

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN

2.1. BOC - Changes to the Agenda Pg. 3

3. DISCUSSION ITEMS - NO ACTION

3.1. Budget - Monthly Budget Amendment Report Pg. 5

3.2. County Manager - Proposed Lease Modification for Communication Tower off Warren Coleman Boulevard Pg. 10

3.3. County Manager - Zipline Presentation Pg. 40

3.4. Infrastructure and Asset Management - Courthouse Expansion Project Update Pg. 51

3.5. Infrastructure and Asset Management - Emergency Equipment Warehouse and Technology Services Project Update Pg. 56

3.6. Infrastructure and Asset Management - Frank Liske Park Barn Rebuild Project Update Pg. 61

3.7. Innovation and Technology - Innovation Report Pg. 62

4. DISCUSSION ITEMS FOR ACTION

4.1. BOC - Modernization of the Discharge of Firearms and Air Guns Ordinance Pg. 64

4.2. County Manager - FY 21 Funding Re-appropriations Pg. 69

4.3. County Manager - Fiscal Recovery Funds Spending Plan Pg. 80

4.4. DHS - Family Caregiver Support Program Grant Pg. 82

4.5. DHS - Transportation FTA Section 5310 Grant Pg. 85

4.6. EMS - Four Ambulance Remount Purchases Pg. 95

4.7. Finance - New Temporary Position for American Rescue Plan (ARP) Administrator Pg. 101

4.8. Finance - Update of Capital Project Fund Budget and Related Project Ordinance for County Capital Project Fund Pg. 103

4.9. Finance - Write off of Ambulance Receivable Pg. 109

4.10. Infrastructure and Asset Management - Cabarrus County Emergency Medical Services Headquarters GMP-1.5 Pg. 113

- 4.11. Legal Department - Request from Pedcor Investments, LLC, for Access Point on Lloyd Garmon Lane Pg. 124
- 4.12. Planning and Development - Budget Amendment for Blue Cross Blue Shield Grant Pg. 139
- 4.13. Sheriff's Office - Award of Electronics Detection K-9 Pg. 143

5. APPROVAL OF REGULAR MEETING AGENDA

- 5.1. BOC - Approval of Regular Meeting Agenda Pg. 154

6. CLOSED SESSION

- 6.1. Closed Session - Pending Litigation and Acquisition of Real Property Pg. 158

7. ADJOURN

In accordance with ADA regulations, anyone in need of an accommodation to participate in the meeting should notify the ADA coordinator at 704-920-2100 at least 48 hours prior to the meeting.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Approval of Work Session Agenda - Chairman

SUBJECT:

BOC - Changes to the Agenda

BRIEF SUMMARY:

A list of changes to the agenda is attached.

REQUESTED ACTION:

Motion to approve the agenda as amended.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
AUGUST 2, 2021**

ADDITIONS:

Discussion Items for Action

4.1 BOC – Modernization of the Discharge of Firearms and Air Guns Ordinance

4.13 Sheriff's Office – Award of Electronics Detection K-9

Closed Session

6.1 Closed Session – Pending Litigation and Acquisition of Real Property

SUPPLEMENTAL INFORMATION:

Discussion Items – No Action

3.3 County Manager – Zipline Presentation

- **Presentation Added**

3.4 Infrastructure and Asset Management – Courthouse Expansion Project Update

- **Pictures Added**

Discussion Items for Action

4.4 DHS – Family Caregiver Support Program Grant

- **Budget Amendment Updated**

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Budget - Monthly Budget Amendment Report

BRIEF SUMMARY:

The County Manager requested monthly report of Budget Amendments. This report shows all transfers of money from one appropriation to another in accordance with the Budget Ordinance for FY 2021-2022.

REQUESTED ACTION:

For informational purposes. No action required.

EXPECTED LENGTH OF PRESENTATION:

2 Minutes

SUBMITTED BY:

Rosh Khatri, Budget Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Report

CABARRUS COUNTY - PROD



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	01	10048	BUA	07/02/2021	07/02/2021	expansion	kpgrant	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	27094610	9501		4610	expansion		expansion materials				20,000.00	
2	27094610	9830	2203	4610	expansion		Buildings & Grounds Maintenan		20,000.00			
							expansion materials					
							Other Improvements					
** JOURNAL TOTAL									0.00	0.00		
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	01	10049	BUA	07/02/2021	07/02/2021	expansion	kpgrant	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	27094610	9606		4610	expansion		expansion engineering				24,450.00	
2	27094610	9830	2203	4610	expansion		Engineers		24,450.00			
							expansion engineering					
							Other Improvements					
** JOURNAL TOTAL									0.00	0.00		
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	01	10054	BUA	07/02/2021	07/02/2021	Furniture	mamiller	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00191955	9331		1955	Furniture		T				3,000.00	
							Minor Office Equipment & Furn					
2	00191950	9331		1955	Furniture		T		3,000.00			
							Minor Office Equipment & Furn					
** JOURNAL TOTAL									0.00	0.00		
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	01	10063	BUA	07/02/2021	07/02/2021	LOMAX FARM	mhmeglar	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												

CABARRUS COUNTY - PROD



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	01	10063	BUA	07/02/2021	07/02/2021	LOMAX FARM	mmheglar	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT DESCRIPTION												
1	46090000	9830			LOMAX	LOMAX FARM	ALLOCATION TO LOMAX FARMS		80,000.00			
2	46060000	6023			LOMAX	LOMAX FARM	Other Improvements	80,000.00				
3	46063330	6023			LOMAX	LOMAX FARM	Deferred Tax Collections		80,000.00			
4	46093330	971033			LOMAX	LOMAX FARM	Deferred Tax Collections	80,000.00				
							ALLOCATION TO LOMAX FARMS					
							Carolina Farm Steward					
** JOURNAL TOTAL								0.00	0.00			

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	01	10068	BUA	07/02/2021	07/02/2021	NURSE inc	rypineda	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT DESCRIPTION												
1	00195810	9705			5810	NURSE inc	move correct amt to NURSE		112,851.00			
2	00195810	9705	NURSE	5810	NURSE inc		Public Health Authority	112,851.00				
							move correct amt to NURSE					
							Public Health Authority					
** JOURNAL TOTAL								0.00	0.00			

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	01	10121	BUA	07/06/2021	07/06/2021	GENERATOR	wmheglar	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT DESCRIPTION												
1	00191952	9820			GENERA	GENERATOR	Generator Replacements-Gov	470,000.00				
2	00191960	9708			GENERA	GENERATOR	Building Improvements		470,000.00			
							Generator Replacements-Gov					
							Cont to Capital Project Fund					
** JOURNAL TOTAL								0.00	0.00			

CABARRUS COUNTY - PROD



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	01	10134	BUA	07/07/2021	07/07/2021	Update	Appypineda	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00197110	970111		7110	Update	App	Updated FY22 Appropriation			350,000.00		
2	00197110	970124		7110	Update	App	Regular Instructional Services					
3	00197110	9732		7110	Update	App	Updated FY22 Appropriation			30,000.00		
4	00197130	9733		7110	Update	App	Technology Support Serv					
5	00197130	9738		7110	Update	App	Updated FY22 Appropriation				380,000.00	
							CCS Building Maintenance			161,684.00		
							KCS Building Maintenance					
							Updated FY22 Appropriation				161,684.00	
							KCS Ground Maintenance					
** JOURNAL TOTAL										0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	01	10135	BUA	07/07/2021	07/07/2021	3-3.14	ypineda	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	27094610	9830	2203	BOC	3-3.14		Landfill Expansion			70,000.00		
2	27094610	9661		BOC	3-3.14		Other Improvements					
							Landfill Expansion				70,000.00	
							Capital Reserve					
** JOURNAL TOTAL										0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	01	10230	BUA	07/13/2021	07/13/2021	Contr. Emp	ypineda	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	42098320	9445		8230	Contr.	Emp	max contr. employee hours					2,478.00
2	42098320	9114		8230	Contr.	Emp	Purchased Services					
3	42098320	9201		8230	Contr.	Emp	max contr. employee hours			2,292.00		
4	42098320	9202		8230	Contr.	Emp	Contracted Employees					
							max contr. employee hours			150.00		
							Social Security					
							max contr. employee hours			33.00		
							Medicare					

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	01	10230	BUA	07/13/2021	07/13/2021	Contr. Emp	ypineda	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT OB
ACCOUNT DESCRIPTION												
5	42098320	9230		8230		Contr. Emp				max contr. employee hours workers' Compensation	3.00	
** JOURNAL TOTAL											0.00	0.00
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	01	10283	BUA	07/13/2021	07/13/2021	Forestry	ypineda	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT OB
ACCOUNT DESCRIPTION												
1	00192910	9656		2910		Forestry				increase of forestry contr	87.00	
2	00191910	9109		2910		Forestry				Forester increase of forestry contr Salary Adjustments		87.00
** JOURNAL TOTAL											0.00	0.00
** GRAND TOTAL											0.00	0.00

10 Journals printed

** END OF REPORT - Generated by Rosh Khatri **

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

County Manager - Proposed Lease Modification for Communication Tower off Warren Coleman Boulevard

BRIEF SUMMARY:

The County holds a lease for an area of the former fairgrounds property off Warren Coleman Boulevard for a private telecommunications tower. Representatives for the company that leases that property have contacted the County with a proposal to make a one time payment for the remainder of that lease in lieu of the annual payments that the County receives. A copy of that correspondence is attached.

REQUESTED ACTION:

This item is for discussion and to provide direction from the Board for possible negotiation of the lease terms.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Lease Amendment Proposal
- ▢ Existing lease



Dear Cabarrus County,

I hope you are faring well throughout these historic times. All of us at Vertical Bridge are so thankful we were able to seamlessly move to working virtually and continue in our efforts to fulfill the infrastructure needs of the carriers. Fortunately, every employee has been retained, and we are able to continue with our projects despite the pandemic.

Recent events have provided an opportunity for our company that we wanted to share with you as one of our landlords. We have reallocated funds and launched a new program offering lump sum payments to a limited number of our ground lease landlords.

This new initiative, Vertical Bridge's Rapid Lease Monetization Program, allows landlords, such as yourself, to access long-term cash payments in a lump sum, providing tax efficiency, while simultaneously de-risking uncertainty in the marketplace.

There are several benefits of the Rapid Lease Monetization Program:

1. **Lump sum cash payout** – Maximize the value of your lease by using funds to accomplish your short and long terms goals. Receive immediate access to cash as quickly as **60 days** from time of agreement.
2. **Tax efficiency** – Leases that have been active for more than 12 months may qualify for Long Term Capital Gains tax treatment. This significantly reduces the tax burden of monthly payments subject to regular income tax rules.* Funds are 1031 eligible.
3. **De-risk income** – With long term market uncertainty at an all-time high, transferring risk to Vertical Bridge will provide our partners the opportunity for a more secure investment vehicle, likely yielding better returns than current lease parameters allow.

Our offer for a perpetual Easement (life of the tower): \$368,000.00

The 3-step process:



**We are not tax attorneys, and this is not tax advice. Landlords are advised to consult a tax professional.*



Vertical Bridge strives to always provide the highest standard of ethics and integrity in all its relationships, and we hope your experience with us has made you feel confident you are transacting with a trusted partner. This opportunity to participate in our Rapid Ground Lease Monetization Program ensures there will be no changes in day-to-day processing or complicated paperwork. You can be assured an experienced, dedicated and responsive team that understands your unique circumstances will ensure a smooth and stable closing process.

Please call to learn more about Vertical Bridge's new Rapid Ground Lease Monetization Program and the immediate value it can provide for you.

Best regards,

A handwritten signature in black ink, appearing to read "V. Campbell", with a long horizontal line extending to the right.

Vasily Campbell, MBA

R.E. Development Manager

Vertical Bridge REIT, LLC

750 Park of Commerce Drive, Suite 200

Boca Raton, FL 33487

O: +1 (919) 407-8681

M: +1 (845) 405-6849

vcampbell@verticalbridge.com

VerticalBridge.com

Eco-Site is now Vertical Bridge. Please note updated contact information above.

TOWER AZ-5081

1919 W. Baseline Rd.

Phoenix, AZ 85041

**We are not tax attorneys, and this is not tax advice. Landlords are advised to consult a tax professional.*

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**") is made as of the Effective Date by and between Landlord (as identified in Section 1.2) and Eco-Site, LLC, a Delaware limited liability company ("**Tenant**").

WHEREAS, Landlord owns certain real property located the County of Cabarrus, in the State of North Carolina, that is more particularly described or depicted in attached **Exhibit 1** (the "**Property**"); and

WHEREAS, Tenant desires to obtain the right to lease from Landlord (i) a certain portion of the Property of approximately five-thousand six hundred twenty five (5,625) square feet (the "**Tower Compound**") for communications and related purposes and (ii) an appurtenant, non-exclusive leasehold easement (the "**Access and Utility Easement**") over certain portions of the Property to access the Tower Compound (the Tower Compound and the Access and Utility Easement being more particularly described on **Exhibit 2**, depicted on the survey attached as **Exhibit 3**, and collectively referred to hereinafter as the "**Premises**").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. BUSINESS TERMS AND INFORMATION. For purposes of this Lease, in addition to the defined terms elsewhere in this Lease, including the recitals above, the following capitalized terms or information have the meanings set forth in this Section 1:

1.1 **Tenant's Notice Address:** Eco-Site, LLC
Attn: Asset Management
Eco-Site Site Number NC-0028
240 Leigh Farm Road
Suite 415
Durham, NC 27707

with a copy to: Eco-Site, LLC
Attn: General Counsel
240 Leigh Farm Road
Suite 415
Durham, NC 27707

1.2 **Landlord:** Cabarrus County, a North Carolina body politic and political subdivision

1.3 **Landlord's Notice Address:** Cabarrus County
Attn: County Manager's Office
PO Box 707
Concord, NC 28026-0707

1.4 **Communications Facility:** The radio and communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, buildings, optional backup generators and any other ancillary equipment related thereto.

1.5 **Testing Period:** That certain period of time, consisting of the Initial Testing Period and any effective Testing Period Renewal Term, that occurs immediately prior to the commencement of the leasehold and during which Tenant may investigate the feasibility of constructing and operating a wireless telecommunications facility on the Premises as further provided in Section 2.

1.6 **Initial Testing Period:** A period of one year, commencing on the Effective Date.

1.7 **Testing Period Renewal Term:** A period of one year, commencing on the day after the expiration of the Initial Testing Period (as further provided in Section 2.3).

1.8 **Testing Period Consideration:** The sum to be paid by Tenant to Landlord for the Testing Period, which is the sum of \$2,250.00.

1.9 **Term:** The term of the leasehold granted by Landlord to Tenant pursuant to this Lease, which consists of the Initial Term and any effective Renewal Term.

1.10 **Commencement Date:** The first day of the possessory leasehold under this Lease, which is the date that Tenant begins visible construction at the Premises (inclusive of site preparation) consistent with the terms of this Lease.

1.11 **Initial Term:** The term commencing on the Commencement Date and continuing through the last day of the 120th full calendar month after the Rent Accrual Commencement Date.

1.12 **Renewal Term:** As provided in Section 3, each of the 3 successive periods of 5 years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.

1.13 **Rent Accrual Commencement Date:** Provided the Commencement Date occurs between the 1st and the 15th day of a calendar month, then the Rent Accrual Commencement Date is retroactive to the first day of the calendar month in which the Commencement Date occurs; and otherwise, the Rent Accrual Commencement Date is the first day of the calendar month immediately following the Commencement Date.

1.14 **Rent:** The annual amount of \$27,000.00, payable in equal monthly payments of \$2,250. At the one year anniversary of the Rent Accrual Commencement Date, and each year thereafter for the remainder of the Term and all Renewal Terms, the Rent will increase at a rate of two percent (2%)..

1.15 **Fence:** Within 30 days of the Commencement Date, Tenant shall pay Landlord a one-time payment of \$ 7,823.32 to cover all costs in regard to the installation of a fence to be located on the Property.

2. RIGHT TO LEASE / TESTING PERIOD.

2.1 Landlord grants to Tenant the right to lease the Tower Compound and the Access and Utility Easement, which easement is to install and maintain utility services to and serving the Tower Compound and unrestricted vehicular and pedestrian access from a public right-of-way serving the Property to the Tower Compound.

2.2 During the Testing Period and in exchange for Tenant's payment to Landlord of the Testing Period Consideration within 30 days of the Effective Date, Tenant and its agents, employees, engineers, surveyors and other representatives have the right to enter upon the Property (i) to inspect and examine the Premises; (ii) to conduct and perform soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Premises and the Property (collectively, the "**Tests**"); (iii) to apply for and obtain licenses, permits, approvals, or other relief required or deemed necessary or appropriate for Tenant's use of the Premises including, applications for zoning variances, zoning ordinances, amendments, special

use permits, and construction permits (collectively, the "**Government Approvals**"); (iv) to initiate, order and/or schedule utilities; and (v) otherwise to do those things on or off the Premises that, in the sole discretion, opinion or judgment of Tenant, are necessary or desirable to determine the physical condition of the Premises, the environmental history of the Premises, Landlord's title to the Property and the feasibility or suitability of the Premises for Tenant's use of the Premises for a Communications Facility, all at Tenant's sole expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, regardless of whether such defect or condition is disclosed by Tenant's inspection. At the conclusion of the Testing Period, to the extent Tenant may alter or damage the Property as a result of its activities on the Property during the Testing Period, Tenant will restore the Property to its condition as it existed at the Effective Date, reasonable wear and tear and casualty not caused by Tenant excepted. Subject to the foregoing, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising

directly out of or as a result of Tenant conducting the Tests and its entry onto the Property during the Testing Period.

2.3 Tenant may extend the Testing Period for the Testing Period Renewal Term upon written notification to Landlord given prior to the expiration of the Initial Testing Period.

2.4 During the Testing Period, Tenant may commence the Initial Term by commencing visible construction of the Communications Facility at the Premises. Tenant shall notify Landlord in writing of the commencement of the Initial Term within 15 days of the Commencement Date. Immediately upon Tenant commencing visible construction as aforesaid, without further act or deed, the Testing Period will terminate, the Initial Term commences and Landlord leases the Premises to Tenant subject to the terms and conditions of this Lease. If Tenant does not commence visible construction of the Communications Facility at the Premises prior to the expiration of the Testing Period, this Lease will terminate and the parties will have no further liability to each other except for the indemnity and restoration obligations imposed by Tenant under Section 2.1.

2.5 During the Testing Period, Tenant reserves the right (i) upon consent from the Landlord, not to be unreasonably withheld, conditioned or delayed, to revise the legal description of the Tower Compound and the Access and Utility Easement to conform same to a survey of the Premises to be procured by Tenant from a licensed surveyor and attach such revised legal description as Exhibit 2 to this Lease and (ii) to procure a survey of the Premises by a licensed surveyor if a survey or depiction of the Premises is not, at the execution of this Lease, attached as Exhibit 3. Upon completion of such survey and revision of the aforesaid legal descriptions based thereupon, (i) the revised legal descriptions of the Tower Compound and the Access and Utility Easement will be attached to this Lease as Exhibit 2 and made a part hereof (superseding any prior Exhibit 2), the survey will be attached to this Lease as Exhibit 3 and made a part hereof (superseding any prior Exhibit 3), and Tenant shall promptly provide to Landlord notice of and copies of the revised legal descriptions of the Tower Compound and the Access and Utility Easement and of the survey.

3. **TERM.** The term of the leasehold granted by Landlord to Tenant hereunder commences on the Commencement Date, which Tenant shall confirm in writing to Landlord as provided in Section 2.4, and continues through the Term. Tenant shall have the option to extend the term of this Lease for each of the Renewal Terms. Each Renewal Term will commence automatically, without further act or deed, unless Tenant delivers written notice to Landlord of Tenant's intent not to renew the Term for the next available Renewal Term, such notice to be delivered not less than 30 days prior to the end of the then-

current term (*i.e.*, the Initial Term or the then-effective Renewal Term).

4. **RENT.** Tenant shall pay Rent to Landlord accruing and beginning as of the Rent Commencement Date. The Rent is payable in advance, on or before the 5th day of each calendar month. Payments will be made via electronic funds transfer directly to Landlord's bank account unless otherwise directed by Landlord. Rent will be equitably prorated for any partial calendar month. Notwithstanding the foregoing, Tenant will tender to Landlord the initial Rent payment within 30 days after the Commencement Date.

5. TAXES AND CHARGES.

5.1 Tenant shall pay any personal property taxes assessed on, or any portion of such taxes directly attributable to, the Communications Facility. Landlord shall pay prior to delinquency all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall reimburse Landlord for any increase in real property taxes levied against the Premises which are directly attributable to the presence or operation of the Communications Facility on the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if and only if Landlord furnishes proof of such increase to Tenant within 2 months of Landlord's first notice of such increase. If Landlord fails to pay prior to delinquency any taxes which are a lien against the Premises, Tenant shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes and any interest and penalties thereof paid by Tenant on Landlord's behalf from future installments of Rent.

5.2 Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payment required of it under this Lease required to assure that Tenant is not disturbed in its possession of the Tower Compound, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing 10 days' prior written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. Landlord shall pay or reimburse Tenant for the full amount of any costs or expenses so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) with interest at the statutory rate thereon, or at Tenant's election, may be offset against the Rent.

6. USE.

6.1 During the Term, Tenant may use the Premises for the erection, operation and maintenance of a Communications Facility (the "*Permitted Use*"). Tenant may make improvements, alterations and modifications to the Premises as are deemed appropriate by Tenant consistent with the Permitted Use, including the right to clear the Premises of any trees, vegetation, undergrowth or other obstructions which, in Tenant's sole opinion, interferes with the Permitted Use. Tenant shall have the exclusive right to install upon the Tower Compound communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary or desirable in Tenant's sole judgment, but subject to compliance with all applicable laws, statutes, rules and regulations of any jurisdictions, which will include the UDO requirements.

6.2 During the Term, Landlord further grants Tenant (i) the right on the Property to clear trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which in either case may interfere with or fall upon the Communications Facility or the Premises; (ii) a non-exclusive easement in, over, across and through the Property and other adjoining real property owned by Landlord as reasonably required for the construction, installation, maintenance, and operation of the Communications Facility and the access thereto.

6.3 Landlord acknowledges that Tenant is in the business of subleasing all or portions of the Tower Compound and the Communications Facility to its tenants, licensees or customers pursuant to separately negotiated subleases or licenses entered into between Tenant and such tenant, licensee or customer. Tenant may enter into any sublease or license without the consent of Landlord, provided that, notwithstanding the terms of that certain sublease or license, Tenant shall remain liable for all of the terms and conditions of this Lease and Tenant shall fulfill each covenant contained herein. Tenant shall remain liable for and hereby indemnifies and shall protect and defend Landlord from and against all costs, damages or liability (including reasonable attorneys' fees) resulting from any act or omission of such subtenant or licensee to the extent such act or omission is permitted Tenant but is contrary to or inconsistent with the terms of this Lease.

6.4 Tenant and its customers, lessees, licensees, employees, agents, invitees, contractors, successors and assigns shall have the unrestricted and free access to the Premises 7 days a week, 24 hours a day. Tenant shall have the exclusive right to sublease or grant licenses to use the Communications Facility or portions thereof, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission or other governmental

agency changes, amends or modifies its regulations and requirements, issues new regulations or requirements, or otherwise takes any action, the result of which reasonably inhibits Tenant's use of the Premises or any portion of the Communications Facility for the Permitted Use, or if technological changes render the Permitted Use of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for the Permitted Use, Tenant shall have the right to terminate this Lease upon written notice to Landlord and effective on the earlier of the date set forth in the notice of termination or 30 days after the date of deemed receipt of such notice by Landlord.

6.5 Landlord hereby authorizes Tenant and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Landlord building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits consistent with the Permitted Use. At no additional cost to Tenant, Landlord shall cooperate, with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities and agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the Communications Facility. Landlord shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any portion of the Communications Facility located on the Premises to be in nonconformance with applicable local, state, or federal laws.

6.6 It is intended that the legal description of the Premises accurately reflect an "as-built" survey of the location of the Tower Compound, the communications tower located thereon, and the Access and Utility Easement. Accordingly the parties agree that, the Lease is hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises demised in the Lease to the extent that such improvements are located on real property owned by Landlord, and Exhibit 2 and Exhibit 3 to this Lease shall be modified to reflect the "as-built" locations of the Tower Compound and the Access and Utility Easement.

