

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

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

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**1. CALL TO ORDER - CHAIRMAN**

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

2.1. BOC - Changes to the Agenda Pg. 3

**3. CLOSED SESSION**

3.1. Closed Session - Pending Litigation Pg. 5

**4. DISCUSSION ITEMS - NO ACTION**

4.1. Innovation and Technology - Innovation Report Pg. 6

4.2. County Manager - Cabarrus County Recovery Grants - Small Business Support Program Update Pg. 8

4.3. CVB - Annual Report Pg. 10

4.4. Emergency Management - Strategic Fire Study Update Pg. 11

4.5. Infrastructure and Asset Management - Emergency Equipment Warehouse and ITS Building Project Update Pg. 24

4.6. Infrastructure and Asset Management - Rotary Square Christmas Tree and City of Concord Christmas Village Pg. 25

**5. DISCUSSION ITEMS FOR ACTION**

5.1. BOC - Appointments to Boards and Committees Pg. 27

5.2. County Manager - Cabarrus Thread Trail Participation Pg. 29

5.3. County Manager - Interlocal Wastewater Capacity Allocation Agreement Pg. 48

5.4. DHS - Appropriation of Supplemental LINKS Funding Pg. 66

5.5. DHS - Low Income Energy Assistance Program Funds Pg. 71

5.6. DHS - SHIIP Grant Budget Amendment Pg. 77

5.7. Infrastructure and Asset Management - Meritage Homes Temporary Construction Easement at Vietnam Veterans Park for Sewer Line Connection Access Pg. 80

5.8. Infrastructure and Asset Management - Mount Pleasant Library - Senior Center Design Firm Selection for Initial Design Services Pg. 89

- 5.9. Infrastructure and Asset Management - Mount Pleasant Park Amenity Design Firm Selection for Initial Design Services Pg. 97
- 5.10. Infrastructure and Asset Management - Town of Midland Temporary Construction Easement at Rob Wallace Park for Veterans Memorial Pg. 102
- 5.11. Planning and Development - Budget Amendment for Duke Rebate Program Funds Pg. 116
- 5.12. Planning and Development - Soil and Water Conservation District Board - Applications for Farmland Preservation Grants Pg. 119
- 5.13. Sheriff's Office - Transfer of Surplus Vehicle Pg. 121

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

- 6.1. BOC - Approval of Regular Meeting Agenda Pg. 126

## **7. CLOSED SESSION**

- 7.1. Closed Session - Pending Litigation and Economic Development Pg. 130

## **8. ADJOURN**

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

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

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

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**AGENDA CATEGORY:**

Approval of Work Session Agenda - Chairman

**SUBJECT:**

BOC - Changes to the Agenda

**BRIEF SUMMARY:**

A list of changes to the agenda is attached.

**REQUESTED ACTION:**

Motion to approve the agenda as amended.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- ▢ Changes to the Agenda



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

**ADDITIONS:**

**Discussion Items - No Action**

**4.3 CVB – Annual Report**

**4.6 Infrastructure and Asset Management – Rotary Square Christmas Tree and City of Concord Christmas Village**

**UPDATED:**

**Closed Session**

**7.1 Closed Session – Pending Litigation and Economic Development**



## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

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

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**AGENDA CATEGORY:**  
CLOSED SESSION

**SUBJECT:**  
Closed Session - Pending Litigation

**BRIEF SUMMARY:**  
A closed session is needed to discuss matters related to pending litigation as authorized by NCGS 143-318.11(a)(3).

**REQUESTED ACTION:**  
Motion to go into closed session to discuss matters related to pending litigation as authorized by NCGS 143-318.11(a)(3).

**EXPECTED LENGTH OF PRESENTATION:**  
30 Minutes

**SUBMITTED BY:**  
Mike Downs, County Manager

**BUDGET AMENDMENT REQUIRED:**  
No

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

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

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

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### **AGENDA CATEGORY:**

Discussion Items - No Action

### **SUBJECT:**

Innovation and Technology - Innovation Report

### **BRIEF SUMMARY:**

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

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

### **REQUESTED ACTION:**

Receive report.

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

15 Minutes

### **SUBMITTED BY:**

Debbie Brannan, Area Manager of Innovation and Technology

### **BUDGET AMENDMENT REQUIRED:**

No

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

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

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

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### **AGENDA CATEGORY:**

Discussion Items - No Action

### **SUBJECT:**

County Manager - Cabarrus County Recovery Grants - Small Business Support Program Update

### **BRIEF SUMMARY:**

The Board approved up to \$5 million from the American Rescue Plan (ARP) State & Local Fiscal Recovery Funds to go toward small business grants of up to \$10,000. Applications were accepted from eligible small businesses from Tuesday, September 21 through Friday, October 15, 2021. More than 200 applications were received with more than 130 deemed eligible. Of these, nearly 50% of the organizations are minority and/or female owned.

The application window is being reopened through November 19 to make sure all small businesses have the opportunity to apply. Communications will provide an update on the strategies they will use to enhance outreach efforts over the next three weeks.

### **REQUESTED ACTION:**

Receive report.

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

10 Minutes

### **SUBMITTED BY:**

Rodney Harris, Deputy County Manager  
Kasia Thompson, Communications Director

### **BUDGET AMENDMENT REQUIRED:**

No

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

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## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

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

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

CVB - Annual Report

**BRIEF SUMMARY:**

Add attachment saved in folder. Try again.

**REQUESTED ACTION:**

Receive information.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Donna Carpenter, President/CEO  
Cabarrus County Convention & Visitors Bureau

**BUDGET AMENDMENT REQUIRED:**

No

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

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## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

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

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Emergency Management - Strategic Fire Study Update

**BRIEF SUMMARY:**

Emergency Management and Fire Services staff will present the attached PowerPoint presentation and provide an update on recommendations from the study.

**REQUESTED ACTION:**

Receive update.

**EXPECTED LENGTH OF PRESENTATION:**

30 Minutes

**SUBMITTED BY:**

Jacob Thompson, Fire Marshal  
Steven Langer, EM Director

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- ▢ Fire Study Update



# Fire Service Strategic Study Update

2021



# Where we are...

- Study started early-mid 2020. Full overview given by consultant to BOC September 2020.
- **Purpose:** The purpose of the study was to produce an overview looking at the current fire and rescue service delivery system in the unincorporated areas of Cabarrus County and provide insight to priority needs and issues in the short term and long-term. Recommendations were sought as to how to best position Cabarrus County Government to manage projected service delivery demands into the next few years, as well as ensure sustainable provision of fire and rescue services for the county in the most efficient manner possible.





## Where we are...Study Recommendation #1

Recommendation #1: (Long-term) Cabarrus County move towards a more regional or unified fire protection service district.



# Where we are...Fire District Funding

- Cabarrus County fire departments are currently funded using a Rural Fire Protection District model as provided in G.S. Chapter 69 Article 3A.

## Fire Districts - Per \$100.00 Property Valuation

Allen - 7.5 cents	Kannapolis Rural - 10 cents
Cold Water - 8 cents	Midland - 10 cents
Concord Rural - 14 cents	Mt. Mitchell - 8.26 cents
Flowers Store - 7 cents	Mt. Pleasant - 11.8 cents
Georgeville - 9.2 cents	Northeast - 12.7 cents
Gold Hill - 8 cents	Odell - 6.8 cents
Harrisburg Rural - 15 cents	Richfield - 7 cents
Jackson Park - 14 cents	Rimer - 8.8 cents



## Where we are...Fire Service Districts

An additional or alternative funding mechanism for fire departments is the creation of a fire service district.

A fire service district can allow for equalization of the overall tax burden across individual fire districts.



# Where we are...Sub-Committee Formation

Kick-off Meeting - March 2021

Attendance by fire service leadership, county management and staff

Fire Service District Sub-Committee formed

To date met with following counties who currently have fire service districts in place:

- Cleveland County
- Cumberland County
- Guilford County
- Iredell County
- Moore County
- Wake County



## Where we are...Study Recommendation #2

Recommendation #2: Evaluate the current fire districts for closest unit response.



## Where we are....

Currently, the fire district a resident lives in may not coincide to the fire station the resident lives closest to.

The fire study saw an opportunity to improve the allocation of resources through a recommendation for the realignment of fire district boundaries that encompasses the closest unit response to ensure services are being provided in the most efficient manner.



# Where do we go from here?

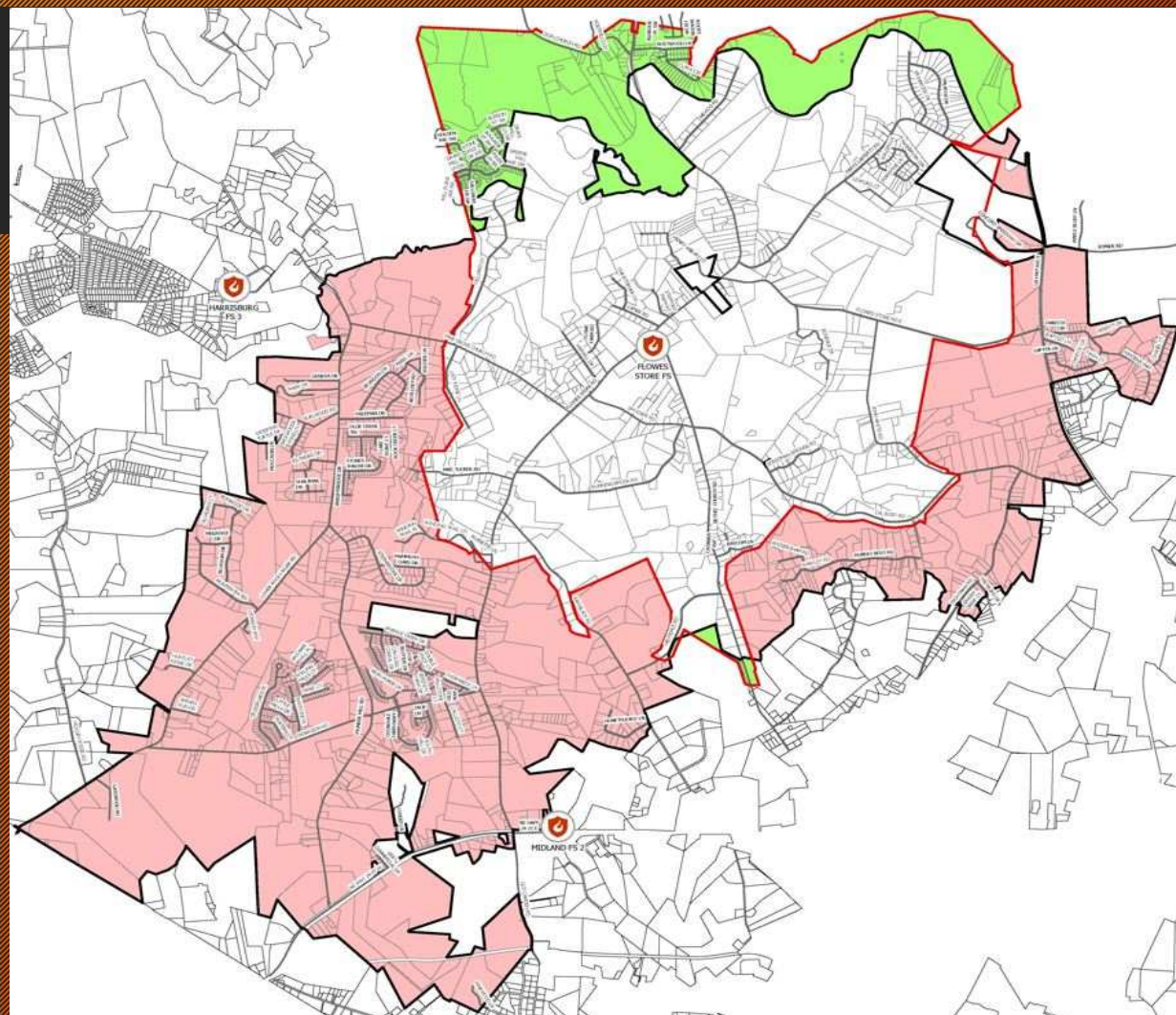
Using data provided during the study as well as assistance from county GIS personnel assessments will be made for each individual fire district boundary.

We will be meeting with each fire district over several months and assessing the recommended changes to ensure all are feasible.

After all modifications are made, a final map will be produced and sent to NC Office of State Fire Marshal (OSFM) for review.

If approved by NC OSFM, fire services staff and county management will bring the proposed changes to the BOC for approval via a public hearing/notice. Approved changes by BOC will not become effective until the first day of July following adoption of ordinance.





The overall process for reviewing all fire district maps may take several months by staff. In the interim, one district area (see map) will need to be addressed now based on collected data and current circumstances.



# Why address this area now?

One of the largest areas of impact shown by county GIS data.

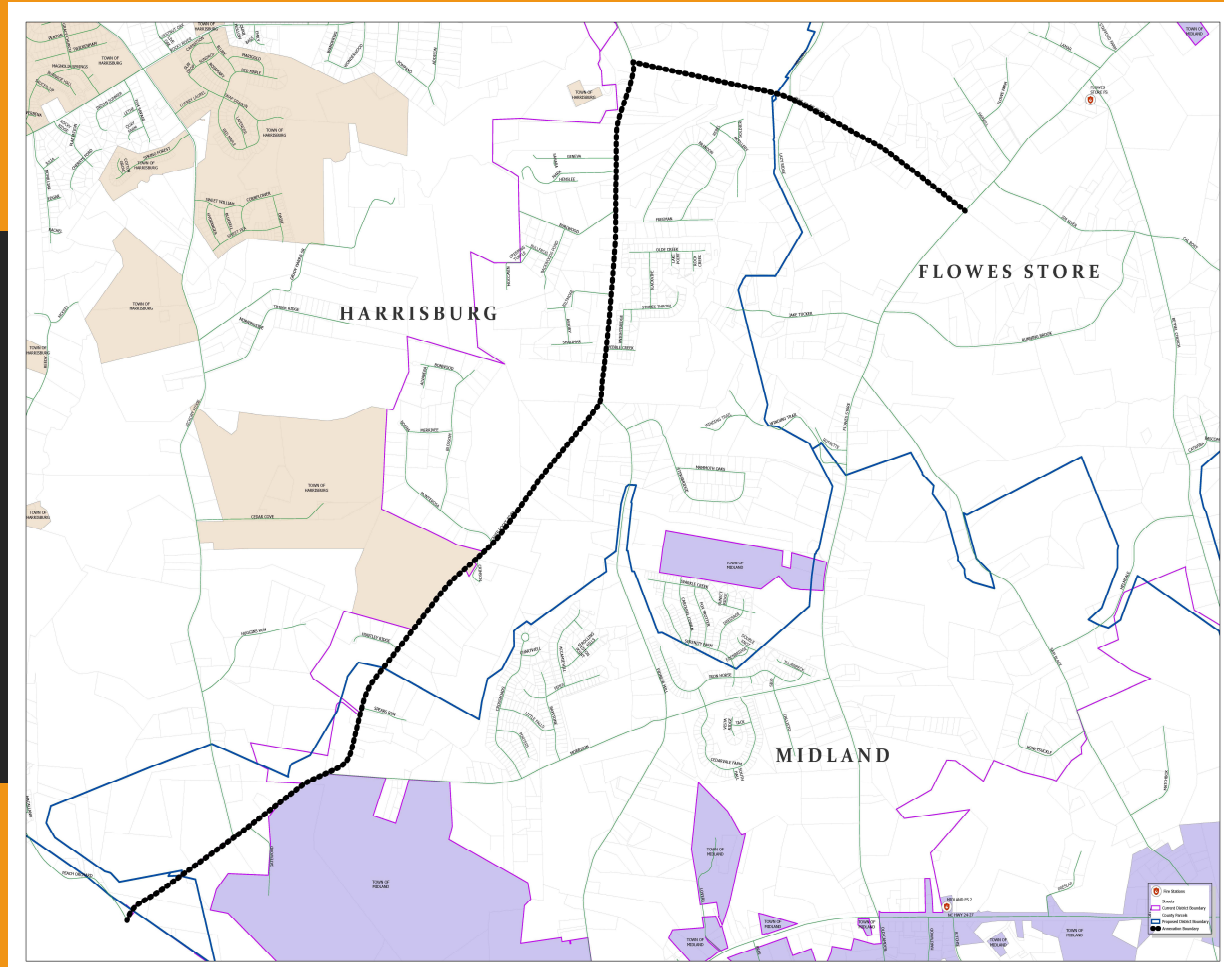
Flowers Store FD proposing to build a second fire station to cover this area which can be achieved utilizing current fire stations (Harrisburg & Midland) in place.

Continued growth and annexation in the affected area.

Annexation agreements between the Town of Harrisburg and Town of Midland, including future land use planning, shows these areas will continue to be absorbed by the municipalities.



# Annexation Agreement Map



## CABARRUS COUNTY



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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Infrastructure and Asset Management - Emergency Equipment Warehouse and ITS Building Project Update

**BRIEF SUMMARY:**

County staff will provide an update on the progress of the 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:**

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# CABARRUS COUNTY



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### **AGENDA CATEGORY:**

Discussion Items - No Action

### **SUBJECT:**

Infrastructure and Asset Management - Rotary Square Christmas Tree and City of Concord Christmas Village

### **BRIEF SUMMARY:**

County staff will provide logistics, details, and layout of City of Concord Christmas Tree Lighting Event and Christmas Village with regards to the use of Rotary Square.

### **REQUESTED ACTION:**

Receive input.

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

5 Minutes

### **SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

### **BUDGET AMENDMENT REQUIRED:**

No

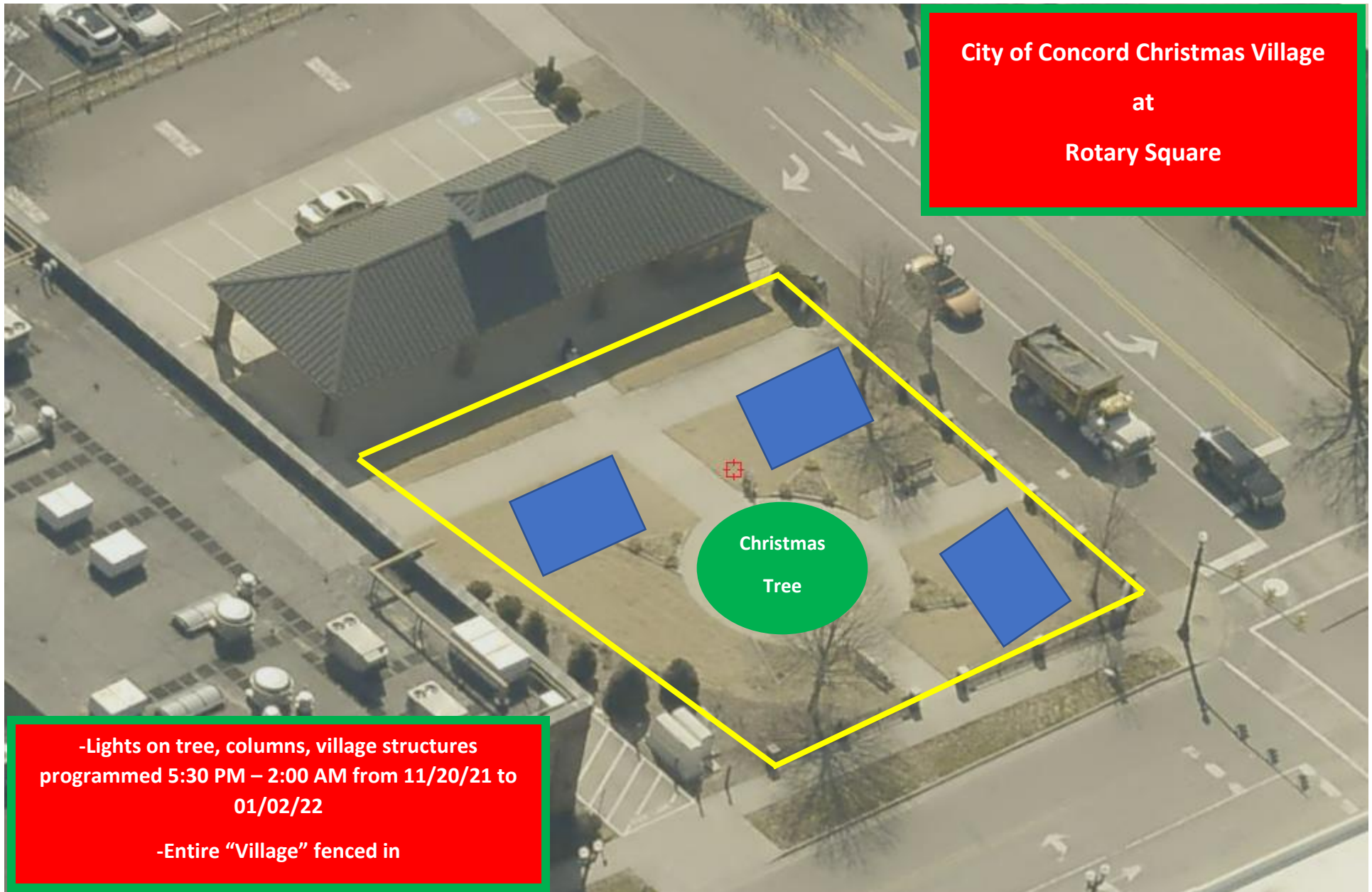
### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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### **ATTACHMENTS:**

- ▮ Rotary Square Christmas Village Layout





**City of Concord Christmas Village  
at  
Rotary Square**

**-Lights on tree, columns, village structures  
programmed 5:30 PM – 2:00 AM from 11/20/21 to  
01/02/22**

**-Entire "Village" fenced in**

# CABARRUS COUNTY



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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

BOC - Appointments to Boards and Committees

### **BRIEF SUMMARY:**

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

#### Appointments - Juvenile Crime Prevention Council

At the Juvenile Crime Prevention Council's October meeting, the Council voted to recommend LaShay Avery to fill the vacant Area Mental Health Director/Designee position. Ms. Avery does not reside in Cabarrus County. An exception to the residency provision of the Appointment Policy will be needed for her.

Representative recommendation is LaShay Avery.

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

Partners Health Management became the County's LME (Local Management Entity) September 1, 2021 and the County is no longer affiliated with Cardinal Innovations. Due to this change, it is requested to replace the Cardinal Innovations Healthcare representation on the Mental Health Advisory Board with representation from Partners Health Management. Tara Conrad, Community Engagement Director for Partners Health Management, has submitted an application and is eligible to serve in that position. Ms. Conrad does not reside in Cabarrus County. An exception to the residency provision of the Appointment Policy will be needed for her.

Representative recommendation is Tara Conrad.

#### Appointments and Removals - Region F Aging Advisory Committee

Region F Aging Advisory Board member Ida Mills resigned several months ago.

A request was sent to The Home and Community Block Grant Advisory Committee regarding vacancies on the Region F Aging Advisory Committee of two delegates and one alternate delegate.

The county has received an application from James Bernacki for one of the delegate positions. Ms. Jean Chandler has agreed to serve another term as the alternate delegate.

The HCCBG Advisory Committee feels that both candidates will be valuable assets to the Region F Aging Advisory Committee. The Home and Community Block Grant Committee recommends the appointment of Mr. James Bernacki as a delegate and Ms. Jean Chandler as alternate delegate on the Region F Aging Advisory Committee. Mr. Bernacki's term would expire June 30, 2023. Ms. Chandler's term would expire June 30, 2022. Ms. Chandler has served on this Board since 2013. An exception to the length of service provision of the Appointment Policy will be needed for her.

Representative recommendations are James Bernacki and Jean Chandler.

**REQUESTED ACTION:**

Provide information.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

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

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## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

County Manager - Cabarrus Thread Trail Participation

**BRIEF SUMMARY:**

The Catawba Lands Conservancy and Carolina Thread Trail have reached out to the County about participation in a branding and signage project that is part of a larger fund raising campaign. The attached PowerPoint provides background on the Thread Trail, the fundraising goals, the signage portion and the request for funding that is being presented to Cabarrus County, Concord, Kannapolis and Harrisburg.

