

BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

- 1. CALL TO ORDER CHAIRMAN
- 2. APPROVAL OF WORK SESSION AGENDA CHAIRMAN
- 2.1. BOC Changes to the Agenda Pg. 3
- 3. DISCUSSION ITEMS NO ACTION
- 3.1. County Manager Arena & Events Center Provider Discussion Pg. 5
- 3.2. Finance Occupancy Tax Voluntary Disclosure Agreement Pg. 6
- 3.3. Infrastructure and Asset Management Cabarrus County Courthouse Expansion and Renovation Project Update Pg. 7

4. DISCUSSION ITEMS FOR ACTION

- 4.1. BOC Appointments to Boards and Committees Pg. 16
- 4.2. BOC Voting Delegate Designation for NCACC 116th Annual Conference and NCACC Legislative Goals Conference Pg. 18
- 4.3. Budget Vehicle Purchases Pg. 20
- 4.4. County Manager Revised Agreement with the Water and Sewer Authority of Cabarrus County Pg. 23
- 4.5. Department of Human Services Family Caregiver Support Program Grant Budget Revision Pg. 50
- 4.6. Department of Human Services FY24 Home and Community Care Block Grant (HCCBG) Funding Plan Revision Pg. 64
- 4.7. Department of Human Services -Transportation Rural State Operating Grant Pg. 68
- 4.8. Fire Services- Mt. Pleasant Fire Department Staffing Grant Interlocal Agreement Pg. 72
- 4.9. Infrastructure and Asset Management -Frank Liske Park Office, Concessions, and Mini-Golf Renovations Bid Award Pg. 78
- 4.10. Infrastructure and Asset Management Library & Active Living Center at Mt. Pleasant and Virginia Foil Park Guaranteed Maximum Price Pg. 83
- 4.11. Planning Department Budget Amendment to Revise HOME Grant 2020 and Close HOME Grant 2015 and Home Grant 2016 Pg. 116

- 4.12. Sheriff's Office Acceptance of Bike Safe Grant Pg. 122
- 4.13. Sheriff's Office FY24 Radio Tower Revenues and Reappropriation of FY23 Radio Funds to FY24 Pg. 136

5. COMMISSIONER AGENDA REQUESTS

- 5.1. BOC Electronic Pet Fence Pg. 139
- 5.2. BOC Midland Library Discussion Pg. 142

6. APPROVAL OF REGULAR MEETING AGENDA

6.1. BOC - Approval of Regular Meeting Agenda Pg. 144

7. CLOSED SESSION

7.1. Closed Session - Pending Litigation, Economic Development and Acquisition of Real Property. Pg. 148

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.



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Approval of Work Session Agenda - Chairman

SUBJECT:

BOC - Changes to the Agenda

BRIEF SUMMARY:

A list of changes to the agenda is attached.

REQUESTED ACTION:

Motion to approve the agenda as amended.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

Changes to the Agenda



CABARRUS COUNTY BOARD OF COMMISSIONERS CHANGES TO THE AGENDA August 7, 2023

ADDITION:

Closed Session

7.1 Closed Session - Pending Litigation, Economic Development and Acquisition of Real Property

REMOVED:

Discussion Items for Action

4.5 County Manager - Site Selection for Regional Behavioral Health Center

UPDATED:

Discussion Items for Action

- 4.10 Infrastructure and Asset Management Library & Active Living Center at Mt. Pleasant and Virginia Foil Park Guaranteed Maximum Price
 - GMP Amendment 001
- 4.13 Sheriff's Office FY24 Radio Tower Revenues and Reappropriation of FY23 Radio Funds to FY24 Updated Budget Amendment



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

County Manager - Arena & Events Center Provider Discussion

BRIEF SUMMARY:

A Request for Proposals (RFP) was issued on February 6, 2023 to obtain responses from parties interested in providing overall management of the Cabarrus Arena and Event Center. Two providers - ASM Global and The Sports Facilities Companies - submitted proposals by the April 28, 2023. Each company presented key highlights from their proposals to the board on July 10, 2023. Staff is seeking board direction on how to proceed with the provider selection process.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Rodney Harris, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

Nο



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Finance - Occupancy Tax Voluntary Disclosure Agreement

BRIEF SUMMARY:

The law firm, Baker McKenzie, approached the Cabarrus County Finance Department and Legal Department about executing a Voluntary Disclosure Agreement between their client and the County related to pre-paid credit cards sent by the client to lodging operators for the payment of occupancy taxes. Upon review, some amounts were not remitted to the County. In exchange for a payment of \$19,681.22, the firm is seeking a disclosure agreement to be negotiated and signed by the firm and the County's General Counsel.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Evan Lee, General Counsel Jim Howden, Finance Director

BUDGET AMENDMENT REQUIRED:

No



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Cabarrus County Courthouse Expansion and Renovation Project Update

BRIEF SUMMARY:

County Staff to provide update on the project.

REQUESTED ACTION:

No action required.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Assistant. County Manager Michael Miller, Director of Design and Construction

BUDGET AMENDMENT REQUIRED:

No

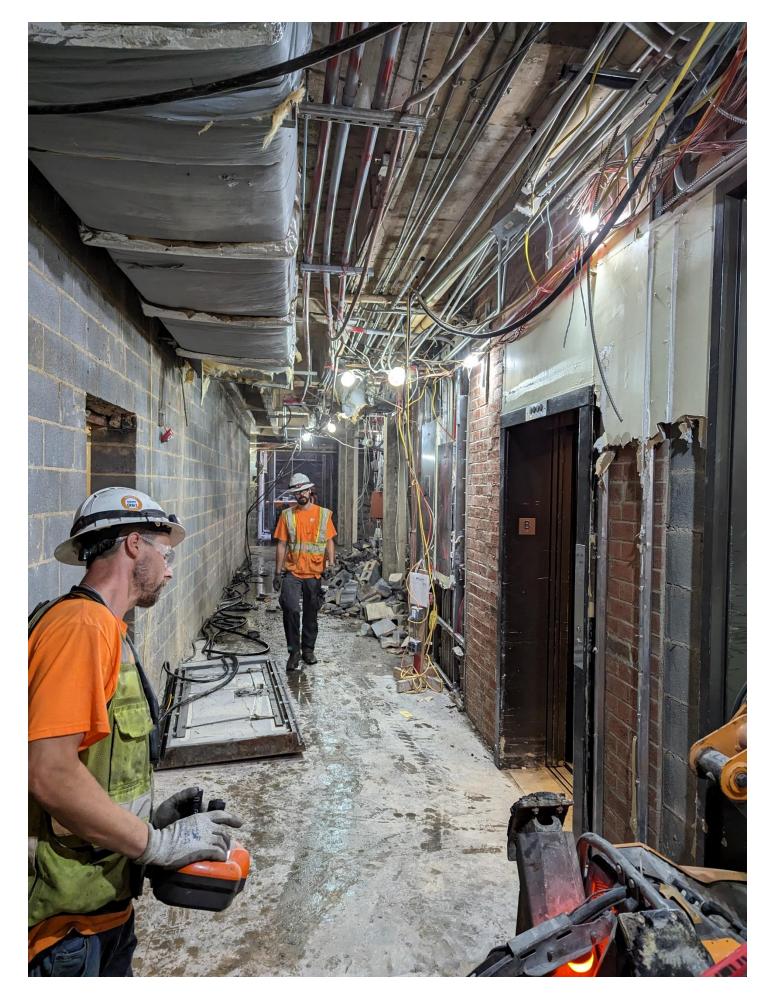
COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

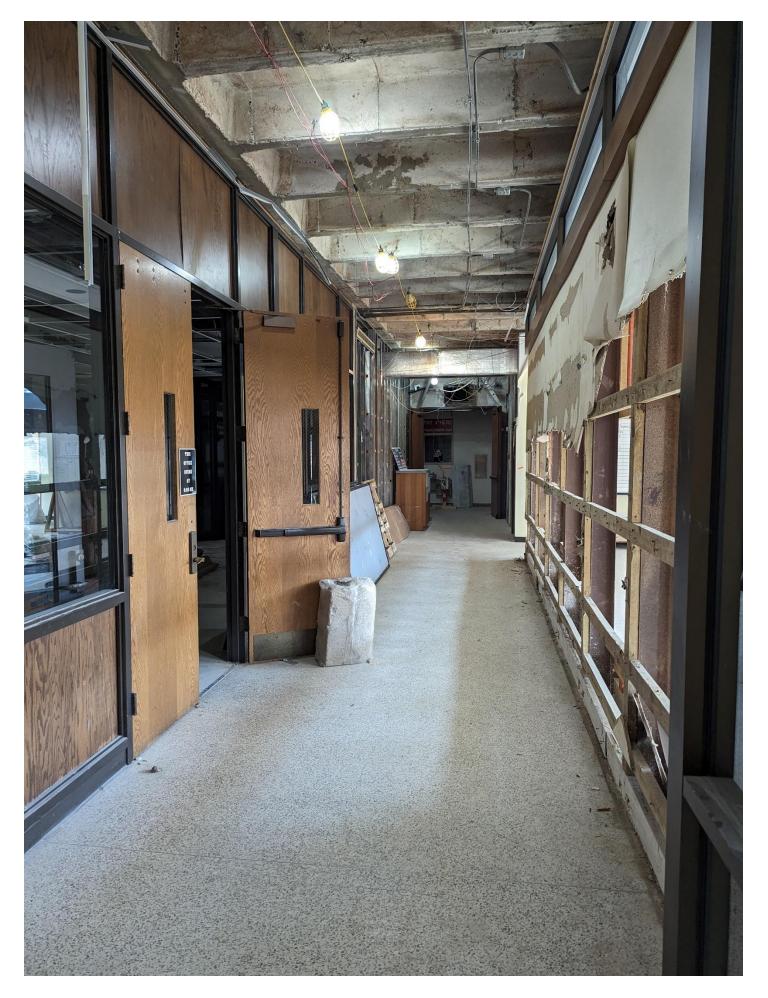
ATTACHMENTS:

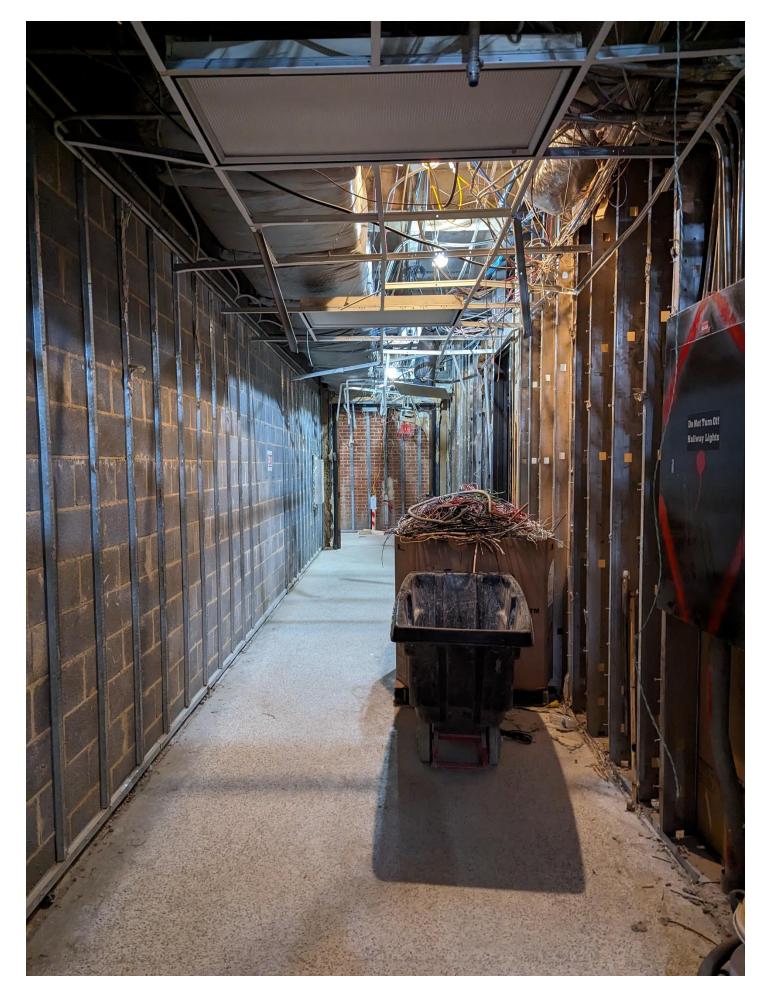
Update Pictures

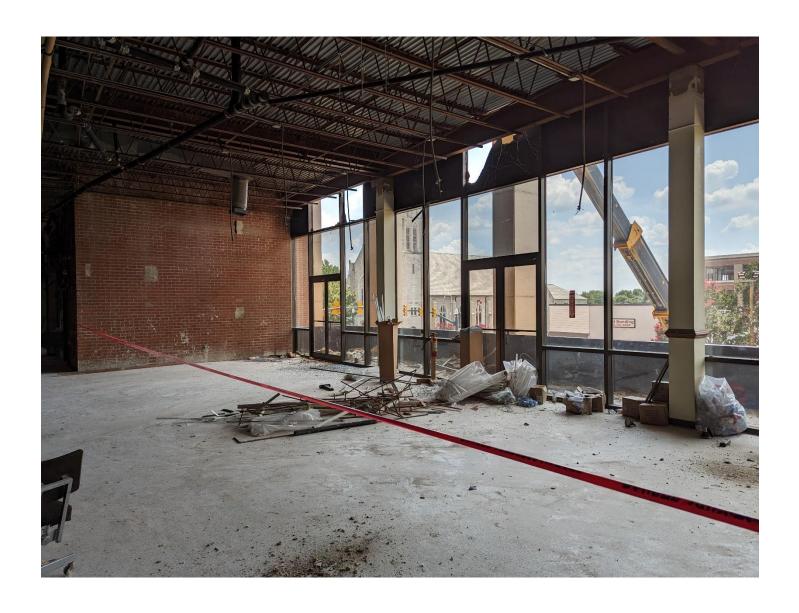
1975 Courthouse Demo (7.28.23)

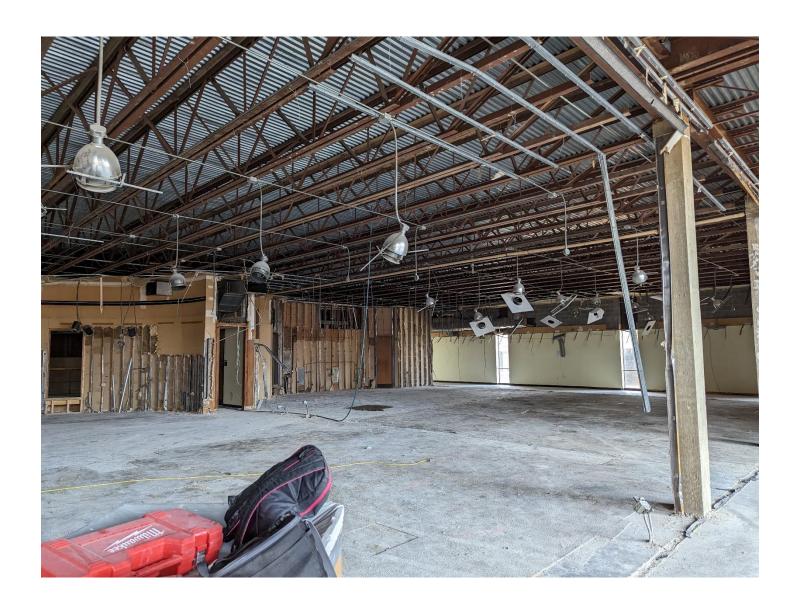


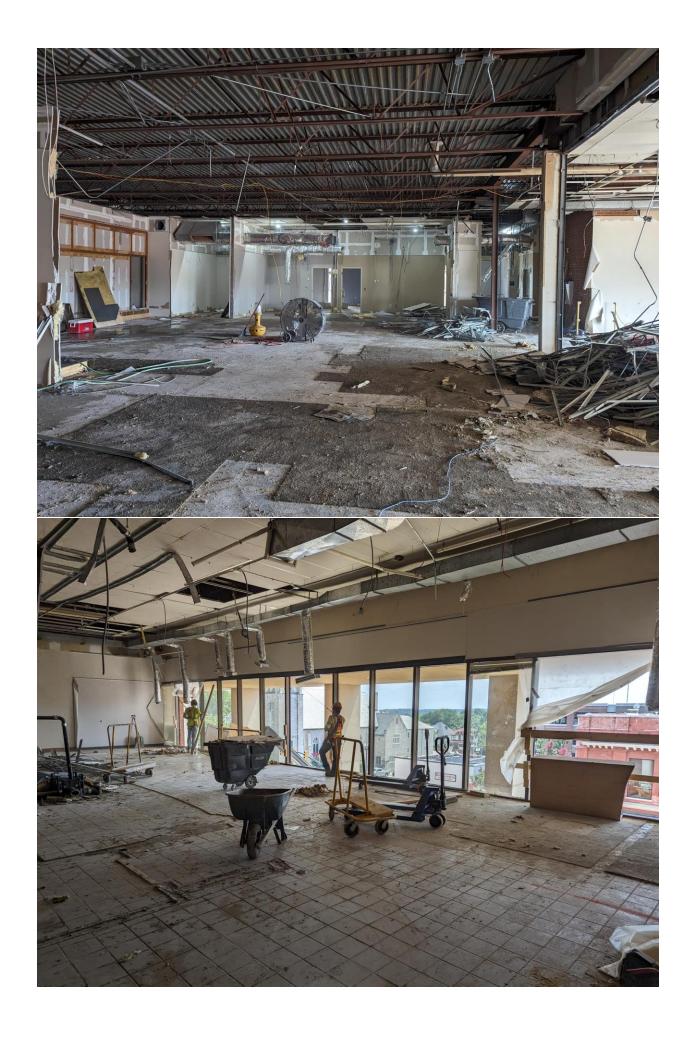


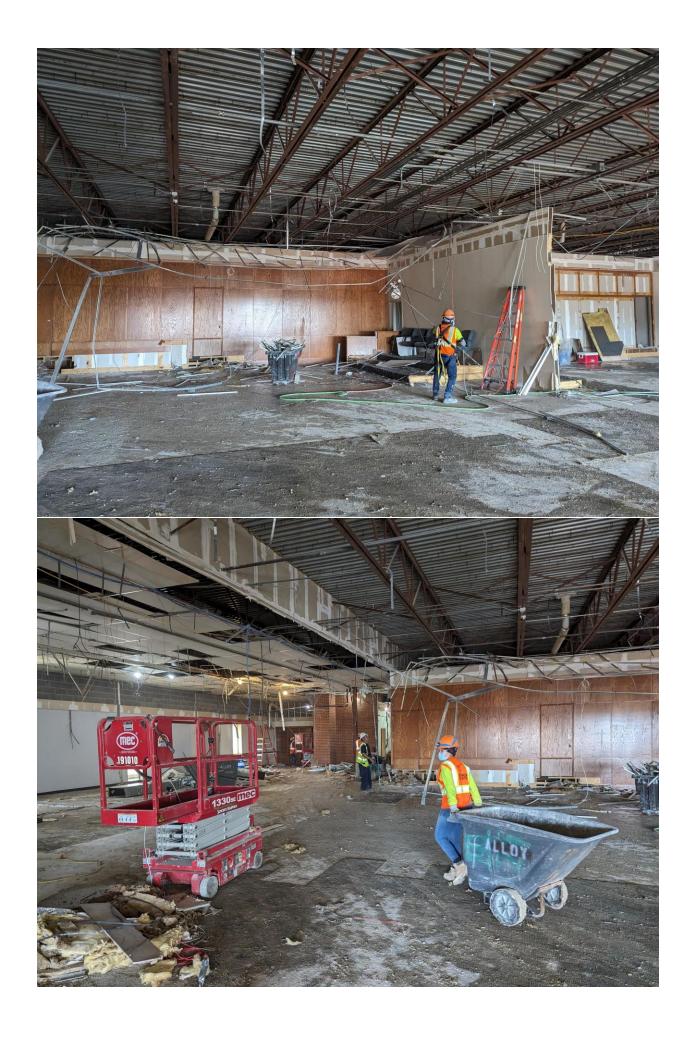














BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Appointments to Boards and Committees

BRIEF SUMMARY:

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

Mental Health Advisory Board

David Wall, an At-Large member, has resigned his position on the Mental Health Advisory Board.

It is requested that Gayle Alston fill the unexpired term ending on December 31, 2023. Ms. Alston resides outside of Cabarrus County. She also holds a position on the Juvenile Crime Prevention Council. Exceptions to the residency and multiple board policies will be needed.

Planning and Zoning Commission:

There are three Planning and Zoning Commission members with terms ending on August 31, 2023. All three members are interested in remaining on the Planning and Zoning Commission and would like to be considered for reappointment.

Staff respectfully requests the following reappointments be considered by the Board of Commissioners:

Reappoint Chris Pinto to a three-year term ending August 31, 2026. Mr. Pinto is the Eastern area representative. Mr. Pinto has served on the Commission since 2012. An exception to the length of service provision of the Appointment Policy will be needed for him.

Reappoint Brent Rockett to a three-year term ending August 31, 2026. Mr. Rockett is the Kannapolis area representative. Mr. Rockett has served on the Commission since 2017. An exception to the length of service provision of the Appointment Policy will be needed for him.

Reappoint Ingrid Nurse to a three-year term ending August 31, 2025. Ms. Nurse is an At-Large alternate representative.

REQUESTED ACTION:

Provide information.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Voting Delegate Designation for NCACC 116th Annual Conference and NCACC Legislative Goals Conference

BRIEF SUMMARY:

The North Carolina Association of County Commissioners (NCACC) 116th Annual Conference Business Session will be held in Raleigh, North Carolina on Wednesday, August 23, 2023. Each county will be entitled to one vote on items that come before the membership, including the election of the NCACC Second Vice President.

In order to facilitate the voting process, the NCACC asks that each county designate one voting delegate (and also may assign one alternate voting delegate) prior to the Annual Conference using the attached Designation of Voting Delegate form. The deadline to return the completed form is August 21, 2023.

REQUESTED ACTION:

Motion to Suspend the Rules of Procedure.

Motion to designate a voting delegate and alternate delegate to represent Cabarrus County at the NCACC 116th Annual Business Session in Raleigh, North Carolina on Wednesday, August 23, 2023.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED: No



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Budget - Vehicle Purchases

BRIEF SUMMARY:

Purchase of six (6) vehicles for the following departments: Four (4) for Human Services - Child Welfare Division, one (1) for Emergency Medical Services and one (1) for Infrastructure Asset Management. These vehicles are needed due to increased utilization and new positions. The total cost for theses vehicles is \$231,000. Vehicles will be purchased using General Fund - Fund Balance.

REQUESTED ACTION:

Motion to approve the purchase of six (6) vehicle and the associated budget amendment to fund the purchase of these vehicles from General Fund - Fund Balance.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Rosh Khatri, Budget Director

BUDGET AMENDMENT REQUIRED:

Yes

ATTACHMENTS:

Budget Amendment

Budget Revision/Amendment Request

Date	8/21/2023			Amount:	231,000.00		
Dept. Head:	: Richard Sta	ncil		Department:	Fleet Management		
Internal	Transfer Wi	thin Department	Transfer Between Departments	/Funds			Supplemental Request
Appropriate	from Fund B	alance \$231,000 for	Vehicle Purchases				
Fund	Indicator	Department/ Object/ Project	Account Name		Increase Amount	ι	Decrease Amount
001	6	1955-6901	Fund Balance Appropriated		231,0	00.00	
001	9	1955-9863	Motor Vehicles		231,0	00.00	
							Total
Bud	lget Officer		County Manager		Board of Commissioners	i	
	Approve	d	☐ Approved			Approved	
	Denied		☐ Denied			Denied	
Signature			Sianature		Signature		
Data			Data		Date		



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Revised Agreement with the Water and Sewer Authority of Cabarrus County

BRIEF SUMMARY:

Cabarrus County as well as each municipality in Cabarrus County has an existing agreement with the Water and Sewer Authority of Cabarrus County regarding the allocation of sewer capacity to the municipalities in the county. The proposed amendment revises allocations to the municipalities in order to allocate the new capacity being created at the treatment plant. The agreement allocates an additional 20,000 gallons to the town of Mount Pleasant to accommodate the new Mount Pleasant Active Living Center/Park and Library facility.

REQUESTED ACTION:

Motion to approve the agreement amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, AICP Assistant County Manager

BUDGET AMENDMENT REQUIRED:

No

ATTACHMENTS:

- Amendment to Agreement
- Current Executed agreement

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

FIRST AMENDMENT TO INTERLOCAL WASTEWATER CAPACITY ALLOCATION AGREEMENT

STATEMENT OF PURPOSE

WHEREAS, the Parties entered into that Interlocal Wastewater Capacity Allocation Agreement effective as of December 21, 2021 (the "Agreement") to govern WSACC and its Member Jurisdictions' wastewater treatment capacity allocation.

WHEREAS, pursuant to recent amendments to N.C.G.S. §143-215.1, WSACC, because it is within twenty-four (24) months of completion of the expansion of its Rocky River Regional Wastewater Treatment Plant ("RRRWWTP"), is authorized by statute to increase its available allocation to 115% of its existing system's hydraulic capacity, which will create a one-time increase of 2.1 million gallons of wastewater per day (2.1 MGD) of WSACC's capacity available for allocation at RRRWWTP to be allocated to the Member Jurisdictions as further set forth in this Amendment (the "Newly Allotted Capacity").

WHEREAS, the Parties now desire to amend the Agreement to provide for the allocation of the Newly Allotted Capacity to the Member Jurisdictions.

WHEREAS, the Parties desire to expand the term of the Agreement to account for WSACC's completion of the expansion of RRRWWTP to 34 MGD of treatment capacity.

WHEREAS, pursuant to Section 25 of the Agreement, the Agreement may be modified in whole or in part only by 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.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, it is agreed and covenanted by the parties as follows:

1. By execution of this Agreement, the modifications to the Agreement set forth in this Amendment shall be duly executed and authorized by representatives of the Parties pursuant to

resolutions of their respective governing boards approving this Amendment.