7. ACCESS AND UTILITIES. During the Term, Landlord for itself, its successors and assigns, hereby leases to Tenant, its customers, lessees, licensees, employees, agents, invitees, contractors, successors and assigns, as an appurtenance to the Tower Compound, the Access and Utility Easement (as described in Exhibit 3) for

ingress and egress for the benefit of and access to the Tower Compound as well as for the construction, installation, operation and maintenance of overhead and underground electric, gas and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change, remove and replace such facilities, over, across and through the Access and Utility Easement for the benefit of and access to the Tower Compound, subject to the terms and conditions herein set forth. The rights granted to Tenant herein include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the Access and Utility Easement for the Permitted Use.

8. EQUIPMENT, FIXTURES AND SIGNS.

8.1 All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its customers, tenants and licensees. Tenant and its customers, tenants and licensees shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers, tenants and licensees. At any time during the Term and within a reasonable time after the expiration or earlier termination of the Term, Tenant and its customers, tenants and licensees shall have the right and the obligation, to remove their equipment, structures, fixtures, signs, and personal property from the Premises.

8.2 Removal; Abandonment. Within one hundred twenty (120) days of the expiration or earlier termination of this Lease for any reason, Tenant, at its sole cost and expense, shall remove from the Premises all of the improvements constituting the Communications Facility, including, without limitation to the generality of the foregoing, all equipment, personal property, antennas and other improvements (provided that Tenant shall not be required to remove any equipment platforms, slabs, concrete pads, foundations, below-grade improvements, underground utilities, or related infrastructure or replace any trees, shrubs or other vegetation) and shall repair any damage to the Premises caused by the removal of the Communications Facility, equipment, personal property, antenna facilities and ground facilities, normal wear and tear excepted. Any such personal property not removed from the Premises within one hundred and twenty (120) days after the expiration or earlier termination hereof shall be conclusively deemed to have been abandoned, and Landlord may remove and dispose of such personal property as Landlord deems fit without incurring any

liability whatsoever therefor to Tenant, and Tenant shall reimburse Landlord for all such actual and reasonable third-party expenses and costs, as additional Rent hereunder, that Landlord incurs on account of such removal and disposal within thirty (30) days of receipt of an itemized invoice from Landlord therefor. If Tenant fails to remove those portions of the Communications Facility required to be removed pursuant to this Section 8, within one hundred twenty (120) days after the expiration or earlier termination of this Lease, Landlord may send to the Tenant a notice requesting such removal. If Tenant fails to comply with such notice within thirty (30) days of receipt thereof, all structures, buildings, facilities and equipment remaining at the Premises shall be conclusively deemed to have been abandoned and Landlord may dispose of or remove from the Premises such structures, buildings, and equipment as Landlord deems fit without incurring any liability whatsoever therefor to Tenant, and Tenant shall reimburse Landlord for all such actual third party expenses and costs, as additional Rent hereunder that Landlord incurs on account of such removal and disposal within thirty (30) days of receipt of an itemized invoice from Landlord therefor, along with reasonable documentation of the cost incurred by Landlord.

9. **ASSIGNMENT.** Tenant may assign this Lease to any person or entity at any time with the prior written consent of Landlord which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may assign or transfer the Lease and Easements without Landlord's consent to any parent, affiliate or subsidiary of Tenant, any party that merges or consolidates with Tenant or its parent, or any party that purchases or otherwise acquires all or substantially all of Tenant's ownership interest or assets. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder thereafter accruing. Landlord may assign this Lease, in whole or in part, to any person or entity (i) who or which acquires fee title to the Premises, and/or (ii) who or which agrees to be subject to and bound by all provisions of this Lease. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion.

10. COVENANTS, WARRANTIES AND REPRESENTATIONS. Landlord covenants, warrants and represents the following:

10.1 Landlord is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution of this Lease; that it alone has full right to let the Premises for the Term set out herein; and that Tenant, on paying the Rent and

performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the Term.

10.2 Landlord has complied with, and will continue to comply with, all environmental, health, and safety laws with respect to the Premises other than those which arise out of Tenant's use of the Tower Compound for a Communications Facility (which compliance obligation is to be borne by Tenant), and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, at the commencement of the Term, Landlord and the Premises are in compliance with all environmental, health, and safety laws; no asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises; and to the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises.

10.3 All utilities in place upon the commencement of the Term and serving the Property enter through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements. All utilities are installed and operating and all installation and connection charges have been paid in full.

10.4 Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads or to utility services serving the Premises.

10.5 The Premises abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the Property, and access to the Property is provided by paved public right-of-way with adequate curb cuts available.

10.6 With respect to the Premises, except as disclosed by Landlord in writing to Tenant prior to the execution hereof, (i) there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Tower Compound; (ii) there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and (iii) there are no parties (other than Landlord) in possession of the Premises.

11. INTENTIONALLY DELETED.

12. INDEMNITIES. Each of Landlord and Tenant agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and

employees (each, an "**Indemnified Persons**"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) asserted by a third party against an Indemnified Person caused by or arising out of (i) such indemnifying party's breach of any of its obligations, covenants, or warranties contained herein, or (ii) such indemnifying party's negligent or willful acts or omissions with regard to the Lease. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability.

13. WAIVERS.

13.1 Any lien rights Landlord may have, statutorily or otherwise, in and to the Communication Facility or any portion thereof or any equipment located on the Premises shall be subordinate to Tenant's Lender. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

13.2 EACH OF LANDLORD AND TENANT WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES AND WHICH IS SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS OF A PARTY UNDER THIS LEASE.

14. INSURANCE.

14.1 Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other Communications Facility locations of Tenant and its affiliates. Tenant shall maintain all insurance policies required of it to be maintained hereunder with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and which policies will include a provision for cancellation only upon 10 days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.

14.2 Landlord shall carry, at no cost to Tenant, general liability insurance and property casualty insurance

appropriate for Landlord's improvements on the Property and in such amounts to cause the replacement / restoration of the Property (excluding Tenant's improvements and personal property) in the event of casualty.

14.3 Landlord and Tenant release each other and their respective officers, directors and employees and agents from any claims for any injury to any person or any property damage caused by, or that result from, risks insured against under any property or casualty insurance policies carried such insured party and in force at the time of any such injury or damage to the extent that such release and waiver does not invalidate any insurance policy held by such insured party. Landlord and Tenant shall exercise commercially reasonable efforts to cause each insurance policy it obtains to provide that the insurance carrier waives all right of recovery by way of subrogation against the other in connection with any injury or damage covered by any such property or casualty insurance policy.

15. INTERFERENCE. During the Term, Landlord, its successors and assigns will not grant any ground lease, license, easement or other rights with respect to the Property or any land adjacent to the Premises (i) for the Permitted Use; or (b) if such lease, license, easement or other right would detrimentally impact Tenant's Communications Facility or Tenant's use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Property or on any other property of Landlord and its controlled entities and affiliates adjacent or contiguous to or within a radius of 1 mile of the Property except for towers constructed by Tenant.

16. INTENTIONALLY DELETED.

17. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its Communications Facility located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facility, including the tower(s), building(s), guy anchors, and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its Communications Facility.

18. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease is to be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

19. CONDEMNATION. Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises or any portion thereof,

Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease be terminated or modified (other than an equitable abatement or adjustment of Rent) due to a condemnation without the prior written consent of Tenant.

20. DEFAULT. Should Landlord or Tenant fail to perform any of its respective covenants or obligations imposed upon it or breach any of its respective representations or warranties under this Lease (a "*Non-Performing Party*"), then the other party shall give the Non-Performing Party written notice of such breach or failure, at which time the Non-Performing Party shall be in default under this Lease; provided, however, to the extent such default is susceptible of being cured or remedied, the Non-Performing Party shall have the Cure Period to remedy such breach or failure prior to the Non-Performing Party being in default under this Lease. For purposes hereof, the "*Cure Period*" is a period of 15 days for monetary defaults and 30 days for non-monetary defaults, measured from the date of the Non-Performing Party's receipt of such notice of breach or failure; provided, if such non-monetary breach or failure cannot reasonably be cured within such 30-day period and the Non-Performing Party proceeds promptly after the receipt of such notice of such breach or failure to commence to remedy same and pursue curing such breach or failure with due diligence, Cure Period is extended for such period of time as may be necessary to complete such curing, not to exceed 60 days from the Non-Performing Party's receipt of such written notice of such breach or failure or such longer period of time as agreed by the other party. Upon a default by the Non-Performing Party that is not susceptible of being cured or if it is susceptible of being cured, that is not cured within the Cure Period will give rise to the other party being able to assert against the Non-Performing Party any remedies available at law or in equity, including the right to terminate this Lease, subject to Section 13.2. Notwithstanding the foregoing, should a Non-Performing Party fail to perform any of its obligations imposed upon it under this Lease and irreparable and immediate harm may befall the other party as a result of such failure, the other party may pursue injunctive relief immediately without the passage of the Cure Period.

21. ATTORNEY'S FEES. If any legal proceeding between Landlord and Tenant arise from, out of or based on this Lease, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and

expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and be taxed to the unsuccessful party as a part of such judgment.

22. SUBORDINATION AND TENANT'S LENDER.

22.1 This Lease is subordinate to all deeds of trust, mortgages and ground leases now or hereafter encumbering the Premises or Landlord's interest therein (collectively, "*Encumbrances*" and each, an "*Encumbrance*") provided Landlord, its lenders and other tenants (i) are bound by the terms of the Lease; (ii) agree not to disturb or disrespect Tenant's use or possession of the Premises or Tenant's other rights granted under this Lease in the event of a foreclosure of such Encumbrance so long as Tenant is not in default hereunder beyond any applicable cure period; and (iii) agree not to join Tenant as party defendant in any such foreclosure proceeding taken by it unless otherwise required by applicable law. With regard to any Encumbrance, Landlord covenants and agrees that, upon the request of Tenant, it shall use its best efforts to cause the beneficial holder of such Encumbrance to execute a customary subordination, non-disturbance and attornment agreement with regard to this Lease. In addition, each of Landlord and Tenant will, within 10 days after the request of the other party, execute and deliver to the other party, an estoppel letter as to such factual matters relating to the Lease as are reasonably requested by such other party, its lender or prospective successor-in-interest.

22.2 Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in the Lease and all of Tenant's personal property and fixtures attached to the Premises, and furthermore consents to the exercise by Tenant's lender ("*Tenant's Lender*") of its rights of foreclosure with respect to its lien and security interest in Tenant's interest therein. Landlord agrees to recognize Tenant's Lender as the tenant under this Lease upon any such exercise by Tenant's Lender of its rights of foreclosure. Landlord hereby (i) agrees that any lien or security interest in favor of Landlord which arises by law or pursuant to the Lease is subordinate to the lien and security interest of Tenant's Lender in the collateral securing all indebtedness at any time owed by Tenant to Tenant's Lender (the "*Collateral*"), and (ii) furthermore agrees that upon an event of default under the loan documents between Tenant and Tenant's Lender or the Lease, Tenant's Lender shall be fully entitled to exercise its rights against the Collateral prior to the exercise by Landlord of any rights which it may have therein, including entry upon the Premises and removal of the Collateral free and clear of Landlord's lien and security interest.

22.3 To the extent that Tenant or Tenant's Lender has given notice to Landlord of Tenant's Lender's security interest in the Lease and other Collateral and an address to which Landlord is to provide notices to Tenant's Lender; (i) Landlord agrees to give Tenant's Lender written notice of any breach, failure or default of the terms of the Lease within 15 days after the occurrence thereof, at such address as is specified to Landlord by Tenant's Lender; (ii) Landlord agrees that no default under the Lease is deemed to have occurred unless notice of such breach, failure or default is also given to Tenant's Lender and any applicable cure period has passed; and (iii) in the event of any such breach, failure or default under the terms of the Lease, Tenant's Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional 60 days after any applicable cure period to cure or correct any such breach, failure or default (whether the same shall consist of the failure to pay rent or the failure to perform), and Landlord agrees to accept such payment or performance on the part of Tenant's Lender as though the same had been made or performed by Tenant. Landlord agrees that it shall not exercise its right to terminate the Lease or any of its other rights under the Lease upon breach or default of the terms of the Lease without so affording Tenant's Lender the foregoing notice and periods to cure any default or breach under the Lease. In the case of termination of this Lease for any reason or if this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, (i) Landlord shall give prompt notice thereof to Tenant's Lender consistent with this Section 22.3; and (ii) on written request of Tenant's Lender made any time within 30 days after the giving of such notice by Landlord, Landlord shall promptly execute and deliver a new lease of the Premises to Tenant's Lender or its designee or nominee for the remainder of the Term (as if this Lease were not terminated, rejected or disaffirmed) upon all the covenants, conditions, limitations and agreements contained herein (including options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Tenant's Lender (A) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Lease up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Lease and the preparation of the new lease, and (B) shall cure all defaults existing under this Lease which are susceptible to being cured by Tenant's Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Tenant's Lender shall have otherwise complied with the provisions of this Section 22.3, Tenant's Lender shall have no obligation to cure any defaults which are not susceptible to being cured by such Lender (for example, the bankruptcy of Tenant).

For so long as Tenant's Lender shall have the right to enter into a new lease with Landlord pursuant to this Section 22.3, Landlord shall not enter into a new lease of the Premises with any person or entity other than Tenant's Lender without the prior written consent of Tenant's Lender.

22.4 The provisions of Section 22.3 shall survive the termination, rejection or disaffirmance of this Lease and will continue in full force and effect thereafter to the same extent as if Section 22.3 was a separate and independent contract made among Landlord, Tenant and Tenant's Lender and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease, Tenant's Lender may use and enjoy the leasehold estate created by this Lease without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Tenant's Lender is deemed a separate agreement between Landlord and Tenant's Lender, separate and apart from this Lease as well as a part of this Lease and is unaffected by the rejection of this Lease in any bankruptcy proceeding by any party.

22.5 Upon the execution and delivery of a new lease under Section 22.3, all subleases which theretofore have been assigned to, or made by, Landlord with respect to the Communications Facility shall be assigned and transferred, without recourse, by Landlord to the tenant named in such new lease or a third-party manager capable of administering such subleases. Between the date of termination of this Lease and the date of execution of the new lease, if a Tenant Lender shall have requested a new lease as provided in Section 22.3, Landlord shall not cancel any subleases or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) without the consent of Tenant's Lender.

22.6 If Landlord has been given notice of Tenant's Lender as provided in Section 22.3, (i) this Lease shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Lease by Tenant, without the prior written consent of Tenant's Lender and (ii) Landlord shall not have the right to terminate this Lease in the event of a casualty or condemnation without the prior written consent of Tenant's Lender.

22.7 The provisions of this Section 22 are for the benefit of Tenant's Lender and may be relied upon and shall be enforceable by Tenant's Lender as if Tenant's Lender were a party to this Lease. Notwithstanding the foregoing, Landlord acknowledges that nothing contained herein is deemed or to be construed to obligate Tenant's Lender to take any action hereunder or to perform or discharge any obligation, duty or liability of Tenant under this Lease.

23. NOTICES. All notices under this Lease shall be in writing either personally delivered (with receipt for delivery); mailed via United States certified mail, return receipt requested; or transmitted by overnight courier for next business day delivery to the notice addresses of Landlord and Tenant set forth in Section 1. Notices will be deemed to have been given upon either receipt or rejection. The parties each reserve the right to modify or change their notice addresses set forth in Section 1 by providing notice to the other party as otherwise provided in this section, with such new notice address being effective 15 days after receipt by the other party.

24. MISCELLANEOUS.

24.1 Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.

24.2 If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

24.3 All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

24.4 Failure of party to insist on strict performance of any of the conditions or provisions of this Lease or failure to exercise any of a party's rights hereunder, shall not waive such rights.

24.5 This Lease is to be governed by and construed in accordance with the laws of the state in which the Premises are located.

24.6 This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Premises or the subject matter hereof. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

24.7 This Lease is an appurtenance of and runs with the land and is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

24.8 A short-form memorandum of this Lease substantially in the form as depicted in Exhibit 4 attached hereto may be recorded at Landlord or Tenant's option and at the expense of the requesting party.

24.9 This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any counterpart delivered by facsimile, pdf, commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or

manually signed counterparts and shall be valid, enforceable and binding for the purposes of this Lease

24.10 The pronouns of any gender shall include the other gender, and either the singular or the plural shall include the other, as the context requires. "Include" and


"including" and their derivatives are to be construed as illustrative but not limiting. References in this Lease to sections refer to those sections of this Lease unless the context expressly requires otherwise. Headings of sections are for convenience only and are not be considered in construing the meaning of the contents of such sections.

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SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.


LANDLORD:

Cabarrus County, a North Carolina body politic and political subdivision


By: 
Name: MICHAEL K DOWNS
Title: COUNTY MANAGER
Date: 11/15/17

TENANT:

Eco-Site, LLC, a Delaware limited liability company

By: 
Name: Robert Glosson
Title: Vice President + COO
Date: 11/14/17

This instrument has been pre-audited in the manner Required by the Local Government Budget and Fiscal Control Act.

By: 
Finance Director, Cabarrus County, NC

Date: 11-13-17

EXHIBIT 1

Description of Parent Tract

LEASE AREA
(AS SURVEYED)

ECO-SITE & FIDELITY NATIONAL TITLE INSURANCE COMPANY
"NC-0028 ROCKLAND CIRCLE"
5CT1055

All that tract or parcel of land lying and being in the City of Concord, Township 11, Cabarrus County, North Carolina, being more particularly described as follows:

To find the point of beginning, commence at a 1-inch open-top pipe found at the southeast corner of the lands of Cabarrus County as shown on recombination plat recorded in Map Book 57 Page 66 in the Office of the Register of Deeds of Cabarrus County, said open-top pipe having a North Carolina state plane coordinate value of N=600863.56, E=1521792.27; thence along a tie line, North 32°57'20" West, 289.41 feet to a point and the true POINT OF BEGINNING; Thence, North 43°29'58" West, 75.00 feet to a point; Thence, North 46°30'02" East, 75.00 feet to a point; Thence, South 43°29'58" East, 75.00 feet to a point; Thence, South 46°30'02" West, 75.00 feet to a point; and the POINT OF BEGINNING.

Said tract contains 0.1291 acres (5,625 square feet), more or less, as shown in a survey prepared for Eco-Site and Fidelity National Title Insurance Company by Point to Point Land Surveyors, Inc. dated April 28, 2017, and last revised October 31, 2017.

EXHIBIT 2

The Premises is described as follows, subject to replacement by a surveyed legal description when available:

I. Tower Compound Legal Description:

LEASE AREA
(AS SURVEYED)
ECO-SITE & FIDELITY NATIONAL TITLE INSURANCE COMPANY
"NC-0028 ROCKLAND CIRCLE"
5CT1055

All that tract or parcel of land lying and being in the City of Concord, Township 11, Cabarrus County, North Carolina, being more particularly described as follows:

To find the point of beginning, commence at a 1-inch open-top pipe found at the southeast corner of the lands of Cabarrus County as shown on recombination plat recorded in Map Book 57 Page 66 in the Office of the Register of Deeds of Cabarrus County, said open-top pipe having a North Carolina state plane coordinate value of N=600863.56, E=1521792.27; thence along a tie line, North 32°57'20" West, 289.41 feet to a point and the true POINT OF BEGINNING; Thence, North 43°29'58" West, 75.00 feet to a point; Thence, North 46°30'02" East, 75.00 feet to a point; Thence, South 43°29'58" East, 75.00 feet to a point; Thence, South 46°30'02" West, 75.00 feet to a point; and the POINT OF BEGINNING.

Said tract contains 0.1291 acres (5,625 square feet), more or less, as shown in a survey prepared for Eco-Site and Fidelity National Title Insurance Company by Point to Point Land Surveyors, Inc. dated April 28, 2017, and last revised October 31, 2017.

II. Access and Utility Easement Legal Description:

30' NON-EXCLUSIVE ACCESS/UTILITY EASEMENT
(AS SURVEYED)
ECO-SITE & FIDELITY NATIONAL TITLE INSURANCE COMPANY
"NC-0028 ROCKLAND CIRCLE"
5CT1055

Together with a 30-foot wide non-exclusive access/utility easement lying and being in the City of Concord, Township 11, Cabarrus County, North Carolina, being more particularly described as follows:

To find the point of beginning, commence at a 1-inch open-top pipe found at the southeast corner of the lands of Cabarrus County as shown on recombination plat recorded in Map Book 57 Page 66 in the Office of the Register of Deeds of Cabarrus County, said open-top pipe having a North Carolina state plane coordinate value of N=600863.56, E=1521792.27; thence along a tie line, North 32°57'20" West, 289.41 feet to a point; thence, North 43°29'58" West, 75.00 feet to a point; thence, North 46°30'02" East, 75.00 feet to a point and the true POINT OF BEGINNING; Thence, North 46°30'02" East, 15.00 feet to a point; Thence, South 43°29'58" East, 22.04 feet to a point; Thence, North 60°33'23" East, 110.93 feet to a point on the westerly right-of-way line of U.S. Highway 601 Bypass (also known as Warren C. Coleman Boulevard and having a variable width right-of-way); Thence along said westerly right-of-way line of U.S. Highway 601 Bypass, 31.09 feet along the arc of a curve to the left, having a radius of 2013.00 feet and being scribed by a chord bearing, South 44°37'50" East, 31.09 feet to a point; Thence leaving said westerly right-of-way line of U.S. Highway 601 Bypass and running, South 60°33'23" West, 111.56 feet to a point; Thence, South 43°32'42" East, 21.96 feet to a point; Thence, South 46°13'28" West, 15.02 feet to a point; Thence, North 43°29'58" West, 75.00 feet to a point; and the POINT OF BEGINNING.

Said tract contains 0.1024 acres (4,461 square feet), more or less, as shown in a survey prepared for Eco-Site and Fidelity National Title Insurance Company by Point to Point Land Surveyors, Inc. dated April 28, 2017. and last revised October 31, 2017.