**REQUESTED ACTION:**

Consideration of the request and direction for staff.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Jonathan B. Marshall, Deputy County Manager

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

▢ Thread Trail PowerPoint



# CAROLINA THREAD TRAIL PARTNERSHIP



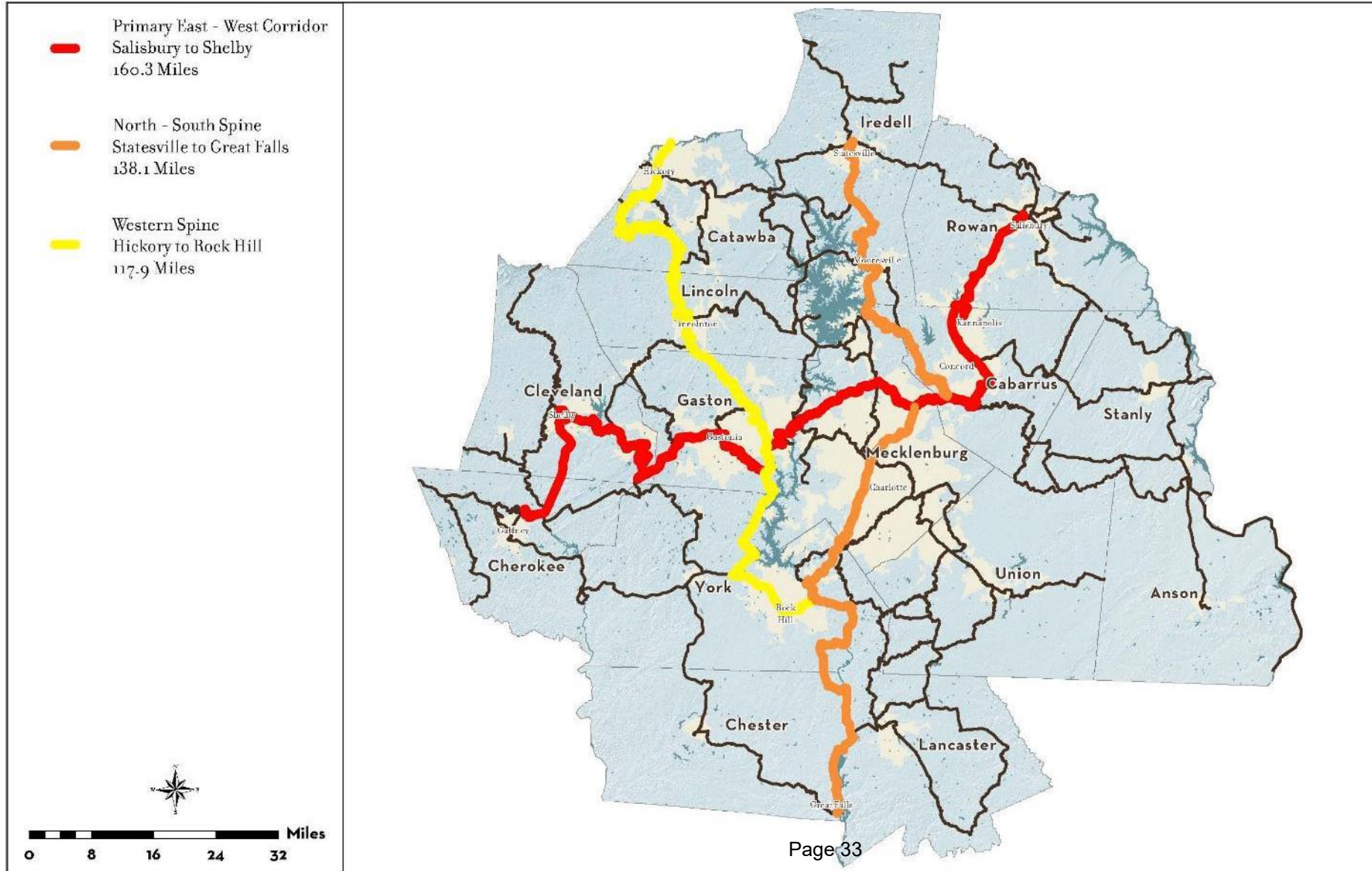
# CAROLINA THREAD TRAIL



- Established 2008
- 1,600 miles
- 15 counties
- 309 miles completed
  - 409 including blueways
- 191 more miles in next 5 years



# PRIORITY CORRIDORS







Rapidly increasing trail usage:

Ann Springs Close	265,000/year
South Fork Trail	42,000/year
Riverlink Trail	72,000/year
Crowders Mtn	800,000/year



Outdoor Recreation In NC:

\$28B consumer spending  
260,000 jobs  
\$8.3B wages  
\$1.3B tax revenue

Source: NC Outdoor Recreation Association



## WHY TRAILS?

#1 request of homeowners

Quality of Life

Recreation

Better health

More economic activity

Job creation

Tourism

Real estate values

# MECKLENBURG COUNTY

- 26 miles existing
- Next 5 years
  - 56 new miles
  - \$171 million investment
- High usage
  - Little Sugar Creek
  - 420,000/year
  - Density of development
- Creates awareness, connections, opportunities





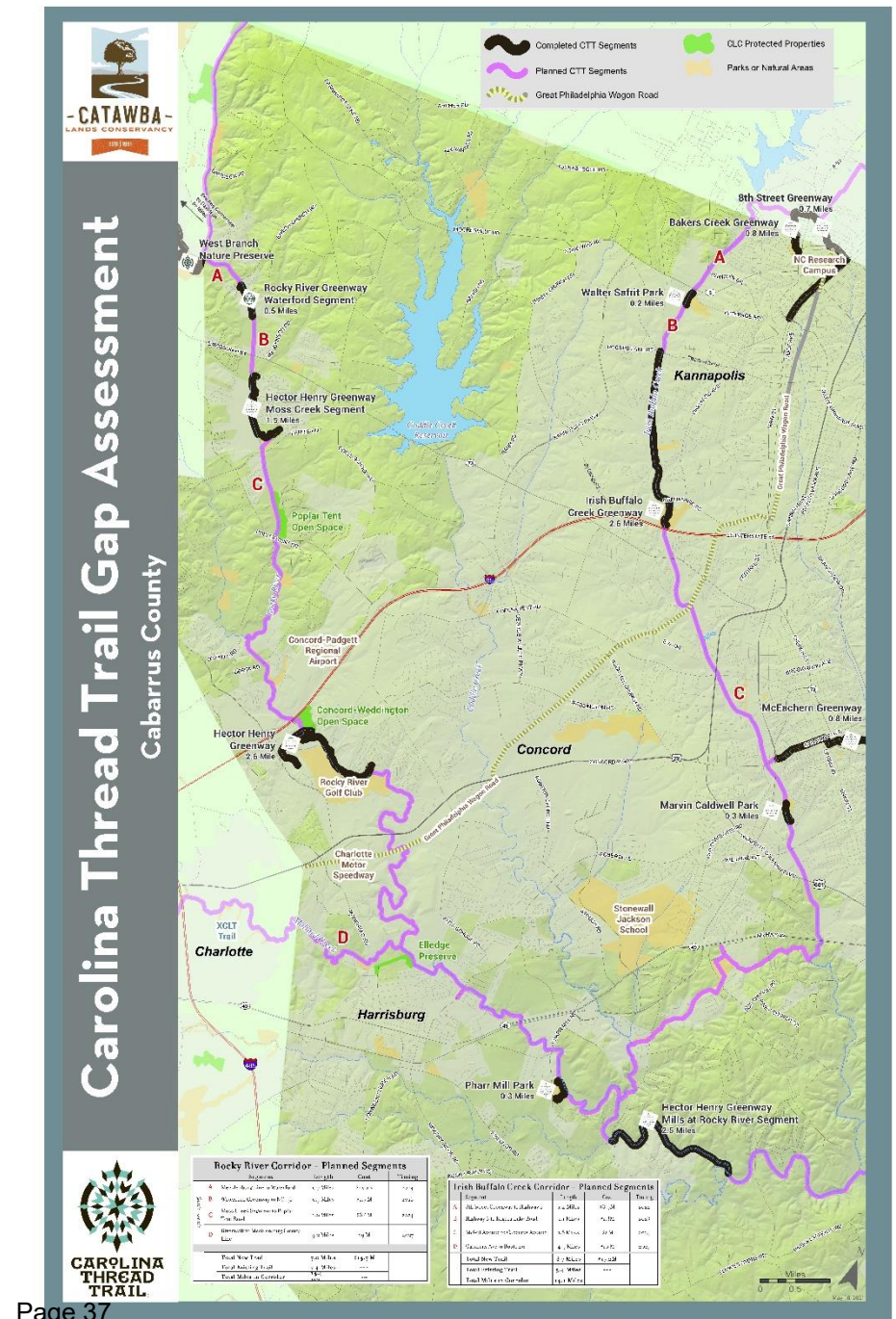


# CABARRUS COUNTY



# STRATEGIES TO CLOSE THE GAPS

- 20 existing miles, 16 new
- Irish Buffalo Creek Corridor
  - Hwy 3 to Bakers Creek Park
  - Rogers Lake Road to Hwy 3
  - Orphanage Road to Rogers Lake Road
  - Vietnam Veterans Park to US 29
  - McGill Avenue to Cabarrus Avenue
  - Cabarrus Avenue to Melrose Drive
- Rocky River Corridor
  - Mecklenburg line to Waterford
  - Waterford Greenway to NC 73
  - Moss Creek to Poplar Tent Road
  - Weddington Road to Riverwalk
  - Pharr Mill Park to Mills at Rocky River





# CABARRUS PRIORITY CORRIDORS



- Irish Buffalo Creek Corridor
  - Links Concord, Kannapolis & Research Campus
  - Downtown revitalization
  - Parks
  - Great Wagon Road
  - Access for underserved communities
- Rocky River Corridor
  - Connections to Mecklenburg and Iredell
  - Significant blueway
  - Parks and green space
  - Rocky River Golf Club
  - Charlotte Motor Speedway
  - Concord Mills
  - Part of North/South spine





# ECONOMIC IMPACT

- Increased visitors & tourism
- Increased communities and density along the trails
- Leverages transportation and existing infrastructure
- This amenity attracts talent
- Public private partnership with developers

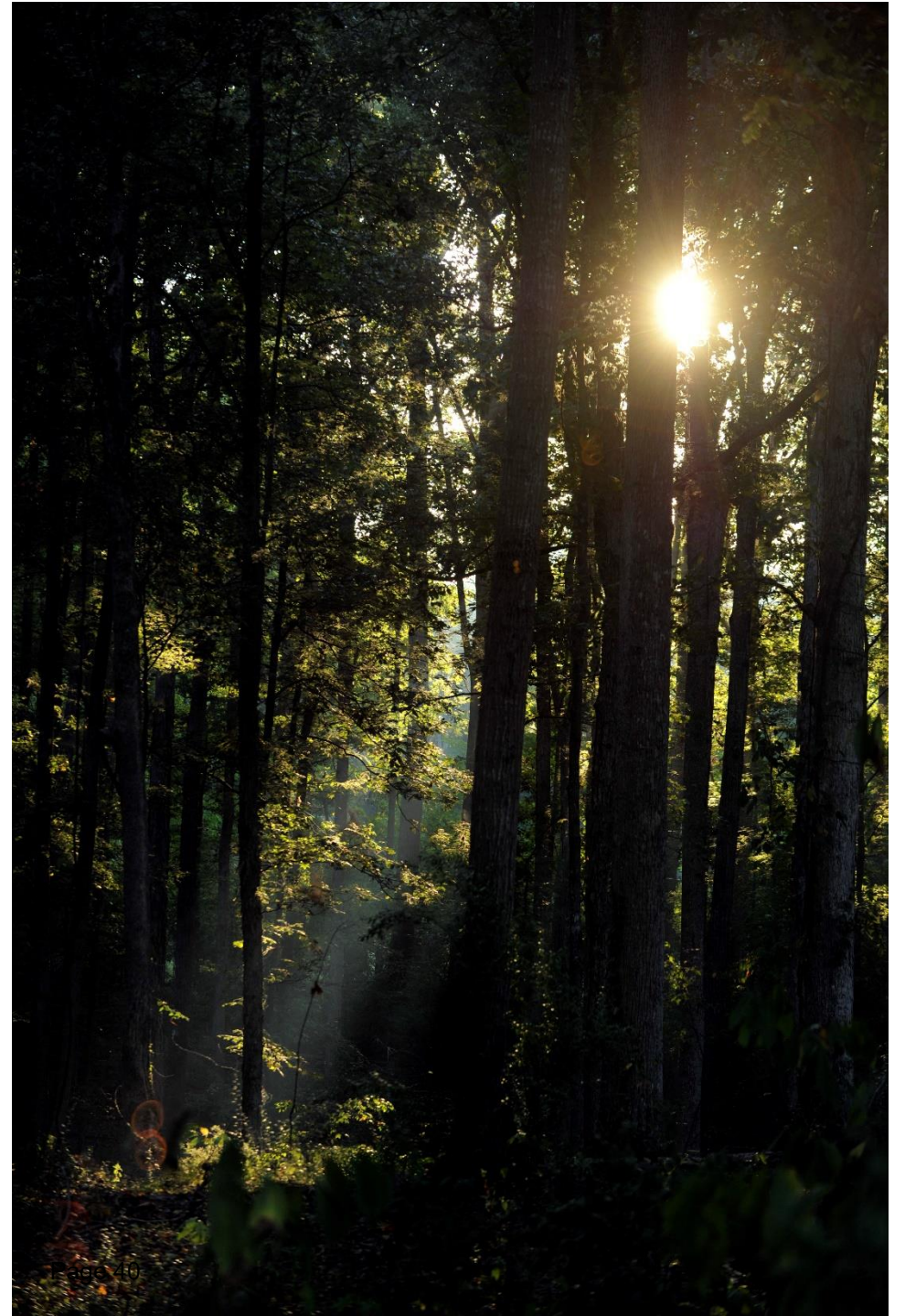




# CAPITAL CAMPAIGN



- \$12 million campaign
- \$8.4 million raised
- Cabarrus Goal \$500,000
- Accelerates pace of trail building and removes roadblocks







# SIGN PROJECT





# SIGN TYPES: CORE PACKAGE



Trailhead



Intersection



Assurance



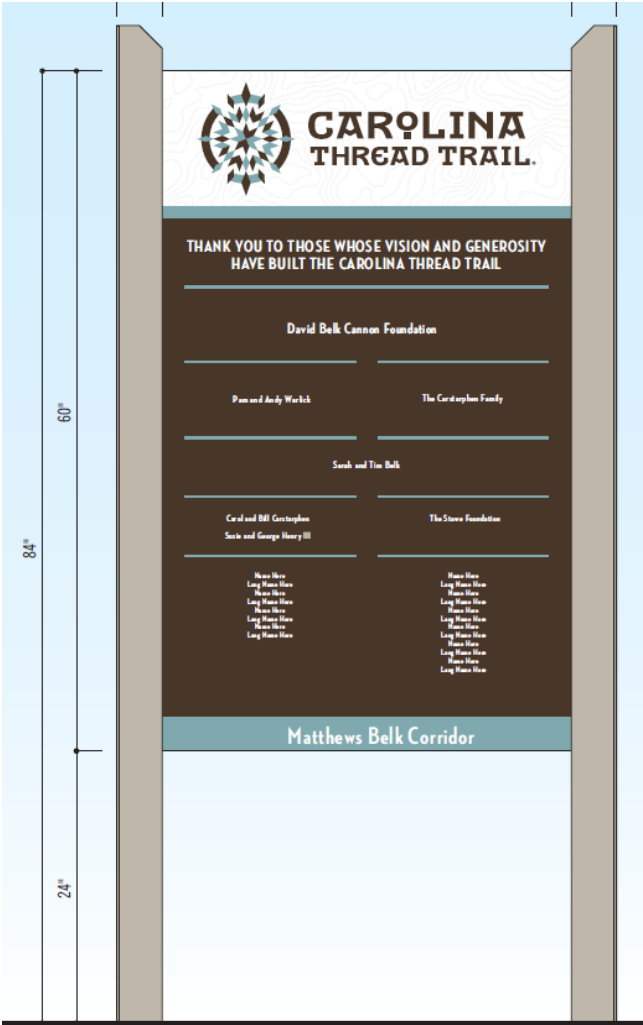
CAROLINA  
THREAD TRAIL



# SIGN TYPES: SECONDARY PACKAGE



Crosswalk



Donor Recognition



Kayak/Canoe Launch





## 2 PILOTS COMPLETE

- South Fork Corridor, Gaston County
  - 59 signs installed over 4 miles
  - Permanent adoption by Cramerton and McAdenville
  - Vendor installation
- Irish Buffalo Creek Corridor, Cabarrus County
  - 91 signs installed over 5.5 miles
  - Staff installation



# 5 YEAR PLAN

	Existing Miles	New Miles	Total Miles	Paved miles	Unpaved miles	Sidewalk miles	Signs	Installation	10% Contingenc y	Total	50% Share
Anson	1	1	2	2			\$15,096	\$3,103	\$1,820	\$20,019	\$10,010
<b>Cabarrus</b>	<b>20</b>	<b>16</b>	<b>36</b>	<b>27</b>	<b>6</b>	<b>3</b>	<b>\$180,639</b>	<b>\$37,640</b>	<b>\$21,828</b>	<b>\$240,107</b>	<b>\$120,054</b>
Catawba	35	18	53	7	26	20	\$178,914	\$36,287	\$21,520	\$236,720	\$118,360
Cherokee	16	9	24	3	15	7	\$45,535	\$9,275	\$5,481	\$60,291	\$30,146
Chester	7	18	25	1	21	3	\$78,531	\$15,706	\$9,424	\$103,661	\$51,830
Cleveland	19	17	36	2	31	3	\$149,175	\$29,919	\$17,909	\$197,003	\$98,502
Gaston	33	19	53	20	20	12	\$247,406	\$48,638	\$29,604	\$325,649	\$162,824
Iredell	22	4	26	12	5	9	\$115,432	\$23,926	\$13,936	\$153,294	\$76,647
Lancaster	13	3	16	5	7	5	\$62,582	\$12,852	\$7,543	\$82,978	\$41,489
Lincoln	10	3	13	2	8	3	\$50,232	\$10,214	\$6,045	\$66,491	\$33,246
Mecklenbu rg	55	56	111	86	3	22	\$622,260	\$130,164	\$75,242	\$827,667	\$413,833
Rowan	19	2	21	7	6	9	\$98,542	\$20,128	\$11,867	\$130,537	\$65,269
Stanly	10	5	15	2	10	3	\$67,484	\$13,581	\$8,106	\$89,171	\$44,586
Union	17	1	18	2	7	9	\$60,463	\$12,177	\$7,264	\$79,904	\$39,952
York	31	20	51	17	28	6	\$269,724	\$55,037	\$32,476	\$357,237	\$178,618
Blueway							\$29,970	\$5,994	\$3,596	\$39,560	\$19,780
Donor							\$81,000	\$16,200	\$9,720	\$106,920	\$53,460
Grand Total	309	191	500	193	194	112	\$2,352,985	\$480,842	\$283,383	\$3,117,210	\$1,558,605



# 5 YEAR PLAN SUMMARY - 15 COUNTIES

- Sign 600 miles over 5 years
  - 191 new miles and 409 existing miles
- 5,473 signs
- Total cost \$3.1M
- CTT 50% cost \$1.56M

Sign and Installation Cost Estimate	\$2,833,827
10% Contingency	\$283,383
Total Budget Recommendation	\$3,117,210
<b>50% Share Total Budget Recommendation</b>	<b>\$1,558,605</b>





# COST SHARING PROPOSAL



Cabarrus \$240k

CTT 50% of cost = \$120k

- Cabarrus County \$47k
- Concord \$46k
- Kannapolis \$14k
- Harrisburg \$13k
- Payable over 5 years



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

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4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

County Manager - Interlocal Wastewater Capacity Allocation Agreement

### **BRIEF SUMMARY:**

The Water & Sewer Authority Board has recommended an allocation system for available wastewater treatment capacity. To implement the allocation policy, each member jurisdiction needs to consider and adopt the attached Interlocal Wastewater Capacity Allocation Agreement. The County Attorney has reviewed multiple drafts of this agreement including the final draft that is attached.

### **REQUESTED ACTION:**

Motion to allow the County Manager to execute the Interlocal Wastewater Capacity Allocation Agreement, after review and revisions by the County Attorney.

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

15 Minutes

### **SUBMITTED BY:**

Jonathan B. Marshall, Deputy County Manager

### **BUDGET AMENDMENT REQUIRED:**

No

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

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## **ATTACHMENTS:**

- ▢ Interlocal Wastewater Capacity Allocation Agreement Draft

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

### **INTERLOCAL WASTEWATER CAPACITY ALLOCATION AGREEMENT**

This INTERLOCAL WASTEWATER CAPACITY ALLOCATION AGREEMENT (the “Agreement”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”), by and among the Water and Sewer Authority of Cabarrus County (“WSACC”), a limited purpose authority created pursuant to Chapter 162A of the North Carolina General Statutes (the “Act”), the County of Cabarrus (“Cabarrus County”), the City of Concord (“Concord”), the City of Kannapolis (“Kannapolis”), the Town of Harrisburg (“Harrisburg”), and the Town of Mount Pleasant (“Mount Pleasant”). Cabarrus County, Concord, Kannapolis, Harrisburg, and Mount Pleasant shall collectively be referred to hereinafter as the “Member Jurisdictions”. WSACC and the Member Jurisdictions shall collectively be referred to hereinafter as the “Parties”.

#### **STATEMENT OF PURPOSE**

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended (the “Interlocal Act”), municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

WHEREAS, since its inception in 1992, WSACC has provided wholesale raw water and sewer service to the Member Jurisdictions upon their submission of flow allocation requests;

WHEREAS, in 2000 and 2001, WSACC and each Member Jurisdiction entered into a Sewage Service Agreement (collectively, the “Sewage Service Agreements”) for the purposes of, without limitation, establishing certain terms and conditions regarding bulk wastewater transmission and treatment services provided by WSACC;

WHEREAS, at the WSACC-owned and operated Rocky River Regional Wastewater Treatment Plant (“RRRWWTP”), WSACC is currently permitted to treat 26.5 million gallons of wastewater per day (26.5 MGD) (“RRRWWTP Permitted Capacity”);

WHEREAS, given the fast pace of development occurring in the Member Jurisdictions, WSACC may not have adequate capacity to fulfill all flow allocation requests;

WHEREAS, WSACC is in the process of expanding its infrastructure at RRRWWTP which will result in increased treatment capacity and additional allocation availability;

WHEREAS, WSACC is in the process of seeking a flow factor reduction from the Division of Water Resources at the Department of Environmental Quality (the “Flow Factor Reduction”) which would also increase the capacity available for allocation;



WHEREAS, in exercising their public and essential governmental functions, WSACC, by and through its Board of Directors, and the Member Jurisdictions, by and through their governing bodies, have determined that it is in the best interests of their respective constituents to allocate wastewater treatment capacity to each Member Jurisdiction so that the Member Jurisdictions can individually elect how to utilize their allocated capacity; and

WHEREAS, WSACC and the Member Jurisdictions desire to set forth herein their agreement for such wastewater treatment capacity allocation.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WSACC and the Member Jurisdictions agree as follows:

1. Purpose. The purpose of this Agreement shall be to allocate WSACC's available wastewater treatment capacity at RRRWWTP to each Member Jurisdiction using such allocation methods as set forth in this Agreement for each Member Jurisdiction to elect individually how to utilize their allocated capacity.

2. Defined Terms. The defined terms used in this Agreement shall have the following definitions:

- a. "Accepted Flow" shall mean any flow for which WSACC has issued a flow acceptance letter.
- b. "Actual Flow" shall mean the actual Tributary Flow at RRRWWTP as measured by WSACC.
- c. "Allocated Flow" shall mean the flow allocated to any one or more of the Member Jurisdictions after the Effective Date.
- d. "Available Flow" shall have the meaning set forth in Section 3.
- e. "Prior Year" shall mean the prior calendar year.
- f. "Total Flow" shall have the meaning set forth in Section 3.
- g. "Tributary Flow" shall mean any flow that is tributary to RRRWWTP.