- 2. Section 5(a)(i) of the Agreement shall be deleted in its entirety and a new Section 5(b) shall be added such that Section 5 of the Agreement shall now read as follows:
 - "5. <u>Future Divisions of Available Flow Among Member Jurisdictions</u>. Following the First Division of Available Flow, the Future Divisions of Available Flow shall occur biannually, 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) calendar year average percentage of billable sewer flow to the total billable flow for the immediately preceding 5 calendar years as calculated by WSACC. The five (5) calendar year average percentage shall be recalculated annually.
 - b. Notwithstanding the above, for purposes of allocating the Newly Allotted Capacity (and for no other allocation), WSACC shall allocate the Newly Allotted Capacity as follows:
 - i. First, WSACC shall allocate 20,000 gallons per day of the Newly Allotted Capacity to Mount Pleasant; and
 - ii. Second, WSACC shall allocate the remaining 2.08 MGD of the Newly Allotted Capacity among the Member Jurisdictions (excluding Cabarrus County) according to each Member Jurisdiction's five (5) calendar year average percentage of billable sewer flow to the total billable flow for the immediately preceding 5 calendar years as calculated by WSACC and as further detailed and set forth on **Exhibit A**, attached hereto and incorporated into this Agreement by reference."
- 3. Section 18 of the Agreement is hereby deleted in its entirety and replaced with the following:
 - "18. <u>Term.</u> 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 34 MGD treatment capacity, or (c) termination of this Agreement by WSACC."
- 4. Except as amended and changed by this Amendment, all terms and provisions of the Agreement are in full force and effect and are hereby ratified and affirmed in all respects.
- 5. This Amendment shall be governed by and construed in accordance with the laws of the State of North Carolina.
- 6. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[SIGNATURES TO FOLLOW]

WATER AND SEWER AUTHORITY OF CABARRUS COUNTY

	By:	
	Title:	
This instrument has been preaudited in and Fiscal Control Act.	the manner required by the Local Government	ent Budget
Finance Officer	Date	
STATE OF		
COUNTY OF		
Ι,	, a notary public for said coun	ty and state, do
hereby certify that	personally came befo	ore me this day
and acknowledged that he/she is	of Water and Sewe	er Authority of
Cabarrus County and acknowledged, or	n behalf of Water and Sewer Authority of Co	abarrus County
the due execution of the foregoing instr	rument.	
Witness my hand and official so	eal, this the day of	, 2023.
	Notary Public	
	(Printed Name of Notary Public)	
(NOTARIAL SEAL)	My Commission Expires:	

CITY OF CONCORD

	Ву:	
	Title:	
This instrument has been preaudited in thand Fiscal Control Act.	e manner required by the Local Governm	ent Budget
Finance Officer	Date	
STATE OF COUNTY OF I,	, a notary public for said coun	ty and state, do
hereby certify that	• •	
and acknowledged that he/she is		_
acknowledged, on behalf of City of Conc	ord the due execution of the foregoing ins	strument.
Witness my hand and official seal	, this the day of	, 2023.
	Notary Public	
	(Printed Name of Notary Public)	
(NOTARIAL SEAL)	My Commission Expires:	

CITY OF KANNAPOLIS

	By:	
	Title:	
This instrument has been preaudited in thand Fiscal Control Act.	ne manner required by the Local Government Budget	
Finance Officer	Date	
STATE OF		
COUNTY OF		
Ι,	, a notary public for said county and state,	, do
hereby certify that	personally came before me this of	day
and acknowledged that he/she is	of City of Kannapolis a	anc
acknowledged, on behalf of City of Kanr	napolis the due execution of the foregoing instrument.	
Witness my hand and official sea	l, this the, 202	3.
	Notary Public	
	(Printed Name of Notary Public)	
(NOTARIAL SEAL)	My Commission Expires:	

TOWN OF HARRISBURG

	By:	
	Title:	
This instrument has been preaudited in that and Fiscal Control Act.	ne manner required by the Local Governmen	t Budget
Finance Officer	Date	
STATE OF		
COUNTY OF		
Ι,	, 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 Town of Har	risburg and
acknowledged, on behalf of Town of Har	rrisburg the due execution of the foregoing in	nstrument.
Witness my hand and official sea	l, this the day of	, 2023.
	Notary Public	
	(Printed Name of Notary Public)	
(NOTARIAL SEAL)	My Commission Expires:	

TOWN OF MOUNT PLEASANT

	By:	
	Title:	
This instrument has been preaudited in the and Fiscal Control Act.	he manner required by the Local Governme	ent Budget
Finance Officer	Date	
STATE OF		
COUNTY OF		
Ι,	, a notary public for said count	y and state, do
hereby certify that	personally came before	re me this day
and acknowledged that he/she is	of Town of Mount	Pleasant and
acknowledged, on behalf of Town of	Mount Pleasant the due execution of	the foregoing
instrument.		
Witness my hand and official sea	l, this the day of	, 2023.
	Notary Public	
	(Printed Name of Notary Public)	
(NOTARIAL SEAL)	My Commission Expires:	

	Title:	
This instrument has been preaudited in the and Fiscal Control Act.	e manner required by the Local Governme	ent Budget
Finance Officer	Date	
STATE OF		
COUNTY OF		
Ι,	, a notary public for said count	ty and state, do
hereby certify that	personally came befo	re me this day
and acknowledged that he/she is	of Cabarrus	County and
acknowledged, on behalf of Cabarrus Cou	anty the due execution of the foregoing in	strument.
Witness my hand and official seal,	, this the day of	, 2023.
	Notary Public	
	(Printed Name of Notary Public)	
AVOTE DATA (STATA)	My Commission Expires:	

(NOTARIAL SEAL)

Exhibit A

Water &	Sev	ver Authority	of Cabarru	s County		
		5 Calendar Yea				
		s 2018-2022 Fo				
Applied to	o 2.1	MGD Additiona	I Allocation			
Summary	of 5 Y	ear Average Flo	w Percentage		Allocation of	
Per Jurisd	liction	, Calendar Years	s 2018-2022		20,000	
Concord		59.43%			11,886	
Kannapoli		29.03%			5,806	
Harrisburg		10.11%			2,022	
Mt. Pleasa	ant	<u>1.43%</u>			286	
Total		100.00%			20,000	
			Virginia Flow	Virginia Flow		
		Amount	Park Library	Park Library		
		Available to	Senior Cent.	Senior Cent.	Adjusted	New
		<u>Allocate</u>	Reallocation **	Reassignment	Allocation	Percentage
Concord		1,248,030	(11,886)	-	1,236,144	58.86%
Kannapoli	S	609,630	(5,806)	-	603,824	28.75%
Harrisburg)	212,310	(2,022)	-	210,288	10.01%
Mt. Pleasant		30,030	(286)	20,000	49,744	2.37%
Total		2,100,000	(20,000)	20,000	2,100,000	100.00%
** Realloca	ated b	pased on 5 Yr av	g flow percentac	ge from above.		

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 Als day of December, 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. <u>Purpose</u>. 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. <u>Defined Terms</u>. 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. <u>Bi-Annual Assessment of Capacity</u>. 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

Accepted Flow prior to the Effective Date of this Agreement that is not yet Tributary Flow plus Allocated Flow to Member Jurisdictions following the Effective Date of this Agreement that is not yet Accepted Flow plus

Allocated Flow to Member Jurisdictions following the Effective Date of this Agreement that is Accepted Flow but not yet Tributary Flow

= Total Flow

Available Flow shall be calculated as follows:

RRRWWTP Permitted Capacity less Total Flow less

Flow Allocated to Charlotte Water not otherwise included in Total Flow (see Section 10 of this Agreement)

= Available Flow

Notwithstanding any provision in this Agreement to the contrary, WSACC reserves the right to withhold capacity from allocation if, in WSACC's sole discretion, such reservation is necessary to ensure ongoing compliance with governmental regulations and state and federal laws.

- 4. <u>First Division of Available Flow Among Member Jurisdictions</u>. This Section 4 shall only apply to the first division of Available Flow to the Member Jurisdictions (the "First Division") and all subsequent divisions of Available Flow shall be subject to Section 5 below (the "Future Divisions"). The First Division shall occur upon full execution of this Agreement by all Parties. Once the Total Flow and Available Flow are determined, WSACC shall allocate the Available Flow among the Member Jurisdictions for the First Division as follows:
 - a. If the First Division of Available Flow occurs <u>prior</u> to approval of the pending Flow Factor Reduction request, WSACC shall allocate the Available Flow as follows:
 - i. First:

Concord: 60.35%
 Kannapolis: 29.38%
 Harrisburg: 8.85%

- 4. Mount Pleasant: 1.42%
- ii. Second, upon approval of the pending Flow Factor Reduction request after the First Division, WSACC shall allocate the Available Flow for the second division only as set forth in Section 4(b)(i)-(ii).
- b. If the First Division of Available Flow occurs <u>subsequent</u> to approval of the pending Flow Factor Reduction request, WSACC shall allocate the Available Flow as follows:

- 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:

Concord: 60.35%
 Kannapolis: 29.38%
 Harrisburg: 8.85%
 Mount Pleasant: 1.42%

- 5. <u>Future Divisions of Available Flow Among Member Jurisdictions</u>. 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. <u>Allocation of Flow for Remainder of 2021</u>. 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. <u>Bi-Annual Reporting</u>. Beginning in 2022, on or before January 31st and July 31st 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. <u>Incorporation of Bi-Annual Flow Summary</u>. 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 15th and July 15th 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. <u>Charlotte Water</u>. 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. <u>Effect of Adjustments in Available Flow</u>. 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. <u>Allocation Requests from Member Jurisdictions to WSACC</u>. 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 <u>Exhibit A</u>. Each Member Jurisdiction agrees that it shall not submit an allocation request which would cause the Member Jurisdiction to exceed its Allocated Flow.
- 13. <u>Paper Capacity</u>. 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. <u>Effect on Sewage Service Agreements</u>. 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. <u>Muddy Creek Wastewater Treatment Plant</u>. 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. <u>Notices</u>. 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

evoncannon@wsacc.org wisenhour@jahlaw.com

FOR CONCORD:

City Manager

P.O. Box 308

Concord, North Carolina, 28026-0308

paynel@concordnc.gov

City Attorney P.O. Box 308

Concord, North Carolina, 28026-0308

kolczynv@concordnc.gov

Director of Water Resources

P.O. Box 308

Concord, North Carolina, 28026-0308

corleyi@concordnc.gov

FOR KANNAPOLIS:

Walter M. Safrit, II, City Attorney

City Of Kannapolis 401 Laureate Way

Kannapolis, North Carolina 28081

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

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

Burrise@mtpleasantnc.us

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

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. <u>Term.</u> 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. <u>Termination</u>. 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. <u>Severability</u>. 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. <u>Transfer or Assignment</u>. 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. <u>Parties to Act Reasonably</u>. 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. <u>Amendments</u>. 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. <u>Limitation of Liability and No Third Party Rights</u>. 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. <u>Additional Documents</u>. Each party agrees to execute such additional documents as may be reasonably necessary to effectuate the terms of this Agreement.
- 28. <u>Counterparts</u>. 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. <u>Fees and Expenses</u>. 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. <u>Authority</u>. 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: Market Miredor Title: Wecutive Director
This instrument has been preaudited in the and Fiscal Control Act. Finance Officer	e manner required by the Local Government Budget No. 18 24 Date
do hereby certify that Michael Widay and acknowledged that he/she is of Cabarrus County and acknowledged,	vecutive Director of Water and Sewer Authority on behalf of Water and Sewer Authority of Cabarrus
County the due execution of the foregoing Witness my hand and official seal OTAN OTAN (NOTARYAL SEAL)	notary Public (Printed Name of Notary Public) My Commission Expires: June 3, 2024

	CITY OF CONCORD
	By: 21201
	Title: <u>Ay Manager</u>
This instrument has been preaudited in the rand Fiscal Control Act.	manner required by the Local Government Budget
Finance Officer	12/20/2021 Date
,	
STATE OF	
I, USlie Senkins	, a notary public for said county and state, personally came before me this
	ity Manager of City of Concord and
	d the due execution of the foregoing instrument.
Witness my hand and official seal, the	his the 21st day of December, 2021.
MARINE JENANNAMIA	Notary Public Notary Public
TARY	lestie Senkins
PUBLIC S	(Printed Name of Notary Public)
NOTARY NO	My Commission Expires: 9-20-76



CITY OF KANNAPOLIS

By: ____

Michael B. Legg

Title:

City Manager

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

Africa Otis

Finance Officer

October 25, 2021

Date

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

(NOTARIAL SEATT

I, Bridgette Bell a_notary public for said county and state, do hereby certify that, Michael B. Legg personally came before me this day and acknowledged that he/she is City Manager of the City of Kannapolis, North Carolina and acknowledged, on behalf of the City of Kannapolis, the due execution of the foregoing instrument.

Witness my hand and official seal, this the 25th, day of October, 2021.

Notary Public

Bridgette Bell

(Printed Name of Notary Public)

My Commission Expires: 05-03-2023

12

TOWN OF HARRISBURG

Title: Interim

Ву:

This instrument has been preaudited in the mand Fiscal Control Act.	nanner required by the Local Government Budget
Finance Officer	12.8.202 (Date
STATE OF North Carolina	
COUNTY OF Cabarrus	:#
I, Crystal Bost	, a notary public for said county and state,
	personally came before me this
day and acknowledged that he/she is Tribe	in Town Manager of Water and Sewer Authority
of Cabarrus County and acknowledged, on	TOWN OF TRAFFISDUIG
County the due execution of the foregoing in	strument.
Witness my hand and official seal, th	is the 8th day of December, 2021.
	Notary Public
TAI	(Printed Name of Notary Public)
OF STATE BOOK	1 1
(NOTARIAL SEAL)	My Commission Expires: Q 10 2026

	TOW	OF MOUNT	^	
	By:	Terry	<u> R.</u>	Mager
	Title:	Town	Ma	mager
This instrument has been preaudited in the and Fiscal Control Act.	manner	required by the	e Local	Government Budget
Finance Officer		11-9-207 Date	21	
STATE OF NC				
COUNTY OF Cabarrus				
I, <u>Jennifer M. Blak</u> do hereby certify that <u>Terry R.</u> day and acknowledged that he/she is <u>To</u> and acknowledged, on behalf of Town of instrument.	Holls wr	wayi Uanager	ersona	ally came before me this Town of Mount Pleasant
Witness my hand and official seal,	this the	out day of _	No	rember , 2021.
	Notar	nifler A y Public nifer M.	1. B	lake
	<u>Jen</u> (Print	nifer M. ed Name of No	Blo otary P	ublic)
	МуС	ommission Exp	pires:	August 16, 2022
(NOTARIAL SEAL)				
Jennifer M Blake Notary Public Cabarrus County, NC Commission Expires August 16, 2022				

Title: (20 Ny Markon 11/9/21
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.
Finance Officer Date
STATE OF North Carolina
COUNTY OF Cerbarrus
I,
Witness my hand and official seal, this the Oth day of November, 2021. Comm. Exp. Comm. Exp

CABARRUS COUNTY

EXHIBIT A

WASTEWATER FLOW ALLOCATION REQUEST FORM FOR THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY

Member jurisdiction personnel should complete this form and submit to WSACC with the associated flow acceptance application to establish the expected impacts to the member jurisdiction allocated flow value associated with a proposed project.

☐City☐City☐Tow☐Tow	iction Requesting Flow Acceptance: of Concord of Kannapolis on of Harrisburg on of Mt. Pleasant rlotte Mecklenburg Utilities			
Projec Descri	t Title: ption:			÷
Line		H.1. ME. A.H. ME.C. D.		Formula
Item	Description		Value (gpd)	(if applicable)
Α	Currently Available Portion of Member Jurisdict	tion Allocated Flow		
В	Flow Allocation Requested with this Application			
С	Currently Remaining Member Jurisdiction Alloc			A - B
	Proposed Application Included			
flow a jurisdie	em A is either the initial value from the most rellocation for project(s) since the most recent betion's previous flow acceptance request (if the jet recent bi-annual update).	i-annual update) or the	value from Lir	ne Item C from the
Line It	em B is the flow allocation requested with the cu	rrent application.		
Line It	em C is the difference from subtracting Line Item	B from Line Item A.		
	/astewater Flow Allocation Request Form is subj ty Allocation Agreement dated, 2021.	ject to the terms and cond	itions of that Ir	iterlocal Wastewater
Juriso	liction's Signing Official Signature		Date	

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Department of Human Services - Family Caregiver Support Program Grant Budget Revision

BRIEF SUMMARY:

The Family Caregiver Support Program (FCSP) supports family and informal (unpaid) caregivers to care for their loved ones at home for as long as possible.

The FY24 allocation for the Family Caregiver Support Program was received after approval of the budget by the Board of Commissioners. The FY24 allocation is \$59,430 which is an increase over the budgeted amount of \$58,941. There is no county match for these funds. A budget amendment will be needed.

REQUESTED ACTION:

Motion to approve the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Anthony Hodges, Program Administrator, Adult and Aging Services

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Budget Amendment FCSP FY24 Funding Proposal D

Budget Revision/Amendment Request

Date	: 8/21/2023			Amount:	59,430.00		
				_			
Dept. Head	: Karen Calh	oun		Department:	DHS		
Internal	Transfer W	ithin Department	Transfer Between Departmen	nts/Funds		✓ Sup	oplemental Request
BA request to	match FY24 b	oudget to FY24 Family Ca	aregiver Support allocation that was received after th	e budget was presented.	No County Match.		
Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	00195760-9417-CGSP	Dept of Aging Grants	6,694.00	489.00		7,183.00
001	6	00165760-6244	Caregiver Grant	58,941.00	489.00		59,430.00
001	9						0.00
001	6						0.00
001	9						0.00
001	9						0.00
001	9						0.00
001	9						0.00
	•	•				Total	0.00
Bud	dget Officer		County Manager		Board of	Commissioners	
	Approved	d	☐ Approved			Approved	
	Denied		☐ Denied			Denied	
Signature			Sianature		Signature		
 Date			Date		Date		



FAMILY CAREGIVER SUPPORT PROGRAM Fiscal Year 24 Older American's Act Title III-E* Funding Proposal

County: Cabarrus

Submission Deadline: June 23rd, 2023

*https://acl.gov/programs/support-caregivers/national-family-caregiver-support-program

Email Completed Proposals to:

Cindy Kincaid, Family Caregiver Manager ckincaid@centralina.org

Centralina Area Agency on Aging (CAAA) reserves the right to request additional information, references, to accept or reject any or all proposals, to waive technicalities, to accept proposals in whole or in part, and to award a contract(s) which, in the opinion of the grantor, best serves older adults and their caregivers. Funds granted because of this proposal are contingent upon CAAA receiving sufficient funds from the Administration on Community Living and the North Carolina Division of Aging and Adult Services.

FAMILY CAREGIVER SUPPORT PROGRAM APPLICATION Title III- E of the Older Americans Act

APPLICANT AGENCY NAME: Cabarrus County Department of Human Services COUNTY: Cabarrus

AGENCY DIRECTOR: Karen Calhoun EMAIL ADDRESS: kbcalhoun@cabarruscounty.us

AGENCY ADDRESS: 1303 S. Cannon Blvd. Kannapolis, NC 28083

AGENCY PHONE: (704)920-1400, Option 7 AGENCY FAX: (704)920-1703

PRIMARY CONTACT: Susan Domann EMAIL ADDRESS: svdomann@cabarruscounty.us

Instructions for Completion

Page #	Item to be Completed	Completed	Office Use
Page 5	Page 5 FCSP FY24 Assurance Statement		
Page 6-9	Category I-V Planning	×	
Page 9	Apricot Log In	×	
Page 10	FCSP Partner Collaboration	×	
Page 10	Priority Group Methodology	×	
Attachment	FCSP Budget		

FCSP Agency Selection Criteria

Centralina is choosing to select and fund local government and non-profit organizations for FCSP based on the federal and state budget allocation to the region for FY24. All allocations are contingent upon availability of funds and legislative priorities. This funding is available for one fiscal year and does not guarantee the grantee funds from year to year.

Agency Selection Criteria includes:

- · Reasonableness of budgets for programs and activities proposed;
- Demonstrated capacity and performance of previous FCSP grants executed with Centralina (Grant Performance Review)
- History of spending levels

If an applicant agency did not meet the proposed requirements of the FCSP FY2023 grant, Centralina reserves the right to deny application for full or partial funding for the FY24 grant cycle.

Centralina will monitor monthly spending using the Units Earned Comparison (UEC) Chart. If an agency is underspent based on the UEC, that agency's original grant amount may be reduced.

FAMILY CAREGIVER SUPPORT PROGRAM (FCSP)

General Information

The Family Caregiver Support Program was created in 2000 to support family and informal (unpaid) caregivers to care for their loved ones at home for as long as possible. It is well known that caregiving places a heavy emotional, physical, and financial load on the caregiver. Many caregivers over time become vulnerable and their own health begins to decline. In response to these caregiving issues, this program was developed to coordinate with other community-based services to support those caring for a loved one. The purpose is to reduce caregiver stress and depression so they can care for their loved one longer, avoiding more expensive long-term care alternatives. In North Carolina, the services provided through the Family Caregiver Support Program will differ according to the community resources within each county.

Centralina Area Agency on Aging seeks to fund county specific providers in each of our nine counties to implement the Family Caregiver Support Program as outlined in the Older American's Act amendments of 2016 and in accordance with the Centralina Area Agency on Aging's Family Caregiver Support Program Policy and Procedures Manual.

Fiscal Year 24 Region F County Allocations

Centralina Area Agency on Aging will fund county-based family caregiver support services based on the federal and state budget allocation for FY24. All allocations are contingent on availability of funds and legislative priorities. The funding cycle for FY24 will run from July 1st, 2023 through June 30th, 2024. Complete the attached FCSP FY24 Budget using the appropriate allocation below and submit the attachment with this application.

County	FY24 FINAL
County	ALLOCATION
Anson	\$43,599
Cabarrus	\$59,430
Gaston	\$80,836
Iredell	\$42,351
Lincoln	\$40,082
Mecklenburg	\$131,419
Rowan	\$59,087
Stanly	\$41,383
Union	\$76,037
Region Total	\$574,225

Grant Requirements

	AA ALL D
Aging Resource Management System (ARMS)	All program performance and financial reports must conform to the requirements of the Division of Aging and Adult Services' automated ARMS. The funded agency will be required to participate in the automated ARMS by supplying the necessary and required input data. The funded agency will also be required to participate in appropriate training workshops by the Division of Aging and Adult Services or Area Agency on Aging. If applying agency does not have ARMS login access, agency will contact CAAA for access and ARMS program data entry training. Failure to comply with the reporting requirements may result in either withholding of funds or possible suspension/termination of funding.
	Quarterly Requirements
Quarterly Meetings	FCSP providers will be required to participate in quarterly meetings (including conference calls or in-person meetings) and special caregiver training as designated by Centralina.
	Annual Requirements
Programmatic and Budget Change Requests	Programmatic and budget change requests are to be submitted for review and approval prior to service and budget changes using the FCSP Service Justification/Reallocation Form. All submitted forms must be dated and have an authorized signature.
Annual Grant Performance Review	An Annual Grant Performance Review will be sent out toward the end of the grant cycle; funded agencies will be required to complete and submit for review.
	Continuous Requirements
Program Requirements	FCSP providers must adhere to program standards, Administrative Letters, and reporting requirements using the Aging Resource Management System (ARMS) as developed by the NC Division of Aging and Adult Services; as well as CAAA policy and procedures.
Social Solutions Apricot CORE Care Management System	Contracted agencies agree to utilize Social Solutions Apricot CORE Care Management System for management of clients and FCSP data. Generally, there will be one log-in provided per county for the FCSP Specialist. Periodic training and technical support will be provided for this HIPAA compliant and secure client management software.
FCSP Specialist	Agency must have at least one part-time FTE assigned to FCSP to receive funding. If your agency does not meet this requirement, it may be necessary to apply for a waiver.

FAMILY CAREGIVER SUPPORT PROGRAM FY 2024 ASSURANCE STATEMENT

The Agency assures that, in developing its FCSP Plan for Title III, Part E of the Older Americans Act, as amended in 2020 (P.L. 109-365) and in 2003 (P.L. 106-501):

- A. It will comply with eligibility criteria establish by the Older Americans Act, Title III-E and NC Division of Aging and Adult Services FCSP Policy and Procedures Manual.
- B. It assessed the adequacy of resources for caregiver services in the county. The list of the categories of caregiver services includes:

Category I: Outreach and Information about Available Services;

Category II: Assistance in Gaining Access to Services

Category III: Organization of Support Groups, and Caregiver Training;

Category IV: Respite Care; and

Category V: Supplemental Services.

- C. It will establish and maintain an adequate system for record keeping of persons served, expenditures, and unmet needs while undertaking the appropriate and adequate measures to protect client confidentiality.
- D. It will give priority to older individuals in greatest social and economic need (with particular attention to low-income older individuals; racial and ethnic minorities; and rural caregivers) and older individuals caring for children (age 18 and under) with severe disabilities.
- E. Part E funds will be used to supplement, not supplant, existing services.
- F. It will follow a process for collecting participant contributions consistent with NC DAAS policy.
- G. It will assure the quality of services provided with Part E funds.

AGREED UPON BY:

Agency: Cabarrus County Department of Human Services	
Karen S. Calhour	6/23/2023
Agency Director Signature	Date

CATEGORY I: Plan for Information and Outreach about Services (Codes 812 and 814)

1.1 In narrative form, explain how your agency will provide informational and educational programming in your county.

Cabarrus County will provide outreach information and education to Cabarrus County residents by maintaining our Caregiver email blast list-serve and mailing list and sending out caregiver specific information on trainings, class brochures, related webinars and supportive resources, as well as disseminating information via public service announcements, press releases and also newspaper articles, when possible.

We will run an informational piece on the Family Caregiver Support Program and a video on Powerful Tools for Caregivers, as well as adding Building Better Caregivers, via the Cabarrus County website and on Cabarrus This Week (CTW), as well as on social media platforms via the County Senior Centers and Public Libraries.

We partner with our LunchPlus Club Program Supervisor in providing Family Caregiver brochures and educational class series flyers to be handed out with all meals provided to participants at all six (6) congregate meal sites, as well at all human services outreach and promotional events.

We will collaborate with local community partners, such as Cannon Pharmacy, The Dream Center, Atrium Health, Cabarrus Health Alliance, the Veterans' Administration Family Caregiver program, through the Cabarrus Resource Link, and other County Departments, such as Active Living and Parks, who participate in joint community outreach events that advertise our services.

We will ensure Cabarrus County Adult & Aging Services social work staff are aware of the Family Caregiver Support Program and collaborate with them on clients' cases in which supportive services to the caregiver are needed and appropriate.

1.2 In narrative form, explain how your agency will conduct outreach for the Family Caregiver Support Program in your county.

Cabarrus County will provide outreach information and education to Cabarrus County residents by maintaining and regularly updating our Caregiver email blast list and mailing list and regularly sending out caregiver specific information on trainings and supportive resources, as well as disseminating information via print and social media.

We will maintain information about the Family Caregiver Support program via the Cabarrus County Government website https://www.cabarruscounty.us/resources/caregiver-support-services and the resource search engine at www.findhelp.org

We will participate in at least two (2) community outreach events this fiscal year in which aging and caregiver populations would likely attend, such as; the Spring 2024 Senior Health and Wellness Expo, local church group meetings, and any other local support group (ie. NAMI) or community-based events, as well as provide through our listserv any virtual webinar training events, relevant newsletter, and caregiver articles of interest that may present themselves throughout the program fiscal year.

We will identify caregivers at the early stages of the caregiving process, at which time caregivers are reaching out for supportive services through our Adult and Aging Services Intake unit by screening phone calls, emails and in-person visits from Cabarrus County residents.