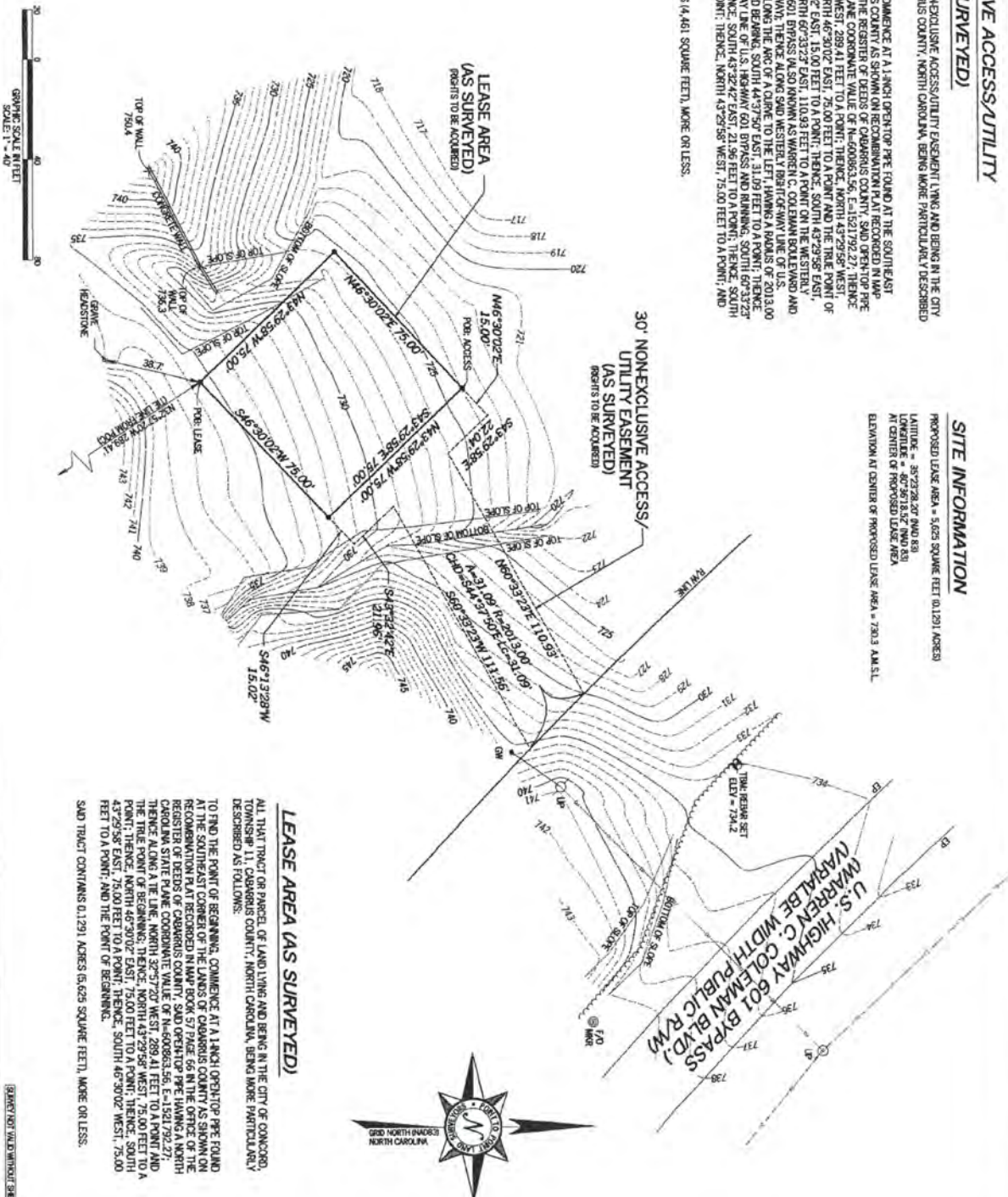
EXHIBIT 3

Survey (depicting Tower Compound and Access and Utility Easement(s))

TOGETHER WITH A 30-FOOT WIDE NON-EXCLUSIVE ACCESS/UTILITY EASEMENT LYING AND BEING IN THE CITY OF CONCORD, TOWNSHIP 11, CABARRUS COUNTY, NORTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PROPOSED LEASE AREA = 5,625 SQUARE FEET (0.1291 ACRES)
 LATITUDE = 35°23'28.20" (NAD 83)
 LONGITUDE = -80°36'18.52" (NAD 83)
 AT CENTER OF PROPOSED LEASE AREA
 ELEVATION AT CENTER OF PROPOSED LEASE AREA = 730.3 AM SL

TO FIND THE POINT OF BEGINNING, COMMENCE AT A NATCH OIL FIELD ON THE SOUTHWEST CORNER OF THE LOTS OF CARRABASS COUNTY AS SHOWN ON RECONSTRUCTION PLAT RECORDED IN MAP BOOK 87 PAGE 66; IN THE OFFICE OF THE REGISTER OF DEEDS OF DOUGLASS COUNTY, SOUTH OREGON COUNTY, NORTH CAROLINA, STATE NO. WEST-298.41 FEET TO A POINT, THENCE, NORTH 43°29'56" WEST, 75.00 FEET TO A POINT, THENCE, NORTH 66°30'02" EAST, 75.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING, THENCE, NORTH 46°30'02" EAST, 15.00 FEET TO A POINT, THENCE, SOUTH 43°29'56" EAST, 22.04 FEET TO A POINT, THENCE, NORTH 66°33'43" EAST, 110.93 FEET TO A POINT ON THE WESTLY BOUNDARY-LINE OF U.S. HIGHWAY 601 BRVSSA MCDONNELL'S MARSHED, COLLEMAN D. WARD AND HENRY J. HANCOCK, PART OF THE ESTATE OF JOHN R. HANCOCK, JR., DECEASED, BY WILL, AND HEIR, ALL INTERESTS, 31.09 FEET ALONG THE ARC OF A CIRCLE TO THE LEFT, HAVING RADII OF 2013.00 FEET, AND BEING SURVEYED BY A CHORD BEGINS, SOUTH 44°33'50" EAST, 1.10 FEET TO A POINT, THENCE, LEAVING SAID WESTLY BOUNDARY-LINE OF U.S. HIGHWAY 601 BRVSSA AND RUNNING, SOUTH 66°33'43" EAST, 111.56 FEET TO A POINT, THENCE, SOUTH 43°52'42" EAST, 21.96 FEET TO A POINT, THENCE, NORTH 45°13'58" WEST, 15.02 FEET TO A POINT, THENCE, NORTH 43°29'56" WEST, 75.00 FEET TO A POINT, AND THE POINT OF BEGINNING.

[illegible]

TO THE POINT OF BEGINNING, COMMENCE AT A POINT 0.9341 POE POE FOUND AT THE SOUTHERLY CORNER OF THE LOTS OF CHADWICKS COUNTY, SASSA WOOD, RECOMBINATION PLAT RECORDED IN LAW BOOKS 37 PAGE 66 IN THE OFFICE OF THE REGISTER OF DEEDS OF CHADWICKS COUNTY, SOUTH OREGON; RUN A NORTH CAROLINA STATE FENCE CORRESPONDING W/ALSO OF 0.00638336, E=1541.792.72; THENCE ALONG A LINE NORTH 32°59'20" WEST, 289.41 FEET TO A POINT AND THE TRUE BEARING OF THE LINE, 32°59'20" WEST, 289.41 FEET TO A POINT AND 43°29'38" EAST, 75.000 FEET TO A POINT; THENCE SOUTH 43°29'38" EAST, 75.000 FEET TO A POINT; THENCE SOUTH 43°29'38" WEST, 75.000 FEET TO A POINT; AND THE POINT OF BEGINNING.

SOUTH TRACT CONTAINS 0.1291 ACRES 6,625 SQUARE FEET, MORE OR LESS.

Firm License Number: C-4145
531 Keisler Drive, Suite 104
Cary, NC 27518
(direct) 984.242.0864 (main) 866.706-9114
(w) p2pls.com



240 LEDGH FARM ROAD
SUITE 230
DURHAM, NC 27707

SITE NO. 5CT10
CITY OF CONCORD

CALDWELL COUNTY
NORTH CAROLINA

DRAWN BY: MGN

DATE: APR. 28, 2017

P2P JOB #: M170113



EXHIBIT 4

MEMORANDUM OF LEASE

[TO BE CONFORMED TO PROVISIONS OF LEASE WHEN FULLY NEGOTIATED]
[FORM ONLY – DO NOT EXECUTE]

Prepared by and return to:
Eco-Site, LLC
240 Leigh Farm Road
Suite 415
Durham, NC 27707

Eco-Site Site Name: Rockland Circle
Eco-Site Site Number: NC-0028

MEMORANDUM OF LEASE

This Memorandum of Lease evidences a Lease ("**Lease**") dated as of _____ between Cabarrus County, a North Carolina body politic and political subdivision ("**Landlord**"), whose address is 111 Union Cemetery Road SW, Concord, North Carolina 28027 and **Eco-Site, LLC**, a Delaware limited liability company, whose mailing address is 240 Leigh Farm Rd, Suite 415, Durham, North Carolina 27707 ("**Tenant**"), with regard to that certain real property (the "**Premises**") as described on Exhibit 1 attached hereto, which Premises are located upon a tract of real property owned by Landlord and more particularly described on Exhibit 2 attached hereto (the "**Property**"). The leasehold of the Premises commences on the date Tenant begins visible construction at the Premises (the "**Commencement Date**"), which Commencement Date is to be confirmed in writing from Tenant to Landlord, but shall occur no later than 2 years after the date of the Lease.

Landlord ratifies, restates and confirms the Lease and hereby leases to Tenant (i) that certain portion of the Property (the "**Tower Compound**") for communications and related purposes as more particularly described in the Lease and (ii) an appurtenant, non-exclusive leasehold easement (the "**Access and Utility Easement**") over certain portions of the Property to access the Tower Compound (the Tower Compound and the Access and Utility Easement being more particularly described on Exhibit 1.

The Lease provides for the lease by Landlord to Tenant of the Premises for [an initial] term of 10 years, commencing on the Commencement Date, with 3 renewal options of an additional 5 years each, for a maximum term (including renewal terms) of 25 years. The Lease further provides for the following:

1. Landlord will attorn to any lender of Tenant and will subordinate any Landlord's lien upon the Premises or property located thereon, to the liens of Tenant's lender.

2. The Lease restricts Landlord's ability to utilize or allow the utilization of its adjacent property for the construction, operation and/or maintenance of communications towers and related facilities.

3. The Access and Utility Easement is a non-exclusive grant of an easement from Landlord to Tenant between a public right of way abutting the Property, for the purpose of ingress and egress for the benefit of, and access to, the Tower Compound, as well as for the construction, installation, operation and maintenance of overhead and underground electric, gas and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change, remove and replace such facilities.

3. The Tower Compound may be used exclusively by Tenant for all legal purposes, including erecting, installing, operating and maintaining radio and communications towers, buildings, and related equipment, and accessing the same from a public right-of-way.

4. Tenant is entitled, without the consent of Landlord, to sublease and/or sublicense the Premises, or portions thereof, including any communications tower located thereon.

5. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT PAGE]*

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

LANDLORD:

Cabarrus County, a North Carolina body politic and political subdivision

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public for _____ County, _____, do hereby certify that _____ personally appeared before me this day and acknowledged he (or she), as _____ of _____, a _____, and that he (or she) as _____, being authorized to do so, executed the foregoing instrument on behalf of such entity.

Witness my hand and official seal, this the ____ day of _____, 201__.

(Signature of Notary)

Notary Public

My commission expires: _____

TENANT:

Eco-Site, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for _____ County, North Carolina, do hereby
certify that _____ personally appeared before me this day and acknowledged he (or she), as
_____ of Eco-Site, LLC, a Delaware limited liability company, and that he (or she) as
_____ being authorized to do so, executed the foregoing instrument on behalf of the company.

Witness my hand and official seal, this the ____ day of _____, 201__.

(Signature of Notary)

Notary Public

My commission expires: _____

EXHIBIT 1 TO MEMORANDUM OF LEASE

Description of the Premises

The Premises is described or depicted as follows and shall be replaced with a surveyed legal description when available:

Tower Compound Legal Description:

LEASE AREA
(AS SURVEYED)
ECO-SITE & FIDELITY NATIONAL TITLE INSURANCE COMPANY
"NC-0028 ROCKLAND CIRCLE"
5CT1055

All that tract or parcel of land lying and being in the City of Concord, Township 11, Cabarrus County, North Carolina, being more particularly described as follows:

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Said tract contains 0.1291 acres (5,625 square feet), more or less, as shown in a survey prepared for Eco-Site and Fidelity National Title Insurance Company by Point to Point Land Surveyors, Inc. dated April 28, 2017, and last revised October 31, 2017.

Access and Utility Easement Legal Description:

30' NON-EXCLUSIVE ACCESS/UTILITY EASEMENT
(AS SURVEYED)
ECO-SITE & FIDELITY NATIONAL TITLE INSURANCE COMPANY
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Together with a 30-foot wide non-exclusive access/utility easement lying and being in the City of Concord, Township 11, Cabarrus County, North Carolina, being more particularly described as follows:

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EXHIBIT 2 TO MEMORANDUM OF LEASE

Description of the Property

TOGETHER WITH A 30-FOOT WIDE NON-EXCLUSIVE ACCESS/UTILITY EASEMENT LYING AND BEING IN THE CITY OF CONCORD, TOWNSHIP 11, CABARRUS COUNTY, NORTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PROPOSED LEASE AREA = 5,625 SQUARE FEET (0.1291 ACRES)
 LATITUDE = 35°23'28.20" (NAD 83)
 LONGITUDE = -80°36'18.52" (NAD 83)
 AT CENTER OF PROPOSED LEASE AREA
 ELEVATION AT CENTER OF PROPOSED LEASE AREA = 730.3 AM SL

[illegible]

ALL THAT OR PART OF LAND, LING AND BEING IN THE CITY OF CONCORD, TOWNSHIP 11, CARROLLS COUNTY, NORTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/4 INCH OPEN TOP PILE FOUND AT THE SOUTHEAST CORNER OF THE LAWS OF CARROLLS COUNTY AS SHOWN ON THE RECONSTRUCTION PLAT RECORDED IN LAW BOOK 57 PAGE 66 IN THE OFFICE OF THE COMMISSIONER OF DEEDS OF CARROLLS COUNTY, S/D OPEN TOP PILE HAVING A NORTH CAROLINA STATE PLATE, CORRESPONDANT VALUE OF \$6-606863, 55 E. 15121793-27; THENCE ALONG A TIE LINE, NORTH 32°57'20" WEST, 289.41 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE, NORTH 43°29'58" WEST, 75.00 FEET TO A POINT; THENCE, NORTH 45°30'02" WEST, 75.00 FEET TO A POINT; THENCE, SOUTH 43°29'58" WEST, 75.00 FEET TO A POINT; AND THE POINT OF BEGINNING.

AND TRACT CONTAINS 0.1291 ACRES (5,625 SQUARE FEET), MORE OR LESS.

Legend	
POB	Place of Birth
POC	Place of Childhood
POA	Place of Arrival
POI	Place of Immigration
POF	Place of First Residence
POH	Place of Home
POJ	Place of Journey
POK	Place of Knowledge
POL	Place of Learning
POM	Place of Memory
PON	Place of Nourishment
POO	Place of Origin
POP	Place of Power
POQ	Place of Quality
POR	Place of Residence
POS	Place of Success
POU	Place of Use
POV	Place of View
POW	Place of Work
POX	Place of Experience
POY	Place of Youth
POZ	Place of Zone
POAA	Place of American
POAB	Place of African
POAC	Place of Asian
POAD	Place of Australian
POAE	Place of European
POAF	Place of African
POAG	Place of American
POAH	Place of African
POAI	Place of Asian
POAJ	Place of Australian
POAK	Place of African
POAL	Place of American
POAM	Place of African
POAN	Place of Asian
POAO	Place of Australian
POAP	Place of African
POAQ	Place of Asian
POAR	Place of Australian
POAS	Place of African
POAT	Place of Asian
POAU	Place of Australian
POAV	Place of African
POAW	Place of Asian
POAX	Place of Australian
POAY	Place of African
POAZ	Place of Asian
POBA	Place of African
POBB	Place of African
POBC	Place of African
POBD	Place of African
POBE	Place of African
POBF	Place of African
POBG	Place of African
POBH	Place of African
POBI	Place of African
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POBL	Place of African
POBM	Place of African
POBN	Place of African
POBO	Place of African
POBP	Place of African
POBQ	Place of African
POBR	Place of African
POBS	Place of African
POBT	Place of African
POBU	Place of African
POBV	Place of African
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POBX	Place of African
POBY	Place of African
POBZ	Place of African
POCA	Place of African
POCB	Place of African
POCC	Place of African
POCD	Place of African
POCE	Place of African
POCF	Place of African
POCG	Place of African
POCH	Place of African
POCI	Place of African
POCJ	Place of African
POCK	Place of African
POCL	Place of African
POCM	Place of African
POCN	Place of African
POCO	Place of African
POCP	Place of African
POCQ	Place of African
POCR	Place of African
POCS	Place of African
POCT	Place of African
POCU	Place of African
POCV	Place of African
POCW	Place of African
POCX	Place of African
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PODI	Place of African
PODJ	Place of African
PODK	Place of African
PODL	Place of African
PODM	Place of African
PODN	Place of African
PODO	Place of African
PODP	Place of African
PODQ	Place of African
PODR	Place of African
PODS	Place of African
PODT	Place of African
PODU	Place of African
PODV	Place of African
PODW	Place of African
PODX	Place of African
PODY	Place of African
PODZ	Place of African
POEA	Place of African
POEB	Place of African
POEC	Place of African
POED	Place of African
POEE	Place of African
POEF	Place of African
POEG	Place of African
POEH	Place of African
POEI	Place of African
POEJ	Place of African
POEK	Place of African
POEL	Place of African
POEM	Place of African
POEN	Place of African
POEO	Place of African
POEP	Place of African
POEQ	Place of African
POER	Place of African
POES	Place of African
POET	Place of African
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POFB	Place of African
POFC	Place of African
POFD	Place of African
POFE	Place of African
POFF	Place of African
POFG	Place of African
POFH	Place of African
POFI	Place of African
POFJ	Place of African
POFK	Place of African
POFL	Place of African
POFM	Place of African
POFN	Place of African
POFO	Place of African
POFP	Place of African
POFQ	Place of African



* SPECIFIC PURPOSE SURVEY PREPARED BY:
**POINT TO POINT
LAND SURVEYORS**
Firm License Number: C-4145
531 Keisler Drive, Suite 104
Cary, NC 27518



<p>240 LIGTH FARM ROAD SUITE 250 DURHAM, NC 27707</p>	<p>ECOSITE</p>
<p>DATE: APRIL 28, 2017</p>	<p>APPROVED BY: JAL</p>
<p>PREP JOB #: N170113</p>	<p>APPROVED: C. REER</p>
<p>DRYDOWN BY: NEW</p>	<p>CITY OF CONCORD TOWNSHIP 11 CARROLLS COUNTRY NORTH CAROLINA</p>
<p>SITE NO. 5C71</p>	<p>NC-0028 ROCKLAND</p>

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

County Manager - Zipline Presentation

BRIEF SUMMARY:

Zipline is an international medical logistics company that uses autonomous aircraft to safely deliver medical products to health facilities and patient homes. Zipline built its first U.S. commercial facility in Cabarrus County in 2020 and appreciates the opportunity to update the Board of Commissioners on our upcoming commercial operations launch and answer questions about our service.

REQUESTED ACTION:

Receive information

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Alex Busker, Strategic Account Director for Zipline

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Presentation



zipline



Charlotte, NC
Distribution Center
Launched May 2020

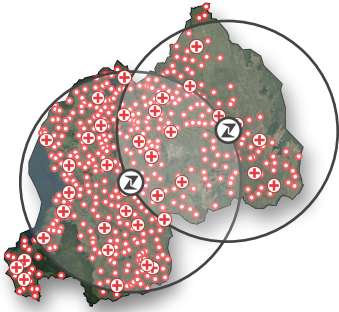
Our mission is to provide every
human on Earth with instant
access to vital medical supplies



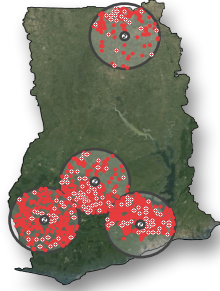


zipline

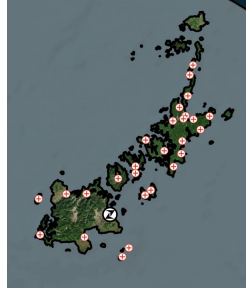
National scale medical drone delivery since 2016



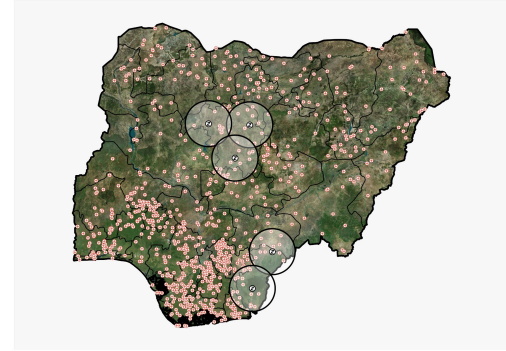
Rwanda



Ghana



Japan



Nigeria

- Began by flying blood to local clinics in Rwanda in 2016
- Launched in Ghana in 2019 - launching in Japan and Nigeria in 2021
- 2,500 health facilities under contract
- 11 million autonomous miles flown, 170,000 commercial deliveries
- Largest commercial autonomous system on earth

Zipline - Cabarrus County Distribution Center



Zipline – North Carolina Partnership in 2020



Integration Pilot Program Partnership FAA - NCDOT - Zipline



Launched May 2020 supporting Novant Health PPE distribution near Charlotte

- **5,000+** miles flown
- **18,300+** units of PPE delivered to frontline medical staff
- Routes **14 miles / 35 minutes**
- Product of strong **IPP partnership**
- NC **"first in flight"** once again

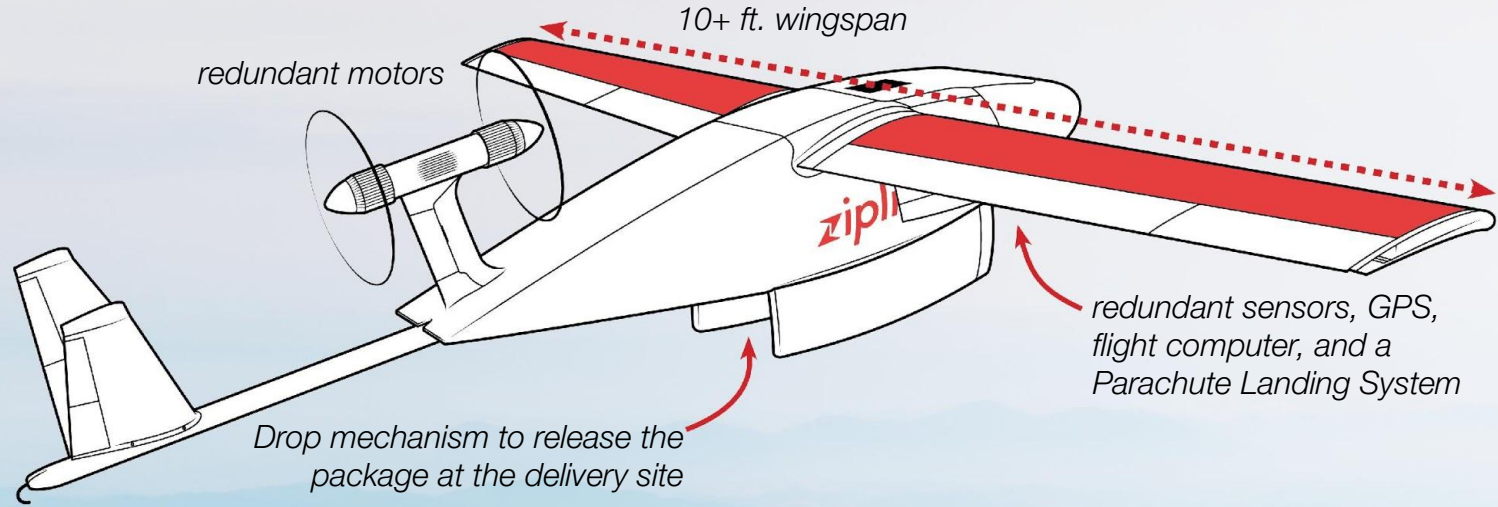
Pharmacy and Home Delivery in North Carolina in 2021

Commercial operations expected to begin in late summer 2021

- **Over the counter** medical products to local pharmacies
- **Specialty pharmaceutical** products to customers' homes
- Zipline will **not fly opioids or controlled substances**



Zip Designed for Minimal Community Impact



- Continuously monitored
- **50+ mile** service radius
- **60+ knots** cruising speed
- **3.9 lbs** payload
- **2 hour** flight time
- Fully **autonomous**
- **30 dB** while flying overhead
- **No landing** needed to deliver

Interested in visiting the site
or have additional questions?

flyzipline.com/northcarolina
or email
northcarolina@flyzipline.com

zipline



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Courthouse Expansion Project Update

BRIEF SUMMARY:

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

REQUESTED ACTION:

No action required.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▣ Pictorial Update









CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Emergency Equipment Warehouse and Technology Services Project Update

BRIEF SUMMARY:

Staff will provide an update on the Cabarrus County Emergency Equipment Warehouse and Technology Services project.