3. Bi-Annual Assessment of Capacity. On a bi-annual basis beginning January 1, 2022, WSACC will determine (a) its total actual wastewater flow and estimated remaining allocated wastewater flow ("Total Flow"), and (b) the wastewater capacity available for allocation ("Available Flow").

Total Flow shall be calculated as follows:

Actual Flow at RRRWWTP from the Prior Year *plus*





- i. WSACC shall take 16.67% of the Available Flow and divide it in four (4) equal shares. Each Member Jurisdiction (excluding Cabarrus County) will receive a base flow amount equal to one-quarter of the 16.67% of Available Flow (the “Base Allocation”); provided, however, Concord agrees that WSACC is to re-allocate Concord’s Base Allocation up to a maximum amount of 50,000 gallons per day to Kannapolis with any excess over 50,000 gallons per day being allocated back to Concord.
- ii. Next, WSACC shall take the remaining 83.33% of the Available Flow and allocate among the Member Jurisdictions (excluding Cabarrus County) according to each Member Jurisdiction’s five (5) year average percentage of billable sewer flow to the total billable flow for the immediately preceding 5 years as calculated by WSACC. For purposes of the First Division, the Parties agree that the capacity available after the Base Allocation shall be allocated as follows:
  1. Concord: 60.35%
  2. Kannapolis: 29.38%
  3. Harrisburg: 8.85%
  4. Mount Pleasant: 1.42%

5. Future Divisions of Available Flow Among Member Jurisdictions. Following the First Division of Available Flow, the Future Divisions of Available Flow shall occur bi-annually, and allocations shall be determined as follows:

- a. WSACC shall allocate Available Flow, if any, among the Member Jurisdictions (excluding Cabarrus County) according to each Member Jurisdiction’s five (5) year average percentage of billable sewer flow to the total billable flow for the immediately preceding 5 years as calculated by WSACC. The five (5) year average percentage shall be recalculated annually.
  - i. For purposes of the Future Division to occur in January 2022 only, Kannapolis shall be allocated 75,000 gallons per day of the remaining Available Flow, if any, before the Future Division of Available Flow is made pursuant to Section 5(a). If, however, the pending Flow Factor Reduction has not been approved by the time of the January 2022 division, this re-allocation of 75,000 gallons shall instead be delayed until the first Future Division occurring after approval of the pending Flow Factor Reduction request.

6. Allocation of Flow for Remainder of 2021. In light of the fact this Agreement is entered into mid-year, the Parties understand and agree that any capacity allocated prior to the effective date of this Agreement shall not reduce any individual Member Jurisdiction’s Allocated Flow for the remainder of the 2021 calendar year.

7. Bi-Annual Reporting. Beginning in 2022, on or before January 31<sup>st</sup> and July 31<sup>st</sup> of 2022 and each year thereafter, WSACC shall provide each Member Jurisdiction with a Bi-Annual flow summary (“Bi-Annual Flow Summary”). The Bi-Annual Flow Summary shall state:

- a. Total Flow;
- b. Available Flow;
- c. Each Member Jurisdiction’s base flow amount (for purposes of the First Division of Available Flow only);
- d. Capacity adjustments required under Sections 4(b)(i) and 5(a)(i) of this Agreement;
- e. Each Member Jurisdiction’s proportionate share of the Available Flow calculated using a pro-rata percentage based on each Member Jurisdiction’s average percentage of billable sewer flow to the total billable flow over the preceding five (5) year calendar years (*i.e.* averages shall not be recalculated for the July allocation divisions);
- f. Each Member Jurisdiction’s Allocated Flow for the calendar year; and
- g. A calculation of the actual flow (in gallons per day) allocated to each Member Jurisdiction.

8. Incorporation of Bi-Annual Flow Summary. The Parties agree that each Bi-Annual Flow Summary provided by WSACC shall become a part of this Agreement as if fully set forth herein. The Parties acknowledge that each Member Jurisdiction’s allocated capacity is likely to change over time due to variations in Available Flow and each Member Jurisdiction’s proportionate share using a pro-rata calculation based on each Member Jurisdiction’s five (5) year average percentage of billable sewer flow to the total billable flow. The Parties acknowledge and understand that such changes may include a reduction to each Member Jurisdiction’s Allocated Flow as a result of reductions in Available Flow, and should this occur, each Member Jurisdiction’s Allocated Flow would be reduced based on its calculated proportionate share of the reduced Available Flow.

9. Member Jurisdiction Obligations. In order for WSACC to prepare each Bi-Annual Flow Summary, certain information must be provided by the Member Jurisdictions. Specifically, each Member Jurisdiction agrees to provide to WSACC by January 15<sup>th</sup> and July 15<sup>th</sup> of each calendar year a statement providing: (a) all Allocated Flow to the Member Jurisdiction that is not Accepted Flow, and (b) all Allocated Flow to the Member Jurisdictions that is Accepted Flow but not yet Tributary and the project status for all such projects. Failure to timely remit the information required by this Section 9 shall delay WSACC’s provision of the Bi-Annual Flow Summary and Future Divisions until such time as all Member Jurisdictions have provided the required information.

10. Charlotte Water. The Parties hereto expressly acknowledge that WSACC has contractual capacity allocation obligations to Charlotte Water as set forth in that certain Water and Sewer Agreement between WSACC and Charlotte Water dated June 13, 1996, as amended (the “Charlotte Water Agreement”), and that such obligations may affect the Available Flow.



11. Effect of Adjustments in Available Flow. WSACC reserves the right to adjust the Available Flow at any point during the calendar year. If Available Flow is adjusted, WSACC shall provide each Member Jurisdiction with a revised Annual Flow Summary indicating the revised actual flow allocated (in MGDs) to each Member Jurisdiction for the calendar year.

12. Allocation Requests from Member Jurisdictions to WSACC. The Member Jurisdictions shall continue to submit allocation requests to WSACC as has been the traditional procedure; provided, however, following execution of this Agreement, only those requests which the Member Jurisdiction has approved shall be sent to WSACC for approval. WSACC shall retain sole authority to issue flow acceptance letters subject to the terms of this Agreement. Each allocation request submitted by a Member Jurisdiction shall be accompanied by the Allocation Request Form attached hereto as **Exhibit A**. Each Member Jurisdiction agrees that it shall not submit an allocation request which would cause the Member Jurisdiction to exceed its Allocated Flow.

13. Paper Capacity. For purposes of this Agreement, all terms describing flow in MGDs, including Total Flow, Available Flow, and Allocated Flow, shall mean and refer to committed paper capacity as submitted to the North Carolina Department of Environmental Quality. Paper capacity is calculated using the actual average daily and yearly flows plus the estimated values for flows set forth in 15A NCAC 02T .0114 that have been requested but not yet committed.

14. Force Majeure. It shall not be considered a breach of this agreement and neither WSACC nor any Member Jurisdiction shall be responsible for an inability to perform or any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of force majeure. A “force majeure” is defined as any event arising from causes beyond the reasonable control of the WSACC or any Member Jurisdiction, including but not limited to fire, flood, acts of God, terrorism, war, natural disaster, tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to perform beyond the reasonable control of WSACC or the Member Jurisdiction, including, without limitation, exhaustion of WSACC’s wastewater treatment capacity. A failure to perform due to a force majeure shall be remedied with all possible dispatch but shall not constitute a breach so long as such remedy is diligently being pursued.

15. Effect on Sewage Service Agreements. To the extent the terms of this Agreement contradict or are inconsistent with a term of the Sewer Service Agreements, such contradictory and / or inconsistent terms in the Sewer Service Agreements are hereby amended and expressly superseded.

16. Muddy Creek Wastewater Treatment Plant. The Parties acknowledge that WSACC also currently operates the Muddy Creek Wastewater Treatment Plant (“MCWWTP”) to service the Midland area of Cabarrus County. The Parties acknowledge and agree that flow allocated from MCWWTP shall remain subject to the current flow allocation process with WSACC accepting flow requests for service pursuant to WSACC’s Sewer Allocation and Commitment Policy.

17. Notices. All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received either (a) when hand delivered to the address stated below, or (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

**FOR WSACC:** Michael Wilson, Executive Director  
Water & Sewer Authority of Cabarrus County  
232 Davidson Hwy.  
Concord, North Carolina 28027

*With a copy to:* [mwilson@wsacc.org](mailto:mwilson@wsacc.org)  
[cvoncannon@wsacc.org](mailto:cvoncannon@wsacc.org)  
[wisenhour@jahlaw.com](mailto:wisenhour@jahlaw.com)

**FOR CONCORD:** City Manager  
P.O. Box 308  
Concord, North Carolina, 28026-0308  
[paynel@concordnc.gov](mailto:paynel@concordnc.gov)

City Attorney  
P.O. Box 308  
Concord, North Carolina, 28026-0308  
[kolczynv@concordnc.gov](mailto:kolczynv@concordnc.gov)

Director of Water Resources  
P.O. Box 308  
Concord, North Carolina, 28026-0308  
[corleyj@concordnc.gov](mailto:corleyj@concordnc.gov)

**FOR KANNAPOLIS:** Walter M. Safrit, II, City Attorney  
City Of Kannapolis  
401 Laureate Way  
Kannapolis, North Carolina 28081  
[wsafrit@kannapolisnc.gov](mailto:wsafrit@kannapolisnc.gov)

**FOR HARRISBURG:** Town Manager  
P.O. Box 100  
Harrisburg, North Carolina 28075

*With a copy to:* Town Attorney  
3220-201 Prosperity Church Road  
Charlotte, North Carolina 28269



[lawoffice@RichardKochLaw.com](mailto:lawoffice@RichardKochLaw.com)

**FOR MOUNT PLEASANT:** Randy Holloway, Town Manager  
Town of Mount Pleasant  
8590 Park Drive  
Mt. Pleasant, North Carolina 28124

*With a copy to:* [HollowayR@mtpleasantnc.us](mailto:HollowayR@mtpleasantnc.us)  
[Burrise@mtpleasantnc.us](mailto:Burrise@mtpleasantnc.us)  
[jfs@sandslegal.net](mailto:jfs@sandslegal.net)

**FOR CABARRUS COUNTY:** County Manager  
P.O. Box 707  
Concord, North Carolina 28026

*With a copy to:* County Attorney  
3220-201 Prosperity Church Road  
Charlotte, North Carolina 28269  
[lawoffice@RichardKochLaw.com](mailto:lawoffice@RichardKochLaw.com)

Any party to this Agreement may change its designated person or designated address at any time and from time to time by giving notice of such change to all other Parties hereto.

18. Term. This Agreement shall remain in effect until the earlier of (a) January 1, 2025, (b) the date upon which WSACC's expansion of the RRRWWTP comes online with 30 MGD treatment capacity, or (c) termination of this Agreement by WSACC.

19. Termination. Only WSACC shall have the ability to terminate this Agreement, and WSACC shall be entitled to do so in its sole discretion. Upon termination by WSACC, no Member Jurisdictions shall receive further capacity allocations, and all flow allocation requests shall be processed in accord with WSACC's policies then in-effect, including, without limitation, WSACC's Sewer Allocation and Commitment Policy.

20. Severability. If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the Parties hereto that all other provisions of this Agreement shall remain in full force and effect.

21. Transfer or Assignment. If any Member Jurisdiction wishes to assign or sell its rights or obligations under this Agreement, it must first obtain prior written approval from WSACC.

22. Parties to Act Reasonably. Whenever this Agreement provides any right to or imposes any obligation upon a party, such party shall exercise such right or discharge such obligation in a reasonable manner, unless otherwise expressly provided herein.

23. Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.C.G.S. § 7A-38.1(c) except as specifically provided otherwise herein. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Cabarrus County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

24. Governing Law and Venue. This Agreement is entered into and is to be performed in the State of North Carolina. This Agreement and the legal relations between the Parties hereto shall be governed by, and construed in accordance with, North Carolina law, without reference to the conflict of laws principles thereof. The Parties further agree that the sole and exclusive venue of any action arising out of this Agreement shall be the state courts located in Cabarrus County, North Carolina.

25. Amendments. This Agreement may be amended or modified in whole or in part only by an agreement in writing duly executed by authorized representatives of the Parties pursuant to resolutions of their respective governing boards approving such amendment or modification, and authorizing its execution.

26. Limitation of Liability and No Third Party Rights. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories, and no party hereto shall be liable under this Agreement to any third party. Neither party shall be liable for failures of the facilities of the other party that are subject to this Agreement.

27. Additional Documents. Each party agrees to execute such additional documents as may be reasonably necessary to effectuate the terms of this Agreement.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

29. Fees and Expenses. Each party will pay its own fees and expenses (including attorneys' and accountants' fees, legal costs, and expenses) incurred in connection with this Agreement, and the consummation of the transactions contemplated hereby.

30. Authority. Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

*[Signature Pages to Follow]*



WATER AND SEWER AUTHORITY OF  
CABARRUS COUNTY

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a notary public for said county and state, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ of Water and Sewer Authority of Cabarrus County and acknowledged, on behalf of Water and Sewer Authority of Cabarrus County the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
(Printed Name of Notary Public)

My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

CITY OF CONCORD

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a notary public for said county and state, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ of Water and Sewer Authority of Cabarrus County and acknowledged, on behalf of Water and Sewer Authority of Cabarrus County the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
(Printed Name of Notary Public)

My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)



CITY OF KANNAPOLIS

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a notary public for said county and state, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ of Water and Sewer Authority of Cabarrus County and acknowledged, on behalf of Water and Sewer Authority of Cabarrus County the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
(Printed Name of Notary Public)

My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

TOWN OF HARRISBURG

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a notary public for said county and state, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ of Water and Sewer Authority of Cabarrus County and acknowledged, on behalf of Water and Sewer Authority of Cabarrus County the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
(Printed Name of Notary Public)

My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)



TOWN OF MOUNT PLEASANT

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a notary public for said county and state, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ of Water and Sewer Authority of Cabarrus County and acknowledged, on behalf of Water and Sewer Authority of Cabarrus County the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
(Printed Name of Notary Public)

My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

CABARRUS COUNTY

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a notary public for said county and state, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ of Water and Sewer Authority of Cabarrus County and acknowledged, on behalf of Water and Sewer Authority of Cabarrus County the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
(Printed Name of Notary Public)

My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)



**EXHIBIT A**

**Allocation Request Form**

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

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

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

DHS - Appropriation of Supplemental LINKS Funding

**BRIEF SUMMARY:**

The Consolidated Appropriations Act (P.L. 116-260) provides supplemental funding for the John H. Chafee (LINKS) Foster Care Program for Successful Transition to Adulthood for young adults who are at least 18 years old and not yet 27 years old and were in foster care at age 14 or older. Young adults who are or were in foster care have experienced job loss and other impacts of the pandemic and many of them have not benefited from prior COVID relief efforts, including stimulus checks. On September 10, 2021, NC DHHS, NC DSS issued funding and instructions to local county Department of Social Services to provide one-time unrestricted payments to this population of very vulnerable young adults. Cabarrus County received \$87,500 in Title IV-B Federal funds and no county match is required.

**REQUESTED ACTION:**

Motion to adopt budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Sharon Schueneman, Child Welfare Program Administrator

**BUDGET AMENDMENT REQUIRED:**

Yes

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



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**ATTACHMENTS:**

- ▣ DCDL Coronavirus Aid Relief and Economic Security Letter
- ▣ LINKS Budget Amendment



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

**ROY COOPER** • Governor

**MANDY COHEN, MD, MPH** • Secretary

**SUSAN OSBORNE** • Assistant Secretary for County Operations for  
Human Services

August 09, 2021

**DEAR COUNY DIRECTOR OF SOCIAL SERVICES**

**ATTENTION: CHILDREN'S SERVICES SUPERVISORS, PROGRAM ADMINISTRATORS,  
AND PROGRAM MANAGERS**

**SUBJECT: CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT  
FUNDING, PUBLIC LAW 116-136**

**REQUIRED ACTION:** ☐ Information Only ☐ Time Sensitive ☒ Immediate

**PURPOSE: TO PROVIDE INSTRUCTION ON THE EXPENDITURE OF CARES ACT FUNDS**

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was enacted on March 27, 2021 and provides emergency funding to respond to COVID-19. It is designed to support child welfare agencies in the prevention, preparation, and response to the needs of children and families impacted by the child welfare system and the coronavirus pandemic. North Carolina was awarded the supplemental funds by Administration for Children and Families (ACF) on April 23, 2020. The use of the county allocated funds must be for expenses obligated or paid by September 30, 2021. The CARES Act funds must be tracked separately on the attached form to ensure compliance with requirements and allowable expenses.

Each county social service agency has been awarded a portion of this supplemental funding based on the population of children in foster care. Please see the funding allocation sheet attached. These funds must be used to ensure the safety, permanency, and wellbeing of children and families involved in the child welfare during the coronavirus pandemic. Funds can be used to replace county only expenditures not claimed for reimbursement to prevent, prepare for, and respond to COVID-19 prior to the effective date of the award, beginning January 20, 2020. A spreadsheet to document these expenditures is attached and should be completed and returned to Lechelle Evans at [Lechelle.evans@dhhs.nc.gov](mailto:Lechelle.evans@dhhs.nc.gov) by October 4, 2021.

Please find a fact sheet attached with a list of approved allowable expenses. Funding can be used for any allowable expenses outlined in [Title IV-B, Subpart 1, Section 421](#) of the Act. If you have any questions, contact your Regional Child Welfare Consultant. This information can be found at

The guidance attached is offered as a resource in responding to the aforementioned situations. If you have any questions, contact your Regional Child Welfare Consultant and include your local support manager. This information can be found at <https://www.ncdhhs.gov/divisions/social->

**NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES**

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603  
MAILING ADDRESS: 2409 Mail Service Center, Raleigh, NC 27699-2409  
www.ncdhhs.gov • TEL: 919-527-6340 • FAX: 919-715-0168  
AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER



[services/county-staff-information/local-support-staff-schedules/regional-child.](#)

Sincerely,

A handwritten signature in blue ink, appearing to read "Lisa Cauley", with a stylized flourish at the end.

Lisa Cauley, Senior Director  
Child, Family and Adult Services

Attachments: Funding Allocation Scenarios  
CARES Act Fact Sheet  
Funding Allocation Scenarios  
2021 CARES Act IV-B1 Exp Sum Form

cc: Susan G. Osborne, Assistant Secretary for County Operations  
Richard Stegenga, Deputy Director DSS Business Operations  
Kathy Stone, Section Chief for Child Protective Services and Prevention  
Carla McNeill, Section Chief for Permanency Planning  
Teresa Strom, Section Chief for County Operations  
Linda Waite, Section Chief for Regulatory and Licensing

CWS-28-2021

## Budget Revision/Amendment Request

Date:

Amount: 87,500.00

Dept. Head: Dana Pastores - for Karen Calhoun

Department: DHS - Child Welfare

☐ Internal Transfer Within Department
 ☐ Transfer Between Departments/Funds
 ☒ Supplemental Request

This budget amendment is to budget One Time Supplemental funding for the John H. Chafee (LINKS) Foster Care Program for Successful Transition to Adulthood. Young adults who are or were in foster care have been in foster care have experienced job loss and other impacts of the pandemic and many of them have not benefited from prior COVID relief efforts, including stimulus checks. Counties have been instructed to provide one-time unrestricted payments to this population of very vulnerable young adults.

All young adults who are at least 18 years old and are not yet 27 and were in foster care at age 14 or older are eligible. Assessment of

financial need is not required, and NO COUNTY MATCH IS REQUIRED.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	5630-6265	Individual Living Links	10,000.00	87,500.00	-	97,500.00
001	9	5630-9462-LINKS	AFDC - Child State Foster Care	10,000.00	87,500.00	-	97,500.00

**Budget Officer**

☐ Approved  
☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**County Manager**

☐ Approved  
☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Board of Commissioners**

☐ Approved  
☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

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

---

#### **AGENDA CATEGORY:**

Discussion Items for Action

#### **SUBJECT:**

DHS - Low Income Energy Assistance Program Funds

#### **BRIEF SUMMARY:**

Department of Human Services received a revised funding authorization for the Low Income Emergency Rental Assistance Program. It was originally budget at \$557,053, but the program received \$667,099. According to funding processes there needs to be a budget amendment to account for the excess money.

#### **REQUESTED ACTION:**

Motion to approve the budget amendment.

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

1 Minute

#### **SUBMITTED BY:**

Lora Lipe, Economic Support Services

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

No

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

---

#### **ATTACHMENTS:**

- ▢ LIEAP SFY 21-22 Funding Authorization
- ▢ Budget Amendment





## DIVISION OF SOCIAL SERVICES

### Low-Income Home Energy Assistance (LIEAP)

**FUNDING SOURCE:** Federal Low Income Home Energy Assistance Funds

**EFFECTIVE DATE:** 12/01/2021

**AUTHORIZATION NUMBER:** 1

### ALLOCATION PERIOD

**FROM DECEMBER 2021 THRU MAY 2022 SERVICE MONTHS**

**FROM JANUARY 2022 THRU JUNE 2022 PAYMENT MONTHS**

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	843,856.00	843,856.00	0.00	0.00	843,856.00	843,856.00
02	ALEXANDER	147,580.00	147,580.00	0.00	0.00	147,580.00	147,580.00
03	ALLEGHANY	61,908.00	61,908.00	0.00	0.00	61,908.00	61,908.00
04	ANSON	203,651.00	203,651.00	0.00	0.00	203,651.00	203,651.00
05	ASHE	141,304.00	141,304.00	0.00	0.00	141,304.00	141,304.00
06	AVERY	77,710.00	77,710.00	0.00	0.00	77,710.00	77,710.00
07	BEAUFORT	317,024.00	317,024.00	0.00	0.00	317,024.00	317,024.00
08	BERTIE	172,940.00	172,940.00	0.00	0.00	172,940.00	172,940.00
09	BLADEN	264,214.00	264,214.00	0.00	0.00	264,214.00	264,214.00
10	BRUNSWICK	522,187.00	522,187.00	0.00	0.00	522,187.00	522,187.00
11	BUNCOMBE	1,125,758.00	1,125,758.00	0.00	0.00	1,125,758.00	1,125,758.00
12	BURKE	501,523.00	501,523.00	0.00	0.00	501,523.00	501,523.00
13	CABARRUS	667,099.00	667,099.00	0.00	0.00	667,099.00	667,099.00
14	CALDWELL	399,670.00	399,670.00	0.00	0.00	399,670.00	399,670.00
15	CAMDEN	28,545.00	28,545.00	0.00	0.00	28,545.00	28,545.00
16	CARTERET	258,291.00	258,291.00	0.00	0.00	258,291.00	258,291.00
17	CASWELL	142,842.00	142,842.00	0.00	0.00	142,842.00	142,842.00
18	CATAWBA	739,722.00	739,722.00	0.00	0.00	739,722.00	739,722.00
19	CHATHAM	202,538.00	202,538.00	0.00	0.00	202,538.00	202,538.00
20	CHEROKEE	170,315.00	170,315.00	0.00	0.00	170,315.00	170,315.00
21	CHOWAN	100,111.00	100,111.00	0.00	0.00	100,111.00	100,111.00
22	CLAY	57,291.00	57,291.00	0.00	0.00	57,291.00	57,291.00
23	CLEVELAND	713,710.00	713,710.00	0.00	0.00	713,710.00	713,710.00
24	COLUMBUS	424,468.00	424,468.00	0.00	0.00	424,468.00	424,468.00
25	CRAVEN	474,670.00	474,670.00	0.00	0.00	474,670.00	474,670.00
26	CUMBERLAND	2,246,817.00	2,246,817.00	0.00	0.00	2,246,817.00	2,246,817.00
27	CURRITUCK	74,606.00	74,606.00	0.00	0.00	74,606.00	74,606.00
28	DARE	107,559.00	107,559.00	0.00	0.00	107,559.00	107,559.00
29	DAVIDSON	889,683.00	889,683.00	0.00	0.00	889,683.00	889,683.00
30	DAVIE	160,472.00	160,472.00	0.00	0.00	160,472.00	160,472.00
31	DUPLIN	328,964.00	328,964.00	0.00	0.00	328,964.00	328,964.00
32	DURHAM	1,443,093.00	1,443,093.00	0.00	0.00	1,443,093.00	1,443,093.00
33	EDGECOMBE	472,392.00	472,392.00	0.00	0.00	472,392.00	472,392.00
34	FORSYTH	1,942,501.00	1,942,501.00	0.00	0.00	1,942,501.00	1,942,501.00
35	FRANKLIN	295,823.00	295,823.00	0.00	0.00	295,823.00	295,823.00
36	GASTON	1,099,080.00	1,099,080.00	0.00	0.00	1,099,080.00	1,099,080.00
37	GATES	59,972.00	59,972.00	0.00	0.00	59,972.00	59,972.00
38	GRAHAM	49,077.00	49,077.00	0.00	0.00	49,077.00	49,077.00
39	GRANVILLE	280,913.00	280,913.00	0.00	0.00	280,913.00	280,913.00
40	GREENE	138,748.00	138,748.00	0.00	0.00	138,748.00	138,748.00
41	GUILFORD	2,998,964.00	2,998,964.00	0.00	0.00	2,998,964.00	2,998,964.00
42	HALIFAX	489,985.00	489,985.00	0.00	0.00	489,985.00	489,985.00
43	HARNETT	679,124.00	679,124.00	0.00	0.00	679,124.00	679,124.00
44	HAYWOOD	267,311.00	267,311.00	0.00	0.00	267,311.00	267,311.00
45	HENDERSON	396,375.00	396,375.00	0.00	0.00	396,375.00	396,375.00
46	HERTFORD	202,362.00	202,362.00	0.00	0.00	202,362.00	202,362.00
47	HOKE	327,534.00	327,534.00	0.00	0.00	327,534.00	327,534.00