CATEGORY II: Plan for Access to Services

Indicate the number of calls and clients your agency anticipates serving during FY23.

Category Code	Category Description	Objective	Anticipated Number of Calls/Clients
822	Information & Assistance	Record caregiver related calls in a phone log that includes contact information and referral information as appropriate.	500 or 42 per month average
823	Caregiver Resource Consultation	Every caregiver receiving Category IV or V services will receive a biopsychosocial assessment addressing their individualized needs. Clients are expected to be active in the development of their Service Plan and it should be designed to best meet their needs. (This code has been changed from Care Management and should be used to manage clients receiving Categories III, IV, and V services. This is not a long-term service)	50

CATEGORY III: Action Plan for Caregiver Counseling / Support Groups / Training

Agencies must provide a combination of support group(s) and/or evidence-based programs, like Powerful Tools for Caregivers and/or Building Better Caregivers. Provide your agency's plan to deliver a combination of these services in narrative form. Be sure to include the anticipated number of classes for evidence-based programs and the frequency of support groups.

Cabarrus County Department of Human services currently has six (6) full time staff who are trained and certified as Powerful Tools for Caregivers Class Co-leaders. One (1) of those most recently completed training in December 2022 and co-facilitated the first of two (2) PTC classes in January-February-March of 2023. The 2nd PTC class is scheduled for November-December 2023 to fulfill the requirement of co-leading two (2) PTC classes in the first year after training. Additionally, we have two (2) Social Worker II's (including our FCSP Specialist), who received training in July 2022 to become certified co-leaders for Building Better Caregivers, as well as two (2) others trained in October 2022, for a total of four (4) certified BBC trained facilitators. The first two (2) have completed their BBC class requirement of two classes in 2022 with the other two (2) BBC teachers scheduled to teach classes in both Summer and Fall 2023.

We plan to conduct three educational class series in FY24: One (1) six-week Powerful Tools virtual class series this coming fiscal year in the late Fall of 2023. We plan on teaching Building Better Caregivers in the Summer/Fall of 2023, July/August and/or August/Sept; as well as another in the Spring of 2024, which may be offered virtually or inperson at our new conference facility at 4855 Milestone Ave, Kannapolis, NC 28081. Our tentatively scheduled dates for the Fall PTC are 11/2023 - 12/2023 and the Spring BBC 3/2024 - 4/2024.

Whether these classes are held in person or in a virtual format will be dependent upon where the attendees feel more comfortable.

CATEGORY IV: Plan for Respite

Agency must provide a combination of respite options from below. Category codes that will not be offered to caregivers should be left blank. Ensure all contracted agencies that will be providing respite services are listed in "Service Agencies" column.

Category Code	Category Description	Service Agencies	Anticipated Number of Clients	Anticipated Amount of Funding per Client	
842	In-Home Respite	Interim Healthcare of the Triad, Inc.	17	\$836	
843	Community Respite				
844	Caregiver Directed Vouchers				
846	Residential Facility Respite				
847	Older Relative Caregivers				

Please document any respite policies that your agency may have, including internal respite caps or one-time respite limits for caregivers:

Cabarrus County Department of Human Services Family Caregiver Support Program Respite Services Guidelines
Eligibility: In order to receive Respite Services the care recipient must meet the definition of "frail". Frail means that
the older individual is determined to be functionally impaired because the individual is unable to perform at least two
activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or
supervision, or due to a cognitive or other mental impairment, requires substantial supervision because the individual
behaves in a manner that poses a serious health or safety hazard to the individual or to another individual. Activities
of Daily Living (ADLs): In order to be eligible for Respite Care the care recipient must have at least 2 ADL impairments,
requiring hands-on assistance, supervision, or cueing.

Priority: 1) Family caregivers who provide care for older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. 2) Caregivers who are older (60+) individuals with greatest social and economic need (with particular attention to low income, minority, rural, and those with limited English proficiency) caring for older (60+) individuals with greatest social and economic need.

Limitations: Due to the limited funds and the amount of individuals on the respite inquiry list, anyone receiving FCSP Respite services within the last 2 years will not be approved for respite services. The caregiver will also be ineligible for respite if the care recipient is currently receiving any other related home based service (HCCBG In-Home Aide, Personal Care Services, Community Alternatives Program for Disabled Adults (CAP/DA), Adult Day Care, or Adult Day Health). Respite Amount: Maximum respite hours can vary per fiscal year and fall between 33 – 44 hours to be used within 3 months.

Exceptions: To ensure all grant funding is utilized it is permissible to offer additional respite hours to qualified caregivers who have received respite services in the last two years. In addition, it may be permissible for caregivers to exceed 3 months in allowing them additional time, within same fiscal year, to use all approved respite hours.

CATEGORY V: Plan for Supplemental Services

Agencies must provide, at a minimum, two Category V services. Overall budget cannot exceed 20% for Category V services. Category codes that will not be offered to caregivers should be left blank.

Category Code	Category Description	Contracted Agencies/Volunteers/ Organizations/Partners to Offer Services	Anticipated Number of Clients	Anticipated Amount of Funding per Client
853	Handy-man Service/Yard Work			
854	Assistive Technology			
855	Home Modifications/ Accessibility			
856	Personal Emergency Response Systems			
857	Incontinence Supplies	Cannon Pharmacy, Purewick, or caregiver may choose to purchase and provide receipt for reimbursement.	18	\$200
859	Liquid Nutritional Supplements	Cannon Pharmacy or caregiver may choose to purchase and provide receipt for reimbursement.	7	\$70
860	Temporary Home Delivered Meals			
861	Legal Assistance			
862	Other			
863	Transportation			

Apricot Log In

Centralina has purchased a new care management system that will allow agencies to log information about their clients and allow for the tracking of outcomes in the program. This system is HIPAA compliant and secure. Each agency will receive one login (larger counties may be an exception) and will go through Apricot training to learn to use the workflow for FCSP. Complete the information below for your agency's representative who will be entering case information into the Apricot system:

Name: Donna Warner	Position Title: Social Worker II, FCSP Specialist				
Email: : dbwarner@cabarruscounty.us					
indicate what status the employee is for FCSP:	: ⊠ Full Time	☐ Part Time			

FCSP Partner Collaboration

With the temporary nature of the Family Caregiver Support Program, describe how your agency works with local/community long-term services and supports to make longer-term referrals for FCSP clients.

Donna Warner is our Family Caregiver Support Program Specialist and she regularly makes referrals for short term, one time need services/items to include services provided through FindHelp.org, NC Bam, Project Care, Lifespan, Centers for Independent Living, SHIIP and Senior Legal Helpline. Donna is knowledgeable in long term service resources, as well as care recipients who may meet eligibility criteria. They are referred to PACE, CAP/DA, Personal Care Services, as well as Adult Day Care or In-Home Aide under HCCBG. Donna also connects caregivers with the Cabarrus County tax office to apply for property tax discounts. Donna ensures caregivers are aware of private pay options for in home aide and adult day respite. Donna, along with 3 other full-time Intake Social Workers, maintain a list of local support groups and local mental health providers and ensures caregivers are provided with this information. Donna attends the monthly Cabarrus Area Senior Resource Link meeting whenever there are topics specific to caregiving, to gain resource information, as well as to network and provide information on the Family Caregiver Support Program when appropriate/requested.

How will your agency ensure that FCSP clients receive "temporary" funding assistance and that funds will not duplicate or supplant other existing services?

Our respite policy states the following; "The caregiver will be ineligible for respite services if the care recipient is currently receiving any other related home-based service; (HCCBG In-Home Aide, Personal Care Services, Community Alternatives Program for Disabled Adults (CAP/DA), Adult Day Care/Adult Day Health), VA Respite and Personal Care Services."

If a caregiver is paying privately for in home aide services already, we would give priority to someone who does not have any type of relief. We may still serve them if funding allows and in extraordinary high need circumstances.

When referrals are made to Project Care, Donna Warner coordinates with Ashley Stevens to inform if that caregiver has received respite and the dollar amount of respite the caregiver received.

Priority Group Methodology to Address Service Needs

Describe how the needs of those **most economically and socially needy** (low income, historically underrepresented, etc.), according to the Older Americans Act Amendment of 2020, will be prioritized in the delivery of these services:

Caregivers who are **older (60+)** individual with the greatest social and economic need (with particular attention to low income, minority, rural and those with limited English proficiency). Care for **older (60+)** individuals with the greatest social and economic need will be prioritized. This will be accomplished by the Caregiver Specialist thoroughly reviewing referral demographic and situation specifics and documenting this on a spreadsheet that will be maintained monthly. Caregivers will be ranked according to where they fall within the priority criteria categories.

				Agency	y: DHS				
	Perso	Personnel		Direct	Total		- · · · · · · · · · · · · · · · · · · ·		
Budget/Service Code	Salary	Fringe	Travel	Service Cost	Annual Expense	Unit Rate	Estimated # of Units		
Information/educational programs	812	2030	679	0	0	2709			
Program promotion	814	260	75	0	0	335			
nformation & assistance	822	5716	1913	0	0	7629			
Caregiver resource consultation	823	20518	6842	0	0	27360			
Organization of support groups	833	0	0	0	0	0	0	#DIV/0!	1 unit= 1 sessio
Caregiver training programs	835	1	0	0	3094	3095	1031	3.001939864	1 unit= 1 hour
n-home respite	842	0	0	0	14212	14212	19	748	1 unit= 1 hour
Community respite	843	0	0	0	0	0	0	#DIV/0!	1 unit= 1 hour
Caregiver directed vouchers	844	0	0	0	0	0	0	#DIV/0!	1 unit= 1 hour
Residential facility respite	846	0	0	0	0	0	0	#DIV/0!	1 unit= 1 hour
Older relative caretivers	847	0	0	0	0	0	0	#DIV/0!	1 unit= 1 hour
landy man/yard work	853	0	0	0	0	0			
Assistive Technology	854	0	0	0	0	0			
dome modifications/accessibility	855	0	0	0	0	0			
ER systems	856	0	0	0	0	0			
ncontinence supplies	857	0	0	0	3600	3600			
iquid nutritional supplements	859	0	0	0	490	490			
ome delivered meals	860	0	0	0	0	0			
egal assistance	861	0	0	0	0	0			
ther-GRG	862	0	0	0	0	0			
ransportation	863	0	0	0	0	0			
otals:		28525	9509	0	21396	59430			

Agency Director Signature

G 23 2023

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Department of Human Services - FY24 Home and Community Care Block Grant (HCCBG) Funding Plan Revision

BRIEF SUMMARY:

The FY24 Home and Community Care Block Grant (HCCBG) Funding Plan was approved by the Board of Commissioners on June 19, 2023. This Funding Plan was based on FY23 figures due to not receiving the actual FY24 allocation in time to include in the budget.

The county was notified regarding the actual FY24 allocation on May 22, 2023. The total allocation in the Funding Plan approved on June 19, 2023 was \$1,122,929 and the actual FY24 allocation is \$1,192,773. These figures include the required 10% local match. The HCCBG Advisory Committee met on May 22, 2023 and determined how to distribute the additional funds among the various programs. The new recommended funding plan is attached.

REQUESTED ACTION:

Motion to approve the FY24 Home and Community Care Block Grant (HCCBG) Funding Plan revision and associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Anthony Hodges, Program Administrator, Adult and Aging Services

BUDGET AMENDMENT REQUIRED:

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- □ FY24 HCCBG Funding Plan Revision
- Budget Amendment

HCCBG Budget														
NAME AND ADDRESS				Н	ome and	Commun	ity Care Bloc	k Grant fo	r Older A	dults				
COMMUNITY SERVICE	PROVID	ER								DAAS-732 (Rev. 2/16)				
Cabarrus County -combined			County Funding Plan						County	Cabarrus				
1303 S. Cannon Blvd										July 1,	1, 2023 through June 30, 2024			
Kannapolis, NC 28083			•		Pr	ovider Se	rvices Sumr	narv		Revision# FY24increase Rev Date: 07/14/23				
								•				_		
					A		В	С	D	Е	F	G	Н	I
	Ser.	Delivery										Projected	Projected	Total HCCBG
	(Check	One)		Block Gra	ant Fundin	g	Required	Net*	USDA	Total	HCCBG	Reimburse.	HCCBG	Clients
Services	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	Units	Rate	Clients	Served
DHS-Adult Day Health		Х	\$ -	\$188,088	\$ -	\$188,088	\$ 20,899	\$208,987	\$ -	\$208,987	2,224	· -	28	2,225
DHS-Congregate Nutrition		Х	\$ -	\$ -	\$136,518	\$136,518	\$ 15,169	\$151,687	\$37,600	\$189,287	13,186	\$ 11.5040	300	47,000
DHS-In-Home Aide-Level II - PC X		\$ -	\$63,490	\$ -	\$63,490	\$ 7,054	\$70,544	\$ -	\$70,544	3,647	\$ 19.3408	12	3,650	
DHS-In-Home Aide-Level III - PO)	Х	\$ -	\$156,777	\$ -	\$156,777	\$ 17,420	\$174,197	\$ -	\$174,197	6,247	\$ 24.2958	22	6,250
DHS-Transportation (General)	Х		\$90,198	\$ -	\$ -	\$90,198	\$ 10,022	\$100,220	\$ -	\$100,220	5,232	\$ 19.1552	5567	108,977
DHS-Transportation (Medical)	Х		\$144,468	\$ -	\$ -	\$144,468	\$ 16,052	\$160,520	\$ -	\$160,520	8,380	\$ 19.1551	8917	8,380
DOC-Housing & Home Imprvmt	Х		\$ -	\$ -	\$60,952	\$60,952	\$ 6,772	\$67,724	\$ -	\$67,724	-	\$ -		-
ALP-Senior Cntr Operation	Х		\$ -	\$ -	\$100,973	\$100,973	\$ 11,219	\$112,192	\$ -	\$112,192	-	\$ -		-
MOW-Home Delivered Meals	Х		\$ -	\$132,032	\$ -	\$132,032	\$ 14,670	\$146,702	\$88,000	\$234,702	18,446	\$ 7.3454	300	110,000
MOW-HDM NSIP	Х		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	100	-
			\$ -			\$ -	\$ -	\$ -		\$ -				
Total			234,666	540,387	298,443	1,073,496	\$119,277	\$1,192,773	\$125,600	1,318,373	57,362		15246	286,482
						•	ired minimum		ch					
					availability. Required local match will be expended					Authorized Signature, Title Date				Date
					simultaneously with Block Grant Funding.					Community Service Provider				
					Signature	, County F	inance Office	er Date		Signature	, Chairman,	Board of Co	mmissione	Date
					_	•	otional			-		Optional		

				_						
Date	e: 8/21/2023			Amount:	47,423.00					
				_						
Dept. Head	l: Karen Calh	oun		Department: DHS						
Internal	l Transfer W	ithin Department	☐ Transfer Between Departments	s/Funds		✓ Sup	plemental Request			
BA request to	match FY24 b	oudget to FY24 HCCBG a	llocation that was received after the budget was prese	ented. County match fo	r In Home Aide is \$24,	474 and \$20,899 for Ac	lult Day Health.			
Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget			
001	9	5760-9445	Purchased Services	222,318.00	22,423.00		244,741.00			
001	6	5760-6215	HCCBG/In Home Aide -CBG	200,087.00	20,180.00		220,267.00			
001	6	5760-6901	Fund Balance Appropriated	-	2,243.00		2,243.00			
001	9	5760-9444	Adult Day Services	183,987.00	25,000.00		208,987.00			
001	6	5760-6301	HCCBG-Adult Day Services	165,588.00	22,500.00		188,088.00			
001	6	5760-6901	Fund Balance Appropriated	2,243.00	2,500.00		4,743.00			
						Total	0.00			
Bud	dget Officer		County Manager		Board of	Commissioners				
	Approved	b	☐ Approved			Approved				
	Denied		☐ Denied			Denied				
Signature			Sianature		Signature					
 Date			 Date	<u></u>	 Date					

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Department of Human Services -Transportation Rural State Operating Grant

BRIEF SUMMARY:

IMD (NCDOT Integrated Mobility Division) announced a call for projects for Rural State Operating funds at 100% State funding on April 24, 2023. This Call for Projects was opened to all transit systems who provide rural service, including systems also serving urban and small urban areas. All Operating projects are eligible for the grant. However, per the guidance provided with the application package, priority is given to new or expanded service, filling gaps in service, or new on-demand micro transit service if the amount of grant requests exceed the amount available.

REQUESTED ACTION:

Motion to accept the North Carolina Department of Transportation Integrated Mobility Division funds and approve the associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Bob Bushey, Transportation Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Award Letter
- Budget Amendment



STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER GOVERNOR J. ERIC BOYETTE SECRETARY

June 15, 2023

Mr. Mike Downs, County Manager Cabarrus County Government Center, 65 Church St, SE Concord, North Carolina 28025-3549

RE: FY24 Rural State Operating Program

Project No.: 24-RO-042

WBS Element No(s): 36223.67.3.2

Period of Performance: 7/1/2023 - 6/30/2024

Dear Mr. Downs:

On June 6, 2023, the Board of Transportation approved your organization's request for an FY24 Rural State Operating Grant in the amount of \$191,000. The agreement to be executed between Cabarrus County and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any questions related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced in this letter.

Sincerely,

Ryan Brumfield

Director

RB\mf

CC: Jonathan Marshall, Deputy County Manager

Attachments

Mailing Address: NC DEPARTMENT OF TRANSPORTATION INTEGRATED MOBILITY DIVISION 1550 MAIL SERVICE CENTER RALEIGH, NC 27699-1550 Telephone: 919-707-2600 Fax: 919-733-1391 Customer Service: 1-877-368-4968

RALEIGH, NC 27601

I SOUTH WILMINGTON STREET

Website: www.ncdot.gov

Budget Revision/Amendment Request

D-4	A			l	101 000 00		
Date:	August 21, 202	.3		Amount:	191,000.00		
Dept. Head:	Anthony Hodg	es	Department:	DHS - Transportati	on		
Internal 1	Transfer Within	Department	☐ Transfer Between Departments/Funds			Suppl	emental Request
06.30.2024.	The total amo	ount of the grant award	been awarded the FY24 Rural State Operating Program is \$191,000. Cabarrus County will use the funds for operating and there is no County match.		= =		
Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	5240-6342-RSOP	NCDOT-Rural State Operating Program	-	191,000.00	-	191,000.00
001	9	5240-9346-RSOP	Fuel - Rural State Operating Program	-	191,000.00	-	191,000.00
Bud	lget Officer		County Manager		Board o	of Commissione	rs
	Approved		Approved			Approved	
	Denied		Denied			Denied	
Signature			Signature		Signa <u>ture</u>		
Date					Date		

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Fire Services- Mt. Pleasant Fire Department Staffing Grant Interlocal Agreement

BRIEF SUMMARY:

As part of the FY24 budget, commissioners chose to provide staffing grant funds to the Town of Mt. Pleasant to support the operation of the fire department in providing paid staffing to protect the rural area of the Mt. Pleasant Fire District. An interlocal agreement is needed between Cabarrus County and the Town of Mt. Pleasant in order to allocate these funds.

REQUESTED ACTION:

Motion to approve the interlocal agreement between Cabarrus County and the Town of Mt. Pleasant.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Jacob Thompson, Fire Marshal

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

Staffing Grant Interlocal Agreement

STATE OF NORTH CAROLINA COUNTY OF CABARRUS

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** ("Agreement"), is made and entered into by and between the **TOWN OF MOUNT PLEASANT** ("Town") and **CABARRUS COUNTY** ("County") to assist the Town in providing increased Fire Services through a staffing grant from the County.

RECITALS

- 1. Pursuant to Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes and N.C. Gen. Stat. § 153A-445(a)(1), the Town and County may enter into contracts or agreements with each other in order to execute any undertaking.
- 2. The Town Council and the County Board of Commissioners have found and determined that it is in the public benefit and interest to assist the Town in providing initial or increased staffing of their fire department with appropriate certified personnel to provide immediate response to emergency situations that the department is called upon to respond to;
- 3. The Town Council and the County Board of Commissioners have by separate duly enacted resolutions made the above determination and have authorized the provisions and execution of this Agreement.

In consideration of the above Recitals and the Provisions contained below, which the parties agree constitute sufficient consideration to make this Agreement legally binding and enforceable, the parties agree as follows.

PROVISIONS

- 1. The County, upon execution of this Agreement and upon confirmation that all items required by County of the Town are in place at the Town, will provide funding in the amount up to \$27,240 during the 2023/2024 fiscal year (the "Term") for the sole use of staffing of personnel at the department for emergency responses. The County will make payments to the Town monthly in the amount of \$2,270 per month effective July 1, 2023 this date being the effective date of staffing at the department.
- 2. The Town will provide staffing at its facilities for a minimum of 40 hours per week, 52 weeks per year. Records of the number of positions, the hours worked, the amounts paid (including the source apportioned from each party for such positions, if applicable), and the costs for positions funded under this Agreement must be kept and made available to the Fire Marshal upon request. Any audit required to be performed by the Town shall clearly indicate that the grant funding for this program was used for personnel staffing.
- 3. The minimum certifications of any personnel serving in a position funding partially or in whole by this grant shall be NC Firefighter I & II, NC Emergency Medical Technician, and EVD certification.

- 4. The schedule of work week hours of the personnel for the Department will be reviewed and approved by the Town's Fire Chief and/or Deputy Chief but shall be made available upon request by the Cabarrus County Fire Marshal.
- 5. It shall be the responsibility of the Town to ensure that all personnel funded under this grant are responsible persons with the required training and experience required to fulfill the job requirements. The Town assumes all responsibility and liability for the conduct and actions of the personnel, up to the limits required by law, when such person is engaged as an agent of the Town.
- 6. Any positions funded under this grant are sole staff members of the Town hiring them and are in no way considered employees of the Cabarrus County Government.
- 7. The Town shall be responsible for paying all salaries, wages, bonuses, or other compensation, insurance, and retirement benefits, for its staff.
- 8. The Town is responsible for all aspects of personnel management concerning any positions funded by this grant, including, but not limited to, hiring, termination, wages, and compensation, scheduling, and orientation and training.
- 9. The County Fire Marshal will make periodic inspections of the department participating in this grant to determine continued compliance with this Agreement as well as compliance with industry accepted standards, practices, and procedures. The Fire Marshal's Office may withhold funding at any time the department is out of compliance with either this Agreement or such standards.
- 10. Either party may terminate this Agreement without cause after expiration of a sixty (60) day written notice to the other party. Unused grant funds will be returned to the County upon termination.

11. Miscellaneous:

- (a) This Agreement shall be deemed made in Cabarrus County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the appropriate division of the North Carolina General Court of Justice in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court.
- (b) No action or failure to act by the either party shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as may be specifically agreed in writing.

- (c) Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair either party from exercising or performing any regulatory, policing, legislative, governmental, or other powers, including governmental immunity and any defenses under the law. The parties shall comply with all applicable laws, rules and regulations.
- (d) If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.
- (e) Neither party may assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this Agreement.
- (f) This Agreement may be amended in writing at any time during the Term upon mutual agreement of the parties.
- (g) This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.
 - (h) Notice under this Agreement shall be made upon the following:

Jacob Thompson Cabarrus County Fire Marshal 30 Corban Avenue SE, Suite FM 601 Concord, NC 28025 jathompson@cabarruscounty.us

Dustin Sneed
Fire Chief, Town of Mt Pleasant
1415 N Main St,
Mt Pleasant, NC 28124
Dsneed@mtpleasantnc.us

IN WITNESS, the Town and County have duly approved this Agreement and authorized their respective officials to execute the same, as indicated below.

TOWN OF MOUNT PLEASANT	CABARRUS COUNTY
By: Mayor	By:Chair, Board of Commissioners
ATTEST:	ATTEST:
By: Town Clerk	By:Clerk to the Board
Date of Execution:	Date of Execution:
Approved as to Form	Approved as to Form
By: Town Attorney	By:County Attorney
This instrument has been pre-audited ir and Fiscal Control Act.	n the manner required by the Local Government Budget
By: Town Finance Director	By:County Finance Director
Date:	Date:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management -Frank Liske Park Office, Concessions, and Mini-Golf Renovations Bid Award

BRIEF SUMMARY:

Cabarrus County posted and invitation to bid on June 23rd, 2023 for the Frank Liske Park Office, Concessions, and Mini-Golf Renovations project. A non-mandatory pre-bid meeting was held on site on July 6th, 2023. Bids were received and opened on July 27th, 2023 at 1:00 PM. County staff will make a recommendation for bid aware and provide details on the bidding process.

REQUESTED ACTION:

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

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

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Michael Miller, Director of Design and Construction Kyle Bilafer, Assistant County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Bid Advertisement
- Bid Tabulation Sheet

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed proposals for the Cabarrus County Frank Liske Park Office, Concessions & Minigolf for Cabarrus County, North Carolina will be received at or before **1:00pm on Thursday July 27, 2023**, in the Cabarrus County Commissioners Chambers on the second floor of the Cabarrus County Government Center at 65 Church Street, Concord, NC. Bids may be hand delivered or mailed to the attention of the "County Managers Office" at the address above.

A non-mandatory pre-bid meeting will take place on July 6, 2023 at 1:00pm. Meet at Frank Liske Park Upper parking lot near existing Minigolf Course and Park Office (address: 4001 Stough Road, Concord, NC)

A complete set of electronic plans and specifications for this project can be obtained from C Design, Inc. beginning **June 23**, **2023**, during normal office hours. A plan deposit is not required. Bidding documents are available in electronic format only from C Design, Inc. Registration is required to obtain the bid documents. Neither Cabarrus County nor C Design, Inc. will be responsible for copies of bidding document obtained from sources other than C Design, Inc. For assistance in obtaining bid documents, email both Paul Krynski (pkrynski@cdesigninc.com) & Dean McKenzie (dmckenzie@cdesigninc.com). Call for additional questions at (704) 333-0093 x2238.

Note: The bidder shall identify on its bid proposal the minority business participation it will use on the project (Identification of Minority Business Participation) form and shall include either Affidavit **A** or Affidavit **B** as applicable. Forms and instructions are included within the Proposal Form in the bid documents. Failure to complete these forms is grounds for rejection of the bid (GS143-128.2c Effective 2002-revised July 2010.)

Requests for information shall be submitted via email to pkrynski@cdesigninc.com by end of day July 19, 2023

All Contractors are hereby notified that they must have proper license as required under the state laws governing their respective trades.

General Contractors are notified that Chapter 87, Article 1, General Statues of North Carolina, will be observed in receiving and awarding general contracts. General Contractors submitting bids on this project must have the appropriate license classification for the work described herein.

Note: SINGLE PRIME CONTRACTS: Under GS 87-1, a Contractor that superintends or manages construction of any building, highway, public utility, grading, structure, or improvement shall be deemed a "General Contractor" and shall be so licensed. Therefor a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractor license.

Except: On public buildings being bid single prime, where the total value of the general construction does not exceed 25% of the total construction value.

