herein contained, the receipt of which is acknowledged, the parties agree as follows:

**I. THE GRANT**

1.1 Recipient affirms that it is ready to begin the Project immediately upon receipt of the Grant.

1.2 The Trust agrees to disburse the Grant to Recipient within 30 days upon receipt of this signed Agreement.

1.3 The Recipient shall provide annual reports on the use of the Grant and the status of the Project to the Trust. The annual reports shall include the balance of the Grant, an itemization of expenditures made from the Grant, an update on the status and success of the Project, and any other information the Trust shall request. The annual report shall be due to the Trust annually on the anniversary of the distribution of the Grant to the Recipient. Within ninety days of the use of all funds constituting the Grant, the Recipient shall provide a final report to the Trust detailing the information required in an annual report. The Trust may modify this reporting requirement at any time in a written instrument delivered to the Recipient that shall become a part of this Agreement and a copy of which shall be kept with this Agreement.

1.4 The Recipient shall use the Grant exclusively for charitable purposes described in Sections 501(c)(3) and 170(b)(1)(A) of the Code and as described in this Article.

## II. RECOGNITION

In the event that the Recipient wishes to recognize the Trust or the Grant in any publications, press releases, announcements or otherwise, the Recipient must receive prior written approval from the Trust. All advertising, publication, display or other use of the Trust's name shall be in good taste and shall not violate community standards so as not to damage the reputation of any party.

## III. UNFORESEEABLE CIRCUMSTANCES AND TERMINATION

3.1 In the unlikely event that, at some future time, it becomes impossible for the Grant to serve the specific purpose for which it was made, the Recipient shall return to the Trust any portion of the Grant previously received from the Trust but not yet expended in support of the purpose of the Grant.

3.2 This Agreement shall terminate upon the earlier to occur of (i) the Trust's decision, in its absolute discretion, to terminate the Agreement, (ii) the mutual agreement of the parties, or (iii) the Recipient's failure to provide annual reports as provided in this Agreement. Upon termination of the Agreement, the Recipient shall return to the Trust any portion of the Grant previously received from the Trust but not yet expended in support of the purpose of the Grant.

## IV. TAX STATUS

The Recipient affirms it is recognized as tax exempt by the Internal Revenue Service pursuant to Section 501(c)(3), 509(a) and 170(b)(1)(A) of the Code. The Recipient shall notify the Trust of any change in its tax status or if its tax status is under audit or being reviewed by the Internal Revenue Service for tax years before the award of the Grant or during any period that Grant funds are being expended.

## V. MISCELLANEOUS

5.1 Jurisdiction. This Agreement is executed in and shall be governed by the laws of the state of North Carolina.

5.2 Amendment. This Agreement may be amended at any time upon written agreement signed by all parties.

5.3 Non-Waiver. The failure by any party at any time to require performance by another party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by such party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

5.4 Entire Agreement. Except as provided otherwise in this Agreement, this Agreement represents the entire agreement of the parties with respect to the Grant.

5.5 Assignment. This Agreement is binding on the parties and their successors and permitted assigns. No party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the other parties' consent. Any attempted assignment or delegation of any rights, duties, or obligations in violation of this section will be invalid and without effect.

5.6 Notices and Designee. All notices, demands and other communications among the parties required hereunder shall be in writing and deemed given upon personal delivery, or if sent by recognized express carrier, to the respective addresses as set forth below. The Trust and the Recipient may specify another address from the one set forth below by notice to the other as provided herein. Each party agrees to provide (by notice to the other party from time to time) a single person designated to act as the point of contact for the other party in the administration of this Agreement throughout the Term. Each party agrees to work with the other in the event of a change in management to assure continuous efforts to work cooperatively to fulfill such party's obligations under this Agreement.

If to the Trust: Mariam & Robert Hayes Charitable Trust  
P.O. Box 548  
Concord, NC 28026

If to the Recipient: Cabarrus 4-H Foundation, Inc.  
715 Cabarrus Ave., West  
Concord, North Carolina 28027

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the day and year first written above.

Mariam & Robert Hayes Charitable Trust

Cabarrus 4-H Foundation, Inc.

By:



By:



Name: Joseph C. Hunter

Name: John P. Shepardson

Title: Secretary

Title: 4H Foundation President

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

County Attorney - Resolution Designating the County Manager to Make Recommendations for ABC Permits

### **BRIEF SUMMARY:**

In general, state law prohibits the operation of retail alcoholic beverage sales in unincorporated Cabarrus County because the county has not held an election authorizing retail sales. Notwithstanding this restriction, wineries and breweries in the county may obtain an ABC retail permit allowing them to sell their own products for on- or off-premises consumption. Retail permit applicants must notify the county of the application. Once notified, the Board of Commissioners may make recommendations concerning the suitability of a person or of a location for an ABC retail permit within 15 days of receiving notice.

The proposed resolution designates the County Manager to make these recommendations in accordance with G.S. 18B-904(f).

### **REQUESTED ACTION:**

Adopt the resolution.

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

5 Minutes

### **SUBMITTED BY:**

David Goldberg, Deputy County Attorney

### **BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- ▣ Resolution



**Resolution Designating the County Manager to Make Recommendations  
Concerning the Suitability of Persons or Locations for ABC Permits**

**WHEREAS**, G.S. 18B-901(b) requires the North Carolina Alcoholic Beverage Control Commission to notify the governing body of the county in which an establishment seeking a retail Alcoholic Beverage Control permit is located prior to issuing such permit and to allow said governing body 15 days from the time the notice was mailed or delivered to file written objection to the issuance of the permit; and

**WHEREAS**, G.S. 18B-904(f) authorizes a governing body to designate an official, by name or by position, to make recommendation concerning the suitability of persons or locations for Alcoholic Beverage Control permits; and

**WHEREAS**, the County of Cabarrus wishes to notify the North Carolina Alcoholic Beverage Control Commission of its designation as required by G.S. 18B-904(f);

**NOW, THEREFORE BE IT RESOLVED** that the Cabarrus County Board of Commissioners designates the County Manager to make recommendations concerning the suitability of a person or of a location within its jurisdiction for an Alcoholic Beverage Control permit.

**BE IT FURTHER RESOLVED THAT** notices to the County of Cabarrus, shall be mailed or delivered to the official designated above at the following address:

Mailing Address:	PO Box 707, Concord NC 28026
Office Location:	65 Church St S, Concord, NC 28025
Phone:	(704) 920-2100

**ADOPTED** this   <sup>th</sup> day of Month, 2021.[DG1]

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Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

Attest:

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Clerk to the Board

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

County Manager - Cabarrus Health Alliance Funding Request

**BRIEF SUMMARY:**

The Cabarrus Health Alliance has requested \$250,000 to cover COVID-related costs through the end of June 2021. The transfer will come out of CARES funds.

**REQUESTED ACTION:**

Motion to approve the transfer of \$250,000 to the Cabarrus Health Alliance for COVID-related expenses and the associated budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Bonnie S. Coyle, MD, Chief Executive Officer, Public Health Director  
Erin Shoe, MPH, Chief Operating Officer

**BUDGET AMENDMENT REQUIRED:**

Yes

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

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**ATTACHMENTS:**

- ▣ Funding Request
- ▣ Budget Amendment



CABARRUS  
HEALTH  
ALLIANCE

at NC Research Campus

February 24, 2021

Cabarrus County Board of Commissioners  
65 Church St S  
Concord, NC 28025

Dear Board of Commissioners,

Cabarrus Health Alliance has had the privilege of being on the front-line of the COVID response effort since March 2020. Your partnership -- through time, expertise, and financial support -- has been invaluable. There is insufficient funding from the state to continue the level of output we hope to provide for the community as vaccination efforts continue to ramp up.

Between December 23, 2020 and February 23, 2021, Cabarrus Health Alliance expended \$427,212 for COVID response efforts including the planning and implementation of vaccination clinics alongside continued case investigation and contact tracing. To date, CHA has given 17,000 vaccines in seven weeks.

While Cabarrus Health Alliance has received financial support from NC DHHS for this effort and additional funding appropriations are likely, they are not yet confirmed.

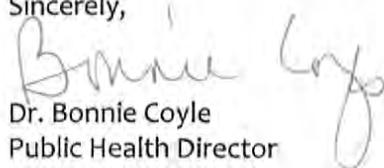
The projected monthly cost of the vaccination clinic program is \$235,000 for two to three clinics per week at the Cabarrus Arena and Events Center.

**We are requesting \$250,000 from Cabarrus County to help support keeping vaccine clinics available at the current rate through June 30, 2021.**

Cabarrus Health Alliance acknowledges the tremendous support from the County, Commissioners, and our community. For that, we are forever grateful. We look forward to our continued collaborative effort in keeping Cabarrus County residents safe during the pandemic and beyond.

If you have any questions, please contact me at **704-920-1203**.

Sincerely,

  
Dr. Bonnie Coyle  
Public Health Director

**Budget Revision/Amendment Request**

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department     
  Transfer Between Departments/Funds     
  Supplemental Request

Transfer funds for the Cabarrus Health Alliance to cover COVID-related expenses

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	00195910-974914	Non-Profits Using CARES	2,725,080.82		250,000.00	2,475,080.82
001	9	00195910-9705	Public Health Authority	4,721,898.00	250,000.00		4,971,898.00

**Budget Officer**

Approved  
 Denied

**County Manager**

Approved  
 Denied

**Board of Commissioners**

Approved  
 Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

County Manager - Kannapolis City Schools Funding Request

**BRIEF SUMMARY:**

Kannapolis City Schools has requested \$140,000 to replace the boiler at A.L. Brown High School. The boiler has failed twice recently and maintenance staff are not confident future repairs can be made to the 70 year old unit. They have also requested about \$89,000 for an A.L. Brown master plan study.

**REQUESTED ACTION:**

Motion to suspend the rules of procedure due to the necessity of rapid replacement of the boiler.

Motion to release \$229,000 from contingency to be used for the A.L. Brown boiler replacement, master plan study and approve the budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Chip Buckwell, Superintendent  
Will Crabtree, Director of Business Operations

**BUDGET AMENDMENT REQUIRED:**

Yes

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

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**ATTACHMENTS:**

- ▣ Memo
- ▣ Memo 2
- ▣ Budget Amendment



## **Kannapolis City Schools**

100 DENVER STREET  
KANNAPOLIS, NC 28083

**William F. Crabtree**  
Director of Business Operations  
Will.Crabtree@kcs.k12.nc.us

**704-938-1131      FAX: 704-933-6370**

<http://www.kannapolis.k12.nc.us>

February 23, 2021

To:            Mike Downs, County Manager  
                 Rodney Harris, Deputy County Manager

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

Re:            Request for Funding of Boiler Replacement at A.L. Brown

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Kannapolis City Schools is requesting \$140,000 in order to replace the main boiler at A.L. Brown High School. The boiler has failed twice in the last month and is well beyond its lifecycle. The current boiler has not been manufactured in over 40 years and we believe it could possibly be original to the building from the 1950's. The maintenance department has run out of options for repair since the parts are no longer manufactured or available. Thank you for considering our request.



## **Kannapolis City Schools**

100 DENVER STREET  
KANNAPOLIS, NC 28083

William F. Crabtree  
Director of Business Operations  
Will.Crabtree@kcs.k12.nc.us

704-938-1131      FAX: 704-933-6370

<http://www.kannapolis.k12.nc.us>

February 24, 2021

To:            Mike Downs, County Manager  
                 Rodney Harris, Deputy County Manager

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

Re:            Request for Funding of A.L. Brown Campus Study

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Kannapolis City Schools is requesting \$88,850 in order to contract with Little Architecture to complete a campus master plan for A.L. Brown High School. We hope to use the master plan to help guide facility decisions in the future. Thank you for considering our request.

**Budget Revision/Amendment Request**

Date:

Amount:

Dept. Head:

Department:

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

Transfer contingency funds for Kannapolis City Schools to replace the boiler and conduct a master plan study at A.L. Brown High School

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	00191910-9660	Contingency	851,450.00		228,850.00	622,600.00
001	9	00197130-9733	KCS Building Maintenance	1,204,032.00	228,850.00		1,432,882.00

**Budget Officer**

- Approved  
 Denied

**County Manager**

- Approved  
 Denied

**Board of Commissioners**

- Approved  
 Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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*Signature*

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*Date*

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*Date*

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

County Manager - New Position for Juvenile Crime Prevention Council (JCPC)

### **BRIEF SUMMARY:**

The County has provided administrative support to the Juvenile Crime Prevention Council (JCPC) through a portion of a Sheriff's Office position. Due to an upcoming retirement, and shifting priorities within the Sheriff's Office, the County will need to provide this administrative support through a new part-time position. The cost associated with the position will be covered from JCPC funds.

### **REQUESTED ACTION:**

Motion to authorize a part-time position (9103) to provide administrative support for the Juvenile Crime Prevention Council (JCPC)

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

1 Minute

### **SUBMITTED BY:**

Rodney Harris, Deputy County Manager

### **BUDGET AMENDMENT REQUIRED:**

No

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

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

County Manager - Request for Easements

**BRIEF SUMMARY:**

The City of Concord has requested these two Stormwater Control Measure Access and Maintenance Easement(s) be executed in relation to stormwater best management structures located on property owned by Cabarrus County.

**REQUESTED ACTION:**

Motion to approve the easements.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Jonathan B. Marshall, Deputy County Manager

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- JM Robinson SCM Agreement

- ▢ JM Robinson Exhibit B
- ▢ Exhibit A-S1
- ▢ Exhibit A-S2
- ▢ Exhibit A-S3
- ▢ Exhibit A-S4
- ▢ Exhibit A-S5
- ▢ IAM Ops Center Exhibit A
- ▢ IAM Ops Center SCM Agreement
- ▢ IAM Ops Center Exhibit B

NORTH CAROLINA  
CABARRUS COUNTY

**STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND  
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Cabarrus County, a body politic and political subdivision of the State of North Carolina, whose principal address is 65 Church Street SE, Concord, NC 28025(hereinafter “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

**WITNESSETH:**

**WHEREAS,** THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON \_\_\_\_\_  
\_\_\_\_\_.

**WHEREAS,** Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 300 Pitts School Road, Concord, NC (Jay M Robinson High School), Cabarrus County Property Identification Number (PIN): 5509-40-5700. It being the land conveyed to Grantor by deed recorded in Book and Page 2592/191 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

**WHEREAS,** Grantor desires to develop or redevelop all or portions of the Property; and

**WHEREAS,** the Property is located within the planning jurisdiction of the City of Concord, and is subject to certain requirements set forth in the City of Concord Code of Ordinances Chapter 60, the Concord Development Ordinance, (hereafter “CCDO”), and the Concord Technical Standards Manual (hereafter “Concord Manual”); and

**WHEREAS,** conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Sand

Filter, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure” or “SCM”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

**WHEREAS**, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

**WHEREAS**, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

**NOW, THEREFORE**, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit “A” titled “Jay M Robinson High School” and labeled “SCM Maintenance Easement L1-L9 is the perimeter of a variable width SCM Maintenance Easement 7232 Sq. Feet 0.1660 Acres (Sheet 1 of 5)”**, for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as “SCM Easement”). Within the SCM Easement Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM across that portion of the Property shown on the attached **Exhibit “A” titled “Jay M Robinson High School” and labeled “SCM Access Easement L10-L37 is the center of 20’ wide SCM Access Easement (10’ each side of center) 49543 Sq. Feet 1.1374 Acres (Sheets 1 thru 5)”** for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor’s Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

The additional terms, conditions, and restrictions of this Agreement are:

1. The requirements pertaining to the SCM Easement is more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Sand Filter Inspection and Maintenance Plan attached as **Exhibit “B”** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the “NCDENR Manual”), all of which are incorporated herein by reference as if set forth in their entireties below. Grantor agree to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by Code

Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agree to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

- a. All components of the SCM and related improvements within the SCM Easement are to be kept in good working order.
- b. The components of the SCM and related improvements within the SCM Easement shall be maintained by Grantor as described in “**Exhibit B**”, the Sand Filter Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCM, Grantor’s N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCM and all components are constructed and initially functioning as designed. Annual inspection reports (hereinafter referred to as “Annual Report(s)”) are required each year and shall be made by Grantor on the written schedule provided to Grantor in advance by the City. The Annual Report(s) shall describe the condition and functionality of the SCM, and shall describe any maintenance performed thereon during the preceding year. The Annual Report(s) shall be submitted with the signature and seal of Grantor’s N.C. registered professional engineer conducting the inspection. If necessary, the City will provide a letter describing the maintenance necessary to keep the SCM and all components and structures related to the SCM functioning as designed and with reasonable timeframes in which to complete the maintenance. If the Annual Report(s) recommends maintenance actions, the repairs shall be made within a reasonable time as defined by the City.

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plan describes the specific actions needed to maintain the SCM.

3. Grantor represents and warrants that Grantor are financially responsible for construction, maintenance, repair and replacement of the SCM, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NC DENR Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee’s name, address of the Property, transferee’s mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee’s name, address of the Property; transferee’s mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor are released from any further covenants or other obligations set forth in this Agreement.

4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, CDO, the Concord Manual or approved Inspection and Maintenance Plan, the City of Concord may perform (but is not obligated to perform) such work as Grantor is responsible for and recover the costs thereof from Grantor.

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easement whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain same and make repairs or replacements to the SCM, its appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

6. Grantor shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owners of the Property and areas subject to the SCM Easement, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easement and this Agreement by a prior failure to act.

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **“Notice: The Property is subject to a Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB \_\_\_\_\_ PG \_\_\_\_.”** shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor may be divested of either the fee simple title to or possessory interests in the subject Property. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

b. That the following statement shall be inserted in any deed or other document of conveyance:

“Title to the property hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated \_\_\_\_\_, 2020 with and for the benefit of the City of Concord, recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

In the event that such conveyance is other than by deed, the above terms of “grantor/grantee” may be substituted by equivalent terms such as “landlord/tenant.”

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor do covenant that Grantor is seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantor will warrant and defend the said title to the same against claims of all persons whosoever.

Title to the Property hereinabove described is subject to all enforceable deeds of trust, liens, easements, covenants and restrictions of record.

The covenants agreed hereto and the conditions imposed herein shall be binding upon Grantor and its agents, personal representatives, heirs and assigns and all other successors in interest to Grantor and shall continue as a servitude running in perpetuity with the above-described land.

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM EASEMENTS AND ACCEPTED THE SCM EASEMENTS AT THEIR MEETING OF \_\_\_\_\_, 2020 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed day and year first above written.

**GRANTOR:**

Cabarrus County, a body politic and political subdivision of the State of North Carolina

By: \_\_\_\_\_  
Stephen Morris, Chairman of the Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Lauren Linker, Clerk to the Board

[SEAL]

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act."

\_\_\_\_\_  
, Finance Director

**CABARRUS COUNTY  
STATE OF NORTH CAROLINA**

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that Lauren Linker personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners for Cabarrus County and that by authority duly given and as the act of the body politic and political subdivision of the State of North Carolina, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by her as its Clerk to the Board.

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

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**GRANTEE:**

City of Concord, a municipal corporation

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

ATTEST:

\_\_\_\_\_  
Kim J. Deason, City Clerk  
[SEAL]

APPROVED AS TO FORM

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

**STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS**

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT was approved by the Concord City Council at its meeting held on \_\_\_\_\_ and was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

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

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_



## Sand Filter Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.

The sand filter will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
<b>The entire SCM</b>	Trash/debris is present.	Remove the trash/debris.
<b>The adjacent pavement (if applicable)</b>	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
<b>The perimeter of the sand filter</b>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<b>The flow diversion structure</b>	The structure is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.

<b>The pretreatment area</b>	Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If a pesticide is used, wipe it on the plants rather than spraying.