REQUESTED ACTION:

No action required.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

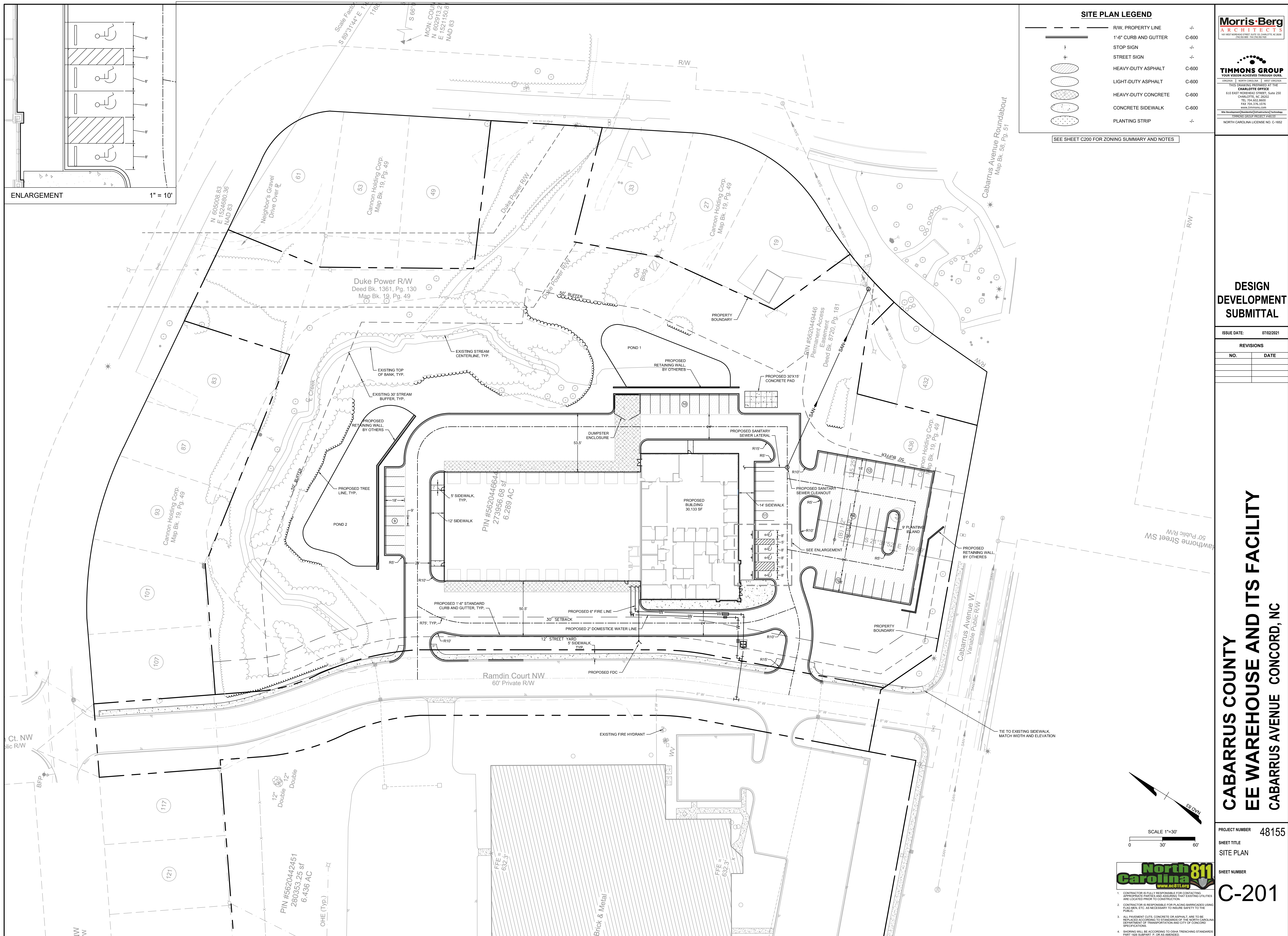
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Site Map

- ▣ Floor Plan
- ▣ Facility Render



TEAM LEGEND

- CIRCULATION
- CUSTOMER SERVICE
- CYBER SECURITY
- DESKTOP SUPPORT
- DEVELOPER
- ENTERPRISE
- LEADERSHIP
- NACS
- PHYSICAL SECURITY
- SUPPORT
- TAS



1 OVERALL FLOOR PLAN
1/8" = 1'-0"

CABARRUS COUNTY
EE WAREHOUSE AND ITS FACILITY
CABARRUS AVENUE CONCORD, NC

PROJECT NUMBER 2019

SHEET TITLE
COLORED FLOOR PLAN

SHEET NUMBER



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

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

BRIEF SUMMARY:

Staff will provide an update on the Frank Liske Park Barn Rebuild Project including updates on design and cost estimates.

REQUESTED ACTION:

No action required.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

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

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Innovation and Technology - Innovation Report

BRIEF SUMMARY:

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

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

REQUESTED ACTION:

Receive report.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Debbie Brannan, Area Manager of Innovation and Technology

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Modernization of the Discharge of Firearms and Air Guns Ordinance

BRIEF SUMMARY:

Under current law, no person may discharge a firearm or air compression gun of any kind within 500 yards of any occupied building, as well as any residence, business, house of worship, educational facility, park facility, or any other public gathering facility, regardless of whether these places are occupied business.

The proposed ordinance is intended to implement standards for the discharge of firearms that may cause injury, death, or damage to personal property, while preserving the individuals' personal freedom to engage in such activities and promoting public health, safety, welfare, comfort, and prosperity of the citizens of Cabarrus County.

The proposed ordinance would do the following:

- (1) Subsection (b) prohibits the discharge of a firearm or air gun in a negligent manner, while under the influence of drugs or alcohol, on or across public roads.
- (2) Subsection (c) prohibits a person from shooting on or across another person's property without permission.
- (3) Subsection (d) prohibits the discharge of a firearm or air gun within 500 yards of any occupied building, as well as any residence, business, house of worship, educational facility, park facility, or any other public gathering facility, regardless of whether these places are occupied business. However, there are various exceptions to this limitation, including discharges:
 - a. as part of hunting activities authorized by state law.
 - b. on a lawfully permitted shooting range
 - c. at shooting ranges operated by a law enforcement agency.
 - d. as part of a historical performances shooting blanks

e. by a person shooting targets on their property with certain safety precautions and permission of neighbors.

f. by a person hunting on their own property with permission of neighbors.

(4) These restrictions would not apply to discharges in self defense or as part of official military and law enforcement activities.

(5) This ordinance would only apply to the unincorporated areas in Cabarrus County not within the limits of any municipality.

(6) The penalty for violations is a Class 3 Misdemeanor with a fine of up to \$500.

REQUESTED ACTION:

Discuss ordinance

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Commissioner Strang

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Proposed Ordinance



ORDINANCE AMENDING SECTION 46-2 OF THE CABARRUS COUNTY CODE TO MODERNIZE RESTRICTIONS ON THE DISCHARGE OF FIREARMS AND AIR GUNS

WHEREAS, Sections 153A-129 and 153A-130 of the General Statutes of North Carolina authorize counties to adopt ordinances regulating, restricting, or prohibiting the discharge of firearms and other projectile guns; and

WHEREAS, the purpose of this ordinance is to implement standards for the discharge of firearms and air guns that may cause injury, death or damage to personal property; and

WHEREAS, the intent of this ordinance is to protect the personal freedom to use firearms and air guns, while promoting public health, safety, welfare, comfort and prosperity of the citizens of Cabarrus County.

NOW, THEREFORE BE IT ORDAINED that section 46-2 of the Code of Ordinances, Cabarrus County, North Carolina, is hereby amended to read as follows:

Sec. 46-2. - Discharge of firearms and air guns.

(a) Definitions.— In this section—

- (1) “air gun” means a device designed or used to expel a projectile using compressed air as a propellant with less than deadly force;
- (2) “firearm” means a device designed or used to expel a projectile using an explosive charge as a propellant, such as a handgun, shotgun, rifle, or cannon;
- (3) “shooting range” means an area designed and operated for the use of firearms, air guns, silhouettes, skeet, trap, black powder, or any other similar shooting.

(b) Manner of discharge restrictions.— No person may discharge a firearm or air gun—

- (1) carelessly and heedlessly, so as to endanger any person or property;
- (2) without due caution or circumspection and in a manner so as to endanger any person or property and resulting in the unlawful property damage or bodily injury of another;
- (3) while under the influence of an impairing substance, such as alcohol or a Schedule I controlled substance listed in G.S. 90-89;
- (4) after having consumed sufficient alcohol that he has, at any relevant time after the discharge, an alcohol concentration of 0.08 or more. The results of a chemical analysis shall be deemed sufficient evidence to prove a person's alcohol concentration;
- (5) while having any amount of a Schedule I controlled substance, as listed in G.S. 90-89, or its metabolites in his blood or urine; or

- (6) on, from, or across any public street, highway, or right-of-way.
- (c) Discharges on or around property of another—
 - (1) Discharge on property of another.— No person may discharge a firearm or air gun on the property of another without having permission from the property's owner or lessee at the time of the discharge on such property.
 - (2) Discharge entering the property of another.— No person may discharge a firearm or air gun causing the projectile to enter the property of another without having permission from the property's owner or lessee at the time of the discharge on such property.
- (d) Location restrictions.—
 - (1) In general.— No person may discharge a firearm or air gun within five hundred (500) feet of a—
 - (A) occupied building; or
 - (B) residence, business, house of worship, educational facility, park facility, or any other public gathering facility, regardless of whether these places are occupied.
 - (2) Measurement of distance.— For the purposes of this subsection, distance shall be measured from the point of discharge to the actual physical structure of a place or property listed in paragraph (1)(A)-(B).
 - (3) Exceptions.— Paragraph (1) shall not apply to the discharge of a firearm or air gun—
 - (A) at a shooting range permitted in compliance with the Cabarrus County Development Ordinance;
 - (B) at a shooting range or other training facility operated by a local, state, or federal law enforcement agency;
 - (C) by a person performing in an historical ceremony or commemorative function in which such discharge does involve the release of projectiles; or
 - (D) by a person participating in a school or organization sanctioned instructional or recreational activity intended to further the use of safe firearms practices by youths;
 - (E) a person target shooting on his own property (or on another's property if he has on his person written permission for the activity from the owner or lessee of the property) exhibiting reasonable regard for the safety and property of other persons if such person—
 - (i) using a backstop substantially in accordance with specifications promulgated by the National Rifle Association or any equivalent nationally recognized firearms safety organization for the type and caliber of firearms being fired; and
 - (ii) has on his person written permission for such activity from all persons owning any of the types of places or structures listed in paragraph (1)(A)-(B) which are located within 500 feet of the target shooting activity; or
 - (F) a person hunting on his own property (or on another's property if he has on his person written permission for the activity from the owner or lessee of the property) exhibiting reasonable regard for the safety and property of other persons if such person and has on his person written permission for such activity from all persons owning any of the types of places or structures listed

in paragraph (1)(A)-(B) which are located within 500 feet of the hunting activity.

- (e) General exceptions.— This section shall not apply to the discharge of a firearm or air gun—
- (A) by a person in defense of person or property;
 - (B) by a person acting pursuant to lawful directions of law enforcement officers;
 - (C) by a person hunting birds or animals in compliance with Chapter 113, Subchapter IV of the North Carolina General Statutes;
 - (D) by officers and enlisted personnel of the Armed Forces of the United States when in discharge of their official duties as such and acting under orders requiring them to carry arms and weapons, including for the purposes of training;
 - (E) by civil and law enforcement officers of the United States;
 - (F) by officers and soldiers of the militia and the National Guard when called into actual service, including for the purposes of training; or
 - (G) by officers of the State, or of any county, city, town, or company police agency charged with the execution of the laws of the State, when acting in the discharge of their official duties, including for the purposes of training; or
 - (H) by a person protecting person or property against the attack of any dangerous or destructive animal.
- (f) Applicability.— This section shall apply in areas of the county not in—
- (1) the corporate limits of any municipality; or
 - (2) an area of the county over which a municipality has jurisdiction to enact general police-power ordinances.
- (g) Enforcement. — Any person violating the provisions of this section shall, upon conviction thereof, be punished in accordance with section 1-7.

ADOPTED this _th day of _____, 2021.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

Attest:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - FY 21 Funding Re-appropriations

BRIEF SUMMARY:

Funds budgeted in the prior fiscal year (FY21) need to be carried-over to the current fiscal year (FY22) for use. These funds were not used in FY21 for a variety of reasons. Carrying-over these funds from FY21 to FY22, through an appropriation of fund balance or revenue for reimbursement grants, is required to complete purchases as planned.

REQUESTED ACTION:

Motion to amend the Fiscal Year 2021-2022 Budget Ordinance to allow the carry-over of unspent funds totaling \$1,542,407.82 from the 2020-2021 Budget Ordinance and authorize the County Budget Director to prepare the associated Budget Amendment.

EXPECTED LENGTH OF PRESENTATION:**SUBMITTED BY:**

Rosh Khatri, Budget Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Reappropriation Request
- ▢ Budget Amendment

Department	Project / Grant	Account Information Org-Object-Proj FY21 GL Codes	Account Information Org-Object-Proj FY22 GL Codes	Account Description	Amount	Justification (including impact if funding is not carried forward)
GENERAL GOVERNMENT						
Board of Commissioners	UNC SOG Course	00191110 9610	00191110 9610	Travel	\$ 2,000.00	The course was to be virtual, but the School of Government has decided to meet in person for the final week of class and for graduation. The funds are needed to cover the added travel, lodging and meal expenses to be incurred during that final week.
County Manager	Child Care Center	00191210-963701	00191210-963701	Child Care Tuition Assistance	\$ 452,581.75	Need to carry forward for childcare center expenditures. Center did not open in FY21 as expected.
Communications & Outreach	Historical Moments production	001912209114	001912209114 *Assuming the freelancer stays classified as a contracted employee	Contracted Employees	\$ 5,000.00	The project was not completed before July 1, 2021. The team paused production on the Methodist church episode of Historical Moments when the pandemic hit. The project editing required freelance support and, following County COVID guidance, we did not bring freelancers to the building. The completion of this project is important because of resources already dedicated to research, develop and film the project. This is likely to be the final chapter in a long and distinguished career for Judge Clarence Horton, who is also looking forward to seeing the final product. We've also received multiple inquiries regarding the air date and would like to work to complete the project in the first few months of FY22. Here is a suggested project timeline: Organize script & video, lay down A-roll: 1 – 2 weeks Lay down B-roll: 1 – 1.5 weeks Tweaking/polishing/fixing/sweetening: 1 week Add graphics/music/effect elements: 1 week Review/approval with Clarence & final cut export: 1-2 days
GENERAL GOVERNMENT TOTAL					\$ 459,581.75	
PUBLIC SAFETY						
Cabarrus County Sheriff's Office: Criminal Investigations	GrayKey License	00192110-9445	00192110-9445	Purchased Services	\$ 28,100.00	This reappropriation of funding will allow for the purchase of Graykey software which is used to extract data from phones and electronics that are on mobile platforms. This software allows access to devices even when they are “locked” meaning that when those that traffic in child pornography refuse to allow us access to their devices, we can still extract the data. This software license is an upgrade to our previous version due to the tremendous backlog in devices waiting to be extracted due to limited licensing we currently use. Total price \$ 46,100 with added features required; \$18,000 was already budgeted in FY 2022 Expansion.
Cabarrus County Sheriff's Office	Leads On Line/ Drone Sense	00192110-9445	001921109445	Purchased Services	\$ 7,000.00	This reappropriation of funding will cover Leads On Line, (\$ 6,400) which was in Continuation Budget and due to a MUNIS error was dropped and \$600 for Drone Sense, additional live view licenses. These licenses will allow up to ten (10) viewers, i.e. Command Staff without interruption of the Drone driver.
Cabarrus County Sheriff's Office: Motor Vehicles	Vehicle Upfits	00192110-9863	00192110-9863	Motor Vehicles	\$ 191,482.00	Vehicles ordered but will not be upfitted with all necessary equipment until they are received; includes Command Center upfits and decaling.
Cabarrus County Detention Center: SCAAP	SCAAP Funds	00192130-9853	00192130-9853	State Criminal Alien Asst. Grant	\$ 80,075.80	Funds restricted to Jail Projects: Ongoing Projects in the Jail related to incarcerating undocumented criminal aliens. BJA administers the State Criminal Alien Assistance Program (SCAAP) in conjunction with the Bureau of Immigration and Customs Enforcement (ICE) and Citizenship and Immigration Services, Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period.

Department	Project / Grant	Account Information Org-Object-Proj FY21 GL Codes	Account Information Org-Object-Proj FY22 GL Codes	Account Description	Amount	Justification (including impact if funding is not carried forward)
Cabarrus County Detention Center: Sheriff's APP	Network Communications Tech Grant (no match required)	00192130-9342-NCIC	00192130-9342-NCIC	NCIC Technology Grant	\$ 34,225.50	Grant Funds received from NCIC for Jail improvement projects. Unspent Revenue for Jail Technology to be spent in FY 2022 for Sheriff's App
Cabarrus County Sheriff's Office: Animal Control	Animal Control Motor Vehicle Replacement Upfits	00192140-9863	00192140-9863	Motor Vehicles	\$ 12,192.33	Upfits for Animal Control Vehicle ordered in June 2021, expected to be received in October, 2021
Cabarrus County Animal Shelter: Donations	Donations to the Shelter for Animal Welfare	00162145-6805	00192145-9605	Consultants	\$ 8,005.23	Animal Welfare Donations to fund medical care for animals requiring more extensive medical care than our policy prescribes.
Cabarrus County Animal Shelter	Cat Cages for safe intake of animals	00192145-9331	00192145-9860	Furniture and Equipment	\$ 9,000.00	We are beginning the process of replacing cat enclosures in 2 cat rooms: Adoption Room and Rescue Room to follow industry best practices. In conferences attended this year, it was emphasized that for overall cat health as well as for cats to show better (increasing adoption rates), cat enclosure set ups should no longer be the standard box style cages. Instead, it is recommended to have portalized cages where cats can have separation from their litter box and living area. This creates a more sanitary environment, allows for more room, less stress, all reducing risk of illness and allowing cats to show best for potential adopters. These monies were re-appropriated late in FY 2021, too late to have the cages designed and fabricated in FY 2021.
Planning & Development	Construction St. Purchased Services	00192410-9445	00192410-9445	Temp Emp/Software and Consultationg purchases	\$ 45,000.00	We have been using temps and have been working on software upgrades with Accela, may need to purchase additional enhancement softwares and/or consulttng services to fix issues. Been working on this for a few months.
Emergency Management	Emergency Management Performance Grant	00192710-9482	00192710-9482	EMPG	\$ 9,525.91	Grant funds to be rolled over to complete emergency operations projects.
Emergency Management	McGuire	00192710-9431	00192710-9431	McGuire	\$ 6,023.28	Continue to purchase supplies needed for expansion of the congregate reception center as detailed in the updated McGuire plan.
Emergency Management	Emergency Management Covid Response	00192710-9352	00192710-9352	Emergency Response	\$ 2,797.74	Supplies purchased in FY 21 to maintain the Covid response PPE stockpile failed to make it on the June p-card statement due to the posting date. The amount of this invoice exceeds the total amount of the account budget for FY 22.
EMS		00192730-9863	00192730-9863	Motor Vehicles	\$ 15,864.26	Demers was unable to complete the remounts (PO 2021066) in FY21. The balance of this line item covers tax, tag, title and lettering for those ambulance.
EMS		00192730-9331	00192730-9331	Minor Office Equip & Furniture	\$ 1,923.25	Purchase supplies for Station 10. Funds were requested for FY21 and station was occupied 7/1/2021.
PUBLIC SAFETY TOTAL					\$ 451,215.30	
ECONOMIC AND PHYSICAL DEVELOPMENT						
Planning	Consultants	00193230-9605	00193230-9605	Consultants	\$ 23,050.48	Request funds be carried over for special projects, including preliminary review and update of Central Area Land Use Plan Interlocal Agreement.
Community Development	HCCBG Grant	00193250-9493-HHIHR	00193250-9493-HHIHR	Operations	\$ 460.00	FY21 HHI Program consumer contributions that must be allocated and spent per grant requirements.
Soil and Water	Fencing for dock at Clarke Creek for safety when easement property opens to public	00193270-9445	00193270-9445	Purchased services	\$ 10,000.00	We have not gotten access to this property yet. It will be through the City's new park on Cox Mill Road. We should be able to access the property in the fall.
ECONOMIC AND PHYSICAL DEVELOPMENT TOTAL					\$ 33,510.48	
HUMAN SERVICES						
DHS/Transportation	Vaccine Clinic	00195240-9346-VACC	00195240-9346-VACC	Fuel	\$ 25,660.72	This grant pays for fuel to transport customers to vaccine clinics
DHS/Transportation	5311 Capital Grant	00195240-9831-0488	00195240-9831-0488	5311 Capital Grant	\$ 393,000.00	replacement of 6 vans to be purchased - approved late in fy21 & allowed to re-appropriate to fy22
Cooperative Extension	Cannon Foundation grant for 4-H	00195410-9102-4HCAN	00195410-9102-4HCAN	Part Time Employee	\$ 620.00	The grant was not completed before July 1, 2021. The anticipated completion date is

Department	Project / Grant	Account Information Org-Object-Proj FY21 GL Codes	Account Information Org-Object-Proj FY22 GL Codes	Account Description	Amount	Justification (including impact if funding is not carried forward)
	Afterschool Program	00195410-9104 4HCAN	00195410-9104 4HCAN	Temporary Employee	\$ 9,063.26	December 31, 2021. Funds need to be re-appropriated in order to pay for temporary employee hired for this project.
		00195410-9201-4HCAN	00195410-9201-4HCAN	Social Security	\$ 248.41	
		00195410-9202-4HCAN	00195410-9202-4HCAN	Medicare	\$ 202.85	
		00195410-9230-4HCAN	00195410-9230-4HCAN	Workers Compensation	\$ 263.45	
		00195410-9356 4HCAN	00195410-9356 4HCAN	4-H Supplies and Materials	\$ 2,796.99	
		00195410-9610 4HCAN	00195410-9610 4HCAN	Travel	\$ 154.23	
		00195410-9640-4HCAN	00195410-9640-4HCAN	Insurance and Bonds	\$ 138.98	
DHS/Child Welfare Services	Triple P Grant	00195630-94003	00195630-94003	Triple P Grant	\$ 3,514.63	Triple P funds are carried forward each year until expensed.
DHS/Child Welfare Services	Contracted Temp Staff	00195630-9445-TEMP	00195630-9445-TEMP	Purchased Services	\$ 12,479.22	Approved use of Contracted SW to assist with caseload reduction in Child Welfare Services for 6 months. 3 months in fy21 and 3 months in fy22
DHS/Child Welfare Services	Adoption Incentive Funds	00195630-9332	00195630-9332	Special Needs Kids Program	\$ 41,384.21	State funds required to be carried forward each year until expended in full. This money is for adoption awareness and to support children and families for adoption.
HUMAN SERVICES TOTAL					\$ 489,526.95	
CULTURE AND RECREATION						
Active Living and Parks	Senior Health and Wellness Expo	00168145-6624-SHWDE	00198145-9335-WELL	Wellness Program - Food	\$ 3,115.00	These identified registration funds were for the Senior Health and Wellness Expo during FY 20. We have been unable to host the event due to COVID-19 protocols and event exhibitors have agreed to transfer these registration fees toward the event in March of FY22.
Active Living and Parks	Senior Health and Wellness Expo	00168145-6624-SHWDS	00198145-9335-WELL	Wellness Program - Food	\$ 2,000.00	These identified sponsorship funds were for the Senior Health and Wellness Expo during FY 20. We have been unable to host the event due to COVID-19 protocols and event sponsors have agreed to transfer these funds toward the event in March of FY22.
			00198145-9336-WELL		\$ 500.00	
			00198145-9445-MISC		\$ 1,500.00	
Library	Public Library Association (PLA) - Inclusive Internship Initiative Program	00198240-9104	00198240-9104	Temporary Employees	\$ 2,561.50	The project was not completed before July 1, 2021. The anticipated completion date is not until end of August 2021. Funds need to be re-appropriated in order to pay the intern hired for this project.
Library	Cannon Grant FY21 - Furniture Replacement & Additions	00198240-9331	00198240-9331	Minor Office Equipment & Furniture	\$ 18,253.39	Some of the items needed for this project were backordered and not able to be delivered in FY21.
Library	Cannon Grant FY20- Book Locker System	00198240-9342	00198240-9342	Minor Technology Equipment	\$ 4,496.50	The book locker system implementation was significantly delayed by COVID-19. While the system itself has been delivered, it will still need to be moved and installed by Bibliotheca once a location has been identified. This will incur additional costs.
CULTURE AND RECREATION TOTAL					\$ 32,426.39	
TOTAL FUND BALANCE APPROPRIATED					\$ 1,466,260.87	

REIMBURSEMENT BASED GRANTS THAT WERE APPROVED IN FY21 BUT WILL BE COMPLETED IN FY22

ECONOMIC AND PHYSICAL DEVELOPMENT						
Community Development	Weatherization Program Grant	00163250-6227	00163250-6227	Revenue	\$ 15,986.00	The FY21 DOE Weatherization Assistance Program Grant was amended to include FY22 DOE funds (Cabco contract 20210296). The amendment was approved at the June Board of Commissioners meeting. Re-appropriating unexpended FY21 revenue and expenses to FY22 per grant requirements.
Community Development	Weatherization Program Grant	00193250-931501-WX	00193250-931501-WX	WX Health & Safety Materials	\$ 25.00	same