C DESIGN Inc Project # 0604 - 0635 06.12.2023

CABARRUS COUNTY
FRANK LISKE PARK OFFICE, CONCESSIONS
& MINIGOLF

The bidder agrees to execute a contractor for this Work in the total bid amount and to furnish surety as specified within 10 days after Notice of Award, if offered within 60 days after receipt of bids, and upon failure to do so agrees to forfeit to the Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such a failure, in the amount constituting five percent (5%) of the Base Bid amount above; otherwise the cash, cashier's check, certified check, U.S. money order, or bid bond shall be returned to the undersigned.

A Performance Bond and payment bond will be required for one hundred percent (100%) of the contract price.

Payment will be made based on ninety percent (90%) of monthly estimates and final payment made upon completion and acceptance of work.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 60 days.

The Owner reserves the right to cancel this Invitation to Bid at any time, and further reserves the right to reject all submitted bids, without giving any reason for such action, at its sole discretion and without liability. All costs incurred by Bidders, as a result of preparing Bids under this Invitation to Bid, shall be the sole responsibility of each Bidder. This Notice Inviting Bids creates no obligation upon the Owner to enter into a contract.

END OF SECTION 01 11 01

Bid Tabulation Document

Cabarrus County - Frank Liske Park Office, Concession & Minigolf Concord, North Carolina CDI #0604-0635 7/27/2023



Description	Contractor	Ground Thunder Construction	Liles Construction	Ike's Construction	J.M. Cope Inc	Hostetter & Son Construction, Inc	Frank L Blum
	NC License Number	58635 26158		8037	71908	76902	18
	Bid Security Form Included	Yes	Yes	Yes	Yes	Yes	Yes
	MBE Form Included	Yes	Yes	Yes	Yes	Yes	Yes
	Affidavit A or B Included	Yes (A)	Yes (A)	Yes (A)	Yes (A & B)	Yes (A)	Yes (A)
	Acknowledge Addenda (2)	Yes	Yes	Yes	Yes	Yes	Yes
	Base Bid	\$1,567,500.00	\$1,727,226.00	\$1,573,000.00	\$1,969,283.00	\$1,900,000.00	\$1,967,594.00
	5% Contingency	\$78,375.00	\$86,361.00	\$78,650.00	\$98,464.15	\$95,000.00	\$98,380.00
	Owner Allowance	\$41,000.00	\$41,000.00	\$41,000.00	\$41,000.00	\$41,000.00	\$41,000.00
	Total Bid: Base Bid + Contingency + Allowance	\$1,686,875.00	\$1,854,587.00	\$1,692,650.00	\$2,108,747.15	\$2,036,000.00	\$2,106,974.00
	Prefered Alternate 1 (Hand Dryer)	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$2,510.00
	Project Total	\$1,686,875.00	\$1,854,587.00	\$1,692,650.00	\$2,111,247.15	\$2,038,500.00	\$2,109,484.00

Architect	Certification	
C Design Inc. 1000 West Morehead Street Suite 170 Charlotte, NC 28208	This is to certify that the bids tabulated herein were opened at 1:00 pm on the 27th day of July 2023 at Board of Commisioner's Chamber in the Cabarrus County Governmental Center, and that bids were accompanied by acceptable bidder's	TH CARO
t 704.333.0093 f 704.333.0083	bond in the amount of 5% of the bid.	14820 ARCHITECT (A)

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - Library & Active Living Center at Mt. Pleasant and Virginia Foil Park Guaranteed Maximum Price

BRIEF SUMMARY:

County staff to present the Library & Active Living Center at Mt. Pleasant and Virginia Foil Park Guaranteed Maximum Price (GMP), recommended preferred alternate options, and owner's contingency recommendation for approval.

REQUESTED ACTION:

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

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

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Michael Miller, Director of Design and Construction Kyle Bilafer, Assistant County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

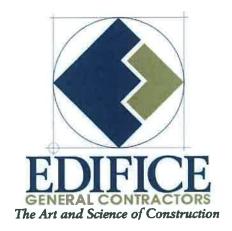
ATTACHMENTS:

GMP Amendment 001

GMP Amendment 001

Construction Services

August 1st, 2023



4111 South Boulevard Charlotte, NC 28209 www.edificeinc.com

GMP Amendment 001 - Table of Contents

- Exhibit A AIA Document GMP Amendment
- Exhibit B AIA Document Insurance and Bonds
- Exhibit C GMP Worksheet
- Exhibit D Clarifications
- Exhibit E Contract Documents Log (drawings & Specifications)
- Certificate of Insurance
- Performance & Payment Bonds

AIA Document A133° – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 7 day of August in the year 2023, is incorporated into the accompanying AIA Document A133TM_2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 3rd day of October in the year 2022 (the "Agreement") (In words, indicate day, month, and year.)

for the following PROJECT: (Name and address or location)

Cabarrus County Library & Active Living Center at Mt. Pleasant and Virginia Foil Park
Washington St
Mt. Pleasant, NC 28124

THE OWNER:

(Name, legal status, and address)

Cabarrus County 65 Church St S Concord, NC 28025 704-920-2100

THE CONSTRUCTION MANAGER: (Name, legal status, and address)

Edifice, LLC
4111 South Boulevard (28209)
Post Office Box 36349
Charlotte, NC 28236
Telephone Number: 704-332-0900
Fax Number: 704-332-0901
North Carolina Contractors License:
General Contractor #10514

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twenty-Three Million Five Hundred and Fifty-Five Thousand Nine Hundred and Seventy-Six Dollars (\$ 23,555,976.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

\$154,590

Original Contract Value for Preconstruction Services

Addition of Construction Services - GMPA 001 \$23,401,386

New Contract Value & Guaranteed Maximum Price \$23,555,976

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement. (Provide itemized statement below or reference an attachment.)

See GMP Worksheet Exhibit - C

- § A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.
- § A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Alternate No. 5 - Storage & Pavilion next to the playground	Add \$281,393 - Accepted
Alternate No. 8 – Six Dugout Covers	Add \$208,197 - Accepted
Owner Preferred Alt No. 1 – Parklex Timber Panels	Add - \$0 - Accepted
Owner Preferred Alt No. 2 - Parklex Timber Siding	Add - \$0 - Accepted
Owner Preferred Alt No. 3 - Johnson Controls Facility Explorer (Fx) system with	Add - \$0 - Accepted
Niagra based Tridium platform for 23 09 23 DDC Systems for HVAC.	
Owner Preferred Alt No. 4 - Addressable Fire Alarm System: Notifier Co.	Add - \$0 - Accepted
Owner Preferred Alt No. 5 - Tile Carpeting: Shaw (CPT-1, CPT-2, CPT-3, CPT-4,	Add - \$0 - Accepted
CPT-5)	
Owner Preferred Alt No. 6 - Musco Sports Lighting at 3 ballfields	Add - \$215,000 - Accepted
Owner Preferred Alt No. 7 - The Toro Company Irrigation Heads	Add - \$0 - Accepted
Owner Preferred Alt No. 9 - Diaper Changing Station: Kola Kare KB300	Add - \$0 - Accepted

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item Price Conditions for Acceptance

To be determined

§ A.1.1.6 Unit prices, if any:

Init.

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

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User Notes: (1095463275)

Site Trade Package Unit Prices

A. Not Used
B. Mass Rock Removed from Site -1,000 Cubic Yards x \$50.00 a cubic yard
C. Trench Rock Removed from Site -1,000 Cubic Yards x \$50.00 a cubic yard
D. Unsuitable Soil Removed from Site & Replaced w/ Imported Fill - 1,000 Cubic Yards x
\$40.00 a cubic yard
Landscape & Irrigation Trade Package Unit Prices

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

E. Drill 100 Vertical Feet (VF) below the required 400 Vertical Feet (VF) drilled well.

§ A.2.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

[NA] The date of execution of this Amendment.

[X] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Work will commence with the required permits and approvals in place and a Notice to Proceed from the Owner.

\$ 2,750 per 100 VF

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] Not later than Four Hundred and Thirteen Days (413) calendar days from the date of commencement of the Work for GMP Amendment 001.

[] By the following date: TBD

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth below. In the event that Construction Manager late is in achieving Substantial Completion of the Work, the Construction Manager shall pay Owner One Thousand dollars (\$1,000.00) per day for each day beyond the date for Substantial Completion that Construction Manager fails to achieve Substantial Completion of the Work.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

Init.

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[1095463275]

3

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

Not Applicable

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Attached Exhibit E - Contract Document Logs

Section

Title

Date

Pages

Price \$5,00.00 \$3,500.00 \$40,000.00 \$110,000.00 \$77,260.00 \$180,000.00 -\$219,640.00 (deduct)

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Attached Exhibit E - Contract Document Logs

Number

Title

Date

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title

Not Applicable. This is not a LEED, Green Globes, or other certified sustainability type project

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price: (Identify each allowance.)

Approved Value Engineering Selection Allowance

ltem	S
1.	Construction Manager at Risk Site Security Fencing Allowance
2.	Construction Manager at Risk Survey & Layout Allowance
3.	Entry and Exterior Building Signage Allowance
4.	Unsuitable Soils & Rock Allowance Included in Site Trade Package 31-001.
	Additional Project Unsuitable Soils & Rock Allowance
6.	Site Furnishings Allowance (Flag Poles, Player Benches, Bleachers, Soccer Goals,
	Trashcans)
7	Playground and Fitness Stations Allowance

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based: (Identify each assumption and clarification.)

Init.

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[1095463275]

4

See Attached Exhibit D - Clarifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information: (List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See the GMP Amendment documents and table of contents for other construction services contract items. Those items include the following:

Cover Page

Table of Contents

- Exhibit A AIA Document A133 2019 Guaranteed Maximum Price Amendment (this document)
- Exhibit B AIA Document A133 Insurance and Bonds
- Exhibit C GMP Worksheet
- Exhibit D Project Clarifications
- Exhibit E Contract Document Logs (P1, P2 &P3)
- Certificate of Insurance
- Payment & Performance Bonds

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

Not Applicable

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mike Downs County Manager

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Michael A. Carlisto Executive Vice President

(Printed name and title)

Init.

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(1095463275)

J



Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the **Third** day of **October** in the year **2022** (In words, indicate day, month and year.)

for the following **PROJECT**: (Name and location or address)

Cabarrus County Library & Active Living Center at Mt. Pleasant and Virginia Foil Park
1111 N. Washington St,
Mt. Pleasant, NC 28124

THE OWNER:

(Name, legal status, and address)

Cabarrus County 65 Church St S Concord, NC 28025

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Edifice, LLC 4111 South Boulevard Charlotte, North Carolina 28209

TABLE OF ARTICLES

- B.1 GENERAL
- **B.2** OWNER'S INSURANCE
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
- B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201TM—2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

- § B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.
- § B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss

Sub-Limit

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: (Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

- § B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.
- § B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.
- § B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

Init.

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the	desc	riptio	pes of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to on(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or ons in the fill point below the selected item.)
]]	§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
	I]	§ B.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
	[]	§ B.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
	ľ.	1	§ B.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
	I]	§ B.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
]]	§ B.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
	1	J	§ B.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional

§ B.2.5 Other Optional Insurance.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

The Owner shall purchase and maintain the insurance selected below.

User Notes:

interest on loans, realty taxes, and insurance premiums over and above normal expenses.

(1664054904)

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ B.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

[] § B.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and 00/00 (\$ 1,000,000.00) each occurrence, Two Million Dollars and 00/00 (\$ 2,000,000.00) general aggregate, and Two Million Dollars and 00/00 (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.
- § B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:
 - .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
 - .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
 - .3 Claims for bodily injury other than to employees of the insured.
 - .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
 - .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
 - .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
 - .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
 - .8 Claims related to roofing, if the Work involves roofing.
 - .9 Claims related to earth subsidence or movement, where the Work involves such hazards.
 - .10 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- § B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars and 00/100 (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.
- § B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § B.3.2.5 Workers' Compensation at statutory limits.
- § B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars and 00/100 (\$ 1,000,000.00) each accident, One Million Dollars and 00/100 (\$ 1,000,000.00) each employee, and One Million Dollars and 00/100 (\$ 1,000,000.00) policy limit.
- § B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks
- § B.3.2.8 Not Used

User Notes:

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than **One Million Dollars and 00/100** (\$ 1,000,000.00) per claim and **Two Million Dollars and 00/100** (\$ 2,000,000.00) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than **One Million Dollars and 00/100** (\$ 1,000,000.00) per claim and **Two Million Dollars and 00/100** (\$ 2,000,000.00) in the aggregate.

§ B.3.2.11 Not Used

§ B.3.2.12 Not Used

Init.

§ B.3.3 Construction Manager's Other Insurance Coverage

than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

Construction Manager will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 2 of the General Conditions.

- § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

§ B.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows: (Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312TM, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312TM, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

User Notes:



Cabarrus County Library & Active Living Center EXHIBIT C - GMP Worksheet GMP Amendment 1

8/1/2023

			GMP Amendment
PKG#	Description	Apparent Low	
01-001	Final Cleaning	Proklean	15,700
Allowance	Site Security Fencing Allowance	In site work scope	5,000
Allowance	Survey and Layout	Allowance	3,500
03-001 FORMAL	Concrete	DSG Concrete	476,200
04-001 FORMAL	Masonry	Seagraves Masonry	373,995
05-001 FORMAL	Steel	Davidson Steel	751,645
06-001	Millwork	Master Kraft	116,695
06-002	Rough Carpentry (Baseball Field Wood Framing)	Mid Atlantic Structures	35,00
07-002	Waterproofing, Insulation, & Air Barrier, Sealant	Alpha Insulation	179,574
07-001 FORMAL	Roofing	AAR of NC	540,000
07-003	Metal Panels	Cynergy	459,554
08-001	Doors, Frames, Hardware	Burgesses	140,950
08-002 FORMAL	Glass and Glazing	1st Choice Glass	736,170
08-003	Overhead Doors	Custom Door & Gate	56,40
09-001 FORMAL	Gypsum Board Systems	Pro Wall	782,000
09-002	Acoustical Ceilings and Ceiling baffles	Sears	179,626
09-004	Tile	Lomax	45,48
09-003/09-006	Flooring	Modular Design	186,600
09-005	Painting and Sealed Concrete (+ Epoxy Floor in baseball)	United	115,745
	Visual Display Surfaces By Owner)	NIC	
10-002	Entry and Building Signage (Allowance)	Allowance	40,00
10-001	Special ties (Partitions, Toilet, Art Wall, Ballet Bar, Tack Boards, Frameless Mirrors, CGs)	P Walls	93,65
10-003	Prefabricated Aluminum Canopies (5 on building 1 at BB Building)	Mitchell Metals	82,80
10-003	Polycarbonate Low Slope Canopy (Top only)	Demat	113,216
11-001	Kitchen Equipment and Appliances	Stafford Smith	66,82
10-001	Window Treatments	commonwealth	16,23
13-001	Pre-Engineered Metal Building	Bartels&AB&CDG	162,091
21-001		Absolute Fire	75,35
22-001 FORMAL	Fire Suppression	PC Jackson	594,530
	Plumbing	Team	761,075
23-001 FORMAL	HVAC		1,792,000
26-001 FORMAL	Electrical	Alleg Elec in electrical 26-001	1,732,000
26-001 FORMAL	Site Electrical		6 640 000
31-001 FORMAL	Site Work	lkes	6,640,000
31-001	Unsuitable Soil and Rock Allowance	Allowance	110,000
32-002	Fencing and Gates	Statesville Fence	229,237
32-001 FORMAL	Landscape & Irrigation	Union Grove	1,115,000
31-002	Site Furnishings (Flag Poles, player benches, bleachers, soccer goals, trash cans)	ALLOWANCE	77,26
Allowance	Allowance for Playground and Fitness Stations	ALLOWANCE	180,000
32-004 FORMAL	Natural Athletic Turf -Baseball/Softball fields with mounds & Bases	Greenscape	571,692
	Baseball/Softball Field Restrooms & Concessions		included in packages above
	Maintenance Building		included in packages above
	Base Bid - Sitework, Libray, ballfield concessions, maintenance building	inc	17,920,81
	Alternates Included in the GMP		
Alternate 5	Storage and Pavilion, next to playground	Accepted - In GMP	281,393
Alternate 8	Six dugout covers	Accepted - In GMP	208,19
	Owner Preferred Alternates Included in the GMP		
Alternate 1	Parklex Timber Panels (carried in base bid see VE tracker)	Accepted - In GMP	In
Alternate 2	Parklex Timber Siding(carried in base bid see VE Tracker):	Accepted - In GMP	In
Alternate 3	Johnsons Controls Facility Explorer (Fx) system with Tridium platform	Accepted - In GMP	In
Alternate 4	Addressable Fire Alarm System: Notifier Co.	Accepted - In GMP	Ir
Alternate 5	Tile Carpeting: Shaw (CPT-1, CPT-2, CPT-3, CPT-4, CPT-5)	Accepted In GMP	Ir
Alternate 6		Accepted In GMP	215,0
	Musco Sports Lighting	Accepted In GMP	215,00
Alternate 7	The Toro Company	Accepted - In GMP	
Alternate 9	Diaper Changing Station: Kola Kare KB300		1040.5
Value Enginnering	Approved VE Selection Allowance Post Bid	Accepted - In GMP	(219,64
	Trade Package & Accepted Alternates Totals		18,405,76
	Estimating Contingency		
	General Conditions		934,32
	CM Contingency		580,20
	Information Technology		51,58
	Tap Fees - By owner		
	Building Permit - By owner		
	Builders Risk - By owner		
	Subcontractor Default Insurance		230,07
			196,01
	General Liability, Pollution Insurance		235,56
	Payment and Performance Bond		20,633,52
	Cost of Work Total		
	CM Fee		1,238,01
	Owner Cont		1,529,84
	GMP Amendment #1 for Construction Services		23,401,38
	Preconstruction Fee		154,59
			23,555,97

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EXHIBIT D CLARIFICATIONS & EXCLUSIONS



General

- 1. This GMP Amendment agreement reconciles the contract to include the full cost of construction as outlined in Exhibit C GMP Worksheet Summary.
- GMP Amendment is based off plans and specifications referenced in Exhibit E.
- 3. Pricing includes all applicable sales taxes.
- 4. Pricing includes all insurances necessary to perform the contract scope of work.
- 5. Pricing includes all Edifice oversite and management.
- 6. Costs for all building permits have not been included in this GMP Amendment. This cost is being carried separately by Cabarrus County (owner).
- 7. All system development fees associated with taps, impacts, development, utilities relocations, utility set up costs & meters have not been included in this GMP Amendment. This cost is being carried separately by Cabarrus County (owner).
- 8. Cost associated with the projects Builders Risk policy is not included in this GMP Amendment. Builders Risk is being carried by Cabarrus County (owner). Copy of this policy
- 9. Cost of bringing any utilities into the site, which includes but is not limited to gas, electric, phone, cable, fiber, and internet have not been included. All services should be brought into the site by the responsible utility entity to a meter or transformer.
- 10. Shown site utilities such as domestic water, fire-line, FDC, site hydrants, sewer, storm water, site electrical and raceways are in the site trade package scope of work.
- 11. Any costs to provide & install a new primary building transformer, power feeds to the transformer from main supply lines near the site, & other associated work to bring power into the site is by the utility company. We have included concrete pads for the transformers and raceways/conduit/sleeves for Duke Energy as shown on the civil drawings. All work associated with the primary underground electrical feed to the transformers (by others) is the responsibility of the utility company (direct bury or wire inside the conduit/sleeves shown on the Civil plans installed by Edifice).
- 12. All work is priced during typical business hours (7am 5pm). Work hours will be coordinated between Edifice, Cabarrus County, and the authorities having jurisdiction.
- 13. We have excluded any abatement or removal of hazardous or contaminated waste/materials if encountered on site or within the administration.
- 14. The following soft cost items are currently not included:
 - a. Testing & special inspections
 - b. Geotechnical Reports or Surveys
 - c. Mold, lead, asbestos, survey, testing, and abatement
 - d. Sound Systems
 - e. Televisions
 - f. Projection Screens
 - g. Security Systems, and Cameras
 - h. Furniture
 - i. Signage (allowance held) & way finding signs.
 - j. Data/Telecom/Structural Cabling with testing. J hooks and cable trays as needed for data cabling will be by telecom subcontract held by the owner.
 - k. Ball Field Scoreboards
 - l. Vinyl wall coverings
- 15. Any NCDOT and required encroachment permits are not included (if required).
- 16. Asphalt prices are subject to escalation based on the current NCDOT pricing index price for AC binder at the time of this amendment.
- 17. Any work associated with the future fire suppression water storge tank and pump has not been included.
- 18. Third party building commissioning is not included. Test & Balance will be by mechanical contractor. Edifice and the mechanical subcontractor will coordinate with the building commissioning agent throughout the project.
- 19. We exclude all references to full-time manufacturer representatives required to be present.
- 20. Pricing is based on an occupancy classification as noted on the plans. Only components related to life safety equipment will have seismic restraint if required. Design and Inspection of any required seismic restraints per the drawings will be by the

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EXHIBIT D CLARIFICATIONS & EXCLUSIONS



- designers and/or third-party inspector.
- 21. Third party UL labeling of any specified item or owner supplied item that does not come labeled is not included.
- 22. A construction contingency has been included. Construction Contingency will be used for various uses during the construction phase of the project which includes but not limited to scope gaps in the bidding of the project, correct deficient work, defaulting subcontractors, unforeseen items, acceleration, items that have been shown but are not shown in full detail, and any other items that the construction manager deems appropriate for the project. Construction contingency requests will be submitted accordingly for acknowledgement and record keeping for Cabarrus County.
- 23. Edifice has carried Owner's Contingency in the amount of \$1,529,846 in this GMP amendment. Any scope additions or changes would be funded by this Owner's Contingency. Fees, bonds, insurance, general conditions, and cost of work items will be added as part of and from within the Owner's Contingency.
- 24. Edifice, LLC has not included any informal submittals. We have included all necessary and required action submittals only transmitted digitally from our project management platforms.
- 25. No security personnel or surveillance systems have been included.
- 26. Subcontractor Default Insurance at a rate of 1.25% has been included.
- 27. We have included a payment and performance bond at rate of 1% of the total contract value.
- 28. We have included costs associated with the mockup if a mockup is shown in the project construction documents. The mockup shall be for constructability and workmanship review, not for review and release of materials. Project material selections should be complete prior to this mockup. Non long lead time material selections within the mockup can be amended accordingly by the project team.
- 29. We have excluded separate interior finish selection mock-ups. Mock-up areas can become part of completed work.
- 30. We have excluded costs associated with street closings or traffic control operations on NCDOT roads.
- 31. LEED requirements and or project registration fees are not included. This is not a LEED certified, Green Globes, or a sustainable certified project of any sort.
- 32. Gas service to the building and meter is by the utility supplier. Edifice will coordinate with utility companies as necessary (if gas shown on the drawings).
- 33. We have not included any third-party photographic documentation for preconstruction, periodic construction, or final completion. Edifice will take progress photos and videos throughout the project and share as requested.
- 34. Closeout procedures, demonstration and training format and turnover will be mutually agreed between Edifice and Cabarrus County.
- 35. We have excluded camera inspections of existing utilities if required.
- 36. We have not included any underpinning or shoring systems. None shown on drawings.
- 37. We have not included any dewatering systems. None shown on drawings.
- 38. Removal or re-routing of unknown/unidentified underground utilities and structures is excluded unless indicated on the plans.
- 39. No deep foundations or ground improvement systems have been included; it is assumed that the existing areas have adequate bearing pressure for new structures per the drawings.
- 40. We have not included any remedial work to be done to the subgrade to achieve the proper bearing capacity. This includes mechanically drying, lime concrete stabilization. Existing soil capacity is assumed to meet design requirements for both drives and building pads.
- 41. GMP does not include the import of topsoil. Existing topsoil to be stripped and stockpiled on site and respread at landscape areas. Excess topsoil haul off is included, import of off-site topsoil not included.
- 42. Retaining wall design by professional engineer licensed in the state of NC is included. Cost of retaining wall permit is included. Testing of backfill material and inspections is by others.
- 43. The soccer fields will be fine graded. Debris removed and seeded per the plans.
- 44. The window boxes on the exterior of the library are included in this GMP. The plants in these boxes are not included and by others.
- 45. Ballfield movable pitching mounds, bases with sleeves are included.
- 46. The concrete slab on grade at the ball field concessions are included and priced based on the P2 package (Morris Berg Structural drawings).
- 47. Spray material fire proofing is not included. None shown on the documents.
- 48. Toro irrigation heads are included in this GMP Amendment.
- 49. No provisions have been included for concrete admixtures if required for schedule acceleration.
- 50. No provisions have been included for climate control to install concrete in inclement weather or during lower temperatures.
- 51. Wet curing of concrete has been excluded.

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EXHIBIT D CLARIFICATIONS & EXCLUSIONS



- 52. We have excluded sandblasting or a fine texture rub/patch finish of any concrete. None has been shown or called for on the plans.
- 53. Drywall costs are based on a level 4 finish for walls and ceilings exposed to view. Level 5 finish will be provided if clearly defined locations are shown on the contract documents.
- 54. We have excluded any vapor or moisture mitigation products if required to be installed over concrete surfaces to achieve adhesion with floor finish material.
- 55. We have included only interior signage required to achieve a certificate of occupancy. Signage package and directories including building & address signage and site way finding signage is by others. Reference signage allowance being carried for this work. All room signage will be covered by the signage allowance. The signage package should be coordinated as a project team in advance to be installed prior to substantial completion.
- 56. A sprinkler system per plans has been included which is based on an adequate water supply and pressure being available to the site. No provisions for a fire pump, storage tank or enclosure have been included. No additional off-site utility work to get to an adequate source has been included. Dry system and or dry heads have not been included (not shown).
- 57. We have excluded heat tracing of below grade piping unless specifically indicated on the plans.
- 58. We have not included temporary or permanent equipment to condition air for drywall installation or any other products or systems prior to the running of permanent HVAC equipment. Job site conditions will be evaluated as needed during construction. If additional equipment or measures are needed for certain work to take place the owner, architect and Edifice will review all options on how this can be achieved. Drywall will be installed prior to having conditioned air in the building. Edifice will make sure areas are dry and protected from weather elements and will remove and replace any damaged or wet drywall affected by weather.
- 59. GMP is based on the following items provided and installed by the owner: Security, voice and data, cameras, Audio-video systems, projectors mounts, speakers, CATV, Structured cabling (Data cabling), TV's, furniture, and fixtures. Conduit for low voltage is included per the plans. Conduit raceways will be provided at all inwall locations, hard ceiling and open ceiling areas to the closest accessible ceiling location. Pathways and J hooks above accessible ceilings are by the data subcontract which is outside this scope of work.
- 60. Site parking lot lighting is excluded. All parking lot site lighting will be furnished and installed by utility provider and leased back to building end users. Edifice will provide underground conduit for these lights as shown on the civil drawings.
- 61. Edifice includes rough-in of all boxes, raceway conduit (provided with pull stings), etc. as shown in the contract documents for audio visual, security, telecom/data, and telephone only. Edifice has excluded all low voltage wiring, front-end equipment and finish devices including but not limited to; CAT6, fiber, network/security and AV cabling, cameras, projector screens, speakers, network/data/av/phone/coaxial cable outlets, racks, TV's, patch panels, card readers, wireless access points, etc.
- 62. We have included a fire alarm system. This includes all conduit, wiring, and devices that were indicated on the bid documents. We have excluded allowances for additional devices if required by fire marshal or other authority having jurisdiction.
- 63. If an Allowance is used up, Edifice reserves the right, with approval from the County, to utilize unused funds from other allowances. If all Allowances are exceeded, Edifice reserves the right to negotiate in good faith with the County on additional funds to satisfy the work associated with those allowances.
- 64. Edifice includes the right to discuss, negotiate, and resolve any items in the specifications that are not directly specific or applicable to the project. In other words, if "canned" or "non-applicable" items are included in the specifications, Edifice will not be held responsible for them.
- 65. Pricing is based on a minimum of three acceptable manufacturers for each product or component unless an owner preferred alternate has been accepted. The basis of design specifications is to include three acceptable specific products with accompanying model or part number. The three products should all perform in a way acceptable to the Owner and Designers. This clarification is included to help the trade contractors pricing and promote competition amongst the specified items.
- 66. Edifice has included the provisions of Division 01 from the specifications that are provided and required by Cabarrus County. Our contract is with Cabarrus County and not the Designers. Therefore, if any requirements or stipulations were added to or included in Division 01 by the Designers, and not agreed upon by Edifice, Edifice has not included any of those items and will not be required to adhere to those items.
- 67. Subcontractor pricing is being held 120 calendar days from bid opening.
- 68. All exterior aluminum colors and finishes should be per the manufacturer's standard finishes.