**Low-Income Home Energy Assistance (LIEAP)**
**AUTHORIZATION NUMBER: 1**

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	33,904.00	33,904.00	0.00	0.00	33,904.00	33,904.00
49	IREDELL	481,964.00	481,964.00	0.00	0.00	481,964.00	481,964.00
50	JACKSON	212,664.00	212,664.00	0.00	0.00	212,664.00	212,664.00
51	JOHNSTON	892,674.00	892,674.00	0.00	0.00	892,674.00	892,674.00
52	JONES	69,072.00	69,072.00	0.00	0.00	69,072.00	69,072.00
53	LEE	311,363.00	311,363.00	0.00	0.00	311,363.00	311,363.00
54	LENOIR	479,652.00	479,652.00	0.00	0.00	479,652.00	479,652.00
55	LINCOLN	308,237.00	308,237.00	0.00	0.00	308,237.00	308,237.00
56	MACON	167,712.00	167,712.00	0.00	0.00	167,712.00	167,712.00
57	MADISON	107,291.00	107,291.00	0.00	0.00	107,291.00	107,291.00
58	MARTIN	174,136.00	174,136.00	0.00	0.00	174,136.00	174,136.00
59	MCDOWELL	252,872.00	252,872.00	0.00	0.00	252,872.00	252,872.00
60	MECKLENBURG	4,105,295.00	4,105,295.00	0.00	0.00	4,105,295.00	4,105,295.00
61	MITCHELL	80,655.00	80,655.00	0.00	0.00	80,655.00	80,655.00
62	MONTGOMERY	144,308.00	144,308.00	0.00	0.00	144,308.00	144,308.00
63	MOORE	376,601.00	376,601.00	0.00	0.00	376,601.00	376,601.00
64	NASH	558,016.00	558,016.00	0.00	0.00	558,016.00	558,016.00
65	NEW HANOVER	988,873.00	988,873.00	0.00	0.00	988,873.00	988,873.00
66	NORTHAMPTON	170,773.00	170,773.00	0.00	0.00	170,773.00	170,773.00
67	ONslow	740,515.00	740,515.00	0.00	0.00	740,515.00	740,515.00
68	ORANGE	517,764.00	517,764.00	0.00	0.00	517,764.00	517,764.00
69	PAMLICO	65,843.00	65,843.00	0.00	0.00	65,843.00	65,843.00
70	PASQUOTANK	233,456.00	233,456.00	0.00	0.00	233,456.00	233,456.00
71	PENDER	247,410.00	247,410.00	0.00	0.00	247,410.00	247,410.00
72	PERQUIMANS	75,540.00	75,540.00	0.00	0.00	75,540.00	75,540.00
73	PERSON	230,245.00	230,245.00	0.00	0.00	230,245.00	230,245.00
74	PITT	1,152,848.00	1,152,848.00	0.00	0.00	1,152,848.00	1,152,848.00
75	POLK	80,326.00	80,326.00	0.00	0.00	80,326.00	80,326.00
76	RANDOLPH	712,751.00	712,751.00	0.00	0.00	712,751.00	712,751.00
77	RICHMOND	446,437.00	446,437.00	0.00	0.00	446,437.00	446,437.00
78	ROBESON	1,415,821.00	1,415,821.00	0.00	0.00	1,415,821.00	1,415,821.00
79	ROCKINGHAM	579,714.00	579,714.00	0.00	0.00	579,714.00	579,714.00
80	ROWAN	704,802.00	704,802.00	0.00	0.00	704,802.00	704,802.00
81	RUTHERFORD	424,667.00	424,667.00	0.00	0.00	424,667.00	424,667.00
82	SAMPSON	394,365.00	394,365.00	0.00	0.00	394,365.00	394,365.00
83	SCOTLAND	346,303.00	346,303.00	0.00	0.00	346,303.00	346,303.00
84	STANLY	258,120.00	258,120.00	0.00	0.00	258,120.00	258,120.00
85	STOKES	202,807.00	202,807.00	0.00	0.00	202,807.00	202,807.00
86	SURRY	416,062.00	416,062.00	0.00	0.00	416,062.00	416,062.00
87	SWAIN	73,700.00	73,700.00	0.00	0.00	73,700.00	73,700.00
88	TRANSYLVANIA	144,336.00	144,336.00	0.00	0.00	144,336.00	144,336.00
89	TYRRELL	29,970.00	29,970.00	0.00	0.00	29,970.00	29,970.00
90	UNION	616,356.00	616,356.00	0.00	0.00	616,356.00	616,356.00
91	VANCE	378,339.00	378,339.00	0.00	0.00	378,339.00	378,339.00
92	WAKE	2,817,135.00	2,817,135.00	0.00	0.00	2,817,135.00	2,817,135.00
93	WARREN	154,418.00	154,418.00	0.00	0.00	154,418.00	154,418.00
94	WASHINGTON	100,945.00	100,945.00	0.00	0.00	100,945.00	100,945.00
95	WATAUGA	240,950.00	240,950.00	0.00	0.00	240,950.00	240,950.00
96	WAYNE	804,980.00	804,980.00	0.00	0.00	804,980.00	804,980.00
97	WILKES	383,131.00	383,131.00	0.00	0.00	383,131.00	383,131.00
98	WILSON	598,036.00	598,036.00	0.00	0.00	598,036.00	598,036.00
99	YADKIN	168,339.00	168,339.00	0.00	0.00	168,339.00	168,339.00
100	YANCEY	99,242.00	99,242.00	0.00	0.00	99,242.00	99,242.00
150	Jackson Indian		0.00	0.00	0.00	0.00	0.00
187	Swain Indian		0.00	0.00	0.00	0.00	0.00
Total		\$ 49,482,017.00	\$ 49,482,017.00	\$ -	\$ -	\$ 49,482,017.00	\$ 49,482,017.00



**Low-Income Home Energy Assistance (LIEAP) AUTHORIZATION NUMBER: 1**

**FUNDING SOURCE:** Federal Low Income Home Energy Assistance Funds Block Grant

**CFDA Number:** 93.568

**CFDA Name:** Low-Income Home Energy Assistance

**Award Name:** Low-Income Home Energy Assistance

**Award Number:** 21B1NCLIEA & 22B1NCLIEA

**Award Date:** FFY 2021 & 2022

**Federal Agency:** DHHS/ACF

**GRANT INFORMATION:** This represents 100% federal dollars.

This allocation represents the entire amount as designated in Session Law.

These funds cannot be spent until after December 1, 2021.

**XS411 Heading:** LIHEAP

**Tracked on XS411:** Federal Share 100%

**OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS**

**THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA GENERAL ASSEMBLY. THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.**

**AUTHORIZED SIGNATURE**



**DATE:**

September 2, 2021

## Budget Revision/Amendment Request

Date: **11/15/2021**

Amount: **46,802.00**

Dept. Head: **Karen Calhoun**

Department: **DHS**

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

DHS is approved to receive \$667,099 for the LIEAP program. We are requesting a supplemental increase to the LIEAP revenue and expense budget lines to match the approved funding authorization plan. This funding is 100% Federal share. County share is not required.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	5615-6204-352-1	Social Service Admin Reimbursement	557,053.00	110,046.00		667,099.00
001	9	5615-946001-352-1	Low Income Energy Asst Program	603,855.00	63,244.00		667,099.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00

**Total** 0.00

### Budget Officer

- ☐ Approved
- ☐ Denied

### County Manager

- ☐ Approved
- ☐ Denied

### Board of Commissioners

- ☐ Approved
- ☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

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

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

DHS - SHIIP Grant Budget Amendment

### **BRIEF SUMMARY:**

The Seniors' Health Insurance Information Program (SHIIP) counsel Medicare beneficiaries within Cabarrus County about Medicare, Medicare Part D, Medicare supplements, and Medicare Advantage plans through the use of Adult and Aging Services staff and community volunteers.

Annually, the county receives a SHIIP grant through the N.C. Department of Insurance. This year's grant is in the amount of \$8,357.00, which is \$1,585.00 less than budgeted. The related expense line items also need to be increased to match the amount of the grant. There is no county match for this grant.

### **REQUESTED ACTION:**

Motion to adopt the budget amendment.

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

5 Minutes

### **SUBMITTED BY:**

Anthony Hodges, Adult and Aging Services Program Administrator

### **BUDGET AMENDMENT REQUIRED:**

Yes

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

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**ATTACHMENTS:**

- ▢ BA - SHIIP Grant

### Budget Revision/Amendment Request

Date: 11/15/2021

Amount: 1,585.00

Dept. Head: Karen Calhoun

Department: DHS

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

This Budget Amendment is to revise revenues and expenditures to match the State SHIP grant budget. The budget is \$8,357.00. There is no County match for this grant. (This budget amendment was balanced using salaries and will be covered with salary adjustments if needed at the end of the fiscal year)

	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	5760-6270-ST8	SHIP Grant	9,942.00	-	1,585.00	8,357.00
001	9	5760-9356-ST8	Special Program Supplies	14,770.00	2,562.00	-	17,332.00
001	9	5760-9101	Salaries	222,208.00	-	4,147.00	218,061.00

#### Budget Officer

☐ Approved

☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### County Manager

☐ Approved

☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### Board of Commissioners

☐ Approved

☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

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

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Infrastructure and Asset Management - Meritage Homes Temporary Construction Easement at Vietnam Veterans Park for Sewer Line Connection Access

### **BRIEF SUMMARY:**

Meritage Homes is requesting a temporary construction easement at Vietnam Veterans Park for the staging, access, and installation of a sewer tie in in the sewer easement that is adjacent to the park for the Childers Park development. County staff and County legal have worked with County and Meritage Homes legal counsel on the easement. Staff will provide details on the easement, operational impacts, logistics, and implications.

### **REQUESTED ACTION:**

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

Motion to approve the Temporary Construction Easement Agreement between Cabarrus County and Meritage Homes for the Access to Sewer Line from Vietnam Veterans Park; and authorize the County Manager to execute the Temporary Construction Easement Agreement on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

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

10 Minutes

### **SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

### **BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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### ATTACHMENTS:

- ▢ Temporary Construction Easement

*Prepared By:*  
Cabarrus County

*Return to:*  
Meritage Homes of the Carolinas, Inc.  
13925 Ballantyne Corporate Place, Suite 300  
Charlotte, NC 28277  
Attn: CJ Dellinger

STATE OF NORTH CAROLINA    )  
COUNTY OF CABARRUS         )

PIN # 5611-19-9578  
Grant of Temporary Construction Easement to  
Meritage Homes of the Carolinas, Inc.

The undersigned Grantor, Cabarrus County (“Grantor”), in consideration of payment to Grantor of the sum of Seven Thousand Dollars (\$7000.00), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and release unto the Meritage Homes of the Carolinas, Inc., its successors, assigns and licensees (“Grantee”), a temporary construction easement (“Easement”) to access and stage equipment in order to access existing sewer line easement and create a “connection” adjacent to Vietnam Veterans Park. The premises to be affected hereby is more particularly described as follows (“Grantor Property”): See Exhibit A.

The portion of the Grantor Property affected by the Easement is designated as “Temporary Construction Easement” on the map attached to this Grant of Temporary Construction Easement as Exhibit B, such portion being referred to herein as the “TCE Area”. Exhibit C is provided as reference only for site specific safety measures.

To have and to hold the Easement unto Grantee, its successors and assigns.

Grantee plans to install the “connection” within 6 months (180 days) from established notice to proceed date from Cabarrus County. The Easement shall expire upon the completion of the “connection” as determined by Grantee. It is understood and agreed by and between the parties hereto that Grantee shall have the right of ingress, egress, and regress over and upon the Grantor Property only to exercise the rights granted to Grantee under this Grant of Temporary Construction Easement, and no entry for such purposes shall be deemed a trespass. Grantee shall protect existing trees and restore any disturbed areas (concrete, turf, ground cover, asphalt, trails) around the “connection”, storage-laydown area, and construction entrance to its condition prior to use by Grantee. Grantee will provide “snow-fencing” around entire construction zone as noted in Exhibit C. Grantee will safely navigate equipment (trucks, dump trucks, low boys, mulchers, excavators) through the Park main drive, main parking lot and trails to lay down area utilizing easily identifiable personnel on foot. Grantee will take part in a walkthrough with Grantor prior to the equipment access and document the condition of the route. Additionally, Grantee



will conduct a post work walkthrough with Grantor to identify any changes in condition due to Grantee access that requires restoration.

Grantor shall have the right to use the above-described TCE Area for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted.

This Grant of Temporary Construction Easement shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns. Grantee shall have the right to assign all or any portion of the rights granted to it pursuant to this Grant of Temporary Construction Easement without the prior written consent of Grantor.

[Signature Page and Notary Acknowledgment Follows]

IN WITNESS, these presents have been duly executed under seal by the Grantor's Manager pursuant to authority provided by the Board of County Commissioners on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

CABARRUS COUNTY

\_\_\_\_\_(SEAL)  
Michael K. Downs  
Cabarrus County Manager

\*\*\*\*\*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_  
(place of acknowledgment)

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, State of \_\_\_\_\_, certify that Michael K. Downs ("Signatory") personally came before me this day and acknowledged that he is Cabarrus County Manager, and that he, in such capacity and being authorized to do so, executed the foregoing on behalf of Cabarrus County.

I certify that Signatory personally appeared before me this day, and  
(check one of the following and mark through all blank lines or spaces in the certificate)  
\_\_\_\_\_(I have personal knowledge of the identity of Signatory); **or**  
\_\_\_\_\_(I have seen satisfactory evidence of Signatory's identity, by a current state or federal identification with Signatory's photograph in the form of:  
(check one of the following and mark through all blank lines)  
\_\_\_\_ a driver's license *or*  
\_\_\_\_ in the form of \_\_\_\_\_); **or**  
\_\_\_\_(a credible witness has sworn to the identity of Signatory).

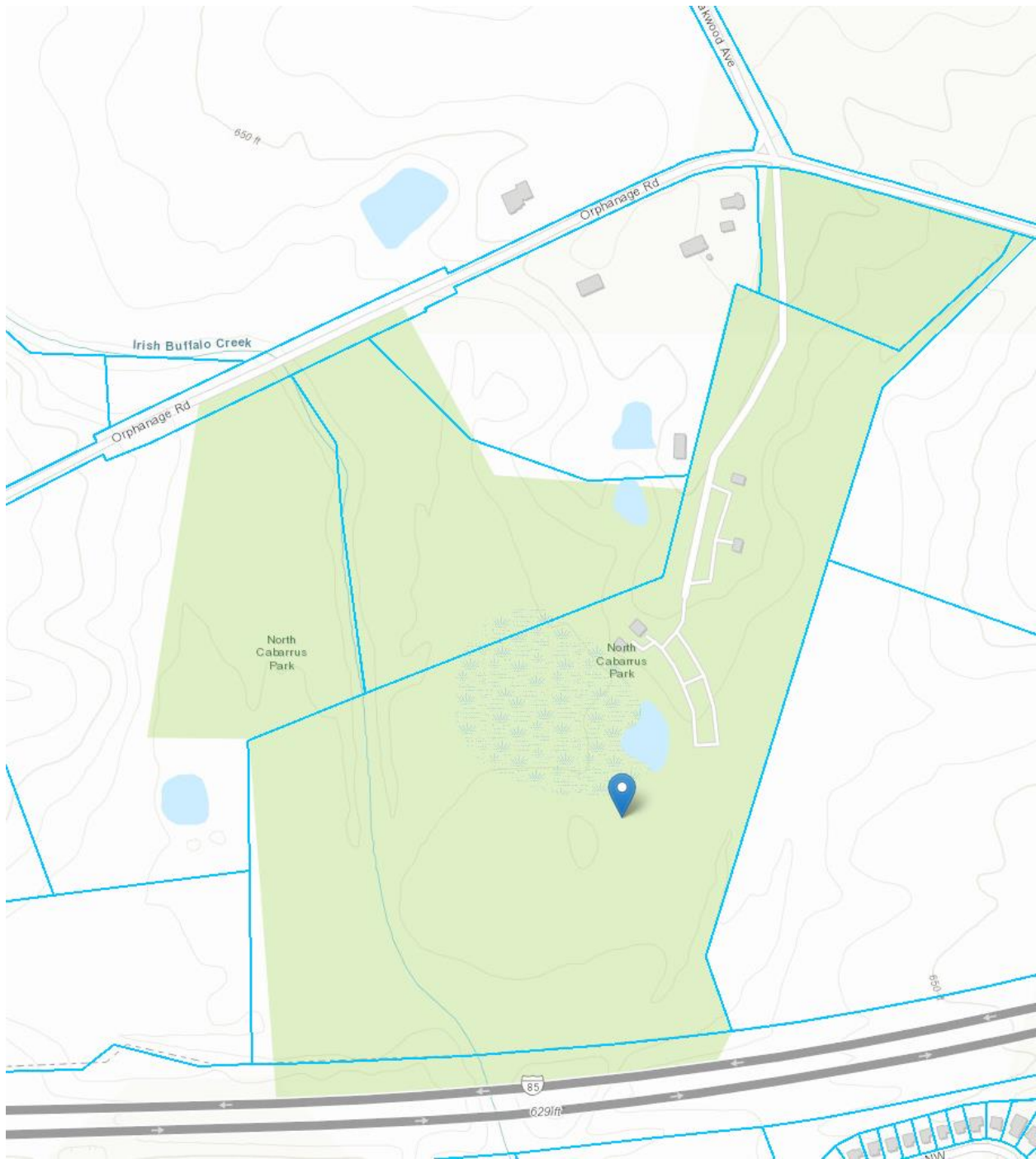
Signatory acknowledged to me that he voluntarily signed the foregoing instrument for the purpose stated and in the capacity indicated.

Witness my hand and official stamp or seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
[Note: Notary Public must sign exactly as on notary seal]  
My Commission Expires: \_\_\_\_\_

☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

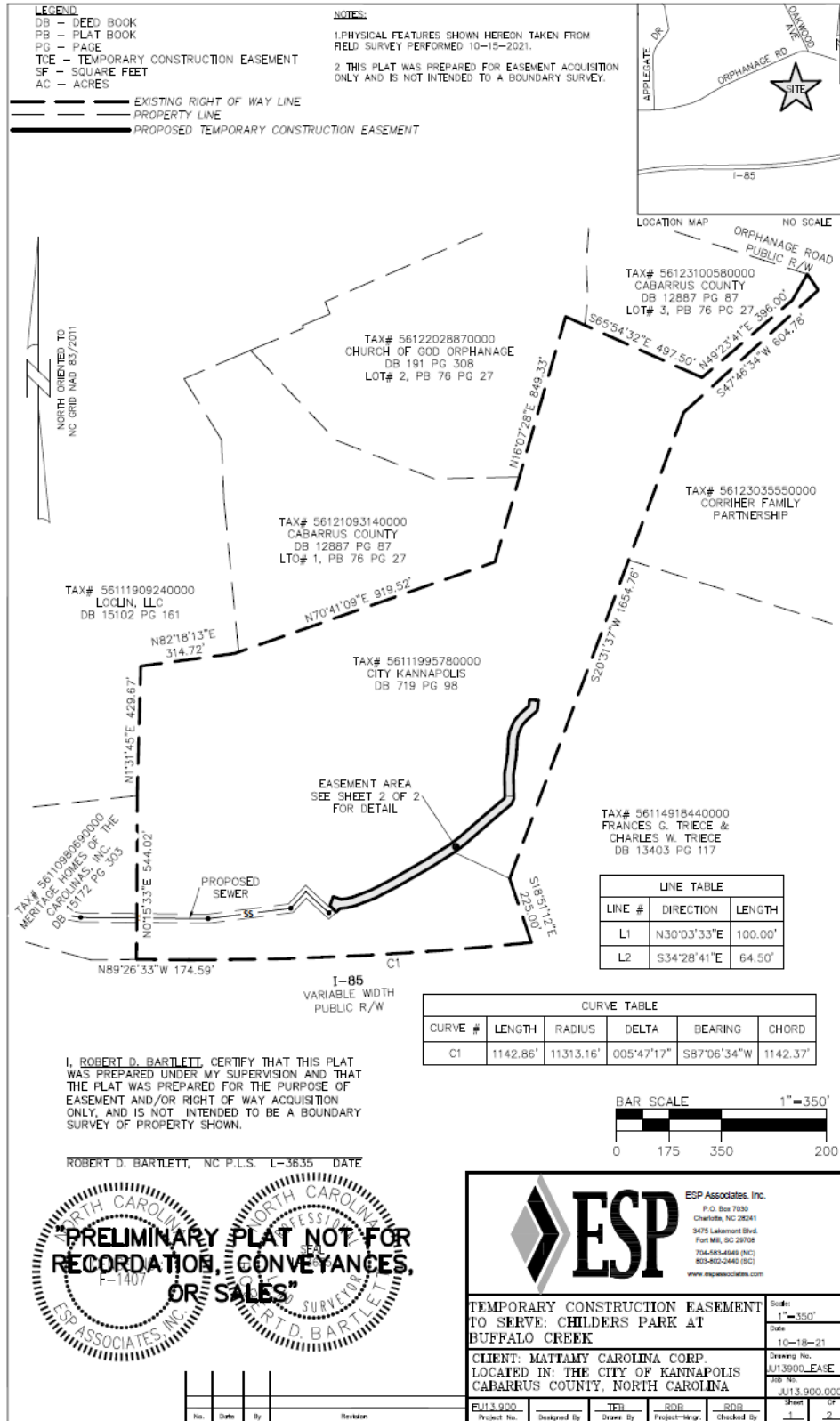
**EXHIBIT A**  
**Grantor's Property**



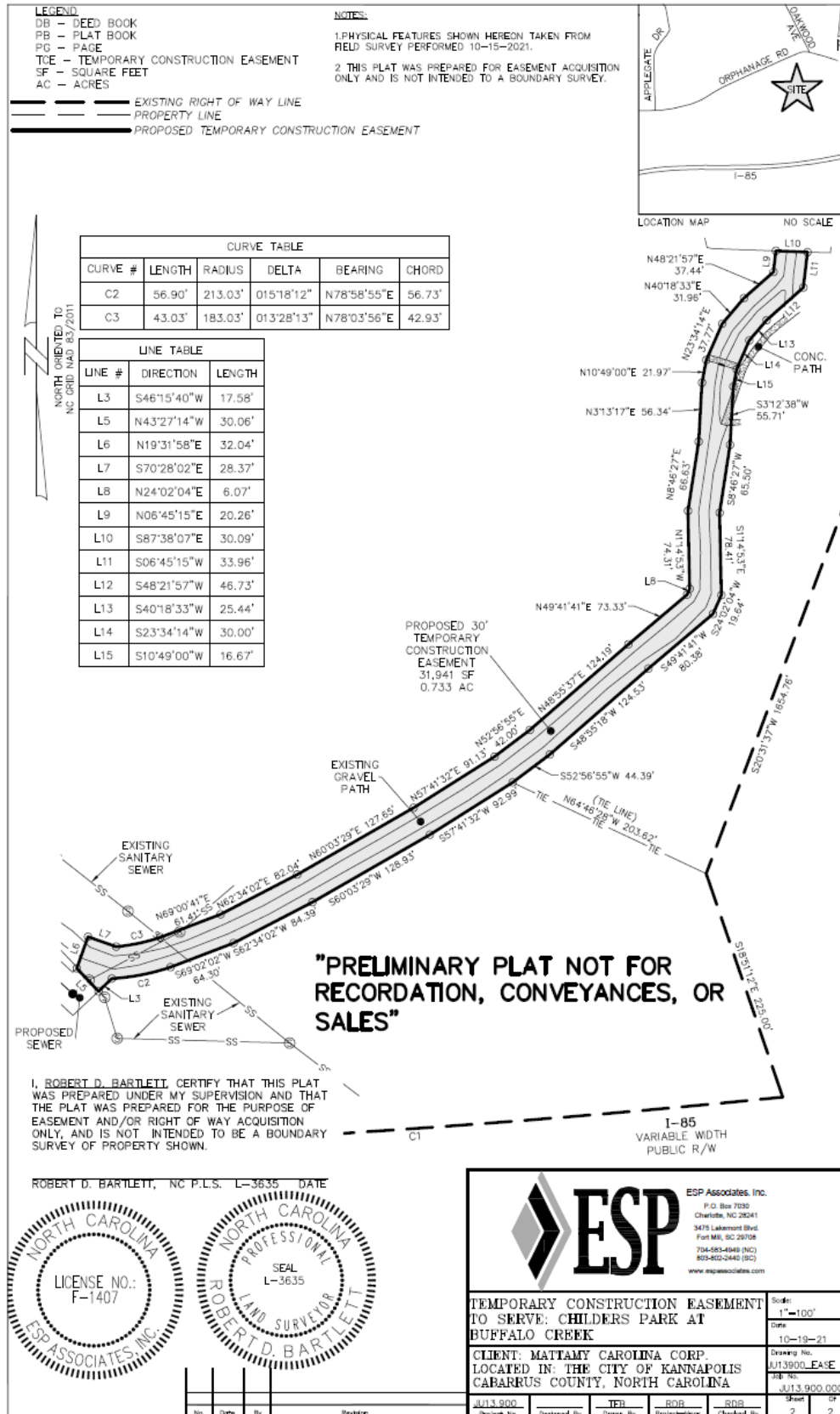
Cabarrus County Tax Parcel Number 5611-19-9578



# **EXHIBIT B Part 1**



## EXHIBIT B Part 2



### EXHIBIT C

THIS EXHIBIT IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.





# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

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

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Infrastructure and Asset Management - Mount Pleasant Library - Senior Center Design Firm Selection for Initial Design Services

### **BRIEF SUMMARY:**

Cabarrus County staff received eleven (11) submissions from architectural firms for initial design services for the new Mount Pleasant Library -Senior Center on August 17, 2021. The initial design services solicited were programming, schematic, and cost estimating. The selection committee selected CPL Architecture Engineering Planning for the project after submittal package reviews and finalist interviews.

### **REQUESTED ACTION:**

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

Motion to approve the initial design firm selection and authorize the County Manager to execute the contract between Cabarrus County and CPL Architecture Engineering Planning, subject to revision by the County Attorney; and adopt the associated budget amendment and project ordinance.

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

5 Minutes

### **SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

### **BUDGET AMENDMENT REQUIRED:**

Yes

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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### ATTACHMENTS:

- ▢ Mount Pleasant Library-Senior Center RFQ
- ▢ Budget Amendment
- ▢ Project Ordinance



# Infrastructure and Asset Management

## Request for Qualifications for Cabarrus County Infrastructure and Asset Management

August 2<sup>nd</sup>, 2021

### Project Description

Cabarrus County Infrastructure and Asset Management (IAM) is soliciting responses from qualified firms licensed in North Carolina to provide library and senior center programming, schematic design, and cost estimating services of a complex planned at a recently acquired +/- 30 acres in Mt. Pleasant, NC. The building is estimated to be a +/- 15,000 square foot building which will house both library and senior center services.

The complex will also house several park amenities including athletic fields, playground, shelters, trails, restroom/concessions building, and grounds maintenance equipment building. The firm selected will have to work in conjunction with the park design team on the complex's infrastructure, aesthetic concept, layout, and operational cohesiveness.

### Qualification Package Evaluation Criteria

Qualifications packages will be evaluated on the firm's ability to meet the requirements of this RFQ. Special emphasis will be placed on the proposed team's experience and qualifications.

### Evaluation criteria are as follows:

- Firm(s) and individual experience with projects of similar scope in terms of libraries and senior centers
- Firm(s) experience with local government projects
- Qualifications, certifications, abilities, availability and geographic location of the key individuals
- References from past projects

### SOQ Requirements

Firms that are interested in providing the requested services to Cabarrus County are invited to submit a Statement of Qualifications (SOQ), in electronic format only, to Kyle Bilafer at [kdbilafer@cabarruscounty.us](mailto:kdbilafer@cabarruscounty.us)

Each firm is solely responsible for the timely delivery of its SOQ. **All SOQs must be delivered by 3:00 pm local time on August 17<sup>th</sup>, 2021** No qualification packages will be accepted after this deadline. Firms accept all risk of late delivery regardless of fault.





## Infrastructure and Asset Management

The SOQ package should be no more than **20** pages in length.

**Please identify a contact person for questions during the RFQ process and provide contact information including telephone number, email, and postal address.**

### Terms and Conditions

The following terms and conditions apply to this RFQ:

1. All responses shall become the property of the County.
2. Due care and diligence has been exercised in the preparation of this RFQ and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services rests solely with those making responses. Neither the County nor its representatives shall be responsible for any error or omission in this response, nor for the failure on the part of the respondents to determine the full extent of their exposures.
3. The County reserves the right to select the vendor from the responses received; to waive any or all informalities and/or irregularities; to re-advertise with either an identical or revised scope, or to cancel any requirement in its entirety; or to reject any or all proposals received.
4. A response to this RFQ does not constitute a formal bid; therefore, the County retains the right to contact any/all proposing vendors after submittal in order to obtain supplemental information and/or clarification in either oral or written form. Furthermore, an explicit provision of this RFQ is that any oral communication made is not binding on the County's proposal process.
5. The County will not be liable for, nor pay for any costs incurred by responding vendors relating to the preparation of any proposal for this RFQ.
6. Acceptance will be defined as the County selecting you as our provider of service for the intent of negotiating a contract for services.
7. It is the intent of the County that after the successful Vendor has been selected, the County and the selected vendor will enter into contract negotiations containing all terms and conditions of the proposed service. Any acceptance of a proposal is contingent upon the execution of a written contract and the County shall not be contractually bound to any bidder prior to the execution of such written contractual agreement. The contents of the bid submitted shall become part of the contractual obligation and incorporated by reference into the ensuing contract. The contract with a successful vendor may include penalties for non-performance and failure to meet the proposal implementation schedule. Any vendor agreeing to do business with the County must first be validated as a vendor by The County's third party vendor platform which is Payment Works.

### Budget Revision/Amendment Request

Date: 11/1/2021

Amount: 10,000,000.00

Dept. Head: Wendi Heglar

Department: Finance - County Capital Projects

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

#### Budget \$10,000,000 for Mt Pleasant Library construction

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
380	9	8240 9820	Construction		10,000,000		10,000,000
380	6	8240 6918 2022A	Proceeds from COPS/LOBS		10,000,000		10,000,000
							-

#### 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	86,926,452
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
<b>TOTAL REVENUES</b>	<b>\$233,148,952</b>

- 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	5,855,425
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
 Frank Liske Park ADA Renovations	 1,100,000
 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	2,443,763
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
Milestone Building	8,150,000
Fire Services Building	370,000
Mt Pleasant Library	10,000,000

**TOTAL EXPENDITURES** **\$233,148,952**

**GRAND TOTAL – REVENUES** **\$233,148,952**

**GRAND TOTAL – EXPENDITURES** **\$233,148,952**

## 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. Transfers amounts between objects of expenditure and revenues within a function without limitation.
  2. Transfer amounts up to \$500,000 between functions of the same fund.
  3. 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. Enter 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.
  5. 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.
  6. 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.
  7. Reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).

## 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 Community Investment Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 1<sup>st</sup> day of November 2021.

CABARRUS COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

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

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

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

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Infrastructure and Asset Management - Mount Pleasant Park Amenity Design Firm Selection for Initial Design Services

### **BRIEF SUMMARY:**

Cabarrus County staff received eight (8) submissions from engineering firms for initial design services for the new Mount Pleasant Library Park Amenity on August 17, 2021. The initial design services solicited were programming, schematic, and cost estimating. The selection committee selected Alfred Benesch & Company for the project after submittal package reviews and finalist interviews.

### **REQUESTED ACTION:**

Motion suspend the Rules of Procedure due to time constraints.

Motion to approve the initial design firm selection and authorize the County Manager to execute the contract between Cabarrus County and Alfred Benesch & Company, subject to revision by the County Attorney.

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

10 Minutes

### **SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

### **BUDGET AMENDMENT REQUIRED:**

Yes



## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

---

### ATTACHMENTS:

- ▣ RFQ Advertisement



# Infrastructure and Asset Management

## Request for Qualifications for Cabarrus County Infrastructure and Asset Management

August 2nd, 2021

### Project Description

Cabarrus County Infrastructure and Asset Management (IAM) is soliciting responses from qualified firms licensed in North Carolina to provide athletic/park amenity programming, schematic design, and cost estimating services for a complex planned at a recently acquired +/- 30 acres in Mt. Pleasant, NC. Firms will be asked to masterplan and cost estimate the amenities and the associated infrastructure (utilities, parking, etc.). Planned amenities include two (2) rectangular multipurpose fields, three (2) 225' fence, dugouts, multiple picnic shelters, ballfield lighting, bathroom/concession building, maintenance building, playgrounds, and perimeter trail.

The site will also be home to a +/- 15,000 square foot building which will house governmental services and the firm selected will have to work in conjunction with the building design team on the complex's infrastructure, aesthetic concept, layout, and operational cohesiveness.

### Qualification Package Evaluation Criteria

Qualifications packages will be evaluated on the firm's ability to meet the requirements of this RFQ. Special emphasis will be placed on the proposed team's experience and qualifications.

#### Evaluation criteria are as follows:

- Firm(s) and individual experience with projects of similar scope in terms of athletic complexes containing various amenities
- Firm(s) experience with local government projects
- Qualifications, certifications, abilities, availability and geographic location of the key individuals
- References from past projects

### SOQ Requirements

Firms that are interested in providing the requested services to Cabarrus County are invited to submit a Statement of Qualifications (SOQ), in electronic format only, to Kyle Bilafer at [kdbilafer@cabarruscounty.us](mailto:kdbilafer@cabarruscounty.us)



# Infrastructure and Asset Management

Each firm is solely responsible for the timely delivery of its SOQ. **All SOQs must be delivered by 3:00 pm local time on August 17th, 2021** No qualification packages will be accepted after this deadline. Firms accept all risk of late delivery regardless of fault.

The SOQ package should be no more than **15** pages in length.

**Please identify a contact person for questions during the RFQ process and provide contact information including telephone number, email, and postal address.**

## Terms and Conditions

The following terms and conditions apply to this RFQ:

1. All responses shall become the property of the County.
2. Due care and diligence has been exercised in the preparation of this RFQ and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services rests solely with those making responses. Neither the County nor its representatives shall be responsible for any error or omission in this response, nor for the failure on the part of the respondents to determine the full extent of their exposures.
3. The County reserves the right to select the vendor from the responses received; to waive any or all informalities and/or irregularities; to re-advertise with either an identical or revised scope, or to cancel any requirement in its entirety; or to reject any or all proposals received.
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6. Acceptance will be defined as the County selecting you as our provider of service for the intent of negotiating a contract for services.
7. It is the intent of the County that after the successful Vendor has been selected, the County and the selected vendor will enter into contract negotiations containing all terms and conditions of the proposed service. Any acceptance of a proposal is contingent upon the execution of a written contract and the County shall not be contractually bound to any bidder prior to the execution of such written contractual agreement. The contents of the bid submitted shall become part of the contractual obligation and incorporated by reference into the ensuing contract. The contract with a successful vendor may include penalties for non-performance and failure to meet





## Infrastructure and Asset Management

the proposal implementation schedule. Any vendor agreeing to do business with the County must first be validated as a vendor by The County's third party vendor platform which is Payment Works.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

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

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Infrastructure and Asset Management - Town of Midland Temporary Construction Easement at Rob Wallace Park for Veterans Memorial

### **BRIEF SUMMARY:**

The Town of Midland is requesting a temporary construction easement at Rob Wallace Park for the staging, access, and construction of the Town of Midland funded Veterans Memorial.

### **REQUESTED ACTION:**

Motion to approve the temporary construction easement for Town of Midland and authorize the County Manager to execute the easement documents 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:**

- ▣ Construction Plans
- ▣ Easement



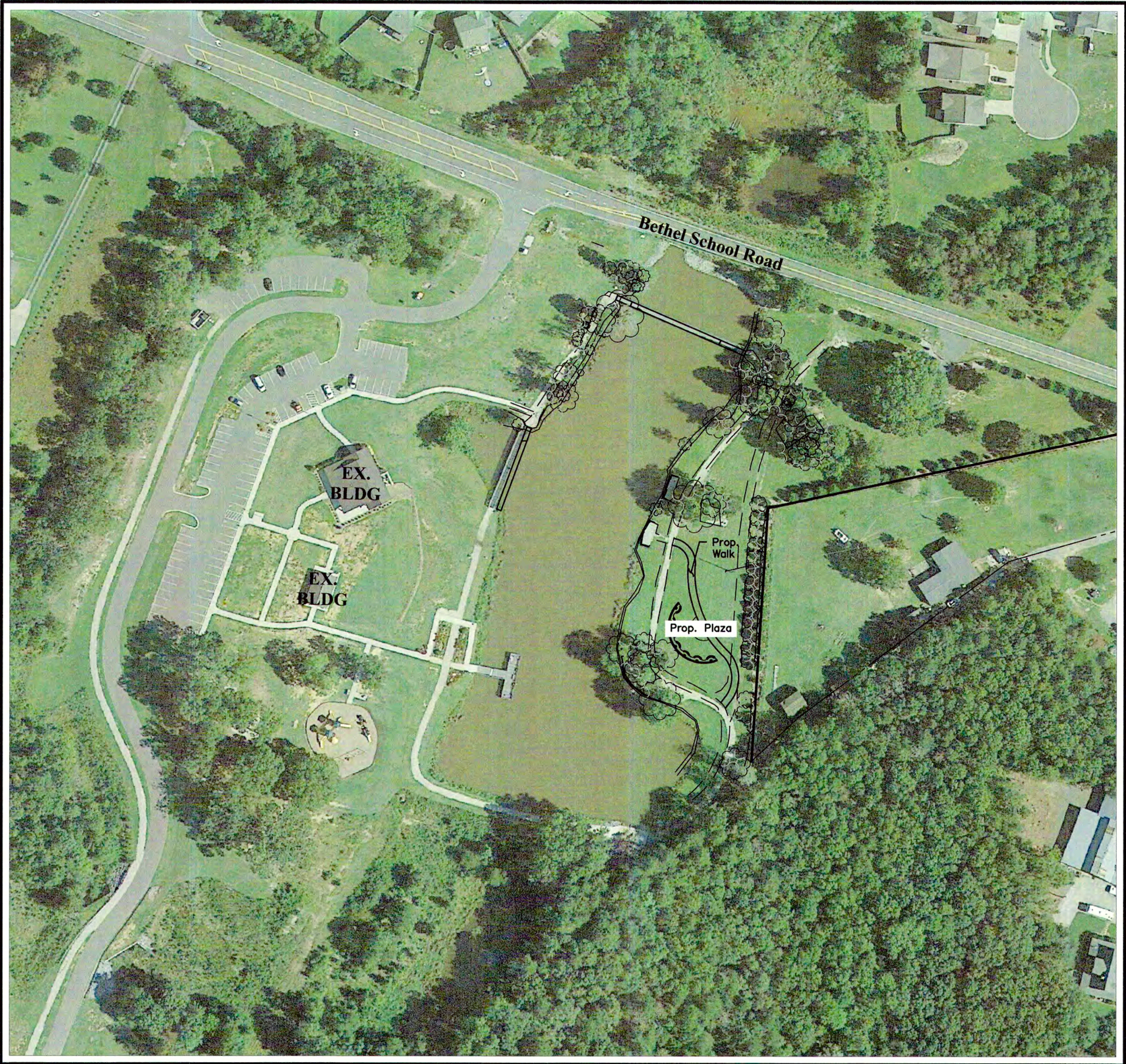
TOWN OF MIDLAND, CABARRUS COUNTY, NORTH CAROLINA  
CONSTRUCTION DOCUMENTS  
FOR  
**ROB WALLACE PARK MEMORIAL**  
12900 BETHEL SCHOOL ROAD, MIDLAND  
DECEMBER 8, 2020

DEMOLITION NOTES

1. Contractor shall remove all existing concrete, asphalt and other existing structures indicated on plan. Contractor shall dispose of all debris at an approved (legal) off-site location.
2. Contractor is responsible to barricade the site as necessary to prevent unauthorized entry and provide safety measures per local, state and federal regulations.
3. Protect adjacent curbs, trees, buildings, utilities and other items to remain from damage. Contractor shall be responsible for repair and/or payment of any damaged item(s) that are to remain.

EROSION CONTROL NOTES

1. Total Disturbed Area: 0.25 Acres
2. All erosion control measures shall be constructed in accordance with the N.C. Erosion and Sediment Control Planning and Design Manual, U.S. Dept. of Agriculture, and local Development Standards.
3. Contractor is fully responsible for maintaining all erosion control devices throughout construction. Devices shall be inspected by the Contractor after each rain and repaired as needed.
4. All erosion control measures shall conform to the standards set forth in the Town and County Standards.
5. Streets in front of the project shall be kept clean at all times or wash station will be required.
6. Sediment will be removed from behind the silt fence when it becomes about 0.5' deep at the fence. The silt fence will be repaired as necessary to maintain a barrier.
7. All erosion and sediment control practices will be checked for stability and operation following every runoff producing rainfall but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed.



INDEX MAP  
Scale: 1" = 100'

Sheet List Table	
Sheet Number	Sheet Title
00	Cover Sheet
01	Existing Conditions
02	Site Plan- Overall
03	Layout and Materials Plan
04	Landscape and Grading Plan
05	Details
06	Planting Notes and Details

SURVEY NOTE:

1. All existing conditions and information show taken from survey performed by EMH&T, dated February 12, 2020.



Call 1-800-632-4949 before you dig: It's the law!

By law, everyone MUST contact the North Carolina One-Call Center, 1-800-632-4949, at least 48 hours but no more than 10 working days (excluding weekends and legal holidays) before beginning ANY digging project.

LANDSCAPE  
ARCHITECT

EMH&T  
301 McCullough Drive, Suite 109  
Charlotte, NC 28262  
Contact: Justin Maxwell  
Tel: (704) 353-9972  
Fax: (704) 840-3678  
jmaxwell@emht.com

SURVEYOR

EMH&T  
5500 New Albany Road  
Columbus, OH 43054  
Contact: Ed Miller  
Tel: (614) 775-4104  
Fax: (614) 775-4800  
emiller@emht.com



REVISIONS

MARK	DATE	DESCRIPTION

ROB WALLACE PARK

TOWN OF MIDLAND, CABARRUS COUNTY, NORTH CAROLINA  
CONSTRUCTION DOCUMENTS  
FOR  
**ROB WALLACE PARK MEMORIAL**  
COVER SHEET



DATE

DECEMBER 8, 2020

SCALE

AS NOTED

JOB NO.

2020-0062

SHEET

00



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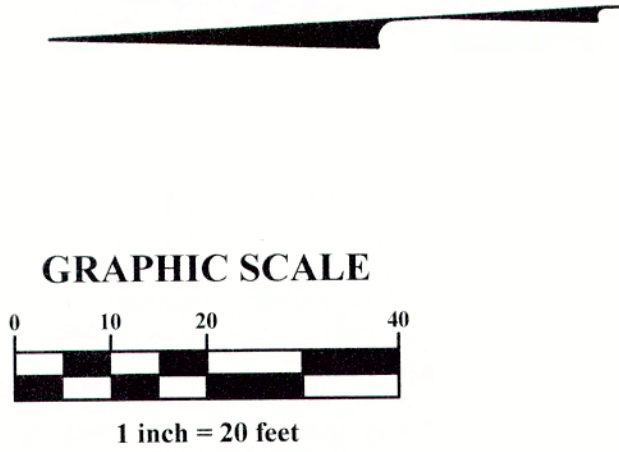


**LEGEND**

**EXISTING**

- Right of Way
- Parcel Line
- Easement
- Contours
- Curb
- Sign
- Storm Sewer
- Storm Catch Basin
- Storm Manhole
- Sanitary Sewer
- Sanitary Manhole
- CATV Marker
- Water Main
- Fire Water Service
- Fire Hydrant
- Fire Direct Connect
- Post Indicator Valve
- Water Valve
- Communication Line
- Fiber Optic Line
- Fiber Optic Box
- Overhead Electric Line
- Underground Electric Line
- Gas Line
- Gas Valve
- Gas Marker
- Power Pole
- Electric Transformer
- Guy Wire
- Power Switch
- Light Pole
- Curb To Be Removed

**(DND)** Do Not Disturb  
**(TBR)** To Be Removed  
**(TBRL)** To Be Relocated  
**(TBRR)** To Be Removed and Replaced (C4.0)

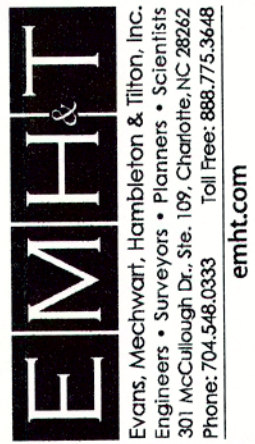


REVISIONS

MARK	DATE	DESCRIPTION

ROB WALLACE PARK

TOWN OF MIDLAND, CABARRUS COUNTY, NORTH CAROLINA  
CONSTRUCTION DOCUMENTS  
FOR  
**ROB WALLACE PARK MEMORIAL**  
EXISTING CONDITIONS