<b>SCM element:</b>	<b>Potential problem:</b>	<b>How I will remediate the problem:</b>
<b>The filter bed and underdrain collection system</b>	Water is ponding on the surface for more than 24 hours after a storm.	Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert.
<b>The outflow spillway and pipe</b>	Shrubs or trees have started to grow on the embankment.	Remove shrubs and trees immediately.
	The outflow pipe is clogged.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	The outflow pipe is damaged.	Repair or replace the pipe.
<b>The receiving water</b>	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

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### LEGEND

- Unmarked point
- ⊙ Iron rebar set (unless noted)
- ⊗ Utility
- ▲ PK Nail set
- Easement
- - - Tie line
- - - Adjoiner line (not surveyed)

LINE	BEARING	DISTANCE
L1	S 68°28'50" E	10.04'
L2	S 68°28'50" E	10.04'
L3	S 22°12'27" W	100.22'
L4	S 67°41'11" E	66.25'
L5	S 22°18'49" W	90.00'
L6	N 67°41'11" W	50.00'
L7	N 22°18'49" E	70.00'
L8	N 67°41'11" W	36.23'
L9	N 22°10'38" E	119.94'
L10	N 02°15'42" E	175.02'
L11	N 13°17'20" E	80.36'
L12	N 22°18'17" E	61.68'

DocuSigned by:  
*Benjamin Patton*  
 54C11D25DDC0457... 5/21/2020  
 Benjamin T. Patton, PLS #4904



CABARRUS COUNTY  
 BOARD OF EDUCATION  
 (JAY M ROBINSON HIGH)  
 PIN 55094057000000  
 DB 2316, PG. 285

#### SCM ACCESS EASEMENT

L10-L37 is the center of 20' wide SCM Access Easement (10' each side of center)  
 49543 Sq. Feet  
 1.1374 Acres

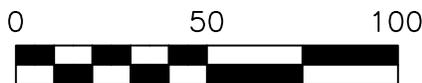
#### SCM MAINTENANCE EASEMENT

L1-L9 is the perimeter of a variable width SCM Maintenance Easement  
 7232 Sq. Feet  
 0.1660 Acres



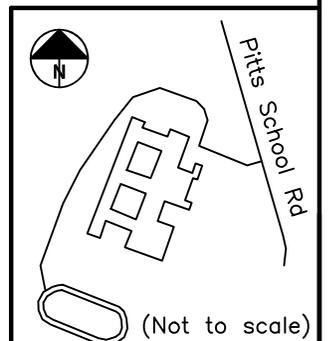
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 E:1503873.24  
 Not to scale  
 N 86°16'28" E  
 160.56' (TIE)  
 5/8" Rebar found

TRACK



BAR SCALE: 1"=50'

#### VICINITY MAP



## B P L S

Ben Patton Land Surveying, PLLC

PHONE: (828) 559-8004  
 931 N. MAIN ST. SUITE 5, MARION, NC 28752  
 SERVING NC, SC, & TN FIRM LICENSE NO. P-0907  
 WEB: BPSURVEYING.COM EMAIL: BEN@BPSURVEYING.COM

#### JAY M ROBINSON HIGH SCHOOL

OWNER: CABARRUS COUNTY BOARD OF EDUCATION

300 PITTS SCHOOL RD SW  
 PIN 55094057000000

DB 2493, PG. 268  
 CITY OF CONCORD  
 NO. 2 TOWNSHIP  
 CABARRUS COUNTY NC

DRAWN: BTP 5/21/20

SHEET: 1 OF 5 1"=50'

PROJECT # 19234

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DocuSigned by:

*Benjamin Patton*

5/21/2020

54C1D25DDC0457...

Benjamin T. Patton, PLS #4904



**LEGEND**

- Unmarked point
- ⊙ Iron rebar set
- ⊗ Utility
- ▲ PK Nail set
- Easement
- - - Tie line
- · - · - Adjoiner line (not surveyed)

LINE	BEARING	DISTANCE
L11	N 13°17'20" E	80.36'
L12	N 22°18'17" E	61.68'
L13	N 22°24'47" E	138.26'
L14	N 24°48'12" E	145.42'
L15	N 28°24'40" E	102.73'
L16	N 34°19'38" E	123.91'
L17	N 38°12'22" E	264.66'

**SCM ACCESS EASEMENT**

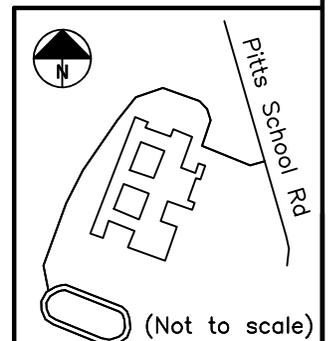
L10-L37 is the center of 20' wide SCM Access Easement (10' each side of center)

49543 Sq. Feet  
1.1374 Acres

CABARRUS COUNTY  
BOARD OF EDUCATION  
(JAY M ROBINSON HIGH)  
PIN 55094057000000  
DB 2316, PG. 285



**VICINITY MAP**



0 50 100



**BAR SCALE: 1"=50'**

**B P L S**

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SHEET: 2 OF 5 1"=50'

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*Benjamin Patton*  
54C11D25DDC0457...

5/21/2020

Benjamin T. Patton, PLS #4904



LINE	BEARING	DISTANCE
L16	N 34°19'38" E	123.91'
L17	N 38°12'22" E	264.66'
L18	N 36°44'15" E	165.71'
L19	N 46°27'34" E	23.57'
L20	N 55°04'41" E	52.21'
L21	N 66°37'48" E	66.42'

CABARRUS COUNTY  
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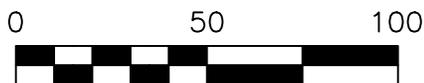
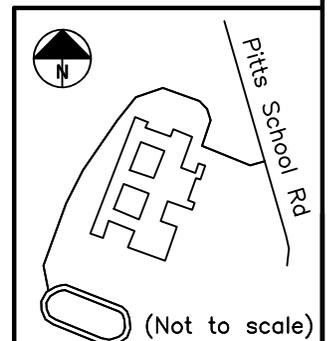


### SCM ACCESS EASEMENT

L10-L37 is the center of 20' wide SCM Access Easement (10' each side of center)

49543 Sq. Feet  
1.1374 Acres

### VICINITY MAP



BAR SCALE: 1"=50'

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DB 2493, PG. 268  
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CABARRUS COUNTY NC

DRAWN: BTP 5/21/20

SHEET: 3 OF 5 1"=50'

PROJECT # 19234

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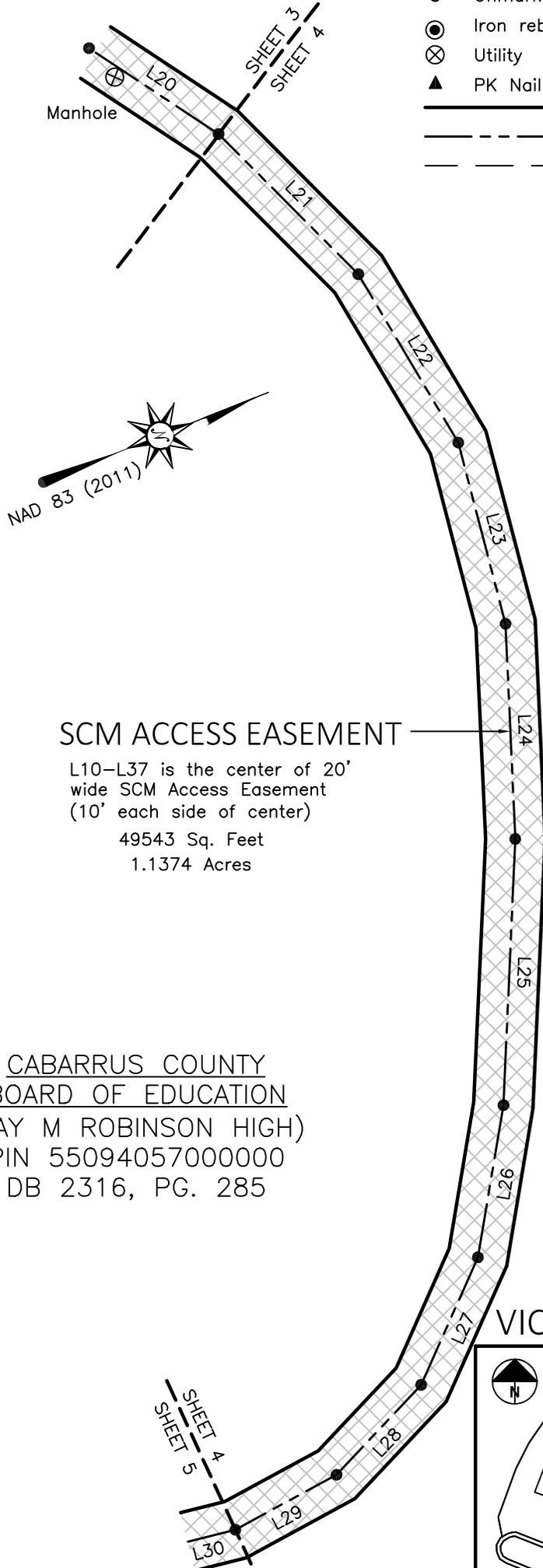
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*Benjamin Patton* 5/21/2020  
 54C11D25DDC0457...

Benjamin T. Patton, PLS #4904

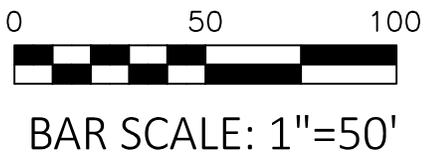


LINE	BEARING	DISTANCE
L20	N 55°04'41" E	52.21'
L21	N 66°37'48" E	66.42'
L22	N 80°51'03" E	65.65'
L23	S 83°00'33" E	62.73'
L24	S 70°55'17" E	72.11'
L25	S 65°46'15" E	89.24'
L26	S 58°44'59" E	51.66'
L27	S 44°15'23" E	46.76'
L28	S 24°55'06" E	41.44'
L29	S 06°43'17" E	38.71'
L30	S 07°40'36" W	46.20'

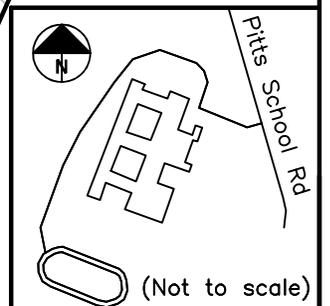
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### VICINITY MAP



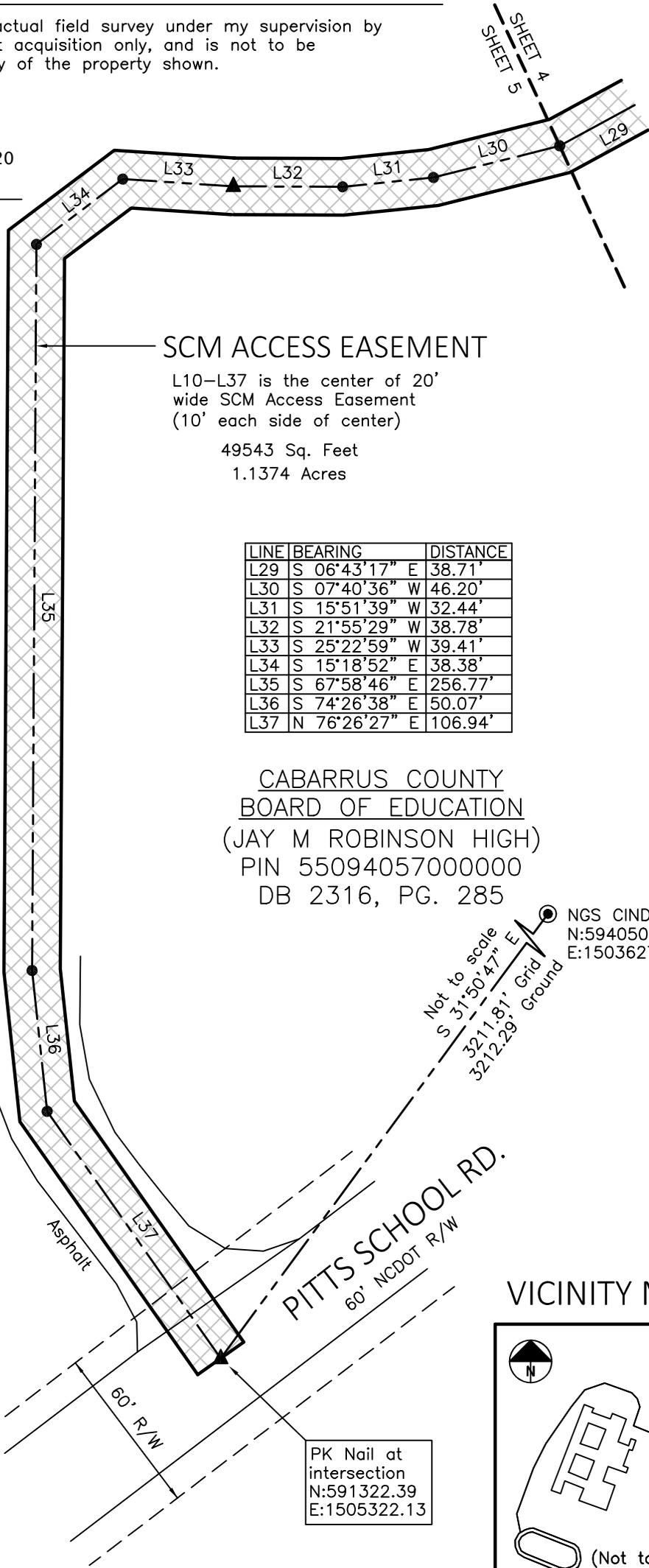
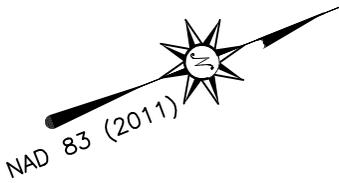
<h2 style="margin: 0;">B P L S</h2> <p style="margin: 0;">Ben Patton Land Surveying, PLLC</p> <p style="margin: 0;">PHONE: (828) 559-8004                  931 N. MAIN ST. SUITE 5, MARION, NC 28752                  SERVING NC, SC, &amp; TN FIRM LICENSE NO. P-0907                  WEB: BPSURVEYING.COM EMAIL: BEN@BPSURVEYING.COM</p>	JAY M ROBINSON HIGH SCHOOL OWNER: CABARRUS COUNTY BOARD OF EDUCATION	
	300 PITTS SCHOOL RD SW PIN 55094057000000	DB 2493, PG. 268 CITY OF CONCORD NO. 2 TOWNSHIP CABARRUS COUNTY NC
	DRAWN: BTP	5/21/20
	SHEET: 4 OF 5	1"=50' PROJECT # 19234

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DocuSigned by:  
**Benjamin Patton** 5/21/2020  
 54C11D25DDC0457...

Benjamin T. Patton, PLS #4904



**SCM ACCESS EASEMENT**

L10-L37 is the center of 20' wide SCM Access Easement (10' each side of center)

49543 Sq. Feet  
 1.1374 Acres

LINE	BEARING	DISTANCE
L29	S 06°43'17" E	38.71'
L30	S 07°40'36" W	46.20'
L31	S 15°51'39" W	32.44'
L32	S 21°55'29" W	38.78'
L33	S 25°22'59" W	39.41'
L34	S 15°18'52" E	38.38'
L35	S 67°58'46" E	256.77'
L36	S 74°26'38" E	50.07'
L37	N 76°26'27" E	106.94'

CABARRUS COUNTY  
BOARD OF EDUCATION  
 (JAY M ROBINSON HIGH)  
 PIN 55094057000000  
 DB 2316, PG. 285

NGS CINDY  
 N:594050.72  
 E:1503627.44  
 Not to scale  
 S 31°50'47" E  
 3211.81'  
 3212.29' Grid Ground

**LEGEND**

- Unmarked point
- ⊙ Iron rebar set
- ⊗ Utility
- ▲ PK Nail set
- Easement
- - - Tie line
- - - Adjoiner line (not surveyed)

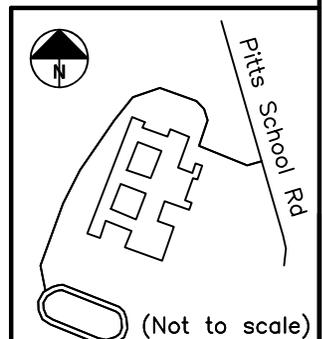


BAR SCALE: 1"=50'

**PITTS SCHOOL RD.**  
 60' NCDOT R/W

PK Nail at intersection  
 N:591322.39  
 E:1505322.13

**VICINITY MAP**



**B P L S**

Ben Patton Land Surveying, PLLC

PHONE: (828) 559-8004  
 931 N. MAIN ST. SUITE 5, MARION, NC 28752  
 SERVING NC, SC, & TN FIRM LICENSE NO. P-0907  
 WEB: BPSURVEYING.COM EMAIL: BEN@BPSURVEYING.COM

**JAY M ROBINSON HIGH SCHOOL**

OWNER: CABARRUS COUNTY BOARD OF EDUCATION

300 PITTS SCHOOL RD SW  
 PIN 55094057000000

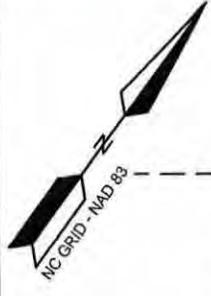
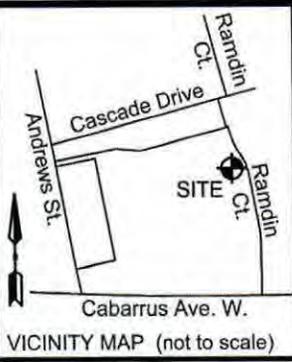
DB 2493, PG. 268  
 CITY OF CONCORD  
 NO. 2 TOWNSHIP  
 CABARRUS COUNTY NC

DRAWN: BTP 5/21/20

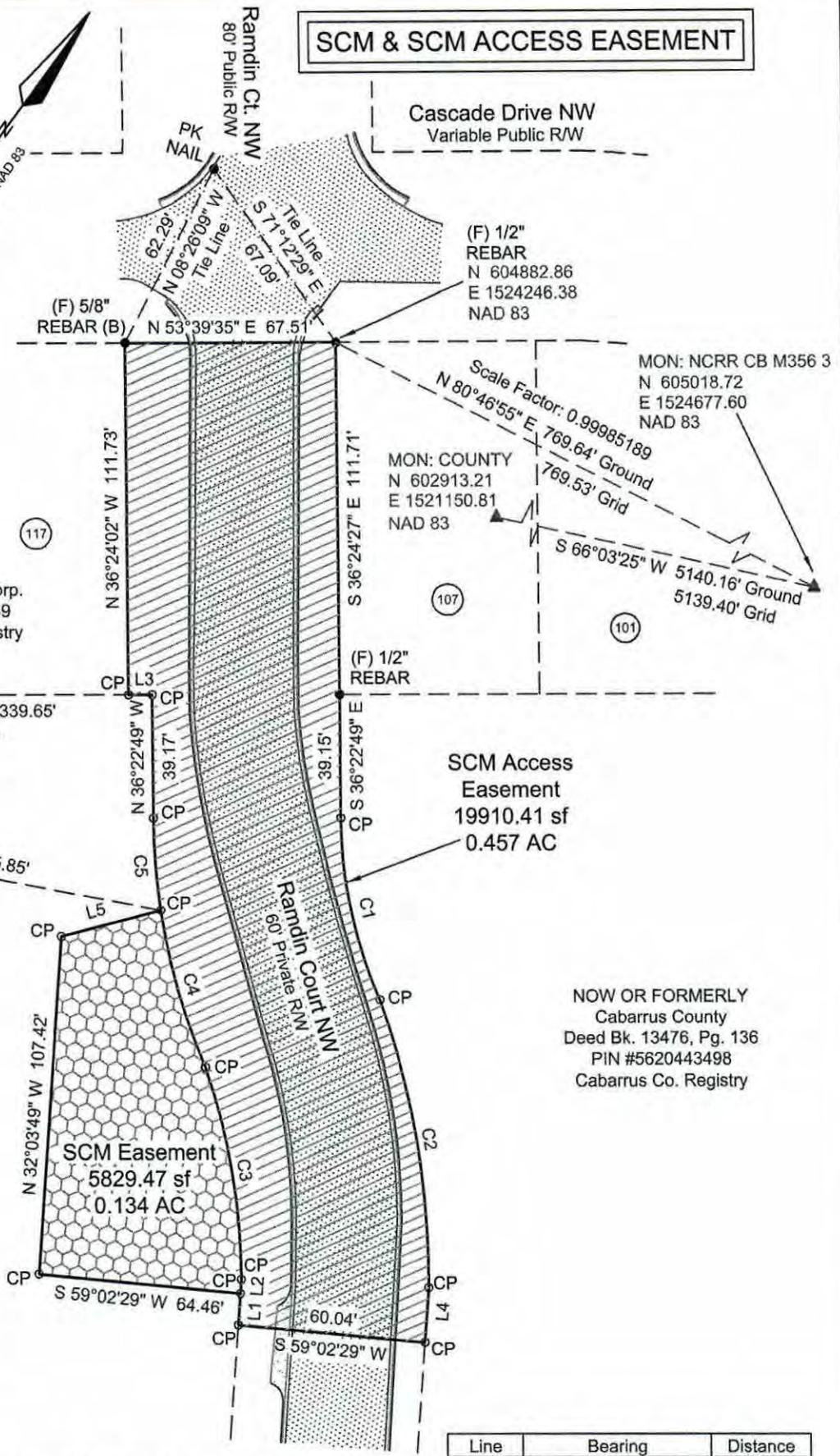
SHEET: 5 OF 5 1"=50'