1111 N. Washington St. Mt. Pleasant, NC 28134

8/1/2023

EXHIBIT D CLARIFICATIONS & EXCLUSIONS



- 69. Walk off mats on roof are included at the roof hatch, and access side of RTU's.
- 70. Interior manual roller shades by Hunter Douglas are included at the locations shown on the drawings.
- 71. The weather barrier assembly included is Masterseal 660I fluid-applied moisture barrier in adherence with Permeance Specifications of the project.
- 72. The metal canopies will be provided with a Kynar finish.
- 73. Watering of plants and grasses has been included until substantial completion is achieved.
- 74. The following items have been accepted in the value management cost exercise. These items will be incorporated into this GMP Amendment
 - a. Raise Soccer Fields and Lower Parking lot 1 foot. Target VE Cost savings for this item is \$175,000.
 - Remove wood blocking at parapets and replace with tapered insulation. Target VE Cost savings for this item is \$5,000.00
 - c. Remove 5/8" coverboard from the library roof system. Target VE Cost savings for this item is \$22,000.
 - d. Furnish and Install Certainteed SC-1 inlieu of Armstrong option. Target VE Cost savings for this item is \$8,530.
 - e. Use THHN aluminum feeder in lieu of THHN copper. Target VE Cost savings for this item is \$9,110.



Job Name: Cabarrus County Park and Library Package 1 Virginia Foil Park Exhibit E: Index of Drawings

TYPE	DRAWING NUMBER	TITLE	ISSUE DATE	ADD #1	ADD #2	E# DDA	ADD#4	LATEST DATE
		SITE						
CIVIL		Schedule of Drawings	5/15/202	23	06/07	/23		06/07/2
CIVIL	1	Survey (Sheet 1 of 2)	5/15/202	23	06/07	/23		05/07/2
IVIL	2	Survey (Sheet 2 of 2)	5/15/202		06/06			06/06/2
CIVIL	P1-C100	EXISTING CONDITIONS & DEMOLITION PLAN - OVERALL	5/15/202		06/06			06/06/2
CIVIL	P1-C101	EXISTING CONDITIONS & DEMOLITION PLAN - WEST	5/15/202		06/06			06/06/2
CIVIL	P1-C102	EXISTING CONDITIONS & DEMOLITION PLAN - EAST	5/15/202		06/06			06/06/2
		SITE PLAN - OVERALL	5/15/202		06/06			06/06/2
CIVIL	P1 -C200		5/15/202		06/06			06/06/2
CIVIL	P1 -C201	SITE PLAN ENLARGEMENT - WEST	5/15/202		06/06			06/06/2
CIVIL	P1 -C202	SITE PLAN ENLARGEMENT - EAST						06/06/2
CIVIL	P1 -C300	EROSION CONTROL NOTES & SEQUENCE	5/15/202		06/05			
CIVIL	P1 -C301	EROSION CONTROL PLAN - PRE DEVELOPMENT - WEST	5/15/202		06/06			06/06/2
CIVIL	P1 -C302	EROSION CONTROL PLAN - PRE DEVELOPMENT - EAST	5/15/207		06/06			06/06/2
CIVIL	P1 -C303	EROSION CONTROL PLAN - POST DEVELOPMENT - WEST	5/15/202		06/06			06/06/2
CIVIL	P1 -C304	EROSION CONTROL PLAN - POST DEVELOPMENT - EAST	5/15/202		06/05			06/06/2
CIVIL	P1 -C305	GRADING & DRAINAGE PLAN - OVERALL	5/15/202	23	06/06	/23		06/06/2
CIVIL	P1-C306	GRADING & DRAINAGE PLAN ENLARGEMENT - WEST	5/15/207	23	06/06	/23		06/06/2
CIVIL	P1 -C307	GRADING & DRAINAGE PLAN ENLARGEMENT - EAST	5/15/202	23	06/06	/23		06/06/2
CIVIL	P1 -C308	SCM 01 DETAILS	5/15/202	23	06/06	/23		06/06/2
CIVIL	P1 -C309	SCM 02 DETAILS	5/15/202		06/06	/23		06/06/2
CIVIL	P1 -C400	UTILITY PLAN - OVERALL	5/15/202		05/05			05/06/2
		UTILITY PLAN ENLARGEMENT - WEST	5/15/202		06/06			06/06/2
CIVIL	P1 -C401		5/15/202		06/06			06/06/2
CIVIL	P1 -C402	UTILITY PLAN ENLARGEMENT - EAST	5/15/202		06/06			06/06/2
CIVIL	P1 -C403	SEWER PLAN & PROFILE			06/06			06/06/2
CIVIL	P1 -C500	SITE CONSTRUCTION DETAILS	5/15/202					
CIVIL	P1 -C501	SITE CONSTRUCTION DETAILS	5/15/20		06/06			06/06/2
CIVIL	P1 -C502	SITE CONSTRUCTION DETAILS	5/15/202		06/06			06/06/2
CIVIL	P1 -C503	SITE CONSTRUCTION DETAILS	5/15/202		06/06			06/06/2
CIVIL	P1 -C504	SITE CONSTRUCTION DETAILS	5/15/202	23	06/06	/23		06/06/2
CIVIL	P1 -C505	SITE CONSTRUCTION DETAILS	5/15/202	23	06/06	/23		06/06/2
CIVIL	P1 -C506	SITE CONSTRUCTION DETAILS	5/15/202	23	06/06	/23		06/06/2
CIVIL	P1 -C507	SITE CONSTRUCTION DETAILS	5/15/202		06/06	/23		06/06/2
		SITE CONSTRUCTION DETAILS	5/15/202		06/06			06/06/2
CIVIL	P1 -C508		5/15/20		06/06			06/05/2
CIVIL	P1 -C600	LANDSCAPE PLAN - OVERALL			06/06			06/06/2
CIVIL	P1 -C601	LANDSCAPE PLAN ENLARGEMENT - WEST	5/15/202					06/06/2
CIVIL	P1 -C602	LANDSCAPE PLAN ENLARGEMENT - EAST	5/15/202		06/06			
CIVIL	P1 -C603	LANDSCAPE DETAILS	5/15/20:	23	06/06	/23		06/06/2
			m (am (am		ne lac	100		ne ine in
DEVELOPMENT	P1 -DA-1	PRE DEVELOPMENT DRAINAGE MAP	5/15/202		06/06			06/06/2
DEVELOPMENT	P1 -DA-2	POST DEVELOPMENT DRAINAGE MAP	5/15/20		06/06			06/06/2
DEVELOPMENT	P1-DA-3	COMPONENT DEVELOPMENT DRAINAGE MAP	5/15/20	23	06/06	/23		06/06/2
			- to- to-			ta a		ac los la
ELECTRICAL	P1 -E-001	ELECTRICAL COVER SHEET	5/15/20		06/07	/23		06/07/2
ELECTRICAL	P1 -E-101	ELECTRICAL - SITE DISTRIBUTION PLAN	5/15/20:					05/15/2
ELECTRICAL	P1 -E-102	ELECTRICAL - SITE PHOTOMETRIC PLAN	5/15/202	23				05/15/2
ELECTRICAL	P1 -E-103	ELECTRICAL - SITE SIGN LIGHTING PLAN	5/15/20	23				05/15/2
ELECTRICAL	P1 -E-601	ELECTRICAL - POWER RISER DIAGRAM AND SCHEDULES	5/15/20	23	06/07	/23		06/07/2
ELECTRICAL	P1-E-601A	ELECTRICAL - POWER RISER DIAGRAM AND SCHEDULES - BID ALTERNATE #3	6/7/202	23	06/07	/23		06/07/2
ELECTRICAL	P1-E-901	ELECTRICAL - SPECIFICATIONS	5/15/20					05/15/2
COCCINONE	71-0-501							
IDDICATION	P1 -IR-1	IRRIGATION PLAN	5/15/202	23				05/15/2
IRRIGATION		IRRIGATION PLAN	5/15/20					05/15/2
IRRIGATION	P1 -IR-2		5/15/20					05/15/2
IRRIGATION	P1 -IR-3	IRRIGATION DETAILS						05/15/2
IRRIGATION	P1 -IR-4	IRRIGATION DETAILS	5/15/20					
IRRIGATION	P1 -IR-5	IRRIGATION DETAILS	5/15/20					05/15/2
IRRIGATION	P1 -IR-6	IRRIGATION DETAILS	5/15/20					05/15/2
IRRIGATION	P1 -IR-7	IRRIGATION DETAILS	5/15/20	23				05/15/2
STRUCTURAL	P1 -S-100	DUGOUT PLANS, NOTES, SECTIONS, AND DETAILS	5/3/200	23		_	-	05/03/2
		Addendum 1 – May 26, 2023	0.1	0.1				
		Addendum 2 - June 9, 2023						
		Addendum 3 – June 13, 2023						
		Addendum 4 – June 14, 2023						



Job Name: Cabarrus County Park and Library Package 1 Virginia Foil Park Exhibit E: Specifications

ТУРЕ	SPEC NUMBER	TITLE	ISSUE DATE ADD #1 ADD	0 #2 ADD #3	ADD #4	LATEST DATE
05 - STEEL	05 52 13	PIPE AND TUBE RAILINGS	5/16/2023			05/16/23
10 - SPECIALTIES	10 73 00	SITE AND STREET SHELTERS	5/16/2023			05/16/23
10 - SPECIALTIES	10 75 00	FLAGPOLES	5/16/2023			05/16/23
31 - FARTHWORK	31 10 00	SITE CLEARING	5/16/2023			05/16/23
31 - EARTHWORK	31 20 00	EARTH MOVING	5/16/2023			05/16/23
31 - EARTHWORK	31 20 20	EROSION CONTROL	5/16/2023			05/16/23
31 - EARTHWORK	31 23 19	DEWATERING	5/16/2023			05/16/23
31 - EARTHWORK	31 31 16	TERMITE CONTROL	5/16/2023			05/16/23
32 - EXTERIOR IMPROVEMENTS	32 12 16	ASPHALT PAVING	5/16/2023			05/16/23
32 - EXTERIOR IMPROVEMENTS	32 13 13	CONCRETE PAVING	5/16/2023			05/16/23
32 - EXTERIOR IMPROVEMENTS	32 13 73	CONCRETE PAVING JOINT SEALANTS	5/16/2023			05/16/23
32 - EXTERIOR IMPROVEMENTS	32 17 23	PAVEMENT MARKINGS	5/16/2023			05/16/23
32 - EXTERIOR IMPROVEMENTS	32 18 13	SYNTHETIC GRASS SURFACING	5/16/2023			05/16/23
32 - EXTERIOR IMPROVEMENTS	32 18 16.13	PLAYGROUND PROTECTIVE SURFACING	5/16/2023			05/16/23
32 - EXTERIOR IMPROVEMENTS	32 31 13	CHAIN LINK FENCES AND GATES	5/16/2023			05/16/23
32 - EXTERIOR IMPROVEMENTS	32 32 16	PRECAST MODULAR BLOCK RETAINING WALL	5/16/2023			05/16/23
32 - EXTERIOR IMPROVEMENTS	32 84 00	IRRIGATION WELLS	5/16/2023			05/16/23
32 - EXTERIOR IMPROVEMENTS	32 92 00	TURF & GRASSES	5/16/2023			05/16/23
32 - EXTERIOR IMPROVEMENTS	32 92 00	ATHLETIC FIELD TURF & GRASS	5/16/2023			05/16/23
32 - EXTERIOR IMPROVEMENTS	32 93 00	PLANTS	5/16/2023			05/16/23
33 - UTILITIES	33 05 00	COMMON WORK RESULTS FOR UTILITIES	5/16/2023			05/16/23
33 - UTILITIES	33 14 17	SITE WATER UTILITY SERVICE LATERALS	5/16/2023			05/16/23
33 - UTILITIES	33 41 00	STORM UTILITY DRAINAGE PIPING	5/16/2023			05/16/23
		- Committee of the Comm	5/16/2023			05/16/23



Job Name: Cabarrus County Park and Library Package 2 Amenity Buildings Exhibit E: Index of Drawings

TYPE	DRAWING NUMBER	TITLE	ISSUE DATE ADD #1	ADD #2 ADD #3 A	DD #4 LATEST DATE
	***************************************	AMENITIES			
SENERAL	P2 -CS100	COVER SHEET	3/15/2023		03/15/2
		APPENDIX B & LIFE SAFETY PLAN - BASEBALL FIELDS	3/15/2023		03/15/2
ENERAL	P2 -L5100		3/15/2023		03/15/2
ENERAL	P2 -LS101	APPENDIX B & LIFE SAFETY PLAN - SOCCER FIELDS			03/15/2
SENERAL	P2 -LS102	APPENDIX B & LIFE SAFETY PLAN - STORAGE	3/15/2023		
GENERAL	P2 -LS103	APPENDIX B & LIFE SAFETY PLAN - STORAGE & PAVILION	3/15/2023		03/15/2
GENERAL	P2 -LS200	PARTITION TYPES - TYPICAL DETAILS	3/15/2023		03/15/2
ARCHITECTURAL	P2 -A200	FLOOR PLANS - BASEBALL FIELDS	3/15/2023		03/15/23
ARCHITECTURAL	P2 -A201	FLOOR PLAN - SOCCER FIELDS (ALTERNATE NO P2-1)	3/15/2023		03/15/2
ARCHITECTURAL	P2 -A202	FLOOR PLAN - STORAGE	3/15/2023		03/15/2
	P2 -A203	STORAGE & PAVILION	3/15/2023		03/15/2
ARCHITECTURAL		EXTERIOR ELEVATIONS - BASEBALL FIELDS	3/15/2023		03/15/2
ARCHITECTURAL	P2 -A500		3/15/2023		03/15/2
ARCHITECTURAL	P2 -A501	EXTERIOR ELEVATIONS - SOCCER FIELD			03/15/2
ARCHITECTURAL	P2 -A502	EXTERIOR ELEVATIONS - STORAGE	3/15/2023		
ARCHITECTURAL	P2 -A503	EXTERIOR ELEVATIONS - PAVILION	3/15/2023		03/15/2
ARCHITECTURAL	P2 -A600	BUILDING SECTIONS	3/15/2023		03/15/2
ARCHITECTURAL	P2 -A800	WALL SECTIONS	3/15/2023		03/15/2
ARCHITECTURAL	P2-AB01	WALL SECTIONS	3/15/2023		03/15/2
	P2 -A1001	2D STANDARD AND ADA MOUNTING HEIGHTS AND DIMENSIONS	3/15/2023		03/15/2
ARCHITECTURAL			3/15/2023		03/15/2
ARCHITECTURAL	P2 -A1200	DOOR SCHEDULE & DETAILS			03/15/2
ARCHITECTURAL	P2 -A1300	FINISH SCHEDULE, FINISH PLANS, AND DETAILS	3/15/2023		U.J. 1.J. E.
			- 1-1		no les los
STRUCTURAL	P2 -S101	PLANS, SECTION, AND NOTES-BASEBALL FIELD	3/15/2023		03/15/2
STRUCTURAL	P2-S102	PLANS, SECTION, AND NOTES-SOCCER FIELD	3/15/2023		03/15/2
STRUCTURAL	P2 -S103	PLANS, SECTION, AND NOTES-PEMB STORAGE	3/15/2023		03/15/23
STRUCTURAL	P2-S104	PLANS, SECTION, AND NOTES-STORAGE & PAVILION	3/15/2023		03/15/2
		WALL SECTIONS	3/15/2023		03/15/23
STRUCTURAL	P2 -S105		3/15/2023		03/15/2
STRUCTURAL	P2 -S106	WALL SECTIONS	3/13/2023		
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PLUMBING	P2 -P001	PLUMBING - GENERAL NOTES AND LEGENDS	3/15/2023		03/15/2
PLUMBING	P2 -P101	PLUMBING - WASTE & VENT PLAN	3/15/2023		03/15/2
PLUMBING	P2 -P102	PLUMBING - WATER PLAN	3/15/2023		03/15/23
PLUMBING	P2 -P501	PLUMBING - RISERS	3/15/2023		03/15/23
		PLUMBING - RISERS	3/15/2023		03/15/23
PLUMBING	P2 -P502		3/15/2023		03/15/23
PLUMBING	P2 -P701	PLUMBING + DETAILS	3/15/2023		03/15/2
PLUMBING	P2 -P801	PLUMBING - SPECIFICATIONS	3/13/2023		03/13/2
			- 1-5 10 000		02/15/2
MECHANICAL	P2 -M001	MECHANICAL - GENERAL NOTES AND LEGENDS	3/15/2023		03/15/2
MECHANICAL	P2 -M101	MECHANICAL - FLOOR PLAN	3/15/2023		03/15/2
MECHANICAL	P2 -M801	MECHANICAL - SPECIFICATIONS	3/15/2023		03/15/2
ELECTRICAL	P2 -E001	ELECTRICAL - GENERAL NOTES AND LEGENDS	3/15/2023		03/15/2
	P2 -EP010	ELECTRICAL - SITE PLAN	3/15/2023		03/15/2
ELECTRICAL			3/15/2023		03/15/2
ELECTRICAL	P2 -EP101	ELECTRICAL - FLOOR PLANS - BASEBALL FIELD	3/15/2023		03/15/2
ELECTRICAL	P2 -EP102	ELECTRICAL - FLOOR PLANS - SOCCER FIELD			03/15/2
ELECTRICAL	P2 -EP103	ELECTRICAL - FLOOR PLANS - STORAGE	3/15/2023		
ELECTRICAL	P2 -E601	ELECTRICAL - PANEL SCHEDULES	3/15/2023		03/15/2
ELECTRICAL	P2 -E602	ELECTRICAL - SCHEDULES & RISER DIAGRAMS	3/15/2023	06/08/23	06/08/2
ELECTRICAL	P2 -E701	ELECTRICAL - DETAILS	3/15/2023		03/15/2
ELECTRICAL	P2 -E801	ELECTRICAL - SPECIFICATIONS	3/15/2023	06/08/23	06/08/2
LELCHOOL	12 2002				
		Addendum 1 – May 26, 2023			
		Addendum 2 - June 9, 2023			
		Addendum 3 – June 13, 2023			
		Addendum 4 – June 14, 2023			
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Job Name: Cabarrus County Park and Library Package 2 Amenity Buildings Exhibit E: Specifications

TYPE	SPEC NUMBER	TITLE	ISSUE DATE ADD #1 ADD #	2 ADD #3	ADD #4	LATEST DATE
D4 - MASONRY	042000	UNIT MASONRY	5/15/2023			05/15/23
OS - STEEL	055000	METAL FABRICATIONS	5/15/2023			05/15/23
06 - WOOD, PLASTICS AND COMPOSITES	061000	ROUGH CARPENTRY	5/15/2023			05/15/23
DE - WOOD, PLASTICS AND COMPOSITES	061600	SHEATHING	5/15/2023			05/15/23
07 - THERMAL AND MOISTURE PROTECTION	072100	THERMALINSULATION	5/15/2023			05/15/23
07 - THERMAL AND MOISTURE PROTECTION	072725	FLUID-APPLIED MEMBRANE AIR BARRIERS	5/15/2023			05/15/23
07 - THERMAL AND MOISTURE PROTECTION	074646	FIBER-CEMENT SIDING	5/15/2023			05/15/23
07 - THERMAL AND MOISTURE PROTECTION	075423	THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING	5/15/2023			05/15/23
07 - THERMAL AND MOISTURE PROTECTION	077100	ROOF SPECIALTIES	5/15/2073			05/15/23
07 - THERMAL AND MOISTURE PROTECTION	079219	JOINT SEALANTS	5/15/2023			05/15/23
DE - OPENINGS	081113	HOLLOW METAL DOORS AND FRAMES	5/15/2023			05/15/23
08 - OPENINGS	083113	ACCESS DOORS AND FRAMES	5/15/2023			05/15/23
DB - OPENINGS	083313	COILING COUNTER DOORS	5/15/2023			05/15/23
08 - OPENINGS	083323	OVERHEAD COILING DOORS	5/15/2023			05/15/23
OR - OPENINGS	087100	DOOR HARDWARE	5/15/2023			05/15/23
09 - FINISHES	092900	GYPSUM BOARD	5/15/2023			05/15/23
09 - FINISHES	096723	RESINOUS FLOORING	5/15/2023			05/15/23
09 - FINISHES	099113	EXTERIOR PAINTING	5/15/2023			05/15/23
09 - FINISHES	099123	INTERIOR PAINTING	5/15/2023			05/15/23
10 - SPECIALTIES	101419	DIMENSIONAL LETTER SIGNAGE	5/15/2023			05/15/23
10 - SPECIALTIES	101423	PANEL SIGNAGE	5/15/2023			05/15/23
10 - SPECIALTIES	102113.14	STAINLESS STEEL TOILET COMPARTMENTS	5/15/2023			05/15/23
10 - SPECIALTIES	102800	TOILET BATH & LAUNDRY ACCESSORIES	5/15/2023			05/15/23
10 - SPECIALTIES	104416	FIRE EXTINGUISHERS	5/15/2023			05/15/23
10 - SPECIALTIES	107301	ALUMINUM WALL HUNG CANOPIES	5/15/2023			05/15/23
12 - FURNISHINGS	123616	METAL COUNTERTOPS	5/15/2023			05/15/23
13 - SPECIAL CONSTRUCTION	133419	METAL BUILDING SYSTEMS	5/15/2023			05/15/23



Job Name: Cabarrus County Park and Library Package 1 Virginia Foil Park Exhibit E: Index of Drawings

TYPE	DRAWING NUMBER	TITLE	ISSUE DATE ADD #1	ADD #2 ADD #3	ADD #4	LATEST DATE
111.0		SITE				
CIVIL		Schedule of Drawings	5/15/2023	06/07/23		06/07/23
CIVIL	1	Survey (Sheet 1 of 2)	5/15/2023	06/07/23		06/07/23
CIVIL	2	Survey (Sheet 2 of 2)	5/15/2023	06/05/23		06/06/2
	P1-C100	EXISTING CONDITIONS & DEMOLITION PLAN - OVERALL	5/15/2023	06/06/23		06/06/2
CIVIL		EXISTING CONDITIONS & DEMOLITION PLAN - WEST	5/15/2023	06/06/23		06/06/2
CIVIL	P1 -C101	EXISTING CONDITIONS & DEMOLITION PLAN - WEST	5/15/2023	06/06/23		05/06/2
CIVIL	P1 -C102					06/06/2
CIVIL	P1 -C200	SITE PLAN - OVERALL	5/15/2023	06/06/23		
CIVIL	P1 -C201	SITE PLAN ENLARGEMENT - WEST	5/15/2023	06/06/23		06/05/23
CIVIL	P1 -C202	SITE PLAN ENLARGEMENT - EAST	5/15/2023	06/06/23		06/06/2
CIVIL	P1 -C300	EROSION CONTROL NOTES & SEQUENCE	5/15/2023	06/06/23		06/06/2
CIVIL	P1 -C301	EROSION CONTROL PLAN - PRE DEVELOPMENT - WEST	5/15/2023	06/05/23		06/06/2
CIVIL	P1 -C302	EROSION CONTROL PLAN - PRE DEVELOPMENT - EAST	5/15/2023	06/06/23		06/06/23
CIVIL	P1 -C303	EROSION CONTROL PLAN - POST DEVELOPMENT - WEST	5/15/2023	06/06/23		06/06/23
CIVIL	P1 -C304	EROSION CONTROL PLAN - POST DEVELOPMENT - EAST	5/15/2023	06/06/23		05/05/23
CIVIL	P1 -C305	GRADING & DRAINAGE PLAN - OVERALL	5/15/2023	06/06/23		06/06/23
		GRADING & DRAINAGE PLAN FOVERALE GRADING & DRAINAGE PLAN ENLARGEMENT - WEST	5/15/2023	06/06/23		06/06/2
CIVIL	P1 -C306			06/06/23		06/06/2
CIVIL	P1 -C307	GRADING & DRAINAGE PLAN ENLARGEMENT - EAST	5/15/2023			
CIVIL	P1 -C308	SCM 01 DETAILS	5/15/2023	06/06/23		06/06/23
CIVIL	P1 -C309	SCM 02 DETAILS	5/15/2023	06/06/23		06/06/23
CIVIL	P1 -C400	UTILITY PLAN - OVERALL	5/15/2023	06/06/23		06/06/2
CIVIL	P1 -C401	UTILITY PLAN ENLARGEMENT - WEST	5/15/2023	05/06/23		06/06/2
CIVIL	P1 -C402	UTILITY PLAN ENLARGEMENT - EAST	5/15/2023	06/06/23		06/06/2
CIVIL	P1 -C403	SEWER PLAN & PROFILE	5/15/2023	06/06/23		06/06/2
CIVIL		SITE CONSTRUCTION DETAILS	5/15/2023	06/06/23		06/06/23
	P1 -C500		5/15/2023	06/06/23		06/06/23
CIVIL	P1 -C501	SITE CONSTRUCTION DETAILS		06/06/23		06/06/23
CIVIL	P1 -C502	SITE CONSTRUCTION DETAILS	5/15/2023			
CIVIL	P1 -C503	SITE CONSTRUCTION DETAILS	5/15/2023	06/06/23		06/06/23
CIVIL	P1 -C504	SITE CONSTRUCTION DETAILS	5/15/2023	06/06/23		06/06/23
CIVIL	P1 -C505	SITE CONSTRUCTION DETAILS	5/15/2023	06/06/23		06/06/23
CIVIL	P1 -C506	SITE CONSTRUCTION DETAILS	5/15/2023	06/06/23		06/06/23
CIVIL	P1 -C507	SITE CONSTRUCTION DETAILS	5/15/2023	06/06/23		06/06/2
		SITE CONSTRUCTION DETAILS	5/15/2023	06/06/23		06/06/23
CIVIL	P1 -C508		5/15/2023	06/06/23		05/05/2
CIVIL	P1-C600	LANDSCAPE PLAN - OVERALL	5/15/2023	06/06/23		06/06/2
CIVIL	P1 -C601	LANDSCAPE PLAN ENLARGEMENT - WEST				
CIVIL	P1 -C602	LANDSCAPE PLAN ENLARGEMENT - EAST	5/15/2023	06/06/23		06/06/23
CIVIL	P1 -C603	LANDSCAPE DETAILS	5/15/2023	06/06/23		06/06/2
DEVELOPMENT	P1-DA-1	PRE DEVELOPMENT DRAINAGE MAP	5/15/2023	06/06/23		06/06/2
DEVELOPMENT	P1 -DA-2	POST DEVELOPMENT DRAINAGE MAP	5/15/2023	06/06/23		05/06/23
DEVELOPMENT	P1 -DA-3	COMPONENT DEVELOPMENT DRAINAGE MAP	5/15/2023	06/06/23		06/06/23
DEVELOT WILLIAM	12 0113					
CICCTOICAL	D1 C 001	ELECTRICAL COVER SHEET	5/15/2023	06/07/23		06/07/23
ELECTRICAL	P1 -E-001		5/15/2023	00,01,00		05/15/23
ELECTRICAL	P1 -E-101	ELECTRICAL - SITE DISTRIBUTION PLAN				05/15/2
ELECTRICAL	P1 -E-102	ELECTRICAL - SITE PHOTOMETRIC PLAN	5/15/2023			
ELECTRICAL	P1 -E-103	ELECTRICAL - SITE SIGN LIGHTING PLAN	5/15/2023			05/15/23
ELECTRICAL	P1 -E-601	ELECTRICAL - POWER RISER DIAGRAM AND SCHEDULES	5/15/2023	06/07/23		06/07/2
ELECTRICAL	P1 -E-601A	ELECTRICAL - POWER RISER DIAGRAM AND SCHEDULES - BID ALTERNATE #3	6/7/2023	06/07/23		06/07/2
ELECTRICAL	P1 -E-901	ELECTRICAL - SPECIFICATIONS	5/15/2023			05/15/2
IRRIGATION	P1 -IR-1	IRRIGATION PLAN	5/15/2023			05/15/2
		IRRIGATION PLAN	5/15/2023			05/15/2
IRRIGATION	P1 -IR-2		5/15/2023	S 100		05/15/2
IRRIGATION	P1 -IR-3	IRRIGATION DETAILS	5/15/2023	- 11		05/15/2
IRRIGATION	P1 -IR-4	IRRIGATION DETAILS				05/15/2
IRRIGATION	P1 -IR-5	IRRIGATION DETAILS	5/15/2023			
IRRIGATION	P1 -IR-6	IRRIGATION DETAILS	5/15/2023			05/15/2
IRRIGATION	P1 -IR-7	IRRIGATION DETAILS	5/15/2023			05/15/2
STRUCTURAL	P1 -5-100	DUGOUT PLANS, NOTES, SECTIONS, AND DETAILS	5/3/2023			05/03/2
3111001010		Bid Package Manual Dated 5.23.23				
		Addendum 1 – May 26, 2023	0			
		Addendum 2 - June 9, 2023				
		Addendum 3 – June 13, 2023				
		Addendum 4 – June 14, 2023				