DATE  
DECEMBER 8, 2020

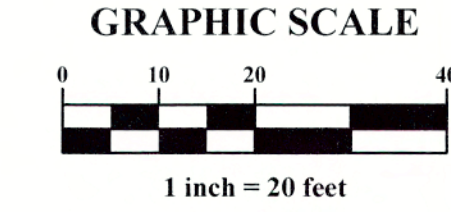
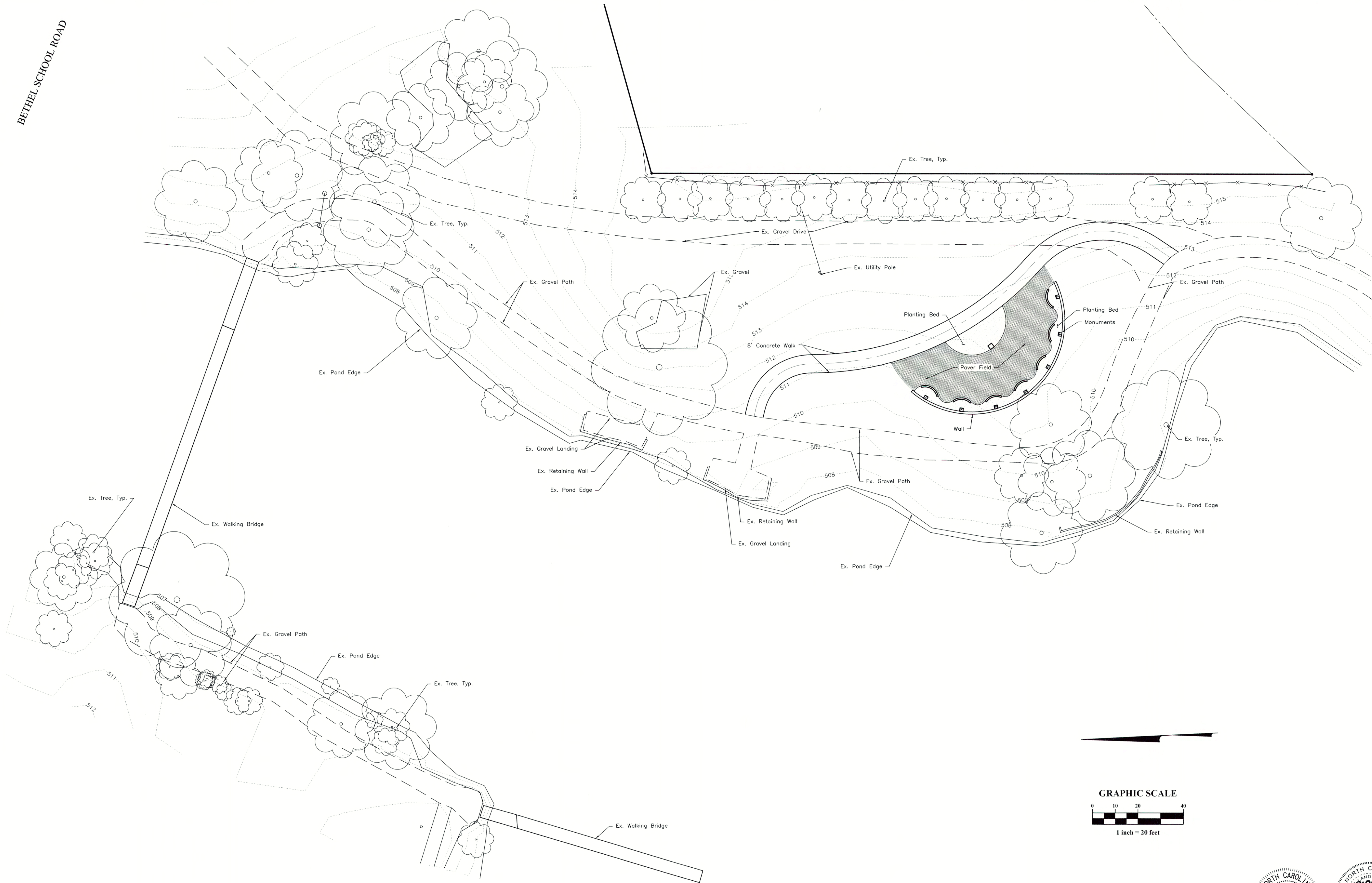
SCALE  
AS NOTED

JOB NO.  
2020-0062

SHEET  
01



BETHEL SCHOOL ROAD



REVISIONS		
MARK	DATE	DESCRIPTION

ROB WALLACE PARK

TOWN OF MIDLAND, CABARRUS COUNTY, NORTH CAROLINA  
CONSTRUCTIVE WORK UNITS  
FOR  
**ROB WALLACE PARK MEMORIAL**  
SITE PLAN - OVERALL

**EMHT**  
Evans Mechwart Hambleton & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
10000 Midland Road, Suite 100, Charlotte, NC 28226  
Phone: 704.546.0333 Fax: 704.546.7248  
emht.com

**EMHT**  
EVANS  
MECHWART  
HAMBLETON &  
TILTON, INC.  
No. F-1016

DATE  
DECEMBER 8, 2020

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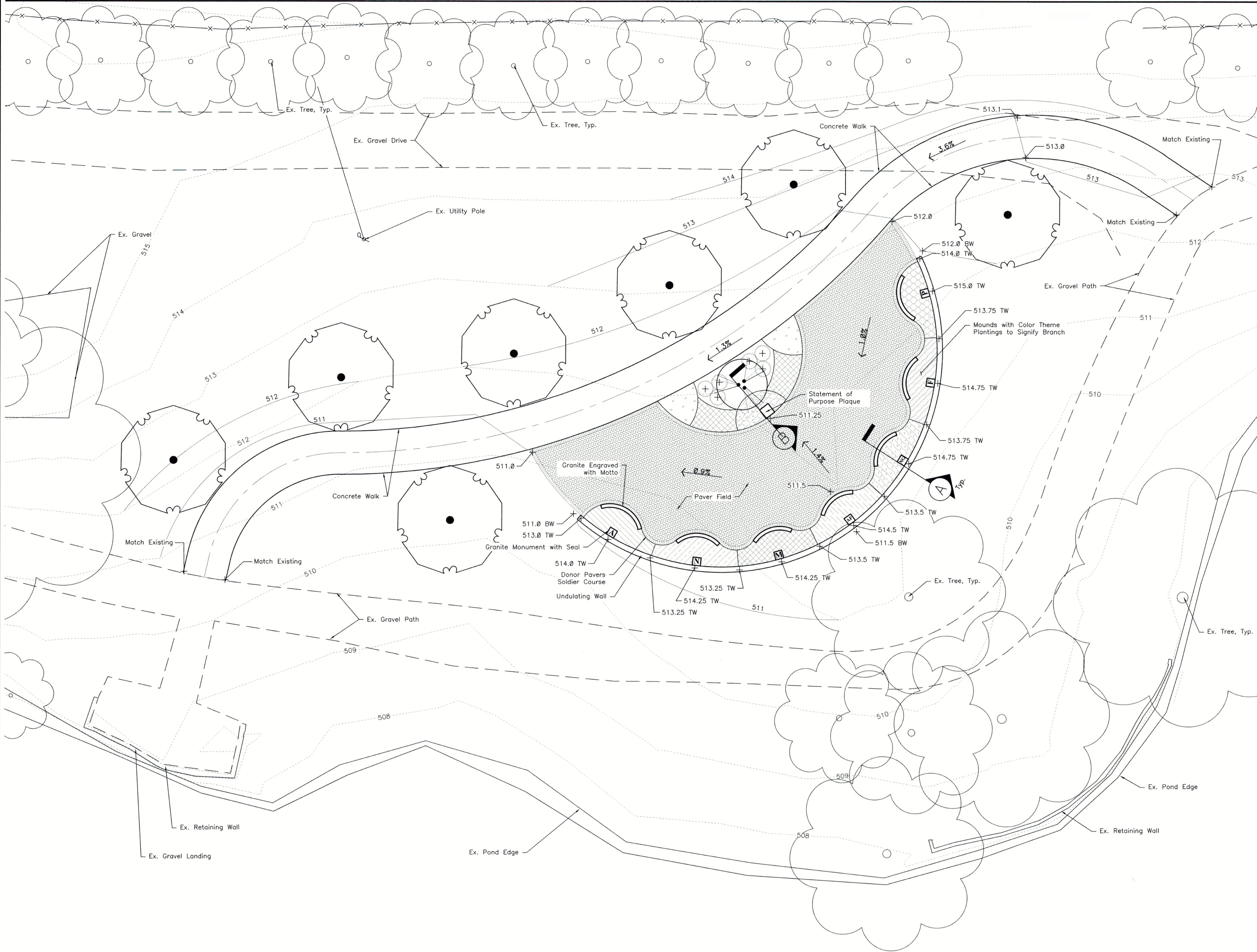
SHEET  
02







\\cmidaco01\project01\20200062\20200062 - Landscape Plan.dwg, Last Saved By: jmaxwell, 12/14/2020 4:04 PM (No Xrefs)



PLANT SCHEDULE

LARGE MATURING TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
----------------------	-----	-------------------------	------	-----------

7	Quercus bicolor Swamp White Oak	3" Cal.	B&B
---	------------------------------------	---------	-----

SMALL MATURING TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
----------------------	-----	-------------------------	------	-----------

1	Lagerstroemia indica 'Dynamite' Dynamite Crape Myrtle	8' Ht.	B&B
---	--	--------	-----

SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
--------	-----	-------------------------	------	-----------

6	Ilex vomitoria 'Schillings Dwarf' Dwarf Schillings Holly	24" Ht.	Cont.
---	---	---------	-------

PERENNIALS	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION	SPACING
------------	-----	-------------------------	------	-----------	---------

32	Nepeta x 'Walker's Low' Walker's Low Catmint	#1	Cont.	18" o.c.
----	---	----	-------	----------

34	Phlox subulata 'White Delight' White Delight Moss Phlox	#1	Cont.	18" o.c.
----	--	----	-------	----------

18	Sedum x 'Autumn Joy' Autumn Joy Sedum	#1	Cont.	18" o.c.
----	--	----	-------	----------

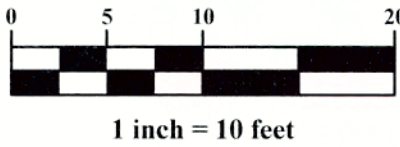
COLOR THEME PLANT SCHEDULE

	PLANTING AREA-- ARMY (GOLD)	53 sf
	PLANTING AREA-- NAVY (NAVY AND GOLD)	60 sf
	PLANTING AREA-- MARINE CORPS (RED AND GOLD)	60 sf
	PLANTING AREA-- AIR FORCE (LIGHT BLUE, WHITE AND GOLD)	60 sf
	PLANTING AREA-- NATIONAL GUARD (RED, WHITE AND BLUE)	60 sf
	PLANTING AREA-- FIREFIGHTERS (RED)	60 sf
	PLANTING AREA-- POLICE OFFICERS (NAVY)	53 sf

Note:  
1. Planting areas will be made up of annuals matching the colors specified for each area.  
2. Annuals to be spaced 6-12" based on installation size to create a full ground covering of colored plantings.  
3. Planting areas with multiple plants shall be an equal percentage of each plant.



GRAPHIC SCALE



1 inch = 10 feet



REVISIONS

MARK	DATE	DESCRIPTION

ROB WALLACE PARK

TOWN OF MIDLAND, CARROLL COUNTY, NORTH CAROLINA  
CONSTRUCTION DOCUMENTS  
FOR  
ROB WALLACE PARK MEMORIAL  
LANDSCAPE AND GRADING PLAN



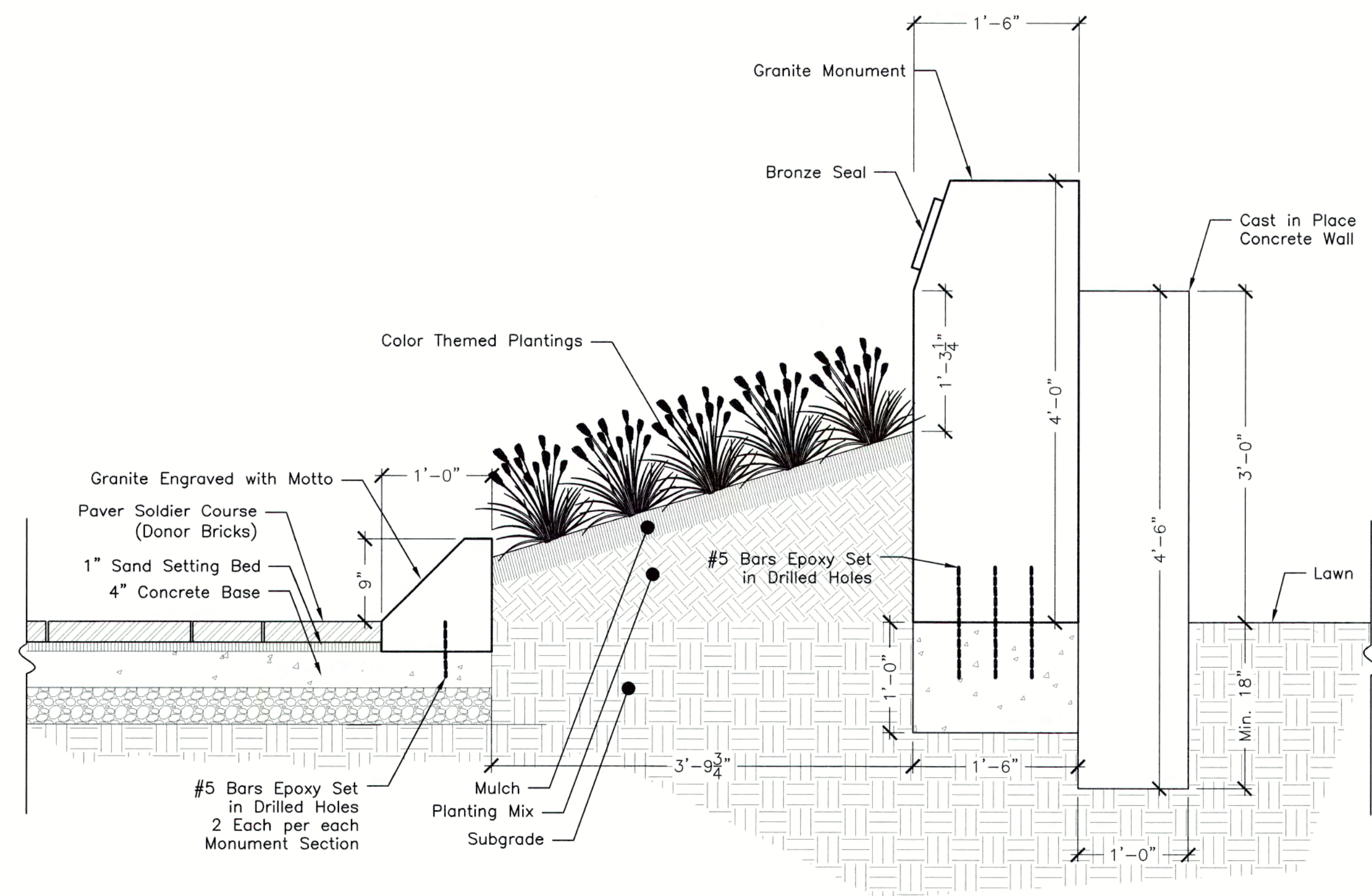
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DECEMBER 8, 2020

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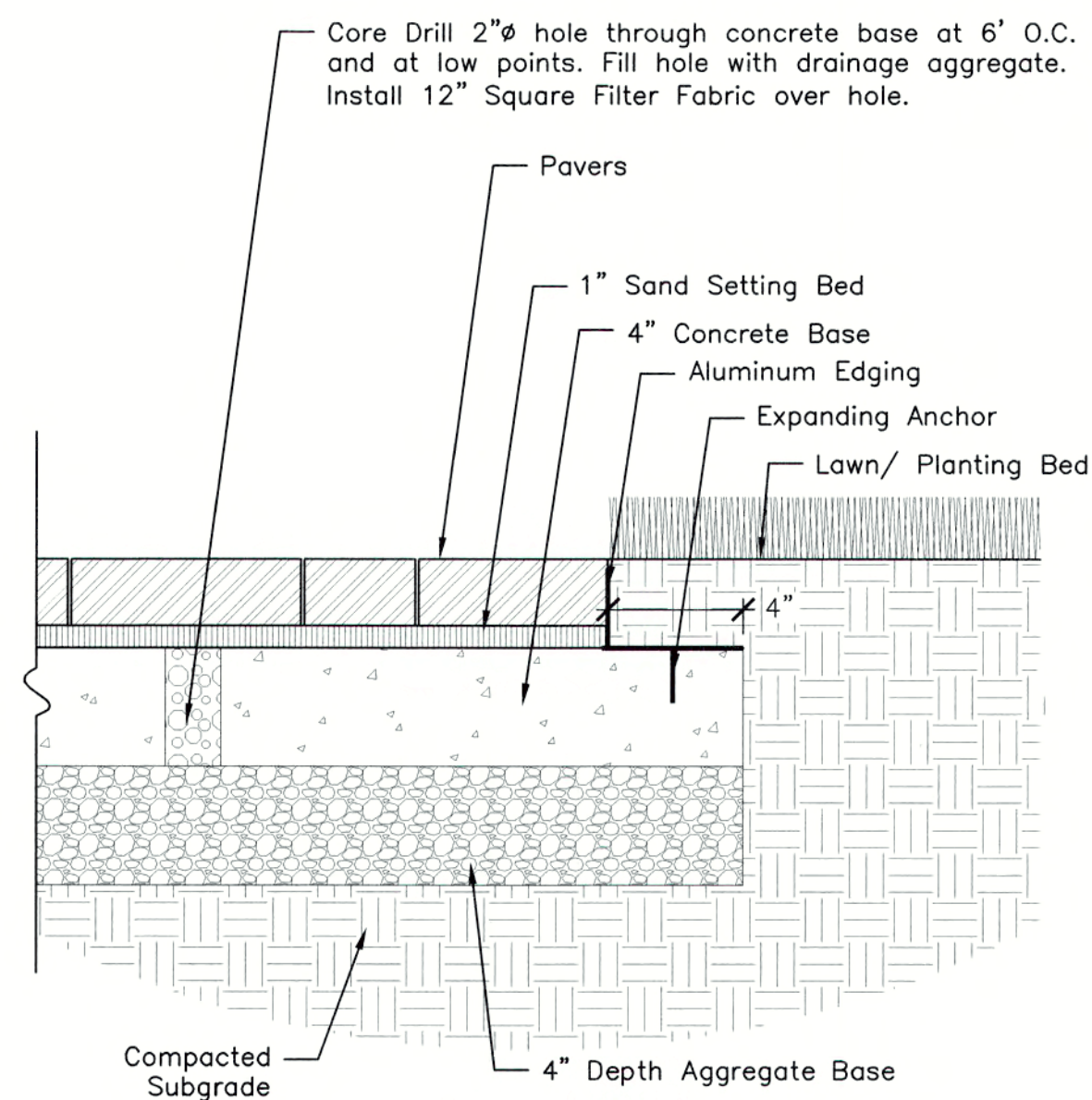
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2020-0062

SHEET  
04

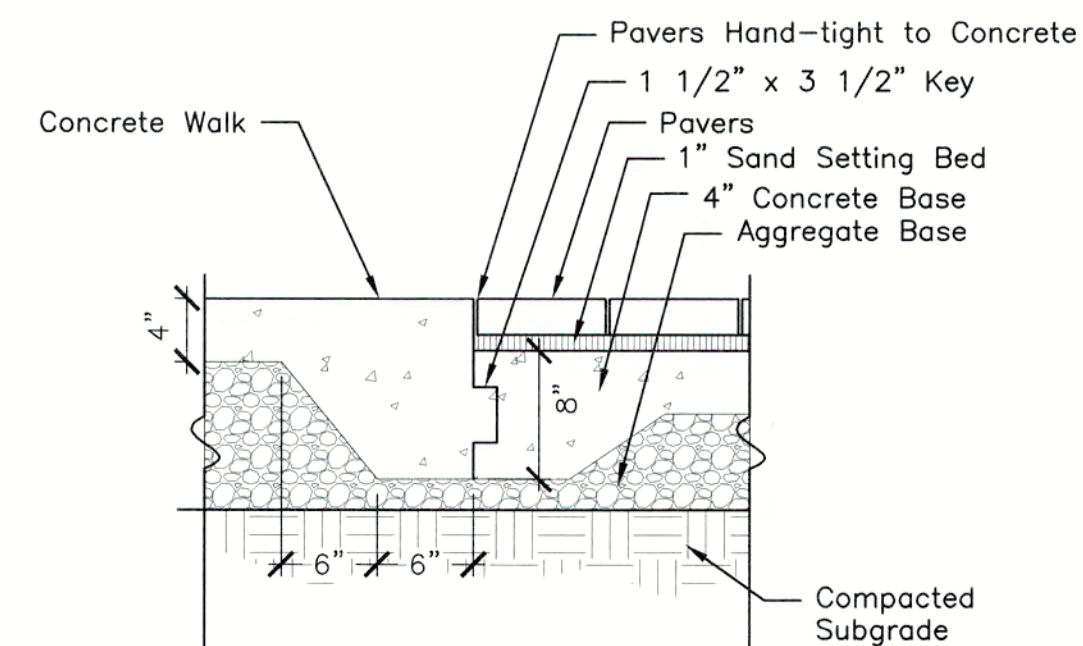




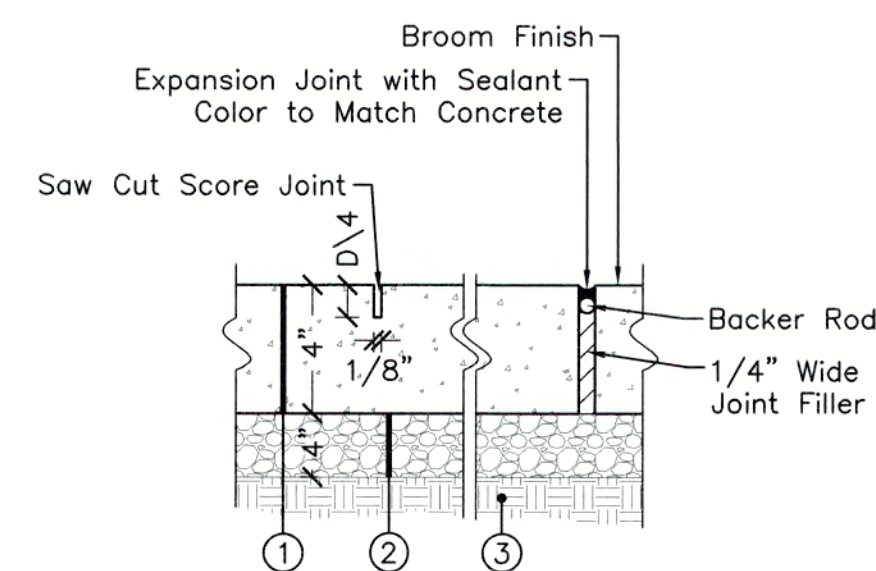
**Section A (Typical at each Monument)**  
No Scale