Department	Project / Grant	Account Information Org-Object-Proj FY21 GL Codes	Account Information Org-Object-Proj FY22 GL Codes	Account Description	Amount	Justification (including impact if funding is not carried forward)
Community Development	Weatherization Program Grant	00193250-931502-WX	00193250-931502-WX	WX Health & Safety Operations	\$ 1,510.00	same
Community Development	Weatherization Program Grant	00193250-9340-WX	00193250-9340-WX	WX Uniforms	\$ 183.00	same
Community Development	Weatherization Program Grant	00193250-9384-WX	00193250-9384-WX	WX Materials	\$ 9.00	same
Community Development	Weatherization Program Grant	00193250-9493-WX	00193250-9493-WX	WX Operations	\$ 9,985.00	same
Community Development	Weatherization Program Grant	00193250-9560-WX	00193250-9560-WX	WX Minor Equipment Maintenance	\$ 67.00	same
Community Development	Weatherization Program Grant	00193250-9610-WX	00193250-9610-WX	WX Travel & Education	\$ 8,594.00	same
Community Development	Weatherization Program Grant	00193250-9630-WX	00193250-9610-WX	WX Dues & Subscriptions	\$ 14.00	same
Community Development	Weatherization Program Grant	00193250-9493	00193250-9493	Operations	\$ (4,401.00)	This amount budgted in FY 22 includes admin and operations salary and benefits that is budgeted in 9101 and 92xx. Decrease this budget and instead of increasing FB
HUMAN SERVICES						
DHS/Transportation	5310 Grant	00165240-6342-5310	00165240-6342-5310	5310 Grant	\$ 26,316.95	Federal Grant running through March 2023
DHS/Transportation	5310 Grant	00195240-9472-0495	00195240-9472-0495	5310 Grant	\$ 26,316.95	Federal Grant running through March 2023
DHS/Senior Services	Family Caregiver Support Grant	00165760-6244-CARES	00165760-6244-CARES	Caregiver support	\$ 6,959.00	Funds for supporting caregivers w/ educational materials and outreach during COVID19
DHS/Senior Services	Family Caregiver Support Grant	00195760-9445-CARES	00195760-9445-CARES	Caregiver support	\$ 6,959.00	Funds for supporting caregivers w/ educational materials and outreach during COVID19
DHS/Senior Services	SHIIP Special Program (Fed)	00165760-6270-FED	00165760-6270-FED	Revenue Seniors Health Insurance Information Program	\$ 3,608.00	This Federal grant runs through September 2021. The SHIIP program is the Senior Health Insurance Information Program.
DHS/Senior Services	SHIIP Special Program (Fed)	00195760-9356-SHIIP	00195760-9356-SHIIP	Seniors Health Insurance Information Program	\$ 3,608.00	This Federal grant runs through September 2021. The SHIIP program is the Senior Health Insurance Information Program.
DHS/Senior Services	SHIIP Special Program State	00165760-6270-ST8	00165760-6270-ST8	Seniors Health Insurance Information Program	\$ 9,625.00	This is the State portion of the SHIIP grant. Due to COVID19 the funds have been allowed to carry forward in to the new fiscal year (FY22)
DHS/Senior Services	SHIIP Special Program State	00195760-9356-ST8	00195760-9356-ST8	Seniors Health Insurance Information Program	\$ 9,625.00	This is the State portion of the SHIIP grant. Due to COVID19 the funds have been allowed to carry forward in to the new fiscal year (FY22)
CULTURE AND RECREATION						
Active Living and Parks	Picnic Tables and Trash Receptacles	00198145-9496 CARES	00198145-9496 CARES	Senior Center Operations Grant Cares First Relief	\$ 13,652.00	Due to COVID-19, a higher urgency has been place on the development of outdoor classroom space. These remaining relief funds (must be expended by the end of September, 2021) coupled with Senior Center Operations Grant Funds will continue the expansion of multiuse areas at the Concord Senior Center. Funds need to be re-appropriated to FY22 to expand the back patio area as identified in the site masterplan.
Active Living and Parks	CSC Multipurpose Area Expansion	00168145-6345 CARES	00168145- 6345 CARES	Senior Center Operations Grant Cares First Relief	\$ 13,652.00	Cares First Relief funds are reimbursed and these are the associated revenues for the above expenses.
TOTAL REIMBURSEMENT GRANTS REAPPROPRIATED					\$ 76,146.95	
GRAND TOTAL REAPPROPRIATIONS					\$ 1,542,407.82	

Budget Revision/Amendment Request

Date: **8/16/2021**

Amount: **1,542,407.82**

Dept. Head: **Rosh Khatri**

Department: **County Manager**

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Funds budgeted in the prior fiscal year (FY21) need to be carried-over to the current fiscal year (FY22) for use. These funds were not used in FY21 for a variety of reasons. Carrying- over these funds from FY21 to FY22, through an appropriation of fund balance or revenue for reimbursement grants, is required to complete purchases as planned.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	1110-9610	Travel	41,946.00	2,000.00		43,946.00
001	6	1110-6901	Fund Balance Appropriated	-	2,000.00		2,000.00
001	9	1210-963701	Child Care Tuition Assistance		452,581.75		452,581.75
001	6	1210-6901	Fund Balance Appropriated	-	452,581.75		452,581.75
001	9	1220-9114	Contracted Employees	10,000.00	5,000.00		15,000.00
001	6	1220-6901	Fund Balance Appropriated	-	5,000.00		5,000.00
001	9	2110-9445	Purchased Services	1,432,158.56	28,100.00		1,460,258.56
001	9	2110-9445	Purchased Services	1,432,158.56	7,000.00		1,439,158.56
001	9	2110-9863	Motor Vehicles	1,229,200.00	191,482.00		1,420,682.00
001	6	2110-6901	Fund Balance Appropriated	-	226,582.00		226,582.00
001	9	2130-9853	State Criminal Alien Asst. Grt	-	80,075.80		80,075.80
001	9	2130-9342-NCIC	Minor Technology Equipment	-	34,225.50		34,225.50
001	6	2130-6901	Fund Balance Appropriated	-	114,301.30		114,301.30
001	9	2140-9863	Motor Vehicles	102,000.00	12,192.33		114,192.33
001	6	2140-6901	Fund Balance Appropriated	-	12,192.33		12,192.33

001	9	2145-9605	Consultants	24,800.00	8,005.23		32,805.23
001	9	2145-9860	Equipment & Furniture	-	9,000.00		9,000.00
001	6	2145-6901	Fund Balance Appropriated	-	17,005.23		17,005.23
001	9	2410-9445	Purchased Services	245,572.00	45,000.00		290,572.00
001	6	2410-6901	Fund Balance Appropriated	-	45,000.00		45,000.00
001	9	2710-9482	Emergency Mgmt Grant	12,500.00	9,525.91		22,025.91
001	9	2710-9431	McGuire Grant Expense	10,000.00	6,023.28		16,023.28
001	9	2710-9352	Emergency Response Expenses	1,500.00	2,797.74		4,297.74
001	6	2710-6901	Fund Balance Appropriated	-	18,346.93		18,346.93
001	9	2730-9863	Motor Vehicles	483,000.00	15,864.26		498,864.26
001	9	2730-9331	Minor Office Equipment & Furn	9,650.00	1,923.25		11,573.25
001	6	2730-6901	Fund Balance Appropriated	-	17,787.51		17,787.51
001	9	3230-9605	Consultants	37,500.00	23,050.48		60,550.48
001	6	3230-6901	Fund Balance Appropriated	-	23,050.48		23,050.48
001	9	3250-9493-HHIHR	Operations	12,000.00	460.00		12,460.00
001	6	3250-6901	Fund Balance Appropriated	-	460.00		460.00
001	9	3270-9445	Purchased Services	10,000.00	10,000.00		20,000.00
001	6	3270-6901	Fund Balance Appropriated	-	10,000.00		10,000.00
001	9	5240-9346-VACC	Fuel	-	25,660.72		25,660.72
001	9	5240-9831-0488	5311 Grant Capital	655,000.00	393,000.00		1,048,000.00
001	6	5240-6901	Fund Balance Appropriated	-	418,660.72		418,660.72
001	9	5410-9102-4HCAN	Part Time >1000 Hours	-	620.00		620.00
001	9	5410-9104 4HCAN	Temporary Employees	-	9,063.26		9,063.26
001	9	5410-9201-4HCAN	Social Security	-	248.41		248.41
001	9	5410-9202-4HCAN	Medicare	-	202.85		202.85

001	9	5410-9230-4HCAN	Workers' Compensation	-	263.45		263.45
001	9	5410-9356 4HCAN	Special Program Supplies	-	2,796.99		2,796.99
001	9	5410-9610 4HCAN	Travel and Education	-	154.23		154.23
001	9	5410-9640-4HCAN	Insurance & Bonds	-	138.98		138.98
001	6	5410-6901	Fund Balance Appropriated	-	13,488.17		13,488.17
001	9	5630-94003	Triple P Incentive Grant Exp	-	3,514.63		3,514.63
001	9	5630-9445-TEMP	Purchased Services	-	12,479.22		12,479.22
001	9	5630-9332	Special Needs Kids	-	41,384.21		41,384.21
001	6	5630-6901	Fund Balance Appropriated	-	57,378.06		57,378.06
001	9	8145-9335-WELL	Food Well	4,350.00	3,115.00		7,465.00
001	9	8145-9335-WELL	Food Well	4,350.00	2,000.00		6,350.00
001	9	8145-9336-WELL	Special Events Well	800.00	500.00		1,300.00
001	9	8145-9445-MISC	Purchased Serv-Miscellaneous	4,100.00	1,500.00		5,600.00
001	6	8145-6901	Fund Balance Appropriated	-	7,115.00		7,115.00
001	9	8240-9104	Temporary Cabco Employees	-	2,561.50		2,561.50
001	9	8240-9331	Minor Office Equipment & Furn	-	18,253.39		18,253.39
001	9	8240-9342	Minor Technology Equipment	-	4,496.50		4,496.50
001	6	8240-6901	Fund Balance Appropriated	-	25,311.39		25,311.39
							0.00
001	9	3250-931501-WX	WX Health & Safety Materials	7,600.00	25.00		7,625.00
001	9	3250-931502-WX	WX Health & Safety Operations	4,700.00	1,510.00		6,210.00
001	9	3250-9340-WX	WX Uniforms	230.00	183.00		413.00
001	9	3250-9384-WX	WX Materials	23,260.00	9.00		23,269.00
001	9	3250-9493-WX	WX Operations	19,419.00	9,985.00		29,404.00
001	9	3250-9560-WX	WX Minor Equipment Maintenance	184.00	67.00		251.00

001	9	3250-9610-WX	WX Travel & Education	21,375.00	8,594.00		29,969.00
001	9	3250-9630-WX	WX Dues & Subcriptions	414.00	14.00		428.00
001	9	3250-9493	Operations	52,603.00		4,401.00	48,202.00
001	6	3250-6227	Weatherization Program Grant	(102,121.00)	(15,986.00)		(118,107.00)
							0.00
001	9	5240-9472-0495	TRANS SERV/MEDICAID	140,000.00	26,316.95		166,316.95
001	6	5240-6342-5310	NC Dept of Transportation	-	(26,316.95)		(26,316.95)
							0.00
001	9	5760-9445-CARES	Caregiver support	-	6,959.00		6,959.00
001	6	5760-6244-CARES	Caregiver support	-	(6,959.00)		(6,959.00)
							0.00
001	9	5760-9356-SHIIP	Special Prog Sup - SHIIP	3,000.00	3,608.00		6,608.00
001	6	5760-6270-FED	SHIIP GRANT	(3,000.00)	(3,608.00)		(6,608.00)
							0.00
001	9	5760-9356-ST8	Special Program Supplies	5,145.00	9,625.00		14,770.00
001	6	5760-6270-ST8	SHIIP GRANT	(9,942.00)	(9,625.00)		(19,567.00)
							0.00
001	9	8145-9496-CARES	Senior Center Operations Grant Cares First Relief	-	13,652.00		13,652.00
001	6	8145-6345-CARES	Senior Center Operations Grant Cares First Relief	-	(13,652.00)		(13,652.00)

Total 0.00

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

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Fiscal Recovery Funds Spending Plan

BRIEF SUMMARY:

In May, staff presented commissioners with information on the American Rescue Plan (ARP) funding, which provides \$350 billion in Fiscal Recovery Funds for eligible state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs. The County will receive a total of \$42,043,458.

The federal government has provided substantial flexibility for each government to meet local needs through these funds including support for households, small businesses, impacted industries, essential workers, and communities hardest hit by the COVID-19 crisis.

The County must submit a spending plan to the U.S. Department of Treasury by August 31, 2021. Attached is the staff recommendation based on identified needs, including funding proposals received during the Recovery Grant Request for Proposals (RFP) process.

REQUESTED ACTION:

Motion to approve the Fiscal Recovery Funds Spending Plan for submission to the U.S. Department of Treasury.

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Rodney Harris, Deputy County Attorney

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY**BOARD OF COMMISSIONERS
WORK SESSION****August 2, 2021
4:00 PM****AGENDA CATEGORY:**

Discussion Items for Action

SUBJECT:

DHS - Family Caregiver Support Program Grant

BRIEF SUMMARY:

The Family Caregiver Support Program was created in 2000 to support family and informal (unpaid) caregivers to care for their loved ones at home as long as possible. The purpose is to reduce caregiver stress and depression so they can care for their loved one longer, avoiding more expensive long-term care alternatives.

Each year Cabarrus receives a Family Caregiver Support Program Grant through the Centralina Area Agency on Aging based on federal and state budget allocations. For FY22, Cabarrus County's allocation is \$51,387. This amount is higher than originally projected in the FY22 county budget. There is no county match for these funds.

REQUESTED ACTION:

Motion to accept the grant award and adopt the associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Anthony Hodges, Program Administrator, Adult and Aging Services

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Amendment

Budget Revision/Amendment Request

Date: 8/16/2021

Amount: 11,166.00

Dept. Head: Karen Calhoun

Department: DHS

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Request to increase Revenue and Expenditures for the Family Caregiver Support Program for FY 22 due to the increase of grant funding authorized for Cabarrus. Total grant amount is \$51,386.00. The bulk of the grant is utilized for staff's salary to perform the functions of the program and the amount for salary is \$40,220.00 while the remainder is used for operating expenses for the program. There is no county match for this grant.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	00165760-6244	Caregiver Grant	38,144.00	11,166.00		49,310.00
001	9	00195760-9417-CGSP	Dept of Aging Grants	2,725.00	8,039.52		10,764.52
001	9	00195760-9445-FCSPR	Purchased Services	7,996.00	3,126.48		11,122.48
							0.00
							0.00
							0.00
							0.00
							0.00

Total 0.00

Budget Officer

☐ Approved
☐ Denied

County Manager

☐ Approved
☐ Denied

Board of Commissioners

☐ Approved
☐ Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

DHS - Transportation FTA Section 5310 Grant

BRIEF SUMMARY:

The goal of the FTA Section 5310 program is to improve mobility for older adults and people with disabilities throughout the Concord Urbanized Area and to enhance coordination of federally assisted programs and services in order to encourage the most efficient use of federal resources and achieve the national goal of improved mobility of elderly persons and persons with disabilities. Under the 5310 program, the area transit is encouraged to coordinate transportation services with agencies that provide transportation services to the general public within the service area/network.

REQUESTED ACTION:

Motion to approve the 5310 application to the City of Concord, accept the grant, and approve the necessary budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Bob Bushey, Transportation Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a New Business item.

ATTACHMENTS:

- ▣ Application
- ▣ Project Narrative
- ▣ Budget Amendment

Section 5310 Funding Program Application

Please complete Parts I – III of the 5310 Funding Program Application. Return the completed application to City of Concord as noted in the Application Process Section.

Part I – Funding Request

Applicant Information

Organization Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Email: _____

Website: _____

Project Information

Title: _____

Brief Description: _____

Project Type: Traditional _____ Other _____

Service days/hours (if applicable): _____

Estimated Cost per One-Way Trip (if applicable): _____

Estimated Daily Riders per Weekday/Weekend (if applicable): _____

Part II – Project Narrative

Please complete the Project Narrative questions below for your application. These questions closely align with the Project Selection Criteria included in the 5310 Program Management Plan and 5310 Application Package.

Expanded Project Description

Please use this space to expand on your project description beyond the brief description provided in Part I of the application.

Project Needs

How is the proposed project consistent with eligible 5310 program activities and objectives of the 5310 funding program?

Describe how the project will increase or enhance the availability of transportation for the elderly and disabled populations in the Cabarrus-Rowan Urbanized Area?

What need(s) does the project address in the Local Coordinated Plan? Please provide the page number(s) in the Local Coordinated Plan your project corresponds with.

Does the project provide a service or investment that otherwise would not be available? If so, please explain.

Project Planning and Implementation

Describe how the proposed project might coordinate or link with other transportation providers or transportation stakeholders?

Describe the project timeline and project lifespan?

Please note how you plan to market your proposed project? If an existing service, note how your service is currently marketed?

When could your project begin upon receiving funding? Describe the process your organization would take to implement the project.

Project Budget

Draft Program Management Plan

In addition to filling out the Proposed Project Budget, note any plans for continued investment and/or maintenance for the proposed project after the 5310 funds are spent.

Program Effectiveness and Evaluation

How does your organization plan to collect information to monitor quality control and customer satisfaction related to implementing the proposed project? Include in your description any measurable indicators you propose to use.

Organizational Preparedness

Describe the staffing plan for this project. Who would be the primary staff person responsible for managing the grant? What other staff would be involved? Describe any relevant past experience these staff have in working on the type of project proposed.

Please note any experience your organization has with financial reporting such as quarterly reports, annual audits and/or other forms of financial reporting.

Describe any training, maintenance, inspections and/or service monitoring you plan to do focused on managing risk and providing safe services?

Part III – Proposed Project Budget

Project Funding

Local matching funds are required for all application submittals. For projects requiring operating funds the required match is 50% from non-federal transportation funds. For capital projects the required match is 20% + from non-federal transportation funds. Some potential capital match exceptions are noted in the FTA guidance and the CK Rider Area Transit 5310 Program Management Plan.

Total Project Budget	\$ _____	
Capital Federal Share	\$ _____	_____ %
Capital Local Match	\$ _____	_____ %
Operating Federal Share	\$ _____	_____ %
Operating Local Match	\$ _____	_____ %

Local Match Fund Source: _____

Note: The applicant must demonstrate a commitment to provide local funds and provide appropriate documentation. Documentation may be in the form of a letter or other supporting documentation noting where funds will be drawn from.

Part II – Project Narrative

Please complete the Project Narrative questions below for your application. These questions closely align with the Project Selection Criteria included in the 5310 Program Management Plan and 5310 Application Package.

Expanded Project Description

Please use this space to expand on your project description beyond the brief description provided in Part I of the application.

Project Needs

How is the proposed project consistent with eligible 5310 program activities and objectives of the 5310 funding program?

Describe how the project will increase or enhance the availability of transportation for the elderly and disabled populations in the Cabarrus-Rowan Urbanized Area?

What need(s) does the project address in the Local Coordinated Plan? Please provide the page number(s) in the Local Coordinated Plan your project corresponds with.

Does the project provide a service or investment that otherwise would not be available? If so, please explain.

Currently Cabarrus County Transportation utilizes the Home and Community Care Block Grant (HCCBG) to fund senior trips and the Elderly & Handicapped portion of the State ROAP Grant to fund senior and handicapped trips. The total funding received for these two grants falls short of the demand currently provided by Cabarrus County Transportation. Cabarrus County will use the 5310 funding to help fill the gap in service demand as well as purchase two vehicles to provide these trips.

Project Planning and Implementation

Describe how the proposed project might coordinate or link with other transportation providers or transportation stakeholders?

Describe the project timeline and project lifespan?

Please note how you plan to market your proposed project? If an existing service, note how your service is currently marketed?

When could your project begin upon receiving funding? Describe the process your organization would take to implement the project.

Cabarrus County currently provides transportation for The Elderly and Handicapped citizens utilizing the 5310 Grant. This project will continue with these funds and the new vehicles will increase our ability to provide these trips more efficiently.

Project Budget

Draft Program Management Plan

In addition to filling out the Proposed Project Budget, note any plans for continued investment and/or maintenance for the proposed project after the 5310 funds are spent.

Cabarrus County will continue to apply for the 5310 Grant each year through the City of Concord. Cabarrus County will continue to invest in needed capital to enhance the 5310 program including vehicles and vehicle maintenance.

Program Effectiveness and Evaluation

How does your organization plan to collect information to monitor quality control and customer satisfaction related to implementing the proposed project? Include in your description any measurable indicators you propose to use.

Cabarrus County Transportation will monitor program effectiveness utilizing our RouteMatch software. With this software we can track and report on the number of trips provided, purpose of the trips, and on time percentage. Cabarrus County Transportation will also conduct monthly client surveys to monitor customer satisfaction.

Organizational Preparedness

Describe the staffing plan for this project. Who would be the primary staff person responsible for managing the grant? What other staff would be involved? Describe any relevant past experience these staff have in working on the type of project proposed.

Please note any experience your organization has with financial reporting such as quarterly reports, annual audits and/or other forms of financial reporting.

Describe any training, maintenance, inspections and/or service monitoring you plan to do focused on managing risk and providing safe services?

The Cabarrus County Transportation Manager will be the primary staff person responsible for oversight of the 5310 program. The Transportation Manager has 35 years of transportation experience including 17 years of public transportation experience. In addition, the Transportation Manager has primary oversight for the departments 5311 grant, and the Home and Community Care Block Grant (HCCBG) on an annual basis. Under North Carolina DOT guidelines, Cabarrus County Transportation provides training for all drivers in first aid, CPR, Bloodborne Pathogens, wheelchair securement, Pass training and defensive driving. Cabarrus County Transportation also has a fleet management plan as required by the NCDOT system safety plan. All maintenance work is logged into the NCDOT asset works database as well as our fleet books.

Part III – Proposed Project Budget

Project Funding

Local matching funds are required for all application submittals. For projects requiring operating funds the required match is 50% from non-federal transportation funds. For capital projects the required match is 20% + from non-federal transportation funds. Some potential capital match exceptions are noted in the FTA guidance and the CK Rider Area Transit 5310 Program Management Plan.

Subject: FW: Emailing: 5310 presentation

Here are the final numbers from our 5310 grant award from the city of concord for our budget amendment.

-----Original Message-----

From: Jessica Jones <jonesj@concordnc.gov>
Sent: Wednesday, July 21, 2021 11:57 AM
To: Bob Bushey <rwbushey@cabarruscounty.us>
Cc: Lauren Linker <lelinker@cabarruscounty.us>
Subject: RE: Emailing: 5310 presentation

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!

Good morning! Here is what the numbers in the FTA grant should look like:

Capital federal share	\$92,947
Capital local match	\$23,237
Total capital	\$116,184

Operating federal share	\$59,148
Operating local share	\$59,148
Total operating	\$118,296

Please let me know if you have any questions. Thank you!

Jessica Jones
Finance Director
City of Concord
704-920-5222
jonesj@concordnc.gov

-----Original Message-----

From: Bob Bushey <rwbushey@cabarruscounty.us>
Sent: Wednesday, July 14, 2021 1:09 PM
To: Jessica Jones <jonesj@concordnc.gov>
Cc: Lauren Linker <lelinker@cabarruscounty.us>
Subject: RE: Emailing: 5310 presentation

[NOTICE: EXTERNAL EMAIL

Jessica,
Do you feel like we will have the final numbers soon? Or at least withing the next two weeks?

-----Original Message-----

From: Jessica Jones <jonesj@concordnc.gov>
Sent: Monday, July 12, 2021 2:26 PM
To: Bob Bushey <rwbushey@cabarruscounty.us>
Subject: RE: Emailing: 5310 presentation

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!

Good afternoon! I wanted to let you know that the grant committee approved funding your application for 5310 funds. I will be working on getting the grant written with FTA. Once the grant has been awarded by FTA, I will send you a grant agreement that will need to be signed. Please be aware that the operational assistance will be less than what you requested due to the requirement that 55% of 5310 funds be used on eligible capital projects. The amount you requested for capital will be fully funded. Once I get the awarded grant from FTA and have the final numbers, I will be sure and share that information with you. Please let me know if you have any questions. Thank you!

Jessica Jones
Finance Director
City of Concord
704-920-5222
jonesj@concordnc.gov

-----Original Message-----

From: Bob Bushey <rwbushey@cabarruscounty.us>
Sent: Monday, June 14, 2021 7:42 AM
To: Jessica Jones <jonesj@concordnc.gov>
Subject: Emailing: 5310 presentation

[NOTICE: EXTERNAL EMAIL]

Your message is ready to be sent with the following file or link attachments:

5310 presentation

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.
E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

Pursuant to North Carolina 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.

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

Pursuant to North Carolina 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.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

EMS - Four Ambulance Remount Purchases

BRIEF SUMMARY:

Approval for the purchase of four (4) new Remount Purchases from Emergency Transportation Associates (ETA) at the cost of \$359,996.00 is requested. The remount purchases will replace ones that have outlived their usefulness and complies with County's vehicle replacement policy.