Job Name: Cabarrus County Park and Library Package 1 Virginia Foil Park Exhibit E: Specifications

ТУРЕ	SPEC NUMBER	TITLE	ISSUE DATE ADD	#1 ADD #2	ADD #3	ADD #4	LATEST DATE
OS - STEEL	05 52 13	PIPE AND TUBE RAILINGS	5/16/2023				05/16/23
			-04735004				000000
10 - SPECIALTIES	10 73 00	SITE AND STREET SHELTERS	5/16/2023				05/16/23
10 - SPECIALTIES	10 75 00	FLAGPOLES	5/16/2023				05/16/23
31 - EARTHWORK	31 10 00	SITE CLEARING	5/16/2023				05/16/23
31 - FARTHWORK	31 20 00	EARTH MOVING	5/16/2023				05/16/23
31 - EARTHWORK	31 20 20	EROSION CONTROL	5/16/2023				05/16/23
31 - EARTHWORK	31 23 19	DEWATERING	5/16/2023				05/16/23
31 - EARTHWORK	31 31 16	TERMITE CONTROL	5/16/2023				05/16/23
32 - EXTERIOR IMPROVEMENTS	32 12 16	ASPHALT PAVING	5/16/2023				05/16/23
And in terminal in the condition is a resident a service for the condition of the condition	32 13 13	CONCRETE PAVING	5/16/2023				05/16/23
32 - EXTERIOR IMPROVEMENTS	32 13 73	CONCRETE PAVING JOINT SEALANTS	5/16/2023				05/16/23
32 - EXTERIOR IMPROVEMENTS	Charles and Charle	PAVEMENT MARKINGS	5/16/2023				05/15/23
32 - EXTERIOR IMPROVEMENTS	32 17 23	SYNTHETIC GRASS SURFACING	5/16/2023				05/16/23
32 - EXTERIOR IMPROVEMENTS	32 18 13	TANK THE PROPERTY OF THE PROPE	5/16/2023				05/16/23
32 - EXTERIOR IMPROVEMENTS	32 18 16.13	PLAYGROUND PROTECTIVE SURFACING	5/16/2023				05/16/23
32 - EXTERIOR IMPROVEMENTS	32 31 13	CHAIN LINK FENCES AND GATES	5/16/2023				05/16/23
32 - EXTERIOR IMPROVEMENTS	32 32 16	PRECAST MODULAR BLOCK RETAINING WALL	5/16/2023				05/16/23
32 - EXTERIOR IMPROVEMENTS	32 84 00	IRRIGATION WELLS	5/16/2023				05/16/23
32 - EXTERIOR IMPROVEMENTS	32.92.00	TURF & GRASSES	5/16/2023				05/16/23
32 - EXTERIOR IMPROVEMENTS	32 92 00	ATHLETIC FIELD TURF & GRASS					05/16/23
32 - EXTERIOR IMPROVEMENTS	32 93 00	PLANTS	5/16/2023				U3/10/23
33 - UTILITIES	33 05 00	COMMON WORK RESULTS FOR UTILITIES	5/16/2023				05/16/23
33 - UTILITIES	33 14 17	SITE WATER UTILITY SERVICE LATERALS	5/16/2023				05/16/23
33 - UTILITIES	33 41 00	STORM UTILITY DRAINAGE PIPING	5/16/2023				05/16/23
33 - 211111123		The second secon	5/16/2023				05/16/23



Job Name: Cabarrus County Park and Library Package 2 Amenity Buildings Exhibit E: Index of Drawings

TYPE	DRAWING NUMBER	TITLE	ISSUE DATE ADD #1	ADD #2 ADD #	3 ADD #4	LATEST DATE
		AMENITIES				
GENERAL	P2 -CS100	COVER SHEET	3/15/2023			03/15/2
SENERAL	P2 -L5100	APPENDIX B & LIFE SAFETY PLAN - BASEBALL FIELDS	3/15/2023			03/15/2
		APPENDIX B & LIFE SAFETY PLAN - SOCCER FIELDS	3/15/2023			03/15/2
ENERAL	P2 -L5101		3/15/2023			03/15/2
SENERAL	P2 -LS102	APPENDIX B & LIFE SAFETY PLAN - STORAGE				03/15/2
GENERAL	P2 -L\$103	APPENDIX B & LIFE SAFETY PLAN - STORAGE & PAVILION	3/15/2023			
GENERAL	P2 -LS200	PARTITION TYPES - TYPICAL DETAILS	3/15/2023			03/15/23
						on in the
ARCHITECTURAL	P2 -A200	FLOOR PLANS - BASEBALL FIELDS	3/15/2023			03/15/23
ARCHITECTURAL	P2 -A201	FLOOR PLAN - SOCCER FIELDS (ALTERNATE NO P2-1)	3/15/2023			03/15/23
ARCHITECTURAL	P2 -A202	FLOOR PLAN - STORAGE	3/15/2023			03/15/23
ARCHITECTURAL	P2 -A203	STORAGE & PAVILION	3/15/2023			03/15/23
And in contrast of the last of		EXTERIOR ELEVATIONS - BASEBALL FIELDS	3/15/2023			03/15/23
ARCHITECTURAL	P2 -A500		3/15/2023			03/15/23
ARCHITECTURAL	P2 -A501	EXTERIOR ELEVATIONS - SOCCER FIELD				03/15/23
ARCHITECTURAL	P2 -A502	EXTERIOR ELEVATIONS - STORAGE	3/15/2023			
ARCHITECTURAL	P2 -A503	EXTERIOR ELEVATIONS - PAVILION	3/15/2023			03/15/23
ARCHITECTURAL	P2 -A600	BUILDING SECTIONS	3/15/2023			03/15/23
ARCHITECTURAL	P2 -A800	WALL SECTIONS	3/15/2023			03/15/23
ARCHITECTURAL	P2 -A801	WALL SECTIONS	3/15/2023			03/15/23
ARCHITECTURAL	P2 -A1001	2D STANDARD AND ADA MOUNTING HEIGHTS AND DIMENSIONS	3/15/2023			03/15/23
and the first of t		DOOR SCHEDULE & DETAILS	3/15/2023			03/15/23
ARCHITECTURAL	P2-A1200		3/15/2023			03/15/23
ARCHITECTURAL	P2 -A1300	FINISH SCHEDULE, FINISH PLANS, AND DETAILS	3/13/2023			03/13/1
			n day Januar			no fer fre
STRUCTURAL	P2 -S101	PLANS, SECTION, AND NOTES-BASEBALL FIELD	3/15/2023			03/15/2
STRUCTURAL	P2-5102	PLANS, SECTION, AND NOTES-SOCCER FIELD	3/15/2023			03/15/23
STRUCTURAL	P2 -S103	PLANS, SECTION, AND NOTES-PEMB STORAGE	3/15/2023			03/15/23
STRUCTURAL	P2-5104	PLANS, SECTION, AND NOTES-STORAGE & PAVILION	3/15/2023			03/15/23
		WALL SECTIONS	3/15/2023			03/15/23
STRUCTURAL	P2 -S105		3/15/2023			03/15/23
STRUCTURAL	P2-S106	WALL SECTIONS	3/13/2023			State and the
			- Desired			200 Sept 200
PLUMBING	P2-P001	PLUMBING - GENERAL NOTES AND LEGENDS	3/15/2023			03/15/2
PLUMBING	P2 -P101	PLUMBING - WASTE & VENT PLAN	3/15/2023			03/15/23
PLUMBING	P2 -P102	PLUMBING - WATER PLAN	3/15/2023			03/15/23
	P2 -P501	PLUMBING - RISERS	3/15/2023			03/15/23
PLUMBING		PLUMBING - RISERS	3/15/2023			03/15/23
PLUMBING	P2 -P502		3/15/2023			03/15/23
PLUMBING	P2 -P701	PLUMBING - DETAILS				03/15/23
PLUMBING	P2 -P801	PLUMBING - SPECIFICATIONS	3/15/2023			03/15/23
			PHEWHICASH NAST			110000000000000000000000000000000000000
MECHANICAL	P2-M001	MECHANICAL - GENERAL NOTES AND LEGENDS	3/15/2023			03/15/23
MECHANICAL	P2-M101	MECHANICAL - FLOOR PLAN	3/15/2023			03/15/23
MECHANICAL	P2 -M801	MECHANICAL - SPECIFICATIONS	3/15/2023			03/15/23
MECHANICAL	PEHVIOUS	Micalifold St. Salt Gritistia	34.1400000			7
PROPERTY AND THE PROPERTY OF T	Canada and a second	CONTROL CONTROL MOTTE AND LECTION	3/15/2023			03/15/2
ELECTRICAL	P2 -E001	ELECTRICAL - GENERAL NOTES AND LEGENDS				03/15/2
ELECTRICAL	P2 -EP010	ELECTRICAL - SITE PLAN	3/15/2023			
ELECTRICAL	P2 -EP101	ELECTRICAL - FLOOR PLANS - BASEBALL FIELD	3/15/2023			03/15/2
ELECTRICAL	P2 -EP102	ELECTRICAL - FLOOR PLANS - SOCCER FIELD	3/15/2023			03/15/2
ELECTRICAL	P2-EP103	ELECTRICAL - FLOOR PLANS - STORAGE	3/15/2023			03/15/2
ELECTRICAL	P2 -E601	ELECTRICAL - PANEL SCHEDULES	3/15/2023			03/15/2
	P2 -E602	ELECTRICAL - SCHEDULES & RISER DIAGRAMS	3/15/2023	06/08/23		06/08/2
ELECTRICAL			3/15/2023			03/15/2
ELECTRICAL	P2 -E701	ELECTRICAL - DETAILS		ne ing ing		06/08/2
ELECTRICAL	P2 -E801	ELECTRICAL - SPECIFICATIONS	3/15/2023	06/08/23		00/00/2
		Bid Package Manual Dated 5.23.23				
		Addendum 1 – May 26, 2023				
		Addendum 2 - June 9, 2023				
		Addendum 3 – June 13, 2023				
		Addendum 4 - June 14, 2023				
		Addendant 4 - Julie 14, 2023				
			NI V			



Job Name: Cabarrus County Park and Library Package 2 Amenity Buildings Exhibit E: Specifications

TYPE	SPEC NUMBER	TITLE	ISSUE DATE ADD #1	ADD #Z ADD #	ADD #4	LATEST DATE
04 - MASONRY	042000	UNIT MASONRY	5/15/2023			05/15/2
OS - STEEL	055000	METAL FABRICATIONS	5/15/2023			05/15/23
03+31EEE	UJJANU.	THE SERVICE OF THE SE	158/80809777			11.075-0.00
06 - WOOD, PLASTICS AND COMPOSITES	061000	ROUGH CARPENTRY	5/15/2023			05/15/23
06 - WOOD, PLASTICS AND COMPOSITES	061600	SHEATHING	5/15/2023			05/15/23
07 - THERMAL AND MOISTURE PROTECTION	072100	THERMAL INSULATION	5/15/2023			05/15/23
07 - THERMAL AND MOISTURE PROTECTION	072726	FLUID-APPLIED MEMBRANE AIR BARRIERS	5/15/2023			05/15/23
D7 - THERMAL AND MOISTURE PROTECTION	074545	FIBER-CEMENT SIDING	5/15/2023			05/15/23
07 - THERMAL AND MOISTURE PROTECTION	075423	THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING	5/15/2023			05/15/23
07 - THERMAL AND MOISTURE PROTECTION	077100	ROOF SPECIALTIES	5/15/2023			05/15/23
07 - THERMAL AND MOISTURE PROTECTION	079219	JOINT SEALANTS	5/15/2023			05/15/23
Sec. Telephone Sec.	081113	HOLLOW METAL DOORS AND FRAMES	5/15/2023			05/15/23
OB - OPENINGS		ACCESS DOORS AND FRAMES	5/15/2023			05/15/23
08 - OPENINGS	083113	COILING COUNTER DOORS	5/15/2073			05/15/23
88 - OPENINGS	083313 083323	OVERHEAD COILING DOORS	5/15/2023			05/15/23
08 - OPENINGS 08 - OPENINGS	087100	DOOR HARDWARE	5/15/2023			05/15/23
XX XX XX XX						
09 - FINISHES	092900	GYPSUM BOARD	5/15/2023			05/15/23
09 - FINISHES	096723	RESINOUS FLOORING	5/15/2023			05/15/23
09 - FINISHES	099113	EXTERIOR PAINTING	5/15/2023			05/15/21
09 - FINISHES	099123	INTERIOR PAINTING	5/15/2023			05/15/23
10 - SPECIALTIES	101419	DIMENSIONAL LETTER SIGNAGE	5/15/2023			05/15/23
10 - SPECIALTIES	101423	PANEL SIGNAGE	5/15/2023			05/15/23
10 - SPECIALTIES	102113.14	STAINLESS STEEL TOILET COMPARTMENTS	5/15/2023			05/15/23
10 - SPECIALTIES	102800	TOILET BATH & LAUNDRY ACCESSORIES	5/15/2023			05/15/21
10 - SPECIALTIES	104416	FIRE EXTINGUISHERS	5/15/2023			05/15/23
10 - SPECIALTIES 10 - SPECIALTIES	107301	ALLIMINUM WALL HUNG CANOPIES	5/15/2023			05/15/21
AND DESCRIPTION OF THE PROPERTY OF THE PROPERT						Mark Control
12+FURNISHINGS	123616	METAL COUNTERTOPS	5/15/2023			05/15/2
13 - SPECIAL CONSTRUCTION	133419	METAL BUILDING SYSTEMS	5/15/2023			05/15/2



Job Name: Cabarrus County Park and Library Package 3 Library Exhibit E: Index of Drawings

		ER TITLE LIBRARY			
FAIFDAL	D2 C000	COVER SHEET	5/15/2023		05/15
ENERAL	P3-G000	DRAWING LIST & ABBREVIATIONS	5/15/2023	06/09/23	06/09
ENERAL	P3-G001		5/15/2023	06/09/23	06/09
ENERAL	P3-G002	APPENDIX B LIFE SAFETY PLAN	5/15/2023	06/09/23	06/09
ENERAL	P3-G003	UPE SAFETY POATS	3/13/2023	00,03722	50,00
RCHITECTURAL SITE	P3-AS00	SITE PLAN	5/15/2023		05/15
RUCTURAL	P3-S000	STRUCTURAL NOTES, LEGENDS, ABBREVIATIONS	5/15/2023	06/09/23	06/09
TRUCTURAL	P3-S001	STRUCTURAL NOTES	5/15/2023	.,,	05/15
	P3-S002	SPECIAL INSTRUCTIONS	5/15/2023		05/15
RUCTURAL		SPECIAL INSTRUCTIONS	5/15/2023		05/15
RUCTURAL	P3-S003	FOUNDATION & SLAB PLAN	5/15/2023		05/15
RUCTURAL	P3-S100		5/15/2023		05/15
RUCTURAL	P3-S101	ROOF FRAMING PLAN SPINE FRAMING PLAN	5/15/2023		05/19
RUCTURAL	P3-S102		5/15/2023		05/15
RUCTURAL	P3-S103	EXTERIOR CANOPY FRAMING PLAN	5/15/2023		05/15
RUCTURAL	P3-\$200	STRUCTURAL ELEVATIONS	5/15/2023		05/15
RUCTURAL	P3-5201	STRUCTURAL ELEVATIONS	5/15/2023		05/1
RUCTURAL	P3-S202	STRUCTURAL ELEVATIONS	5/15/2023		05/1
RUCTURAL	P3-S203	ELEVATION AT SECURITY GATE			05/1
RUCTURAL	P3-S204	STRUCTURAL ELEVATIONS	5/15/2023		
RUCTURAL	P3-S300	STRUCTURAL SECTIONS	5/15/2023		05/15
RUCTURAL	P3-S301	STRUCTURAL SECTIONS	5/15/2023		05/1
RUCTURAL	P3-S302	STRUCTURAL SECTIONS	5/15/2023		05/1
RUCTURAL	P3-S500	TYPICAL DETAILS	5/15/2023		05/1
RUCTURAL	P3-5600	CFS SHEET	5/15/2023		05/15
RCHITECTURAL	P3-A200.1	GROUND FLOOR ANNOTATION PLAN	5/15/2023		05/15
RCHITECTURAL	P3-A200.2	GROUND FLOOR DIMENSION PLAN	5/15/2023	06/09/23	06/0
RCHITECTURAL	P3-A200.3	GROUND FLOOR FURNITURE AND EQUIPMENT PLAN	5/15/2023		05/1
RCHITECTURAL	P3-A201	ROOF PLAN	5/15/2023	06/09/23	06/0
RCHITECTURAL	P3-A300	BUILDING ELEVATIONS	5/15/2023	06/09/23	06/0
RCHITECTURAL	P3-A310	BUILDING SECTIONS	5/15/2023		05/1
RCHITECTURAL	P3-A311	BUILDING SECTIONS	5/15/2023		05/1
RCHITECTURAL	P3-A400	WALL TYPES	5/15/2023		05/11
RCHITECTURAL	P3-A401	WALL TYPES	5/15/2023		05/1
RCHITECTURAL	P3-A402	WALL SECTIONS	5/15/2023		05/1
RCHITECTURAL	P3-A403	WALL SECTIONS	5/15/2023		05/1
RCHITECTURAL	P3-A404	WALL SECTIONS	5/15/2023		05/1
	P3-A600	REFLECTED CEILING PLAN	5/15/2023		05/1
RCHITECTURAL	P3-A700	GENERAL TYP. FOXTURE AND ACCESS. HEIGHTS AND LEGENDS (ADA)	5/15/2023		05/1
RCHITECTURAL		ENLARGED FLOOR PLANS AND INTERIOR ELEVATIONS	5/15/2023		05/1
RCHITECTURAL	P3-A701	ENLARGED FLOOR PLANS AND INTERIOR ELEVATIONS	5/15/2023		05/1
RCHITECTURAL	P3-A702		5/15/2023		05/1
RCHITECTURAL	P3-A703	ENLARGED FLOOR PLANS AND INTERIOR ELEVATIONS	5/15/2023		05/1
RCHITECTURAL	P3-A800	EXTERIOR SECTION DETAILS			05/1
RCHITECTURAL	P3-A801	EXTERIOR SECTION DETAILS	5/15/2023		05/1
RCHITECTURAL	P3-A802	EXTERIOR SECTION DETAILS	5/15/2023		05/1
RCHITECTURAL	P3-A803	EXTERIOR SECTION DETAILS	5/15/2023	as inn inn	
RCHITECTURAL	P3-A805	EXTERIOR SECTION DETAILS	5/15/2023	06/09/23	06/0
RCHITECTURAL	P3-A810	EXTERIOR PLAN DETAILS	5/15/2023		05/1
RCHITECTURAL	P3-A811	EXTERIOR PLAN DETAILS	5/15/2023		05/1
RCHITECTURAL	P3-A830	TYPICAL MILLWORK DETAILS	5/15/2023		05/1
RCHITECTURAL	P3-A850	CEILING DETAILS	5/15/2023		05/1
RCHITECTURAL	P3-A900	DOOR PANELS, FRAMES, SCHEDULES, INTERIOR WINDOW ELEVATIONS & DETAILS	5/15/2023	06/09/23	06/0
RCHITECTURAL	P3-A901	INTERIOR WINDOW ELEVATIONS	5/15/2023		05/1
RCHITECTURAL	P3-A902	EXTERIOR WINDOW SYSTEM TYPES & SCHEDULES	5/15/2023		05/1
RCHITECTURAL	P3-A903	EXTERIOR CLERESTORY STOREFRONT	5/15/2023		05/1
ITERIORS	P3-I000	INTERIORS GENERAL	5/15/2023	06/09/23	06/0
TERIORS	P3-I200	GROUND FLOOR FINISH PLAN	5/15/2023		05/1
TERIORS	P3-I201	LIBRARY FLOOR FINISH PLAN	5/15/2023		05/2
TERIORS	P3-1202	LIBRARY WALL FINISH PLAN	5/15/2023		05/1
TERIORS	P3-I210	LIBRARY FURNITURE PLAN	5/15/2023		05/1
TERIORS	P3-I300	LIBRARY FLOOR RENDERING FOR REFERENCE ONLY	5/15/2023		05/1
		INTERIOR SIGNAGE	5/15/2023	2 2 2 2	05/1
TERIORS	P3-1400	SIGNAGE PLAN	5/15/2023		05/1
ITERIORS	P3-I401	GROUND FLOOR FURNITURE PLAN- FOR REFERENCE ONLY	5/15/2023		05/1
ITERIORS ITERIORS	P3-1500 P3-1800	LIBRARY INTERIOR ELEVATIONS	5/15/2023		05/1
					05/1
VAC	P3-H000	HVAC SYMBOLS LEGEND AND GENERAL NOTES	5/15/2023		
VAC	P3-H001	HVAC ENERGY COMPLIANCE	5/15/2023		05/1
VAC	P3-H200	HVAC DUCTWORK FLOOR PLAN	5/15/2023		05/1
VAC	P3-H201	HVAC ROOF PLAN	5/15/2023		05/1
VAC	P3-H300	HVAC PIPING FLOOR PLAN	5/15/2023		05/1
VAC	P3-H500	HVAC CONTROLS SCHEMATIC	5/15/2023		05/1
VAC	P3-H600	HVAC SECTIONS	5/15/2023		05/1
VAC	P3-H800	HVAC DETAILS	5/15/2023		05/1
VAC	P3-H801	HVAC DETAILS	5/15/2023		05/1
/AC	P3-H802	HVAC DETAILS	5/15/2023		05/1
/AC	P3-H900	HVAC SCHEDULES	5/15/2023		05/1
UMBING	P3-P000	PLUMBING LEGEND, NOTES, & SYSTEM DIAGRAMS	5/15/2023		05/:
	P3-P000	PLUMBING SANITARY FLOOR PLAN	5/15/2023		05/:
UMBING		PLUMBING DOMESTIC WATER FLOOR PLAN	5/15/2023		05/1
UMBING	P3-P300	PLUMBING ROOF PLAN	5/15/2023	06/09/23	06/0
UMBING	P3-P400		5/15/2023	, 35,	05/1
LUMBING	P3-P500	SANITARY RISER DIAGRAM	5/15/2023		05/1
LUMBING	P3-P800	PLUMBING DETAILS	3/13/2023		03/1
RE PROTECTION	P3-FP000	FIRE PROTECTION LEGEND AND DETAILS	5/15/2023		05/1
ME PROTECTION			5/15/2023		05/1
RE PROTECTION	P3-FP200	FIRE PROTECTION FLOOR PLAN	3/13/2023		007.