PROJECT # 19234

# SCM & SCM ACCESS EASEMENT



- LEGEND**
- R/W - RIGHT OF WAY
  - (F) - FOUND
  - (B) - BENT
  - a/s - AS SHOWN
  - CP - CALCULATED POINT
  - [Hatched Box] - SCM EASEMENT
  - [Dotted Box] - SCM ACCESS EASEMENT
  - [Stippled Box] - PAVEMENT



Cannon Holding Corp.  
Map Bk. 19, Pg. 49  
Cabarrus Co. Registry

NOW OR FORMERLY  
Cabarrus County  
Deed Bk. 13476, Pg. 136  
PIN #5620443498  
Cabarrus Co. Registry

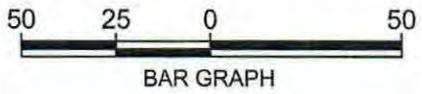
NOW OR FORMERLY  
Cabarrus County  
Deed Bk. 13476, Pg. 136  
PIN #5620443498  
Cabarrus Co. Registry



Curve	Radius	Arc	Chord	Chord Bearing
C1	145.00'	59.34'	58.92'	S 48°06'12" E
C2	265.00'	92.88'	92.41'	S 45°35'25" E
C3	205.00'	68.25'	67.94'	N 45°34'15" W
C4	205.00'	52.15'	52.01'	N 51°49'56" W
C5	205.00'	29.21'	29.18'	N 40°27'43" W

Line	Bearing	Distance
L1	N 32°01'16" W	10.00'
L2	N 32°01'16" W	4.41'
L3	S 53°38'33" W	7.49'
L4	S 32°01'16" E	17.49'
L5	N 38°47'40" E	32.80'

- NOTES:**
- \* Deed Reference - Deed Bk. 13476, Pg. 136 Cabarrus County Dated April 26, 2019 Recorded in Cabarrus Co. Registry
  - \* Map Reference - 14.035 AC - Cabarrus Ave. W. Dated October 18, 2018 Unrecorded Plat Performed by R. Scott Dyer, PLS
  - \* Property subject to recorded and unrecorded right of ways, easements and agreements as may appear.



I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 13476, page 136, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated is 1:67,998; and that this map meets the requirements for The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56. 1600). Witness my original signature, registration number and seal this 12th day of February, A.D., 2021.

*R. Scott Dyer*  
R. Scott Dyer, PLS #4444



**NORSTAR LAND SURVEYING, INC.**  
552-B Newell Street NW  
Concord, NC 28025  
Ph 704 721 6651  
Fax 704 721 6653  
Firm Lic. # C-2294

SCM & SCM Access Easement  
To Serve  
40 Ramdin Court NW  
Township No. 2 Cabarrus County, NC

DRAWN BY: S. Kimrey NLS NO.: 18150  
DATE: February 12, 2021 SCALE: 1" = 50'

NORTH CAROLINA  
CABARRUS COUNTY

**STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND  
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Cabarrus County, a body politic and political subdivision of the State of North Carolina, whose principal address is 65 Church Street SE, Concord, NC 28025(hereinafter “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

**W I T N E S S E T H:**

**WHEREAS,** THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON \_\_\_\_\_  
\_\_\_\_\_.

**WHEREAS,** Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 484 Cabarrus Avenue W, Concord, NC, Cabarrus County Property Identification Number (PIN): 5620-44-3498. It being the land conveyed to Grantor by deed recorded in Book and Page 13476/136 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

**WHEREAS,** Grantor desires to develop or redevelop all or portions of the Property; and

**WHEREAS,** the Property is located within the planning jurisdiction of the City of Concord, and is subject to certain requirements set forth in the City of Concord Code of Ordinances Chapter 60, the Concord Development Ordinance, (hereafter “CCDO”), and the Concord Technical Standards Manual (hereafter “Concord Manual”); and

**WHEREAS,** conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Sand Filter, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure” or

“SCM”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

**WHEREAS**, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

**WHEREAS**, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

**NOW, THEREFORE**, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit “A” titled “SCM & SCM Access Easement to Serve 40 Ramdin Court NW” and labeled “SCM Easement 5829.47 sf 0.134 AC”**, for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as “SCM Easement”). Within the SCM Easement Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM as shown on the attached **Exhibit “A” titled “SCM & SCM Access Easement to Serve 40 Ramdin Court NW” and labeled “SCM Access Easement 19910.41 sf 0.457 AC”**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor’s Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

The additional terms, conditions, and restrictions of this Agreement are:

1. The requirements pertaining to the SCM Easement is more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Sand Filter Inspection and Maintenance Plan attached as **Exhibit “B”** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the “NCDENR Manual”), all of which are incorporated herein by reference as if set forth in their entirety below. Grantor agree to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by Code Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agree to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

- a. All components of the SCM and related improvements within the SCM Easement are to be kept in good working order.
- b. The components of the SCM and related improvements within the SCM Easement shall be maintained by Grantor as described in “**Exhibit B**”, the Sand Filter Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCM, Grantor’s N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCM and all components are constructed and initially functioning as designed. Annual inspection reports (hereinafter referred to as “Annual Report(s)”) are required each year and shall be made by Grantor on the written schedule provided to Grantor in advance by the City. The Annual Report(s) shall describe the condition and functionality of the SCM, and shall describe any maintenance performed thereon during the preceding year. The Annual Report(s) shall be submitted with the signature and seal of Grantor’s N.C. registered professional engineer conducting the inspection. If necessary, the City will provide a letter describing the maintenance necessary to keep the SCM and all components and structures related to the SCM functioning as designed and with reasonable timeframes in which to complete the maintenance. If the Annual Report(s) recommends maintenance actions, the repairs shall be made within a reasonable time as defined by the City.

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plan describes the specific actions needed to maintain the SCM.

3. Grantor represents and warrants that Grantor are financially responsible for construction, maintenance, repair and replacement of the SCM, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NCDENR Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee’s name, address of the Property, transferee’s mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee’s name, address of the Property; transferee’s mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor are released from any further covenants or other obligations set forth in this Agreement.

4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, CDO, the Concord Manual or approved Inspection and Maintenance Plan, the City of Concord may perform (but is not obligated to perform) such work as Grantor is responsible for and recover the costs thereof from Grantor.

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easement whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith,

to maintain same and make repairs or replacements to the SCM, its appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement. Notwithstanding the foregoing, except in emergencies, Grantee shall provide reasonable advanced written notice to Grantor of any work which may be performed. Further, any work which may be performed which involves Grantee's use of construction equipment, heavy machinery, or any other truck with more than two axles, Grantee shall take reasonable precautions to avoid any damage to the Property. Grantee shall limit its repair/maintenance work on the SCMs to circumstances where such work is necessary due to Grantor's failure to comply with the requirements of this Agreement and exhibits hereto or applicable code or as necessary to abate a public nuisance, provided that Grantee shall have no affirmative obligation to perform repair or maintenance work.

6. Grantor shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owners of the Property and areas subject to the SCM Easement, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easement and this Agreement by a prior failure to act.

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **“Notice: The Property is subject to a Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB \_\_\_\_\_ PG \_\_\_\_\_.”** shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor may be divested of either the fee simple title to or possessory interests in the subject Property. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

b. That the following statement shall be inserted in any deed or other document of conveyance:

“Title to the property hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated \_\_\_\_\_, 2021 with and for the benefit of the City of Concord, recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

In the event that such conveyance is other than by deed, the above terms of “grantor/grantee” may be substituted by equivalent terms such as “landlord/tenant.”

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor do covenant that Grantor is seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantor will warrant and defend the said title to the same against claims of all persons whosoever.

Title to the Property hereinabove described is subject to all enforceable deeds of trust, liens, easements, covenants and restrictions of record.

The covenants agreed hereto and the conditions imposed herein shall be binding upon Grantor and its agents, personal representatives, heirs and assigns and all other successors in interest to Grantor and shall continue as a servitude running in perpetuity with the above-described land.

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM EASEMENTS AND ACCEPTED THE SCM EASEMENTS AT THEIR MEETING OF \_\_\_\_\_, 2021 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed day and year first above written.

[SIGNATURE PAGES FOLLOW]

**GRANTOR:**

Cabarrus County, a body politic and political subdivision of the State of North Carolina

By: \_\_\_\_\_  
Stephen Morris, Chairman of the Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Lauren Linker, Clerk to the Board

[SEAL]

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act."

\_\_\_\_\_  
, Finance Director

**CABARRUS COUNTY  
STATE OF NORTH CAROLINA**

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that Lauren Linker personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners for Cabarrus County and that by authority duly given and as the act of the body politic and political subdivision of the State of North Carolina, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by her as its Clerk to the Board.

WITNESS my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**GRANTEE:**

City of Concord, a municipal corporation

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

ATTEST:

\_\_\_\_\_  
Kim J. Deason, City Clerk  
[SEAL]

APPROVED AS TO FORM

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

**STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS**

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT was approved by the Concord City Council at its meeting held on \_\_\_\_\_ and was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_



## Sand Filter Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.

The sand filter will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
<b>The entire SCM</b>	Trash/debris is present.	Remove the trash/debris.
<b>The adjacent pavement (if applicable)</b>	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
<b>The perimeter of the sand filter</b>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<b>The flow diversion structure</b>	The structure is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.

<b>The pretreatment area</b>	Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If a pesticide is used, wipe it on the plants rather than spraying.

<b>SCM element:</b>	<b>Potential problem:</b>	<b>How I will remediate the problem:</b>
<b>The filter bed and underdrain collection system</b>	Water is ponding on the surface for more than 24 hours after a storm.	Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert.
<b>The outflow spillway and pipe</b>	Shrubs or trees have started to grow on the embankment.	Remove shrubs and trees immediately.
	The outflow pipe is clogged.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	The outflow pipe is damaged.	Repair or replace the pipe.
<b>The receiving water</b>	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

DHS - Transportation Grant Funding

**BRIEF SUMMARY:**

Cabarrus County was not awarded the Rural Operating Assistance Program (ROAP) grant through NCDOT this fiscal year.

Cabarrus County was not awarded the annual 5307 Urbanized Area Grant this fiscal year.

**REQUESTED ACTION:**

Motion to adopt the budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Anthony Hodges, Program Administrator

Bob Bushey, Transportation Manager

**BUDGET AMENDMENT REQUIRED:**

Yes

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

---

**ATTACHMENTS:**

▫ Budget Amendment

Date: **March 15, 2021**

Amount: **73,409.00**

Dept. Head: **Suzanne Burgess for Bob Bushey**

Department: **Transportation**

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

This budget amendment is to adjust transportation revenues and expenditures to be in line with revised grant funding. The County will not receive ROAP grant funds and the annual 5307 Urbanized Area grant program funds. The County received 5307 CARES grant funding. The 5307 CARES grant funds may be used to cover salaries and wages. Auto and Truck maintenance and minor technology equipment expenditures are adjusted for the grant revisions.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	5240-638407-CARES	CARES ACT RELIEF 5307 TRANSPORTATION	-	586,448.00	-	586,448.00
001	9	5240-9101-CARES	SALARIES AND WAGES - CARES	214,782.00	586,448.00	-	801,230.00
001	6	5240-6380	5307 Grant	416,387.00	-	416,387.00	0.00
001	9	5240-9101	SALARIES AND WAGES	1,061,996.00	-	586,448.00	475,548.00
001	9	5240-9520	Auto and truck Maintenance	566,573.00	86,003.00	-	652,576.00
001	9	5240-9342	Minor Technology Equipment	159,412.00	-	159,412.00	0.00
001	6	5240-6311	ROAP - EDTAP	115,264.00	-	115,264.00	0.00
001	6	5240-6338	ROAP - RGP	80,220.00	-	80,220.00	0.00
001	6	5240-6341	ROAP	47,986.00	-	47,986.00	0.00

**Total**                      0.00

**Budget Officer**

**County Manager**

**Board of Commissioners**

Approved  
Denied

Approved  
Denied

Approved  
Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

DHS - Transportation NCDHHS CARES Act Funding

**BRIEF SUMMARY:**

On February 4, 2021 Cabarrus County Transportation received funding in the amount of \$32,914 from NCDHHS CARES Act funding. There is not a requirement for matching funds. This funding is to provide needed transportation for county residents to vaccination sites. A budget amendment will be required to add these funds to appropriations for CCTS.

**REQUESTED ACTION:**

Motion to adopt the budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Anthony Hodges, Program Administrator  
Bob Bushey, Transportation Manager

**BUDGET AMENDMENT REQUIRED:**

Yes

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

---

**ATTACHMENTS:**

▢ Budget Amendment



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Finance - Audit Contract for Fiscal Years Ending June 30, 2021

### **BRIEF SUMMARY:**

A request for proposal for external auditing services was conducted by the Finance Department last year. After reviewing the submissions, it was determined that the accounting firm Martin Starnes and Associates best suits Cabarrus County's needs. They submitted a 3 year bid.

Pricing for the auditing services is \$62,000 for fiscal year ending June 30, 2021. There is an additional fee of \$3,000 since we have over 5 major programs for a total of \$65,000.

The Local Government Commission requires Board approval annually for the audit contract.

### **REQUESTED ACTION:**

Motion to approve audit contract for June 30, 2021, and to authorize the County Manager to execute the Agreement on behalf of the Board, subject to review or revision by the County Attorney.

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

5 Minutes

### **SUBMITTED BY:**

Wendi Heglar, Finance Director

### **BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

---

### ATTACHMENTS:

- ▣ Audit Contract for FY21
- ▣ Single Audit Engagement Letter

The of and	Governing Board Board of Commissioners
	Primary Government Unit (or charter holder) Cabarrus County, NC
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Dr. SE, Hickory, NC 28602

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending	Audit Report Due Date
	06/30/21	10/31/21

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

**FEEES FOR AUDIT SERVICES**

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

<b>Name:</b>	<b>Title and Unit / Company:</b>	<b>Email Address:</b>
Wendi Heglar	Finance Director, Cabarrus County	wheglar@cabarruscounty.us

OR Not Applicable  (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

**PRIMARY GOVERNMENT FEES**

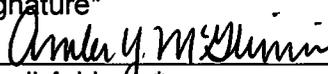
Primary Government Unit	Cabarrus County, NC
Audit Fee	\$ See fee section of engagement letter
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$ See fee section of engagement letter
Writing Financial Statements	\$ N/A
All Other Non-Attest Services	\$ N/A
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$ 46,500.00

**DPCU FEES (if applicable)**

Discretely Presented Component Unit	N/A
Audit Fee	\$
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$

**SIGNATURE PAGE**

**AUDIT FIRM**

<b>Audit Firm*</b> Martin Starnes & Associates, CPAs, P.A.	
<b>Authorized Firm Representative (typed or printed)*</b> Amber Y. McGhinnis	<b>Signature*</b> 
<b>Date*</b> 02/12/21	<b>Email Address*</b> amcghinnis@martinstarnes.com

**GOVERNMENTAL UNIT**

<b>Governmental Unit*</b> Cabarrus County, NC	
<b>Date Primary Government Unit Governing Board Approved Audit Contract*</b> (G.S.159-34(a) or G.S.115C-447(a))	
<b>Mayor/Chairperson (typed or printed)*</b> Stephen Morris, Chairman	<b>Signature*</b>
<b>Date</b>	<b>Email Address</b> smmorris@cabarruscounty.us

<b>Chair of Audit Committee (typed or printed, or "NA")</b> N/A	<b>Signature</b>
<b>Date</b>	<b>Email Address</b>

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
 Not applicable to hospital contracts.

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

<b>Primary Governmental Unit Finance Officer* (typed or printed)</b> Wendi Heglar, Finance Director	<b>Signature*</b>
<b>Date of Pre-Audit Certificate*</b>	<b>Email Address*</b> wheglar@cabarruscounty.us

**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

**DPCU – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

DPCU Finance Officer (typed or printed)*	Signature*
N/A	
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

**PRINT**



**Report on the Firm's System of Quality Control**

To the Shareholders of Martin Starnes & Associates CPAs, P.A. and the  
 Peer Review Committee, North Carolina Association  
 Of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. (the firm) in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. in effect for the year ended December 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates CPAs, P.A. has received a peer review rating of *pass*.

*Koonce, Wooten & Haywood, LLP*

Koonce, Wooten & Haywood, LLP

May 3, 2018

**Raleigh**  
 4060 Barrett Drive  
 Post Office Box 17806  
 Raleigh, North Carolina 27619  
 919 782 9265  
 919 783 8937 FAX

**Durham**  
 3500 Westgate Drive  
 Suite 203  
 Durham, North Carolina 27707  
 919 354 2584  
 919 489 8183 FAX

**Pittsboro**  
 10 Sanford Road  
 Post Office Box 1399  
 Pittsboro, North Carolina 27312  
 919 542 6000  
 919 542 5764 FAX

# MARTIN STARNES

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## & ASSOCIATES, CPAs, P.A.

*"A Professional Association of Certified Public Accountants and Management Consultants"*

February 12, 2021

Wendi Heglar, Finance Director  
Cabarrus County  
65 Church Street SE  
Concord, NC 28025

You have requested that we audit the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Cabarrus County, NC, as of June 30, 2021, and for the year then ended, and the related notes, which collectively comprise Cabarrus County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and State award programs for the period ended June 30, 2021. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and State award programs.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules
- Register of Deeds' Supplemental Pension Fund schedules

Supplementary information other than RSI will accompany Cabarrus County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budget and actual schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

### **Schedule of Expenditures of Federal and State Awards**

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory section
- Statistical section

We will make reference to the component unit auditor's audit of the Cabarrus Health Alliance in our report on your financial statements.

### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

## **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and the direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Cabarrus County's basic financial statements. Our report will be addressed to the governing body of Cabarrus County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

## **Audit of Major Program Compliance**

Our audit of Cabarrus County's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and state award programs. Our procedures will consist of determining major federal and state programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

## **Management's Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For the design, implementation, and maintenance of internal control over federal and state awards;

7. For establishing and maintaining effective internal control over federal and state awards that provides reasonable assurance that the nonfederal and nonstate entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal and state award programs and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above (including the Schedule of Expenditures of Federal and State Awards), you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information

with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We will perform the following nonattest services:

- Preparation of auditor portion of Data Collection Form
- Preparation of LGC's data input worksheet

We will not assume management responsibilities on behalf of Cabarrus County. However, we will provide advice and recommendations to assist management of Cabarrus County in performing its responsibilities.