**Paver Edge at Lawn or Planting Bed**  
No Scale

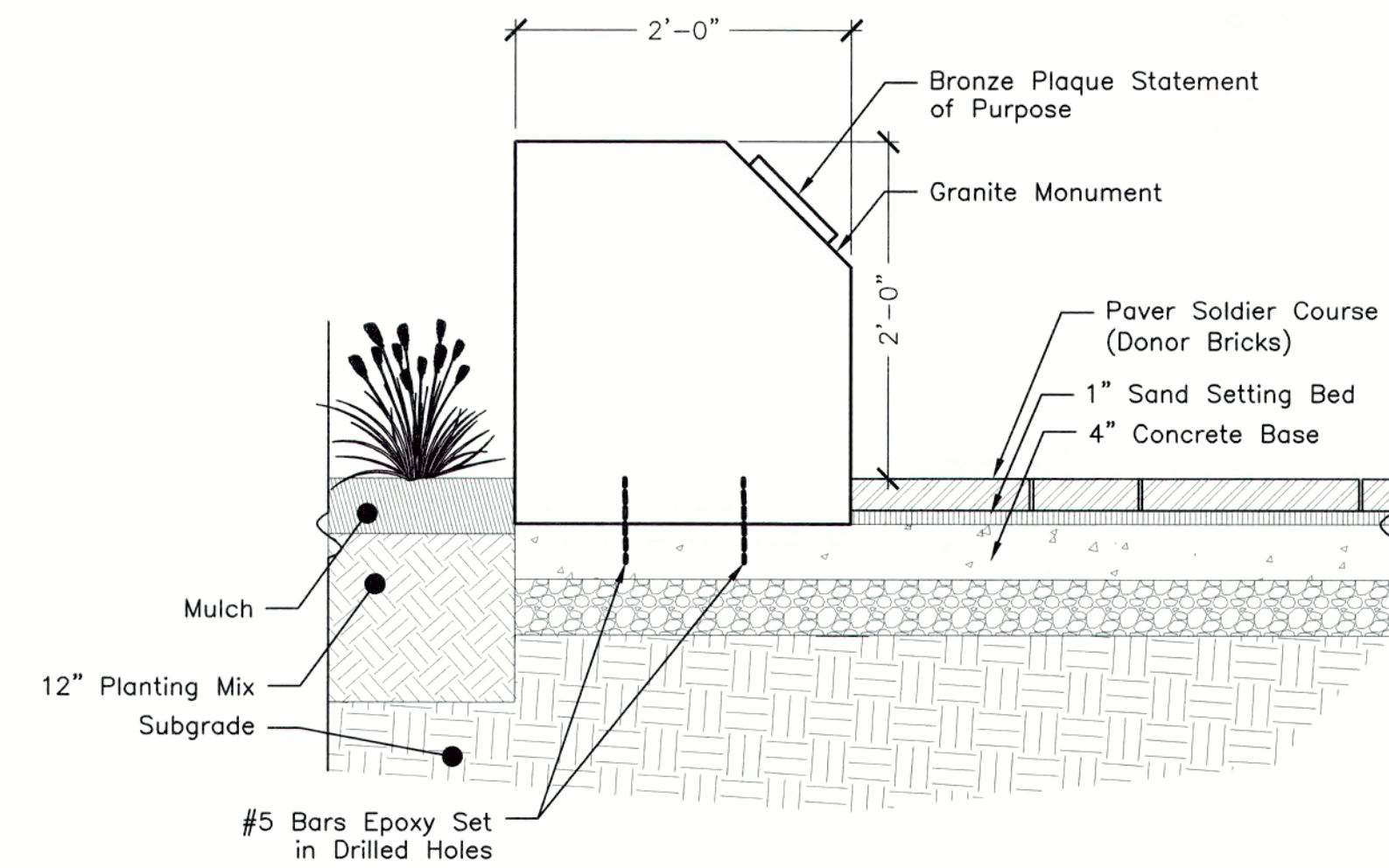


**Paver Walk at Concrete Walk**  
No Scale

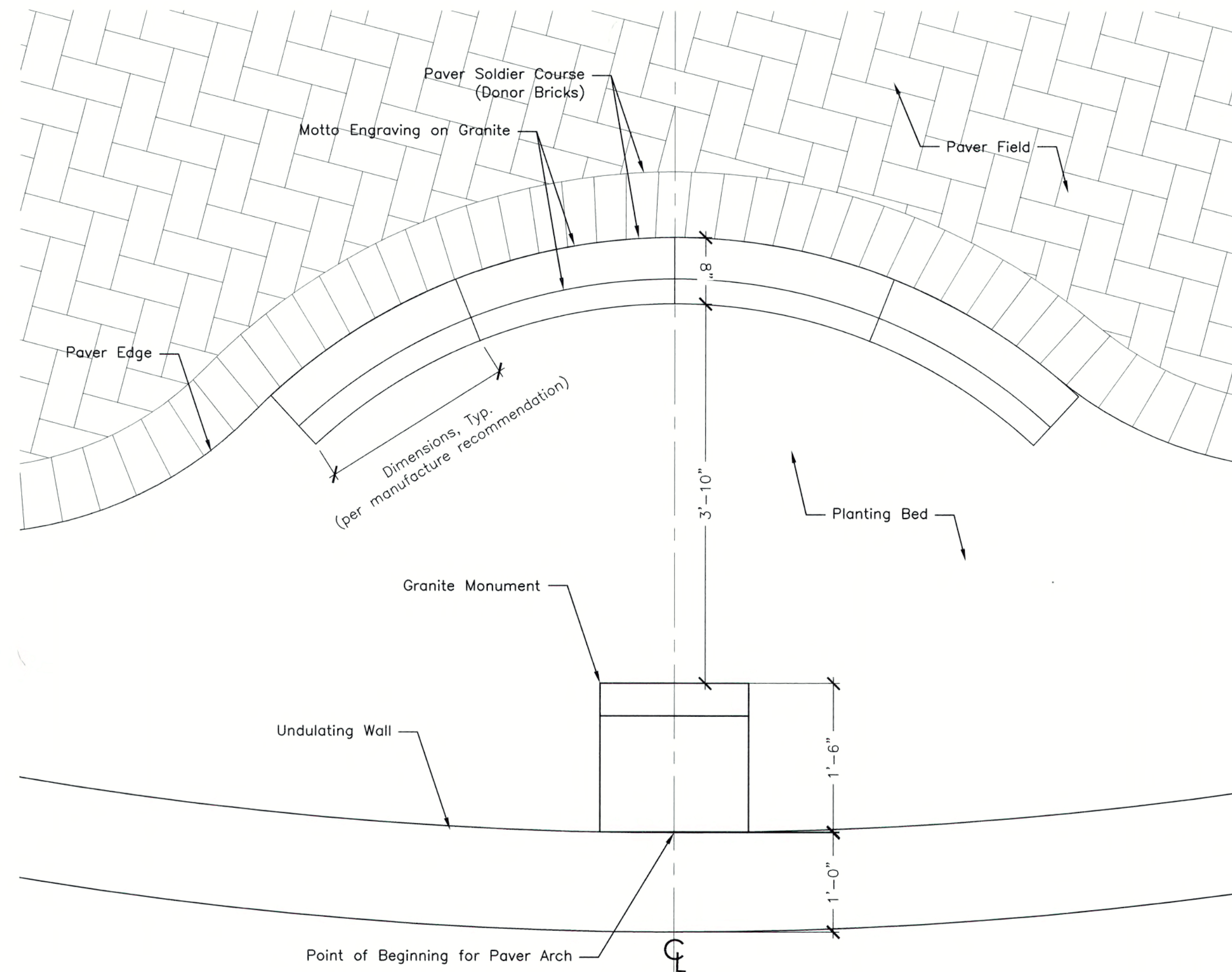


- ① Concrete Walk with Broom Finish
- ② Aggregate Base
- ③ Subgrade Compaction

### Concrete Walk Detail



**Section B**  
No Scale



**Typical Monument Plan Layout Detail**  
No Scale

[illegible]

**ROB WALLACE PARK**

TOWN OF MIDLAND, CABARRUS COUNTY, NORTH CAROLINA  
CONSTRUCTION DOCUMENTS

CONSTRUCTION DOCUMENTS  
FOR  
**ROB WALLACE PARK MEMORIAL**

## DETAILS



DATE \_\_\_\_\_

DECEMBER 8, 2020

SCALE

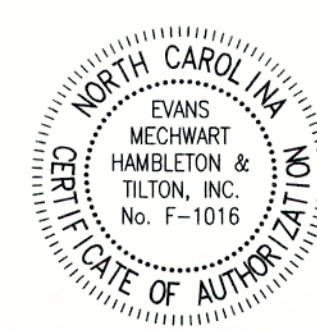
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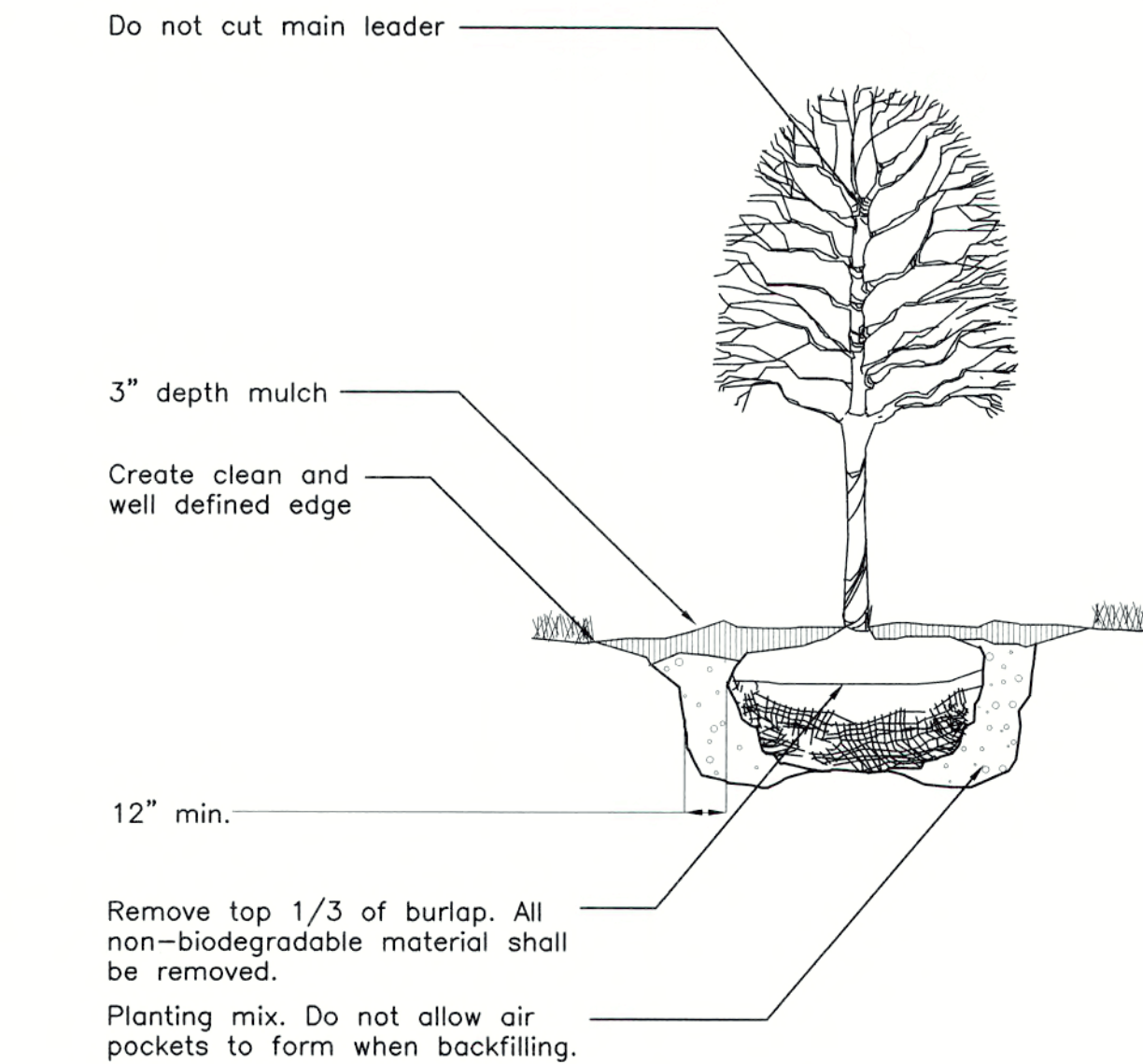
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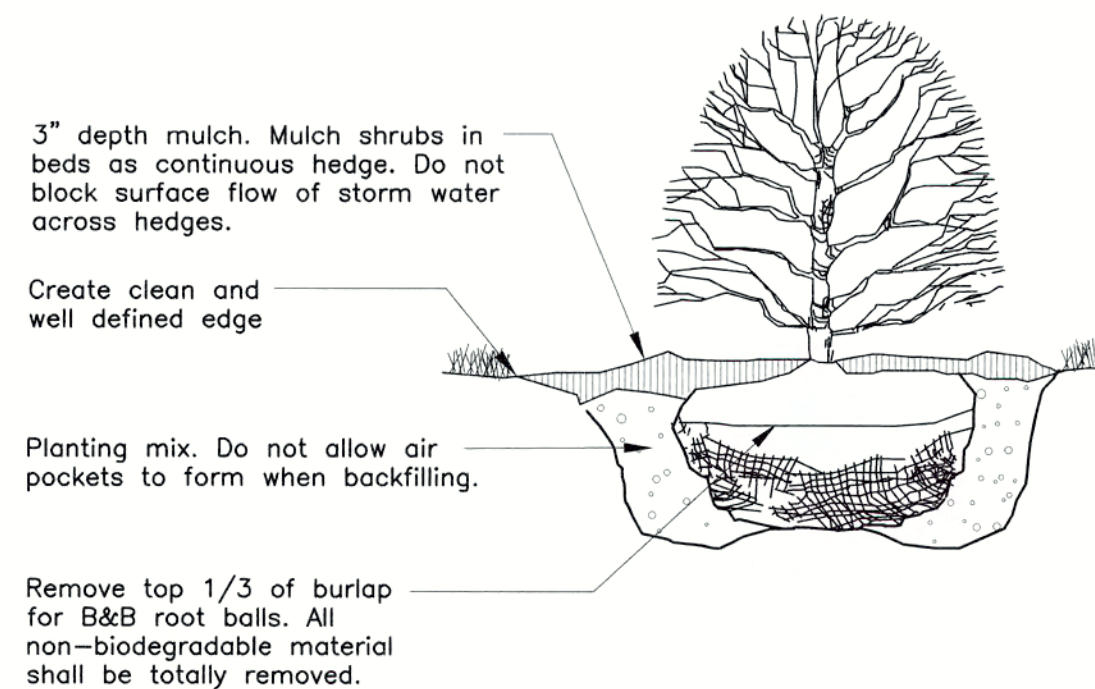
05



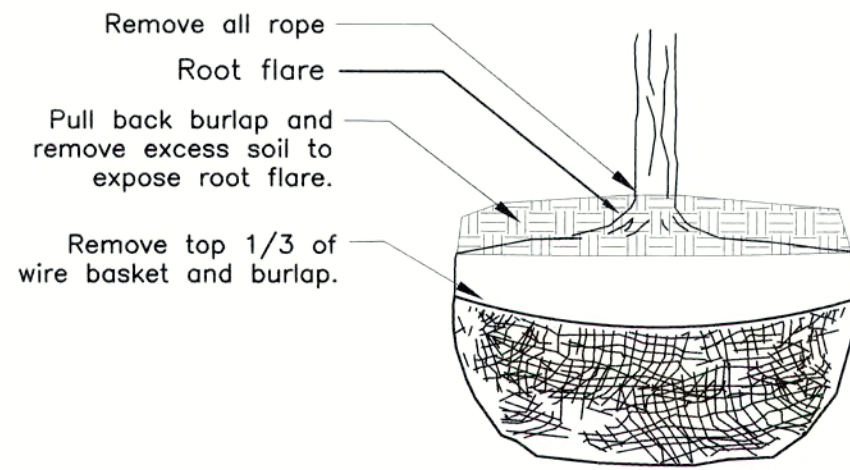




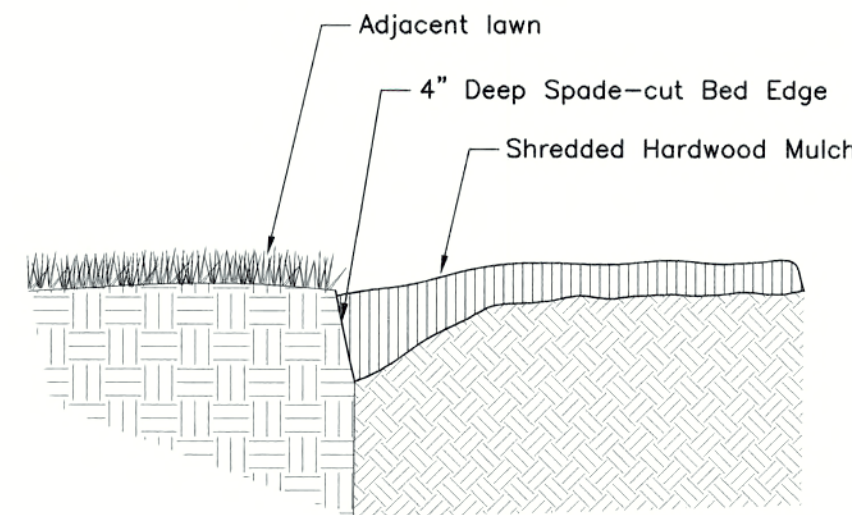
### Deciduous Tree Planting



### Shrub Planting

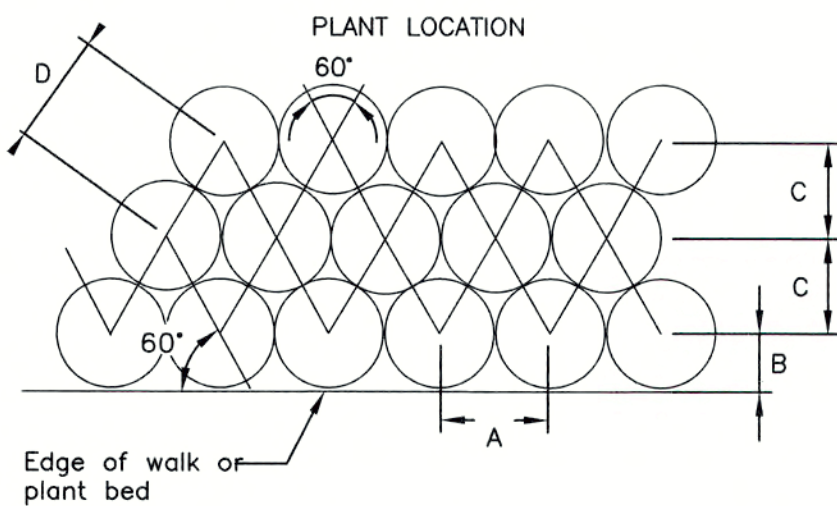


### Rootball Preparation

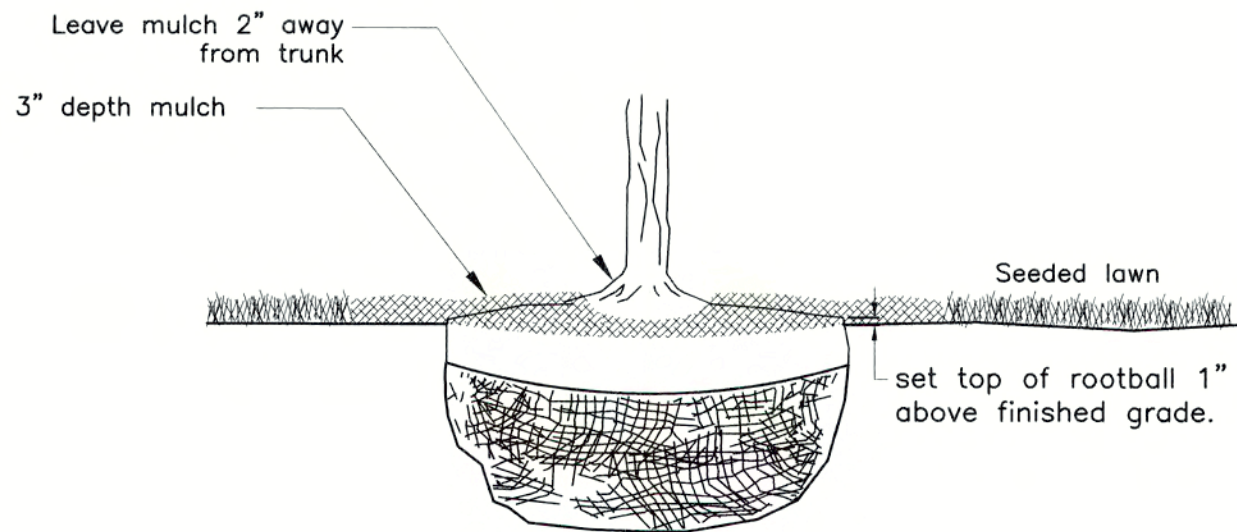


### Planting Bed Edge

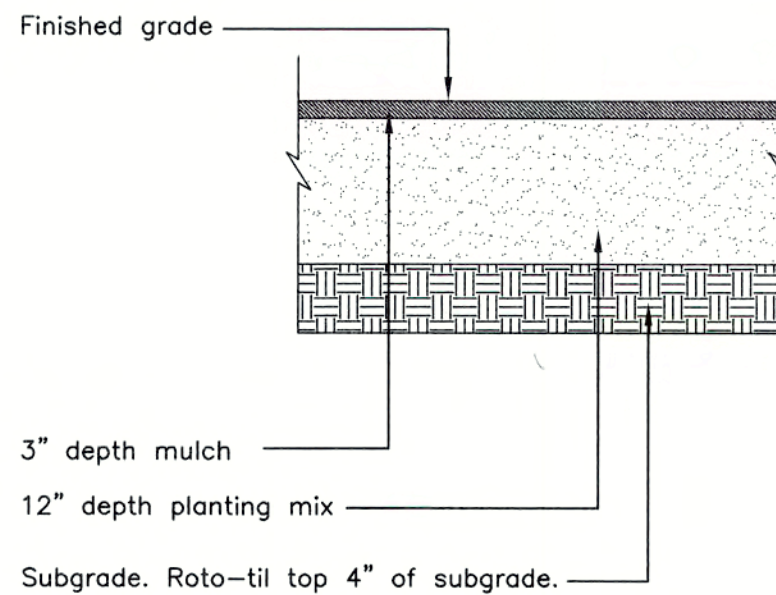
SPACING	A	B	C	D	
12"	12"	6"	10"	12"	A= Spacing
15"	15"	7.5"	12.5"	15"	B= Spacing/2
18"	18"	9"	15"	18"	C= Spacing/1.2
24"	24"	12"	20"	24"	D= Spacing
36"	36"	18"	30"	36"	
48"	48"	24"	40"	48"	



**Plant Spacing**  
No Scale



**Rootball Setting**  
No Scale



**Planting Area Establishment**  
No Scale

## LANDSCAPE NOTES

1. **ATTENTION LANDSCAPE CONTRACTOR:** Notify owner of any sign, power line, or other conflicts before planting new trees.
2. Adjust free planting locations to avoid underground utilities. Plant 1/5' from all underground utilities (sewer and storm drainage, gas, water, phone, and electrical lines).
- Site**
3. Prior to installation, the LANDSCAPE CONTRACTOR shall inspect the general site conditions and verify the subgrade, elevations, utility locations and topsoil provided by general contractor. The LANDSCAPE CONTRACTOR shall notify the GENERAL CONTRACTOR of any unsatisfactory conditions. If any conditions are noted, the contractor shall correct such conditions have been corrected and are acceptable to the landscape contractor.
4. The LANDSCAPE CONTRACTOR is responsible for having all underground utilities located and clearly pointed within 10 days of any ground disturbing activity. Owner will not pay for utility repairs due to failure to mark and observe utility locations.
- Plants**
5. The LANDSCAPE CONTRACTOR shall be responsible for the quantity of plants shown on plan. Any discrepancies between quantities on the plan and the plant schedule shall be adjustments to the attention of the Landscape Architect and any field observations or quantity adjustments must be noted on the plant schedule.
6. The LANDSCAPE CONTRACTOR shall remove the top 2/3 of wire baskets, top 1/3 of burlap and associated twine and strapping from tree root balls prior to final acceptance of plants.
7. Install all plants in accordance with planting details and specifications.
8. Substitutions shall be permitted only with notification and written approval from the owner. LANDSCAPE CONTRACTOR or GENERAL CONTRACTOR is responsible for obtaining approval from the owner. Substituted material shall be equivalent or greater in size than the specified plant. Substituted plants shall have the same essential characteristics and growth habit of the specified plant.
9. The LANDSCAPE CONTRACTOR shall provide all plants installed for one (1) full year from date of acceptance by the Owner. All plants shall be alive and at a vigorous rate of growth at the end of the guarantee period.
- Planting Beds**
10. All planting beds to be filled and backfilled with prepared planting mix to a minimum depth of 12 inches. Planting Mix shall be blended, manufactured soil consisting of three (3) parts topsoil, one (1) part compost, one (1) part sand. Topsoil shall be per ASTM D2954, 10% air range and 10% organic matter. Compost, free of stones and soil clumps 3/4 inch and larger. Source separated yard waste compost from compost facility meeting the requirements of North Carolina Administrative Code, Title 15A, provisions for solid waste. The lowest cost material shall be per Item ASTM C33. Place Planting Mix in settled 6 inch lifts.
11. Mix Mycorrhizal Fungi into planting mix during placement of Planting Mix. Application rate shall be according to manufacturer's written recommendations. Application rate shall be 1 percent organic matter, inoculant containing at least 5300 spores per lb (0.45 kg) of vesicular-arbuscular mycorrhizal fungi, and 95 million spores per lb (0.45 kg) of ectomycorrhizal fungi, 33 percent hydrogel, and a maximum of 5.5 percent inert material.
12. All finished planting beds shall be graded to provide positive drainage.
13. Raised beds, including mulch, shall be no higher than 6 inches above the adjacent grade.
14. Mulch minimum foot area around each tree and planting beds with shredded bark mulch of uniform, undyed, natural color. It shall be free of twigs, leaves, disease, pest or other material.
15. Mulch shall be applied in a continuous layer. Mulch thickness shall be 3" depth. Mulch hedges in a continuous layer.
16. Bed edge shall be smooth, consistent, hand trenched 6" deep and "V" shaped unless otherwise noted. All excavated material shall be removed from the bed edge and planting bed.
17. All finished bed, bed edges, and planting beds shall be straight lines as shown on plan. Plant locations and layout of beds shall be located by LANDSCAPE CONTRACTOR and approved by Owner prior to planting.
18. Planting beds shall be covered with pre-emergent herbicide applied at product specified rate unless otherwise noted.
- Lawn**
19. Seed or sod all areas within contract limits that are not covered by existing buildings, parking, or other structures. Seed or sod areas. Seeding or sodding shall not begin until area has received topsoil and finished grade.
20. Lawn areas to be backfilled with topsoil to a minimum settled thickness of 6 inches.
21. LANDSCAPE CONTRACTOR shall repair all lawn areas disturbed during construction with seed or sod and warrant a healthy, weed free lawn prior to project acceptance.
- Irrigation**
22. Irrigation system, if applicable, shall be complete and operational prior to landscape planting.
- General**
23. All trees, shrubs, groundcover, and lawns to be fertilized with a commercial grade fertilizer consisting of fast and slow release nitrogen.
24. Compost and application rate of fertilizer shall be sufficient to correct soil pH according to recommendations of a qualified soil testing agency. Submit test results and amendment recommendations to Owner. Fertilizer shall be in a dry granular form for lawns and shrubs or tablet form for plants.
25. Any item or area damaged during construction shall be repaired or replaced to its original condition at the contractor expense.

[illegible]

**ROB WALLACE PARK**

TOWN OF MIDLAND, CABARRUS COUNTY, NORTH CAROLINA  
CONSTRUCTION DOCUMENTS

**ROB WALLACE PARK MEMORIAL**

## PLANTING NOTES AND DETAILS



DATE \_\_\_\_\_

**DECEMBER 8, 2020**

SCALE

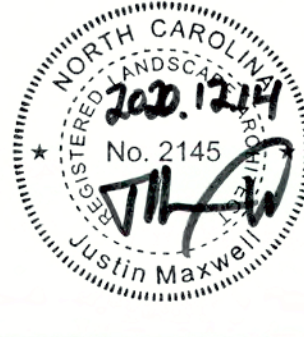
AS NOTED

**JOB NO**

2020-0062

SHEET

06





*Prepared By:*  
Parker Poe Adam & Bernstein LLP (LBP)  
401 S. Tryon Street, Suite 3000  
Charlotte, NC 28202  
(No Title Examination Performed)

*Return to:*  
Town of Midland  
4293 Hwy 24/27 – Suite B  
Midland, NC 28107  
Attn: Richard D. McMillan

STATE OF NORTH CAROLINA	)	PIN # 5544-74-1458
COUNTY OF CABARRUS	)	Grant of Temporary Construction Easement to TOWN OF MIDLAND

The undersigned Grantor, Cabarrus County (“Grantor”), in consideration of payment to Grantor of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and release unto the Town of Midland, its successors, assigns and licensees (“Grantee”), a temporary construction easement (“Easement”) to enter and install, dig, and build a Veterans Memorial (“Memorial”). The premises to be affected hereby being more particularly described as follows (“Grantor Property”): See Exhibit A.

The portion of the Grantor Property affected by the Easement is designated as “Temporary Construction Easement” on the map attached to this Grant of Temporary Construction Easement as Exhibit B, such portion being referred to herein as the “TCE Area”. Exhibit C is a detail of the Veterans Memorial for reference.

To have and to hold the Easement unto Grantee, its successors and assigns.

Grantee plans to install the Memorial within 6 months (180 days) after being approved for construction by the Town of Midland Town Council (*Approved 8/10/2021*). The Easement shall expire upon the completion of the Memorial as determined by Grantee. It is understood and agreed by and between the parties hereto that Grantee shall have the right of ingress, egress, and regress over and upon the Grantor Property to exercise the rights granted to Grantee under this Grant of Temporary Construction Easement, and no entry for such purposes shall be deemed a trespass. Grantee shall protect existing trees and restore any disturbed areas around the Memorial, storage-laydown area, and construction entrance.

Grantor shall have the right to use the above-described TCE Area for purposes not inconsistent with Grantee’s full enjoyment of the rights hereby granted.

This Grant of Temporary Construction Easement shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns. Grantee shall have the right to assign all or any portion of the rights granted to it pursuant to this Grant of Temporary Construction Easement without the prior written consent of Grantor.

[Signature Page and Notary Acknowledgment Follows]

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantor on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_(SEAL)  
Michael K. Downs  
Cabarrus County Manager

\*\*\*\*\*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_  
(place of acknowledgment)

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, State of \_\_\_\_\_, certify that Michael K. Downs (“Signatory”) personally came before me this day and acknowledged that he is Cabarrus County Manager, and that he, in such capacity and being authorized to do so, executed the foregoing on behalf of Cabarrus County.

I certify that Signatory personally appeared before me this day, and  
(check one of the following and mark through all blank lines or spaces in the certificate)  
\_\_\_\_\_(I have personal knowledge of the identity of Signatory); **or**  
\_\_\_\_\_(I have seen satisfactory evidence of Signatory’s identity, by a current state or federal identification with Signatory’s photograph in the form of:  
(check one of the following and mark through all blank lines)  
\_\_\_\_ a driver's license *or*  
\_\_\_\_ in the form of \_\_\_\_\_); **or**  
\_\_\_\_(a credible witness has sworn to the identity of Signatory).

Signatory acknowledged to me that he voluntarily signed the foregoing instrument for the purpose stated and in the capacity indicated.

Witness my hand and official stamp or seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
[Note: Notary Public must sign exactly as on notary seal]  
My Commission Expires: \_\_\_\_\_

☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)



EXHIBIT A

Grantor's Property

Lying and being in Number Ten (10) Township, Cabarrus County, North Carolina on the Southwest side of Bethel School Road (SR 1124) adjoining the property of Wesley Joyner, Kathryn Pigg, County of Cabarrus and Michelle M. Stone and being more particularly described as follows:

**BEGINNING** at a #5 rebar on the southwest side of Bethel School Road (SR 1124), common corner of Wesley Joyner (Deed Book 6591, Page 271), said point being North 68-14-56 West 169.26 feet from a #4 rebar, the Northeast corner of Wesley Joyner (Deed Book 6591, Page 271) and runs thence from said point of Beginning with the line of Joyner South 03-41-42 West 290.75 feet to a rebar, thence continuing with the line of Joyner South 03-41-42 West 290.75 feet to a rebar corner of Kathryn Pigg (Deed Book 10306, Page 110), thence with the line of Pigg the following ten (10) courses as follows: (1) South 52-13-37 West 130.77 feet to a rebar, thence (2) South 42-28-37 West 289.00 feet to a rebar, thence (3) South 06-26-48 West 122.93 feet to a rebar, thence (4) South 10-59-48 West 28.24 feet to a rebar, thence (5) South 25-12-35 West 31.36 feet to a rebar, thence (6) South 64-54-25 West 191.08 feet to a rebar, thence (7) South 18-53-26 West 71.51 feet to a rebar, thence (8) South 02-11-09 East 175.08 feet to a rebar, thence (9) South 28-11-40 West 104.62 feet to a rebar, thence (10) South 20-36-03 West 112.58 feet to a rebar, thence a line North 35-27-50 West 694.00 feet to rebar in the line of the County of Cabarrus, North Carolina (Deed Book 8528, Page 313), thence with the line of the County of Cabarrus North 20-47-10 East 24.64 feet to a one-inch pipe, thence continuing with the line of the County of Cabarrus North 20-48-41 East 451.52 feet to a #5 rebar, corner of Michelle M. Stone (Deed Book 1783, Page 58), thence with the line of Stone North 20-46-01 East 593.85 feet to an EX GEAR, thence continuing with the line of Bethel School Road North 81-24-33 East 61.70 feet to a point, thence continuing with Bethel School Road South 78-28-37 East (passing a sanitary sewer manhole at 151.91 feet) for a total distance of 817.70 feet to a point, thence continuing with Bethel School Road South 67-40-25 East 50.03 feet to a point, thence South 77-57-47 West 52.67 feet to the point of **BEGINNING**, containing 23.507 acres, more or less, as surveyed and plotted by James B. Craddock, P.L.S., dated April 16, 2014.

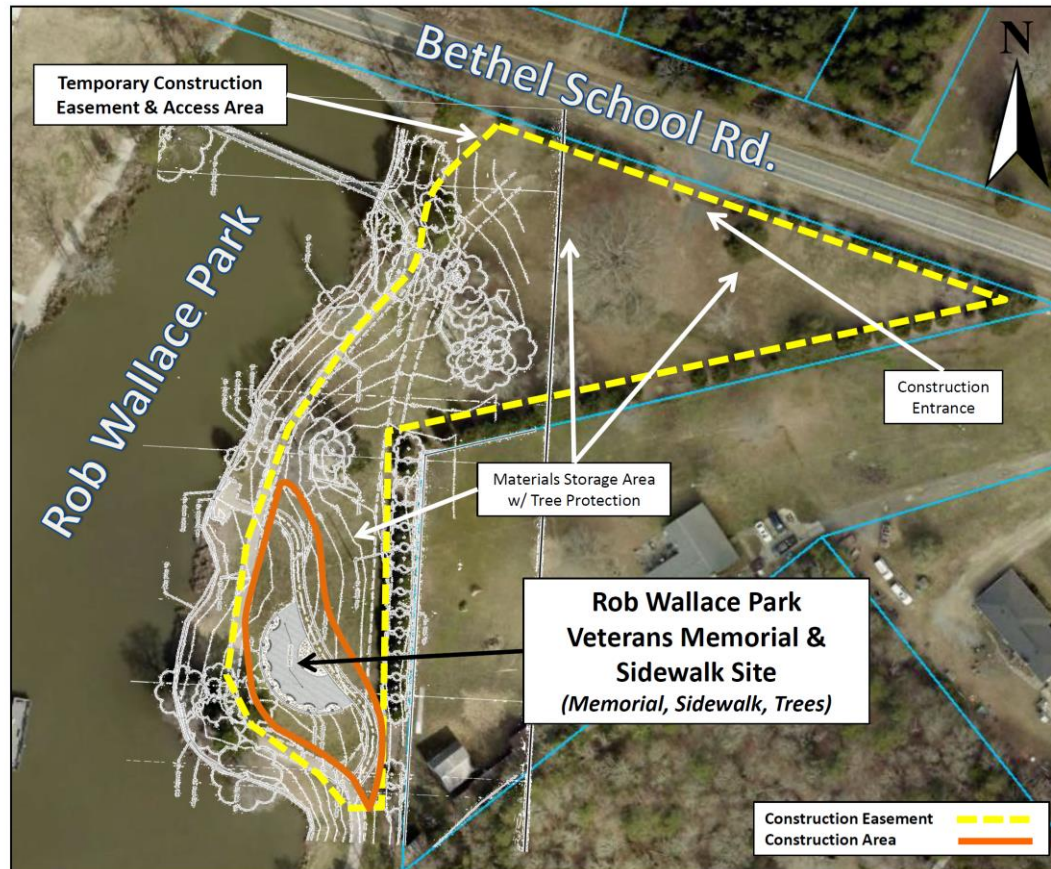
Back Title Reference: Book 12003, Page 245

Cabarrus County Tax Parcel Number 5544-74-1458

## **EXHIBIT B**

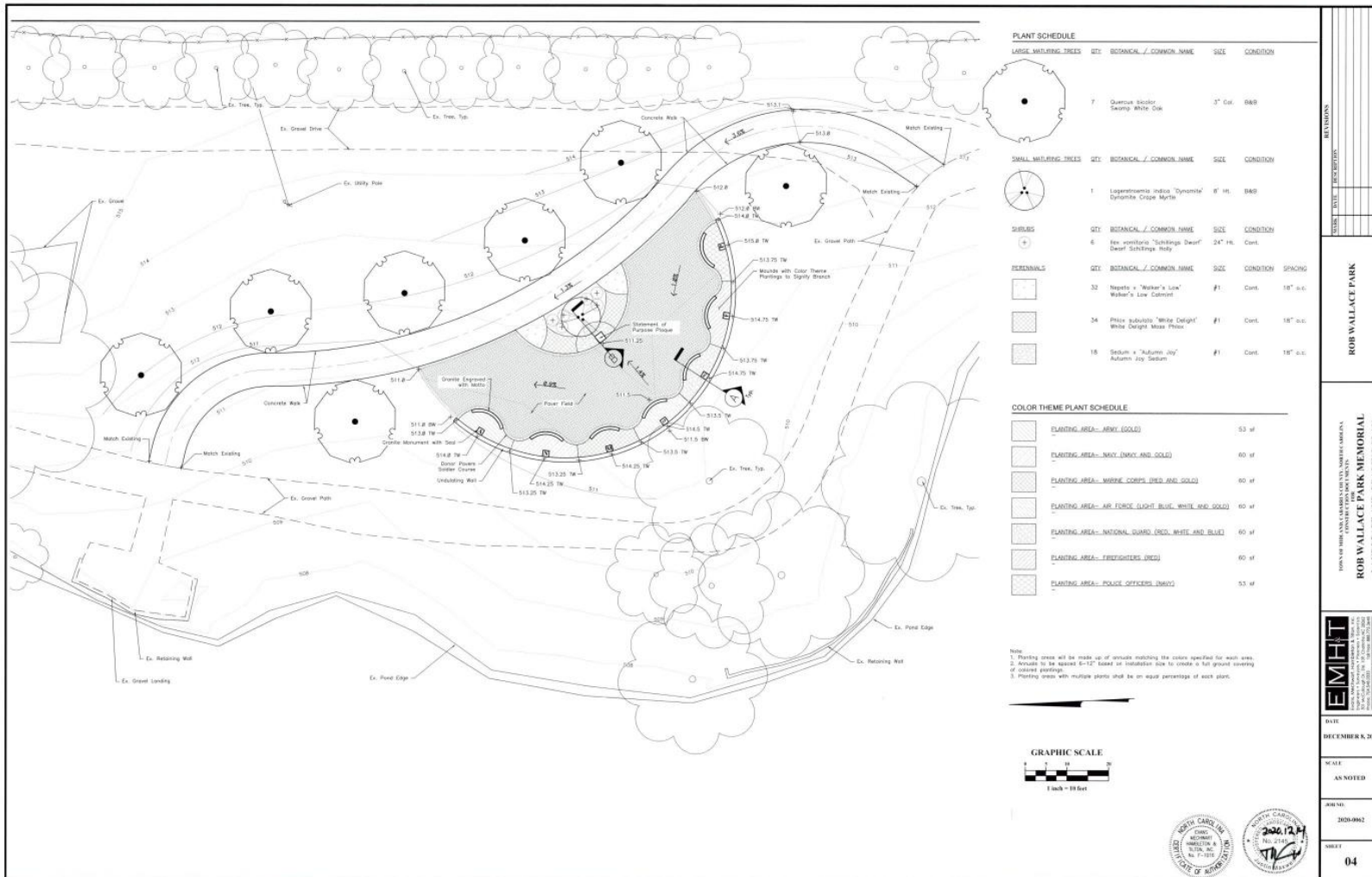
THIS EXHIBIT IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

### **Rob Wallace Park Veterans Memorial**



# EXHIBIT C

## Rob Wallace Park Veterans Memorial





# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

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

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Planning and Development - Budget Amendment for Duke Rebate Program Funds

### **BRIEF SUMMARY:**

Cabarrus County Weatherization program participates in the Duke Energy Rebate program that works with Weatherization programs in the region to expand Weatherization services. The proposed budget amendment is placing recently received revenues into expense line items to allow staff to expend those funds. Allocating the funds back to the Weatherization program is a requirement of the program.

### **REQUESTED ACTION:**

Motion to adopt the budget amendment.

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

1 Minute

### **SUBMITTED BY:**

### **BUDGET AMENDMENT REQUIRED:**

Yes

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

---

### **ATTACHMENTS:**

▢ Budget Amendment



## Budget Revision/Amendment Request

Date: **11/15/2021**

Amount: **3,728.49**

Dept. Head: **Kelly Sifford**

Department: **Community Development**

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose: Allocate rebate funds received for Gwinnlynnn Cherry's completed weatherization project.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	2	46063250-6841-DE	Duke Power Rebate		3,728.49		3,728.49
001	2	46093250-9315-DE	Health & Safety - Duke DOE	25,488.71	3,728.49		29,217.20
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00

**Total** 0.00

### Budget Officer

- ☐ Approved  
☐ Denied

### County Manager

- ☐ Approved  
☐ Denied

### Board of Commissioners

- ☐ Approved  
☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

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

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

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

### **BRIEF SUMMARY:**

The Soil and Water Conservation District Board intends to apply for state and federal Farmland Preservation Grants to purchase development rights for permanent agricultural conservation easements on one farm. Farmland Preservation supports goals of both the County Commissioners, and the Soil and Water Conservation District Board by improving the quality of life for county citizens. Permanently protecting farmland ensure the land base necessary for the county's agricultural economy, while simultaneously keeping the tax burden low by maximizing the amount of land acreage where the cost of county services is lowest. The Soil and Water Conservation District Board has previously applied for and received grant funding to preserve a total of 360 acres of farmland. Any contracts or cooperative agreements associated with successful grant applications will be submitted to the county for approval.

### **REQUESTED ACTION:**

Motion to authorize the Soil and Water Conservation District Board to submit one or more applications to the North Carolina Agricultural Development and Farmland Preservation Program Trust Fund, the United States Department of Agriculture, and the Natural Resources Conservation Service's Agricultural Conservation Easement Program for funds to preserve land on one farm with a conservation easement. This motion includes allowing the county manager to execute the contract and any necessary budget amendments.

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

5 Minutes



**SUBMITTED BY:**

Daniel McClellan, Senior Resource Conservation Specialist

**BUDGET AMENDMENT REQUIRED:**

No

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

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

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

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Sheriff's Office - Transfer of Surplus Vehicle

### **BRIEF SUMMARY:**

According to their website:

*Concord High School is the first school in North Carolina to offer a Public Safety Academy. The Academy will develop and guide interested students toward a career in public safety through academics, personal development and in-depth education which will prepare the students to be college and career ready.*

*Any rising 9th is eligible to join the Public Safety Academy. Students who are admitted to the career academy will begin taking an entry level career/academic cohort class to show the applications of academics in real-world situations. After investigating their career interests and completing an entry level career academy course, students agree to commit to the career academy for the remainder of their academic career.*

*SkillsUSA is the student organization for law, public safety, corrections and security for the Public Safety Academy, along with other program areas. They provide opportunities for hands-on learning, and for applying career, leadership and personal skills in real-world environments. Participants build their skills by developing projects, attending events, and competing regionally and nationally.*

As part of this training, the Academy utilizes a "mock" patrol unit as part of the instruction. The vehicle they currently utilize is nearing a state of disrepair. A request for assistance in updating their vehicle has been received and a vehicle has been identified by Cabarrus



County Fleet Maintenance as their replacement.

2015 Ford Police Interceptor, Asset # 8371, VIN: 1FAHP2MK5FG135695, Mileage - 132,635

**REQUESTED ACTION:**

Motion to declare Cabarrus County Asset #8371 surplus property and authorize transfer of this asset to the Cabarrus County Schools.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Chief Deputy James N. Bailey

**BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▣ Needs Request - CCS
- ▣ Internal Transfer Document



September 15, 2021

Captain Kevin Pfister  
Cabarrus County Sheriff's Office  
Professional Standards Division

Dear Mr. Pfister,

The Public Safety Academy at Concord High School operates largely on donations from community fire departments, emergency medical services, and law enforcements agencies. The equipment in the Firefighter Technician, EMT, and Law Enforcement programs could not operate without this support. I'm sure you know the expense required to maintain quality equipment, when teaching future firefighters, EMTs and law enforcement officials.

Our academy at Concord High School needs an updated patrol vehicle. The vehicle that we currently use is outdated, has a hole in the floorboard, needs new tires and several other repairs that will cost more than its value. As the county disposes of equipment, specifically a patrol vehicle, we would appreciate any donations that could be made to our Public Safety Academy.

The county has already been very supportive of our academy and public safety programs. We look forward to that continued partnership. If you have questions about our programs or need to speak with me about the old patrol vehicle, I can be reached at the numbers below.

Respectfully,

Russell "Rusty" Parker  
Career & Technical Education Director  
4401 Old Airport Road  
Concord, NC 28025  
704-260-563 Office  
704-603-7463 Mobile



## James Bailey

---

**From:** Kevin Pfister  
**Sent:** Thursday, September 16, 2021 9:03 AM  
**To:** James Bailey  
**Subject:** Public Safety Vehicle

Here is the information for the vehicle:

**2015 Ford Taurus Police Interceptor**

**Asset # - 8371**

**VIN - 1FAHP2MK5FG135695**

**Mileage – 132,635**

Thanks,



**Captain Kevin Pfister**  
**CABARRUS COUNTY SHERIFF'S OFFICE**  
**Professional Standards Division**  
**DIRECT #: 704.920.3007**  
**FAX #: 704.920.3172**  
**E-MAIL: [kgpfister@cabarruscounty.us](mailto:kgpfister@cabarruscounty.us)**



## Asset Transfer, Surplus, Demolition

### Cabarrus County Asset Transfer / Surplus / Demolition

Action\* Pending

FROM

Name\* James Bailey  
Department\* COUNTY SHERIFF  
Asset Number 8371  
Serial Number 1FAHP2MK5FG135695  
Description\* 2015 Ford Police Interceptor

TO

Name\* Cabarrus County Schools  
Location  
Reason\* For use by the school system for their Public Safety Academy at Concord High School.

Is this a Vehicle\* ☒ Yes ☐ No

Vehicle ID Number 1FAHP2MK5FG135695  
Mileage 132635  
Tag Number 76933V  
Effective Date 10/18/2021  
vehicle and title taken to place of sale

Department Head

\* ☒ This form is correct and complete to the best of my knowledge

Submitter\*

Date\* 9/17/2021



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**November 1, 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 November 15, 2021 regular meeting is attached.

### **REQUESTED ACTION:**

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

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

1 Minute

### **SUBMITTED BY:**

Lauren Linker, Clerk to the Board

### **BUDGET AMENDMENT REQUIRED:**

No

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

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### **ATTACHMENTS:**

- ▣ Proposed November 15, 2021 Regular Meeting Agenda

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**November 15, 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

#### 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 - Juvenile Crime Prevention Council
2. Appointments and Removals - Mental Health Advisory Board
3. Appointments and Removals - Region F Aging Advisory Committee
4. County Manager - Cabarrus Thread Trail Participation
5. County Manager - Interlocal Wastewater Capacity Allocation Agreement
6. DHS - Appropriation of Supplemental LINKS Funding



7. DHS - Low Income Energy Assistance Program Funds
8. DHS - SHIIP Grant Budget Amendment
9. Planning and Development - Budget Amendment for Duke Rebate Program Funds
10. Planning and Development - Soil and Water Conservation District Board - Applications for Farmland Preservation Grants
11. Sheriff's Office - Award of Service Weapon to Lt Luann Andrews Upon Her Retirement
12. Sheriff's Office - Request to Award Service Weapon to Deputy Norris "Narty" James, II Upon His Retirement
13. Sheriff's Office - Transfer of Surplus Vehicle
14. Tax Administration - Refund and Release Reports - October 2021

**G. NEW BUSINESS**

**H. REPORTS**

1. Active Living and Parks - Annual Report 2021
2. BOC - Receive Updates From Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
3. BOC - Request for Applications for County Boards/Committees
4. Budget - Monthly Budget Amendment Report
5. Budget - Monthly Financial Update
6. County Manager - Monthly Building Activity Reports
7. County Manager - Monthly New Development Report
8. EDC - October 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**

December 6	Work Session	4:00 p.m.	Multipurpose Room
December 20	Regular Meeting	6:30 p.m.	BOC Meeting Room

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

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

**Cabarrus County Television Broadcast Schedule**

## **Cabarrus County Board of Commissioners' Meetings**

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

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

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



## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

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

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**AGENDA CATEGORY:**

Closed Session

**SUBJECT:**

Closed Session - Pending Litigation and Economic Development

**BRIEF SUMMARY:**

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

**REQUESTED ACTION:**

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

**EXPECTED LENGTH OF PRESENTATION:**

30 Minutes

**SUBMITTED BY:**

Mike Downs, County Manager

**BUDGET AMENDMENT REQUIRED:**

No

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

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