REQUESTED ACTION:

Motion to approve the purchase of four (4) Remount Ambulance's in the amount of \$359,996.00 from Emergency Transportation Associates (ETA).

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jimmy Lentz, EMS Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▮ ETA Quote



EMERGENCY TRANSPORTATION ASSOCIATES

Customer Quote

Quote No.: 20210716-183

Quote Date: 2021-07-19

Expiration Date: 2021-09-17

Quote To:

Cabarrus County EMS
31 Willowbrook Drive
Northwest, Concord, NC, USA

Attention:

Jimmy Lentz

Salesperson:

Eric Vogl II
17042800171
evogl2@joineta.com

Part Name	Part Number	Qty
Chassis		
Chevrolet G4500 GAS / 159 WB	CG33803	x1
Chassis Options		
Battery Switch - Transfer Existing		x1
Battery - Chevy	Call For Part Number	x2
Cab Seal - (Type I & III)		x1
Chassis Harness - Wiring - Transfer		x1
Console Front Switch Panel - Transfer (Standard)		x1
Door - Unlock Button - Grille		x1
Exhaust - Modify to match body per QVM		x1
Mud Flaps - Black Rubber	FLAPM-01	x1
Running Boards - Type III - Reg Cab (2)		x1
Undercoat - 3m Per QVM Guidelines		x1
Wheel Covers - Phoenix - Chevy G Series		x1
DEMOUNT- INSPECT ALL EXPOSED SURFACES AND FRAMING FOR CRACKS, WARPAGE AND EXCESSIVE WEAR AND CORROSION. ANY SUSPECT AREA WILL BE TREATED WITH A DYE PENETRANT MATERIAL TO EXPOSE DEFECTS		x1

Part Name	Part Number	Qty
Chassis Options		
Console - Refurbish/Scorpion Line/ Transfer		x1
Cab Roof - Demers Arecap / Type 3 Chevrolet		x1
Module Exterior		
Box Manufacturer - Demers-Ambulances		x1
A1 - Module Changeover - III to III		x1
ADP - Kickplate		x1
ADP - Splash Guards (2)		x1
Door Rotary Latches - Tri Mark (1)		x15
Door Hold Opens - Rear Grabbers - 4.5" (2)		x1
Drip Rail - Exterior (24ft)	DIE74T	x1
Fuel Fill - CAST Products - Filler	FG5301-1-263	x1
Full Fill - Spill Guard - Stainless	Drop	x1
Weather-strip - Price Per Ft	Cross Reference Module Manufacture	x150
FUEL FILL HOSE "NECK"- NEW FUEL FILL HOSE AND COPPER PLUMBING SHALL BE INSTALLED TO FIT MODULE. SPECIAL EFFORT SHALL BE APPLIED TO ENSURE PROPER FILL FALL TO TANK, PER "QVM"		x1
Rear Bumper -New	TBA	x1
Module Remounter - ETA	ETArecount	x1
ADP / Stainless Steel - Corner Gaurds (DEMERS)		x1
Exterior Lighting		
A1 Transfer Exterior Lighting - Check for Proper Operation		x1
Exterior Electrical		
Shoreline - Kussmaul - 20 amp Super Auto Eject	091-55-120 // 091-55-20-120	x1
Multiplex - Demer / Flash System		x1

Part Name	Part Number	Qty
Paint/Lettering/Graphics		
Paint - Chevy White	Paint-Chevy White	x1
Graphics - New Customer Spec'd	Call for Quote	x1
Air Horns/Sirens/Speaker		
Speakers - Whelen - 100 Watt Behind Grille with brackets (2)	SA315P, SAK32	x1
Module Interior		
Attendant Seat - EVS - Child Safety Seat 3 Point Harness		x2
Flooring - Ionplate II-424tx - Gun Metal - Inc Two New Thresholds	P424	x1
Formica - Preform minor repair		x1
Risers - 12 inch - Stainless Steel (Left Wall)		x1
Risers - 12 inch - Stainless Steel (Squad Bench)		x1
Upholstery-Type III Rear Module/Rear Cab (Grey)	TBD	x1
Floor Tresholds - St/ST w/Grip Tape - New	Floorthresx2entry-EVR	x1
ALS - Demers / Cabarrus Spec - NEW		x1
AC Heat		
Refrigerator - 110/12Volt - Drug STG w/ Lock		x1
AC - Stand Alone for Demers / 12 Volt		x1

Total: \$ 89,999.00

Signatures

In order to move forward and procure your vehicle order and production slot please sign below and place your initials in the lower right corner of every page and return this proposal back to your Sales Associate at the email address listed on the first page of the proposal. We look forward to working with you and your department on your project.

Print Name:	Print Name:
Signature:	Signature:
Date:	Date:
Emergency Transportation Associates	Cabarrus County EMS

CABARRUS COUNTY**BOARD OF COMMISSIONERS
WORK SESSION****August 2, 2021
4:00 PM****AGENDA CATEGORY:**

Discussion Items for Action

SUBJECT:

Finance - New Temporary Position for American Rescue Plan (ARP) Administrator

BRIEF SUMMARY:

The County has been allocated \$42,043,458 in ARP funds. This position will be funded with the ARP funds. There is no County match required.

The position will manage the allocation of the funds as well as reporting. They will also audit pass-through grantees to make sure the funds are spent within the federal guidelines. This will require considerable knowledge of federal, State, and local laws and ordinances regulating financial operations and grants administration; considerable knowledge of the principles of public finance administration and practices used in governmental accounting and revenue management; ability to interpret and apply federal, State, and local fiscal regulations; ability to analyze and correct financial problems and accounting errors; ability to exercise discretion and independent judgment in writing policies and procedures for ARP funds; ability to exercise discretion and independent judgment in the management of ARP funds; and ability to establish effective working relationships with other employees, agency officials, municipal employees and grantors.

REQUESTED ACTION:

Motion to authorize a full-time position (9101) through December 31, 2024 to administer American Rescue Plan funds.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Rodney Harris, Deputy County Manager
Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Update of Capital Project Fund Budget and Related Project Ordinance for County Capital Project Fund

BRIEF SUMMARY:

This budget amendment transfers additional funds to engineers for the Courthouse project to account for a change order and recognizes the sale of 242 General Services Drive to Concord and appropriates the funds for the Frank Liske Park Stormwater Project. It also appropriates the debt proceeds for the Emergency Equipment Warehouse and ITS Relocation Project. The corresponding project ordinance is attached.

REQUESTED ACTION:

Motion to adopt the budget amendment and project ordinance.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Amendment
- ▣ Fund 380 County Construction Project Ordinance

Budget Revision/Amendment Request

Date: 8/16/2021

Amount: 7,481,606.00

Dept. Head: Wendi Heglar

Department: Finance - County Capital Projects

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

This budget amendment transfers \$40,000 from Courthouse Contingency Funds to Court Engineer Funds, Recognizes the sale of 242 General Services Drive to Concord and appropriates the funds to Frank Liske Park Stormwater Project and budget debt proceeds for the Emergency Equipment Warehouse and ITS Relocation.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
380	9	2210-9606-COURT	Engineers	640,000.00	40,000.00	-	680,000.00
380	9	2210-9660-COURT	Contingency	5,306,945.84	-	40,000.00	5,266,945.84
			To increase the Engineers account for a change order on construction materials				
380	9	8140-9830-FLPSW	Other Improvements	-	570,803.00		570,803.00
380	6	8140-6902-FLPSW	Contribution from the General Fund	-	570,803.00		
001	6	1910-6801	Sale of Fixed Assets	35,000.00	570,803.00		605,803.00
001	9	0000-9708	Cont to Capital Project Fund	9,507,340.00	570,803.00		10,078,143.00
			To Recognize the sale of 242 General Services Drive to Concord and appropriate the funds to Frank Liske Park Stormwater Project				
380	9	1950 9820 BUILD	Construction	3,000,000	6,300,000		9,300,000
380	6	1950 6918 2022A	Proceeds from Debt Financing	-	6,300,000		6,300,000
			Budget Debt Proceeds for the Emergency Equipment Warehouse/ITS Relocation				

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	76,926,452
Contributions from Capital Projects Fund	25,177,039
Contribution from General Fund	36,140,371
Contribution from Capital Reserve Fund	6,246,688
Contribution from Internal Service Fund	1,065,425
TOTAL REVENUES	\$223,148,952

- C. The following appropriations are made as listed.

Courthouse Site Enabling Construction & Renovation	\$ 134,859,518
Governmental Center Skylight & Roof Replacement	2,183,853
Contribution to Capital Reserve (Reimb for Skylight Project)	2,085,000
Artificial Turf Fields	4,401,748
Frank Liske Barn Replacement	4,765,425
Legal / Closing Expenses	952,508
Governmental Center Parking Deck Sealing	350,000
Emergency Equipment Warehouse/ ITS Location	14,862,656
Fiber Infrastructure Improvement	720,000
Jail Annex HVAC Replacement	193,000
Sheriff Training & Firing Range Renovations	2,450,000
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	525,000
West Cabarrus Library & Senior Center	2,400,000
Deferred Maintenance Projects	6,261,450
EMS Headquarters	18,670,000
Northeast Area Park	2,164,024
Northeast Area Land	3,650,150
Mental Health Facility	3,097,554
Other Improvements Unallocated	11,259,436
Enterprise Physical Security Project (ITS)	700,000
Concord Senior Center Overflow Parking Lot	100,000

Contribution to the General Fund	47,500
Frank Liske Park Softball Complex Utilities	60,000
Rob Wallace Park	1,000,000
Animal Shelter Expansion	190,000
Frank Liske Park Stormwater Project	570,803
Northeast Cabarrus Radio Tower Project	2,435,000

TOTAL EXPENDITURES **\$223,148,952**

GRAND TOTAL – REVENUES **\$223,148,952**

GRAND TOTAL – EXPENDITURES **\$223,148,952**

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 16st day of August, 2021.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Write off of Ambulance Receivable

BRIEF SUMMARY:

The County's practice is to keep three years of ambulance receivables plus the current year's receivables in the General Ledger. This practice allows the outstanding receivable balance of \$2,240,188.65 for Fiscal Year 2017 to be written off. The Emergency Medical Services Staff has exhausted all means of collectibles for the Fiscal Year 2017 bills.

REQUESTED ACTION:

Motion to authorize the Finance Department to write-off the outstanding receivables as presented.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Ambulance Memo
- ▢ Ambulance Write Off



Cabarrus County Finance Department

To: Wendi Heglar, Finance Director

Copy: Jimmy Lentz, EMS Director

From: Suzanne Burgess, Finance, Deputy Finance Director

Date: August 16, 2021

Subj: Write-off of Uncollectible Accounts Receivable - Ambulance

Cabarrus County's year-end procedure includes adjusting the Accounts Receivable-Ambulance balance to include the outstanding balances for the closing year plus the three preceding fiscal years. Therefore, at June 30, 2021, the Accounts Receivable-Ambulance balance should include outstanding amounts owed for fiscal years 2018 through 2021, totaling \$9,739,197.37

The current Accounts Receivable-Ambulance general ledger balance is \$11,979,386.02 and needs to be adjusted by writing off a total of \$2,240,188.65.

The proposed write-off amount represents unpaid account balances for fiscal year 2017. Historical analyses indicate amounts are no longer collectible in the fourth year following billing.

The County's third-party billing company, EMS Management & Consultants, is responsible for ensuring all claims are filed timely with insurance companies. In addition, the County's Emergency Medical Services staff are diligent in attempting to collect past-due balances through the use of a collection agency, garnishments and the State's Debt Setoff program.

Please submit the write-off request to the Board of Commissioners for approval. Writing-off the fiscal year 2017 balance does not prevent the collection of these outstanding balances. It simply allows the Finance Department to adjust the Accounts Receivable-Ambulance balance to accurately reflect the balance which is considered collectible.

CABARRUS COUNTY
ACCOUNTS RECEIVABLE - AMBULANCE
Fiscal Year Ended June 30, 2021

Description	FY17	FY18	FY19	FY20	FY21	Total
Billing						
Charges, net of contractual allowances	7,275,293.34	7,066,004.20	7,339,417.82	7,502,786.75	8,547,101.66	37,730,603.77
Collections						
Payments, net of refunds	(5,035,104.69)	(5,293,748.18)	(5,442,621.94)	(5,294,682.93)	(4,685,060.01)	(25,751,217.75)
Accounts Receivable - Ambulance						
Unpaid balances at June 30, 2021	2,240,188.65	1,772,256.02	1,896,795.88	2,208,103.82	3,862,041.65	11,979,386.02
Proposed Write-off						
Uncollectible, fiscal year 2017						(2,240,188.65)
Adjusted Accounts Receivable - Ambulance, June 30, 2021						9,739,197.37

Prepared by:

Suzanne Burgess, Cabarrus County Finance Department

Notes:

Historical data show that the percentage of collectibility is about 55 percent in the year billed, 15 percent in the year following billing, one percent in the second year following billing, and one percent in the third year following billing. Accounts are fully uncollectible in the fourth year following billing. The County's third-party billing company, EMS Management & Consultants, typically writes-off an account balance when it is unpaid after approximately 90 days. Cabarrus County Emergency Medical Services staff continue collection procedures, so the County does not consider amounts to be uncollectible at this time, thus requiring the above analysis and adjustment.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - Cabarrus County Emergency Medical Services Headquarters GMP-1.5

BRIEF SUMMARY:

Staff will present the GMP -1.5 (Steel Package) bid that was received on July 23, 2021 at 3:00 p.m. This GMP will be added to the current contract the County has with the Construction Manager at Risk, Vannoy - McFarland Joint Venture as a contract extension to the existing contract which until this point includes preconstruction services and GMP-1 (Early Site Package). The GMP 1.5 total is \$1,030,584.

REQUESTED ACTION:

Motion to approve the contract extension between Cabarrus County and Vannoy - McFarland Joint Venture; and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Presentation



July 28, 2021

Mr. Kyle Bilafer
Cabarrus County
Area Manager of Operations
65 Church Street South
Concord, North Carolina 28025

Re: Cabarrus County
Emergency Medical Services Headquarters
GMP #1.5 Presentation

Mr. Bilafer;

Please find the Guaranteed Maximum Price (GMP) #1.5 for the Cabarrus County Emergency Medical Services Headquarters attached to this letter for your review and approval; a summary is below.

Construction Cost	\$ 1,015,464.00
*Escalation Allowance	\$ 15,120.00
<u>Guaranteed Maximum Price Total</u>	<u>\$ 1,030,584.00</u>

**Remaining funds to be returned to Cabarrus County upon approval of GMP #1.5 allowing Vannoy - McFarland – Joint Venture to issue letters of intent/ subcontracts.*

One bid package was opened on July 23, 2021 and following the bid opening, subcontractor scope review meetings were held to ensure the complete scope of work was included and accounted for within the received proposal. Upon completion of these meetings, we are proud to report 16% minority participation, and 100% of the direct trade cost to be completed by North Carolina subcontractors!

Enclosed in this package is the following information:

- GMP #1.5 Summary
- Comparison GMP #1.5 vs Design Development Estimate
- MWSBE/ Local Participation Log
- GMP #1.5 Clarifications

Enclosed in the below Box file is the following information:

- Certified Bid Tabulations
- Addendum #1 dated July 9, 2021
- Addendum #2 dated July 16, 2021
- GMP #1.5 Procurement RFI Log

<https://jrvannoy.box.com/s/zjqxn2nbg0ra9jxxcixg4w1t4bw2vvr9>

Escalation Allowance

Within the presented Guaranteed Maximum Price (GMP) we have included a contingency **"Escalation Allowance" in the amount of \$15,120.** The escalation allowance is included within the GMP based upon discussions with the subcontractors during our scope review meetings to protect the project against additional price escalation until a subcontract or letters of intent can be issued from Vannoy – McFarland Joint Venture. Prior to use or billing towards this allowance, Cabarrus County approval will be required; as well as all unspent monies will be returned back to Cabarrus County.

On behalf of Vannoy – McFarland Joint Venture we would like to express our appreciation for this opportunity as well as the enjoyment we have had working with Cabarrus County, Cabarrus County EMS and ADW Architecture throughout the preconstruction phase. We look forward to the construction process, continued working relationships and ultimately the **project's successful completion! If you should have any questions or comments please direct to my attention.**

Sincerely;



Mike Kesterson
Director of Preconstruction Services
Vannoy Construction Co., Inc.
Enc.

Attch: Cabarrus County EMS Headquarters – GMP #1.5

CC: Rob Cook – Vannoy Construction
Andy Rathke – McFarland Construction
File



Cabarrus County
EMS Operations Center
GMP #1.5 Structural & Miscellaneous Steel
Concord, North Carolina

Contact: Mike Kesterson
Date: 7/28/2021
Total SF: 31,266

WORK TRADE SCOPE DESCRIPTION:	TOTAL:	COST/ SF:	%:
1 SITE DEVELOPMENT	\$ -	\$ -	0%
2 SITE ALLOWANCES	\$ -	\$ -	0%
3 SITE ACCESSORIES	\$ -	\$ -	0%
4 LANDSCAPING	\$ -	\$ -	0%
5 FENCING & SECURITY	\$ -	\$ -	0%
6 CONCRETE	\$ -	\$ -	0%
7 MASONRY	\$ -	\$ -	0%
8 STRUCTURAL STEEL	\$ 919,900	\$ 29.42	89%
9 ROUGH CARPENTRY	\$ -	\$ -	0%
10 GENERAL TRADES	\$ -	\$ -	0%
11 FINISH CARPENTRY, MILLWORK, & CASEWORK	\$ -	\$ -	0%
12 ROOFING	\$ -	\$ -	0%
13 METAL PANELS	\$ -	\$ -	0%
14 CAULKING, WATERPROOFING, FIRESTOPPING	\$ -	\$ -	0%
15 DOORS, FRAMES, & HARDWARE	\$ -	\$ -	0%
16 SPECIALTY DOORS & DOCK EQUIPMENT	\$ -	\$ -	0%
17 GLASS & GLAZING SYSTEMS	\$ -	\$ -	0%
18 DRYWALL ASSEMBLIES	\$ -	\$ -	0%
19 CEILING TREATMENTS	\$ -	\$ -	0%
20 FLOORING & ACCESSORIES	\$ -	\$ -	0%
21 PAINTING	\$ -	\$ -	0%
22 SPECIALTIES	\$ -	\$ -	0%
23 EQUIPMENT	\$ -	\$ -	0%
24 FIRE SPRINKLERS	\$ -	\$ -	0%
25 PLUMBING SYSTEMS	\$ -	\$ -	0%
26 HVAC & MECHANICAL SYSTEMS	\$ -	\$ -	0%
27 ELECTRICAL SYSTEMS	\$ -	\$ -	0%
28 BUILDING PERMIT FEES	\$ 3,680	\$ 0.12	0%
COST OF WORK	\$ 923,580	\$ 29.54	90%
29 GENERAL CONDITIONS	\$ -	\$ -	0%
30 PROJECT INSURANCES	\$ 10,579	\$ 0.34	1%
31 SUBCONTRACTOR DEFAULT BONDS	\$ 11,499	\$ 0.37	1%
32 PERFORMANCE & PAYMENT BOND	\$ 7,359	\$ 0.24	1%
33 FEE	\$ 34,851	\$ 1.11	3%
34 CONSTRUCTION CONTINGENCY	\$ 27,597	\$ 0.88	3%
35 ESCALATION CONTINGENCY	\$ 15,120	\$ 0.48	1%
GMP - TOTAL	\$ 1,030,584	\$ 32.96	100%



Cabarrus County
EMS Operations Center
GMP #1.5 Structural & Miscellaneous Steel

Contact: Mike Kesterson
Date: 7/28/2021
Total SF: 31,266

GMP vs Estimate Comparison (Vannoy-McFarland JV)

WORK TRADE DESCRIPTION:	GMP #1.5	Design Development	DELTA
1 SITE DEVELOPMENT	\$ -	\$ -	\$ -
2 SITE ALLOWANCES	\$ -	\$ -	\$ -
3 SITE ACCESSORIES	\$ -	\$ -	\$ -
4 LANDSCAPING	\$ -	\$ -	\$ -
5 FENCING & SECURITY	\$ -	\$ -	\$ -
6 CONCRETE	\$ -	\$ -	\$ -
7 MASONRY	\$ -	\$ -	\$ -
8 STRUCTURAL STEEL	\$ 919,900	\$ 862,667	\$ 57,233
9 ROUGH CARPENTRY	\$ -	\$ -	\$ -
10 GENERAL TRADES	\$ -	\$ -	\$ -
11 FINISH CARPENTRY, MILLWORK, & CASEWORK	\$ -	\$ -	\$ -
12 ROOFING	\$ -	\$ -	\$ -
13 METAL PANELS	\$ -	\$ -	\$ -
14 CAULKING, WATERPROOFING, FIRESTOPPING	\$ -	\$ -	\$ -
15 DOORS, FRAMES, & HARDWARE	\$ -	\$ -	\$ -
16 SPECIALTY DOORS & DOCK EQUIPMENT	\$ -	\$ -	\$ -
17 GLASS & GLAZING SYSTEMS	\$ -	\$ -	\$ -
18 DRYWALL ASSEMBLIES	\$ -	\$ -	\$ -
19 CEILING TREATMENTS	\$ -	\$ -	\$ -
20 FLOORING & ACCESSORIES	\$ -	\$ -	\$ -
21 PAINTING	\$ -	\$ -	\$ -
22 SPECIALTIES	\$ -	\$ -	\$ -
23 EQUIPMENT	\$ -	\$ -	\$ -
24 FIRE SPRINKLERS	\$ -	\$ -	\$ -
25 PLUMBING SYSTEMS	\$ -	\$ -	\$ -
26 HVAC & MECHANICAL SYSTEMS	\$ -	\$ -	\$ -
27 ELECTRICAL SYSTEMS	\$ -	\$ -	\$ -
28 BUILDING PERMIT FEES	\$ 3,680	\$ 3,451	\$ 229
COST OF WORK	\$ 923,580	\$ 866,118	
29 GENERAL CONDITIONS	\$ -	\$ -	\$ -
30 PROJECT INSURANCES	\$ 10,579	\$ 9,921	\$ 658
31 SUBCONTRACTOR DEFAULT BONDS	\$ 11,499	\$ 10,783	\$ 716
32 PERFORMANCE & PAYMENT BOND	\$ 7,359	\$ 6,901	\$ 458
33 FEE	\$ 34,851	\$ 32,186	\$ 2,665
34 CONSTRUCTION CONTINGENCY	\$ 27,597	\$ 25,880	\$ 1,717
35 ESCALATION CONTINGENCY	\$ 15,120	\$ -	\$ 15,120
GMP - TOTAL	\$ 1,030,584	\$ 951,789	\$ 78,795

Cabarrus County
EMS Operations Center
GMP #1.5 Structural & Miscellaneous Steel

GMP Presentation - Local and MWSBE Participation				
WORK TRADE DESCRIPTION:	GMP	SUBCONTRACTOR	LOCAL PARTICIPATION	MWSBE PARTICIPATION
1 SITE DEVELOPMENT	\$ -	*	\$ -	\$ -
2 SITE ALLOWANCES	\$ -	*	\$ -	\$ -
3 SITE ACCESSORIES	\$ -	*	\$ -	\$ -
4 LANDSCAPING	\$ -	*	\$ -	\$ -
5 FENCING & SECURITY	\$ -	*	\$ -	\$ -
6 CONCRETE	\$ -	*	\$ -	\$ -
7 MASONRY	\$ -	*	\$ -	\$ -
8 STRUCTURAL STEEL	\$ 919,900	Dave Steel Company	\$ -	\$ 160,000
9 ROUGH CARPENTRY	\$ -	*	\$ -	\$ -
10 GENERAL TRADES	\$ -	*	\$ -	\$ -
11 FINISH CARPENTRY, MILLWORK, & CASEWORK	\$ -	*	\$ -	\$ -
12 ROOFING	\$ -	*	\$ -	\$ -
13 METAL PANELS	\$ -	*	\$ -	\$ -
14 CAULKING, WATERPROOFING, FIRESTOPPING	\$ -	*	\$ -	\$ -
15 DOORS, FRAMES, & HARDWARE	\$ -	*	\$ -	\$ -
16 SPECIALTY DOORS & DOCK EQUIPMENT	\$ -	*	\$ -	\$ -
17 GLASS & GLAZING SYSTEMS	\$ -	*	\$ -	\$ -
18 DRYWALL ASSEMBLIES	\$ -	*	\$ -	\$ -
19 CEILING TREATMENTS	\$ -	*	\$ -	\$ -
20 FLOORING & ACCESSORIES	\$ -	*	\$ -	\$ -
21 PAINTING	\$ -	*	\$ -	\$ -
22 SPECIALTIES	\$ -	*	\$ -	\$ -
23 EQUIPMENT	\$ -	*	\$ -	\$ -
24 FIRE SPRINKLERS	\$ -	*	\$ -	\$ -
25 PLUMBING SYSTEMS	\$ -	*	\$ -	\$ -
26 HVAC & MECHANICAL SYSTEMS	\$ -	*	\$ -	\$ -
27 ELECTRICAL SYSTEMS	\$ -	*	\$ -	\$ -
28 BUILDING PERMIT FEES	\$ 3,680	*	\$ -	\$ -
COST OF WORK	\$ 923,580		\$ -	\$ 160,000
29 GENERAL CONDITIONS	\$ -		\$ -	\$ -
30 PROJECT INSURANCES	\$ 10,579		\$ -	\$ -
31 SUBCONTRACTOR DEFAULT BONDS	\$ 11,499		\$ -	\$ -
32 PERFORMANCE & PAYMENT BOND	\$ 7,359		\$ -	\$ -
33 FEE	\$ 34,851		\$ -	\$ -
34 CONSTRUCTION CONTINGENCY	\$ 27,597		\$ -	\$ -
35 ESCALATION CONTINGENCY	\$ 15,120		\$ -	\$ -
TOTAL	\$ 1,030,584		\$ -	\$ 160,000
TOTAL - %			0%	16%

**Cabarrus County
EMS Operations Center
Estimate Clarifications**

Item	Description
------	-------------

Division 1 - General

- 1.1 GMP based upon Construction Documents package dated 6/30/21 prepared by ADW Architects
- 1.2 Construction, materials and special inspection testing to be by Owner
- 1.3 GMP based upon questions and responses included within GMP RFI Log
- 1.4 GMP based upon questions, responses and information included within Addendum #1 dated 7/9/21
- 1.5 GMP based upon questions, responses and information included within Addendum #2 dated 7/16/21

- 1.6 GMP Allowances:
 - Escalation Allowance - \$15,120.00

Project:	Cabarrus County	Cabarrus County		Estimate Date:	9/18/2020
	EMS Operations Center	GMP #1.5 Structural & Miscellaneous Steel		Revision:	7/28/2021
	GMP #1.5 Structural & Miscellaneous Steel	GMP #1.5 - Procurement		Addenda:	*
Location:	Concord, North Carolina	TOTAL SF:	31,266.00	Prepared By:	MPK
Architect:	ADW Architects	Cost/ SF:	\$ 32.96	Reviewed By:	*



Site Development	-	AC	Building Elevations - Veneer Breakdown %				Verification
Building Square Footage	-	SF	Brick Veneer	0%		SF	FALSE
Building Perimeter - A	-	LF	Stone Veneer	0%		SF	FALSE
Building Height (TOW)	-	LF	Precast Veneer	0%	-	SF	FALSE
Building Perimeter - B	-	LF	Metal Panels	0%		SF	FALSE
Building Height (TOW)	-	LF	Curtainwall	0%	-	SF	FALSE
Building Elevations - A	-	SF	Storefront	0%		SF	FALSE
Building Elevations - B	-	SF	Wood Siding	0%	-	SF	FALSE
Building Elevations Square Footage	-	SF	TOTAL	0%	-	SF	TRUE

First floor (TOW)	-	LF	Building Square Footage - Total Breakdown				Verification
Second floor (TOW)	-	LF	First floor	29,867.00		SF	TRUE
Third floor (TOW)	-	LF	Second floor	1,399.00		SF	TRUE
Fourth floor (TOW)	-	LF	Third floor	-		SF	FALSE
Roof (TOW)	-	LF	Fourth floor	-		SF	FALSE
TOTAL	-	LF	TOTAL	31,266.00		SF	TRUE

CSI	Description	Quantity	Unit	Unit Price	Unit Cost	TOTALS	\$/ SF
BP500	Turnkey Structural Steel	31,266.00	sf	-	-	\$ 919,900.00	29.42
	Turnkey Structural Steel	1.00	ls	\$ 919,900.00	\$ 919,900.00		
	Structural steel - assumed tonnage	110.01	tn	\$ -	\$ -		
	Columns						
	HSS 4 x 4 x 1/4	18.00	lf	\$ -	\$ -		
	HSS 4 x 4 x 3/8	89.00	lf	\$ -	\$ -		
	HSS 6 x 6 x 1/4	221.00	lf	\$ -	\$ -		
	W8 x 31	740.00	lf	\$ -	\$ -		
	W10 x 49	43.00	lf	\$ -	\$ -		
	W10 x 45	359.00	lf	\$ -	\$ -		
	W10 x 33	97.00	lf	\$ -	\$ -		
	Beams/ joists						
	W8 x 10	21.00	lf	\$ -	\$ -		
	W30 x 108	57.00	lf	\$ -	\$ -		
	W27 x 84	52.00	lf	\$ -	\$ -		
	W21 x 48	72.00	lf	\$ -	\$ -		
	W21 x 44	110.00	lf	\$ -	\$ -		
	W18 x 40	109.00	lf	\$ -	\$ -		
	W18 x 35	128.00	lf	\$ -	\$ -		
	W16 x 36	21.00	lf	\$ -	\$ -		
	W16 x 31	160.00	lf	\$ -	\$ -		
	W16 x 26	378.00	lf	\$ -	\$ -		
	W14 x 22	756.00	lf	\$ -	\$ -		
	W12 x 26	252.00	lf	\$ -	\$ -		
	W12 x19	21.00	lf	\$ -	\$ -		
	W12 x 16	16.00	lf	\$ -	\$ -		
	W12 x 14	240.00	lf	\$ -	\$ -		
	W10 x 15	210.00	lf	\$ -	\$ -		
	W10 x 12	107.00	lf	\$ -	\$ -		
	HSS 4 x 4 x 1/4	83.00	lf	\$ -	\$ -		
	HSS 3 x 3 x 1/4	7.00	lf	\$ -	\$ -		
	HSS 12 x 6 x 1/4	28.00	lf	\$ -	\$ -		
	HSS 6 x 6 x 1/4	14.00	lf	\$ -	\$ -		
	L6 x 6 x 5/16	150.00	lf	\$ -	\$ -		
	30k11	520.00	lf	\$ -	\$ -		
	26k5	220.00	lf	\$ -	\$ -		
	24k4	780.00	lf	\$ -	\$ -		
	22k5	740.00	lf	\$ -	\$ -		
	22k4	34.00	lf	\$ -	\$ -		
	20k4	213.00	lf	\$ -	\$ -		
	20k3	1,031.00	lf	\$ -	\$ -		
	18k3	482.00	lf	\$ -	\$ -		
	16k2	156.00	lf	\$ -	\$ -		
	14k3	68.00	lf	\$ -	\$ -		
	14k1	82.00	lf	\$ -	\$ -		
	10k1	209.00	lf	\$ -	\$ -		
	Metal decking						
	Floor decking	15.00	sq	\$ -	\$ -		
	Roof decking	289.00	sq	\$ -	\$ -		
	Miscellaneous metals						
	Operable partition support steel	-	lf	\$ -	\$ -		

	Trench drains	133.00	lf	\$	-	\$	-			
	Lintels - precast support	200.00	lf	\$	-	\$	-			
	Ships ladder roof access	2.00	ea	\$	-	\$	-			
	Roof ladder	4.00	ea	\$	-	\$	-			
	Steel accessories									
	Dumpster enclosure gate	1.00	ls	\$	-	\$	-			
	Equipment yard gate	4.00	ea	\$	-	\$	-			
	Exterior railing	-	lf	\$	-	\$	-			
	Interior railing	-	lf	\$	-	\$	-			
	HVAC rooftop screen wall	-	sf	\$	-	\$	-			
	Pipe bollards	19.00	ea	\$	-	\$	-			
Cost of Work - Subtotal							\$	919,900.00	\$	29.42
*	General Conditions						\$	-	\$	-
Subtotal - Cost of Work/ CMAR GC's							\$	919,900.00	\$	29.42
Estimate Contingency	0.0%						\$	-	\$	-
Market Escalation Contingency	1.5%						\$	15,120.00	\$	0.48
Construction Contingency	3.0%						\$	27,597.00	\$	0.88
Project Insurances	1.2%						\$	10,578.85	\$	0.34
Performance and Payment Bond	0.80%						\$	7,359.20	\$	0.24
Subcontractor Default Insurance	1.25%						\$	11,498.75	\$	0.37
Building Permit/ Inspections	0.4%						\$	3,679.60	\$	0.12
Testing Agency	0.0%						\$	-	\$	-
Construction Manager - Fees	3.5%						\$	34,850.67	\$	1.11
Total							\$	1,030,584.07	\$	32.96



CABARRUS COUNTY
America Thrives Here

Bids Received:	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5
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Bidder Name:	Dave Steel Company	SteelFab, Inc	Engineered Steel	Davidson Steel	
Bidder Location:	Asheville, NC	Charlotte, NC	Randleman, NC	Winston-Salem, NC	
Amount:	\$ 910,700.00	\$ 963,234.00	\$ 1,136,596.00	\$ 1,522,130.00	
Bid to Apparent Low Variance \$	\$ -	\$ 52,534.00	\$ 225,896.00	\$ 611,430.00	
Bid to Apparent Low Variance %	0%	6%	25%	67%	

[illegible]

Bid Proposal (Subtotal)	\$ 910,700.00	\$ 963,234.00	\$ 1,136,596.00	\$ 1,522,130.00	
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Clarifications					
Addendum (Received/ Reviewed)	Yes	Yes	Yes	Yes	
State Sales Tax (Materials)	\$ -	\$ -	\$ -	\$ -	
Subcontractor P&P Bond	\$ 9,200.00	\$ 7,460.00	\$ 8,200.00	\$ 22,832.00	
Trade Permits	N/A	N/A	N/A	N/A	
MWSBE Participation	Yes	No	Yes	No	
MWSBE 1st tier	\$ -	\$ -	\$ -	\$ -	
MWSBE Other	\$ 160,000.00	\$ -	\$ 152,621.00	\$ -	

TOTAL BID	\$	919,900.00	\$	970,694.00	\$	1,144,796.00	\$	1,544,962.00
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[illegible]

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Legal Department - Request from Pedcor Investments, LLC, for Access Point on Lloyd Garmon Lane

BRIEF SUMMARY:

Mr. Michael Byron of Pedcor Investments, LLC is requesting that the Cabarrus County Board of Commissioners consider granting an additional access point on Lloyd Garmon Lane. A detailed memo outlining the request and the reason for the request is attached.

REQUESTED ACTION:

Motion to grant an additional access point on Lloyd Garmon Lane subject to the following conditions:

1. Access is for emergency vehicles only.
2. The gate must not interfere with use of the private right-of-way.
3. A Knox Box must be installed at the gate.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Richard Koch, County Attorney
Susie Morris, Planning and Zoning Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Memo
- ▣ Request for Access Letter from Pedcor Investments
- ▣ Agreement and Exhibits
- ▣ Proposed Gate Location

Memo

To: Cabarrus County Board of Commissioners

From: Susie Morris, Planning and Zoning Manager & Rich Koch, County Attorney

cc: File

Date: 7/12/2021

Re: Request from Michael S. Byron, VP of Development, Pedcor Investments, LLC to Access Lloyd Garmon Lane

Mr. Michael Byron, Vice President of Development for Pedcor Investments, LLC is requesting the Board of Commissioners consider allowing an additional access point on Lloyd Garmon Lane.

In 2017, County Attorney Rich Koch worked with Ms. Barbara Stoudenmire on an Agreement related to the 60-foot private right-of-way that provides access to County owned property, Ms. Stoudenmire's property and to the Gethsemane Baptist Church. Pedcor Investments, LLC is interested in incorporating one of Ms. Stoudenmire's parcels into a proposed multi-family project. The recorded Agreement is attached for reference.

The private 60-foot right-of-way is of interest to Cabarrus County because Emergency Services uses this right-of-way for access to Highway 49. EMS station #2 currently houses EMS staff and support vehicles along with Squad 410. At some point in the future, a new building will be built to support Squad 410 operations on the back of the parcel. A map showing the location of the County property in relation to the right-of-way and proposed project access point is attached.

Item 3 under the "Terms" section of the Agreement states "Stoudenmire agrees that further subdivision or rezoning of the Stoudenmire parcel will require the prior written agreement of the County relative only to the use of the right-of-way by any new subdivided parcel or a change in use of the Stoudenmire parcels subsequent to a rezoning or conditional use."

Item 4 under the "Terms" Section of the Agreement states "Such agreement on the part of the County to allow further use of the ROW from the Stoudenmire parcels shall be in the County's sole discretion."

Specific items outlined in the Agreement are proposed as part of the Pedcor project. First, the property must be rezoned to support multi-family use of the property. If the property is successfully rezoned, a Special Use Permit will need to be issued. Due to the number of units proposed for the project, remote access is also required. Pedcor Investments, LLC would like for the remote access to connect to Lloyd Garmon Lane.

Information provided by the applicant states that the access point will be gated, and the design will include a Knox Box. Installation of the Knox Box means that only responding fire department personnel have access to the gate.

The proposal has been reviewed by the Cabarrus County EMS Director and the Emergency Management Director. Both are comfortable with the use of the right-of-way for emergency access only and at the location shown on the attached plan. Any other type of traffic has the potential to impact EMS and Squad 410 operations and is not supported.

The Board of Commissioners will need to consider the information presented and decide if granting the additional access point on Lloyd Garmon Lane is appropriate.



June 21, 2021

Cabarrus County Board of Commissioners
P.O. Box 707
Concord, NC 28026

Re: Access to the 60' Private Right of Way - Lloyd Garmon Lane

To Whom It May Concern:

Pedcor Investments, A Limited Liability Company, is interested in pursuing the rezoning of four (4) parcels from OI – Office Industrial, to RV – Residential Village. The main parcel (of the 4 parcels) is 20.52 acres and is located at 3476 Zion Church Road, Concord, Cabarrus County, NC 28025, PIN - 55298230680000; Real Property ID – 11-045-0005.00. Please see the enclosed 'GIS Records' detailing all four parcels involved.

Our hope is to eventually build and manage 216 units of multifamily apartments on these parcels (please see the enclosed 'Site Plan'). In order to accommodate what we have planned, these four parcels must be rezoned and annexed into the City of Concord. The Central Area Plan Amendment will also need to be amended. Finally, we believe that a special use permit will also need to be granted to allow the 216 apartments that we have planned.

The first issue that has arisen with this proposed Site Plan is vehicular access to the Site. We currently show access to the Site at two points along Zion Church Road. But because we are over 200 units, we need one more 'remote access' to the Site outlined in pink in the enclosed documents. We are hereby respectfully requesting the Cabarrus County Board of Commissioners to grant this Site emergency access to a 60' wide private Right of Way (ROW) called Lloyd Garmon Lane, along the western edge of the Site.

Please note that the enclosed Site Plan is in a very preliminary and rough draft form. Should this request for an emergency access point to Lloyd Garmon Lane from the Site be granted by the Cabarrus County Board of Commissioners, the enclosed Site Plan and the building locations of said Site Plan will be tweaked to detail the third emergency access on the western boundary of the Site to the 45' wide private ROW easement, to then access Lloyd Garmon Lane.

Please also see the enclosed 'Plat.' The Plat details in yellow the existing 45' wide private ROW easement to the Site, as well as the private ROW Lloyd Garmon Lane access agreement in orange. We hope to get the necessary 'remote' emergency access to the Site by accessing the yellow 45' private ROW easement, to then follow the orange private ROW, Lloyd Garmon Lane, to NCDOT Highway 49 as detailed in the enclosed Plat. Please note that should we be granted permission to use Private ROW Lloyd Garmon Lane for emergency access only to the Site, we plan to install a locked crash gate with Knox box at the emergency entrance to the Site. Again, the requested emergency access, should it be granted, will require a redesign of the enclosed Site Plan.



The private ROW Lloyd Garmon Lane, detailed in orange in the enclosed Plat, has a recorded Agreement in place. Please see the enclosed 'Agreement.' Please see terms 3 and 4 highlighted on page 2 of the enclosed Agreement. Term 3 states "rezoning of the Stoudenmire Parcel [our planned Site] will require private written agreement of the County relative only to the use of the ROW." Term 4 states "Such agreement on the part of the County to allow further use of the ROW from the Stoudenmire Parcel [our planned Site] shall be in the County's sole discretion."

Please accept this letter as a written formal request for access to Lloyd Garmon Lane from the Site's western boundary. Will the Cabarrus County Board of Commissioners allow the use of the private ROW Lloyd Garmon Lane from the Site for emergency access purposes by signing a private written agreement?

I welcome the opportunity to present this request in person, to have an in-person meeting or discussion, and/or to have an in-person question and answer session about this formal, written request. Please feel free to contact me to discuss this formal written request. I thank you for your time and consideration of this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael S. Byron", written over a light blue horizontal line.

Michael S. Byron
Vice President - Development

Pedcor Investments, A Limited Liability Company
770 3rd Avenue, S.W.
Carmel, IN 46032
Direct – 317-218-2702
E-mail – mbyron@pedcor.net

Enclosures

Cc: Susie Morris
Cheryl Bruin

SCANNED AND RETURNED

FILED
CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS
FILED Apr 05, 2017
AT 04:18 pm
BOOK 12431
START PAGE 0285
END PAGE 0289
INSTRUMENT # 08458
EXCISE TAX \$0.00

MKL

Prepared by: Richard Koch, Attorney at Law; Law Office of Richard M. Koch, P.A.
3220-201 Prosperity Church Road, Charlotte, North Carolina 28269

Mail after recording to: Steve L. Medlin, MEDLIN & MEDLIN, P.A.,
43 Union Street South, Concord, North Carolina 28025

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF CABARRUS

This AGREEMENT is made and entered into effective on execution by and between CABARRUS COUNTY ("County") and BARBARA SToudenmire ("Stoudenmire").

RECITALS

1. The County is the owner of a parcel of real property along Highway 49 in Concord, Cabarrus County, North Carolina identified as PIN 5529-82-0189 and described in a deed recorded in Deed Book 814, page 190 of the Cabarrus Public Registry (the "County Parcel").

2. Stoudenmire is the owner of a parcel of real property near Highway 49 in Concord, Cabarrus County, North Carolina with an address of 370 Lloyd Garmon Lane and 400 Lloyd Garmon Lane in Concord, Cabarrus County, North Carolina with both parcels identified as PIN 5529-82-1508 and described in deeds recorded in Deed Book 580, page 793, Book 736, page 76 and Book 3118, page 177 of the Cabarrus Public Registry (the "Stoudenmire Parcel").

3. The County Parcel is subject to a 60 foot wide private right of way which runs from the Stoudenmire property, along the length of the county eastern boundary, to Highway 49. That right of way is called Lloyd Garmon Lane and is described on a survey map by James T. West, PLS, dated October 27, 2015, a copy of which is attached hereto and incorporated herein by reference.

4. The Stoudenmire Parcel and a parcel owned by Gethsemane Baptist Church use the ROW for ingress, egress and regress to and from Highway 49.

5pgs 26-

5. Stoudenmire desires to subdivide the Stoudenmire Parcel to create and to convey an additional lot known as 400 Lloyd Garmon Lane ("New Lot") which would need access to and from Highway 49 via the ROW.

6. The County is amenable to allowing the New Lot owner to use the ROW for ingress, egress and regress to and from Highway 49 for normal and customary residential purposes.

7. The County Parcel is used in as emergency medical services (ambulance) facility and the County is concerned about increased traffic on and use of the ROW, which the County also uses for access by its ambulances and other vehicles to and from Highway 49.

8. The Stoudenmire Parcel does have an existing unopened right of way to Highway 49 along the eastern side of its property as described in Dced Book 3118, page 177.

9. The purpose of this Agreement is to clarify the usage of the ROW by Stoudenmire but also to partially restrict the use of the ROW from the Stoudenmire Parcel.

In consideration of the foregoing Recitals and the following Terms, which contain mutual provisions and promises which make this Agreement legally binding and enforceable, the County and Stoudenmire agree as follows.

TERMS

1. The County acknowledges and affirms that the Stoudenmire Parcel has the right of ingress, egress and regress via the ROW to and from Highway 49.

2. The County further acknowledges and affirms that the New Lot has the right of ingress, egress and regress via the ROW to and from Highway 49.

3. Stoudenmire agrees that further subdivision or rezoning of the Stoudenmire Parcel will require the prior written agreement of the County relative only to the use of the ROW by any new subdivided parcel or a change in use of the Stoudenmire Parcel subsequent to a rezoning or conditional use.

4. Such agreement on the part of the County to allow further use of the ROW from the Stoudenmire Parcel shall be in the County's sole discretion.

5. This restriction on the use of the ROW by any new subdivided or rezoned part of the Stoudenmire Parcel shall be a burden on the Stoudenmire Parcel, which shall run with such land.

6. This restriction shall run for a period of twenty-five (25) years.

7. The County shall have the right to enforce the provisions of this Agreement through the General Court of Justice of Cabarrus County with injunctive relief, it being stipulated and agreed that irreparable harm exists if this Agreement is breached and that the County has no other remedy at law.

8. This Agreement shall be construed pursuant to North Carolina law.

IN WITNESS, the parties have executed this Agreement as indicated below.

CABARRUS COUNTY

By:


COUNTY MANAGER

Date:

4/4/17

Attest:


Clerk to the Board



Barbara Stoudemire (SEAL) Date: 03-22-2017
BARBARA STOUDENMIRE

NORTH CAROLINA
CABARRUS COUNTY

I, Angela F. Poplin, a Notary Public in and for such County and State, certify that Michael K. Downs personally came before me this day and acknowledged that he is the County Manager of Cabarrus County, and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by him.

Witness my hand and seal this 4th day of April, 2017.


Notary Public

My Commission Expires: October 22, 2018



NORTH CAROLINA
CABARRUS COUNTY

I, Rebecca B. Moss, a Notary Public for said Stanly County and State, do hereby certify that Barbara Stoudenmire personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose therein intended.

Witness my hand and seal this 22nd day of March, 2017.

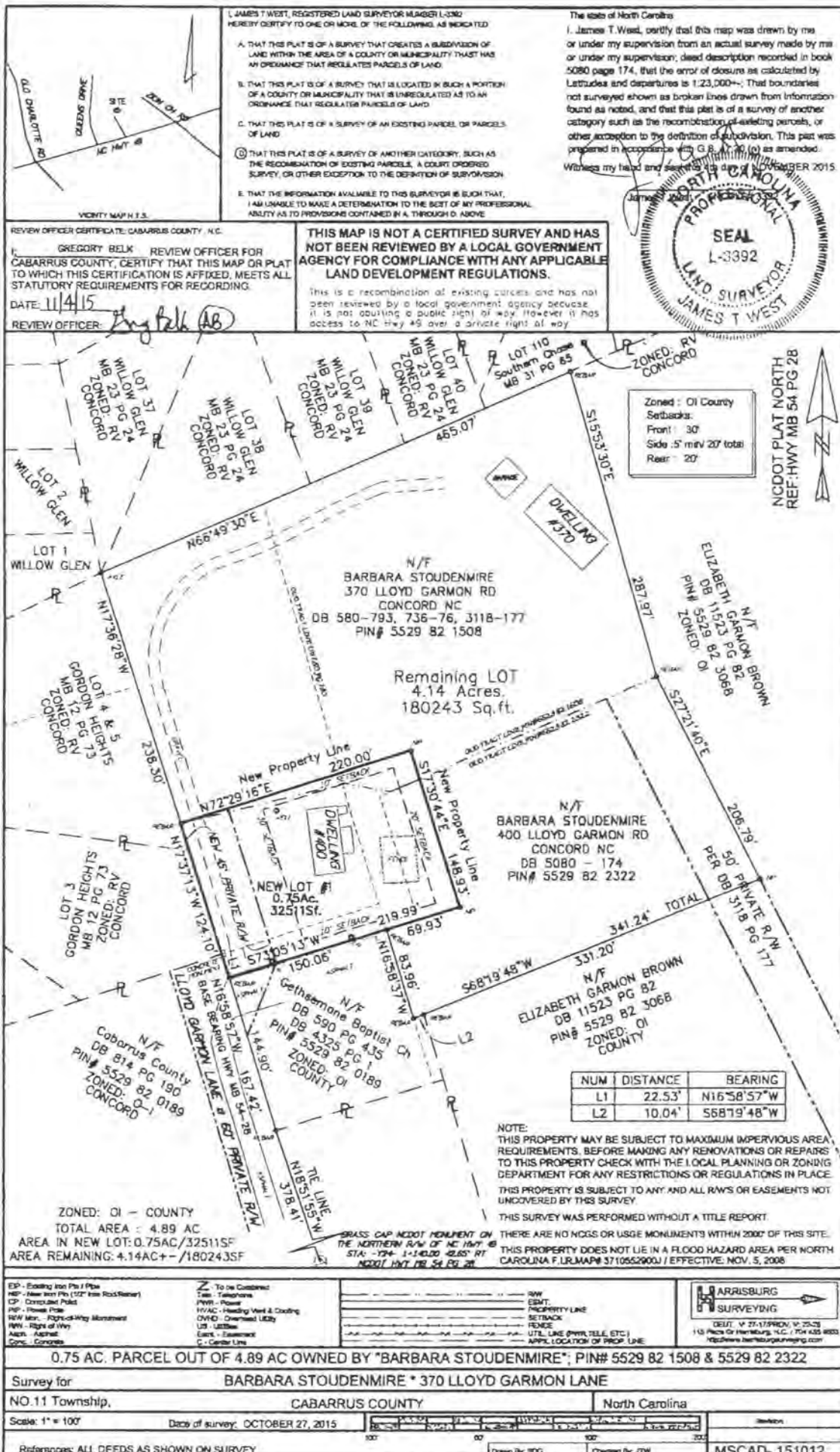
Rebecca B. Moss
Notary Public

My Commission Expires: July 27, 2019

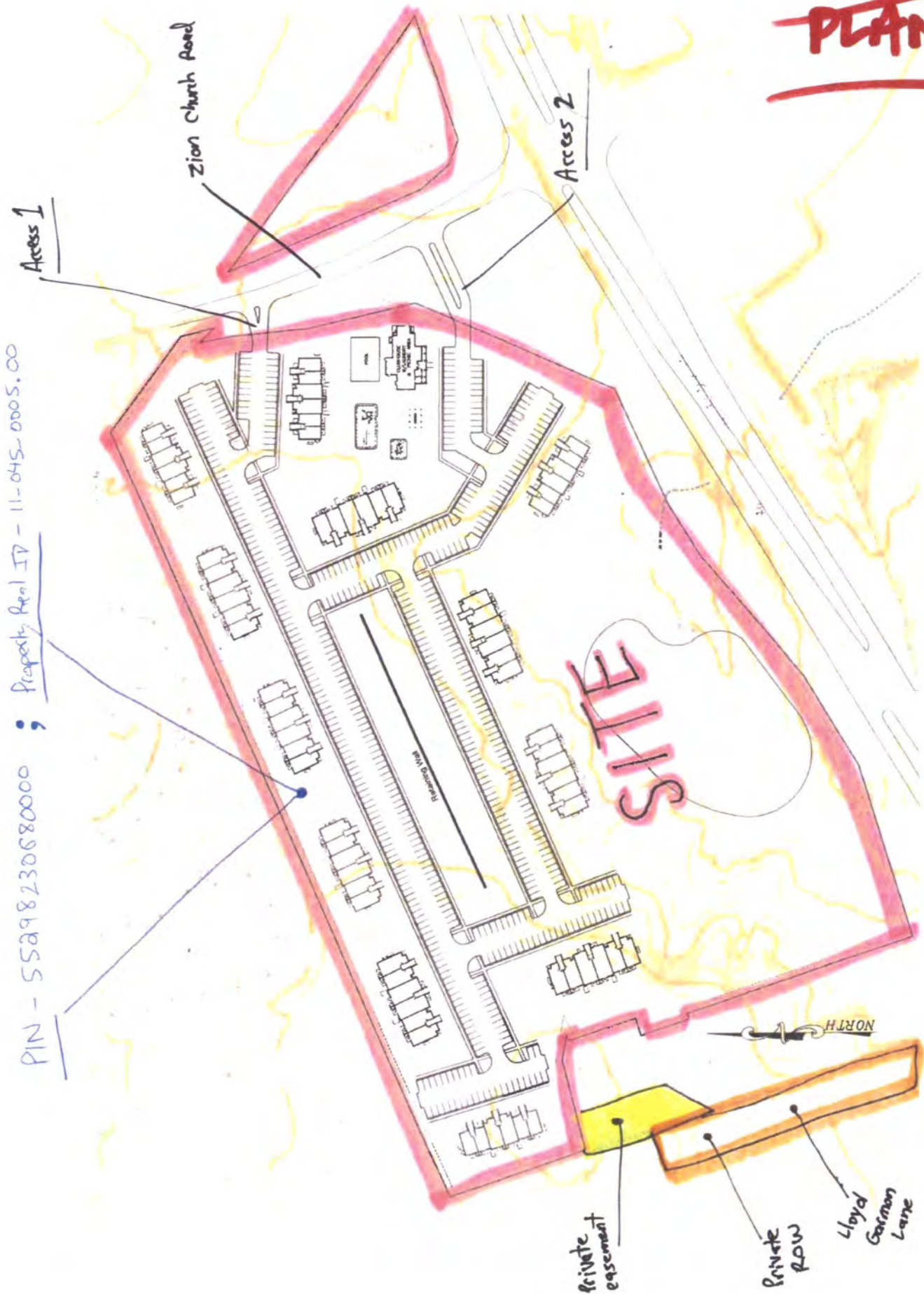


This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: Dwain B. Leamy
Finance Director 4-5-17

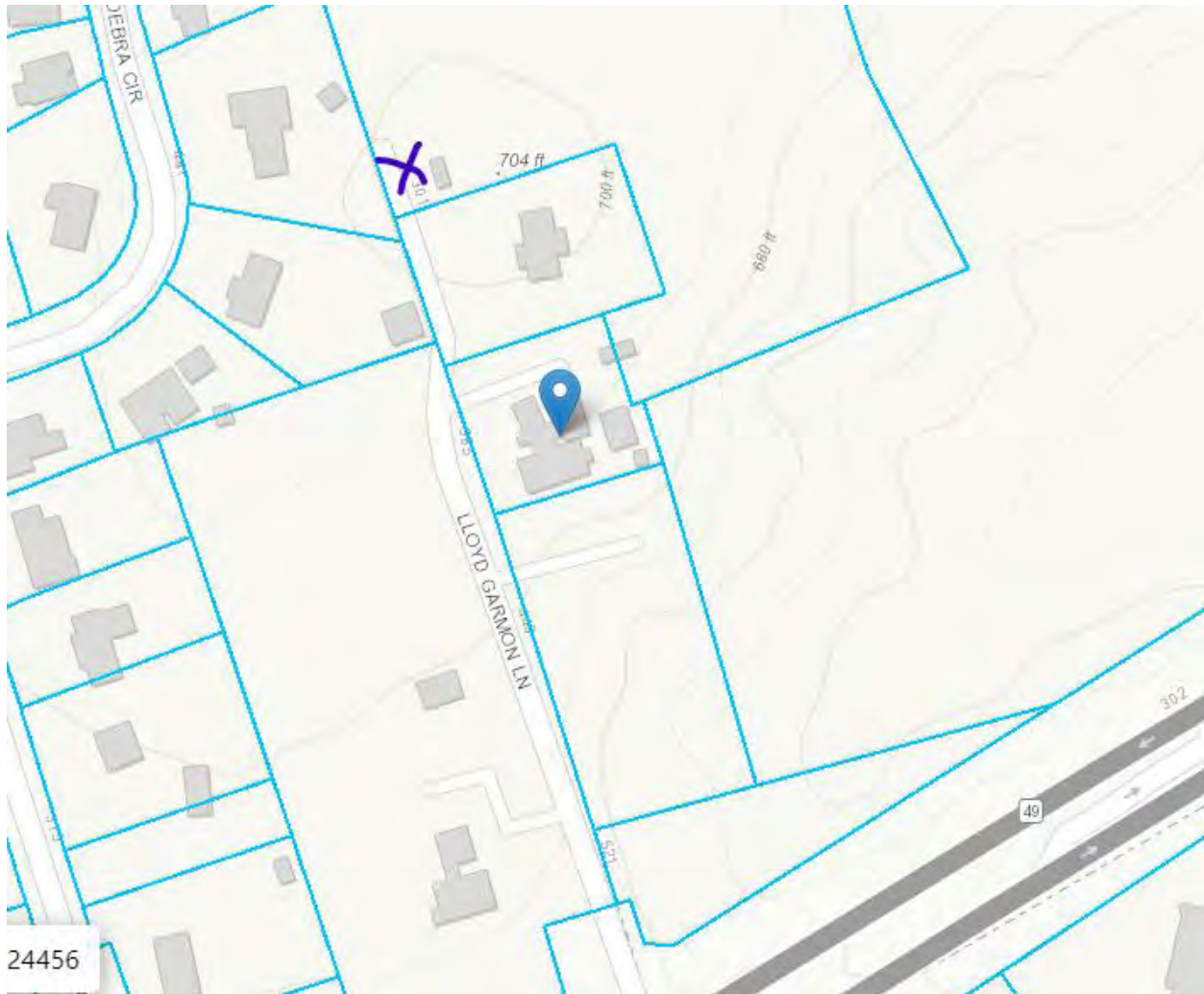


SITE PLAN



PIN - 55298230680000 ; Property Real ID - 11-045-0005.00

Proposed Remote Emergency Access Gate Location



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning and Development - Budget Amendment for Blue Cross Blue Shield Grant

BRIEF SUMMARY:

Blue Cross Blue Shield has offered Cabarrus County an additional \$10,000 of grant funds for home repairs. Staff was granted permission at the February 15, 2021 BOC meeting to accept additional funds if offered through this program. There is no match necessary for this grant. The request is for the Board to approve the necessary budget amendment to place the revenues and expenses in the budget for expenditure.

REQUESTED ACTION:

Motion to adopt the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Kelly Sifford, AICP

Planning and Development Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ BA and MOU Revision for BCBS Grant

Budget Revision/Amendment Request

Date: 8/16/2021

Amount: 10,000.00

Dept. Head: Kelly Sifford

Department: Planning & Development - Community Development

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Received additional funding from the Blue Cross Blue Shield of North Carolina's Health Home Initiative Program. An authorization for extension of funds was approved at the February 15th, 2021 Board of Commissioners Regular Meeting.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	2	0163250-6226-CS	Home Improvement Grant - BCBS		10,000.00		10,000.00
001	2	00193250-9493-BCBS	Operations - Healthy Homes BCBS		10,000.00		10,000.00

Total 20,000.00

Budget Officer

☐ Approved
☐ Denied

County Manager

☐ Approved
☐ Denied

Board of Commissioners

☐ Approved
☐ Denied

Signature

Signature

Signature

Date

Date

Date

Schedule A: Blue Cross and Blue Shield of North Carolina's Healthy Home Initiative – Project Funding

Service Provider funding as outlined in the MOU is as follows for
Cabarrus County Planning and Development Services

Funding Period: July 1, 2021 to December 31, 2021

Total Additional Funds Available: \$ 10,000

The funds available must benefit the following counties: Cabarrus. Seven percent (7%) of the funding is for administration. Service providers will receive the funds spent on each project upon completion of work and submission of required documentation.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Award of Electronics Detection K-9

BRIEF SUMMARY:

Jordan Detection K-9 recognized the need for electronics detection dogs. These electronic detection dogs are very useful in cases involving child pornography and exploitation, human trafficking, and fraud. Jordan Detection K-9's has several non-profits that they work with to provide electronic detection K-9's to local law enforcement agencies at no cost to the agency provided a few criteria are met:

- the agency provides all maintenance for the K-9, to include food, shelter, and medical
- commit to a 5 year deployment of the K-9
- provide funding for the annual recertification of the K-9 and handler.
- when necessary, provide for funding for training when another handler is assigned to the K-9.

REQUESTED ACTION:

Motion to accept the grant award.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Chief Deputy James Bailey

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Contract



Jordan Detection K-9
1048 N Buck Creek Rd.
Greenfield, Indiana 46140
765-278-0743

ELECTRONIC DETECTION K-9 AWARD APPLICATION

GENERAL INFORMATION:

Over the past few years, Jordan Detection K-9 has partnered with several not for profits. When they discovered the availability of trained K-9's that could be of great assistance investigating child exploitation and human trafficking type crimes, they felt an obligation to help law enforcement agencies obtain this new tool to aid in their investigations. The not for profit underwrites the program and will provide funding for an Electronic Storage Detection K-9 to law enforcement agencies who successfully complete an award application and meet all of the terms and conditions of the program.

The applications will be reviewed by Chief Trainer, Todd Jordan, Jordan Detection K-9. Final determination of the agency receiving the award will be made by the Board of Directors of the specific not for profit making the donations. The award will consist of a fully trained and certified Electronic Storage Detection K-9 trained and certified by Jordan Detection K-9. Initial training and certification of an agreed upon handler by Todd Jordan will be included.

TRAINING AND CERTIFICATION:

The training and certification of the awarded K-9 is conducted solely by Jordan Detection K-9 located in Indianapolis, Indiana. Jordan Detection K-9 develops the curriculum and oversees all training and instruction for the program. The highly intensive two week handler course will include classroom instruction, scenario based real life training, as well as various physically demanding training exercises. The canines are trained to work through all types of environmental issues and discriminate and locate many types of electronic devices throughout the training program.

At the end of the two week course, the teams are required to pass a certification standard test conducted by Jordan Detection K-9 CEO/Chief Trainer, Todd Jordan. This certification is critical to the success of the handler. Evidence uncovered by the K-9 may become a key point in subsequent criminal and civil trials.



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After completing the initial two week training, the K-9 and handler become a team. Each team must recertify annually at one of the recertification locations. Annual recertification arrangements and fees will be determined and agreed upon by the agency and Jordan Detection K-9. A five year commitment by the law enforcement agency receiving the award is required. If the K-9 is not recertified yearly by a representative of Jordan Detection K-9 or the department doesn't complete the five year commitment, the applicable not for profit shall be reimbursed the total amount paid for the K-9. The K-9 will be decertified and retired to the agency/handler. Should the agency decide to change handlers of the K-9, the agency shall be responsible for the cost of a two week handler school through Jordan Detection K-9 to re-train the new handler.



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APPLICATION

AGENCY INFORMATION:

NAME: Cabarrus County Sheriff's Department

ADDRESS: 30 Corban Ave SE

Concord, NC 28025 US

PO Box 707 Concord NC 28026

EMAIL ADDRESS:

oigrimes@cabarruscounty.us

PHONE CONTACT: 704 920 3067

APPLICANT/HANDLER INFORMATION:

NAME: Travis Coley

ADDRESS: 1153 Greenheather Drive. Salisbury NC 28147



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EMAIL/PHONE CONTACT: tbcoley@cabarruscounty.us 704 425 3639

REQUIRED INFORMATION:

Is there an Electronic Storage Detection K-9 in your area? Yes _____ No X Don't Know _____

If yes, where is the team located? Did the K-9 go through Jordan Detection K-9 for certification?

How many search warrants were conducted by your ICAC Task Force for the previous two years?

45


Attach a current resume of the applicant describing their job and training history including a list of certifications and agency/department work experience.



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APPLICANT/HANDLER MUST COMPLETE THE FOLLOWING:

I, Travis Coley, in consideration of my participation in the Not for Profit Grant Program, do hereby release the Not for Profit, Jordan Detection K-9, and any contributors and all other departments or agencies associated with the program, from any and all liability for any illness or bodily injury sustained by, or alleged to have been sustained by the applicant/handler arising in any way from his/her participation in this program.

Signature:  TRAVIS COLEY Date: 06-29-2021

AGENCY/DEPARTMENT MUST COMPLETE THE FOLLOWING:

The applicant is a full-time employee of the agency named above, is in good health and can complete all phases of training.

Yes X No

Applicant has the ability to walk three to four miles per day. Yes X No

Applicant has the ability to walk backwards, touch the floor and reach to throw targets.

Yes X No



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The agency listed on the agency information line on this form is attached to an Internet Crimes Against Children Task Force.

Yes ☒ No ☐

The agency conducts search warrants in child exploitation cases. Yes ☒ No ☐

The agency supports the applicant/handler named above. Yes ☒ No ☐

The agency agrees to the terms and conditions required with the five year commitment or handler change.

Yes ☒ No ☐

The agency will be responsible for the K-9's care which includes but is not limited to, food, veterinarian care, yearly recertification through Jordan Detection K-9 and general care and transport of the K-9.

Yes ☒ No ☐

The agency can accept a partial donation towards the purchase of a K-9. Yes ☐ No ☐

The agency requires a full donation towards the purchase of a K-9. Yes ☒ No ☐



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Once an agency is chosen, and a K-9 has been purchased, an agency will be unable to cancel without paying a \$1,500.00 fee to maintain the K-9 until the next class. Once Jordan Detection K-9 has been notified that the agency has canceled or given up their place in class, an invoice for \$1,500.00 shall be paid by the agency.

I agree with the above \$1,500.00 fee requirement. Yes ☒ No ☐

If the K-9 is not recertified yearly by a representative of Jordan Detection K-9 or the department doesn't complete the five year commitment, the applicable not for profit shall be reimbursed the total amount paid for the K-9. The K-9 will be decertified and retired to the agency/handler. Should the agency decide to change handlers of the K-9, the agency shall be responsible for the cost of a two week handler school through Jordan Detection K-9 to re-train the new handler.

I agree with the above statement. Yes ☒ No ☐

The not for profits and Jordan Detection K-9 require that the K-9 lives in the handler's personal residence and shall NOT be kept in a kennel. The K-9 must be present with the handler during the work day in the office or general vicinity of the handler for working and bonding purposes and not kept separate from the handler.

I agree with the above terms. Yes ☒ No ☐

The Electronic Detection K-9 will not receive training from any other agency, trainer or handler while under the 5 year commitment, failure to consistently train the K-9 in the manner taught by Jordan Detection K-9 will result in full reimbursement of the K-9 to the not for profit.

I agree with the above terms. Yes ☒ No ☐



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By accepting a donated K-9, the agency agrees to share statistics which involve the K-9 with the donor(s). This includes number of search warrants, number of devices found, and any other relevant information that the organization may report back to the donors who funded the K-9. The K-9 shall be made available for media releases and donors shall be acknowledged in such media releases.

I, YAN W. SHAW, the Chief/Department Head of the agency named above, in consideration of the participation by TRAVIS Coley, (applicant/handler) in the Not for Profit K-9 Program, do hereby on behalf the department release said Not for Profit, Jordan Detection K-9, and any contributors to the not for profit and any and all other departments or agencies associated with the program, from any and all liability for any illness or other bodily injury sustained by, or alleged to have been sustained by the applicant/handler arising in any way from his/her participation.

SIGNATURE: _____

DATE: _____

7-7-2021

SUBMIT TO: jordandetectionk9@gmail.com

For Office Use Only:

Applicant approved by: _____ Date: _____

Applicant Name: _____ Class Completion Date: _____

TRAVIS COLEY

Detective- Cabarrus County Sheriff's Office

PROFILE

I have been a law enforcement officer since May 2013. I began my Career as a Deputy Sheriff for Rowan County Sheriffs Office. I was assigned to the detention center, where I worked for about 10 months. I was reassigned to the Patrol division and worked an assigned patrol zone. My duties included answering calls for service, taking reports, and conducting investigations. I was certified as a field training officer in 2017, and a member of the special response team.

In 2019, I accepted a position with Cabarrus County Sheriffs Office, and began working criminal investigations. I have investigated many types of cases, including property crimes, assaults, robberies, homicides, internet crimes against children, child exploitation, and more. I am a certified ASP instructor, and member of the Cabarrus County Special Response Team.

CONTACT

PHONE:

(c) 704-425-3639
(a) 704-920-3119

(H) 1153 Greenheather Drive.
Salisbury, NC 28147

(O) 30 Corban Ave SE
Concord NC, 28025

EMAIL:

tbcoley@cabarruscounty.us

EDUCATION

Mount Pleasant High School

August 2005 – June 2009

Rowan Cabarrus Community College

August 2009 – January 2013

BLET – Rowan Cabarrus Community College

August 2012- January 2013

WORK EXPERIENCE

Rowan County Sheriff's Office – Deputy Sheriff

May 2013–June 2019

Patrol assigned area, respond to calls for service, make investigative and incident reports. Investigate criminal cases.

Field Training Officer

SRT Operator

Cabarrus County Sheriff's Office - Detective

June 2019–Present

Investigate Criminal reports, conduct interviews with witnesses and suspects. Obtain and execute, warrants, subpoenas, search warrants, court orders. Conducting ICAC investigations and search warrants, evidence collection/processing.

ASP Instructor

SRT Operator

SKILLS/CERTIFICATIONS

Interview and Interrogation

Field Training Officer

ASP Instructor

Basic SWAT

Advanced SWAT

NC Police Law Institute

Drug Enforcement for Patrol Officers

Crisis Intervention Training

CPR/ First Aid

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Approval of Regular Meeting Agenda

SUBJECT:

BOC - Approval of Regular Meeting Agenda

BRIEF SUMMARY:

The proposed agenda for the August 16, 2021 regular meeting is attached.

REQUESTED ACTION:

Motion to approve the agenda for the August 16, 2021 regular meeting as presented, including the public hearings.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▢ Agenda

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**August 16, 2021
6:30 PM**

MISSION STATEMENT

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

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

INVOCATION

A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. DHS - Child Support Awareness Month Proclamation
2. DHS - Economic Services Appreciation Month Proclamation

D. INFORMAL PUBLIC COMMENTS

E. OLD BUSINESS

F. CONSENT AGENDA

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

1. Appointments (Removals) - Cabarrus County Animal Protection Advisory Board
2. County Manager - FY 21 Funding Re-appropriations
3. County Manager - Fiscal Recovery Funds Spending Plan

4. DHS - Family Caregiver Support Program Grant
5. DHS - Transportation FTA Section 5310 Grant
6. EMS - Four Ambulance Remount Purchases
7. Finance - New Temporary Position for American Rescue Plan (ARP) Administrator
8. Finance - Update of Capital Project Fund Budget and Related Project Ordinance for County Capital Project Fund
9. Finance - Write off of Ambulance Receivable
10. Infrastructure and Asset Management - Cabarrus County Emergency Medical Services Headquarters GMP-1.5
11. Legal Department - Request from Pedcor Investments, LLC, for Access Point on Lloyd Garmon Lane
12. Planning and Development - Budget Amendment for Blue Cross Blue Shield Grant
13. Sheriff's Office - Award of Electronics Detection K-9
14. Tax Administration - Refund and Release Reports - July 2021

G. NEW BUSINESS

1. BOC - Modernization of the Discharge of Firearms and Air Guns Ordinance
2. Economic Development Investment - Ball Metal Beverage Container Corp. (Project Aquamarine Component 1) - Public Hearing 6:30 p.m.
3. Economic Development Investment - RRB Beverage Operations Inc. (Project Aquamarine Component 2) - Public Hearing 6:30 p.m.
4. Economic Development Investment - Red Bull North America, Inc. (Project Aquamarine Component 3) - Public Hearing 6:30 p.m.
5. Infrastructure and Asset Management - Northeast Communications Tower Design-Build Contract

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 Budget Amendment Report
4. Budget - Monthly Financial Update
5. County Manager - Monthly Building Activity Reports
6. County Manager - Monthly New Development Report
7. EDC - July 2021 Monthly Summary Report

I. GENERAL COMMENTS BY BOARD MEMBERS

J. WATER AND SEWER DISTRICT OF CABARRUS COUNTY

K. CLOSED SESSION

L. ADJOURN

Scheduled Meetings

September 7	Work Session	4:00 p.m.	Multipurpose Room
September 20	Regular Meeting	6:30 p.m.	BOC Meeting Room
October 4	Work Session	4:00 p.m.	Multipurpose Room
October 18	Regular Meeting	6:30 p.m.	BOC Meeting Room
October 20	Cabarrus Summit	6:00 p.m.	Cabarrus Arena

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

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

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

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

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

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**August 2, 2021
4:00 PM**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation and Acquisition of Real Property

BRIEF SUMMARY:

A closed session is needed to discuss matters related to pending litigation and acquisition of real property as authorized by NCGS 143-318.11(a)(3) and (5).

REQUESTED ACTION:

Motion to go into closed session to discuss matters related to pending litigation and acquisition of real property as authorized by NCGS 143-318.11(a)(3) and (5).

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