With respect to the nonattest services we perform as listed above, Cabarrus County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards.
- This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

## **Other**

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The County is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

## **Provisions of Engagement Administration and Fees**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Erica Brown is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	\$ 62,000
Financial Statement Drafting	-
Other Non-Attest Services	-
	<u>\$ 62,000</u>

**Additional Fees:**

Charge per major program over five (5)	<u>\$ 3,000</u>
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Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Cabarrus County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

*Changing Laws and Regulations*

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

*Incorrect Accounting Methods or Errors in Client Records*

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

### *Failure to Prepare for the Engagement*

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

### *Starting and Stopping Our Work*

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

### *Assistance with Financial Statement Drafting*

Your personnel is responsible for drafting the financial statements and related notes and the Schedule of Expenditures of Federal and State Awards. Upon completion of the drafted financial statements, we will review them and return them to you with suggested revisions. If significant assistance is needed to make those revisions, this will result in additional fees based on the amount of assistance required.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$300 per hour.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;

- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or State agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*Martin Starnes & Associates, CPAs, P.A.*

Martin Starnes & Associates, CPAs, P.A.  
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Cabarrus County by:

Name: \_\_\_\_\_

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

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

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Finance - EMS CARES Grant Budget Amendment

### **BRIEF SUMMARY:**

The Coronavirus Aid, Relief, and Economic Security (CARES) Act appropriated funds to reimburse eligible healthcare providers for healthcare related expenses or lost revenues attributable to coronavirus. These funds were distributed to Emergency Management Services (EMS) in April 2020. The funds were not spent as of June 30, 2020 and therefore are part of the County's unassigned fund balance. Per January 2021 reporting requirements, if recipients did not expend PRF funds in full by the end of calendar year 2020, they have an additional six months in which to use remaining amounts toward expenses attributable to coronavirus but not reimbursed by other sources. This budget amendment appropriates fund balance and expenditures in the related expenditure accounts identified by staff and will be spent by June 30, 2021.

### **REQUESTED ACTION:**

Motion to adopt the budget amendment.

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

1 Minute

### **SUBMITTED BY:**

Wendi Heglar, Finance Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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### ATTACHMENTS:

- EMS BA

### Budget Revision/Amendment Request

Date: March 15, 2021

Amount: \$ 151,403.00

Dept. Head: Suzanne Burgess for Wendi Heglar

Department: Finance for EMS

Internal Transfer Within Department                     
  Transfer Between Departments/Funds                     
  Supplemental Request

The Coronavirus Aid, Relief, and Economic Security (CARES) Act appropriated funds to reimburse eligible healthcare providers for healthcare related expenses or lost revenues attributable to coronavirus. These funds were distributed to Emergency Management Services (EMS) in April 2020. The funds were not spent as of June 30, 2020 and therefore are part of the County's unassigned fund balance. Per January 2021 reporting requirements, if recipients did not expend PRF funds in full by the end of calendar year 2020, they have an additional six months in which to use remaining amounts toward expenses attributable to coronavirus but not reimbursed by other sources. This budget amendment appropriates fund balance and expenditures in the related expenditure accounts identified by staff and will be spent by June 30, 2021.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2730-6901	EMS - Fund Balance Appropriated	-	151,403.00	-	151,403.00
001	9	2730-9113-STIM	EMS - Overtime - STIM	-	120,000.00	-	120,000.00
001	9	2730-9330-STIM	EMS - Tools and Minor Equipment - STIM	-	20,000.00	-	20,000.00
001	9	2730-9340-STIM	EMS - Uniforms - STIM	-	11,403.00	-	11,403.00

**Budget Officer**

Approved  
 Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**County Manager**

Approved  
 Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Board of Commissioners**

Approved  
 Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Finance - North Carolina Education Lottery Payment Application for School Debt

**BRIEF SUMMARY:**

Lottery proceeds in the amount of \$2,300,000 were included in the FY 21 Community Investment Fund budget to pay a portion of debt service related to public school debt. Upon approval by the Cabarrus County Board of Education, the Kannapolis City Board of Education and the Cabarrus County Board of Commissioners, two payment request applications will be submitted to the Department of Public Instruction.

The Cabarrus County School application is for \$2,017,100 and the Kannapolis City School application is for \$282,900, for a total of \$2,300,000. A budget amendment and Capital Project Ordinance is included for your review.

**REQUESTED ACTION:**

Motion to authorize the Chairman to execute a "Public School Building Capital Fund" application(s) to release funds from the North Carolina Education Lottery Fund.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Wendi Heglar, Finance Director

**BUDGET AMENDMENT REQUIRED:**

Yes

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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### ATTACHMENTS:

- ▣ CCS Lottery App FY21
- ▣ KCS Lottery App FY21
- ▣ PSBCF Budget Ordinance
- ▣ Budget Amendment

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

Approved: \_\_\_\_\_

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

County: Cabarrus

Contact Person: Kelly Klutz

LEA: Cabarrus County #130

Title: Chief Financial Officer

Address: PO Box 388 Concord, NC 28026

Phone: 704-260-5705

Project Title: 2020/2021 Debt Service for School Construction

Location: Concord, NC

Type of Facility: Debt Service for School Construction (LOBS 2015D)

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Debt Service for LOBS issued to build and renovate School buildings for the Cabarrus County Schools #130

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	_____
Repair _____	_____
Debt Payment / Bond Payment _____	2,017,100.00
<b>TOTAL _____</b>	<b>\$ 2,017,100.00</b>

Estimated Project Beginning Date: 7/1/20 Est. Project Completion Date: 6/30/21

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 2,017,100.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

\_\_\_\_\_  
(Signature — Chair, County Commissioners) (Date)

\_\_\_\_\_  
(Signature — Chair, Board of Education) (Date)

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

Approved: \_\_\_\_\_

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

County: Cabarrus

Contact Person: Will Crabtree

LEA: Kannapolis City Schools #132

Title: Director of Business Operation

Address: 100 Denver St. Kannapolis, NC

Phone: 704-938-1131

Project Title: 2020/2021 Debt Service for School Construction

Location: Kannapolis, NC

Type of Facility: Debt Service for School Construction (LOBS 2015D)

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Debt Service for LOBS issued to build and renovate School buildings for the Kannapolis City Schools #132

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	_____
Repair _____	_____
Debt Payment / Bond Payment _____	282,900.00
<b>TOTAL _____</b>	<b>\$ _____ 282,900.00</b>

Estimated Project Beginning Date: 7/1/20 Est. Project Completion Date: 6/30/21

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 282,900.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

\_\_\_\_\_  
(Signature — Chair, County Commissioners) (Date)

\_\_\_\_\_  
(Signature — Chair, Board of Education) (Date)

## PUBLIC SCHOOL BUILDING CAPITAL PROJECTS 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 the various County construction and renovation related projects. Details of the projects 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.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Lottery Proceeds	\$12,750,000
Lottery Proceeds – Rowan County	300,000
<b>TOTAL REVENUES</b>	<b>\$13,050,000</b>

- D. The following appropriations are made as listed.

Debt Service	\$10,600,000
Construction	2,150,000
Debt Service – Rowan County	300,000
<b>TOTAL EXPENDITURES</b>	<b>\$13,050,000</b>

<b>GRAND TOTAL – REVENUES</b>	<b>\$13,050,000</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$13,050,000</b>

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:

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

### Section III.

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

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.

- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 15<sup>th</sup> day of March, 2021.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board

### Budget Revision/Amendment Request

Date: 3/15/2021

Amount: 2,300,000.00

Dept. Head: Wendi Heglar (prepared by Sarah Chesley)

Department: Finance, Fund 320

Internal Transfer Within Department
  Transfer Between Departments/Funds
  Supplemental Request

**Purpose:** This amendment records the Public School Building Capital Lottery funds requested from the Department of Public Instruction. The funds will be used towards the FY21 school debt service payments. Cabarrus County Schools' portion is \$2,107,100 and Kannapolis City Schools' portion is \$282,900.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
320	6	7210-6444	Lottery Proceeds	10,450,000.00	2,300,000.00		12,750,000.00
320	9	7210-9704	Contb to General Fund/CIF	8,300,000.00	2,300,000.00		10,600,000.00

**Budget Officer**

Approved  
 Denied

**County Manager**

Approved  
 Denied

**Board of Commissioners**

Approved  
 Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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*Date*

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*Date*

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Finance - Stonewall Jackson Property Budget Amendment

### **BRIEF SUMMARY:**

January 19, 2021 the board approved the contract for Carolina Tree Care for \$47,500. The original budget amendment budgeted the contact in a capital project fund. This project had previous expenditures in the general fund. To keep all expenditures in the same fund, this corrected budget amendment transfers the funds from the capital project fund to the general fund.

### **REQUESTED ACTION:**

Motion to adopt the budget amendment.

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

1 Minute

### **SUBMITTED BY:**

Wendi Heglar, Finance Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

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

---

### **ATTACHMENTS:**

▢ Stonewall Jackson Budget Amendment

**Budget Revision/Amendment Request**

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department     
  Transfer Between Departments/Funds     
  Supplemental Request

**This budget amendment moves funds from an unallocated account to the general fund for tree removal on Stonewall Jackson property. This is a corrected budget amendment. The funds need to be spent from the general fund to kept all project cost in the same fund.**

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
380	6	1940-6921-STONW	Cont from Capital Reserve Fund	47,500		47,500	-
380	9	1940-9830-STONW	Other Improvements	47,500		47,500	-
001	9	1952-9445-STONW	Purcahsed Services		47,500		47,500
001	6	1960-6910	Contribution from Capital Project Fund		47,500		47,500
380	6	0000-6921-UNAL	Unallocated Funds Cont'b from CRF	99,500	47,500		147,000
380	9	0000-9704	Contribution to the General Fund	-	47,500		47,500

**Budget Officer**

Approved  
 Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**County Manager**

Approved  
 Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Board of Commissioners**

Approved  
 Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Infrastructure and Asset Management - Budget Amendment to Fund Design

### **BRIEF SUMMARY:**

In order to proceed with design of the Emergency Equipment Warehouse (EEWH) and Information Technology Services (ITS) a budget amendment is needed in the capital project fund.

### **REQUESTED ACTION:**

Motion to adopt the budget amendment and approve project ordinance.

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

5 Minutes

### **SUBMITTED BY:**

Wendi Heglar, Finance Director  
Kyle Bilafer, Area Manager of Operations

### **BUDGET AMENDMENT REQUIRED:**

Yes

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

---

### **ATTACHMENTS:**

- ▣ Budget Amendment
- ▣ Ordinance

**Budget Revision/Amendment Request**

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department       Transfer Between Departments/Funds       Supplemental Request

**This budget amendment moves funds from an Available account Fund 100 into the BUILD project in Fund 380, as well as moving funds between projects in the 380 fund.**

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
100	6	0000-6902-AVAIL	Contribution from General Fund	5,826,763.00		450,000.00	5,376,763.00
100	9	0000-9830-AVAIL	Other Improvements	14,054,471.86		450,000.00	13,604,471.86
380	6	1950-6902-BUILD	Contribution from General Fund	-	450,000.00		450,000.00
380	9	1950-9830-BUILD	Other Improvements	1,635,000.00	450,000.00		2,085,000.00
			Move funds from the GF to the 380 Build Proj				
380	6	1110-6910	Contribution from Capital Projects Fund	2,577,722.00		36,221.00	2,541,501.00
380	9	1110-9607-RPAIR	Architects	190,521.00		36,221.00	154,300.00
380	6	1950-6910-BUILD	Contribution from Capital Projects Fund	-	36,221.00		36,221.00
380	9	1950-9830-BUILD	Other Improvements	1,635,000.00	36,221.00		1,671,221.00
			Move funds between RPAIR and BUILD				
380	6	1110-6910	Contribution from Capital Projects Fund	2,541,501.00		357,647.54	2,183,853.46
380	9	1110-9830-RPAIR	Other Improvements	1,572,014.06		357,647.54	1,214,366.52
380	6	1950-6910-BUILD	Contribution from Capital Projects Fund	4,768,787.32	157,647.54		4,926,434.86
380	9	1950-9830-BUILD	Other Improvements	1,635,000.00	157,647.54		1,792,647.54
380	6	8140-6910	Contribution from Capital Projects Fund	1,932,937.00	200,000.00		2,132,937.00
380	9	8140-9820-BARN	Construction	4,064,424.00	200,000.00		4,264,424.00

**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	14,808,029
Contribution from Capital Reserve Fund	3,657,664
Contribution from Internal Service Fund	1,065,425
<b>TOTAL REVENUES</b>	<b>\$171,267,435</b>

- C. The following appropriations are made as listed.

Courthouse Site Enabling Construction & Renovation	\$ 134,859,518
Governmental Center Skylight & Roof Replacement	2,220,074
Contribution to Capital Reserve (Reimb for Skylight Project)	2,085,000
Artificial Turf Fields	4,401,748
Frank Liske Barn Replacement	4,765,426
Legal / Closing Expenses	952,508
Governmental Center Parking Deck Sealing	350,000
Operations Center Renovations	5,526,434
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
<b>TOTAL EXPENDITURES</b>	<b>\$171,267,435</b>

<b>GRAND TOTAL – REVENUES</b>	<b>\$171,267,435</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$171,267,435</b>

## Section II.

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

## Section III.

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

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

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

Adopted this 15<sup>th</sup> day of March, 2021.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Planning and Development - Lease Agreement for St. Stephens Park Property for Cultivation

### **BRIEF SUMMARY:**

A Request for Proposal to farm part of the St Stephens Park property was circulated by staff and advertised on the county website. Staff received five proposals which were evaluated by the Soil and Water Conservation District Board to provide a recommendation to the Board of Commissioners. The evaluation of the proposals included items such as best practices, adherence to conservation plans on current properties and what is proposed to be planted on the property. Staff will present the selected proposal at the agenda session as the deadline for agenda submissions is occurring prior to the Soil and Water Board meeting. Staff is requesting to suspend the rules to approve the proposal so that the cultivator does not miss the growing season.

### **REQUESTED ACTION:**

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

Motion to approve the Lease Agreement between Cabarrus County and Barrier Farms for the lease agreement. Authorize the County Manager to execute the agreement on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

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

5 Minutes

### **SUBMITTED BY:**

Kelly Sifford, AICP  
Planning and Development Director

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- ▣ RFP for St Stephens

## REQUEST FOR PROPOSALS

### LEASE OF REAL PROPERTY FOR AGRICULTURAL FARMING

January 13, 2021

#### I. OVERVIEW

REAL PROPERTY: 609+- Acre parcel on St Stephens Church Road (Cabarrus County PIN 5682-81-6183) in northeast Cabarrus County of which Cabarrus County intends to lease approximately 138.5 acres for agricultural use to a qualified applicant.

PURPOSE: Cabarrus County Planning and Development is seeking proposals from qualified persons and/or firms to lease the property for Agricultural Farming.

SPECIFICATIONS: Estimated land area that is to be considered for the lease is 138.5 +- Acres

BACKGROUND: The property has been used for Agricultural Farming in the past but has not been cultivated in the past year.

LEASE TERM: The County will entertain a five year lease to begin in April 2021 and a five year renewal if both parties are in agreement.

#### II. FUTURE USE

Cabarrus County will be developing much of the parcel as a passive park in the next few years. Cabarrus County wishes to continue the agricultural cultivation of the approximately 138.5 acres for the next 5 years and possibly up to 10 years. Therefore, Cabarrus County is requesting that qualified persons/companies submit proposals to state their intended plans for cultivation of this land. Section III. A defines qualified applicants for the purposes of this proposal.

#### III. PROPOSAL REQUIREMENTS

##### A. RESPONDENT QUALIFICATIONS

- i. Experience- Qualified responders will have experience in the growing of agricultural crops and the use of Soil and Water best management practices. Please provide years of experience using sustainable agriculture methods and adherence to any conservation plans. Compliance with any requirements of any grant and/or assistance programs that applicants may have participated in the past with Cabarrus County will be part of the proposal evaluation.
- ii. Insurability –Qualified responders shall have a minimum of the insurance requirements listed below:
  1. Workers' Compensation : \$100,000 bodily injury per each accident,  
\$100,000 bodily injury per disease per employee, \$500,000 bodily injury per disease policy limit
  2. General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate
  3. Automobile Liability: \$1,000,000 per occurrence
  4. Umbrella: \$1,000,000 per occurrence/\$2,000,000 aggregate

5. The following statement will be added to COI's prior to execution of a lease. "Cabarrus County, its agents, officers and employees are additional insured with respect to general liability per the written contract."

iii. Responder can have no outstanding debts or claims against the county at the time of execution of any agreement.

**IV. SUBMITTAL OF PROPOSAL:**

Each respondent must submit with their proposal the items listed below:

- A. The proposal may be submitted as a hard copy or electronic copy. Responses should be labeled: RFP Response for St Stephens Road property on the outside.
- B. All proposals should be received and date stamped in the location described below no later than **Monday, February 8<sup>th</sup>, 2021 at 3 pm EST.** Any proposal received after that time will not be considered and will be returned unopened to the respondent.
- C. Location for submissions:

By US Mail:

Cabarrus County  
Attn: Kelly Sifford  
Planning and Development Department  
P.O Box 707  
Concord, NC 28026

Or hand delivered to:

Cabarrus County Governmental Center  
Cabarrus County Planning and Development (2<sup>nd</sup> floor)  
65 Church St SE  
Concord, NC 28025

Electronic copies should be submitted to: [kfsifford@cabarruscounty.us](mailto:kfsifford@cabarruscounty.us)

**Questions should be directed to Kelly Sifford, Planning and Development Director 704-920-2142 or [kfsifford@cabarruscounty.us](mailto:kfsifford@cabarruscounty.us).**

**D. CONTENTS OF PROPOSAL:**

- I. Evidence of insurability at limit described above and a copy of your current insurance policy. (Cabarrus County will need to be added as an additional insured in the event that the applicant is selected.);
- II. A description of the proposed use of the property;
- III. A description of the applicant's agricultural experience;
- IV. Types of improvements if needed and a targeted timeline for needed improvements to be made to the property by the responder at their expense;

- V. A list of experience with conservation plans, environmental stewardship soil and water conservation, and/or any state funded best management practice methods for at least the past five years if you have that experience;
- VI. Proposed terms for the lease including rent offered;
- VII. Evidence of necessary funding for plan;

**V. REVIEW AND SELECTION:**

The County will evaluate the proposals based on several criteria, including the lease rate offered for the real property and the compatibility of the proposed usage with the restrictions of the property described and the best interest of the county. The respondents will be notified by mail of any decisions. The County reserves the right to reject any and all proposals and to select the proposal that it deems is in the best interest of the County, even if that is not the highest proposed lease rate. Proposals will be evaluated with preference given to submissions that have experience in sustainable farming practices. The selections will be reviewed by the Cabarrus County Soil and Water Board and recommendations made to the Cabarrus County Board of Commissioners for a final decision. The final decision is at the sole discretion of the Cabarrus County Board of Commissioners.

Only responsive and responsible proposals will be considered. Proposals that attempt to change or do not meet the requirements in the Request for Proposals may be rejected as being non-responsive. Each proposal shall be considered a valid offer until the County notifies applicants that it has selected a proposal.

If a proposal is selected, the County will notify the selected participant and will prepare a lease setting forth terms of lease consistent with the terms in this Request for Proposals and the participant's proposal. After the processing of a Board approved lease, the County will notify the selected party when the lease has been executed.

**Additional information and Requirements**

Once selected the participant will be provided with a conservation plan that will need to be adhered to and will be monitored at least annually. Soil test on the agriculture fields will be required every 3 years. Appropriate soil amendments should follow the agronomic soil test results. The property may not be sublet for the purposes of hunting and/or hunting rights.

Attached is a map showing a rough estimate of the area to be cultivated and the property in its entirety. The large property outlined in red is the larger property and the yellow outlined areas are the general areas to be cultivated.



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Recycling / Waste Reduction - Roll Off Truck Purchase

**BRIEF SUMMARY:**

The Recycling / Waste Reduction Department is requesting approval to purchase a 2022 Mack Roll Off Truck. The roll off truck would be purchased under NC DOT Statewide Term Contract 070E - 35,000 & 50,000 - 70,000 GVWR Cab and Chassis Trucks.

**REQUESTED ACTION:**

Motion to authorize the purchase of one (1) roll off truck with hoist and tarp from Transource, Inc. utilizing the above mentioned contract; and approve the budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Kevin Grant, Environmental Management Director

**BUDGET AMENDMENT REQUIRED:**

Yes

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

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**ATTACHMENTS:**

- ▣ Transource Roll Off Truck Quote
- ▣ Transource Mack Roll Off Truck Specifications
- ▣ Statewide Term Contract 070E
- ▣ Budget Amendment

2/25/21  
Cabarrus County  
4441 Irish Potato Rd  
Concord NC 28025

---

Transource is pleased to offer Cabarrus County the following from State contract 070E.  
On the following truck at \$163,500.00 and price includes all extended warranty. Delivery  
On this truck is around 120 days.

**2022 Mack Rolloff Truck**

415HP MP 8 Engine  
Mdrive Mack heavy duty Automatic Transmission  
Engine Brake  
Double Frame  
18,000 Front Axle  
44K Rears  
SS44, Camelback Suspension  
Stainless Bumper  
11R22.5 Tires and Steel Wheel  
273'' Wheelbase  
Galbreath 60,000lb outside rail hoist  
Pioneer rack and pinion tarp  
5year 250,000 mile engine and aftertreatment warranty Included

No Taxes Included

\*See full spec sheet attached\*

Thank you for this opportunity to serve the County Of Cabarrus.

Transource Inc.  
Jeremy Almond  
8700 Triad Drive  
Greensboro, NC 27235  
704-985-0578

Regards,  
Jeremy Almond

DATE

2/25/2021

QUOTE INFORMATION

BLAN2021000148C551

GRANITE 64FR MACK SPEC

Qty: 1

---

PREPARED BY

TRANSOURCE INC

8700 TRIAD DR

COLFAX

NC 272359440

---

PREPARED FOR

CABARRUS COUNTY BD OF  
EDUC

4401 OLD AIRPORT RD

CONCORD

NC 28025-7188

# PROPOSAL





**MACK**



DATE

2/25/2021

QUOTE INFORMATION

BLAN2021000148C551

GRANITE 64FR MACK SPEC

Qty: 1

PREPARED BY

TRANSOURCE INC

8700 TRIAD DR

COLFAX

NC 272359440

PREPARED FOR

CABARRUS COUNTY BD OF

EDUC

4401 OLD AIRPORT RD

CONCORD

NC 28025-7188

Thank you for giving us this opportunity to provide a quote.

This proposal contains the complete specification and performance details of the Mack model configured for your application. Every proposed spec from Mack is prepared with lowest total cost of ownership and highest return on investment as the key objectives for our customers.

This reflects Mack's focus on application excellence to deliver uptime and fuel economy, reduced maintenance, driver satisfaction, productivity and high resale value. The enclosed spec and recommendations have been carefully designed to meet all these objectives.

Beyond the technical specifications contained in this proposal, it's important to remember that each Mack truck is backed by Mack Connect, the industry's leading uptime and productivity solution, plus a coast-to-coast network of dealer service locations. I think that after reviewing this proposal you will realize why Mack is "The American Truck You Can Count On."

I look forward to meeting with you and to discuss any questions you might have regarding this proposal.

Yours sincerely

**JEREMY ALMOND**  
TRANSOURCE INC




# TECHNICAL SPECIFICATION

## GRANITE 64FR MACK SPEC

APPLICATION PACKAGES	DESCRIPTION
<b>GRANITE AF CONFIG. PKG.</b>	PK7 1745: CTO; RH BB, 25L DEF, LH SINGLE SLEEVED FUEL TANK, INBOARD AIR

CUSTOMER/VEHICLE INFO	DESCRIPTION
<b>S CHASSIS (BASE MODEL)</b>	GRANITE 64FR MACKSPEC
<b>S ASSEMBLY PLANT</b>	Made in Macungie, PA USA
<b>S PRODUCTION ORDER PLANNING (CA)</b>	PRODUCTION ORDER PLANNING, SHORT TO MEDIUM LEAD TIME
<b>CUSTOMER FLEET SIZE</b>	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
<b>S TYPE OF SERVICE</b>	COMMERCIAL
<b>S WARRANTY REGISTRATION LOCATION</b>	US - WARRANTY REGISTRATION LOCATION
<b>S INITIAL REGISTRATION LOCATION</b>	ALL 50 STATES, CARB ENGINE EMISSION (US17 / US21 / ZERO EMISSION)
<b>S LANGUAGE-PUBS/DECAL/SIGNS</b>	ENGLISH
<b>S ROAD CONDITION</b>	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE
<b>VEHICLE USE &amp; BODY/TRAILER TYPE</b>	ROLL-OFF TRUCK
<b>TRAILER TYPE</b>	WITHOUT TRAILER TYPE
<b>S GROSS COMBINATION WEIGHT</b>	TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED
<b>S BRAKE REGULATION</b>	BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)
<b>TOPOGRAPHY</b>	GRADES <3% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 8%
<b>S AMBIENT TEMP UPPER LIMIT (GTA)</b>	AMBIENT TEMPERATURE HOT. WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR
<b>S TERRAIN GRADE</b>	ON-OFF HIGHWAY, STARTING GRADES<18%
<b>LOADING SURFACE</b>	GRAVEL LOADING AND / OR UNLOADING SURFACE
<b>S VEHICLE VOCATION</b>	CONSTRUCTION SERVICE

ENGINE/TRANSMISSIONS	DESCRIPTION
<b>ENGINE PACKAGE, COMBUSTION</b>	MP8-415C MACK 415HP @ 1400-1700 RPM (PEAK) 1950 RPM (GOV) 1660 LB-FT, US'21
<b>TRANSMISSION</b>	MACK TMD12AFO-HD mDRIVE HD 12 SP-(OVERDRIVE)
<b>S GEARBOX 12TH GEAR LOCK-OUT</b>	WITHOUT 12TH GEARBOX GEAR LOCK-OUT

EXHAUST/EMISSIONS		DESCRIPTION
S	CARB 2008 IDLE REGULATION	IDLE EMISSION CERTIFICATION, CARB (WITH DECAL LOCATED ON LOWER LH CORNER / DRIVER DOOR)
S	DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21
	CHASSIS MOUNTED EMISSIONS FINISH	W/O DEF COVER & STAINLESS STEEL DPF COVER
S	DEF TANK	6.6 GALLON (25 L) 22" LEFT SIDE FUEL TANK MTD
	EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END
	EXHAUST STACK HEIGHT	9' 6" FROM GROUND
	EXHAUST SYSTEM MATERIAL FINISH	SINGLE, BRIGHT FINISH HEAT SHIELD, STACK AND SCR COVER (IF EQUIPPED)
	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2021

ENGINE EQUIPMENT		DESCRIPTION
	AIR CLEANER	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR INTAKE FROM BOTH SIDES OF HOOD&DASH MTD AIR RESTRICTION IND
S	BUG SCREEN	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER
S	AIR COMPRESSOR/DRYER	WABCO AIR DR SS-HP AIR DRYER W/ WABCO 318 (18.7 CFM) AIR COMPRESSOR
S	ALTERNATOR	DELCO 12V 130A (24SI) BRUSH-TYPE
S	BATTERIES	(3) MACK 12V 650/1950 CCA THREADED STUD TYPE
	BATTERY BOX - MOUNTING	RH RAIL BEHIND SCR
	BATTERY BOX COVER	POLISHED ALUMINUM
	BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE
	STARTER MOTOR	12 VOLT MELCO STARTER (MITSUBISHI ELECTRIC)
	ENGINE BRAKE	MACK MP8 POWERLEASH
S	ENGINE BRAKE LIGHTING (CA)	VEHICLE AND TRAILER (IF APPLICABLE) STOP LAMPS ACTIVATE UPON SERVICE BRAKE APPLICATION ONLY(3899000)
S	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE
	COOLANT PROTECTION	ETHYLENE GLYCOL EXTENDED LIFE COOLANT (50/50 MIX DYED RED) TO -34DEG, W/ LONG LIFE FILTER
	RADIATOR TYPE	RADIATOR, CORE AREA W/O FEPTO 1345sq in (86sq dm), CORE AREA W/ FEPTO 1296sq in (83sq dm)
	HOSES - RADIATOR/HEATER	SILICONE HOSES, SPRING CLAMPS ON RADIATOR & HEATER, 1/4 TURN BALL VALVE HEATER HOSE
S	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE W/ HOT RECIRCULATION (INTEGRAL W/ PRIMARY FUEL FILTER)
	ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)
S	OIL PAN	OIL PAN

CLUTCH/TRANS EQUIPMENT		DESCRIPTION
S	GEAR SHIFTER	MACK mDRIVE-PREMIUM SHIFTER
S	CLUTCH	ZF/SACHS SINGLE PLATE 17" (430MM) ORGANIC MATERIAL
S	CLUTCH ACTUATION SYSTEM & PEDAL PAD	WITHOUT CLUTCH CABLE SYSTEM
	DRIVELINE - MAIN	MERITOR RPL25HD W/PERMALUBE U-JOINTS (PROPS-L)
	DRIVELINE - INTERAXLE	MERITOR RPL20 W/PERMALUBE
	PROPELLR SHAFT MAIN, UNVSL JNT	UNIVERSAL JOINT HALF-ROUND TYPE
S	PROP SHAFT INTERAXL UNIV JOINT	HALF-ROUND UNIVERSAL JOINT
S	TRANSMISSION OUTPUT TORQUE	TRANSMISSION OUTPUT TORQUE BASIC
S	BELL HOUSING	ALUMINUM
S	LUBRICANTS, TRANSMISSION	75W - 90 (SYNTHETIC LUBRICANT)
S	TRANSMISSION OIL COOLER	MACK mDRIVE TRANSMISSION OIL COOLER MOUNTED LH SIDE OIL TO WATER COOLER
	HILL START ASSIST	GRADE GRIPPER

FRONT AXLE EQUIPMENT		DESCRIPTION
S	FRONT AXLE	18000# (8200 KG) MACK FXL18 (WIDE PIVOT CENTER) STRAIGHT SPINDLE/UNITIZED BEARINGS
S	SPRINGS - FRONT	MACK TAPERLEAF 18000# (8200 KG) GROUND LOAD RATING, EQUAL BIAS
S	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 6" Q+
S	BRAKE, FRONT	CAST IRON
	FRONT AXLE BRAKE DUST SHIELD	DUST SHIELDS FOR FRONT AXLE
	FRONT BRAKE ADJ. MANUFACTURE	MERITOR - AUTOMATIC
S	FRONT BRAKE CHAMBER MFG.	FRONT BRAKE CHAMBER MANUFACTURER, MGM
S	HUB MATERIAL, FRONT	FERROUS
S	SHOCK ABSORBER, FRONT	DOUBLE ACTING TYPE
S	STEERING	SHEPPARD SD110

REAR AXLE EQUIPMENT		DESCRIPTION
	REAR AXLES - TANDEM	44000# (20000kg) MACK S440 FABRICATED STEEL HOUSING
S	CARRIER - REAR AXLE	CRDP150/151 AVAILABLE WITH OPTIONAL DRIVER CONTROLLED INTERWHEEL DIFFERENTIAL LOCKS, SEE 254 SYMBOL
	REAR AXLE RATIO	3.79 RATIO
	REAR SUSPENSION - TANDEM	SS440 MACK MULTILEAF (CAMELBACK) 44000# - EXTRA THICK SPRING THICKNESS
S	REAR SUSP. BEAM BUSHINGS	BRONZE
S	BOGIE SPREAD, REAR	50" AXLE SPACING (BOGIE WHEELBASE)
	REAR SPRING INSULATOR MAT'L	URETHANE SHOCK INSULATORS, HEAVY DUTY, HIGHLY RECOMMENDED W/SS582 & SS652 REAR SUSP
S	TRANSVERSE TORQUE RODS, R SUSP	TRANSVERSE TORQUE ROD (REAR AXLE ONLY)
S	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+ (Total for QTY = 2)
S	BRAKE, DRIVE, REAR	CAST IRON
	REAR BRAKE ADJ MANUFACTURE	MERITOR - AUTOMATIC (Total for QTY = 2)
	DRIVE AXLE BRAKE DUST SHIELD	DUST SHIELDS FOR REAR AXLE
	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE
S	REAR BRAKE CHAMBER	MGM TR3030LP3THD BRAKE CHAMBERS (Total for QTY = 2)
S	HUB MATERIAL, DRIVE	IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT
S	POWER DIVIDER LOCKOUT	POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT
S	LUBRICANTS, REAR AXLE(s)	FACTORY OPTION LUBE - REAR AXLE
S	ANTILOCK BRAKE SYSTEM	BENDIX WITH TRACTION CONTROL 4S4M
S	BRAKE VALVE VERSION	BENDIX SWITCHES AND VALVES WHERE POSSIBLE

FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION
	WHEELBASE	273"
	AF (OVERHANG)	115"
	FRAME RAILS & LINERS	9.5 x 90 x 300mm - (0.37" x 3.54" x 11.81")W/ Full Liner; RBM 3,580,000 LB-IN
S	FRONT FRAME EXT. (BOLTED ON)	6" BOLT ON FRAME EXTENSION
S	FRONT FRAME LENGTH	FRONT FRAME LENGTH 725MM
S	CROSSMEMBERS	BOC AND INTERMEDIATE(S) STEEL HD BACK-TO-BACK CHANNEL
	AUX CROSSM. IN REAR OVERHANG	STEEL SINGLE CHANNEL (1)
S	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER
	FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL BRIGHT FINISH
	CAB GUARD, FRONT	PLATE TYPE BRIGHT FINISH
S	TOWING DEVICE, FRONT	HOOKS

FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION
S	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK
	FUEL TANK - LH	111 GALLON (420 L) 22" ALUMINUM, SLEEVED D-SHAPED
S	FUEL TANK - RH	W/O RH FUEL TANK
S	FUEL FILLER NECK OPTIONS	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP
	FUEL LINE OPTIONS, LIQUID	W/O FUEL LINE OPTION
S	CAB INSTEP VERSION	STANDARD 2 STEP CAB ACCESS
	STEPS (BRIGHT) - FUEL TANK	STANDARD FINISH STEPS AND BRIGHT FINISH STRAPS

AIR/BRAKE		DESCRIPTION
	AIRTANK DRAIN VALVE	MANUAL DRAIN VALVES, WITH LANYARDS ON ALL TANKS
	AIRTANK MATERIAL	ALUMINUM, POLISHED
	RELOCATE AIR RESERVOIRS	UNDER BATTERY BOX, REMAINING BETWEEN FRAME RAILS
S	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM

ELECTRICAL		DESCRIPTION
	BACK-UP ALARM	ECCO BACK-UP ALARM 575 CONSTANT SOUND LEVEL 107 dB
	DASH MOUNTED SWITCHES	TWO (2) EXTRA DASH MOUNTED ILLUMINATED SWITCHES
S	ROOF & SIDE MARKER LIGHTS	(5) TRUCKLITE CHROME BULLET ROOF MARKER & STANDARD MARKER / DIRECTIONAL SIGNAL
S	DAYTIME RUNNING LIGHTS	W/OVERRIDE SWITCH, PARK BRAKE & ENGINE RUNNING ACTIVATED
S	DRL OVERRIDE SPEED THRESHOLD	DRL OVERRIDE SPEED THRESHOLD 8 KMPH (5 MPH)
S	TAIL LAMPS	INCANDESCENT TAIL LAMPS

TRAILER CONNECTIONS		DESCRIPTION
	TRAILER BRAKE VALVE	HAND CONTROL VALVE FOR TRAILER BRAKES W/ AIR CONNECTIONS OR SERVICE BRAKES W/O AIR CONNECTIONS

PTO		DESCRIPTION
	PTO - REAR MOUNTED	PTO PUMP PROVISIONS FOR DIN 5462 W/DASH MTD SWITCH.
	HYDRAULIC PUMP	F1-101R PARKER PUMP/REAR OF mDRIVE TRANSMISSION
S	PTO TRANS NEUTRAL CONTRL CHECK	W/O NEUTRAL CONTROL
S	BODY BUILDER INTERFACE	BODY LINK III W/CAB PASS-THRU

SPECIALTY EQUIPMENT		DESCRIPTION
S	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM
S	DATA CAPTURE	WITHOUT DATA CAPTURE
S	CAMERA, SURVEILLANCE	WITHOUT CAMERA

CAB INTERIOR (A THRU G)		DESCRIPTION
S	GAUGES - UNIT OF MEASURE	U.S. UNITS (PREDOMINANT)
	GUAGE - PACKAGE, SECONDARY	2ND GA PKG W/ENG OIL TEMP, TRANS OIL TEMP, PYRO, AIR RESTRICT
	GAUGE - REAR AXLE OIL TEMP	REAR AXLE OIL TEMP GAUGE IN DID (DRIVER INFORMATION DISPLAY)
	AUXILIARY PNEUMATIC OUTLET CAB	AUX. INCAB PNEUMATIC LINE CLEANOUT
S	AIR CONDITIONING/HEATER	BLEND AIR HVAC W/"ATC" TEMP REGULATION
	DOME LAMP, INTERIOR	RED FLOOR LIGHTING W/SWITCH PLUS (4) DOOR LAMPS W/SWITCHES

CAB INTERIOR (A THRU G)		DESCRIPTION
S	DASH INDICATOR - LAMP BODY OUT OF POS	DASH MTD, INDICATOR BODY/HOIST UP "BODYBUILDER LAMP"
	FIRE EXTINGUISHER	5LB (ABC RATED/AMEREX) MOUNTED BETWEEN LH SEAT BASE AND DOOR WITH VALVE AIMED REARWARD
S	CARBON MONOXIDE DETECTION SYS	WITHOUT CARBON MONOXIDE DETECTION SYSTEM
S	FLOOR COVERING	POLYURETHANE FLOOR MAT WITHOUT REMOVABLE INSERTS

CAB INTERIOR (H THRU R)		DESCRIPTION
S	INSTMNT CLUSTER LANGUAGE	DEFAULT: ENGLISH, SPANISH, FRENCH
S	KEY TYPES FOR DOORS	ALL CHASSIS KEYED AT RANDOM
S	DOOR OPENING OPTIONS	W/O ELECTRONIC KEYLESS ENTRY
S	FORWARD OVERHEAD STORAGE	(2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS
S	AUDIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH
S	ANTENNA - RADIO	RADIO ANTENNA, CAB MOUNTED BEHIND LH DOOR
	ANTENNA - CB RADIO	48" ANTENNA LEFT SIDE MIRROR MOUNTED
S	POWER LEADS	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE
S	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL
S	COM.RADIO PREP KIT (CB)	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE
S	AUXILIARY REAR WINDOW	REAR WINDOW (FIXED TYPE)
S	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR
	REFLECTOR KIT	EMERGENCY REFLECTOR KIT MOUNTED PARALLEL & CENTERED AGAINST BOC

CAB INTERIOR (S THRU Z)		DESCRIPTION
	INTERIOR TRIM LEVELS	STANDARD PACKAGE, SIERRA TAN (Package 11B)
S	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 1 CHAMBER AIR LUMBAR
	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - SIERRA TAN VINYL
	SEAT - PASSENGER'S	MACK-FIXED, HIGH BACK, W/ STORAGE BOX
	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - SIERRA TAN VINYL
	SEAT ARMREST	INBOARD MOUNTED ARM REST, DRIVER'S SEAT ONLY
S	SEAT BELT(S)	LAP & SHOULDER (BOTH SEATS) CAB MOUNTED SHOULDER BELT ADJUSTMENT (NOT AVAIL W/EXTENDED RIDER SEAT)
S	IGNITION TYPE	KEY TYPE
	STEERING WHEEL	2 SPOKE URETHANE GRIP, SATIN ALUMINUM SPOKES, WITH SWITCHES
S	WINDSHIELD TYPE	TWO PIECE WINDSHIELD
S	CAB GLASS	TINTED WINDSHIELD & SIDE WINDOWS & REAR WINDOW (IF EQUIPPED)
S	WASHER RESERVOIR POSITION	W/O WINDSHIELD WASHER OPTION
S	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE

CAB EXTERIOR		DESCRIPTION
	AIR INTAKE GRILL / HOOD LATCH - FINISH	BRIGHT AIR INTAKE WITH BRIGHT HOOD LATCHES
	GRILLE	BRIGHT FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED
S	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR
	GRAB HANDLES	BF EXTERIOR CAB GRAB HANDLES, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST
	HORN - AIR	(2) MACK RECTANGULAR SINGLE TRUMPET (ONE EACH SIDE OF CAB ROOF)
S	HORN - ELECTRICAL	SINGLE TONE

CAB EXTERIOR		DESCRIPTION
	MIRRORS - EXTERIOR	BULLDOG STYLIZED MIRRORS - LH & RH HEATED & MOTORIZED AND ILLUMINATED W/INTEGRAL CONVEX MIRROR
	SUN VISOR - EXTERIOR	SUN VISOR, EXTERIOR, FIBERGLASS (PAINTED)

AERODYNAMIC DEVICES		DESCRIPTION
S	FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS

WHEELS & TIRES		DESCRIPTION
	TIRES BRAND/TYPE - FRONT	315/80R22.5 L BRIDGESTONE M870 (20000 lbs) (Total for QTY = 2)
S	GHG STEER TIRE CATEGORY (PAWS)	LOW ROLLING RESISTANCE, BETTER FUEL ECONOMY
	WHEELS - FRONT	22.5x9.00 ALCOA 89U64x CLEAN BUFFED ALUMINUM, 6.94" OFFSET, 10 HAND HOLE (Total for QTY = 2)
	TIRES BRAND/TYPE - REAR	315/80R22.5 L BRIDGESTONE M870 (36360 lbs) (ALL POSITION) (Total for QTY = 8)
S	GHG DRIVE TIRE CATEGORY (PAWS)	ADVANCED LOW ROLLING RESISTANCE, BEST FUEL ECONOMY
	WHEELS - REAR	22.5x9.00 ACCURIDE WHITE POWDER COAT STEEL, 7.00" OFFSET, 5 HAND HOLE (Total for QTY = 8)
S	DRIVE WHEEL STUDS	DRIVE WHEEL STUDS LONGER LENGTH
S	FRONT HUB/WHEEL TRIM	WITHOUT FRONT HUB/WHEEL TRIM
S	REAR HUB/WHEEL TRIM	WITHOUT REAR HUB/WHEEL TRIM (Total for QTY = 2)
	AUXILIARY HUB/WHEEL TRIM	WITHOUT AUXILIARY HUB/WHEEL TRIM

COMMUNICATION SYSTEMS		DESCRIPTION
	CO-PILOT - DISPLAY FEATURES ACCESS LEVEL	CO-PILOT DISPLAY, FULL DRIVER ACCESS
S	TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES

ENGINE ELECTRONICS		DESCRIPTION
S	OIL PRESSURE, ENGINE SHUTDOWN	OIL PRESSURE, ENGINE SHUTDOWN
S	COOLANT TEMP, ENGINE SHUTDOWN	COOLANT TEMP, ENGINE SHUTDOWN
S	ENGINE PROTECTION SYSTEM	ENGINE PROTECTION (SHUTDOWN)
S	ENGINE IDLE CONTROL	IDLE CONTROL, 650 RPM
S	SMART IDLE ELEVATED IDLE RPM TIME	INCREASE 10 MINUTE MAXIMUM TIME
S	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME
S	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY
S	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY
S	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE
S	IDLE S/D OVERRIDE %ENGINE LOAD	IDLE SHUTDOWN OVERRIDE UPTO 20% ENGINE LOAD THRESHOLD
S	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)
S	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)
S	EL HD THROTTLE,MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KM/H (10 MPH)
	EL HAND THROTTLE,MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM
S	EL HAND THROTTLE,MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM
S	EL HD THROTTLE,SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC
	EHT HOLD TO NEAREST RPM	ELECTRONIC HAND THROTTLE HOLD TO NEAREST 50RPM
	EHT ACCEL BUMP-UP RPM	ELECTRONIC HAND THROTTLE ACCEL "BUMP-UP" 50RPM
	EHT DECEL BUMP-DOWN RPM	ELECTRONIC HAND THROTTLE DECEL "BUMP-DOWN" 50RPM

TRANSMISSION ELECTRONICS		DESCRIPTION
	TRANSMISSION DRIVE MODE PACKAGES, mDRIVE	mDRIVE- ENHANCED CONSTRUCTION - ECON, PERF, & PERF+ DRIVE MODES, AUTO RETURN (premium)
S	TRANSMISSION KICK-DOWN MODE	MACKCELLERATOR ENABLE
	TRANSMISSION PROTECTION	TRANS. PROTECTION, ENGINE SHUT DOWN (HIGH TEMP.)
S	TRANSMISSION ELECTRONICS PACKAGE	W/O ELEC TRANS PACKAGE OPTION (all non-Allison transmissions)
	TRANSM AUTO NEUTRAL ON P-BRAKE	mDRIVE TRANSMISSION PARK BRAKE AUTO NEUTRAL
S	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	W/O ALLISON FUELSENSE 2.0 PROGRAMMING

VEHICLE ELECTRONICS		DESCRIPTION
S	CRUISE CONTROL	CRUISE CONTROL
S	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)
S	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)
S	CRUISE RESUME WITH CLUTCH	CRUISE RESUME WITH CLUTCH
S	ENG BRK ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED
	PEDAL RSL SETTING	105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)
S	ROAD SPEED LIMITER SETTING	105 KM/H ROAD SPEED LIMITER(65 MPH)
	PDLO ENGAGE VLS FEATURE	ENABLE POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT
	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 40KMH (25MPH)
S	DETECTION SPEED SENSR TMRNG	DETECTION OF SPEED SENSOR TAMPERING, ENABLE
S	ENG TORQUE LIMIT,SPEED SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED
S	DRIVER ID FUNCTION	DRIVER ID FUNCTION, DISABLED
S	DR PERFORMANCE PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS
S	ENGINE OVERSPEED,ALL COND, LOG	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM
S	ENGINE OVERSPEED,FUELED, LOG	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM
S	VEHICLE OVERSPEED,ALL COND,LOG	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)
S	VEHICLE OVERSPEED, FUELED, LOG	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)
S	ENGINE IDLE DELAY TO LOG	ENGINE IDLE DELAY TO START LOG, 2 MIN
S	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH

PTO ELECTRONICS		DESCRIPTION
S	TRANS PTO1 SPLITTER RANGE	PTO1 FOR SPLITTER RANGE - KEYPAD REMOTE CONTROLLED
S	TRANS PTO2 SPLITTER RANGE	PTO2 FOR SPLITTER RANGE - KEYPAD REMOTE CONTROLLED
S	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM
S	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC
S	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM
S	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM
	PTO1 HOLD TO NEAREST RPM	PTO1 HOLD TO NEAREST 50RPM
	PTO1 ACCEL BUMP-UP RPM	PTO1 ACCEL "BUMP-UP" 50RPM
	PTO1 DECEL BUMP-DOWN RPM	PTO1 DECEL "BUMP-DOWN" 50RPM
S	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM
S	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC
S	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM

PTO ELECTRONICS		DESCRIPTION
S	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM
	PTO2 HOLD TO NEAREST RPM	PTO2 HOLD TO NEAREST 50RPM
	PTO2 ACCEL BUMP-UP RPM	PTO2 ACCEL "BUMP-UP" 50RPM
	PTO2 DECEL BUMP-DOWN RPM	PTO2 DECEL "BUMP-DOWN" 50RPM

PAINT		DESCRIPTION
S	PAINT DESIGN	SINGLE COLOR
S	PAINT TYPE	SOLID PAINT
S	PAINT COLOR - FIRST COLOR	MACK WHITE; P9188
S	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR
	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR
S	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT
S	CAB COLOR	SAME AS FIRST COLOR - CAB
S	HOOD COLOR	SAME AS FIRST COLOR - HOOD
	SUN VISOR COLOR	SAME AS FIRST COLOR - SUN VISOR
S	ROOF FAIRING COLOR	WITHOUT ROOF FAIRING
S	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE)
	BUMPER	W/O OPTIONAL BUMPER PAINT
S	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT
S	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR
S	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR

CALCULATED CODES - KAX		DESCRIPTION
S	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED

BASE WARRANTY & PURCHASED COVERAGES		DESCRIPTION
S	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION
S	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)
S	ENGINE WARRANTY	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)
S	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)
S	TRANSMISSION WARRANTY	36 MONTHS: STANDARD mDRIVE HD TRANSMISSIONS HEAVY DUTY WARRANTY
S	CARRIER & AXLE HOUSING WARRANTY	STANDARD MACK HEAVY DUTY COVERAGE 60 MONTHS / 500,000 (804,672 KM)
S	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE
S	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES
S	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)
S	GUARDDOG CONNECT BUNDLE	24 MONTH - GUARDDOG CONNECT WITH MACK OTA (with ASIST and Mack OneCall))
S	PREPAID API	WITHOUT PREPAID API
S	PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION	W/O PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION COVERAGE

Z - TO BE DISCONTINUED - GOING OBSOLETE		DESCRIPTION
S	PAINTED DISC WHEELS, FRONT	WITHOUT PAINT

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Z - TO BE DISCONTINUED - GOING OBSOLETE	DESCRIPTION
<b>S</b> PAINTED DISC WHEELS, REAR	WITHOUT PAINT





# Statewide Term Contract

## 070E – 35,000 & 50,000-70,000 GVWR Cab & Chassis Trucks

<b>Bid Number</b>	201900174
<b>Contract Name</b>	35,000 & 50,000-70,000 GVWR Cab & Chassis Trucks
<b>Effective Dates</b>	July 17, 2019 through July 16, 2022
<b>Awarded Vendors and Contacts</b>	<p><b>35,000 GVWR Cab &amp; Chassis Trucks</b>  <b>Carolina Freightliner of Raleigh</b> – <a href="#">Brian Rashid</a> – (919) 231-2900            Fax – (919) 231-7274</p> <p><b>50,000-70,000 GVWR Cab &amp; Chassis Trucks</b>  <b>TranSource Inc.</b> – <a href="#">Rob Shaw</a> – (919) 782-8785            Fax – (919) 571-1197</p>
<b>Contract Covers</b>	<p>This contract is intended to cover the state’s normal requirements for 35,000 GVWR cab &amp; chassis trucks and 50,000-70,000 GVWR cab &amp; chassis dump trucks.</p> <p>A 50,000-70,000 GVWR cab (conventional single or crew) and chassis straight truck will typically be used by NC DOT and other authorized users of this contract in a variety of construction and maintenance dump truck operations, including snow removal and other similar on/off road applications.</p> <p><a href="#">Items and specifications</a></p>
<b>Mandatory Contract</b>	<p>This is a mandatory Statewide Term Contract for state agencies, departments, institutions, universities and community colleges, unless exempted by North Carolina General Statute. Additionally, non-mandatory entities, including schools and local government, that are allowed by general statute may use this contract.</p>
<b>Special Note</b>	<p>Ordering agencies are strongly encouraged to confirm specifications with the vendor prior to placing an order.</p>
<b>Minimum Order</b>	<p>The minimum order is one (1) unit.</p>
<b>Equipment Demonstration</b>	<p>Training is required upon delivery, and the successful vendor shall provide a qualified representative to provide instruction about proper operation, routine maintenance, safety and service.</p>
<b>Transportation Charges (FOB Destination)</b>	<p>The vendor will deliver, FOB destination, all items within 120 consecutive calendar days after receipt of a purchase order.</p>
<b>Warranty</b>	<p>Each unit is to be warranted bumper to bumper, for a minimum period of one (1) year from date accepted and made ready for operations, regardless of mileage. The warranty shall cover all parts, labor and delivery of parts. In addition, there shall be an extended warranty of one additional year or a total of 150,000 miles on the drive train (engine, transmission and rear axle). There shall be no reduction (prorating) of coverage resulting from age or mileage during the warranty period. In addition, any</p>

	specific provisions in the manufacturer's standard warranty that exceed the above requirement become part of the warranty for this contract. Any periodic inspections, which may be required and performed by the vendor or his representative, shall be without charge to the owner.
<b>Order Placement</b>	Items and implements will be entered as non-catalog items on the requisition, entering 070E in the contract ID field.
<b>Loaded into E-Procurement</b>	No. Catalogs are not loaded in <u>E-Procurement</u> .
<b>E-Procurement Help Desk</b>	(888) 211-7440
<b>Contract Administrator</b>	<u>Bahaa Jizi</u> 919-807-4520
<b>Contract Addenda</b>	10/30/2019: Model Year Price Updates and additional options added 1/7/2020: Contract Administrator Change to Ryan Longmire 2/4/2020: Contract Administrator Change to Bahaa Jizi

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

This budget amendment is to budget restricted fund balance and the expenditure to purchase a roll off truck. The roll off truck was included on CIP project list. The excess white goods fund balance at June 30, 2020 was \$335,724 and will be used for this purchase.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	4620-6901	Fund Balance Appropriated	22,965.64	163,500.00	-	186,465.64
001	9	4620-9863	Motor Vehicles	-	163,500.00	-	163,500.00
				-		-	

**Total** 0.00

**Budget Officer**

**County Manager**

**Board of Commissioners**

Approved

Approved

Approved

Denied

Denied

Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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*Date*

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Sheriff's Office - UV Light Disinfecting System

**BRIEF SUMMARY:**

This system uses Ultra-Violet light to disinfectant small areas and/or individual pieces of equipment. It will greatly reduce instances of illness within the Detention Center that are caused by the transmission of viral and bacterial diseases.

It is effective against Covid-19 and a variety of other infectious diseases and contaminants.

**REQUESTED ACTION:**

Motion to approve sole source purchase from Collier's Medical Equipment Suppliers. and adopt the associated budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Chief Deputy James N. Bailey

**BUDGET AMENDMENT REQUIRED:**

Yes

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

---

**ATTACHMENTS:**

- ▣ Quote
- ▣ Sole Source
- ▣ Product Description Brochure
- ▣ Covid Eradication Certification
- ▣ Budget Amendment



# Cabarrus County Sheriff's Office Detention Center

Sergeant D. B. Anthony  
25 Corban Ave SE  
Concord, NC 28025



**DATE**

01-14-2021

**EXPIRES**

03-31-2021

PRESENTED BY



**ACCOUNT MANAGER:** Allison Baird

**PRINCIPAL:** Brian Krass

**CABARRUS COUNTY DETENTION CENTER -  
2280 UV**

Project: Correctional Facility

Quote#: Q-51797-3

ATTENTION

Cabarrus County Sheriff's Office Detention Center

25 Corban Ave SE

Concord, NC 28025

# CABARRUS COUNTY DETENTION CENTER - 2280 UV

QUOTE Q-51797-3

## PRICING SUMMARY

PRODUCT	QTY	LIST PRICE UNIT	LIST PRICE EXTENDED	QUOTED PRICE UNIT	QUOTED PRICE EXTENDED
UVC Disinfection: 2280 UV Correctional Facility Configuration	1	\$ 104,400.00	\$ 104,400.00	\$ 78,000.00	\$ 78,000.00
<b>Law Enforcement Discount Applied to Proposal.</b>					
<b>A three-year service contract is being provided at a discounted cost with this special bundled offer. The service contract provides an annual preventative maintenance, adjustments, calibration, and parts to maintain the equipment in optimal operating condition and to uphold the extended warranty.</b>					
Subtotal				\$ 78,000.00	
Handling				\$ 585.00	
<b>TOTAL INVESTMENT</b>				<b>\$ 78,585.00</b>	
<b>REQUIRED DEPOSIT</b>					<b>\$ 0</b>

QUOTE  
Q-51797

DATE  
01-14-2021

EXPIRES  
03-31-2021

GPO Correctional Facilities - 1 (9999)  
PAYMENT TERMS Net 30 days from date of invoice, subject to credit approval. Extended dating must be approved by Skytron and noted in this quote  
Shipping and taxes are not included in this quote unless itemized above  
All products are invoiced upon shipment  
FREIGHT FOB origin, prepaid and added, unless approved by Skytron and noted in this quote  
All shipments are subject to a separate handling charge  
ISSUE PO TO Skytron, LLC · PO Box 888615 · Grand Rapids, MI · 49588 · 616-656-2900  
SUBMIT PO TO Email orders@skytron.us · Fax 616-656-2906  
REMIT TO Skytron, LLC · PO BOX 675164 · Detroit, MI · 48267-5164 · 616-656-2900

*I acknowledge that I have reviewed and accept the content of this quote in its entirety.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**QUOTE**  
Q-51797

**DATE**  
01-14-2021

**EXPIRES**  
03-31-2021

### PRICING DETAIL

## UVC DISINFECTION: 2280 UV CORRECTIONAL FACILITY CONFIGURATION

ITEM	DESCRIPTION	QTY EXTENDED	LIST PRICE UNIT	QUOTED PRICE UNIT	QUOTED PRICE EXTENDED
IPT2280	MODEL 2280 DISINFECTION ROBOT W/ SMARTDOSAGE UV & STERI-TRAK DIGITAL DOCUMENTATION (120V)	1	\$ 88,000.00	\$ 65,747.13	\$ 65,747.13
2280YR3-ASAP	THREE YEAR SERVICE CONTRACT, 2280 UVC	1	\$ 16,400.00	\$ 12,252.87	\$ 12,252.87
<b>TOTAL</b>					<b>\$ 78,000.00</b>

**QUOTE**  
Q-51797

**DATE**  
01-14-2021

**EXPIRES**  
03-31-2021

## SKYTRON TERMS AND CONDITIONS

### PAYMENT TERMS

Net thirty (30) Days after date of invoice  
Shipping and Taxes are not included in this quote unless itemized above  
All products are invoiced upon shipment

### WARRANTY

1 - year parts and labor on equipment  
90 - days on replacement parts, spare bulbs (surgical lights), spare pads (surgical tables), supplies, and accessory items  
3 - years on Optik View displays  
15 - years on sterilizer pressure vessel (steam chamber and jacket) \*In order to maintain warranty on UV Disinfection products (IPT UV-C), a service contract must be purchased from Skytron, and service work performed by a Skytron Service Technician. Failure to comply with the terms of the service contract may void warranty. Service contract terms and conditions are available upon request.

### FREIGHT TERMS

F.O.B. Origin, Prepay and added  
All shipments subject to handling charge

### DELIVERY

120 days after receipt of order  
Due to the COVID-19 pandemic and increased demand, delivery times may exceed 120 days.

### DEPOSIT

25% deposit required for Booms, Columns, and RTLS upon order acceptance  
50% deposit required for Integration, Passive RFID, OR Workflow, OR Cockpit and custom products upon order acceptance

**QUOTE**  
Q-51797

**DATE**  
01-14-2021

**EXPIRES**  
03-31-2021

## SUPPLEMENTAL TERMS AND CONDITIONS

### DRAWING CHANGE FEE

\$200.00 Drawing Revision Charge will be invoiced after 2nd submittal revision

\$200.00 Drawing Revision Charge will be invoiced after 1st fabrication revision

\$750.00 Fabrication Revision Charge will be invoiced if revision is within 45 days of shipping

### CHANGE ORDER FEE

Change order fees, equal to five percent (5%) of order total, apply if order changes occur within 60 days prior to shipment.

### CANCELLATION FEE

Eight percent (8%) cancellation fee will be invoiced or deposit will be forfeited on cancelled items of an equipment order.

### MINIMUM ORDER FEE

Orders with a product total less than \$25.00 are subject to a \$20 non-refundable minimum order fee added to the invoice.

### RE-STOCKING FEE

- a. Equipment - 20% re-stocking fee will apply to all returns for credit of new equipment that has not yet been installed, within 180 days of shipment. Refurbishment charges, if any, will be calculated upon inspection of the goods when received. All returns to be authorized by Skytron in advance.
- b. Parts - \$50.00 re-stocking fee for inspection/testing, plus up to five percent (5%) of item cost for repair/refurbishing charge (not to exceed \$2,500 per item). Non-warranty part returns with a List Price less than \$100.00 per item will not be accepted.
- c. Re-Stocking policy does not supersede Skytron's North American Warranty policy, Demo policy, or Table Pad Return policy.

### MISCELLANEOUS

- a. Unless otherwise noted, Skytron reserves the right to make product improvements, discontinue products, and change prices without notice.
- b. Orders are subject to credit approval.
- c. Unless otherwise noted or previously negotiated, quoted amounts Do Not Include freight costs and applicable taxes. Freight and tax rates in effect at time of shipment will be applied.
- d. Buyer expressly agrees that no terms and conditions shall supersede those in this quote without express, written consent of Skytron.

### UV DISINFECTION, IF APPLICABLE

In order to maintain warranty on UV Disinfection products (IPT UV-C), a service contract must be purchased from Skytron, and service work performed by a Skytron Service Technician. Failure to comply with the terms of the service contract may void warranty. Service contract terms and conditions are available upon request.

QUOTE

Q-51797

DATE

01-14-2021

EXPIRES

03-31-2021

## SERVICE TERMS AND CONDITIONS

### WORKING HOURS

All service and installation pricing is based on normal working hours, 8 AM to 5 PM, Monday thru Friday, excluding holidays.

### DISCONNECTION AND REMOVAL OF EXISTING EQUIPMENT

If required, for a fee, Skytron can disconnect and remove existing equipment.

### UNION LABOR

Facilities requiring the use of union labor must be identified as such for quoting purposes.

### SEISMIC REQUIREMENTS

Please notify Skytron's Service Manager for installations having specific seismic requirements. Skytron is not responsible for any x-raying of the floor, structural ceiling through bolting, and associated fasteners.

### TRADE-IN EQUIPMENT

Please notify Skytron's Service Manager for installation where trade-in equipment will be present.

### COMBINATION PRODUCTS

For integrated products combining lighting and equipment pendants, include installation pricing for both individual units.

### SCHEDULING

Contact Skytron's Service Manager a minimum of 15 working days prior to desired installation date. Large and intensive projects requiring multiple phases require a minimum 60-day notice before installation commences. Please contact Skytron's National Service Manager or Sales Representative.

### SERVICE CONTRACTS

A signed service contract is required. A preliminary evaluation of product may be required for product that has been in use for some time.

### ELECTRICAL CONNECTIONS, FINAL TIE-INS AND FINISHES

All final tie-ins of electrical connections, plumbing and media must be made by a qualified and licensed individual. Skytron does not provide final tie-in services due to local licensing regulations. Finish work (e.g., caulking and trim) is the responsibility of others. Installation of standard product moldings or trim is included in the pricing provided.

QUOTE

Q-51797

DATE

01-14-2021

EXPIRES

03-31-2021



December 16, 2020

Sergeant Donald Anthony  
Cabarrus County Detention Center  
25 Corban Ave SE, Concord, NC 28025

**RE: Skytron UV-C Disinfection Solution**

Dear Sgt. Anthony,

I want to thank you for considering Skytron UVC Devices in aiding your facility's safety efforts. I am writing you to confirm Collier's Medical Equipment has the exclusive right to sell all Skytron UVC Disinfection Devices in your area. This makes them your facility's Sole-Source Provider for any Skytron UVC products. We appreciate the opportunity to serve you. Brian Krass and I are available for any further questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'Drew Mehney', enclosed within a large, loopy oval flourish.

Drew Mehney  
Manager, Infection Prevention Technologies – Skytron



# Skytron

UVC Disinfection



# A Comprehensive Portfolio to Meet Your Unique Needs



By offering the most comprehensive portfolio of UVC on the market, Skytron has the ideal UVC solution to fill the need of any hospital, long term facility, or any area that is improving infection control procedures. Through effective, single-cycle, whole-room disinfections, Skytron UV delivers the correct dose ensuring maximum automated germicidal treatment with every cycle.

## Patient Safety

Our solution is proven to kill bacteria, viruses, and fungi and help reduce HAI's which save lives.

## Correct Dose

With our SmartDosage UV™ technology, we ensure the correct dose of germicidal energy every time.

## Financial Impact

Our portfolio of UVC provides a choice for any budget while still saving money on HAI's and your HAC score.

## Trusted Partner

Skytron is a leader in medical devices and innovation. We focus on our partners to ensure your path to success.



Patient Safety



Financial Impact

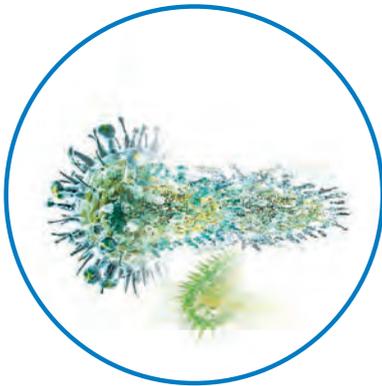


Correct Dose

# The Problem



Each day, about 1 in 31 U.S. patients has at least one infection associated with hospital care. That is 1.7 million patients with an estimated 98,000 patients dying because of improper sanitation <sup>1,6</sup>



The cost of HAI's from a Surgical Site infection costing around \$18,902-\$22,667 per incident C.diff infection costing \$9,118-\$13,574 per infection.<sup>2</sup>



Less than 50% of hospital room surfaces are adequately cleaned and disinfected when chemical germicides are used. The overall thoroughness of terminal cleaning is an average of 49%. <sup>3,4</sup>



Hospitals with Total HAC Scores greater than the 75th percentile of all Total HAC Scores (i.e., the worst performing quartile) will be subject to a 1% payment reduction. <sup>5</sup>

1. Center for Disease Control and Prevention. 2018 National and State Healthcare-Associated Infection Progress Report. Available at <https://www.cdc.gov/hai/pdfs/progress-report/2018-Progress-Report-Executive-Summary-H.pdf>. Accessed November 26, 2019

2. Zimlichman, E., Henderson, D., Tamir, O., Franz, C., Song, P., Yamin, C. K., ... Bates, D. W. (2013). Health Care-Associated Infections. *JAMA Internal Medicine*, 173(22), 2039. doi: 10.1001/jamainternmed.2013.9763

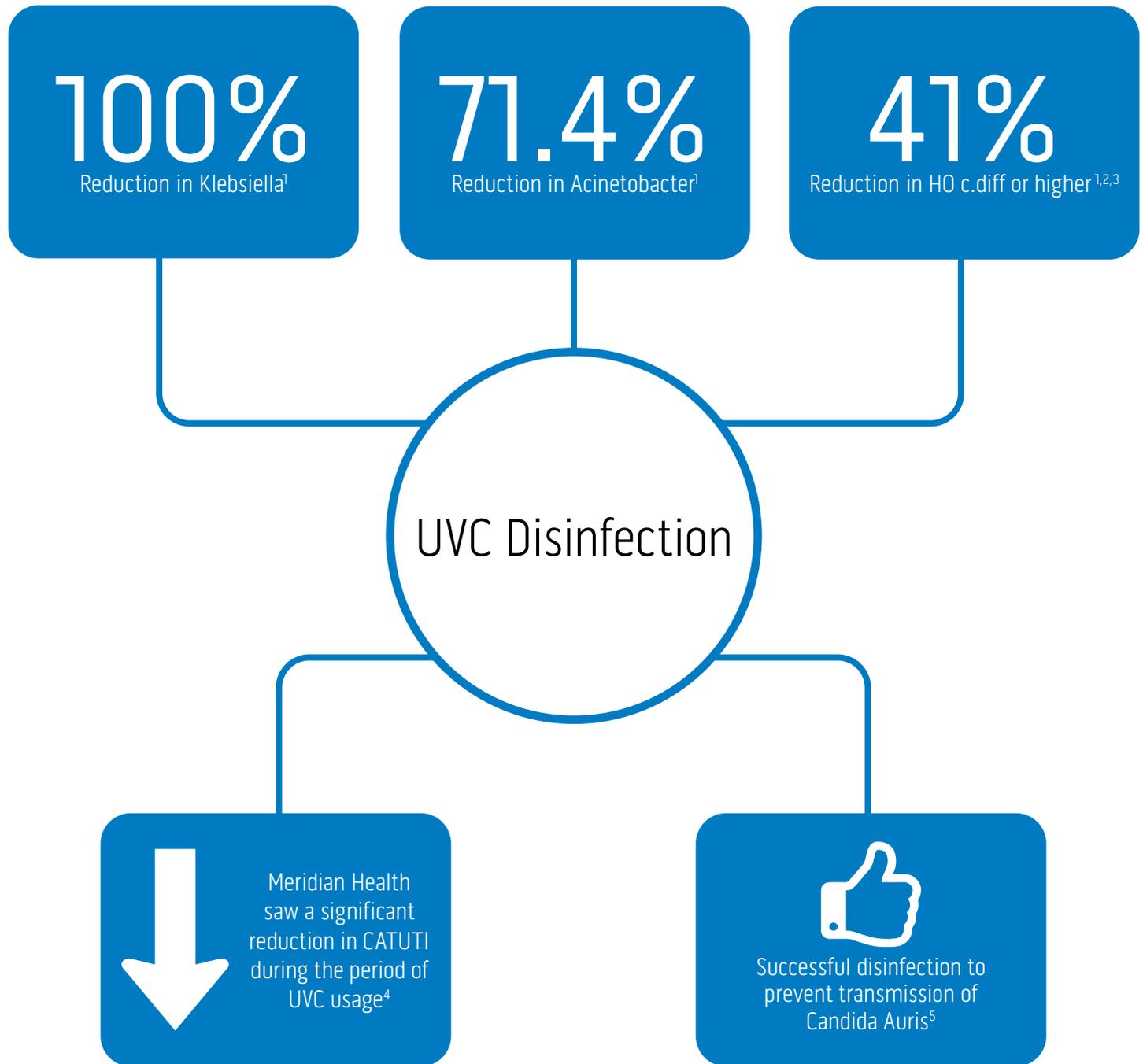
3. Weber, D., & Rutala, W. (2013). Understanding and Preventing Transmission of Healthcare-Associated Pathogens Due to the Contaminated Hospital Environment. *Infection Control & Hospital Epidemiology*, 34(5), 449-452. doi:10.1086/670223

4. Carling, P., Parry, M., & Von Behren, S. (2008). Identifying Opportunities to Enhance Environmental Cleaning in 23 Acute Care Hospitals. *Infection Control & Hospital Epidemiology*, 29(1), 1-7. doi:10.1086/524329

5. CMS.gov Centers for Medicare and Medicaid Services. (2019, July). Retrieved December 12, 2019, from <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AcuteInpatientPPS/Downloads/HAC-Reduction-Program-Fact-Sheet.pdf>

6. Haque, M., Sartelli, M., McKimm, J., & Abu Bakar, M. (2018). Health care-associated infections - an overview. *Infection and drug resistance*, 11, 2321-2333. doi:10.2147/IDR.S177247

# The Patient Safety Solution



1. Napolitano, N. A., Mahapatra, T., & Tang, W. (2015). The effectiveness of UV-C radiation for facility-wide environmental disinfection to reduce health care-acquired infections. *American Journal of Infection Control*, 43(12), 1342–1346. doi: 10.1016/j.ajic.2015.07.006

2. Bernard, H., & Little, J. (2015). The Impact of Ultraviolet (UV) Disinfection System Coupled with Evidence-based Interventions on the Incidence of Hospital Onset Clostridium Difficile (HO-C-Diff). *American Journal of Infection Control*, 43(6). doi: 10.1016/j.ajic.2015.04.067

3. Liscynsky, C., Hines, L. P., Smyer, J., Hanrahan, M., Orellana, R. C., & Mangino, J. E. (2017). The Effect of Ultraviolet Light on Clostridium difficile Spore Recovery Versus Bleach Alone. *Infection Control & Hospital Epidemiology*, 38(9), 1116–1117. doi: 10.1017/ice.2017.126

4. Hanrahan, S., Haraschak, C., & Buckalew, G. (2016). Impact of Ultraviolet Light Disinfection on Central Line-Associated Bloodstream Infection and Catheter Associated Urinary Tract Infection Rates in a Major Medical Teaching Hospitals. *Open Forum Infectious Diseases*, 3(suppl\_1). doi: 10.1093/ofid/ofw172.130

5. Marrs, R., Pellegrini, D., Enriquez, A., Ridgway, J. P., & Landon, E. (2017). Successful Environmental Disinfection to Prevent Transmission of Candida Auris. *Open Forum Infectious Diseases*, 4(suppl\_1). doi: 10.1093/ofid/ofx163.352

# Correct Dosage

Skytron's Ultraviolet C (UVC) provide an effective method of microorganism inactivation for contaminated air and surfaces. UVC disinfection technology has been in use since the early 1900's for municipal water supplies and Skytron's UVC devices are a powerful, modern, mobile solution to reduce HAI's.

UVC energy is a wavelength range of Ultraviolet energy spanning 200-280 nanometers (nm). Skytron's UVC devices specifically employ the highly germicidal 253.7 nm bandwidth to cause photochemical damage to cellular DNA and virus RNA. This biological damage inactivates the cell by preventing replication and therefore infection capability. Germicidal efficacy is determined by the overall dose of UVC, which is a product of lamp output (i.e., intensity) and exposure duration.

Traditional, manual hospital cleaning protocols are often insufficient in stopping the spread of pathogens and leave room for error in technique and chemical application. With the use of smart technology, the Skytron portfolio ensures the correct germicidal dose is thoroughly delivered to all surfaces, lowering infection rates and costs.

# Trusted Partner

## Service

Skytron's industry-leading service programs are worry and hassle free:

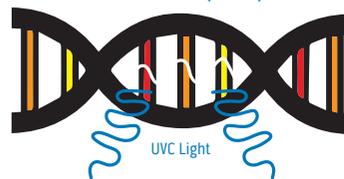
- One to five year plans which cover all OEM parts, including lamps and labor
- On-site service visits and travel expenses, 24/7 telephone support, and annual preventative maintenance check-ups
- "Spare in the Air" program, where Skytron expedites a replacement robot to minimize down time during required services
- Consultation for implementing an optimal deployment strategy for your facility
- 98% up-time guarantee

## Training

Skytron offers instruction on UV device operation to ensure safe and effective performance:

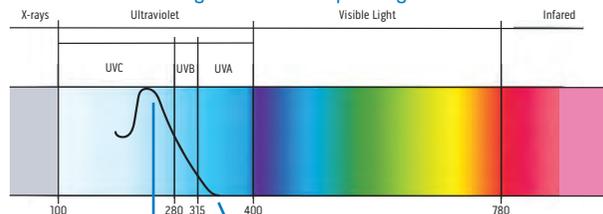
- Training for multiple shifts of staff
- Training of management staff in the cloud-based tracking and documentation system

UVC Light Damages Genetic Structure (DNA)



UVC Lights sanitizes by permanently damaging the DNA of germs

Cellular inactivation renders the organisms non-pathogenic



Cell inactivation of microorganisms

## Financial Impact

Skytron offers solutions designed to deliver the highest performance with the lowest overall cost of ownership. Skytron's Total Cost of Ownership (TCO) program provides customers with a plan to prevent as much equipment down-time as possible, and a defined annual cost of ownership for confident budgeting.

- Reduce HAI'S
- Reduce HAC Score

## Savings Estimator



50 Bed Hospital  
In 5 Year Savings  
943K



500 Bed Hospital  
In 5 Year Savings  
9.43M

Need more help? We're just a phone call away. 800-759-8766

# Single Emitter Systems

## T140 Sentry



### Value

Category leading UVC, single cycle disinfection

### Flexibility

Removable emitter for use in small spaces

### Simplicity

Lightweight and easy to move



### Removable Emitter

- Small footprint
- Easily fits in confined spaces
- Ideal for EMS and Aeromed applications

## 3200 Max

### Shorter Run-Times

Highest single emitter UVC dose

### Higher Room Throughput

Faster cycles equals more rooms in less time

### Smart Cycle UVC

Field Balance and PowerBoost UV Technology



# Multiple Emitter Systems

## 2280 Syndicate



### Multiple Locations

Dual Emitters allows for two locations hit with same cycle

### Shadows Minimized

Two Emitters allows for more effective treatments

### Lower Labor Costs

Units do not require repositioning to complete cycle

## Testimonials



Legacy Meridian Park  
Medical Centers (Tualatin, OR)

"The results [culture tests] were incredible. The light penetrates and destroys the actual DNA of microorganisms like MRSA."



Mercy Health  
(Kenwood, OH)

"Our experience has been great. The service and support from Skytron has been incredible. We have 24/7 access to a real-time person...The training was there right from the start."



McLaren Flint Health Care  
(Flint, MI)

"We were able to reduce the infections in our intensive care unit by 30% over a 6 month period."



# Circle of Infection Prevention Solutions



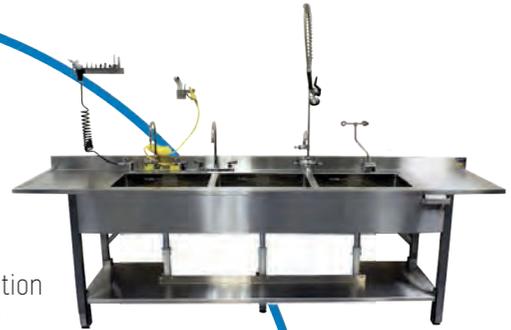
## Integrity Sterilizers

Increased Efficiency  
Smaller Footprint



## UVC Disinfection

Single Cycle, Whole-Room Disinfection  
Most Comprehensive Portfolio



## Processing Sinks

Ergonomically Friendly Adjustable Height  
Customizable to Fit Specific Needs



## ErgoStat Prep & Pack Tables

Alleviate Physical Stress  
Height Adjustable Work Station



## Sterling Washer-Disinfectors

Water & Chemical Conservation  
Medical Device IFU Compliance



## Flex Ultrasonics

Clean All Instruments in One Cycle  
Thermal Disinfection

Skytron is the Healthcare Efficiency Specialist, providing full-room solutions of capital equipment, architectural and real-time information systems for Medical, Surgical, Sterile Processing, and Infection Prevention. Our solutions enhance the utilization of people, facilities, and capital because they are designed with the user in mind and have a low, long-term cost of ownership.

To learn more, visit our website at [www.skytron.com](http://www.skytron.com)



5085 Corporate Exchange Blvd. SE  
Grand Rapids, MI 49512  
1.800.SKYTRON (759-8766)  
email: [info@skytron.com](mailto:info@skytron.com)  
[www.skytron.com](http://www.skytron.com)



REV8 06-20  
PN L2-010-143

## James Bailey

---

**From:** abaird@colliersmedical.net  
**Sent:** Wednesday, February 10, 2021 4:08 PM  
**To:** James Bailey  
**Subject:** RE: UV-2280

**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!

---

Chief Deputy Bailey,

The Skytron UV 2280 UVC Robot has proven to kill the Coronavirus including SARS-CoV-2 (Covid-19). So yes sir, it kills the virus. Please let me know if you need any further information.

Kind regards,

Allison Baird

Customer Relations Manager

Collier's Medical Equipment

PO Box 16328

4000 Hartley Street

Charlotte, NC 28297-6328

Phone: (704) 596-1079

Fax: (704) 596-6478

E-mail: [abaird@colliersmedical.net](mailto:abaird@colliersmedical.net)

Web site: <http://www.colliersmedical.com>



*Serving the Carolinas Healthcare Needs Since 1965*

**From:** James Bailey <JNBailey@cabarruscounty.us>  
**Sent:** Wednesday, February 10, 2021 3:32 PM  
**To:** abaird@colliersmedical.net  
**Subject:** RE: UV-2280

Ms. Baird,

I'm sorry but it does not. I need to know if this equipment specifically kills or makes inactive the Corona virus or Covid-19 as it is referred to. If you cannot tell me this directly, it will affect my ability to get this item approved.



James N. Bailey, MSCJ  
Chief Deputy  
Cabarrus County Sheriff's Office  
P.O. Box 525  
30 Corban Ave SE  
Concord, N.C. 28026  
(704) 920-3002

Pursuant to NC General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by anyone at any time. This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain information that is confidential, proprietary, privileged, work product, and/or otherwise exempt from disclosure under applicable law.

**From:** [abaird@colliersmedical.net](mailto:abaird@colliersmedical.net) <[abaird@colliersmedical.net](mailto:abaird@colliersmedical.net)>  
**Sent:** Wednesday, February 10, 2021 3:25 PM  
**To:** James Bailey <[JNBailey@cabarruscounty.us](mailto:JNBailey@cabarruscounty.us)>  
**Subject:** RE: UV-2280

**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!

Hi Chief Deputy Bailey,

Thank you for reaching out to me. Rendering the virus inactive, kills the virus. I hope this helps. Please let me know if you have any further questions. I'm here to help.

### Budget Revision/Amendment Request

Date: 3/15/2021

Amount: 78,585.00

Dept. Head: Sheriff Van W. Shaw

Department: 2130-Detention Center

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

**PURPOSE:** Appropriating CARES Grant funds (00195910-974914) to Equipment (00192130-9860) for purchase of mobile Detention Center Disinfectant System. This system uses Ultra-Violet light to disinfectant small areas and/or individual pieces of equipment. It will greatly reduce instances of illness within the Detention Center that are caused by the transmission of viral and bacterial diseases. It is effective against Covid-19 and a variety of other infectious diseases and contaminants.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	2130-9860	Equipment & Furniture	-	78,585.00		78,585.00
001	9	5910-974914	Non-Profits using Cares			78,585.00	(78,585.00)
001							0.00
001							0.00
001							0.00
001							0.00
001							0.00
1							0.00

**Total**      0.00

**Budget Officer**

- Approved  
 Denied

**County Manager**

- Approved  
 Denied

**Board of Commissioners**

- Approved  
 Denied

\_\_\_\_\_  
*Signature*

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*Date*

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

2020 Child Protection and Fatality Team Report

**BRIEF SUMMARY:**

A representative from the Cabarrus County Child Protection and Fatality Team will present the annual review of our child fatalities and current issues impacting our children's welfare.

**REQUESTED ACTION:**

Receive input.

**EXPECTED LENGTH OF PRESENTATION:**

30 Minutes

**SUBMITTED BY:**

Paula Yost, JD, LPCA Chair, Cabarrus County Child Protection and Fatality Team

**BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- Presentation

# The State of our Children: A 2020 Report

Paula J. Yost, JD, LCMHC, Chair  
Cabarrus County, Child Protection & Fatality Team

# What is CPFT?

- CPFT = Child Protection & Fatality Team
- In Cabarrus County, it has made sense to combine both teams. Thus, we combined with the goal of becoming one of the top CPFTs in the state.
- A focus is on examining the deaths of children in the county during the previous calendar year.
- We discuss each case and ponder ways that the deaths could have been prevented and look at issues county wide that lead to better protection of our children.
- We are mandated by G.S. 7B 1407
- An interdisciplinary group of community representatives who meet regularly to promote a community-wide approach to the problem of child abuse and neglect.

# 2019 Child Deaths

- **Illness-5:** 1-Metabolic Disorder, 1-Necrotizing Enterocolitis of Newborn, 1-Cerebral Palsy, 1-Influenza with Pneumonia/Respiratory Arrest, 1-Malignant Neoplasm of Brain
- **Prematurity-9**
- **Accidental-8:**
  - 1-Undetermined (possible unsafe sleep-2 weeks old),
  - 1-Undetermined (possible unsafe sleep-3 weeks old),
  - 1-Undetermined (possible unsafe sleep-6 weeks old),
  - 2-Motor Vehicle Accident,
  - 1-Mother had diabetic seizure and rolled over on the baby,
  - 1-Assault by handgun **\*\*Please note that this occurred in Meck.\*\***
  - 1-Drowning
- **Abuse-0**
- **DA's review/pending-1**
- TOTAL = 23 (2014-18, 2015-23; 2016-22; 2017-21, 2018-24)

# How the Pandemic has Impacted Children

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- Child abuse reports and quality of reports
- Sexual abuse concerns
- Obesity rates are up
- Mental health concerns
- Unsupervised juveniles which have increased DJJ numbers.

# 2020 DHS Numbers

- Investigations worked with 3,728 children.
- For Cabarrus County, we accepted 1483 cases and out of those 412 were forensic cases. Forensics makes up 27.8% of the cases that were accepted for Cabarrus in 2020.
- Out of the total amount of cases accepted 261 of them had substance abuse allegations and out of those 80 cases (31%) alleged opiate use.
- Out of total amount of cases accepted 172 were screened for DV, this does not include those cases that were screened in for injurious environment where there is discord in the home.
- Cabarrus County has completed 397 assist request from other counties and states.

# Child Abuse – DHS Numbers

- 8 families in prevention as opposed to last year's 6
- 62 families per month in in home services as opposed to last year's 54
- 152 children in foster care as opposed to last year's 133

# DHS Numbers – a Comparison

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Year	2019	2020
# of children served	3,292	3,728
# of cases accepted/percentage of cases forensic	1,586/32%	1,483/27.8%
# of cases screened in for substance abuse/percentage of use of opiod	389/24.7%	261/31%
# of cases accepted for domestic violence	167	172
#of assist for other counties/states	527	397

# Jeff Gordon Children's Advocacy Center

2020	2019
New to the CAC: 193	300
Female: 132	191
Male: 61	109
0-6 Years: 72	104
7-12 Years: 59	117
13-17 Years: 62	79

# Human Trafficking

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- CABARRUS COUNTY:
- 46% increase
- MECKLENBURG COUNTY:
- 32% increase
- NOT JUST A METROPOLITAN PROBLEM.

# Homelessness Dashboard



# Obesity

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nearly one in three  
children in the  
community classified  
as overweight or  
obese

32% is the number of  
Children Identified as  
Overweight or Obese  
in Cabarrus County

# MENTAL HEALTH

## Child Visits to the ED in 2020 (Medicaid only)

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- Average length of stay: 2.4 days
- Distinct Members: 85
- Total Visits: 110
- Visits per Member: 1.29
- Age Break Down:
  - 5 – 10 year olds, 16 children;
  - 11 – 13 year olds, 40 children;
  - 14 – 17 year olds (54 children)
- One 17 year old was there for 23 days, one 16 year old for 21 days, one 13 year old for 8 days, and one 9 year old for 5 days.

# MENTAL HEALTH

## Overall Child Visits to the ED

2019	2020
Admissions: 324	353
Average length of stay: 1.75 days	2.5 days
Average age: 14 years old	14 years old
Children moved to psych hospital: 145	189
Youngest child: 6 years old	5 years old

# DJJ Statistics

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- 85-90% of the offenses on the docket are felonies. This is a drastic increase versus the ratio of misdemeanors to felonies in past years.
- Most crimes are happening in the daytime.
- Please be responsible gun owners.

# Questions?

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items - No Action

### **SUBJECT:**

Infrastructure and Asset Management - Request from Oakboro Police Department to Provide Fleet Maintenance Services

### **BRIEF SUMMARY:**

The Town of Oakboro Police Department has requested the County to provide fleet maintenance services and new car/SUV set ups for the Town. The department currently has 11 vehicles in their fleet and are utilizing local shops for services. This has become costly for the Town. They also used a local shop for set up of new vehicles but the person who ran that business has taken a job elsewhere. This would require an inter-local agreement between Cabarrus County and the Town of Oakboro Police Department. Kyle Bilafer, Area Manager of Operations, is currently working with legal counsel on a draft agreement. If approved, the County would bill a flat labor rate of \$30/hour for services. Parts from the County inventory would not be marked up, they would be billed to Oakboro at cost. Any new equipment for the patrol cars would be purchased by the police department and delivered to the County for installation.

### **REQUESTED ACTION:**

Receive input from the Board.

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

10 Minutes

### **SUBMITTED BY:**

Michael Miller, Infrastructure and Asset Management Director  
Kyle Bilafer, Area Manager of Operations  
Dennis Furr, Fleet Maintenance Supervisor

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- ▣ Oakboro Police Vehicle List

# OAKBORO POLICE DEPARTMENT VEHICLE INVENTORY

2009 DODGE CHARGER 118,000 MILES (SPARE VEHICLE)

2010 DODGE CHARGER 123,500 MILES (SPARE VEHICLE)

2011 DODGE CHARGER 122,600 MILES (NOT A DAILY DRIVEN CAR)

2015 DODGE CHARGER 93,000 MILES

2016 FORD EXPLORER NOT TURBO ALL WHEEL DRIVE 64,000 MILES

2017 FORD EXPLORER TWIN TURBO ALL WHEEL DRIVE 63,500 MILES

2017 FORD EXPLORER TWIN TURBO ALL WHEEL DRIVE 38,000 MILES

2018 FORD EXPLORER TWIN TURBO ALL WHEEL DRIVE 39,000 MILES

2019 FORD F-150 4 WHEEL DRIVE 27,300 MILES

2020 FORD EXPLORER ALL WHEEL DRIVE 8,000 MILES

2020 FORD EXPLORER ALL WHEEL DRIVE 14,350 MILES.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Innovation and Technology - Innovation Report

**BRIEF SUMMARY:**

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

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

**REQUESTED ACTION:**

Receive report.

**EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

**SUBMITTED BY:**

Debbie Brannan, Area Manager of Innovation and Technology

**BUDGET AMENDMENT REQUIRED:**

No

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

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Solid Waste - Construction and Demolition Landfill - Phase 4 Expansion Option

**BRIEF SUMMARY:**

Solid Waste, Infrastructure and Asset Management and Finance staff will provide information regarding the option of extending the operating life of the Cabarrus County Construction and Demolition Landfill.

**REQUESTED ACTION:**

Provide information and receive input from the Board.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Kevin Grant, Environmental Management Director

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

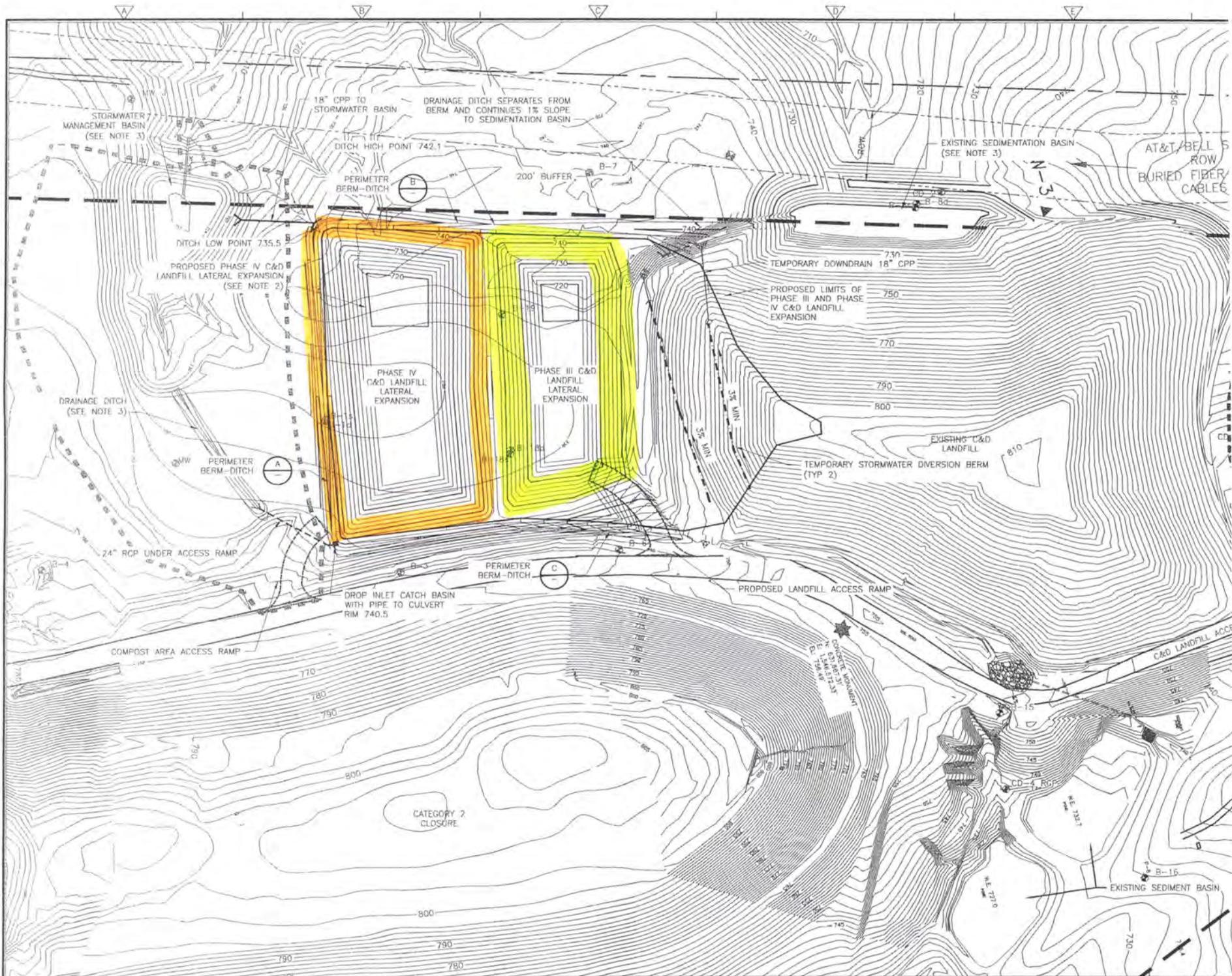
- Landfill Aerial

- ▣ Landfill Topo
- ▣ Landfill Balance Sheet

Cabarrus County Construction & Demolition Landfill



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# CABARRUS COUNTY - PROD



## BALANCE SHEET FOR 2021 7

FUND: 270 Landfill Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>				
270	1105	Cash in Bank	-7,637.96	6,950,894.88
270	1111	05 Change Fund - Landfill	.00	700.00
270	1503	Landfill Accounts Receivable	-2,104.55	9,630.90
270	1601	AR - Miscellaneous	-123.41	.00
270	2201	Land	.00	490,446.96
270	2202	Land Improvements	.00	2,199,395.94
270	2221	Vehicles	.00	1,922,277.74
270	2222	Equipment	.00	262,358.80
270	2230	Buildings	.00	1,256,544.10
270	2290	Accumulated Depreciation	.00	-3,866,657.48
270	2501	LGERS Net Pension Asset	.00	-82,499.00
270	2502	LGERS Deferred Outflow	.00	57,634.00
<b>TOTAL ASSETS</b>			<b>-9,865.92</b>	<b>9,200,726.84</b>
<b>LIABILITIES</b>				
270	3101	Accounts Payable	13,048.10	.00
270	3130	OPEB Liability Payable	.00	-131,097.00
270	3401	Compensated Absences Pay	.00	-21,403.06
270	3503	55 Closure/Postclos-MSW-Post Clos	.00	-798,412.72
270	3503	56 Closure/Postclos-C&D-Closure	.00	-1,467,050.00
270	3503	561 Closure/Postclosure	.00	-1,228,200.00
270	3503	57 Closure/Postclos-C&D-Post Clos	.00	-193,800.00
270	3701	LGERS Deferred Inflow	.00	-49,367.00
<b>TOTAL LIABILITIES</b>			<b>13,048.10</b>	<b>-3,889,329.78</b>
<b>FUND BALANCE</b>				
270	5102	Contributed Capital - Govt	.00	-393,403.76
270	5401	Unreserved Retained Earnings	.00	-4,696,240.49
270	5701	Revenue Control	-60,240.01	-622,312.62
270	5702	Expenditure Control	57,057.83	400,559.81
270	5703	Estimated Revenues	.00	1,473,862.98
270	5704	Appropriations	.00	-1,473,862.98
270	5705	Encumbrances	-10,069.62	140,484.74
270	5706	Bud FB - Res for Encumbrances	10,069.62	-140,484.74
<b>TOTAL FUND BALANCE</b>			<b>-3,182.18</b>	<b>-5,311,397.06</b>
<b>TOTAL LIABILITIES + FUND BALANCE</b>			<b>9,865.92</b>	<b>-9,200,726.84</b>

\*\* END OF REPORT - Generated by Theresa Clair \*\*

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**March 1, 2021  
4:00 PM**

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**AGENDA CATEGORY:**

Approval of Regular Meeting Agenda

**SUBJECT:**

BOC - Approval of Regular Meeting Agenda

**BRIEF SUMMARY:**

The proposed agenda for the March 15, 2021 regular meeting is attached.

**REQUESTED ACTION:**

Motion to approve the agenda for the March 15, 2021 regular meeting as presented.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- Proposed March 15, 2021 Regular Meeting Agenda

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 15, 2021  
6:30 PM**

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### MISSION STATEMENT

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

### CALL TO ORDER BY THE CHAIRMAN

### PRESENTATION OF COLORS

### INVOCATION

#### A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes

#### B. APPROVAL OF THE AGENDA

#### C. RECOGNITIONS AND PRESENTATIONS

1. DHS - Child Abuse Prevention Month Proclamation
2. Proclamation - National County Government Month April 2021
3. Proclamation - National Donate Life Month April 2021
4. Proclamation - Week of the Young Child

#### D. INFORMAL PUBLIC COMMENTS

#### E. OLD BUSINESS

#### F. CONSENT AGENDA

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

1. Appointments - Agricultural Advisory Board

2. Appointments - Library Board of Trustees
3. Appointments and Removals - Mental Health Advisory Board
4. Cooperative Extension - 4-H Afterschool Cannon Foundation Grant
5. County Attorney - Resolution Designating the County Manager to Make Recommendations for ABC Permits
6. County Manager - Cabarrus Health Alliance Funding Request
7. County Manager - New Position for Juvenile Crime Prevention Council (JCPC)
8. County Manager - Request for Easements
9. DHS - Transportation 5307 CARES Act Funding
10. DHS - Transportation NCDHHS CARES Act Funding
11. Finance - Audit Contract for Fiscal Years Ending June 30, 2021
12. Finance - EMS CARES Grant Budget Amendment
13. Finance - North Carolina Education Lottery Payment Application for School Debt
14. Finance - Stonewall Jackson Property Budget Amendment
15. Infrastructure and Asset Management - Budget Amendment to Fund Design
16. Recycling / Waste Reduction - Roll Off Truck Purchase
17. Sheriff's Office - Request to Award a Service Weapon to Lt. Marc Nesbitt Upon Retirement
18. Sheriff's Office - UV Light Disinfecting System
19. Tax Administration - Refund and Release Reports - February 2021

**G. NEW BUSINESS**

**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. Budget - Monthly Financial Update
4. County Manager - Monthly Building Activity Reports
5. County Manager - Monthly New Development Report
6. EDC - February 2020 Monthly Summary Report

**I. GENERAL COMMENTS BY BOARD MEMBERS**

**J. WATER AND SEWER DISTRICT OF CABARRUS COUNTY**

**K. CLOSED SESSION**

**L. ADJOURN**

**Scheduled Meetings**

<b>April 6</b>	<b>Work Session</b>	<b>4:00 p.m.</b>	<b>TBD</b>
<b>April 19</b>	<b>Regular Meeting</b>	<b>6:30 p.m.</b>	<b>TBD</b>
<b>April 21</b>	<b>Cabarrus Summit</b>	<b>6:00 p.m.</b>	<b>TBD</b>

<b>May 3</b>	<b>Work Session</b>	<b>4:00 p.m.</b>	<b>TBD</b>
<b>May 17</b>	<b>Regular Meeting</b>	<b>6:30 p.m.</b>	<b>TBD</b>

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

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

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

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

<b>Sunday - Saturday</b>	<b>1:00 P.M.</b>
<b>Sunday - Tuesday</b>	<b>6:30 P.M.</b>
<b>Thursday &amp; Friday</b>	<b>6:30 P.M.</b>

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