Job Name: Cabarrus County Park and Library Package 3 Library Exhibit E: Index of Drawings

DRAWING NUMBER	TITLE	ISSUE DATE	ADD #1	ADD #2	ADD #3	ADD #4	LATEST DATE
P3-E002	ELECTRICAL SITE PLAN	5/15/2023	3				05/15/23
P3-E200	ELECTRICAL POWER PLAN	5/15/2023	3	06/09/2	3		06/09/23
P3-E201	ELECTRICAL ROOF PLAN	5/15/2023	8				05/15/23
P3-E300	ELECTRICAL LIGHTING FLOOR PLAN	5/15/2023	3				05/15/23
P3-E400	ELECTRICAL SYSTEMS FLOOR PLAN	5/15/2023	3				05/15/23
P3-E500	ELECTRICAL GROUNDING PLAN	5/15/2023	3				05/15/23
P3-E900	ELECTRICAL SCHEDULES	5/15/2021	3	06/09/2	3		06/09/23
	Bid Package Manual Dated 5.23.23						
	Addendum 1 - May 26, 2023						
	Addendum 2 - June 9, 2023						
	Addendum 3 – June 13, 2023						
	Addendum 4 – June 14, 2023						
	P3-E002 P3-E200 P3-E201 P3-E300 P3-E400 P3-E500	P3-E002 ELECTRICAL SITE PLAN P3-E201 ELECTRICAL POWER PLAN P3-E201 ELECTRICAL ROOF PLAN P3-E300 ELECTRICAL LIGHTING FLOOR PLAN P3-E400 ELECTRICAL SYSTEMS FLOOR PLAN P3-E500 ELECTRICAL SYSTEMS FLOOR PLAN P3-E500 ELECTRICAL GROUNDING PLAN P3-E900 ELECTRICAL SCHEDULES Bid Package Manual Dated 5.23.23 Addeendum 1 — May 26, 2023 Addeendum 2 – June 9, 2023 Addeendum 3 – June 13, 2023	P3-E002 ELECTRICAL SITE PLAN 5/15/202: P3-E200 ELECTRICAL POWER PLAN 5/15/202: P3-E201 ELECTRICAL ROBE PLAN 5/15/202: P3-E300 ELECTRICAL LIGHTING FLOOR PLAN 5/15/202: P3-E400 ELECTRICAL SYSTEMS FLOOR PLAN 5/15/202: P3-E400 ELECTRICAL SYSTEMS FLOOR PLAN 5/15/202: P3-E900 ELECTRICAL SCHEDULES 5/15/202: Bid Package Manual Dated 5.23.23 Addendum 1 – May 26, 2023 Addendum 2 - June 9, 2023 Addendum 3 – June 13, 2023	P3-E002 ELECTRICAL SITE PLAN 5/15/2023 P3-E200 ELECTRICAL POWER PLAN 5/15/2023 P3-E201 ELECTRICAL ROOF PLAN 5/15/2023 P3-E300 ELECTRICAL LIGHTING FLOOR PLAN 5/15/2023 P3-E400 ELECTRICAL SYSTEMS FLOOR PLAN 5/15/2023 P3-E500 ELECTRICAL SYSTEMS FLOOR PLAN 5/15/2023 P3-E900 ELECTRICAL GOLONDING PLAN 5/15/2023 P3-E900 ELECTRICAL GOLONDING PLAN 5/15/2023 P3-E900 ELECTRICAL SYSTEMS FLOOR PLAN 5/15/2023 P3-E900 ELECTRICAL SCHOOLDING PLAN 5/15/2023 P3-E900 ELECTRICAL SCHOOLDING PLAN 5/15/2023 Addendum 1 — May 26, 2023 Addendum 3 — June 9, 2023 Addendum 3 — June 9, 2023 Addendum 3 — June 9, 2023	P3-E002 ELECTRICAL SITE PLAN 5/15/2023 P3-E200 ELECTRICAL POWER PLAN 5/15/2023 05/09/2 P3-E201 ELECTRICAL ROOF PLAN 5/15/2023 P3-E300 ELECTRICAL LIGHTING FLOOR PLAN 5/15/2023 P3-E400 ELECTRICAL SYSTEMS FLOOR PLAN 5/15/2023 P3-E500 ELECTRICAL SYSTEMS FLOOR PLAN 5/15/2023 P3-E900 ELECTRICAL GOLDONIONG PLAN 5/15/2023 P3-E900 ELECTRICAL SCHEDULES 5/15/2023 P3-E900 ELECTRICAL SCHEDULES 5/15/2023 Addendum 1—May 26, 2023 Addendum 2—May 26, 2023 Addendum 3—June 9, 2023 Addendum 3—June 13, 2023	P3-E002 ELECTRICAL STE PLAN 5/15/2023 P3-E200 ELECTRICAL POWER PLAN 5/15/2023 06/09/23 P3-E201 ELECTRICAL DOWER PLAN 5/15/2023 P3-E300 ELECTRICAL LIGHTING FLOOR PLAN 5/15/2023 P3-E400 ELECTRICAL SYSTEMS FLOOR PLAN 5/15/2023 P3-E500 ELECTRICAL SYSTEMS FLOOR PLAN 5/15/2023 P3-E900 ELECTRICAL SCOUNDING PLAN 5/15/2023	P3-E002 ELECTRICAL SITE PLAN 5/15/2023 P3-E200 ELECTRICAL POWER PLAN 5/15/2023 06/09/23 P3-E201 ELECTRICAL ROOF PLAN 5/15/2023 P3-E300 ELECTRICAL LIGHTING FLOOR PLAN 5/15/2023 P3-E400 ELECTRICAL SYSTEMS FLOOR PLAN 5/15/2023 P3-E400 ELECTRICAL GROUNDING PLAN 5/15/2023 P3-E500 ELECTRICAL GROUNDING PLAN 5/15/2023 P3-E900 ELECTRICAL GROUNDING PLAN 5/15/2023 P3-E900 ELECTRICAL GROUNDING PLAN 5/15/2023 P3-E900 ELECTRICAL SYSTEMS FLOOR PLAN 5/15/2023 P3-E900 ELECTRICAL GROUNDING PLAN 5/15/2023



Job Name: Cabarrus County Park and Library Package 3 Library Exhibit E: Specifications

ТУРЕ	SPEC NUMBER	7.11.75.	SSUE DATE ADD #1	ADD N2 ADD #3 AL	D #4 LATEST DATE
02 - EXISITING CONDITIONS		NOT USED			or ter ba
03 - CONCRETE	030516	UNDERSLAB VAPOR BARRIER	5/15/2023 5/15/2023		05/15/23 05/15/23
03 - CONCRETE	032000 033000	CONCRETE REINFORCING CAST-IN-PLACE CONCRETE	5/15/2023		05/15/23
03 - CONCRETE 03 - CONCRETE	034500	PRECAST ARCHITECTURAL CONCRETE	5/15/2023		05/15/23
os concrete	05 1500				
04 - MASONRY	042000	UNIT MASONRY	5/15/2023		05/15/23
04 - MASONRY	047200	CAST STONE MASONRY	5/15/2023		05/15/23
			5/15/2023		05/15/23
05 - METALS	051200	STRUCTURAL STEEL FRAMING STEEL JOIST FRAMING	5/15/2023		05/15/23
05 - METALS 05 - METALS	052100 053100	STEEL DECKING	5/15/2023		05/15/23
05 - METALS	054000	COLD-FORMED METAL FRAMING	5/15/2023		05/15/23
05 - METALS	055133	METAL LADDERS	5/15/2023		05/15/23
06 - WOOD, PLASTIC, AND COMPOSITES	061000	ROUGH CARPENTRY	5/15/2023		05/15/23 05/15/23
06 - WOOD, PLASTIC, AND COMPOSITES	061643	EXTERIOR GYPSUM SHEATHING FINISH CARPENTRY	5/15/2023 5/15/2023		05/15/23
05 - WOOD, PLASTIC, AND COMPOSITES 06 - WOOD, PLASTIC, AND COMPOSITES	062000 064100	ARCHITECTURAL WOOD CASEWORK	5/15/2023		05/15/23
06 - WOOD, PLASTIC, AND COMPOSITES	068316	FIBERGLASS REINFORCED PANELING	5/15/2023		05/15/23
07 - THERMAL AND MOISTURE PROTECTION	071400	FLUID-APPLIED WATERPROOFING	5/15/2023		05/15/23
07 - THERMAL AND MOISTURE PROTECTION	072100	THERMAL INSULATION	5/15/2023	06/09/23	06/09/23
07 - THERMAL AND MOISTURE PROTECTION	072119	FOAMED-IN-PLACE INSULATION	5/15/2023		05/15/23 05/15/23
07 - THERMAL AND MOISTURE PROTECTION	072500 074113	WEATHER BARRIERS METAL ROOF PANELS	5/15/2023 5/15/2023		05/15/23
07 - THERMAL AND MOISTURE PROTECTION 07 - THERMAL AND MOISTURE PROTECTION	074213.23	METAL COMPOSITE MATERIAL WALL PANELS	5/15/2023		05/15/23
07 - THERMAL AND MOISTURE PROTECTION	074243	WOOD VENEER LAMINATE WALL PANELS	5/15/2023	06/09/23	06/09/23
07 - THERMAL AND MOISTURE PROTECTION	074247	WOOD VENEER LAMINATE WALL SLATS (SIDING)	5/15/2023	06/09/23	06/09/23
07 - THERMAL AND MOISTURE PROTECTION	075400	THERMOPLASTIC MEMBRANE ROOFING	5/15/2023		05/15/23
07 - THERMAL AND MOISTURE PROTECTION	076200	SHEET METAL FLASHING AND TRIM	5/15/2023		05/15/23
D7 - THERMAL AND MOISTURE PROTECTION	077200	ROOF ACCESSORIES	5/15/2023		05/15/23 05/15/23
07 - THERMAL AND MOISTURE PROTECTION	079200	JOINT SEALANTS	5/15/2023		03/13/23
08 - OPENINGS	080671	DOOR HARDWARE SCHEDULE	5/15/2023		05/15/23
08 - OPENINGS	081113	HOLLOW METAL DOORS AND FRAMES	5/15/2023		05/15/23
D8 - OPENINGS	081416	FLUSH WOOD DOORS	5/15/2023		05/15/23
08 - OPENINGS	083100	ACCESS DOORS AND PANELS	5/15/2023		05/15/23
D8 - OPENINGS	083313	COILING COUNTER DOORS	5/15/2023		05/15/23
08 - OPENINGS	083326	OVERHEAD COILING GRILLES	5/15/2023		05/15/23
08 - OPENINGS	084229	AUTOMATIC ENTRANCES	5/15/2023		05/15/23
08 - OPENINGS	084313	ALUMINUM-FRAMED STOREFRONTS	5/15/2023 5/15/2023		05/15/23 05/15/23
08 - OPENINGS	084413	GLAZED ALUMINUM CURTAIN WALLS WINDOW WALL ASSEMBLIES	5/15/2023		05/15/23
08 - OPENINGS 08 - OPENINGS	084600 085113	ALUMINUM WINDOWS	5/15/2023		05/15/23
08 - OPENINGS	085116	SLIDING ALUMINUM BY-PASS WINDOW	5/15/2023		05/15/23
08 - OPENINGS	085659	BOOK RETURN UNITS	5/15/2023		05/15/23
08 - OPENINGS	087100	DOOR HARDWARE	5/15/2023		05/15/23
08 - OPENINGS	088000	GLAZING	5/15/2023		05/15/23
08 - OPENINGS	088300	MIRRORS	5/15/2023		05/15/23
		COLUMN TO MADE DESIGNATION OF CORPORATION	C /1 C /2022		05/15/23
09 - FINISHES	090561	COMMON WORK RESULTS FOR FLOORING PREPARATION GYPSUM BOARD ASSEMBLIES	5/15/2023 5/15/2023		05/15/23
09 - FINISHES 09 - FINISHES	092116 093000	TILING	5/15/2023		05/15/23
09 - FINISHES	095100	ACOUSTICAL CEILINGS	5/15/2023		05/15/23
09 - FINISHES	096500	RESILIENT FLOORING	5/15/2023		05/15/23
09 - FINISHES	096813	TILE CARPETING	5/15/2023		05/15/23
09 - FINISHES	097200	WALL COVERINGS	5/15/2023		05/15/23
09 - FINISHES	098430	SOUND-ABSORBING WALL AND CEILING UNITS	5/15/2023		05/15/23
D9 - FINISHES	099113	EXTERIOR PAINTING	5/15/2023 5/15/2023		05/15/23 05/15/23
D9 - FINISHES	099123	INTERIOR PAINTING	5/15/2023		03/15/25
10 - SPECIALTIES	101100	VISUAL DISPLAY UNITS	5/15/2023		05/15/23
10 - SPECIALTIES	101419	DIMENSIONAL LETTER SIGNAGE	5/15/2023		05/15/23
10 - SPECIALTIES	102113.17	PHENOLIC TOILET COMPARTMENTS	5/15/2023		05/15/23
10 - SPECIALTIES	102600	WALL AND DOOR PROTECTION	5/15/2023		05/15/23
10 - SPECIALTIES	102800	TOILET, BATH, AND LAUNDRY ACCESSORIES	5/15/2023		05/15/23
10 - SPECIALTIES	104400	FIRE PROTECTION SPECIALTIES	5/15/2023		05/15/23
10 - SPECIALTIES	107300	STANDING SEAM MONOLITHIC (NON-CELLULAR) POLYCARBONATE SLOW SLOPE CANOPY	5/15/2023		05/15/23
10 - SPECIALTIES	107316-13	METAL CANOPIES	5/15/2023		05/15/23
11 - EQUIPMENT	114000	FOODSERVICE EQUIPMENT	5/15/2023		05/15/23
11 - EQUIPMENT	116625	DANCE STUDIO EQUIPMENT	5/15/2023		05/15/23
12 FURNISHINGS	122400	WINDOW SHADES	5/15/2023		05/15/23
12 - FURNISHINGS	123600	COUNTERTOPS	5/15/2023	ac too too	05/15/23
12 FURNISHINGS	129300	SITE FURNISHINGS	06/09/23	06/09/23	06/09/23
AT CREAT CONTRICTION		NOT USED			
13 - SPECIAL CONSTRUCTION 14 - CONVEYING EQUIPMENT		NOT USED			
14 SONVETING EQUIPMENT					
21 - FIRE SUPPRESSION	210500	COMMON WORK RESULTS FOR FIRE SUPPRESSION	5/15/2023		05/15/23
21 - FIRE SUPPRESSION	210523	GENERAL-DUTY VALVES FOR WATER-BASED FIRE SUPPRESSION PIPING	5/15/2023		05/15/23
21 - FIRE SUPPRESSION	210553	IDENTIFICATION FOR FIRE SUPPRESSION PIPING AND EQUIPMENT	5/15/2023		05/15/23
21 - FIRE SUPPRESSION	211100	FACILITY FIRE SUPPRESSION WATER-SERVICE PIPING	5/15/2023		05/15/23
21 FIRE SUPPRESSION	211300	FIRE SUPPRESSION SPRINKLER SYSTEMS	5/15/2023		05/15/23
TO DIVIDADING	220500	COMMON WORK DESIGNE COR DELIMINE	5/15/2023		05/15/23
22 - PLUMBING	220500	COMMON WORK RESULTS FOR PLUMBING SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	5/15/2023		05/15/23
22 - PLUMBING 22 - PLUMBING	220517 220519	METERS AND GAUGES FOR PLUMBING PIPING	5/15/2023		05/15/23
22 - PLUMBING	220523	GENERAL-DUTY VALVES FOR PLUMBING PIPING	5/15/2023		05/15/23
22 - PLUMBING	220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	5/15/2023		05/15/23
22 PLUMBING	220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	5/15/2023		05/15/23
22 - PLUMBING	220719	PLUMBING PIPING INSULATION	5/15/2023		05/15/23
22 - PLUMBING	221005	PLUMBING PIPING	5/15/2023		05/15/23
72 - PLUMBING	221006	PLUMBING PIPING SPECIALTIES	5/15/2023		05/15/23
22 - PLUMBING	223000	PLUMBING EQUIPMENT	5/15/2023		05/15/23
27 - PLUMBING	224000	PLUMBING FIXTURES	5/15/2023		05/15/23
		CENTERAL PROVICIONIS FOR MECHANISM WASH	5/15/2023		05/15/23
23 - HVAC	230000	GENERAL PROVISIONS FOR MECHANICAL WORK	5/15/2023 5/15/2023		05/15/23
23 - HVAC	230002	MECHANICAL AND ELECTRICAL COORDINATION COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	5/15/2023		05/15/23
22 HVAC					
23 - HVAC 23 - HVAC	230513 230517	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING	5/15/2023		05/15/23



Job Name: Cabarrus County Park and Library Package 3 Library Exhibit E: Specifications

TYPE	SPEC NUMBER	TITLE	ISSUE DATE	ADD#1	ADD #2	ADD #3	ADD #4	LATEST DATE
23 - HVAC	230519	METERS AND GAUGES FOR HVAC PIPING	5/15/202	3				05/15/23
23 - HVAC	230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	5/15/202	3				05/15/23
23 - HVAC	230550	WIND RESTRAINT FOR HVAC SYSTEMS	5/15/202	3				05/15/23
23 - HVAC	230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	5/15/202	3				05/15/23
23 - HVAC	230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC	5/15/2023	3				05/15/23
23 - HVAC	230713	DUCT INSULATION	5/15/202	3				05/15/23
23 - HVAC	230719	HVAC PIPING INSULATION	5/15/202	3				05/15/23
23 - HVAC	230923	DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC	5/15/202	3				05/15/23
23 - HVAC	232300	REFRIGERANT PIPING	5/15/202	3				05/15/23
23 - HVAC	233113	METAL DUCTS	5/15/202	3				05/15/23
23 - HVAC	233300	AIR DUCT ACCESSORIES	5/15/202	3				05/15/23
23 - HVAC	233423	HVAC POWER VENTILATORS	5/15/202	3				05/15/23
23 - HVAC	233700	AIR OUTLETS AND INLETS	5/15/202	3				05/15/23
23 - HVAC	237433	DEDICATED OUTDOOR AIR UNITS	5/15/202	3				05/15/23
23 - HVAC	238129	VARIABLE REFRIGERANT FLOW HVAC SYSTEMS	5/15/202	3				05/15/23
23 - HVAC	238239	ELECTRIC HEATERS	5/15/202	3				05/15/23
AD - HAME	e-core-cy	SERWINIOTANIA						
26 - ELECTRICAL	260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS & CABLES	5/15/202	3				05/15/23
26 - ELECTRICAL	260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	5/15/202	3				05/15/23
26 - ELECTRICAL	260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	5/15/202	3				05/15/23
26 - ELECTRICAL	260533.13	CONDUIT FOR ELECTRICAL SYSTEMS	5/15/202	3				05/15/23
26 - ELECTRICAL	260533.16	BOXES FOR ELECTRICAL SYSTEMS	5/15/202	3				05/15/23
26 - ELECTRICAL	260548	SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS	5/15/202	3				05/15/23
26 - ELECTRICAL	260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	5/15/202	3				05/15/23
26 - ELECTRICAL	260913	ELECTRICAL POWER MONITORING	5/15/202	3				05/15/23
26 - ELECTRICAL	260923	LIGHTING CONTROL DEVICES	5/15/202	3				05/15/23
26 - ELECTRICAL	267200	LOW-VOLTAGE TRANSFORMERS	5/15/202	3				05/15/23
26 - ELECTRICAL	262416	PANELIDARDS	5/15/202	3				05/15/23
26 - ELECTRICAL	762726	WIRING DEVICES	5/15/202	3				05/15/23
26 - FLECTRICAL	262816.16	ENCLOSED SWITCHES	5/15/202	3				05/15/23
26 - ELECTRICAL	264300	SURGE PROTECTIVE DEVICES	5/15/202	3				05/15/22
25 - ELECTRICAL	265100	INTERIOR LIGHTING	5/15/202	3				05/15/23
26 - ELECTRICAL	265200	EMERGENCY LIGHTING	5/15/202	3				05/15/23
26 - ELECTRICAL	265600	EXTERIOR LIGHTING	5/15/202	3				05/15/23
29 - ELECTRICAL	***************************************	HOSSEGURIE AND LANCE						
27 - COMMUNICATIONS	271500	COMMUNICATIONS HORIZONTAL CABLING	5/15/202	3				05/1.5/23
28 - ELECTRONIC SAFETY AND SECURITY	280500	EMERGENCY RADIO COMMUNICATIONS ENHACEMENT SYSTEM (BOA SYSTEM)	06/09/2	3	06/09	23		06/09/23
28 - ELECTRONIC SAFETY AND SECURITY	283111	ADDRESSABLE FIRE ALARM SYSTEMS	5/15/202	3				05/15/23
31 - EARTHWORK		NOT USED						
32 - EXTERIOR IMPROVEMENTS		NOT USED						
33 - UTILITES		NOT USED						



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning Department - Budget Amendment to Revise HOME Grant 2020 and Close HOME Grant 2015 and Home Grant 2016

BRIEF SUMMARY:

This budget amendment is to revise HOME Grant 2020 revenues and expenditures for additional program fees received to date. This budget amendment also adjusts the budget to close HOME Grant 2015 and HOME Grant 2016 that have been completed. The project ordinance has also been updated to reflect these updates.

REQUESTED ACTION:

Motion to adopt budget amendment and associated project ordinance.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Robert Anderson, Community Development Planner

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Community Development Special Revenue Project Ordinance
- Budget Amendment
- □ Fund 410 Tracking Sheet

CABARRUS COUNTY COMMUNITY DEVELOPMENT SPECIAL REVENUE PROJECT ORDINANCE

BE IT ORDAINED by the Board of Commissioners of the County of County of Cabarrus, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The projects authorized is for the Grant Projects for the purpose of receiving and disbursing funds as directed by Home Program Grant and the Department of Commerce. The projects are referenced in Section 3.

Section 2. The officers of this unit are hereby directed to proceed within the terms of the Generally Accepted Accounting Principles (GAAP), the grant terms, the rules and regulations of the Department of Commerce and the budget contained herein.

Section 3. The following budgeted amounts are appropriated for the projects:

CDBG: Sub-Contractor	\$ 42,352
Home 2020: Sub-Contractor Consultants	188,386 8,366
Home 2023-ARP Sub-Contractor Consultants	578,000 45,900
Total	\$ 863,004

Section 4. The following budgeted revenues are anticipated to be available to complete these projects.

CDBG:	\$42,352
Program Fees	Φ42,332
Home 2020:	
Home Consortium Revenues	147,795
Program Fees	14,100
Contribution from General Fund	34,857
Home 2023-ARP	623,900
Total	\$863,004

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project sufficient detailed accounting records to satisfy the terms of any debt financing resolutions and any grant agreements or federal and State regulations.

Section 6. Funds may be advanced from the General Fund for the purpose or making payments as due. Reimbursement requests should be made to the granter agencies in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8. Copies of this grant project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out the projects.

Section 9. At the completion of each individual project, all unrestricted excess funds are transferred to the General Fund and the Grant Project Ordinance is closed.

Section 10. The County Manager is hereby authorized to transfer revenues and appropriation within an ordinance as contained herein under the following conditions:

- a. The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$100,000 between functions of the same ordinance.
- c. The Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
- d. The Manager may either enter into and execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

Adopted this 21st day of August 2023.

	CABARRUS COUNTY BOARD OF COMMISSIONERS
	BY: Stephen M. Morris, Chairman
ATTEST:	
Clerk to the Board	

Budget Revision/Amendment Request

Date: August 21, 2023		Amount:	283,141.79
Dept. Head: Kelly Sifford (Prepared by Suzanne Burgess)		Department:	Fund 410 - Community Development Block Grants
Internal Transfer Within Department	☐ Transfer Between Departments/Funds		✓ Supplemental Request

This budget amendment is to revise HOME Grant 2020 revenues and expenditures for additional program fees received to date. This budget amendment also adjusts the budget to close HOME Grant 2015 and HOME Grant 2016 that are completed. The project ordinance has been updated to reflect these updates.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
410	6	3672-6432	Home Consortium Revenues - HOME 2015	94,683.54	-	94,683.54	-
410	6	3672-6606	Program Fees - HOME 2015	44,495.00	-	44,495.00	-
410	6	3672-6902	Contribution from General Fund	25,000.00	-	25,000.00	-
410	9	3672-9383	Sub Contractor - HOME 2015	159,887.00	-	159,887.00	-
410	9	3672-9605	Consultant - HOME 2015	4,291.54	-	4,291.54	-
							-
410	6	3673-6432	Home Consortium Revenues - HOME 2016	97,663.25	-	97,663.25	-
410	6	3673-6902	Contribution from General Fund	25,000.00	-	25,000.00	-
410	9	3673-9383	Sub Contractor - HOME 2016	119,392.00	-	119,392.00	-
410	9	3673-9605	Consultant - HOME 2016	3,271.25	-	3,271.25	-
410		2674.6606	Description Force HOME 2020	10,400,00	2 700 00		- 14 100 00
410	6	3674-6606	Program Fees - HOME 2020	10,400.00	3,700.00	-	14,100.00
410	9	3674-9383	Sub Contractor - HOME 2020	184,686.00	3,700.00	-	188,386.00

CABARRUS COUNTY HOME GRANTS FUND 410 AS OF July 13, 2023 FY 2024

CDBG	2010	Grant
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	ORG	OBJECT	PROJECT	ACCOUNT DESCRIPTION	TYPE	BUDGET	BA	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET
	41063660	6606	2010	Prog Fees	R	(42,352.00)	-	(42,352.00)	(42,352.00)	-
					_					
	41093660	9383	2010	Sub-Cont	E	42,352.00	-	42,352.00	41,817.75	534.25
HOME 2015	(COMPLETI	ED AND CLO	SE)							
	41063672		NO PROJ	Home ConsR	R	(94,683.54)	94,683.54	-	_	-
	41063672	6606	NO PROJ	Prog Fees	R	(44,495.00)	44,495.00	-	-	-
	41063672	6902	NO PROJ	Cont GF	R	(25,000.00)	25,000.00	-	-	-
						(164,178.54)	164,178.54	-	-	-
	41093672	9383	NO PROL	Cult Court	_	150 007 00	(450,887,00)			
			NO PROJ NO PROJ	Sub-Cont	E E	159,887.00	(159,887.00)	-	-	-
	41093672	9605	NO PROJ	Consultant	· —	4,291.54 164,178.54	(4,291.54) (164,178.54)	<u>-</u>	<u>-</u>	-
HOME 2016	(COMPLETI	FD AND CLC	(SF)			104,176.54	(104,176.54)	<u> </u>		<u> </u>
	41063673		NO PROJ	Home ConsR	R	(97,663.25)	97,663.25	_	_	-
	41063673		NO PROJ	Cont GF	R	(25,000.00)	25,000.00	_	-	-
						(122,663.25)	122,663.25	-	-	-
	44000670	0000			_	440,000,00	(440, 202, 00)			
	41093673		NO PROJ	Sub-Cont	E	119,392.00	(119,392.00)	-	-	-
	41093673	9605	NO PROJ	Consultant	E	3,271.25 122,663.25	(3,271.25) (122,663.25)	-	-	-
HOME 2020)				_	122,003.23	(122,003.23)	-	<u>-</u>	<u> </u>
	41063674	6432	NO PROJ	Home ConsR	R	(147,795.00)	-	(147,795.00)	-	(147,795.00)
	41063674	6606	NO PROJ	Prog Fees	R	(10,400.00)	(3,700.00)	(14,100.00)	(14,100.00)	-
	41063674	6902	NO PROJ	Cont GF	R	(34,857.00)	-	(34,857.00)	(34,857.00)	-
						(193,052.00)	(3,700.00)	(196,752.00)	(48,957.00)	(147,795.00)
	41093674	9383	NO PROJ	Sub-Cont	E	184,686.00	3,700.00	188,386.00	(0.93)	188,386.93
	41093674		NO PROJ	Consultant	E	8,366.00	3,700.00	8,366.00	2,301.09	6,064.91
	41033074	3003	NOTROJ	Consultant	<u> </u>	193,052.00	3,700.00	196,752.00	2,300.16	194,451.84
HOME 2023	- ARP					133,032.00	3,700.00	130,732.00	2,300.10	13 1, 13 1.0 1
	41063675	6432	ARP	Home ConsR	R	(623,900.00)	-	(623,900.00)	-	(623,900.00)
	41093675	9383	ARP	Sub-Cont	E	578,000.00		578,000.00		578,000.00
	41093675	9605	ARP	Consultant	E	45,900.00	-	45,900.00	-	45,900.00
	41093073	9003	ARP	Consultant	<u> </u>	623,900.00	-	623,900.00	-	623,900.00
					_					
				Revenue Total		(1,146,145.79)	283,141.79	(863,004.00)	(91,309.00)	
				Expense Total		1,146,145.79	(283,141.79)	863,004.00	44,117.91	818,886.09
				Grand Total		-	-	-	(47,191.09)	47,191.09



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Acceptance of Bike Safe Grant

BRIEF SUMMARY:

The Bike Safe grant is funded by the Governor's Highway Safety Program. The grant funds educational programs for motorcycle drivers to reduce preventable traffic crashes involving motorcycles. The Bike Safe Grant is a \$5,000.00 dispersal with no required county match. A budget amendment will be needed. It is attached along with a resolution.

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Chief Deputy Tessa Burchett

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Bike Safe Grant Application
- Approval Letter
- Bike Safe Grant Contract Resolution
- Bike Safe Grant Budget Amendment

North Carolina Governor's Highway Safety Program SECTION A – GENERAL INFORMATION 1. Project Title: * BikeSafe NC Region Coordinator 3. Contact Person for Agency: 2. Agency: 1000000041 - CABARRUS COUNTY **Grady Christie** 4. Agency Address: 5. Telephone Number: * **SHERIFF** (704) 920-3000 PO Box 525 6. Cell Phone: CONCORD, NC 28026-0525 (704) 743-3863 7. Physical Location of Agency * 8. Email of Contact Person * 30 Corban Ave. SE glchristie@cabarruscounty.us Concord, NC 28025 9. Federal Tax ID Number / Type of Agency 10. Project Year * Federal Tax ID Number: * 56-6000281 ○ New Continuation Unique Entity Identifier: PF3KTEELMHV6 Year: () 1 \bigcirc 2 \bigcirc 3 4+ County: * CABARRUS Fiscal Year 2024 Type of Agency State Non-Profit 11. Allocation of Funding * County Higher Education Municipality Hospital Federal % 100.00 Local % 0.00 **Source of Funds Total Project Amount Federal Amount** 12. Budget State/Local Amount Personnel Costs **Contractual Services** Other Direct Costs \$5,000.00 \$5,000.00 Indirect Costs **Total Project Costs** \$5,000.00 \$5,000.00 13. Specify How Non-Federal Share Will Be Provided: No local match Project Number: CFDA#: 20, 600 Work Type: MC-24-03-05 Motorcycle Safety SECTION B - DESCRIPTION OF PROJECT Statement of Problem (Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at: https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx) In 2021, 245 motorcyclists died in North Carolina. The number of fatalities is an increase of 33 deaths compared to 2020. Motorcyclists accounted for 13% of all traffic fatalities in 2021. Based on the 5-year moving average, motorcyclist fatalities have changed little in North Carolina over the past ten years. In comparison with passenger vehicle crashes, motorcycle crashes disproportionately occur on rural roads, are single-vehicle crashes, and involve alcohol. Four counties in North Carolina—Wake, Guilford, Cumberland, Robeson, and Mecklenburg—account for 30 percent of the state's motorcyclist fatalities. However, many counties with the highest fatality rates per registered motorcycle are in the state's less populated, mountainous part.

Proposed Solution (Begin with a one-sentence summary of your project. Then describe in detail how your proposed project will address the problem identified in the "Statement of Problem" section):

The Governor's Highway Safety Program supports the statewide BikeSafe NC Program. Coordination of this program utilizes six regional BikeSafe NC Regional Coordinator positions. Planning, preparation, and reporting activities for BikeSafe NC training and events occur through the guidance and coordination effort of the Regional Coordinators, BikeSafe NC Regional Coordinators are responsible for continued efforts to promote and involve law enforcement agencies in these lifesaving endeavors. Regional Coordinators are responsible for ongoing efforts to encourage and involve law enforcement agencies in these lifesaving endeavors. To this end, Regional Coordinators host events, attend and conduct meetings, assist other BikeSafe NC agencies with organizing events, respond to public inquiries associated with their region and report all efforts and activities back to the BikeSafe NC Statewide Coordinator.

Budget Justification (Provide a detailed explanation of the costs associated with proposed project):

To cover the quarterly meetings with area coordinators to discuss the new curriculum, BikeSafe classes, and future training opportunities.

Travel Justification (Provide justification for all travel expenses):

In-state travel and out-of-state funds will be used for travel to perform Regional Coordinator functions, training, and responsibilities. Funds cover the cost to attend traffic safety conferences and training similar to NCGHSP's traffic safety conference, the annual Lifesaver's national conference, the GHSA annual conference, and training related to motorcycle safety, instructor skills, and education.

To be completed by law enforcement agencies seeking first year grant: Provide the agency's number of sworn officers 243 Does the agency currently have a dedicated traffic or DWI unit? Yes (•) No (If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit? 5

For applicants requesting enforcement grants, please provide the following county fatality rankings: Information can be located at:

https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Overall Fatality Ranking:	22
Alcohol Fatality Ranking:	28
Unrestrained Fatality Ranking:	32
Speed Related Fatalities:	35
Other Applicable Rankings: (Specify)	Motorcycle fatality 16th

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

Year 2020	Occupant Protection Citations 350	DWI Citations 138	Speed Citations 2,817
Year 2021	Occupant Protection Citations 417	DWI Citations 116	Speed Citations 2,467
Year 2022	Occupant Protection Citations 265	DWI Citations 193	Speed Citations 2,777

Goals and Objectives (Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:

https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Goal #1: Reduce motorcycle fatalities in NC by 5% from the 2017-2021 average of 209.2 to 198 from October 1, 2023, to September 30, 2024.

- Objectives: Promote the BikeSafe NC program by contacting all motorcycle dealers, motorcycle clubs, and associations within the region at least one time by September 30, 2024.
 - Conduct at a minimum 4 BikeSafe NC Site Coordinator (BSSC) meetings to discuss current highway safety activities, BikeSafe NC and GHSP issues, training opportunities, and legal updates and concerns.
 - Compile a quarterly regional report and submit to the GHSP BikeSafe NC grant specialist within 15 days after the end of the quarter that includes a summary of the Site Coordinators Meetings and activities by the BS Regional Coordinator.
 - · Contact local media outlets with information about BikeSafe NC initiatives, educational events or other traffic safety topics three times a quarter.

	 Host annual "Kick Off" event meetings to set agen- regarding GHSP campaigns. 	das, coordinate qu	arterly meetings and	I provide information flow
Go	pal #2:			
Ob	ojectives:			
Go	pal #3:			
Ob	ojectives:			
	low are the 5-year goals of the NC Governor's Highway Sa ety project should match one or more of the GHSP goals.			for funding, your traffic
\boxtimes	Reduce NC's traffic-related fatalities by 17.58% from the 201	6-2020 average of	f 1458.6 to 1,202 by	December 31, 2024.
	Reduce NC's alcohol-related fatalities by 5% from the 2016-2	2020 average of 4	17.2 to 396 by Decer	mber 31, 2024.
	Reduce NC's unrestrained fatalities by 5% from the 2016-202	20 average of 430.	4 to 408 by Decemb	er 31, 2024.
	Reduce NC's speed-related fatalities by 10% from the 2016-2	2020 average of 42	27.2 to 384 by Dece	mber 31, 2024.
	Reduce NC's young driver-related fatal crashes by 5% from t	he 2016-2020 ave	erage of 172.4 to 163	by December 31, 2024.
	Reduce NC's motorcycle fatalities by 5% from the 2016-2020	average of 190.8	to 181 by Decembe	r 31, 2024.
	Increase NC's seat belt usage rate 1.0 percentage points from	m 90.8% in 2022 to	o 91.8% by Decemb	er 31, 2024.
	SECTION C – B	SUDGET DETA	IL	
Otl	her Direct Costs			
#	Equipment	Quantity	Cap Amount	Cost
		Total I	Equipment Cost	
Oth	her Equipment Details :			
#	Other Items and Equipment Direct Cost:			Cost
1	Site Coordinator Quarterly Meetings			\$250.00
	Total Other	Items and Equipm	ent Direct Cost:	\$250.00
#	Travel			Cost
1	In-State Travel			\$2,250.00
2	Out-of-State Travel			\$2,500.00
		To	otal Travel Cost:	\$4,750.00
			er Direct Costs:	\$5,000.00
	SECTION D – SCHEDULE the schedule of tasks by quarters, referring specifically to the ivities to be performed in each quarter.	OF TASKS BY cobjectives in Sec	QUARTERS tion B. Tasks should	be a bulleted list of
	·			
Co	onditions for Enforcement Projects Only By checking this box, the above agency agrees to the terms.	helow as additiona	al activities to be ner	formed as part of this
	project.			onned de part or une
	 A minimum of one (1) nighttime and one (1) daytime se A minimum of one (1) impaired driving checkpoint per in 		er month;	
	A minimum of one (1) impaired driving checkpoint per in A minimum of 50% of seat belt initiatives must be conducted.		ween the hours of 7:	00 p.m. and 7:00 a.m.;
	 Participation in all "Click It or Ticket" and "Booze It & Lo 	ose It" campaigns;		
	 Participation in any event or campaign as required by t Attempt to utilize one of the Forensic Tests for Alcohol 		reath Alcohol Testin	g (BATMobiles) units
	during at least one of the impaired driving checkpoints			J ,

First Quarter (October, November, December) - Attend all GHSP meetings and events as requested or invited. - Conduct Site Coordinators meeting to discuss current BikeSafe NC & GHSP issues. - Compile a quarterly regional report and submit to the assigned GHSP BikeSafe NC grants manager. - Make contact with a minimum of three motorcycle dealers/motorcycle clubs within the Region. - Reach out to a minimum of one local media outlet with information about BikeSafe NC initiatives. Second Quarter (January, February, March) - Attend all GHSP meetings and events as requested or invited. - Conduct Site Coordinators meeting to discuss current BikeSafe NC & GHSP issues. - Compile a quarterly regional report and submit to the assigned GHSP BikeSafe NC grants manager. - Make contact with a minimum of three motorcycle dealers/motorcycle clubs within the Region. - Reach out to a minimum of one local media outlet with information about BikeSafe NC initiatives. Third Quarter (April, May, June) - Attend all GHSP meetings and events as requested or invited. - Conduct Site Coordinators meeting to discuss current BikeSafe NC & GHSP issues. - Compile a quarterly regional report and submit to the assigned GHSP BikeSafe NC grants manager. - Make contact with a minimum of three motorcycle dealers/motorcycle clubs within the Region. - Reach out to a minimum of one local media outlet with information about BikeSafe NC initiatives. Fourth Quarter (July, August, September) - Attend all GHSP meetings and events as requested or invited. - Conduct Site Coordinators meeting to discuss current BikeSafe NC & GHSP issues. - Compile a quarterly regional report and submit to the assigned GHSP BikeSafe NC grants manager. - Make contact with a minimum of three motorcycle dealers/motorcycle clubs within the Region. - Reach out to a minimum of one local media outlet with information about BikeSafe NC initiatives. - Attend SMSA National Training Summit

		nd attached the Grant Agreement. The information
Name:	PIN:	Date:
	cation is not a guarantee of grant being approv ubmitted, it cannot be changed unless it has a	
FOR GHSP USE ONLY:		
Recommendation:		
Date:		



STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER GOVERNOR J. ERIC BOYETTE SECRETARY

June 20, 2023

Grady Christie
CABARRUS COUNTY
SHERIFF
PO Box 525
CONCORD NC 28026-0525
Application number: 100001734

Application number: 1000017349 Ref: 2024 Application Approval

Dear Grady Christie,

The Governor's Highway Safety Program (GHSP) grant management team has completed its final review of applications for fiscal year 2024, which begins October 1, 2023. Your application was approved to proceed to the next stage of the funding process. The next step of the funding process is the submission of the Agreement of Conditions, Resolution (if required) and the Pinning of your electronic application.

Although your application has been approved, this does not assure funding. Final approval of funds will not be made until late September when your Agreement is finalized.

Please feel free to contact your Highway Safety Specialist should you have any questions or concerns in regards to this request. The GHSP appreciates your dedication and contribution to highway safety. Thank you for being part of the North Carolina Highway Safety Plan.

Sincerely,

Mark Ezzell Director

Mailing Address: NC DEPARTMENT OF TRANSPORTATION GOVERNOR'S HIGHWAY SAFETY PROGRAM 1508 MAIL SERVICE CENTER RALEIGH, NC 27699-1508

Telephone: (919) 814-3650

Website: www.ncdot.gov/programs/GHSP/

Totalion
750 NORTH GREENFIELD PARKWAY
GARNER, NC 27529

North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHE	REAS, the				(nerein called the
"Age	* *	(The Aı	pplicant Agency	<i>y</i>)	
has c	completed an applica	tion contract for traff	ic safety fu	nding: and that	he Governing Body of the Agency)
		(herein called	d the "Gov	erning Body") has thoro	ughly considered the problem
ident	ified and has review	ed the project as des	cribed in th	ne contract;	
THE	REFORE, NOW BE	IT RESOLVED BY T	HE	(Governing Bo	IN OPEN
					, NORTH CAROLINA,
					, NORTH OAROLINA,
THIS	DAY OF		, 20	_, AS FOLLOWS:	
1.	That the project ref	erenced above is in t	the best int	terest of the Governing	Body and the general public; and
2.	That(Name	and Title of Representative)		is authorized t	to file, on behalf of the Governing
			•	•	ghway Safety Program for federal
	funding in the amo	unt of \$(Federal Dollar	r Request)	to be made to the Gov	verning Body to assist in defraying
		ect described in the c			
3.	That the Governing	Body has formally a	ppropriate	d the cash contribution	of \$as (Local Cash Appropriation)
	required by the pro				
4.	That the Project Di	rector designated in t	the applica	tion contract shall furnis	sh or make arrangement for other
	appropriate person	s to furnish such info	rmation, d	ata, documents and rep	orts as required by the contract, if
	approved, or as ma	ay be required by the	Governor'	s Highway Safety Progi	ram; and
5.	That certified copie	s of this resolution be	e included	as part of the contract r	eferenced above; and
6.	That this resolution	shall take effect imm	nediately u	pon its adoption.	
DON	E AND ORDERED I	n open meeting by			
DON	E MIND ONDERED I	Topen meeting by _		(Chairpe	rson/Mayor)
ATTE	ESTED BY	(Clerk)			SEAL
		(Clerk)			
DATI	=				

Date: 8/21/2023	Amoun	: \$5,000.00	
Dept. Head: Sheriff Van W. Shaw	Departmen	:: 2110 - Sheriff's Office	
Internal Transfer Within Department	☐ Transfer Between Departments/Funds	✓ Sup	pplemental Request

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2110-6606-GHSP	Governor's Highway Safety Program Grant (revenue)	-	\$ 5,000.00		5,000.00
001	9	2110-9333-GHSP	Governor's Highway Safety Program Grant (expense)		\$ 5,000.00	а	#VALUE!
							0.00
							0.00
				-	\$ 10,000.00	\$ -	#VALUE!

#VALUE!

0.00

Date: 8/14/2023		Amount:	\$350,200.00	
Dept. Head: Sheriff Var	n W. Shaw	Department:	2110 - Sheriff's Office	
Internal Transfer W	ithin Department 🔲 T	ransfer Between Departments/Funds	✓	Supplemental Request
Creating RADIO Budge	t for FY 2024			

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2740-6614	Rental Fees	-	\$ 105,978.99		105,978.99
001	6	2740-6901	Fund Balance Re-appropriation		\$ 69,121.01		69,121.01
001	9	2740-9445	Purchased Services		\$ 158,500.00		158,500.00
001	9	2740-9610	Travel & Training		\$ 16,600.00		16,600.00
				-	\$ 350,200.00	\$ -	350,200.00

175,100.00

175,100.00

Date: 8/14/2023		Amount: \$452,193	.22	
Dept. Head: Sheriff Van W. Shaw		Department: 2110 - Sh	eriff's Office	
Internal Transfer Within Department	☐ Transfer Between Department	ts/Funds	1	Supplemental Request
Reappropriating FY 2023 RADIO funds to FY 2024				

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2740-6614	Rental Fees	-	\$ 105,391.53		105,391.53
001	6	2740-6901	Fund Balance Re-appropriation		\$ 120,705.08		120,705.08
001	9	2740-9331	Minor Office Equipment	-	\$ 12,619.91		12,619.91
001	9	2740-9445	Purchased Services		\$ 43,476.70		43,476.70
001	9	2740-9860	Equipment & Furniture		\$ 170,000.00		170,000.00
				-	\$ 452,193.22	\$ -	452,193.22

226,096.61

226,096.61



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - FY24 Radio Tower Revenues and Reappropriation of FY23 Radio Funds to FY24

BRIEF SUMMARY:

The county receives radio tower revenues from lease agreements with communication providers. The radio tower lease revenues and associated expenditures were previously accounted for in a Capital Outlay fund. Late in FY22, these funds were transferred to the General Fund. These funds have not been budgeted for FY24. Based on the lease agreements for FY24, \$105,979 will be received in revenues. There was an additional remaining balance of \$252,320 in the General Fund in FY23 from the previous radio funds. This agenda item is to request the total amount of \$358,299 from the radio tower revenues (\$105,979) FY24 new revenues be appropriated and the balance in the general fund (\$252,320) be reappropriated to the FY24 budget. These funds will be utilized for countywide radio expenses (radio account).

REQUESTED ACTION:

Motion to adopt the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Deputy Chief Tessa Burchett

BUDGET AMENDMENT REQUIRED:

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

Budget Amendment

Date:	August 21, 2	023		Amount:	\$358,299.00			
Dept. Head:	ept. Head: Sheriff Van W. Shaw			Department:	Department: 2110 - Sheriff's Office			
☐ Internal Transfer Within Department ☐ Transfer Between Departments/Funds ☐ Supplemental Request								
This budget amendment is to establish FY 2024 budget for Emergency Telephone department in the General Fund								
Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget	
001	6	2740-6614	RENTAL TOWER FEES	-	105,979.00	-	105,979.00	
001	6	2740-6901	FUND BALANCE - REAPPROPRIATION	-	252,320.00	-	252,320.00	
001	9	2740-9331	Minor Office Equipment	-	13,199.00	-	13,199.00	
001	9	2740-9445	Purchased Services	-	158,500.00	-	158,500.00	
001	9	2740-9860	Equipment & Furniture	-	170,000.00	-	170,000.00	
001	9	2740-9610	Travel & Training	-	16,600.00	-	16,600.00	



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATE	GORY:	
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COMMISSIONER AGENDA REQUESTS

SUBJECT:

BOC - Electronic Pet Fence

BRIEF SUMMARY:

A discussion regarding electronic pet fencing. Staff will provide information.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Chairman Stephen Morris

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

Chart

Jurisdiction	Other Method of Restraint Permitted (Y/N)	Relevant Language from Ordinance
City of Concord	Yes	Sec. 10-3 "Animal control. [Cabarrus County's animal control ordinance is hereby adopted by reference to include all amendments and updates made in the future and is on file in the office of the city clerk.]"
City of Kannapolis	Yes	Sec. 3-7 "If the secure enclosure is an invisible fence system, then all components of the system must be in working order and in proper place. Additionally, there must be a visible, permanent sign on the premises stating that there is an invisible fence."
City of Harrisburg	Yes	§ 94.01 "The town hereby adopts the Cabarrus County Animal Control Ordinance, as amended March 19, 1996, and as amended in the future. Copies of the county ordinance are on file and available for public inspection in the office of the City Clerk"
Cabarrus County	Yes	Sec. 10-6 "If it is an effective, working invisible fence, then there must be a visible, permanent sign on the premises stating that there is an invisible fence"
Rowan County	Yes	Sec. 5-36 "Sufficient restraint shall include, but is not be limited to, restraint by a leash attached to a harness or collar, or similar effective or humane device that is physically capable of restraining an animal"
Mecklenburg County	Yes	Sec. 3-71 "If the secure enclosure is an effective, working invisible fence, then there must be a visible, permanent sign on the premises

		stating that there is an invisible fence."
Union County	Not directly addressed	Sec. 6-8 "Any animal shall be considered under restraint if it is within the real property limits of its owner, or secured by an adequate leash or lead, or confined within a secure enclosure"
Stanly County	Yes	Sec. 6-H "A dog is under restraint if it is inside an area on the owner's property secured by a functional, properly maintained electronic fencing device"
Iredell County	Yes	Sec. 3-1 "Restraint means that an animal is under sufficient physical human control such as a leash, cage or carrier, bridle, or similar effective and humane device that restrains and controls the animal, or adequately contained by a fence on the premises or other secure enclosure."



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

COMMISSIONER AGENDA REQUESTS

SUBJECT:

BOC - Midland Library Discussion

BRIEF SUMMARY:

Discussion regarding the Midland Library Agreement.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Commissioner Wortman

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

Library Lease

PRESNELL BUSINESS PARK

JT & Phyllis S Presnell Family Limited Partnership 14352 Brooks Knoll Lane Mint Hill, NC 28227 Lease Agreement

JT & Phyllis S Presnell Family Limited Partnership (hereinafter called "Landlord") agrees to lease to The Town of Midland (herein after called "Tenant") 2682 Square Feet of space in the Presnell Business Park to be used at a library. This space is commonly known as 4297 C Hwy 24/27E, Midland, NC 28107.

The term of this Lease shall be 60 months, from January 1, 2019 thru December 31, 2023.

The Tenant agrees to pay \$3500.00 per month for the term of the Lease. Payment shall be due on the first day of each month and any payment not received by the sixth day of the month in which it is due shall be subject to a \$50.00 late payment fee.

The Tenant has the option to extend this Lease for an additional 12 months if written notice is given to the Landlord a minimum of 60 days prior to the termination of this Lease

The Tenant is responsible for their own signs, electricity, phones, internet, housekeeping, trash, and all interior maintenance including plumbing and HVAC (maximum expense to tenant \$500). The tenant is also responsible for their own taxes and insurance on inventory, personal property, equipment, and miscellaneous.

The Tenant shall procure, at their own expense, and keep in force, Public Liability Insurance in the minimum amount of \$1,000,000 to cover any accident or injury on the premises or common areas. The policy shall name the Landlord as an additional insured. The Tenant further agrees to hold the Landlord harmless for and against all claims incurred during the term of the lease.

The Landlord is responsible for taxes and insurance on the Real Property, water, sewer and all structural and exterior building maintenance.

Upon vacating the property, it will be returned to the Landlord in its original condition less normal wear and tear.

JT Presnell, Managing General Partner

John Crump, Mayor:

Federal ID# 56-2162907



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Approval of Regular Meeting Agenda

SUBJECT:

BOC - Approval of Regular Meeting Agenda

BRIEF SUMMARY:

The proposed agenda for the August 21, 2023 regular meeting is attached.

REQUESTED ACTION:

Motion to approve the agenda for the August 21, 2023 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:

ATTACHMENTS:

Regular Meeting



BOARD OF COMMISSIONERS REGULAR MEETING

August 21, 2023 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

PRESENTATION OF COLORS

INVOCATION

A. RECOGNITIONS AND PRESENTATIONS

- 1. Active Living and Parks Senior Center Month Proclamation
- 2. Department of Human Services Child Support Awareness Month Proclamation

B. INFORMAL PUBLIC COMMENTS

C. 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 and Removals Mental Health Advisory Board
- 2. Appointments Planning and Zoning Commission
- 3. Budget Vehicle Purchases
- 4. County Manager Revised Agreement with the Water and Sewer Authority of Cabarrus County
- 5. County Manager Site Selection for Regional Behavioral Health Center
- 6. Department of Human Services Family Caregiver Support Program Grant Budget Revision
- 7. Department of Human Services FY24 Home and Community Care Block Grant

- (HCCBG) Funding Plan Revision
- 8. Department of Human Services -Transportation Rural State Operating Grant
- 9. Fire Services- Mt. Pleasant Fire Department Staffing Grant Interlocal Agreement
- 10. Infrastructure and Asset Management -Frank Liske Park Office, Concessions, and Mini-Golf Renovations Bid Award
- 11. Infrastructure and Asset Management Library & Active Living Center at Mt. Pleasant and Virigina Foil Park Guaranteed Maximum Price
- 12. Planning Department Budget Amendment to Revise HOME Grant 2020 and Close HOME Grant 2015 and Home Grant 2016
- 13. Sheriff's Office Acceptance of Bike Safe Grant
- 14. Sheriff's Office FY24 Radio Tower Revenues and Reappropriation of FY23 Radio Funds to FY24
- 15. Tax Administration Refund and Release Reports July 2023

D. NEW BUSINESS

E. REPORTS

- 1. BOC Receive Updates from Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
- 2. BOC Request for Applications for County Boards/Committees
- 3. Budget Monthly Budget Amendment Report
- 4. Budget Monthly Financial Update
- 5. County Manager Monthly Building Activity Reports
- 6. County Manager Monthly New Development Report
- 7. EDC July 2023 Monthly Summary Report
- F. GENERAL COMMENTS BY BOARD MEMBERS
- G. WATER AND SEWER DISTRICT OF CABARRUS COUNTY
- H. CLOSED SESSION
- I. ADJOURN

Scheduled Meetings

September 5	Work Session	4:00 p.m.	Multipurpose Room
September 18	Regular Meeting	6:30 p.m.	BOC Meeting Room
October 2	Work Session	4:00 p.m.	Multipurpose Room
October 16	Regular Meeting	6:30 p.m.	BOC Meeting Room
October 18	Cabarrus Summit	6:00 p.m.	Cabarrus Arena

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

Vision: Our vision for Cabarrus is a county where our children learn, our citizens participate, our

dreams matter, our families and neighbors thrive, and our community prospers.

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

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

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

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



BOARD OF COMMISSIONERS WORK SESSION

August 7, 2023 4:00 PM

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation, Economic Development and Acquisition of Real Property.

BRIEF SUMMARY:

A closed session is needed to discuss matters related to pending litigation, economic development and acquisition of real property as authorized by NCGS 143-318.11(a)(3)(4) and (5).

REQUESTED ACTION:

Motion to go into closed session to discuss matters related to pending litigation, economic development, and acquisition of real property as authorized by NCGS 143-318.11(a)(3)(4) and (5).

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS: