

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
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

4. DISCUSSION ITEMS FOR ACTION

4.1. Active Living and Parks - Senior Center General Purpose approved by Centralina AAA Pg. 5

4.2. Active Living and Parks - Swimming Pool Agreement Pg. 9

4.3. BOC - Appointments to Boards and Committees Pg. 31

4.4. BOC - Economic Development Grant Program Policy Pg. 33

4.5. Cabarrus County Schools - Transfer Funds Pg. 43

4.6. County Manager- Proposal to Purchase Part of Hickory Ridge High School Property Pg. 46

4.7. County Manager - Purchase of a Temporary Easement for Forestry at Stonewall Jackson Property Pg. 85

4.8. Department of Human Services - Emergency Placement Fund - Child Welfare Pg. 88

4.9. Facilities Design & Construction - Presentation of Equipment Procurement GMP for Behavioral Health Building Pg. 97

4.10. Finance - Audit Contract for Fiscal Year Ending June 30, 2024 Pg. 100

4.11. Finance - Capital Project Grant Interest Budget Pg. 112

4.12. Human Resources - Continuation / Modification Request for Sign-On and Referral Bonus Programs Pg. 118

4.13. Human Resources - Public Safety Market Study Pg. 133

4.14. Planning Department - Odell School Road Abandonment and Closure Request Pg. 158

4.15. Sheriff's Office - Acceptance of Grant from State 911 Board for back-up radios Pg. 167

5. APPROVAL OF REGULAR MEETING AGENDA

5.1. BOC - Approval of Regular Meeting Agenda Pg. 199

6. CLOSED SESSION

6.1. Closed Session - Pending Litigation and Acquisition of Real Property Pg. 202

7. ADJOURN

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
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
March 4, 2024**

UPDATED:

Discussion Items for Action

4.9 Facilities Design & Construction – Presentation of Equipment Procurement for GMP for Behavioral Health Building

4.13 Human Resources – Public Safety Market Study

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Active Living and Parks - Senior Center General Purpose approved by Centralina AAA

BRIEF SUMMARY:

Centralina AAA has approved Active Living and Parks Senior Center General Purpose proposal for FY24. The approved funds are \$310 more than in the budget and we are seeking board approval for the attached budget amendment. General purpose funds are reimbursements that require a 25% county match. The match is allocated as Active Living Center Staff Salary. These funds are used to provide free programming for participants during May- Older Americans Month.

REQUESTED ACTION:

Motion to adopt budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Ian Sweeney- Project & Events Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Amendment

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Centralina AAA has approved our Senior Center General Purpose funding proposal at \$7,438. This amount is \$310 more than in the original FY24 budget. Proposals are submitted in October each year and require a 25% Cabarrus County match. The match of \$2,476 is reported as staff salary.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	8145-6364-SCGP	Senior Center General Purpose Reimbursement	(7,128.00)	(310.00)		(7,438.00)
001	9	8145-9417-SCGP	Senior Center General Purpose Expenditures	7,128.00	310.00		7,438.00
				-	-	-	-

Budget Officer

Approved
 Denied

County Manager

Approved
 Denied

Board of Commissioners

Approved
 Denied

Budget Revision/Amendment Request

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Active Living and Parks - Swimming Pool Agreement

BRIEF SUMMARY:

The current contract with Trident expired December 31, 2023. There were issues from time to time with the company. We went to bid in hopes of finding a more reliable company.

Mr. Lee, Cabarrus County General Council, worked with the company's attorney to create the agreement as written.

The agreement covers initial preparation, daily operations, lifeguards, and maintenance.

REQUESTED ACTION:

Motion to suspend the rules due to time constraints.

Motion to allow the County Manager to execute the agreement after review by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Londa Strong, Active Living and Parks Director
Jacob Wentink, Camp Spencer Park Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Camp Spencer Pool Agreement



SCMG

Camp Spencer
Management Contract Agreement
November 27th, 2023



Swim Club Management Group
9800 West Kincey Ave.
Suite #135
Huntersville, NC 28078
www.SwimClubCharlotte.com



SWIM CLUB MANAGEMENT AGREEMENT

This management agreement, between **Swim Club Management Group of Charlotte, LLC.** (the “Company”), a North Carolina corporation, and **Cabarrus County Government**(the “Customer”), is to provide for the operation and management by the Company of the Customer’s swimming pool/Swim Club located in **Cabarrus County, North Carolina** in accordance with the specifications, conditions, and terms set forth herein.

1. **Effective Date.** This agreement, when executed by both parties hereto, shall become effective immediately for **2024-2025**, as detailed in this agreement.
2. **Proposal Expiration Option.** This agreement is voidable at the Company’s option if not executed by the Customer and returned to the Company within thirty (30) days.
3. **Access and Utilities.** The Customer will permit and maintain free access to the pool site to the Company and upon signing this agreement the Customer will provide four (4) sets of keys to the Company to open any and all locks required to operate the pool. The Customer agrees to reimburse the Company for expenses associated with making these four (4) sets for keys. The Company shall keep and safeguard keys and only release keys to authorized personnel. Keys shall be returned to Customer in the event of termination of this agreement.

Customer shall also agree to furnish at the swim club without cost to Company:

1. water.
 2. electricity.
 3. 110 volt electric outlet in pump room.
 4. garbage pick-up service.
 5. lifeguard stands, rescue tubes, spinal backboard, and umbrellas for lifeguard stands.
 6. Landline telephone with capabilities of making local calls operational from April 15 through the end of the pool season.
 7. Equipment to operate pool required by local county health department codes.
 8. Complete written copy of pool rules shall be provided to the Company 30 days prior to Opening Day.
 9. Any other equipment or services necessary to render the pool facility compliant with industry standards according to any regulatory bodies with authority over the pool facility including, but not limited to, OSHA or the local health department.
4. **Telephone.** The Customer shall be responsible for providing an operational landline telephone from April 15 until the end of the pool season that is accessible to Company’s staff at the pool site. For safety reasons, and in compliance with local and state regulations, the pool will not open or be permitted without an operational landline telephone with corresponding address confirmed by 911 emergency response. The phone will be checked daily to ensure proper functionality.
 5. **Daily Opening Duties.** The Company agrees to provide the following services prior to opening the pool for operation. This work will be subject to review by the Customer’s General Manager, Pool Committee Person and/or Pool Manager.
 - a. remove and clean Customer’s pool cover (*where applicable*).
 - b. vacuum pool
 - c. clean pool enclosure area.



- d. inspect chemical feeders.
- e. inspect all filtration equipment.
- f. inspect flow meters, pressure gauges, and valves.
- g. mount guard chairs, and ladders.
- h. open restrooms and ensure restrooms were properly cleaned to park staff standards the evening prior.
- i. inspect underwater lights.
- j. order, store and inject all necessary chemicals to establish proper levels for: free chlorine, total alkalinity, pH, calcium hardness, and conditioner.
- k. set out and pressure wash deck furniture.
- l. start up equipment.
- m. company is not responsible for the installation or removal of ADA lifts, dive blocks, and/or backstroke flags.
- n. perform requisite repair work as needed and authorized by Customer (see "Repair Work").
- o. If Customer's pool needs to be drained and cleaned prior to opening Company agrees to do so for an amount not to exceed \$2,500.00. The cost of water to refill the pool will be the Customer's responsibility.

Permit: The Company will assist the Customer in obtaining a Swimming Pool Operation Permit from the local health department.

The Company shall:

1. Clean and chemically balance pool to health department standards.
2. Make necessary repairs and provide parts under the terms of "Repair Work" section of this Agreement.
3. Complete the Operating Permit Application and return it to the Health Department with the Permit Fee.
4. Schedule pre-season health department inspection and meet the county health department inspector at Customer's pool to walk through the inspection with the health department inspector, as required.

The Customer agrees to:

1. Reimburse Company for any applicable Permit Fees and \$25 processing fee.
2. Schedule health department inspection of the wells in the park and ensure they pass inspection prior to pool season start.

Initial Opening. Company agrees pool will be clean and free of algae no later than one (1) week prior to Opening Day, unless the Customer has contracted differently with the Company.

Preseason Swim Team Practice. If Customer hosts a swim team, and if requested by the Customer prior to April 1st. The Company shall prepare the pool for swim team practice earlier than the normal opening date at no extra charge to the Customer. Maintenance of the pool during such preseason swim team practice period shall be invoiced to Customer separately. The Company shall stand ready to provide daily maintenance and chemical testing during this period at a rate of \$125 per day.

6. Pool Operation. Company agrees to hire and train a Pool Manager, certified lifeguards, and other personnel



as required to operate the pool in accordance with **Attachment A** provided herein.

Safety Break or Lap Swim Periods. Company recommends clearing the pool once every hour for a period of 10 minutes, allowing use of the pool to only experienced or lap swimmers. Lap swim is considered continuous swimming back and forth in individual lanes. During this period, neither the Pool Manager nor the Lifeguards will be on duty or actively scanning the pool, and neither the Pool Manager, Lifeguards, nor the Company shall be responsible for anyone using the pool. All swimming during this periods is considered “swim at your own risk”. This recommendation shall be mandatory for pools where only one lifeguard is on duty.

Vandalism and Natural Disasters. The Customer shall pay additional charges to the Company for cleanup required as the result of vandalism, natural disasters, or Acts of God. The Company will seek Customer’s approval before starting cleanup procedures.

Post-Closing Day. At the option of the Customer, the Company will staff and maintain the pool, thus providing all necessary services to allow swimming with a lifeguard on duty after the Closing Day. The Customer will notify Company on or before August 10th concerning post-Closing Day openings. The cost is \$65.00 for each day (including days the pool is closed) from the originally scheduled Closing Day through the final day the pool is open for swimming, plus \$35.00 per lifeguard hour for time worked. An additional four (4) hours will be added for pre/post operational maintenance hours. Amount shall be paid to the Company on the initial day of post-Closing operation. The cost is to be extra to the contract in addition to the fees as provided hereinafter. This rate will also apply to any pre-Opening Day openings including those requests made by the Customer’s Swim Team. The Company maintains the right to decline any extension of services as determined by Attachment A based on the availability of staffing and additional resources.

Additional Lifeguards. The Company will provide lifeguards for special events and after-hours parties at the request of the Customer subject to the following:

Lifeguard hours and gate attendant hours provided by the Company other than those specified in this contract shall be billed to the Customer, Customer’s Swim Team, or Customer’s Members at the Company’s prevailing rate, which is currently \$35.00 per lifeguard hour. No lifeguard shall be provided by Company beyond the hour of 11:00 p.m. ET.

If additional lifeguards are needed for parties, special events (including Swim Team), or normal operations the Customer is required to use Company lifeguards.

Any organized gathering regardless of size must be booked through the Company’s website in advance. There will be no charge to the Customer for additional lifeguards for parties with 12 or fewer people attending.

If the Customer requires lifeguards for parties or special events during or after normal operation hours, the Customer is responsible for giving the Company seven (7) days prior notice via the Company’s website. For events where less than seven (7) days notice is provided, Company reserves the right to charge an additional fee. Reservation requests should include the following:

- a. \$100 per Birthday Party.
- b. Party time is 10 am – 4 pm.
- c. Group must wear issued wristbands for re-entry.
- d. 25 people allowed per booking.



- e. Swim fee is included with pool party payment.
- f. Parties must be at least 7 days prior to the event.
- g. Party area guarantees tables, seating, and storage of cake.

The Company will mandate the number of lifeguards required for after-hours events/parties based upon industry staffing standards. Notwithstanding, Customer does not allow after-hours events.

At the Company's discretion, one (1) additional lifeguard may be required for any teenage party, college age party, or for any party involving alcoholic beverages. Notwithstanding, no alcohol or tobacco products are allowed on Customer's property. Patrons may reserve parties through Customer's on-site park office. Customer agrees to provide one adult chaperone for each ten (10) people at a child or teenage party. Billing may include any time spent cleaning up after use by any special group or party.

The Company reserves the right to remove lifeguards and other staff members from the Customer's facility should an event occur that was not reported to the Company prior to transpiring, and the materialization of such event creates an unsafe environment for the users and the Company based on the ratio of guests to lifeguards. The Company will communicate to the Customer the need for such action at the time of the incident.

Inclement Weather Days. On inclement weather days the Company will keep a lifeguard at the pool until two (2) hours before closing. At such time, if the weather is still unsuitable for swimming, the pool will be closed for the day. Company shall have the right to close the pool early or reduce staff in the event of severe weather, as defined by the National Weather Service, with no refund due to Customer. The Company's policy regarding pool closure due to thunder and lightning is based on the recommendations of the National Lightning Safety Institute. At the first sound of thunder the pool will be cleared of swimmers for thirty (30) minutes. At the first sight of lightning the pool and pool deck will be cleared of all patrons for thirty (30) minutes. The pool and pool deck will reopen when thirty minutes have passed without any sighting of lightning or sound of thunder. In the absence of thunder or lightning the pool may also be cleared if rainfall becomes so intense that the bottom of the pool is not visible, with the pool reopening after the intense rain subsides and the bottom of the pool becomes visible. Further, the Company reserves the right to reduce staff on days when bather load (i.e., number of swimmers) is low.

Minimum Safety Standards. The Customer agrees and acknowledges that it is their responsibility and duty to operate Customer's pool within the established minimum safety standards, including maintaining a safe working environment for the Company's personnel, as well as adequate number of personnel. ANSI/The Pool and Hot Tub Alliance "Minimum Standards for Public Pools," the National Electric Code, and any and all state and local health and building codes shall be used as minimum standards for safety herein.

Customer acknowledges that the Company may bring the Customer's pool into compliance if necessary, at Customer's cost, with minimum standards in the following areas:

- a. Tile depth markings at water line and safety warnings on pool deck.
- b. Safety equipment: ring buoy(s), shepherd hook(s), first aid kit, and safety rope.
- c. Safety warning signs on the pool deck.
- d. GFI circuit breakers for underwater pool lights
- e. Purchase and maintain spinal backboard with straps and head immobilizer, rescue tube (one per lifeguard station and one extra), umbrella (one per lifeguard station).
- f. All submerged suction outlets must comply with the Virginia Graeme Baker Act.
- g. All federal, state, and local regulations.



- h. All OSHA required items needed as it relates to the pool and pool pump room.



Payment for work and equipment to bring Customer's pool within minimum standards on the above items shall be the responsibility of the Customer. Company shall have the right to temporarily suspend management services or cancel this agreement if Customer fails to comply with the Company's recommendations regarding minimum standards and chooses not to have the pool adhere to any minimum standards as defined above.

- 7. Closing.** The pool will be considered closed to swimmers on the day following the final day listed in **Attachment A.** (date will roll forward for future years) The Company will close the pool as soon after that date as Company deems possible. The Company will complete the following winterization services where applicable:
- a. Pump pool water to correct level
 - b. add anti-freeze to appropriate fixtures and equipment
 - c. drain pumps and hair/lint strainer
 - d. backwash and drain filter tanks
 - e. open all valves to the appropriate settings
 - f. store Customer's deck furniture at Customer's pool
 - g. remove and store skimmer parts
 - h. remove and store all lifeguard chairs
 - i. clean chemical feeders
 - j. drain and store hoses
 - k. lubricate filter system valves
 - l. add winterization chemicals to pool
 - m. Prepare pool and pool plumbing for freeze protection; Company agrees to use common and accepted winterization techniques.
 - n. install Customer's cover (*if applicable*)
 - o. winterization of bathhouses and/or pool house, if requested, will be billed in addition to payments noted in Section 17.**
- 8. Wading Pool(s) (Unguarded Pool/Pool Area).** IF APPLICABLE to Customer's facility - The supervision and safeguarding of the users of any unguarded pool and/or pool areas (i.e. wading pools, activity pools, spray pads, etc.) shall be the responsibility of the individual bathers and/or parents of said bathers using these defined pools and pool areas. The Company will not be responsible for any injury or loss related to the use of these pools and/or pool areas. The Company will agree to provide routine maintenance of these pools and pool areas. Customer agrees to indemnify and hold Company harmless from any and all claims for damages or injuries resulting from the utilization of Customer's unguarded pools and related pool areas as it pertains to supervision. Customer shall post a sign in any unguarded pool areas in accordance with all state and local regulations or industry standards and health department standards stating "NO Lifeguard on Duty. Children must be accompanied by an adult at all times." In addition, Company requires that Customer install and maintain fencing with self-closing, self-latching gates providing access to any such unguarded pools or pool areas.
- 9. Off-Season Service.** The Company will provide off-season service visits for Customer as outlined herein.
- One (1) weekly visit if pool is uncovered.
 - One (1) bi-weekly visit if pool is covered.



The following services will be performed, as appropriate, but no less than twice per-month, on off-season visits:

- a. Check chemicals and adjust as needed.
- b. Monitor calcium levels in the pool during the winter months.
- c. Leaf Vacuum Pool, as needed, and if uncovered.
- d. Blow off deck as needed.
- e. Backwash filters & clean strainer pots as needed.
- f. Report any off-season vandalism to Customer.
- g. Add winterization chemicals to help retard algae growth.

10. Personnel. All Company personnel who will work at the Customer's pool in fulfilling the terms of this agreement, including all pool managers and lifeguards, shall be employed solely by the Company and be employees of the Company. No pool manager or lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this agreement.

In an effort to combat labor shortages and provide employees with a competitive pay wage, all personnel employed by the Company to work at the Customer's pool facility will be compensated at a rate no less than \$15.00 per hour worked. All Facility Managers will be compensated at a rate no less than \$18.00 per hour worked.

- a. The Company agrees to pay the following for Company's employees, including all pool managers and lifeguards: wages; income tax withholdings; Social Security withholdings; State unemployment insurance; and Federal unemployment insurance.
- b. Personnel will be selected by the Company. Personnel not performing up to the reasonable expectations of the Customer will be replaced by the Company within 24 hours.
- c. All pool managers and lifeguards employed by the Company shall have Basic Lifeguard Certificates including CPR.
- d. Pool Managers and lifeguards shall have the authority to discipline swimmers and any and all other persons within the pool facility within their best judgement and sole discretion consistent with the published pool rules of the Customer and minimum safety standards.
- e. When a proper ratio of swimmers-to-lifeguards does not exist as determined by Company, and when additional lifeguards are available, Company reserves the right to temporarily increase the lifeguard staff in order to ensure a proper lifeguard-to-swimmer ratio. Lifeguard hours provided by the Company during such periods shall be billed to the Customer at the Company's prevailing rate, which is currently \$35.00 per lifeguard hour.
- f. The Company agrees to refund Customer fifty percent (50%) of the daily operating cost for each day the proper ratio of swimmers-to-lifeguards is such that the pool must be closed.
- g. The Company may decrease the number of personnel at the facility at any given time due to low bather load and/or activity at the pool without notifying the Customer in advance.
- h. Various Company personnel will be responsible for the following duties:
 1. lifeguarding predetermined pool(s)
 2. checking water chemistry and recording readings every hour
 3. maintaining chemical balance of pool water
 4. vacuuming pool
 5. cleaning tiles around pool edge
 6. backwashing filter system
 7. cleaning bathhouse daily
 8. cleaning swimming pool area



9. emptying trash
10. hourly restroom cleanings
11. straightening deck furniture
12. replenishing janitorial supplies in bathhouse
13. enforcing rules of the Customer for safety and convenience of Customer's members
14. assisting Customer in monitoring of membership
15. Maintaining the condition of the pool water within the tolerances of the local Health Department while pool is open to swimmers.

Free Chlorine	above 1.0ppm
PH	7.2 to 7.8
Total Alkalinity	80 to 120 ppm
Calcium Hardness	200 to 300 ppm
Chlorine Stabilizer	less than 100 ppm

Company is not contracted to:

1. Deep clean furniture
2. Power wash the pool deck
3. Pull weeds or grasses
4. Clean outside the fenced-in area
5. Deep clean restroom facilities.

In the event the local health department revokes permission to operate the pool due to poor water quality, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

- Formula: Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this agreement).

All of the foregoing notwithstanding however, the company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event of any Act of God, repairs, interference by Customer, together with any and all other reasons beyond the control of Company.

Any work performed by Company shall be subject to the conditions in the "Repair Work" section of this agreement.

The Company will invest substantial resources to train its employees and convey information concerning operational techniques and management procedures at the Customer's facility. Customer acknowledges that such information and investment is a valuable asset to the Company's business. Therefore, Customer agrees that for one (1) year after expiration or termination of this agreement, Customer will not employ an Assigned Employee (i.e. any employee assigned by Company to work at Customer's pool facility during the term of this agreement or any such extensions) in a role or position substantially similar to such business conducted or anticipated to be conducted by the Company; and will not directly or indirectly, solicit or induce—or encourage another entity or person to solicit or induce—any Assigned Employee to terminate an employment relationship or contract with the Company.



11. Repair Work. The Company will be available to perform any repair work related to the Customer’s pool facility needed during the term of this agreement; however, Customer shall have the option of using another contractor, or their own maintenance crew, for repair work. Any repairs needed at Customer’s pool must be verified by Customer before the onset of the repair.

Repair work will be billed as follows:

- a. Any repairs required as the result of error by the Company shall be paid for by the Company with no cost to the Customer.
- b. For specific repair work or necessary equipment where the cost does not exceed \$500.00, the Company shall bill Customer.
- c. Any work or equipment in excess of \$500.00 to be provided by the Company or Company’s subcontractors will be provided and billed to Customer. Such work or equipment shall be provided only upon the authorization of the designated representative of Customer listed in **Attachment C**. In the event the Customer elects not to have such work performed or equipment provided, Company may cancel this agreement if said election interferes with the Company’s ability to carry out its responsibilities under this agreement.

12. Chemicals and Supplies.

The Company agrees to supply, at its expense:

- a. The Company will provide all standard chemicals for maintaining safe and clean pool water under normal conditions throughout the summer, including chlorine/sanitizer, pH adjustment chemicals, calcium chloride, sodium bicarbonate, chlorine stabilizer, and diatomaceous earth, as needed. Company reserves the right to bill Customer additional for chemicals that are non-standard, such as phosphate removers, algacides, and water clarifier.
- b. Company will provide a chlorinator or liquid chemical pumps for Customer’s primary pool during the term of this agreement. Unless agreed otherwise herein, the Company reserves the right to remove this equipment upon termination of this agreement.
- c. The Company will provide refills for pool test kit reagents.
- d.
- e. The Company will provide the following janitorial supplies for use when pool is open:

toilet paper	disinfecting cleaners
paper towels	glass cleaner
replacement mop heads	toilet brushes
toilet bowl cleaners	floor cleaners
trashcan liners	

Company agrees to furnish the janitorial supplies listed above. The types of supplies provided are standard industry items. Should Customer have non-standard toilet paper holders, paper towel holders, or request specialty cleaning products Company reserves the right to invoice Customer for these items.

- f. Company agrees to re-supply the following first aid supplies:

Band-Aids	gauze pads and wraps
antibacterial ointment	ice packs
gloves	alcohol prep pads
triangle bandages	anti-itch cream



The contract price for the proposed Scope of Work has been calculated based on current prices for all necessary chemicals, fuel, supplies, etc.; however, the current market is volatile and sudden price increases may occur. Company agrees to use best efforts to obtain the lowest prices for chemicals, fuel, supplies, etc. from available suppliers, but if a sudden increases in costs occur after the execution of this proposal, Customer agrees to pay the increased cost. Any claim by the Company for payment related to a price increase shall require written notice from the Company to the Customer setting forth the increased cost, the material(s) in question, and the source of the supply.

The Customer agrees to supply:

- a. The Customer shall be responsible for the cost of replacing all light bulbs within the pool and general pool area.
- b. The Customer shall be responsible for providing, at no cost to the Company, the following equipment thirty (30) days prior to opening:

water hoses	pool vacuum heads
safety ropes	pool extension poles
pool vacuum hoses	ring buoys w/ heaving lines
life hooks	required pool signage
trash receptacles	water test kit
pole hangers	first aid kit
blood borne pathogen clean-up kit	safety tubes
return/vac diffusers/fittings	spray nozzles
mop for bathrooms	skimmer nets/brushes
fire extinguisher	secondary pump strainer baskets
pool signs as required by code	flowmeters
skimmer weirs, baskets, and lids	ladder bumpers, and escutcheons

Customer shall be responsible for supplying the above items, consistent with local health department regulations thirty (30) days prior to opening date. If Customer does not purchase these items thirty (30) days prior to opening date the Company will purchase these items and bill the Customer accordingly.

- c. Customer shall be responsible for supplying a completely stocked first aid kit and water testing kit, consistent with local health department regulations thirty (30) days prior to opening date. If Customer does not have a first aid kit and water test kit on-site thirty (30) days prior to opening date the Company will purchase a first aid kit and water test kit and bill the Customer accordingly.
- d. Customer shall be responsible for lawn care and landscaping around the facility, including outside and inside the fence line. Monthly weed and bug control around the pool deck is recommended.
- e. Additional chemical or labor: If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer’s equipment or loss of water due to a defect in Customer’s pool, water source, or recirculation system, Customer agrees to pay as an additional charge the reasonable expense of all said additional chemicals and/or labor after invoicing is provided by the Company.
- f. Condition of the Pool Upon Taking Over Management: For new clients, the Company will assume that upon taking over the management of the pool that the pool water will be in good condition. Should the pool water need to be drained and the pool shell cleaned the



Customer agrees to pay this expense. If the pool water needs to be treated with a chlorine shock treatment the Customer agrees to pay for the associated chemical costs.

13. Swimming Instruction. Swimming instruction/lessons will be provided by the Company for Customer's residents/members. The Company shall have exclusive rights to provide swimming instruction/lessons at Customer's pool during the term of this agreement. No individual may provide swimming instruction/lessons at the Customer's pool without prior written consent from the Company. Any individual providing swimming instruction/lessons without prior written consent from the Company will be asked to leave the Customer's pool.

Company shall be entitled to all fees paid for swimming instruction/lessons. Payment of fees shall be solely the responsibility of the Customer.

14. Emergency Closing of Pool. The Customer and/or Company may close the pool in an emergency situation, whether the emergency is caused by breakdown of equipment, or by other causes outside of the Company's control. An emergency related pool closing will not affect any other provisions of this agreement. Should a time lapse of more than ten (10) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the eleventh day forward on a pro-rated basis. The daily operating cost is to be computed at one percent (1%) of the total contract cost, until such time as the pool is reopened for normal operation. If the pool is not reopened for normal operation within thirty (30) days, either party may cancel this agreement by written notice to the other party. This section is only intended to apply to emergency situations that arise after the pool opens for the season as defined in Attachment A.

15. Insurance/Liability. The Company shall maintain and keep in full force the following coverage:

1. General liability insurance no less than the amount of **\$25,000,000.00**
2. Professional liability insurance no less than the amount of **\$25,000,000.00**
3. Workers' Compensation Insurance

Company shall supply copies of the certificates of insurance to the Customer verifying the above-mentioned insurance coverage upon request. It is the responsibility of the Customer to provide all other insurance coverage.

Company assumes no liability for damage or injury to persons or property arising from or caused by Acts of God or mechanical failure of equipment.

Except as to agents of Company, Company assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal, nor for the acts of "Good Samaritan" by any agents of Company. Notwithstanding, alcohol and tobacco products are not allowed on the Customer's property. The Company shall not be liable or responsible for any injuries or damages that arise at any time that is not within the hours of operation as stated in this agreement. To the extent permitted by law, Company shall indemnify Customer against liability for any and all damages, including all costs and attorney fees, except to the extent such liability was caused by the gross negligence of the Customer, its employees, agents, or independent contractors. To the extent permitted by law, Customer shall indemnify Company against liability for any and all damage, including all costs and attorney fees, except to the extent such liability was caused by the gross negligence of the Company.



The Customer shall maintain and keep in full force and affect the following coverage:

1. Premises liability insurance.
2. Comprehensive general liability insurance in the amount of no less than \$1,000,000.00 each accident and \$1,000,000.00 each person.

Customer agrees to supply copies of the certificates of insurance to the Company verifying the above-**mentioned** insurance coverage upon request. It is the responsibility of the Customer to provide all other insurance coverage.

At Customer's written request, Company will use its best efforts to have Customer named as an additional insured to the Company's general liability policy. As a condition precedent, Company will bill the Customer One Thousand Dollars (\$1,000.00) per policy year if Customer desires to be added as an additional insured. Company shall provide Customer with proof of insurance in the form of Certificates of Insurance verifying the above-mentioned insurance coverage.

Company shall not be responsible for any lost or stolen items from facility including, but not limited to, guest fees, snack bar items, and left behind valuables.

The Company shall not be liable for any damages to the Customer's pool related to or caused by lifting of the pool as a result of hydrostatic pressure.

16. Cancellation. The Customer shall have the right to cancel this agreement based on Company's non-performance of duties and responsibilities as follows:

1. Customer shall notify Company by certified mail of any problem(s) regarding performance as detailed in this agreement. Company shall have five (5) days following receipt of notification to remedy stated violation of contract. Notice via certified mail of non-performance related to regular summer operations must be provided between the period of May 1 – August 25. Any notification received outside of this period will be invalid for cancellation purposes.
2. If Company fails to remedy the violation within the five (5) day period and continues to not perform as detailed in this agreement, the Customer may terminate this agreement by providing five (5) days' written notice to Company by certified mail.
3. Any refund owed shall be paid within thirty (30) days after termination.

Refund to be computed as follows:

A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this agreement. That amount shall be multiplied by the number of days pool was operated under this agreement. That amount shall be subtracted from the total amount of contract price paid to Company by Customer as of termination date. The resulting figures shall be the refund to which the Customer is entitled.



The Company shall have the right to terminate this agreement for any reason with sixty (60) days written notice to Customer. The Customer will be responsible for all contractual payments due through those sixty (60) days, as defined in Attachment B of this agreement.

If Customer has paid all contractual payments as well as all other outstanding balances owed to Company, Customer has the right to cancel this agreement for any reason on October 1 in the year in which the agreement is set to expire if the Customer provides the Company with written termination notice of this intent within thirty (30) days prior to October 1 in the year in which the agreement is set to expire (i.e., on or before September 1 of that year). Upon termination, the Customer will be responsible for all contractual payments due through the term of the agreement as defined in Attachment B. Company and Customer agree that Customer's failure to pay all contractual payments as outlined in Attachment B will negate Customer's option to cancel this agreement as outlined in this paragraph.

17. Payments. The Company hereby proposes to perform the work and services set forth herein for the price outlined in **Attachment B**.

Payments are due as indicated in Attachment B. Any and all payments, including but not limited to payments as specified in Attachment B, payments for repairs, equipment or labor, not made on or before ten (10) days after the due date shall be subject to a delinquent payment of five (5%) percent of the amount due or any portion thereof. In the event payments are not received within ten (10) days from the due date, the Company shall have the right, at its option, and within its sole discretion, to terminate or suspend its services under this agreement and to withdraw and remove all personnel from Customer's pool facilities without any further or additional notice to Customer. Any such termination notwithstanding, Customer shall be fully responsible for all payments provided herein. Company may continue to suspend services until such time as the entire outstanding agreement balance is paid in full. If Company elects to pursue collection of any amount due under this agreement, Customer shall pay all said amounts, together with interest at the rate of 8% per annum from the date the same became due.

Customer will be in default of this agreement if any of the following occurs: (a) Customer fails to make a payment in full when due; (b) Customer becomes insolvent; (c) Customer fails to keep any promise Customer has made in connection with this agreement; (d) Customer makes any written statement or provides any financial information that is untrue or inaccurate at the time it is provided; (e) any creditor attempts to collect any debt Customer owes through court proceedings, set-off, or self-help repossession; or (f) anything else happens that causes Company to believe that the prospect of payment or performance is significantly endangered or impaired. If Customer is in default of this agreement, Company may: (a) declare unpaid principal, earned interest, and all other agreed charges Customer owes Company under this agreement immediately due; (b) use the right of set-off; (c) demand security or new parties obligated to pay amounts due under this agreement (or both) in return for not using any other remedy; and (d) use any remedy Company has under state or federal law. By choosing any one or more of these remedies, Company does not give up Company's right to use another remedy later. By deciding not to use any remedy should Customer be in default, Company does not give up Company's right to consider the event a default if it happens again.

Performance Clause. Each year, the Company agrees to issue a refund to the Customer of \$1,000.00 if the Company's service has not met the Customer's reasonable expectations. The Customer will evaluate the Company, via the Company's Monthly Performance Appraisal. The refund would be payable on November 1. Any and all refunds will be considered forfeited if the Performance Appraisals are not returned to the



Company within 10 days following the end of each month. Appraisals will be available for electronic submission.

Extension of Agreement. Upon the expiration of this agreement's original term or any renewal term, this agreement shall continue to renew for periods equal to the original contractual term length at the then-current contract price plus four percent (4%), unless and until: (i) Customer delivers a written termination notice pursuant to the cancellation without cause terms outlined in Section 16 above in which case the agreement shall terminate as of October 1 of that year; or (ii) this agreement is otherwise terminated pursuant to the terms contained herein. During any renewal term of the agreement, the terms, conditions, and provisions set forth in this agreement shall remain in full effect, however, opening and closing dates shall adjust accordingly.

- 18. Governing Law.** This agreement shall be governed by the laws of the State of North Carolina.
- 19. Strict Compliance.** No failure of either party to exercise any power or right granted hereunder or to insist upon strict compliance by a party with its obligations and duty hereunder shall constitute a waiver of a party's right to demand strict compliance with the provisions hereof at any time.
- 20. Time of Essence.** Time is of the essence of this agreement.
- 21. Entire Agreement, Modification, Binding Effect.** This agreement, including Attachments A-D, constitutes the entire agreement of the parties and supersedes any prior agreements, understanding or negotiations, written or oral. This agreement may not be modified or amended except in writing, signed by both parties. This agreement shall be binding upon and inures to the benefit of the Customer and Company and their respective heirs, successors and assigns.
- 22. Rights Cumulative.** All rights and powers under this agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to any and all other provided at law or in equity.
- 23. Company's Option in the Event of Change in Laws.** If there is a change in local, state, or federal law concerning any cost aspect relating to this proposal, including an increase in federal, state or local minimum wage laws, the Company may present a new contract amount to Customer, which new contract shall supersede and replace this agreement. Customer shall have five (5) days from the date of receipt of the new contract in which to reject the new contract. In the event the Customer elects to reject the new contract, this agreement may be terminated at the sole option of the Company. Unless rejected by Customer, as provided herein, the new contract will become effective and this agreement will terminate at the Company's option on the sixth (6) day after receipt.
- 24. Attorney Fees.** Except as provided in Section 15, each party shall be responsible for its own attorneys' fees related to this Agreement or the enforcement thereof.
- 25. Acceptance.** Acceptance of this agreement by Customer through signatures below and return of this agreement along with any payments due hereunder, will constitute a contract entered into in accordance with any specifications, terms and conditions, supplements, or addenda attached hereto.



(This space intentionally left blank.)

Swim Club Management Group of Charlotte, LLC.

By: _____

Title: _____

Date: _____

Camp Spencer

By: _____

Title: _____

Date: _____



Attachment A

Dates of Operation:

The Pool will be open on the following days in 2024:
(2025 will be adjusted accordingly)

Saturday, May 25th through Monday, September 2nd, 2024
(2025 will be adjusted accordingly)

Hours of Operation and Staffing:

The pool is to be open during the following hours and with the noted staffing levels:

May 25th through August 4th

Monday through Friday

4 Lifeguards 10:00am-4:00pm

Saturday and Sunday

4 Lifeguards 10:00am-7:00pm

August 5th through September 2nd

Monday through Friday

No Lifeguard Pool is closed

Saturday and Sunday

4 Lifeguards 10:00am-7:00pm

Labor Day

4 Lifeguards 10:00am-7:00pm

Additional Lifeguards will be available at a rate of \$35.00 per hour.

Customer Initials _____

Company Initials _____



Attachment B

Payments. The Company hereby proposes to perform the work and services as set forth in the Swim Club Management Agreement based upon specifications, conditions, and terms as set forth herein. Payments shall be made by the Customer in accordance with the following schedule: This payment Schedule is for January 1st, 2024, through June 30th, 2024.

a.	Five (5%) percent due on or before January 1 2024	4,674.60
b.	Ten (10%) percent on or before March 1 2024	9,349.20
c.	Twenty (20%) percent on or before May 1 2024	18,698.40
d.	Twenty-five (25%) percent on or before June 1 2024	23,373.00
		<u>56,095.20</u>

**The above pricing does not include applicable sales tax. Tax will be added to each contract installment as per county and state regulations.*

***If this contract is signed after January 1, all installment payments due from January 1 through the date of contract execution will be due upon execution of the contract.*

Customer Initials _____
Company Initials _____



Attachment C

Customer Contact Person. Please direct all Company communications to the following Customer representative:

Customer Name _____

Customer Contact Person _____

Phone _____

Email _____

Customer Billing Contact Information. Please direct all billing to the following Customer representative:

Billing Contact Person _____

Billing Address _____

City _____ State _____ Zip _____

Billing Phone _____

Billing Email _____

Pool/Facility Address:

Street _____

City _____ State _____ Zip _____

County _____ Pool/facility telephone _____

Customer Initials _____

Company Initials _____



Attachment D

Miscellaneous Items:

1. Customer agrees to allow Company to display a sign on the pool premises in a conspicuous place designating the responsibility to the Company for the quality of the pool operation.
2. Company agrees to store Customer's pool cover (where applicable) while the pool is in use for the Summer, if requested, for the additional cost of \$650.00 per year.

Customer Initials _____

Company Initials _____

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Appointments to Boards and Committees

BRIEF SUMMARY:

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

(Appointments) and Removals – Mental Health Advisory Board

DHS Director Karen Calhoun retired in December 2023. Ms. Calhoun served as the DHS representative for the Mental Health Advisory Board since February 2018. Her term expired December 31, 2023.

Del Eudy is no longer the Mayor for the Town of Mt. Pleasant, which he represented on the Mental Health Advisory Board. The term expires December 31, 2024.

REQUESTED ACTION:

Provide information.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Economic Development Grant Program Policy

BRIEF SUMMARY:

Annual review of the Boards policies, this item focuses on the Boards Economic Development Grant Program.

REQUESTED ACTION:

Motion to approve the Economic Development Grant Program.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

- Economic Development Grant Program



Cabarrus County Board of Commissioners Economic Development Grant Program

Revised/Effective: Dec 2023



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IV. Program Rules	6
V. Grant Approval Procedure	8



**ECONOMIC DEVELOPMENT GRANT PROGRAM
CABARRUS COUNTY, NORTH CAROLINA
EFFECTIVE OCTOBER 20, 2008**

I. POLICY STATEMENT

- A. The following is the Economic Development Grant Program (“Program”) for Cabarrus County, North Carolina. The Program applies to all applications for economic development grants received after the effective date of the Program.

II. PURPOSE

- A. The Cabarrus County Board of Commissioners (“BOC”) has a vision of Cabarrus as a county in which our children learn, our citizens participate, our dreams matter, our families and neighbors thrive, and our community prospers. The BOC established the following five broad goals to achieve and maintain its vision:

1. Preserve and enhance quality of life by addressing growth with sound public policies that sustain resources, provide high quality services, and fund infrastructure needs.
2. Achieve community-wide preparedness to protect public safety, respond to routine and catastrophic events, and maintain and restore the well-being of all residents.
3. Use resources wisely and responsibly by protecting assets, minimizing risk, creating partnerships, and using technology to maximize the value of county investments, expenditures, and services.
4. A fully engaged community with a shared understanding of its issues and challenges and working together to achieve its goals.
5. Ensure that all citizens have equal opportunity and access to education, health care, and economic prosperity and encourage citizens to fulfill their potential and contribute to their community.

The achievement of these goals, and the health, safety, education, and prosperity of the people of Cabarrus County (“County”) is directly related to the vitality, diversity, and success of its businesses and industries, as well as to the condition of the county’s environment and natural resources. Under certain circumstances and conditions, it may be in the interests of the County and its citizens that the BOC utilize the powers granted to it by the General Assembly in Chapters 153A and 158 of the North Carolina General Statutes to stimulate development



and growth of business and industry in the County. Thus, the purpose of the Program is to provide the stimulus for the development, growth and expansion of business and industry within the County. This stimulus is the award of a Program Grant (“Grant”) as provided in this Program.

- B. The award of a Grant is designed to increase employment opportunities within the assessed valuation of the County. The BOC may consider numerous factors when deliberating upon whether to award a Grant. This recognizes the great variety of businesses, which have widely different capital and employment structures and needs. The factors that may be considered include but are not limited to the follow:
1. The type of industry or business as a further diversification of Cabarrus County’s business base;
 2. The size and scope of the project based upon investment in site development, facilities, buildings, and other business infrastructure inclusive of technology;
 3. The diversity, quality, and quantity of jobs created by a project, including whether the industry or business provides company-paid benefits such as healthcare, vacation, and pensions and the degree to which wages exceed the county average;
 4. The potential for future expansion of investment and employment;
 5. Site specific issues impacting public infrastructure;
 6. Actions that if pursued, stimulate development in areas of Cabarrus County deemed beneficial;
 7. The ratio of investment in real versus personal property assets;
 8. The environmental impact of the project. This may include such elements as waste recycling programs, energy efficient (or LEED) design, conservation easements, the degree to which the natural landscape and topography are distributed, water conservation programs and the use and/or production of alternative (non-fossil fuel) energy.
 9. The type of product produced (as well as the production process itself) or sold and whether it is recyclable, noxious, volatile, controversial, hazardous, banned by other governments or countries, lethal or otherwise dangerous.



III. PROJECT CATEGORIES, GRANT PARAMETERS, AND ELIGIBILITY

1. Eligible Uses. Eligible uses include, but are not limited to, agricultural operations; facilities to house corporate headquarters; manufacturing, assembly, fabrication, or processing operations; research and development facilities; motorsports facilities, warehouse, or distribution facilities; and office buildings. The applicant must demonstrate to the satisfaction of the BOC that it would not construct these facilities but for the award of a Grant.
2. Grant Parameters. A Grant approved by the BOC may be an amount equaling up to 85% of the real and personal property tax actually paid on assets eligible for this Program. The minimum incremental increase in assessed value of assets shall be \$1.5 million, except in those cases where the Grant is used to encourage the development or help ensure the success of certain targeted businesses and/or geographical areas, where the threshold shall be at the discretion of the Board of Commissioners.

Such Grant amount shall be for a period of three (3) consecutive years. Grant amounts shall be calculated based on the increase in assessed real and personal property values generated by the project, as determined by the County Tax Assessor. Grants for plant expansions by business or industry already located in the County will be based on the net incremental tax value, after reduction for machinery, equipment and other assets which are depreciated, replaced, or retrofitted as part of the project.

The Grant will only be awarded to bring about the relocation or expansion of a business that would not have occurred except for the award of the Grant, or to encourage the development or help ensure the success of certain targeted businesses and/or geographic areas.

The amount of the Grant for each year shall be limited in the following manner: In each of years two and three of the Grant, a calculation shall be performed where the amount of the Grant is subtracted from the amount of ad valorem taxes paid. If the remainder in years two or three is less than the remainder from the same calculation in year one, then the amount of the grant in those years will be reduced by an amount sufficient to make the remainder in that year equal to the remainder in year one.

The County has chosen as the value criterion for a Program Grant the estimated property tax assessment for the new real and personal property investment to be placed in the County. Although the Grant is calculated as a percentage of the ad valorem tax actually paid on the new asset investment, the Grant is paid from the County's general fund. The general fund consists of revenue derived from ad valorem



taxes, local sales taxes, revenues from services, permits and fees, interest income and miscellaneous revenues.

3. Documentation: The Grant application must provide documentation satisfactory to the Tax Assessor that fully supports the expenditures upon which the assessed value is to be based. The documentation includes but is not limited to schedules and source documents defining capital expenditures including project timelines with accurate descriptions of grantable assets by cost, dates of phase in any existing assets which are being replaced by Program eligible assets, blueprints, financial statements, and appraisal by a state board certified appraiser. Only assets documented to the satisfaction of the Tax Assessor will be eligible for the Program.
4. Speculative Buildings and Leases: Construction of a new structure to attract an eligible Program user may also qualify for the Program. Such a Grant must begin with a tax year prior to the third year after construction is completed. The taxpayer must inform the Tax Assessor in writing which tax year begins the Grant Program. If a structure or personal property is to be leased, the lease term must exceed the length of the Grant period. In the event the building is not leased within three years of its completion date so long as it is maintained for lease, the speculative building may still qualify as a Program asset. Only one Grant may be awarded, and the owner and lessee must agree in writing as to which will be eligible to receive the Grant.

IV. PROGRAM RULES

1. Although a Grant may be awarded by the BOC to an applicant, the Grant is not required to be paid until the applicant has fully complied with this Program and has executed a written agreement (“Agreement”) in a form satisfactory to County that sets forth the specific provisions relating to the Grant.
2. The BOC reserves the right to waive one or more provisions of this Program, but any waiver must be approved by the BOC.
3. The Agreement shall include with reasonable specificity a project site plan, description of the project, any phasing, projected new employment with job descriptions, description of the structures to be built, description of the personal property assets to be installed and any other data that would be relevant to comprehension of the scope and value of the project such that other assets, installed outside of those Grant eligible, are not commingled within the contemplated Grant.
4. The applicant must furnish proof satisfactory to the Tax Assessor or County Attorney of ownership of any of the assets subject to the Program.



5. Rolling stock, inclusive of automobiles, trucks, tractors, trailers, or other licensed vehicles and airplanes shall not qualify as Program assets eligible for a Grant.
6. County contributions to the project's infrastructure costs shall be deducted from the calculated Grant award for that project.
7. The beginning date of the Grant period shall be flexible to accommodate construction and production start-up time but shall commence with the tax year that begins no later than three years after the date the BOC votes to approve the Grant. The taxpayer must inform the Tax Assessor in writing which tax year begins the Grant program. An extension may be granted by the BOC based upon specific project related issues.
8. The annual Grant award due to the recipient will be paid each year during the Grant period within a thirty-day period of submission of all data requested by the Tax Assessor necessary to determine appropriate assessments on the Grant assets and the delivery of the Tax Assessor's statement. Should the assessments yield a grant in excess of that budgeted for the Grant assets, another thirty-day period may be necessary for remittance to accommodate budget revisions. The initial Grant date is subject to the project's date of useful occupancy and/or production startup, subject to the provisions of paragraph 7, above. If the recipient-taxpayer fails to properly list property for purposes of taxation and the unlisted property is subsequently discovered by the Tax Assessor's office, then the Grant may be terminated at the discretion of the BOC. Acceptance of a Grant payment constitutes approval of the assessed value of Grant assets.
9. During the Grant period, the recipient of the Grant must be current in any and all tax and other payments (including, but not limited to fees for services or permits, fines, and penalties) to the County. Failure to be current in payments to the County shall result in termination of the remainder of the Grant.
10. Should the recipient of the Grant (a) fail to construct or install substantially all of the assets contemplated by the agreement; (b) be or become the debtor in a bankruptcy or receivership proceeding; (c) substantially curtail, close or mothball the facility subject to the Program or, (d) fail to meet hiring, wage or benefit goals; then in any such event the balance of the Grant shall be terminated.
11. Grant requests information and the Tax Assessor questionnaire must be completed within the calendar year following the tax year for which the recipient is eligible to receive a Grant. The information must be complete, forthcoming, and adequate to the satisfaction of the assessor in order to make an accurate Grant calculation. Failure to fully or timely provide this information will result in forfeiture of that year's Grant or cause termination of the remainder of the Grant as provided in paragraph 13, below.



12. Grants are not transferrable and may not be conveyed to another party.
13. The Grant recipient shall provide the necessary source documents and reports satisfactory to the Tax Assessor subsequent to execution of the Agreement and during the Grant period to ensure compliance with the terms, conditions, and other specific requirements of the Agreement. Necessary source documents and reports may include, but are not limited to, real estate acquisition and construction costs, schedules of assets, depreciation schedules, leasing arrangements with named parties holding a financial interest in assets covered by the Program, releases signed by those holding financial interests in those assets and proof of all business and corporate names that may be applicable for purposes of asset ownership. In order for an asset to be included in the Grant, it must reasonably have been contemplated to be within the scope of the project as reflected in the Agreement. Such information shall remain confidential as allowed by law. Failure of the recipient to provide required documentation shall cause termination of Grant.
14. The County shall provide detailed reporting processes to monitor and assure compliance with the terms, conditions, and other specific requirements of the Agreement. Any information obtained by the County in connection with an incentive grant request will be kept confidential by the County to the extent permitted by law.
15. Violation of local, state, federal laws, ordinances, or regulations by the recipient company shall result in termination of the Grant.

V. GRANT APPROVAL PROCEDURE

1. Completion: Prior to initiating a project for which a Grant application is proposed, the applicant shall complete a Development Grant Application for submittal to the Cabarrus Economic Development Corporation.
2. Recommendation: Upon completion of the Development Grant Application by the applicant, the Cabarrus Economic Development Corporation Board will review the application and determine if the application will be recommended to the BOC.
3. Application: Applications recommended by the Cabarrus Economic Development Corporation Board will be submitted to the County Manger's office for scheduling a public hearing before the BOC.
4. Acceptance: The BOC may consider acceptance of the Development Grant Application. A public hearing must be scheduled by law prior to the approval of a Grant. The County



shall publish a notice of the public hearing at least 10 days before the hearing is held. The notice shall describe the project and the BOC's intention to consider approval of the Grant request.

5. Public Hearing: The BOC shall conduct a public hearing on the Development Grant Application to inform the public of the Grant request, invite comments and vote on it.
6. Agreement: The BOC approves the Grant by offering the applicant an Agreement. Offers not accepted are deemed rejected by the applicant. Unless otherwise adopted and approved by the BOC, the Grant offer remains open for 30 days from the date of tender of the proposed Agreement to the applicant. Acceptance is the execution of the Agreement between the County and the applicant. The BOC reserves the right to reject any Grant application.
7. Construction: Construction shall be required to adhere to plans approved in the plan review and permitting process, as well as to plans, or plan elements approved as conditions of the Agreement.
8. Assessment: The value of the subject property following the completion of construction shall be established by the Tax Assessor. The actual increase in post-construction assessed value over pre-construction assessed value shall equal, or exceed the estimated increase specified in the Agreement. Failure to meet or exceed the Grant approval threshold of \$1.5 million, where applicable, shall render the Grant void.

Adopted this the 20th day of October 2008 by
the Cabarrus County Board of Commissioners.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Cabarrus County Schools - Transfer Funds

BRIEF SUMMARY:

The Cabarrus County Schools Facilities and Maintenance department (CCS FMD) has experienced additional cost due to severe water intrusion damage at W.M. Irvin Elementary. Because the damage has penetrated the insulation board and saturated the actual metal decking, many sections have to be replaced in order to restore the structural integrity of the roof system. Due to the volatile nature of materials and labor cost, CCS FMD would respectfully request an additional \$147,675 to complete this project.

Fortunately, we have a proposed solution so that no additional funds from the County would be necessary. Many of our projects come in unfavorable during bidding but some come in favorable. CCS FMD would like to propose that we move portions of funding from more favorable bids to this project to cover the additional cost. Please see bulleted projects below and proposed amounts to be reallocated. Although these projects are not completed; they have gone through the bid process and awaiting equipment to be manufactured and delivered. Reducing the funded amounts in the projects below will leave a sufficient amount of funding to cover contingencies within these projects.

- Elevator Replacement – Concord High \$27,675
- Café Dehumidification – Mt Pleasant Middle \$60,000
- Gym Floor Replacement – Wolf Meadow Elementary \$60,000

REQUESTED ACTION:

Motion to allow Cabarrus County Schools the ability to transfer funds between the aforementioned deferred maintenance projects to accommodate the shortfall with the W.M.

Irvin Elementary School Roofing Project.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Church Taylor - Cabarrus County Schools

James Howden - Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Memorandum

February 09, 2024
Mr. Mike Downs
County Manager
Cabarrus County, NC

Re: W.M. Irvin Elementary Roofing Project

Dear Mike,

The Cabarrus County Schools Facilities and Maintenance department (CCS FMD) has experienced additional cost due to severe water intrusion damage at W.M. Irvin Elementary. Because the damage has penetrated the insulation board and saturated the actual metal decking, many sections have to be replaced in order to restore the structural integrity of the roof system. Due to the volatile nature of materials and labor cost, CCS FMD would respectfully request an additional \$147,675 to complete this project.

Fortunately, we have a proposed solution so that no additional funds from the County would be necessary. Many of our projects come in unfavorable during bidding but some come in favorable. CCS FMD would like to propose that we move portions of funding from more favorable bids to this project to cover the additional cost. Please see bulleted projects below and proposed amounts to be reallocated. Although these projects are not completed; they have gone through the bid process and awaiting equipment to be manufactured and delivered. Reducing the funded amounts in the projects below will leave a sufficient amount of funding to cover contingencies within these projects.

- Elevator Replacement – Concord High \$27,675
- Café Dehumidification – Mt Pleasant Middle \$60,000
- Gym Floor Replacement – Wolf Meadow Elementary \$60,000

Sincerely,

Charles C. Taylor
Director Of Facilities
Cabarrus County Schools

Cc: Dr. John Kopicki, Superintendent
Dr. Jonathan Bowers, Chief Operations Officer
Phil Penn, Chief Finance Officer

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager- Proposal to Purchase Part of Hickory Ridge High School Property

BRIEF SUMMARY:

The Multiply Church in Harrisburg approached the Cabarrus County School Board regarding purchasing a portion of the Hickory Ridge High School property. The Cabarrus County School Board voted on September 18th, 2023 to allow the church to purchase 2-3 acres of the site. The property is still in Cabarrus County's name due to financing of the school. The church is offering \$52,000 based on appraisal that takes into account the amount of floodplain on the property and lack of access to the property from anywhere other than the school or the church. The tax department has reviewed the appraisal and concurs. The county will need to follow the typical upset bid process in order to ensure that the process is completed legally and will likely require legal to address the removal of property from a financed site.

REQUESTED ACTION:

Motion to initiate the upset bid process.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, AICP
Assistant County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ School agenda item
- ▣ GIS Map
- ▣ Appraisal



Agenda Item Details

Meeting	Sep 18, 2023 - Cabarrus County Board of Education Business Meeting
Category	10. ITEMS FOR ACTION ON SEPTEMBER 18
Subject	10.01 Hickory Ridge Middle School Request for Land Purchase
Type	Action
Preferred Date	Sep 18, 2023
Absolute Date	Sep 18, 2023
Recommended Action	MOTION: Moved by _____ and seconded by _____ that the Hickory Ridge Middle School request for land purchase be approved, as presented. VOTE:

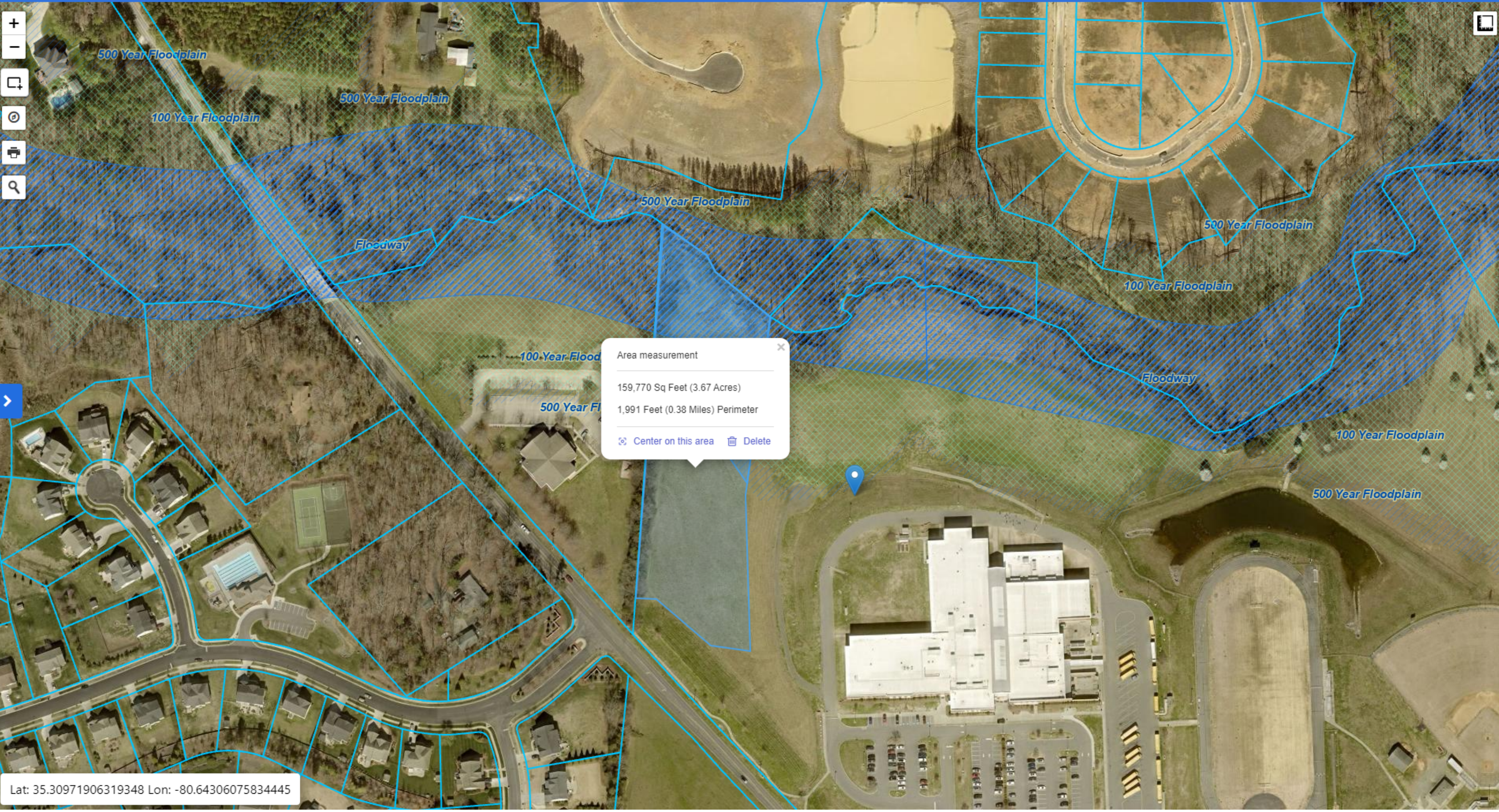
A request has been made by Multiply Church to purchase approximately 3-4 acres of land that is a part of the Hickory Ridge Middle School Campus on the west side of the property.

The area requested currently is not developed and will not be developed for any future school needs. A large portion (+/- 1 acre) is in the 500/100 Year Floodplain and/or Floodway. There is still debt tied to HiRMS so this ultimately would fall under the approval of the commissioners, but they will want to know if our board is in favor of pursuing this further.

This area has been predominately used for overflow parking for Harrisburg Parks and Recreation events.

We are requesting approval from this board to allow the county commissioners to consider this request and if approved, begin negotiations with the perspective buyer.

[HiRMS GIS Maps.pdf \(7,550 KB\)](#)





Area measurement

70,860 Sq Feet (1.63 Acres)

1,248 Feet (0.24 Miles) Perimeter

[Center on this area](#) [Delete](#)

Lat: 35.309775971678484 Lon: -80.64297437667847

Julian Appraisal Group
1566 Union Road, Suite B
Gastonia, NC 28054
(704) 681-2753

01/15/2024

The Burg Church
7155 Hickory Ridge
Harrisburg, NC 28075

Re: Property: Near 7155 Hickory Ridge Rd (Land Only)
Harrisburg, NC 28075
Borrower: N/A
File No.: 202401-2653

Opinion of Value: \$ 40,000 + \$12,000 = \$52,000 TOTAL.
Effective Date: 01/12/2024

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached. **I ASSUME THE SUBJECT IS SURVEYED AND RECORDED TO INCLUDED THE**

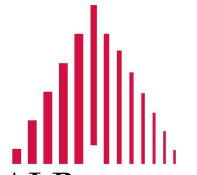
NOTED ACRES OF LAND NOTED ON THE ATTACHED MAP. THE LAND HAS NOT BEEN SUVEYED OR RECORDED YET. THE FRONT PORTION OF THE LAND CONTAINS 2.04 ACRES AND THE BACK PORTION CONTAINS 1.63 ACRES OF LAND. THE REAR PORTION IS LOCATED IN THE FLOOD AREA AND BOTH TRACTS ARE VALUED SEPARATELY DUE TO THEIR DIFFERENT USES.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Dr. James C. Julian, SRA, AI-RRS, ASA, IFA
License or Certification #: A6405
State: NC Expires: 06/30/2024
CraigJulian@gmail.com

 AI Reports™ Form 120.05*	Client File #:		Appraisal File #:	202401-2653
	Appraisal Report • Land			
	Appraisal Company: Julian Appraisal Group			
	Address: 1566 Union Road, Suite B, Gastonia, NC 28054			
Phone: (704) 681-2753		Fax:		Website:
Appraiser: Dr. James C. Julian, SRA, AI-RRS, ASA, IFA		Co-Appraiser:		
AI Membership (if any): <input checked="" type="checkbox"/> SRA <input type="checkbox"/> MAI <input type="checkbox"/> SRPA <input type="checkbox"/> AI-GRS <input checked="" type="checkbox"/> AI-RRS		AI Membership (if any): <input type="checkbox"/> SRA <input type="checkbox"/> MAI <input type="checkbox"/> SRPA <input type="checkbox"/> AI-GRS <input type="checkbox"/> AI-RRS		
AI Affiliation (if any): <input type="checkbox"/> Candidate for Designation <input type="checkbox"/> Practicing Affiliate		AI Affiliation (if any): <input type="checkbox"/> Candidate for Designation <input type="checkbox"/> Practicing Affiliate		
Other Professional Affiliation: ASA, IFA		Other Professional Affiliation:		
E-mail: CraigJulian@gmail.com		E-mail:		
Client: The Burg Church		Contact:		
Address: Near 7155 Hickory Ridge, Harrisburg, NC 28075				
Phone:		Fax:		E-mail:
SUBJECT PROPERTY IDENTIFICATION				
Address: 7155 Hickory Ridge Rd				
City: Harrisburg		County: Cabarrus		State: NC ZIP: 28075
Legal Description: Part of 55170152360000, I AM VALUING THE PORTIONS NOTED ON THE ATTACHED MAP.				
Tax Parcel #: Part of 55170152360000		RE Taxes: Not Available		Tax Year: 2023
Use of the Real Estate As of the Date of Value: Vacant Land				
Use of the Real Estate Reflected in the Appraisal: Vacant Land				
Opinion of highest and best use (if required): Vacant Land				
SUBJECT PROPERTY HISTORY				
Owner of Record:				
Description and analysis of sales within 3 years (minimum) prior to effective date of value:		None in five years.		
Description and analysis of agreements of sale (contracts), listings, and options:		The subject is not listed nor pending sale. It has not sold during the past five years.		
RECONCILIATIONS AND CONCLUSIONS				
Indication of Value by Sales Comparison Approach		\$ 40,000		
Indication of Value by Cost Approach		\$ Not developed		
Indication of Value by Income Approach		\$ Not Developed		
Final Reconciliation of the Methods and Approaches to Value: All approaches to value were considered as required by USPAP. The income approach is not necessary for credible results. The cost approach is not relevant or necessary for credible results. The sales comparison is utilized and provides good support for the value opinion. I ASSUME THE SUBJECT IS SURVEYED AND RECORDED TO INCLUDED THE NOTED ACRES OF LAND NOTED ON THE ATTACHED MAP. THE LAND HAS NOT BEEN SUVEYED OR RECORDED YET. THE FRONT PORTION OF THE LAND CONTAINS 2.04 ACRES AND THE BACK PORTION CONTAINS 1.63 ACRES OF LAND. THE REAR PORTION IS LOCATED IN THE FLOOD AREA AND BOTH TRACTS ARE VALUED SEPARATELY DUE TO THEIR DIFFERENT USES. \$40,000 + \$12,000 = \$52,000 TOTAL.				
Opinion of Value as of: 01/12/2024		\$ 40,000		
Exposure Time: 12-24 months				
The above opinion is subject to: <input type="checkbox"/> Hypothetical Conditions and/or <input checked="" type="checkbox"/> Extraordinary Assumptions cited on the following page.				

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Client:	The Burg Church	Client File #:	
Subject Property:	7155 Hickory Ridge Rd, Harrisburg, NC 28075	Appraisal File #:	202401-2653

ASSIGNMENT PARAMETERS

Intended User(s):	Client and County Commissioners		
Intended Use:	Derive Value Opinion for financial decision.		
This report is not intended by the appraiser for any other use or by any other user.			
Type of Value:	Market Value	Effective Date of Value:	01/12/2024
Interest Appraised:	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other		
Hypothetical Conditions: (A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.) I ASSUME THE SUBJECT IS SURVEYED AND RECORDED TO INCLUDED THE NOTED ACRES OF LAND NOTED ON THE ATTACHED MAP. THE LAND HAS NOT BEEN SUVEYED OR RECORDED YET.			
Extraordinary Assumptions: (An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.) I ASSUME THE SUBJECT IS SURVEYED AND RECORDED TO INCLUDED THE NOTED ACRES OF LAND NOTED ON THE ATTACHED MAP. THE LAND HAS NOT BEEN SUVEYED OR RECORDED YET.			
This is an Appraisal Report in accordance with Standard Rule 2-2(a) of the Uniform Standard of Professional Appraisal Practice (USPAP).			

SCOPE OF WORK

Definition: The scope of work is the type and extent of research and analysis in an assignment. Scope of work includes the extent to which the property is identified, the extent to which tangible property is inspected, the type and extent of data research, and the type and extent of analysis applied to arrive at credible opinions or conclusions. The specific scope of work for this assignment is identified below and throughout this report.

Scope of Subject Property Inspection/Data Sources Utilized	Approaches to Value Developed
Appraiser Property Inspection: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date of Inspection: 01/12/2024 Describe Scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: Various data sources, online county records, Costar, MLS, discussions with other local real estate professionals, site visit of the subject property.	Cost Approach: <input type="checkbox"/> Is necessary for credible results and is developed in this analysis <input checked="" type="checkbox"/> Is not necessary for credible results; not developed in this analysis <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis
Co-Appraiser Property Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Inspection: Describe Scope of Property Inspection, Source of Area Calculations and Data Sources Consulted:	Sales Comparison Approach: <input checked="" type="checkbox"/> Is necessary for credible results and is developed in this analysis <input type="checkbox"/> Is not necessary for credible results; not developed in this analysis <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis
	Income Approach: <input type="checkbox"/> Is necessary for credible results and is developed in this analysis <input checked="" type="checkbox"/> Is not necessary for credible results; not developed in this analysis <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis
Additional Scope of Work Comments: None	
Significant Real Property Appraisal Assistance: <input checked="" type="checkbox"/> None <input type="checkbox"/> Disclose Name(s) and contribution:	

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June 2017

Client:	The Burg Church	Client File #:	
Subject Property:	7155 Hickory Ridge Rd, Harrisburg, NC 28075	Appraisal File #:	202401-2653

MARKET AREA ANALYSIS

Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Built Up <input type="checkbox"/> Under 25% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Over 75%	Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Supply & Demand <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	Value Trend <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Decreasing	Typical Marketing Time <input checked="" type="checkbox"/> Under 3 Months <input type="checkbox"/> 3-6 Months <input type="checkbox"/> Over 6 Months
Neighborhood Single Family Profile		Neighborhood Land Use		Neighborhood Name:	
Price 200,000	Age Low 0	1 Family 65%	Commercial 20%	PUD <input type="checkbox"/> Condo <input type="checkbox"/> HOA: \$ /	
1,500,000	High 150	Condo 0%	Vacant 0%	Amenities: N/A	
450,000	Predominant 10	Multifamily 5%	Vacant Land 10%		

Market area description and characteristics: The subject area is mixed use. On one side of the subject is a church building and the other side is a middle school and high school. There is also some residential uses in the area. Some of the houses are older and others are newer subdivisions. There is also other commercial uses in the area. The properties are in good overall condition and well maintained.

SITE ANALYSIS

Dimensions: See attached	Area: 2.04 Acres of land (assumed)
View: Commercial	Shape: Irregular
Drainage: Seems adequate	Utility: Average
Site Similarity/Conformity To Neighborhood	Zoning/Deed Restriction
Size: <input type="checkbox"/> Smaller than Typical <input checked="" type="checkbox"/> Typical <input type="checkbox"/> Larger than Typical	View: <input type="checkbox"/> Favorable <input checked="" type="checkbox"/> Typical <input type="checkbox"/> Less than Favorable
Zoning: O1	Covenants, Condition & Restrictions <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown
<input checked="" type="checkbox"/> Legal <input type="checkbox"/> No zoning	Documents Reviewed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Legal, non-conforming	Ground Rent \$ /
<input type="checkbox"/> Illegal	
Utilities	Off Site Improvements
Electric <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other	Street <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Asphalt
Gas <input type="checkbox"/> Public <input type="checkbox"/> Other	Alley <input type="checkbox"/> Public <input type="checkbox"/> Private
Water <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other	Sidewalk <input type="checkbox"/> Public <input type="checkbox"/> Private
Sewer <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other	Street Lights <input type="checkbox"/> Public <input type="checkbox"/> Private

Site description and characteristics: The subject land is basically level. No noted easements or encroachments. **I ASSUME THE SUBJECT IS SURVEYED AND RECORDED TO INCLUDED THE NOTED ACRES OF LAND NOTED ON THE ATTACHED MAP. THE LAND HAS NOT BEEN SUVEYED OR RECORDED YET. THE FRONT PORTION OF THE LAND CONTAINS 2.04 ACRES AND THE BACK PORTION CONTAINS 1.63 ACRES OF LAND. I ASSUME ALL UTILITIES WILL BE AVAILABLE.**

HIGHEST AND BEST USE ANALYSIS

<input checked="" type="checkbox"/> Present Use <input type="checkbox"/> Proposed Use <input type="checkbox"/> Other
Summary of highest and best use analysis: The subject has a very limited use due to the fact as proposed, it does not have access and part of the land is in the flood area. As noted, there are four tests to highest and best use and the subject is limited. The highest and best use of the subject is to assmble with an adjoining parcel of land. See attached tests of highest and best use.

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Client:	The Burg Church	Client File #:	
Subject Property:	7155 Hickory Ridge Rd, Harrisburg, NC 28075	Appraisal File #:	202401-2653

SITE VALUATION

Site Valuation Methodology

- Sales Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available.
- Market Extraction: A method of estimating land value in which the depreciated cost of the improvements on the improved property is estimated and deducted from the total sale price to arrive at an estimated sale price for the land; most effective when the improvements contribute little to the total sale price of the property.
- Alternative Method: (Describe methodology and rationale)

Site Valuation

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	7155 Hickory Ridge Rd Harrisburg, NC 28075	9755 Hickory Ridge Rd Harrisburg, NC 28075		7070 Hickory Ridge Rd Harrisburg, NC 28075		0 Leatherwood Ln Harrisburg, NC 28075	
Proximity to Subject		2.30 miles SE		0.15 miles W		2.12 miles NW	
Data Source/ Verification		MLS Tax Card		MLS Tax Card		MLS Tax Card	
Sales Price	\$ N/A		\$ 200,000		\$ 400,000		\$ 12,000
Price /	\$		\$ 99,009.90		\$ 118,343.20		\$ 5,853.66
Sale Date	01/12/2024	03/14/2022		12/21/2023		01/03/2022	
Location	Average	Average		Average		Average	
Site Size	2.04 Acres	2.02 Acres		3.38 Acres		2.05 Acres	
Site View	Church/School	Mixed		Mixed		Residential	
Site Improvements	None	None		Older House		None	
Zoning	OI	Res.		Res.		Res. +50% +5,850	
Improved	No	No		Yes \$125,000 -37,000		No	
Land Locked/No Access	Yes	No -75% -74,257		No -75%		Yes	
Financing	N/A	Cash SP \$0		Cash SP \$0		Cash SP \$0	
Net Adjustment		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -74,257		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -37,000		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 5,850	
(Adj.s, N.A. & I.V. are in \$ /)		Net Adj. 75 % (\$ -74257.00 /)		Net Adj. 31.3 % (\$ -37000.00 /)		Net Adj. 99.9 % (\$ 5850.00 /)	
Indicated Value		Gross Adj. 75 % \$ 24,752.9		Gross Adj. 31.3 % \$ 81,343.2		Gross Adj. 99.9 % \$ 11,703.66	
Prior Transfer History	None noted in five years.	None Noted in 3 years.		None Noted in 3 years. \$81,343 X .25 = \$20,336		None Noted in 3 years.	

Site Valuation Comments: The sales are derived from various sources and confirmed with public records They are located in the same market area. AS NOTED, THE SUBJECT AS PROPOSED DOES NOT HAVE ACCESS. Sale one has access and is adjusted downward due to its superior amenity of having acces. This adjustment is based on pairing these and other sales. Sale two is adjusted downward due to its improved status of an older house. Then it was also adjusted downward due to its superior amenity of access. Sale three sold without access similar to the subject property. It is also adjusted upward due to its residential uses surrouding this sale. Sale four had minor access and is adjusted downward due to its superior amenity of minor access. THE SALES HAVE A SPREAD OF \$11,704 TO \$24,753 (ROUNDED). I believe the value is at the higher end of the spead at \$20,000 per acre. THE FLOOD LAND IS BEING VALUED SEPARATELY. THUS, 2.04 ACRES X \$20,000 = \$40,800 ROUNDED TO \$40,000.

Site Valuation Reconciliation: **My value opinion is \$40,000. Therefore, I believe the value opinion is supported by these four sales. I ASSUME THE SUBJECT IS SURVEYED AND RECORDED TO INCLUDED THE NOTED ACRES OF LAND NOTED ON THE ATTACHED MAP. THE LAND HAS NOT BEEN SUVEYED OR RECORDED YET. THE FRONT PORTION OF THE LAND CONTAINS 2.04 ACRES AND THE BACK PORTION CONTAINS 1.63 ACRES OF LAND. IF THE SUBJECT HAS ACCESS, IT WOULD BE WORTH A HIGHER AMOUNT.**

Opinion of Site Value \$ 40,000

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ADDITIONAL COMPARABLE SITES

Client:	The Burg Church	Client File #:	
Subject Property:	7155 Hickory Ridge Rd, Harrisburg, NC 28075	Appraisal File #:	202401-2653

SITE VALUATION							
ITEM	SUBJECT	COMPARISON 4		COMPARISON 5		COMPARISON 6	
Address	7155 Hickory Ridge Rd Harrisburg, NC 28075	0 Highway 49 Way Harrisburg, NC 28075					
Proximity to Subject		6.88 miles NE					
Data Source/ Verification		MLS Tax Card					
Sales Price	\$ N/A		\$ 150,000		\$		\$
Price /	\$		\$ 22,727.27		\$		\$
Sale Date	01/12/2024	06/16/2023					
Location	Average	Average					
Site Size	2.04 Acres	6.60 Acres					
Site View	Church/School	Residential					
Site Improvements	None	None					
Zoning	OI	Commercial					
Improved	No	No					
Land Locked/No Access	Yes	Minor Access -5,700					
Financing	N/A	Cash					
		SP \$0					
Net Adjustment		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -5,700	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$
(Adj.s, N.A. & I.V. are in \$ /)		Net Adj.	25.1% (\$ -5700.00 /)	Net Adj.	%	Net Adj.	%
Indicated Value		Gross Adj.	25.1% \$ 17,027.27	Gross Adj.	% \$	Gross Adj.	% \$
Prior Transfer History	None noted in five years.	None Noted in 3 years.					
Comments:							

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Client:	The Burg Church	Client File #:	
Subject Property:	7155 Hickory Ridge Rd, Harrisburg, NC 28075	Appraisal File #:	202401-2653

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management.
- I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of my data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, I have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. I will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- I will not disclose the contents of this appraisal report except as provided for in the Standards and Ethical Rules under which this appraisal was developed and reported and/or applicable federal, state or local laws.
- The Client is the party or parties who engage an appraiser (by employment contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

VALUE DEFINITION

Market Value Definition (below)

Alternate Value Definition (attached)

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: The Dictionary of Real Estate Appraisal, 6th ed., Appraisal Institute

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Client:	The Burg Church	Client File #:	
Subject Property:	7155 Hickory Ridge Rd, Harrisburg, NC 28075	Appraisal File #:	202401-2653

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the report assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
- I have no present (unless specified below) or prospective interest in the property that is the subject of this report, and I have no (unless specified below) personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon the developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Individuals who have provided significant real property appraisal assistance are named below. The specific tasks performed by those named are outlined in the Scope of Work section of this report.

None Name(s)

As previously identified in the Scope of Work section of this report, the signer(s) of this report certify to the inspection of the property that is the subject of this report as follows:

Property Inspected by Appraiser Yes No

Property Inspected by Co-Appraiser Yes No

- Services provided, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment: None Specify services provided:


ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS, CANDIDATES AND PRACTICING AFFILIATES

Appraisal Institute Designated Member, Candidate for Designation, or Practicing Affiliate Certify:

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

▪ I am a Designated Member of the Appraisal Institute.
As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

APPRAISERS SIGNATURES

APPRAISER:
 Signature 
 Name Dr. James C. Julian, SRA, AI-RRS, ASA, IFA
 Report Date 01/15/2024
 Trainee Licensed Certified Residential Certified General
 License # A6405 State NC
 Expiration Date 06/30/2024

CO-APPRAISER:
 Signature _____
 Name _____
 Report Date _____
 Trainee Licensed Certified Residential Certified General
 License # _____ State _____
 Expiration Date _____

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Photograph Addendum

Borrower/Client	N/A				
Property Address	7155 Hickory Ridge Rd				
City	Harrisburg	County	Cabarrus	State	NC Zip Code 28075
Lender	The Burg Church				



View of Land in the background



View of Land in the background



View of Land in the background



Street Scene

Comparable Photo Page

Borrower/Client	N/A				
Property Address	7155 Hickory Ridge Rd				
City	Harrisburg	County	Cabarrus	State	NC Zip Code 28075
Lender	The Burg Church				



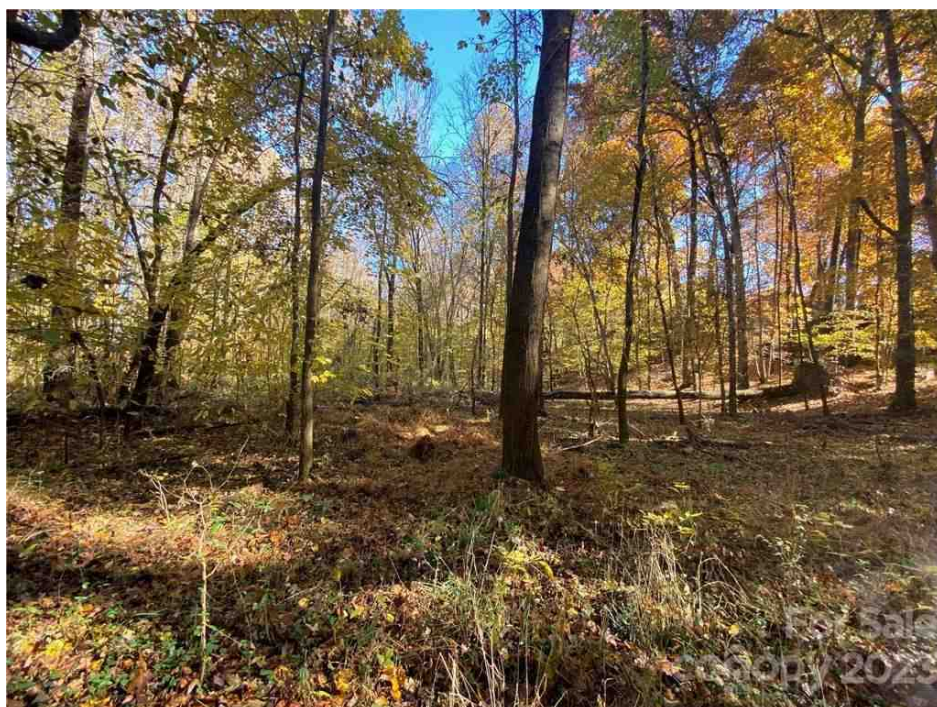
Comparable 1

9755 Hickory Ridge Rd
 Prox. to Subject 2.30 miles SE
 Sale Price 200,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Average
 View Mixed
 Site 2.02 Acres
 Quality
 Age



Comparable 2

7070 Hickory Ridge Rd
 Prox. to Subject 0.15 miles W
 Sale Price 400,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Average
 View Mixed
 Site 3.38 Acres
 Quality
 Age



Comparable 3

0 Leatherwood Ln
 Prox. to Subject 2.12 miles NW
 Sale Price 12,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Average
 View Residential
 Site 2.05 Acres
 Quality
 Age

Comparable Photo Page

Borrower/Client	N/A				
Property Address	7155 Hickory Ridge Rd				
City	Harrisburg	County	Cabarrus	State	NC Zip Code 28075
Lender	The Burg Church				



Comparable 4

0 Highway 49 Way
 Prox. to Subject 6.88 miles NE
 Sale Price 150,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Average
 View Residential
 Site 6.60 Acres
 Quality
 Age

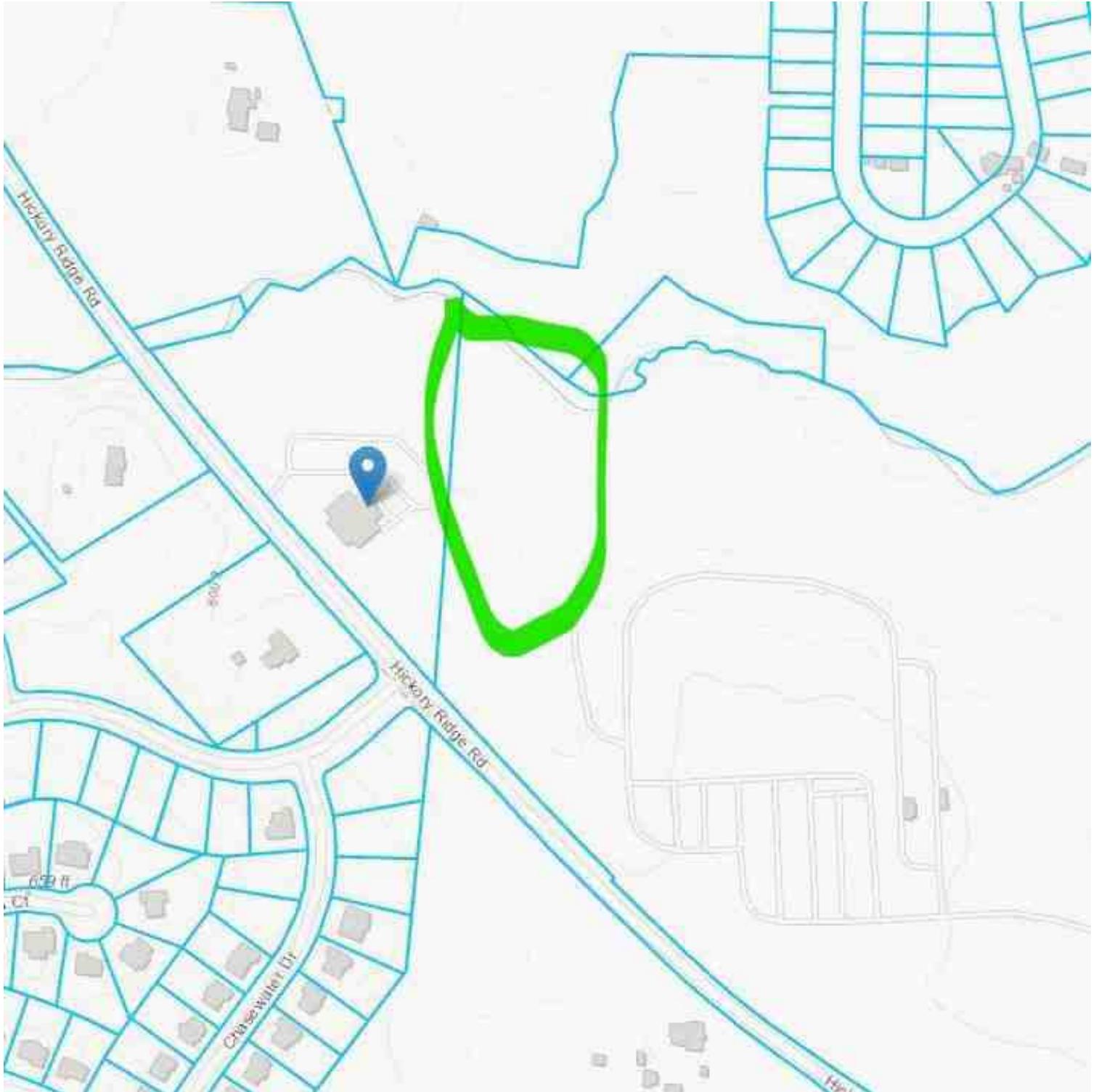
Comparable 5

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

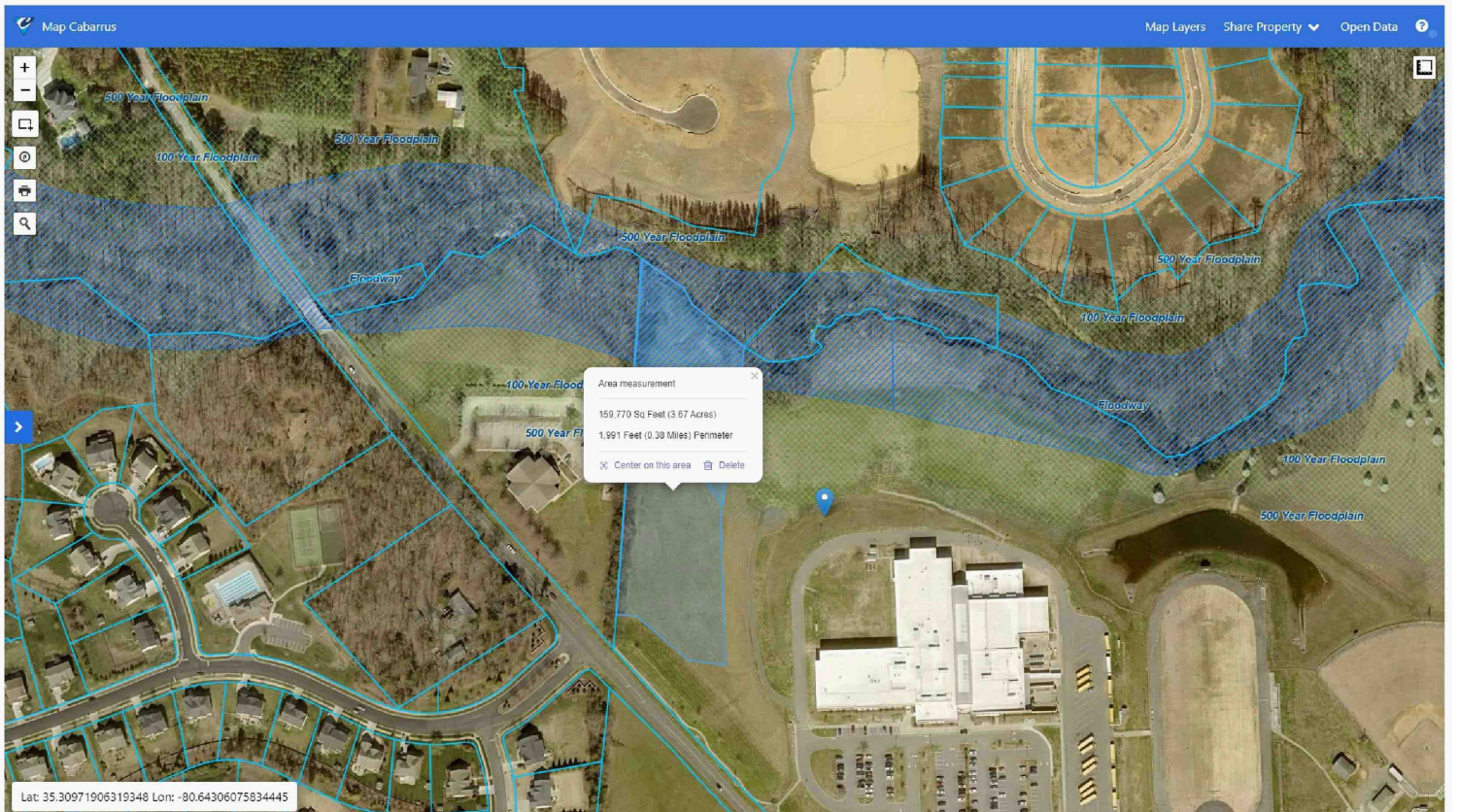
Comparable 6

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

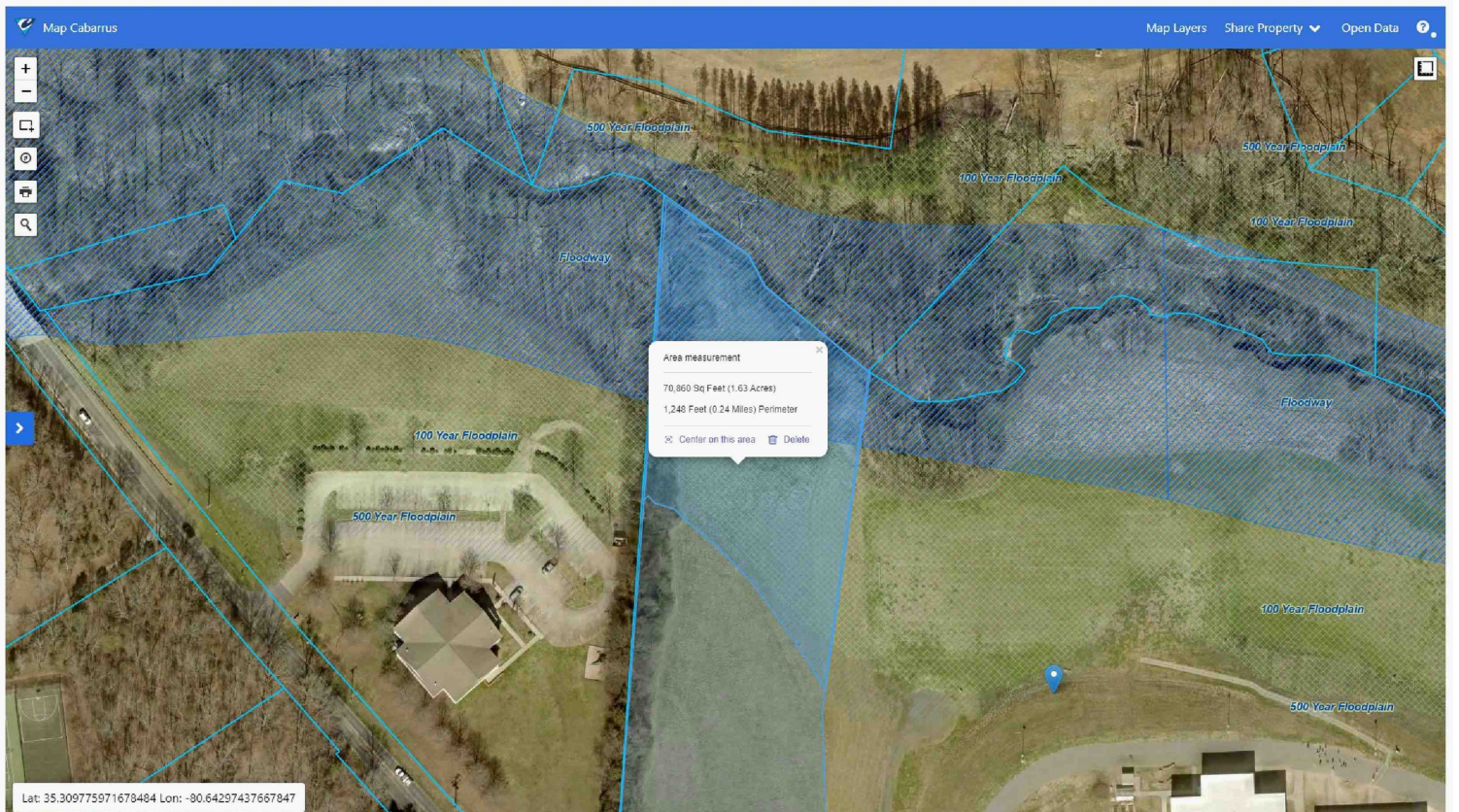
Not Surveyed and Not Recorded



Map from client - Page 1

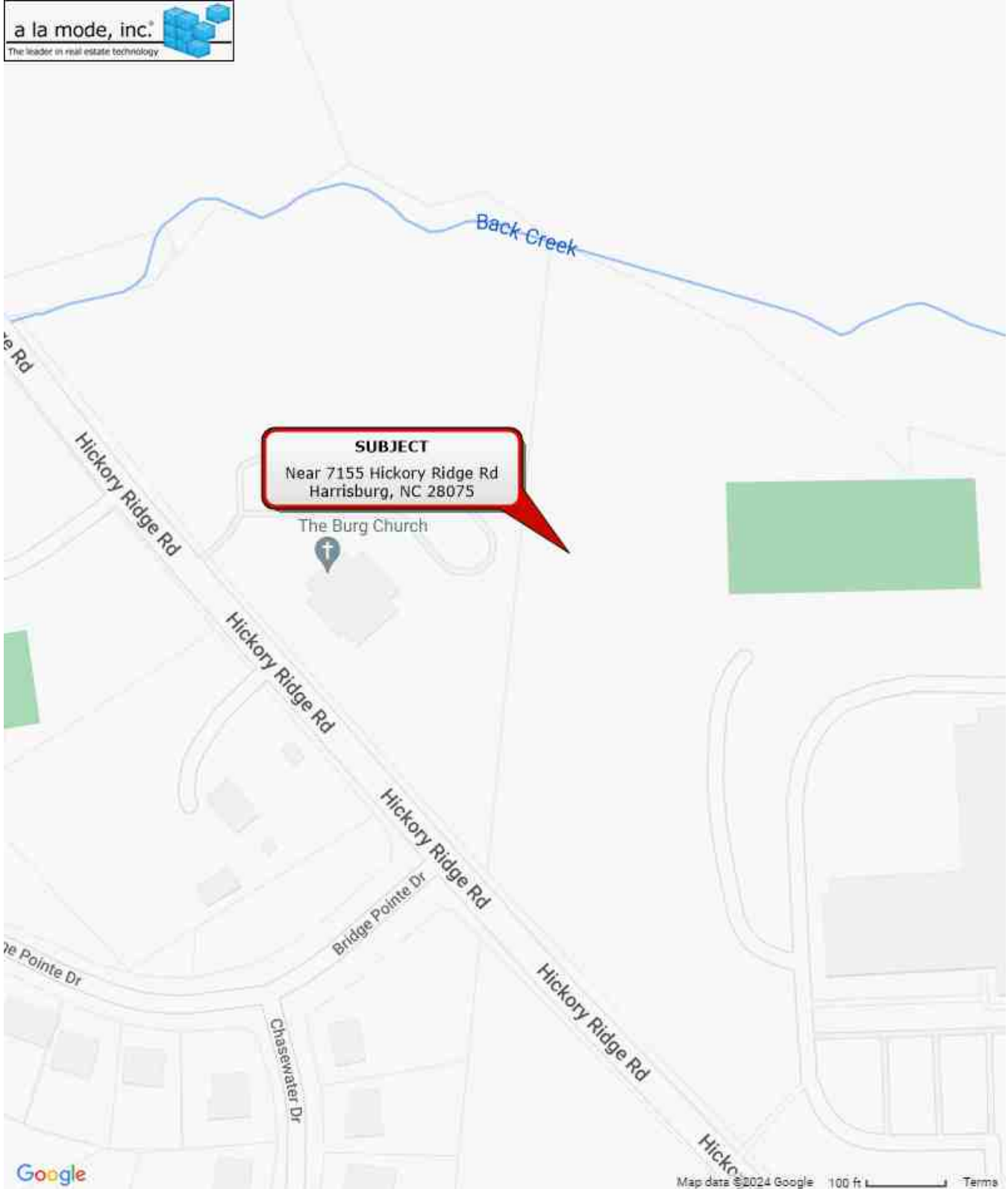


Map from client - Page 2



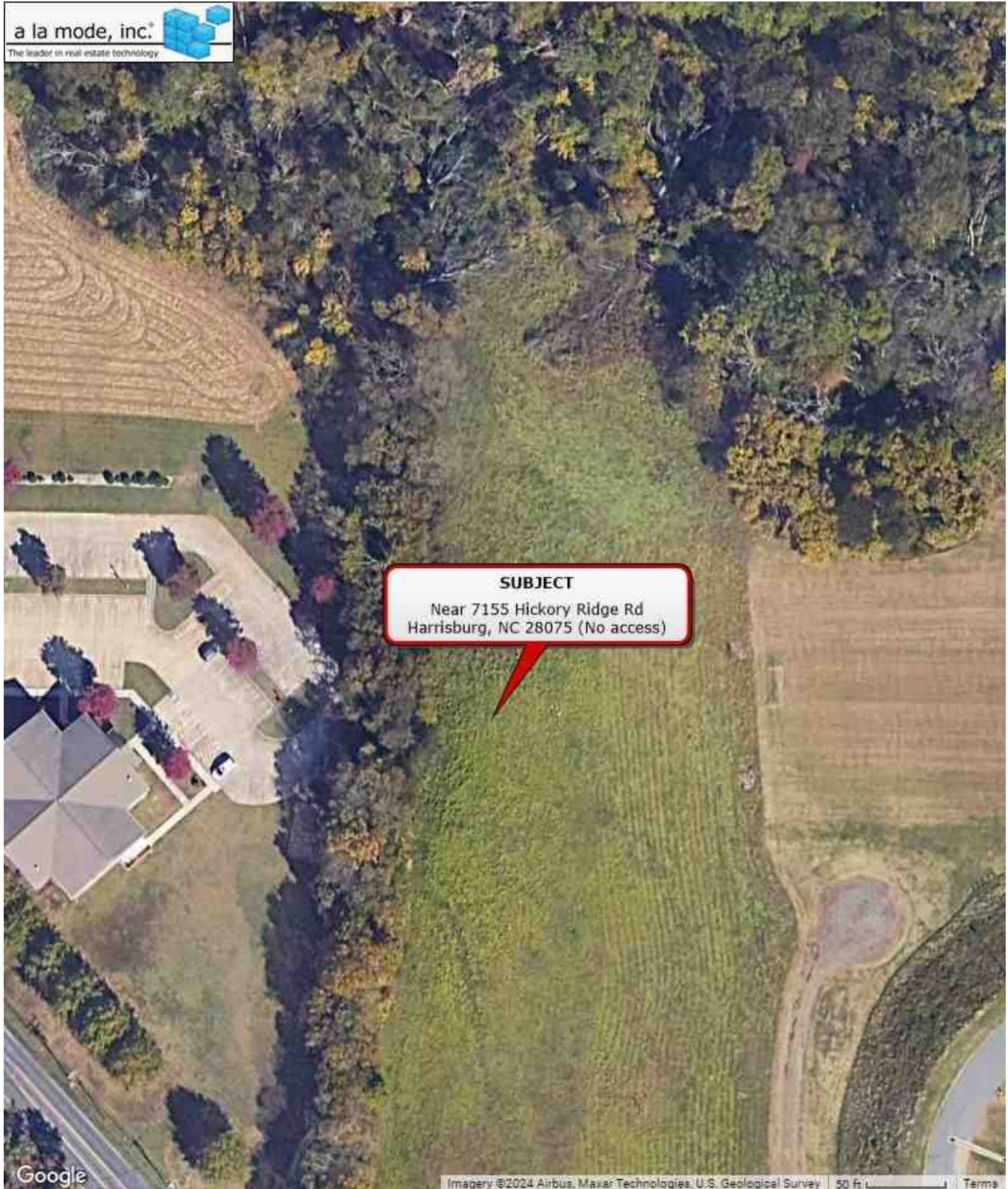
Location Map

Borrower/Client	N/A			
Property Address	7155 Hickory Ridge Rd			
City	Harrisburg	County	Cabarrus	State NC Zip Code 28075
Lender	The Burg Church			



Aerial Map

Borrower/Client	N/A				
Property Address	7155 Hickory Ridge Rd				
City	Harrisburg	County	Cabarrus	State	NC Zip Code 28075
Lender	The Burg Church				



Aerial Map

Borrower/Client	N/A				
Property Address	7155 Hickory Ridge Rd				
City	Harrisburg	County	Cabarrus	State	NC
Lender	The Burg Church				
				Zip Code	28075



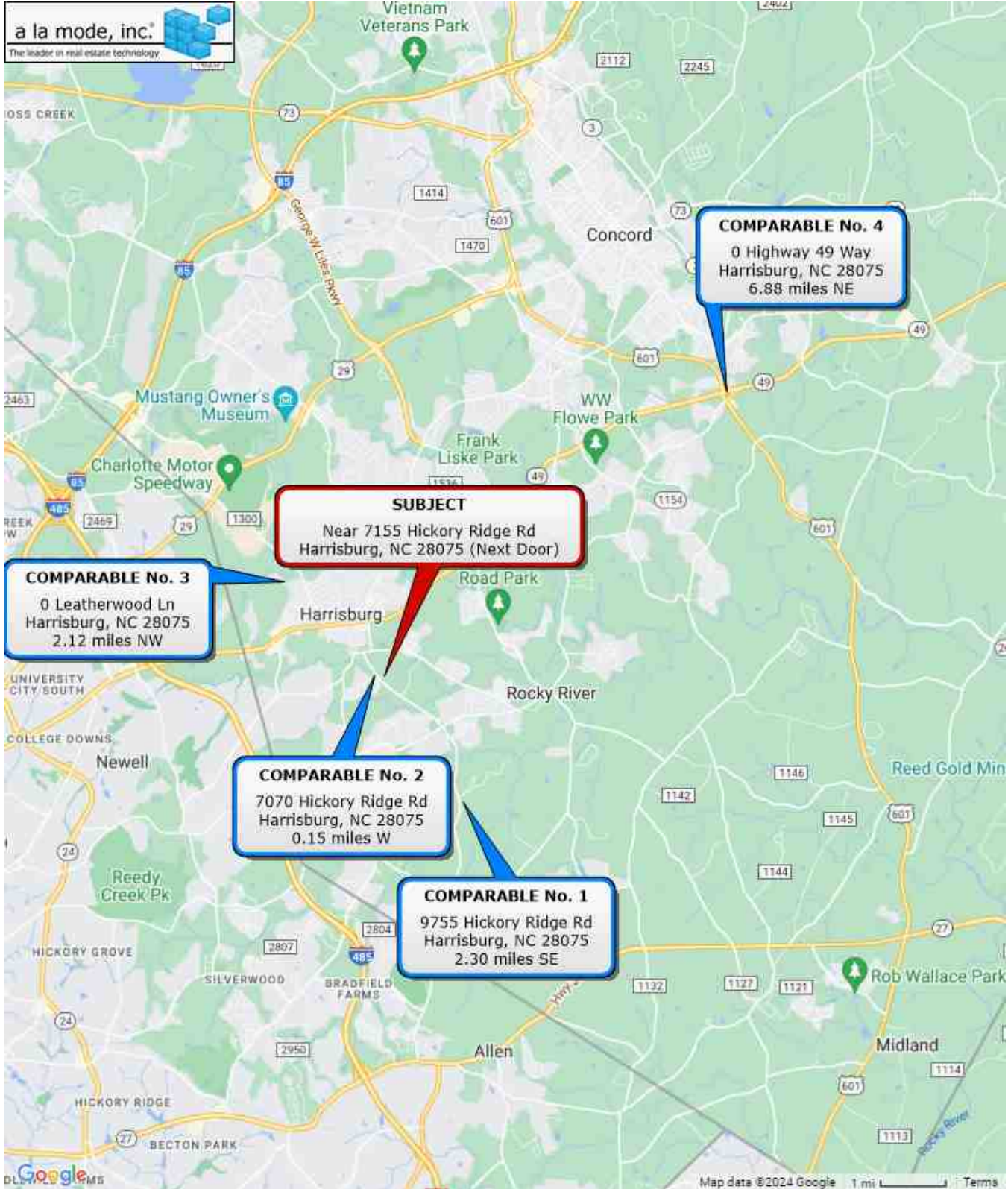
Flood Map

Borrower/Client	N/A				
Property Address	7155 Hickory Ridge Rd				
City	Harrisburg	County	Cabarrus	State	NC Zip Code 28075
Lender	The Burg Church				



Comparable Sales Map

Borrower/Client	N/A						
Property Address	7155 Hickory Ridge Rd						
City	Harrisburg	County	Cabarrus	State	NC	Zip Code	28075
Lender	The Burg Church						



Qualifications - Page 1**Summary of Qualifications:**

Dr. J. Craig Julian, SRA, AI-RRS, IFA, ASA,
General State Certified Appraiser
704-681-2753/craigjulian@gmail.com

Experience

I have been a real property appraiser for over 40+ years. This experience has been nationwide in various capacities for the largest banks, attorneys, corporations and private individuals in the United States. Specifically, I have worked as a fee appraiser, staff appraiser, review appraiser, manager of review appraisers, Forensic Review Appraiser, multi-state appraiser manager, appraisal instructor, owner and director of an appraisal school for the largest real estate school in Texas, author of appraisal courses and textbooks. Clients and former employers include Mayor of Houston, TX, BBT, Metro Transit Authority, Texas Comptroller's Office, Texas Department of Transportation, Wachovia, World Savings, Wells Fargo, RBC, Sun Trust, First National Bank of Shelby, NC, FDIC, RTC, VA, FHA, State of Texas, Vinson and Elkins, Weil, Gotshal & Manages, North Carolina Department of Transportation, Truist Bank, Park National Bank, James McElroy and Diehl. Conrad Trosch and Kemmy, PA. Claire Samuels Law.

Professional Activities & Affiliations

Appraisal Institute, Member, (SRA) (AI-RRS) – United States

American Society of Appraisers, (IFA), (ASA) – United States

IDECC, Approved Instructor, CDEI, United States

Licenses and Certification

North Carolina, Real Estate General Appraiser, A6405 and

South Carolina, Real Estate General Appraiser, 6193

Approved Appraisal Instructor

Appraisal Institute

North Carolina Appraisal Board

South Carolina Appraisal Board

Utah Appraisal Board

Qualifications - Page 2

Education

AAS – Real Estate, HCC,

BSIS – Psychology and Communication, University of Houston

MDIV – Southwestern Baptist Theological Seminary

DOCE, Doctorate of Christian Education, CBCS

Qualified Before Courts & Administrative Bodies

Arbitration Hearing Mecklenburg County North Carolina

City of Monroe North Carolina City Council

District Court Iredell County North Carolina

District Court Mecklenburg County North Carolina

Family Law Court Mecklenburg County, North Carolina

Family Law Court Iredell County, North Carolina

Federal Bankruptcy Court, Houston, TX

District Court, Houston, TX

Family Law Court, Sugarland, TX

Family Law Court, Houston, TX

State Court of Texas

Numerous Depositions in TX and NC

Qualifications - Page 3**Books Published and Courses Taught**

Real Estate Appraisal Exam Prep for the 21st Century (Aug. 2008)

(General and Residential Appraisal Exam Prep)

Solving the Mystery of the FHA Appraisal (Aug.2008)

What the Lender Really Wants - Confessions of a Former Staff Appraiser -

Analyzing Market Conditions and Appraisal Report Writing (March, 2009)

Analyzing Market Conditions (Oct. 2009)

Rethinking the Sales Comparison Approach (May 2010)

Revisiting the FHA Appraisal (January, 2011)

Revisiting the Sales Comparison Approach (October, 2018)

Best Practices in Real Estate Appraisal (2019/2020)

Qualifications - Page 4**Written Appraisal Policy/Reviewed Course Materials**

Appraisal Institute

First National Bank/Shelby/Bank of the Ozarks

Hondros Learning

NCDOT – North Carolina Department of Transportation

Wachovia/Wells Fargo

Course Offerings

The Appraiser as an Expert Witness

Real Estate Appraisal Exam Prep

Solving the Mystery of the FHA Appraisal

Analyzing the 1004MC form and Market Conditions

Rethinking the Sales Comparison Approach

Revisiting the FHA Appraisal

Appraisal Report Writing

Basic Appraisal Course-Residential and Commercial

Basic Appraisal Principles (Residential and Commercial)

Basic Appraisal Procedures (Residential and Commercial)

Fair Housing for Appraisers

Fannie Mae Guidelines

Highest and Best Use and Market Analysis

Law of Agency

Law of Contracts

Real Estate Principles I

Qualifications - Page 5

Real Estate Principles II

Residential Sales Comparison and Income Approaches

Site Valuation and Cost Approach

The FHA/VA Appraiser

The HVCC and Cuomo

URAR-Understanding the Uniform Residential Appraisal Report

Appraisal Institute

Residential Site Valuation and Cost Approach

Qualifications - Page 6

Certificate No. A6405



North Carolina
 Appraisal Board
JAMES CRAIG JULIAN

having satisfied the North Carolina Appraisal Board regarding the qualifications to practice as a General Real Estate Appraiser in this State and having complied with the requirements prescribed by law, is hereby certified as a

State-Certified
 General Real Estate Appraiser

Given under and by virtue of the provisions of Article 1 Chapter 93E of the General Statutes of North Carolina, I herewith set my hand and seal of the North Carolina Appraisal Board at Raleigh on the date below shown:

This certificate shall expire on the 30th day of June following the date shown below unless renewed prior to expiration.

July 1, 2007



Philip W. Humphries
 Philip W. Humphries
 Executive Director

Qualifications - Page 7



The current requirements to receive the AI-RRS designation are:

Education

- Achieve a passing grade on the comprehensive examination.
- Hold a two-year degree from an accredited educational institution (or satisfy a specified alternative).

Experience

Receive credit for 3,000 hours of specialized experience performed within previous 10 years.

Qualifications - Page 8



The current requirements to receive the SRA designation are:

Education

- Receive a passing grade on 10 examinations that test the appraiser's knowledge of appraisal principles, procedures, market analysis, site valuation, cost approach, report writing, case studies and standards of professional practice.
- Hold an associate degree from an accredited educational institution (or satisfy a specified alternative).

Experience

Receive credit for 3,500 hours of residential appraisal experience, which must cover at least a 24-month period.

Demonstration of Knowledge

Receive credit for a demonstration of knowledge requirement.

Appraisal Cert



Addendum - Page 1

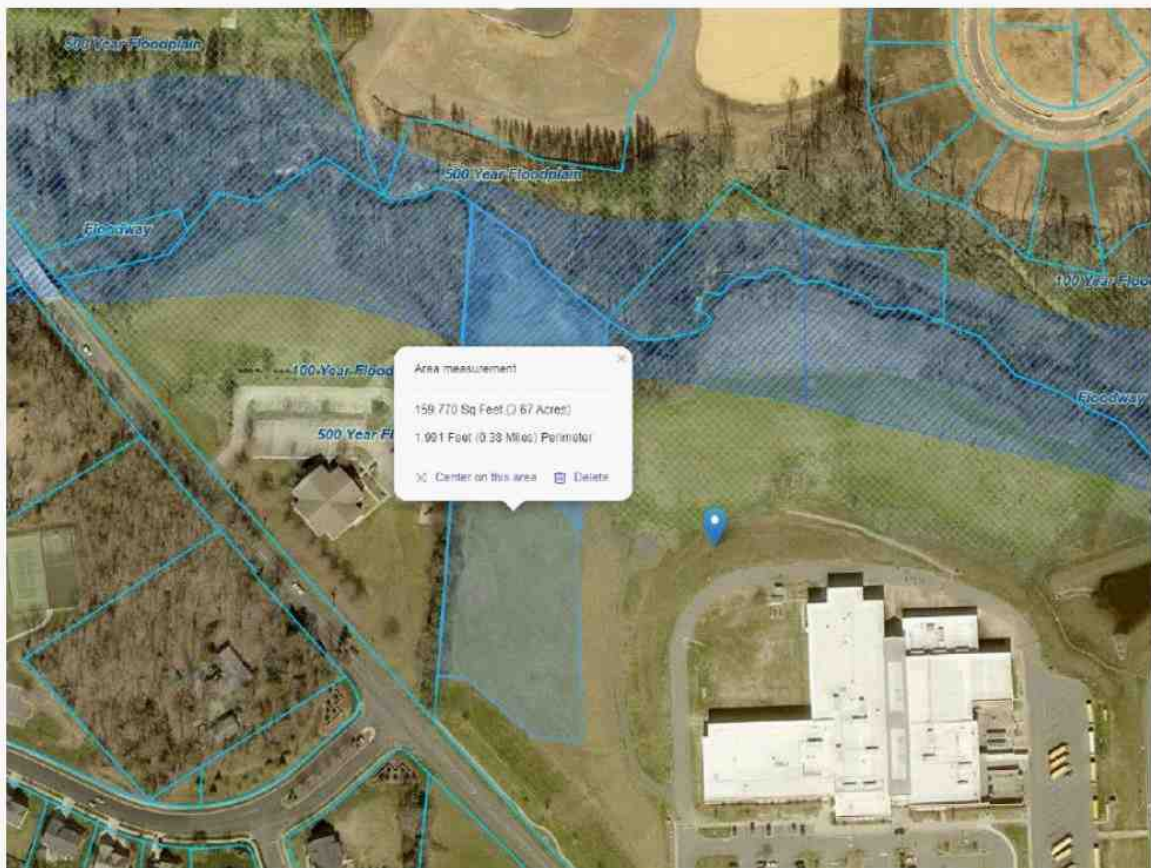
Appraisal Addendum

Near 7155 Hickory Ridge Road and 7336 Raging Ridge Road

Harrisburg, NC 28075

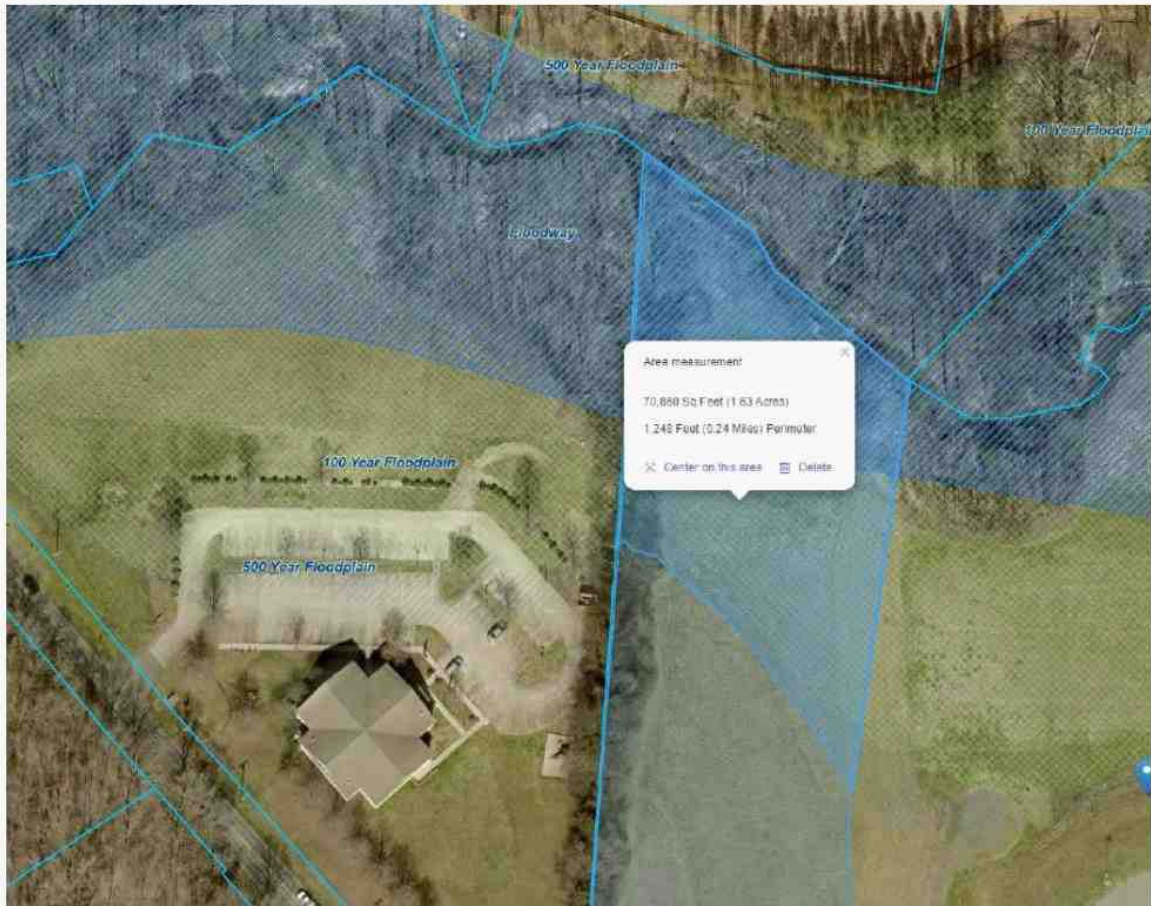
This portion of the appraisal will exhibit the valuation of the tract of land that is located in the flood area as noted on the map.

Whole Tract of Land



Addendum - Page 2

Portion of Land in the flood area:



This portion of the larger tract of land contains 1.63 acres. It is located in the flood area and not buildable. I did not receive a survey and the cannot guarantee the exact amount of land that in or out of the flood zone without a recorded survey. However, I am making the extraordinary assumption the map is correct and also making the hypothetical condition the land has been surveyed and recorded. If either of these conditions are determined to be untrue, then the value could be different.

Addendum - Page 3**Valuation - Sales Comparison of the 1.63 acres of land located in the flood area:**

Address	Sales Price	Price per Acre	Date of Sale	Number of Acres
11291 Widenhouse Road, Midland, NC 28107	\$132,000	\$6,279	02/17/2021	21.50 Acres
6175 Hwy 200, Concord, NC 28025	\$40,000	\$4,510	04/26/2021	8.87 Acres
6120-1 Hwy 200, Concord, NC 28025	\$159,000	\$7,311	02/17/2023	21.75 Acres
6120-2 Hwy 200, Concord, NC 28025	\$172,500	\$7,339	02/17/2023	23.50 Acres
0 Orphanage Road, Kannapolis, NC 28027	\$185,000	\$6,767	04/20/2021	27.34 Acres
86 N. Scalybark Trail, Concord, NC 28027	\$65,000	\$12,597	09/24/2019	5.16 Acres

The median price per acre is \$7,039. The average per acre is \$7,467. I could not locate smaller tracts of land located in the flood area. Based on these sales in the area as well as my experience, I believe a price per acre of \$7,500 per acre is appropriate. Thus, 1.63 Acres X \$7,500 per acre equals \$12,225, rounded to \$12,000.

Addendum - Page 4

Highest and Best Use Summary The highest and best use of a property is based on four criteria. What use of the subject is: · Legally Permissible · Physically Possible · Financially Feasible · Maximally Productive In the case of the subject, local zoning authorities have restricted its use to several different commercial types uses.

Market Conditions – Single Family Residential

Market Conditions 1004MC Detailed Report

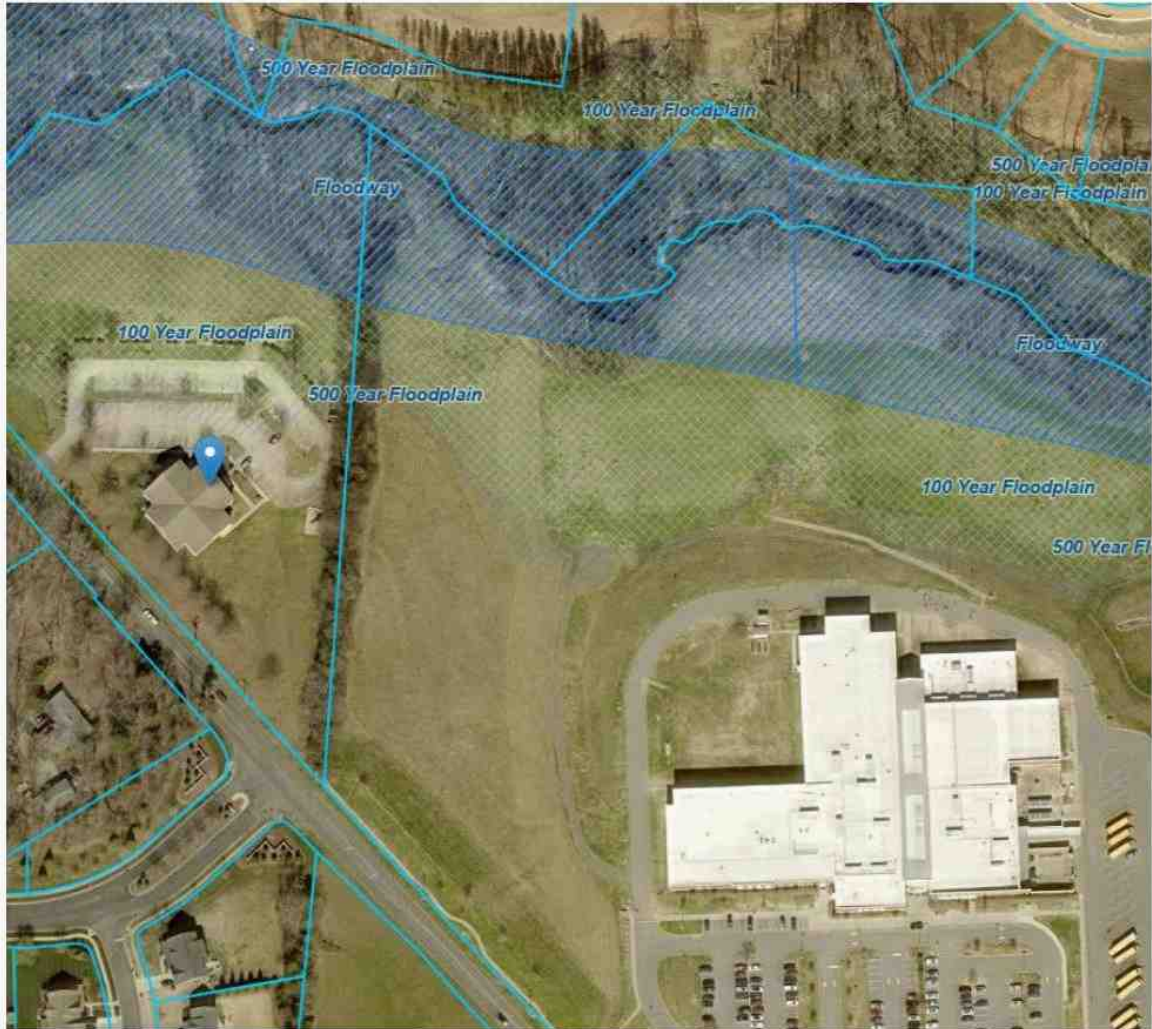
Fannie Mae 1004MC Statistics			
Inventory Analysis	Prior 7-12 Months (01/15/2023-07/18/2023)	Prior 4-6 Months (07/19/2023-10/16/2023)	Current - 3 Months (10/17/2023-01/15/2024)
Total # of Comparable Sales (Settled)	169	88	79
Absorption Rate (Total Sales/Months)	28.17	29.33	26.33
Total # of Comparable Active Listings	28	34	45
Months of Housing Supply (Lst/Ab. Rate)	0.99	1.16	1.71
Median Sale & List Price DOM	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months
Median Comparable Sale Price	\$427,500	\$443,250	\$465,000
Median Comparable Sales DOM	16	8	22
Median Comparable List Price (Listings Only)	\$463,500	\$470,113	\$445,000
Median Comparable Listings DOM (Listings Only)	123	136	41
Median Sale Price / Median List Price %	98.28%	100.00%	98.94%

**The total number of Comparable Active Listings is based on listings that were On Market on the end date of the specified time periods above.*

The residential market is noted to be slightly increasing at this point in time.

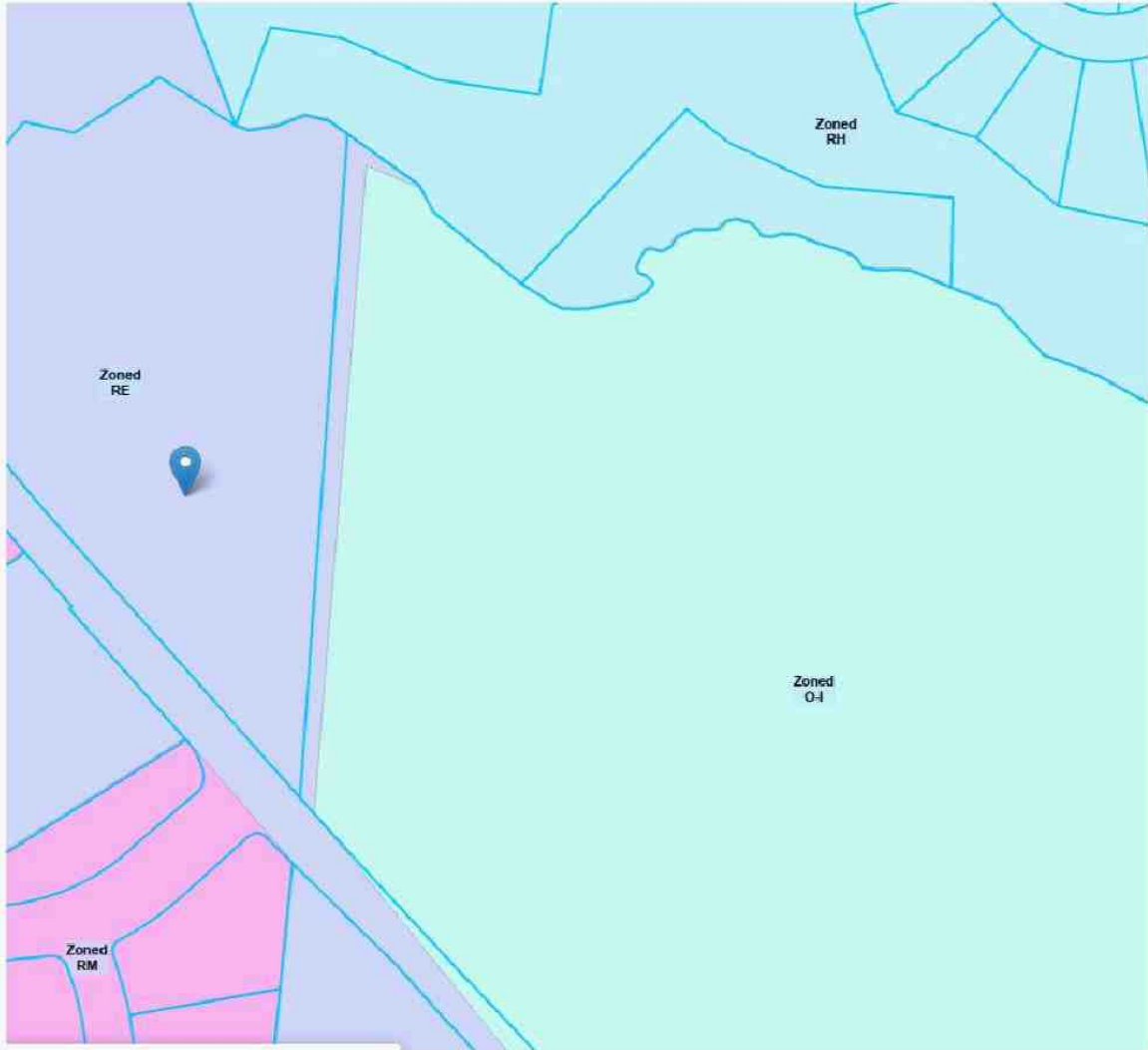
Maps - Page 1

From the county



Maps - Page 2

Zoning Map



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Purchase of a Temporary Easement for Foresteing at Stonewall Jackson Property

BRIEF SUMMARY:

Staff is working on obtaining a temporary easement to access a portion of the Stonewall Jackson property that is inaccessible from other areas of the property due to a railroad dividing the property. Staff has contacted several property owners in regard to this request. Staff will bring a proposal to the regular March BOC meeting for approval. A budget amendment will be presented at the regular meeting to allocate the costs of purchasing the temporary easement to the revenues from the sale of the timber.

REQUESTED ACTION:

Approve the purchase of a temporary easement for forestry at Stonewall Jackson property and the necessary associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Kelly Sifford, AICP Assistant County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Map



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Department of Human Services - Emergency Placement Fund - Child Welfare

BRIEF SUMMARY:

The Division of Social Services (DSS) recognizes the current situation with locating the required residential treatment placement for children in DSS custody with complex behavioral health needs. As LMEs continue to build the network of providers to meet this need, NC DSS has allocated \$2,291,667 in SFY 2023-2024 and \$5,500,000 in SFY 2024-2025 of the behavioral health investment in the 2023 budget and created a pilot program called DSS Emergency Placement Fund.

These funds are intended to temporarily assist county departments of social services in addressing identified placement needs for children in the custody of the agencies who are awaiting a Medicaid leveled treatment placement. While children await the location of the placement, these funds can be used to prevent them from staying in a DSS office.

REQUESTED ACTION:

Motion to approve the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Anneka Rountree, Child Welfare Program Administrator

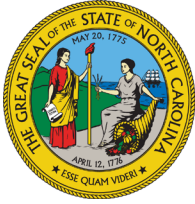
BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Dear County Director Letter
- ▣ Budget Amendment



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

KODY H. KINSLEY • Secretary

SUSAN G. OSBORNE • Deputy Secretary for Opportunity and Well-Being

January 31, 2024

DEAR COUNTY DIRECTORS OF SOCIAL SERVICES

**ATTENTION: DIRECTORS, CHILD WELFARE PROGRAM MANAGERS, CHILD WELFARE SUPERVISORS
AND FISCAL STAFF**

SUBJECT: EMERGENCY PLACEMENT FUND

REQUIRED ACTION: Information Only Time Sensitive Immediate

The Division of Social Services (DSS) recognizes the current situation with locating the required residential treatment placement for children in DSS custody with complex behavioral health needs. As LMEs continue to build the network of providers to meet this need, NC DSS has allocated \$2,291,667 in SFY 2023-2024 and \$5,500,000 in SFY 2024-2025 of the behavioral health investment in the 2023 budget and created a pilot program called DSS Emergency Placement Fund.

These funds are intended to temporarily assist county departments of social services in addressing identified placement needs for children in the custody of the agencies who are awaiting a Medicaid leveled treatment placement. While children await the location of the placement, these funds can be used to prevent them from staying in a DSS office.

The Emergency Placement Fund is to be used to temporarily provide and arrange for essential needs of the individual to establish or maintain a placement. The youth must be opened for 109 Foster Care Case Management Services on a DSS-5027 or in the Child Welfare Information System in order for client specific costs to be claimed for purposes of use #2 or #3 below.

NC DSS has identified the following promising practices which can be supported with these funds:

1. Maintain a crisis placement through a contract that pays a retainer to an identified placement provider who will accept a temporary emergency placement until the appropriate behavioral health treatment placement is located.
2. Pay a short-term temporary enhanced rate to an identified placement provider who is currently or will provide care and supervision to youth who have behaviors that require an exceptional level of supervision. For children who are awaiting a Medicaid leveled treatment placement, these funds can be used to pay a placement that will aid in meeting the child's immediate needs. The amount above the board rate will be reimbursed by submitting the DSS-1571 Part II.
3. Other local solutions that prevent a child in DSS custody from spending a night in the DSS office while waiting on the appropriate treatment placement as approved by NC DSS. The NC DSS

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

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603

MAILING ADDRESS: 2401 Mail Service Center, Raleigh, NC 27699-2401

www.ncdhhs.gov • TEL: 919-855-6335 • FAX: 919-334-1018

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Approved Alternative Option form must be emailed to emergency_placement_fund@dhhs.nc.gov. Determination will be made and emailed within 2 business days.

To ensure sufficient funding for all counties including small counties, for SFY 2024-2025, all counties will receive a base amount of \$20,000 and the remainder of the funds will be allocated based on each county's percentage of the foster care census. For SFY 2023-2024, all counties will be allocated a pro-rated portion equivalent to five months of the full year allocation. These amounts are listed on the attached spreadsheet.

The Emergency Placement Fund is available for use beginning February 1, 2024, with reimbursement beginning in March. No prior approval is needed by your agency to utilize this funding for purposes of use #1 or #2, only for option #3. For option #2, the additional amount paid above the board rate from these funds must be reported on the DSS-1571 Part II and counties should maintain documentation of costs claimed for audit purposes.

Any unused allocation for SFY 2023-2024 (as of June 2024 reimbursement) will be reallocated. Utilization of funds will be monitored, and your agency may be contacted to determine if allocated funds will be expended by May 31, 2025. If there are remaining funds in SFY 2024-2025, they may be reallocated to counties in need of additional funds.

If you have questions or need additional information, please send inquiries to emergency_placement_fund@dhhs.nc.gov.

Sincerely,



Adrian Daye, MSW
Deputy Director for Child Welfare Practice
Division of Social Services, Child Welfare
North Carolina Department of Health and Human Services

Cc:

Lisa Tucker Cauley, Senior Director for Child, Family, and Adult Services
Katie Swanson, Deputy Director for County Operations
Carla McNeill, Section Chief for Permanency
Kimaree Sanders, Section Chief for Licensing and Regulatory
Kathy Stone, Section Chief for Safety and Prevention
Peter West, Section Chief for County Operations
Erin Dickmeyer, Child Welfare Financial Officer
Kim Goodwin, Chief Division Budget Officer

Attachments: Emergency Placement Funds Allocation Table
NC DSS Approved Alternative Option Form

CWS-08-2024

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

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603
MAILING ADDRESS: 2401 Mail Service Center, Raleigh, NC 27699-2401
www.ncdhhs.gov • TEL: 919-855-6335 • FAX: 919-334-1018

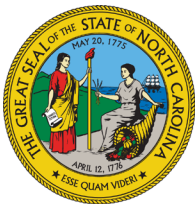
AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Emergency Placement Fund County Allocations

County	FY24	FY25
Alamance	\$ 24,008	\$ 57,620
Alexander	\$ 14,796	\$ 35,510
Alleghany	\$ 13,971	\$ 33,530
Anson	\$ 10,533	\$ 25,280
Ashe	\$ 13,283	\$ 31,880
Avery	\$ 12,458	\$ 29,900
Beaufort	\$ 25,658	\$ 61,580
Bertie	\$ 10,808	\$ 25,940
Bladen	\$ 15,071	\$ 36,170
Brunswick	\$ 27,721	\$ 66,530
Buncombe	\$ 55,771	\$ 133,851
Burke	\$ 36,796	\$ 88,310
Cabarrus	\$ 32,808	\$ 78,740
Caldwell	\$ 27,996	\$ 67,190
Camden	\$ 9,296	\$ 22,310
Carteret	\$ 17,683	\$ 42,440
Caswell	\$ 10,533	\$ 25,280
Catawba	\$ 31,021	\$ 74,450
Chatham	\$ 20,296	\$ 48,710
Cherokee	\$ 16,721	\$ 40,130
Chowan	\$ 11,633	\$ 27,920
Clay	\$ 12,321	\$ 29,570
Cleveland	\$ 37,208	\$ 89,300
Columbus	\$ 25,108	\$ 60,260
Craven	\$ 24,696	\$ 59,270
Cumberland	\$ 73,921	\$ 177,411
Currituck	\$ 10,396	\$ 24,950
Dare	\$ 12,596	\$ 30,230
Davidson	\$ 29,646	\$ 71,150
Davie	\$ 14,658	\$ 35,180
Duplin	\$ 11,221	\$ 26,930
Durham	\$ 45,734	\$ 109,761
Edgecombe	\$ 13,696	\$ 32,870
Forsyth	\$ 41,746	\$ 100,190
Franklin	\$ 17,546	\$ 42,110
Gaston	\$ 64,434	\$ 154,641
Gates	\$ 8,333	\$ 20,000
Graham	\$ 11,496	\$ 27,590
Granville	\$ 12,733	\$ 30,560
Greene	\$ 12,871	\$ 30,890
Guilford	\$ 81,209	\$ 194,901
Halifax	\$ 10,808	\$ 25,940
Harnett	\$ 40,646	\$ 97,550

Haywood	\$ 24,558	\$ 58,940
Henderson	\$ 25,108	\$ 60,260
Hertford	\$ 8,746	\$ 20,990
Hoke	\$ 16,171	\$ 38,810
Hyde	\$ 9,433	\$ 22,640
Iredell	\$ 24,696	\$ 59,270
Jackson	\$ 19,608	\$ 47,060
Johnston	\$ 35,421	\$ 85,010
Jones	\$ 10,121	\$ 24,290
Lee	\$ 11,496	\$ 27,590
Lenoir	\$ 14,933	\$ 35,840
Lincoln	\$ 20,158	\$ 48,380
Macon	\$ 17,546	\$ 42,110
Madison	\$ 11,633	\$ 27,920
Martin	\$ 12,871	\$ 30,890
McDowell	\$ 23,183	\$ 55,640
Mecklenburg	\$ 76,809	\$ 184,341
Mitchell	\$ 13,971	\$ 33,530
Montgomery	\$ 11,908	\$ 28,580
Moore	\$ 18,096	\$ 43,430
Nash	\$ 15,896	\$ 38,150
New Hanover	\$ 42,434	\$ 101,840
Northampton	\$ 8,746	\$ 20,990
Onslow	\$ 26,483	\$ 63,560
Orange	\$ 20,296	\$ 48,710
Pamlico	\$ 9,296	\$ 22,310
Pasquotank	\$ 11,221	\$ 26,930
Pender	\$ 17,408	\$ 41,780
Perquimans	\$ 9,846	\$ 23,630
Person	\$ 19,058	\$ 45,740
Pitt	\$ 32,258	\$ 77,420
Polk	\$ 14,796	\$ 35,510
Randolph	\$ 37,208	\$ 89,300
Richmond	\$ 24,696	\$ 59,270
Robeson	\$ 62,784	\$ 150,681
Rockingham	\$ 30,196	\$ 72,470
Rowan	\$ 32,533	\$ 78,080
Rutherford	\$ 29,646	\$ 71,150
Sampson	\$ 21,946	\$ 52,670
Scotland	\$ 19,196	\$ 46,070
Stanly	\$ 13,971	\$ 33,530
Stokes	\$ 21,808	\$ 52,340
Surry	\$ 23,458	\$ 56,300
Swain	\$ 15,346	\$ 36,830

Transylvania	\$ 14,796	\$ 35,510
Tyrell	\$ 8,746	\$ 20,990
Union	\$ 27,446	\$ 65,870
Vance	\$ 16,171	\$ 38,810
Wake	\$ 69,246	\$ 166,191
Warren	\$ 8,883	\$ 21,320
Washington	\$ 11,358	\$ 27,260
Watauga	\$ 16,583	\$ 39,800
Wayne	\$ 18,371	\$ 44,090
Wilkes	\$ 38,171	\$ 91,610
Wilson	\$ 13,421	\$ 32,210
Yadkin	\$ 17,133	\$ 41,120
Yancey	\$ 12,458	\$ 29,900
	\$ 2,291,667	\$ 5,500,000



NC DSS Approved Alternative Option

COUNTY: _____

Item	Description	Cost

Director/Authorized Designee Signature

Title

Date

Submission: Approved

Denied

Denial Explanation

Reviewed by _____

Date _____

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department Transfer Between Departments/Funds Supplemental Request

The Child Welfare Program received Emergency Placement Fund in the amount of \$32,808.00 available February 1, 2024 for use. Unused funds are reappropriated to FY25 budget and any remaining funds by May 31, 2025 will be reallocated to other counties in need of additional funds. The Emergency Placement Fund is to temporarily assist county departments of social services in addressing identified placement needs for children in the custody of the agencies who are awaiting a Medicaid leveled treatment placement. The funds can be used to prevent them from staying in a DSS office while awaiting placement.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	5630-6206	Foster Care & Board Home	2,021,911.00	16,404.00	-	2,038,315.00
001	9	5630-6901	Fund Balance Appropriated	405,109.00	16,404.00		421,513.00
001	9	5630-9462	Child State Foster Care	2,882,596.00	32,808.00		2,915,404.00
001	6						0.00
001	9						0.00
001	9						0.00
001	9						0.00
001	9						0.00

Total 0.00

Budget Officer

County Manager

Board of Commissioners

Approved
 Denied

Approved
 Denied

Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Facilities Design & Construction - Presentation of Equipment Procurement GMP for Behavioral Health Building

BRIEF SUMMARY:

Cabarrus County has a pre-construction contract in place with Messer Construction for Construction Manager at Risk services on the new behavioral healthcare facility.

On February 22, 2024 Messer received bids on a scope of work we are referring to as Bid Package #1, which is for the early procurement of certain equipment for the project. This is necessary to keep the project on schedule due to the long lead time of these specific items being the chiller and the backup generator. If accepted, this will be a change order to the existing pre-construction contract with Messer known as GMP #1.

REQUESTED ACTION:

Motion to approve the GMP #1 bid award and authorize the County Manager to execute the contract change order to the existing pre-construction contract between Cabarrus County and Messer Construction subject to review by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Michael Miller, Director of Design and Construction
Jason Harris, Messer Construction

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Cost Breakdown

**PROJECT: Cabarrus County Behavioral Health Center GMP-1 MEP Direct Purchase
February 28th, 2024**

**Exhibit 1 - GMP Cost Breakdown
Overall Project Recap**

PKG#	Description	Value	Subcontractor	MBE %	Local Contractor
23	HVAC Equipment	\$ 958,129	Johnson Controls	0.0%	-
26A	Electrical Generator Equipment	\$ 449,924	Buckeye Power Sales (Kohler)	0.0%	-
26B	Electrical Distribution Equipment	\$ 594,213	Richards (ABB)	0.0%	-
	Alternate #01 - Chiller #2	\$ 158,345			
	Alternate #02 - Docking Station	\$ 49,753			
	Alternate #03 - Fuel Tank Capacity	\$ 21,659			
	General Conditions	\$ 25,200			
	General Requirements/Hoisting/Safety	\$ -			
	Subtotal	\$ 2,257,223		0.0%	0.0%
	SDI - 1.25%	\$ 27,900		\$ -	\$ -
	CMaR Contingency - 3%	\$ 67,717		MBE Spend	Local Spend
	Escalation	\$ -			
	BR - DIC - 0.07%	\$ 1,778			
	CM Bond - 0.55%	\$ 13,973			
	CCIP - 2.53%	\$ 64,275			
	Fee - 3.15% +2% Direct Purchase Fee	\$ 125,293			
	Owner Contingency 3%	\$ 76,745			
	GMP Total	\$ 2,634,903			

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Audit Contract for Fiscal Year Ending June 30, 2024

BRIEF SUMMARY:

The Local Government Commission ("LGC") requires the Board to approve our audit contract annually.

The audit contract for fiscal year 2024 will be with Martin Starnes and Associates. The audit services, which include auditing our Major Programs will not exceed \$74,770.

REQUESTED ACTION:

Motion to approve the audit contract for fiscal year ending June 30, 2024, and authorize the Chairman of the Board to execute the agreement on the Board's behalf.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Jim Howden - Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Audit Contract

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

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

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

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
-----	--------------------------------	---

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

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

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

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

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

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

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

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

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

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

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

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

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

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

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.
- All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.
28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:
- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
 - b) the status of the prior year audit findings;
 - c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
 - d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.
29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

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

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

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

FEEES FOR AUDIT SERVICES

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

Financial statements were prepared by: Auditor Governmental Unit Third Party

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

Name:	Title and Unit / Company:	Email Address:
James M. Howden	Finance Director, Cabarrus County	jmhowden@cabarruscounty.us

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

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

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

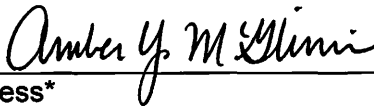
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Cabarrus County, NC
Audit Fee (financial and compliance if applicable)	\$ 65,770 (includes single audit for up to 5 programs)
Fee per Major Program (if not included above)	\$ 3,000 per major program in excess of 5
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 74,770 (includes 8 major programs)

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 02/13/24	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Cabarrus County, NC	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* Steve Morris, Chairman	Signature*
Date	Email Address* smmorris@cabarruscounty.us

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

Sum Obligated by This Transaction:	\$ 74,770 (includes 8 major programs)
Primary Governmental Unit Finance Officer* (typed or printed) James M. Howden, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* jmhowden@cabarruscounty.us

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

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

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

DPCU – PRE-AUDIT CERTIFICATE

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

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

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

PRINT



Report on the Firm’s System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm’s Responsibility

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

Peer Reviewer’s Responsibility

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

Required Selections and Considerations

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

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

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021

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

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

Pittsboro
 579 West Street
 Post Office Box 1399
 Pittsboro, North Carolina 27312
 919 542 6000
 919 542 5764 FAX

Smithfield
 212 East Church Street
 Post Office Box 2348
 Smithfield, North Carolina 27577
 919 934 1121
 919 934 1217 FAX

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Capital Project Grant Interest Budget

BRIEF SUMMARY:

The attached budget amendment and capital project ordinance is to allocate interest earned and to fix the other improvement unallocated general ledger account budget to match actual.

The County has grant funds for three capital projects:

Frank Liske Park

Courthouse

Behavioral Health Center

The interest earned from the grants is required to be allocated back to the projects to be used.

REQUESTED ACTION:

Motion to approve budget amendment allocating interest to the corresponding projects and updating other improvements unallocated budget and approve the corresponding capital project ordinance.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

James Howden, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Amendment
- ▣ Budget Ordinance - FD 380

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

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

To budget interest earned by grants funds associated to a particulate project and to update unallocated budget to match general ledger.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
380	6	2210-6701-COURT	Interest	-	1,694,971		1,694,971
380	9	2210-9821-COURT	Building and Renovations		1,694,971		1,694,971
380	6	8140-6701-BARN	Interest	-	8,951	-	8,951
380	9	8140-9830-BARN	Other Improvements		8,951		8,951
380	6	5310-9701-MENT	Interest	-	966,616	-	966,616
380	9	5310-9820-MENT	Construction		966,616		966,616
380	6	0000-6902-UNAL	Contribution from General Fund	1,632,642	291,389		1,924,031
380	9	0000-9830-UNAL	Other Improvements	1,632,642	291,389	-	1,924,031

Budget Officer

- Approved
 Denied

 Signature

 Date

County Manager

- Approved
 Denied

 Signature

 Date

Board of Commissioners

- Approved
 Denied

 Signature

 Date

CABARRUS COUNTY COUNTY CAPITAL PROJECTS BUDGET ORDINANCE

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

Section I.

- A. The project authorized is for the construction and renovations of County Facilities. Details of the project are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

It is estimated that the following revenues will be available to complete capital projects as listed.

Debt Proceeds 2020 Draw Note	\$ 60,904,154
Debt Proceeds 2022 Draw Note	103,458,267
Debt Proceeds 2024 Debt Program	131,269,664
Debt Proceeds 2026 Debt Program	10,500,000
Contributions from Capital Projects Fund	24,696,943
Contribution from General Fund	40,372,704
Contribution from Capital Reserve Fund	2,728,681
Contribution from Internal Service Fund	1,065,426
Contribution from Community Investment Fund	25,088,328
State Allocation	40,700,000
PARTF Grant	500,000
Interest	2,670,538
TOTAL REVENUES	\$443,954,705

- C. The following appropriations are made as listed.

Courthouse Site Enabling Construction & Renovation	\$ 148,240,251
Exterior Repairs to Multiple Buildings	326,174
Contribution to Capital Reserve (Reimb for Skylight Project)	2,085,000
West Cabarrus High School Artificial Turf Fields	2,566,810
Frank Liske Barn Replacement	6,542,795
Legal / Closing Expenses	952,508
Emergency Equipment Warehouse/ ITS Location	15,867,999
Fiber Infrastructure Improvement	799,000
Sheriff Training & Firing Range Renovations	2,200,000
Human Services HVAC	180,000
Frank Liske Park ADA Renovations	1,450,000
Frank Liske Park Playground Replacement	203,600
Camp Spencer Vending & Archery Building	526,998
West Cabarrus Library & Senior Center	30,400,000
Deferred Maintenance Projects	11,871,450
EMS Headquarters	21,007,999
Mt. Pleasant Library / ALC / Foil Park Project	26,500,001
Northeast Area Land	4,729,117
Mental Health Facility	36,564,170
Other Improvements Unallocated	1,924,031

Enterprise Physical Security Project (ITS)	807,000
Concord Senior Center Overflow Parking Lot	550,000
Contribution to the General Fund	47,500
Frank Liske Park Softball Complex Utilities	410,000
Rob Wallace Park	1,433,504
Animal Shelter Expansion	275,000
Frank Liske Park Stormwater Project	570,803
Northeast Cabarrus Radio Tower Project	2,439,172
Milestone Building	8,150,000
Fire Services Building	370,000
Frank Liske Park Tennis Court	280,000
Frank Liske Park Multiple Projects	5,600,000
Government Center Building Repair	450,000
Public Safety Training Center	37,073,823
Human Services Facility	64,365,000
Frank Liske Park Mini-Golf and Office (ADA)	1,100,000
Boardwalk at Vietnam Veterans Park	95,000
Land Acquisition	4,000,000
Chiller Replacement at Sheriff's Admin Office	1,000,000
TOTAL EXPENDITURES	\$443,954,705
GRAND TOTAL – REVENUES	\$443,954,705
GRAND TOTAL – EXPENDITURES	\$443,954,705

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 1. Transfers amounts between objects of expenditure and revenues within a function without limitation.
 2. Transfer amounts up to \$500,000 between functions of the same fund.
 3. Transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. Enter and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
 5. Award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
 6. Execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
 7. Reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).

Section III.

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

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

Adopted this 21st day of August 2023.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Human Resources - Continuation / Modification Request for Sign-On and Referral Bonus Programs

BRIEF SUMMARY:

Human Resources will share a brief update on the success of this program since implementation and make a recommendation on continuation of this program and a few adjustments to improve program administration.

REQUESTED ACTION:

Request for approval, associated funding and necessary budget amendment for this recruitment and retention tool.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Lundee Covington, HR Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▫ Presentation

Sign On & Referral Bonus Update

March 4, 2024



CABARRUS COUNTY
America Thrives Here

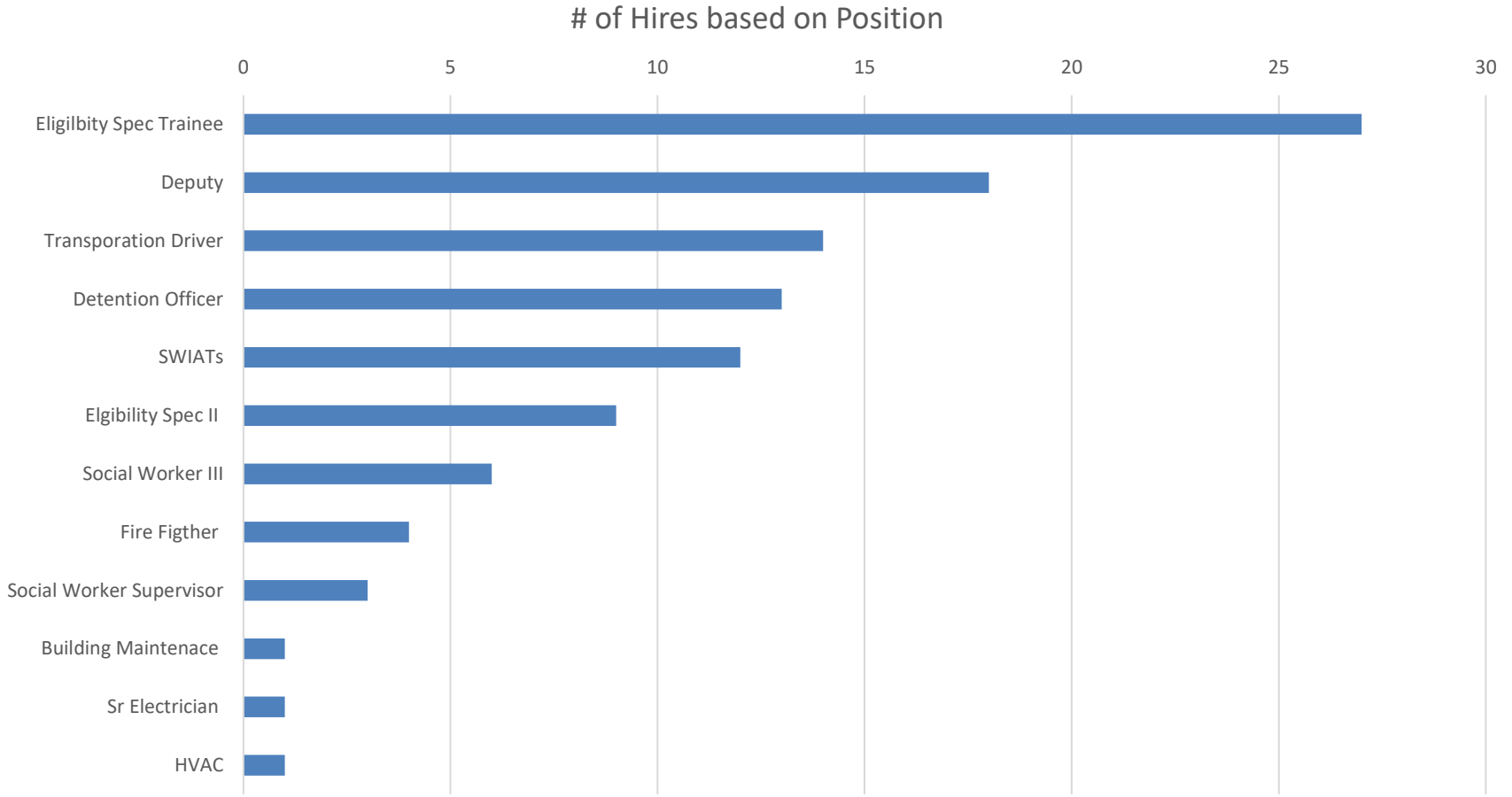
Sign-On & Referral Bonus Overview

- Implemented in June of 2023
- Goal of assisting with hiring and recruitment of difficult-to-fill positions identified as:
 - √ Positions open 6 months or longer or perpetually open positions
 - √ Multiple vacancies
 - √ High turnover rate
 - √ Minimal qualified applicants
- Sign-On Bonus of \$2,500, generally up front with first pay
- Referral of \$1,500 paid at 6 months and 12 months (retention of hire)

Sign-On & Referral Bonus Utilization

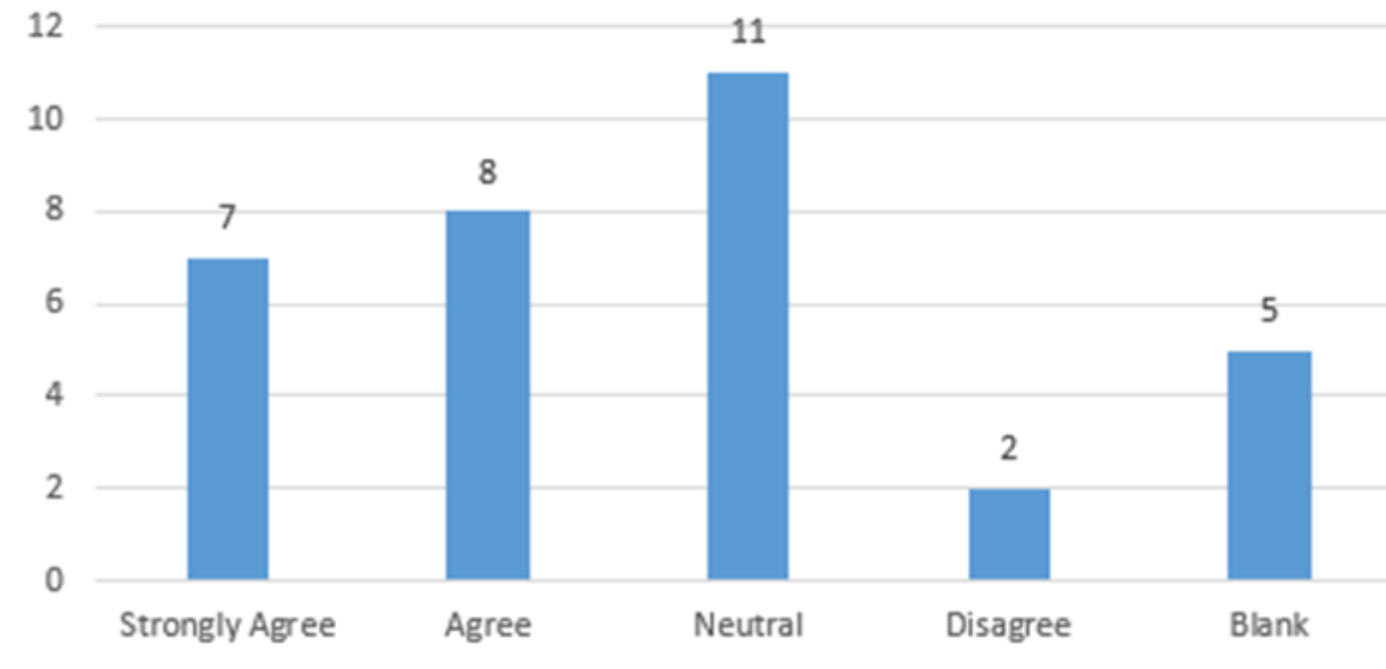
- Since implementation in June of 2023, we have utilized a sign-on bonus to onboard **109** county-wide hard-to-fill positions.
- Of those 109 hires, we have lost 10 or a little more than **9%** to date. Overall turnover rate is approximately 10% fiscal YTD.
- **15** Referral bonuses have been paid out to current staff

Utilization by Department



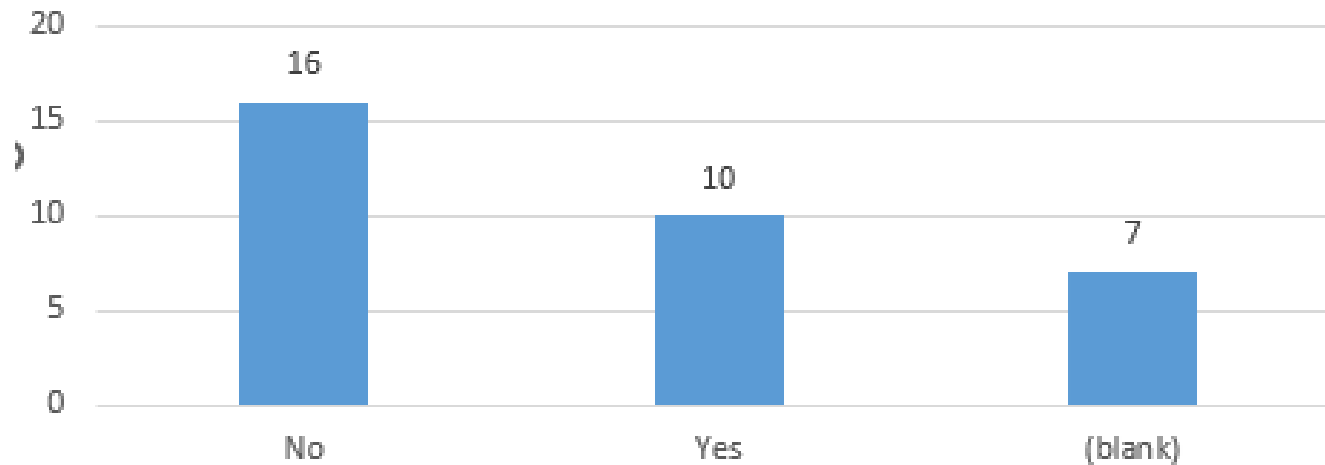
Hiring Manager Feedback

\$2500 sign on bonus has made it easier to recruit for and fill vacant positions in my department



Hiring Manager Feedback

The availability of the \$1500 bonus has impacted my ability to recruit and fill vacant positions.



Recommendations

- Continue Sign On Bonus
- Continue Referral Bonus
- Add Retention Bonus
- Utilize current criteria to determine positions that qualify; County Manager approval required

Sign-On Bonus

- Currently \$2,500
- Increase to **\$3,000** but divide into two payments of \$1,500 at hire and \$1,500 after 1 year
- Addresses the need for up-front payment but reduces risk of non-payback from those who leave.
- Still subject to payback provision.



Referral Bonus

- Currently \$1,500
- Reduce to **\$1,000**
- Change the payment timeline to coincide with the hire / first pay period of the referral.
- Recognizes current staff.
- Addresses the fact referrer often has limited involvement after referral is made.
- No payback provision required.

Retention Bonus

- Add **\$1,500** retention bonus for limited positions where internal transfers may be best resource.
- Require employee to fulfill one year of service in the identified position prior to payment of bonus.
- Goal of leveling the playing field with external applicants that receive sign on for these positions.

Payback Provision

- Employees who do not fulfill the 2-year work requirement (resignation for example) are required to repay 100% of the sign on bonus in year 1 and 50% in year 2.
- Limited exceptions for medical / inability to complete duties.
- Retain this as a way to recoup from those who term and a deterrent to leaving employment.

Payback for Job Changes

- Propose modification of payback for those that promote up with the County.
- Payback cycle (2 years) in effect.

Example of when pay back **not** required.

1. Hired as an Eligibility II and promotes to an Eligibility III
2. Hired as an Eligibility II and promotes to a SWIAT

Examples of when pay back **is** required

1. Hired as a Deputy and moves to a Records Specialist.
2. Hired as an Eligibility II and moves to an Admin Specialist I, II, III

Funding

- Requesting funding for remainder of FY24 and FY25 to utilize “while funds remain” for identified hard to fill positions.



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Human Resources - Public Safety Market Study

BRIEF SUMMARY:

Dr. Victoria McGrath with McGrath Consulting will join us to present the recent project work for the Public Safety positions - Sheriff, EMS, Fire/Emergency Management. This will include recommendations for adjustments as warranted by the market data. This item would be funded in FY24 through lapse salary and/or other budget adjustments.

REQUESTED ACTION:

Motion to approve recommended salary adjustments for the Public Safety positions, which include the Sheriff's Office, EMS and Fire/Emergency Management.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Lundee Covington, HR Director

Ashley Dobbins, HR Strategy Manager

Guest: Victoria J. McGrath, Ph.D., SPHR McGrath Human Resources Group

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Presentation - Consultant
- ▣ Presentation - Staff



Salary Structure Review

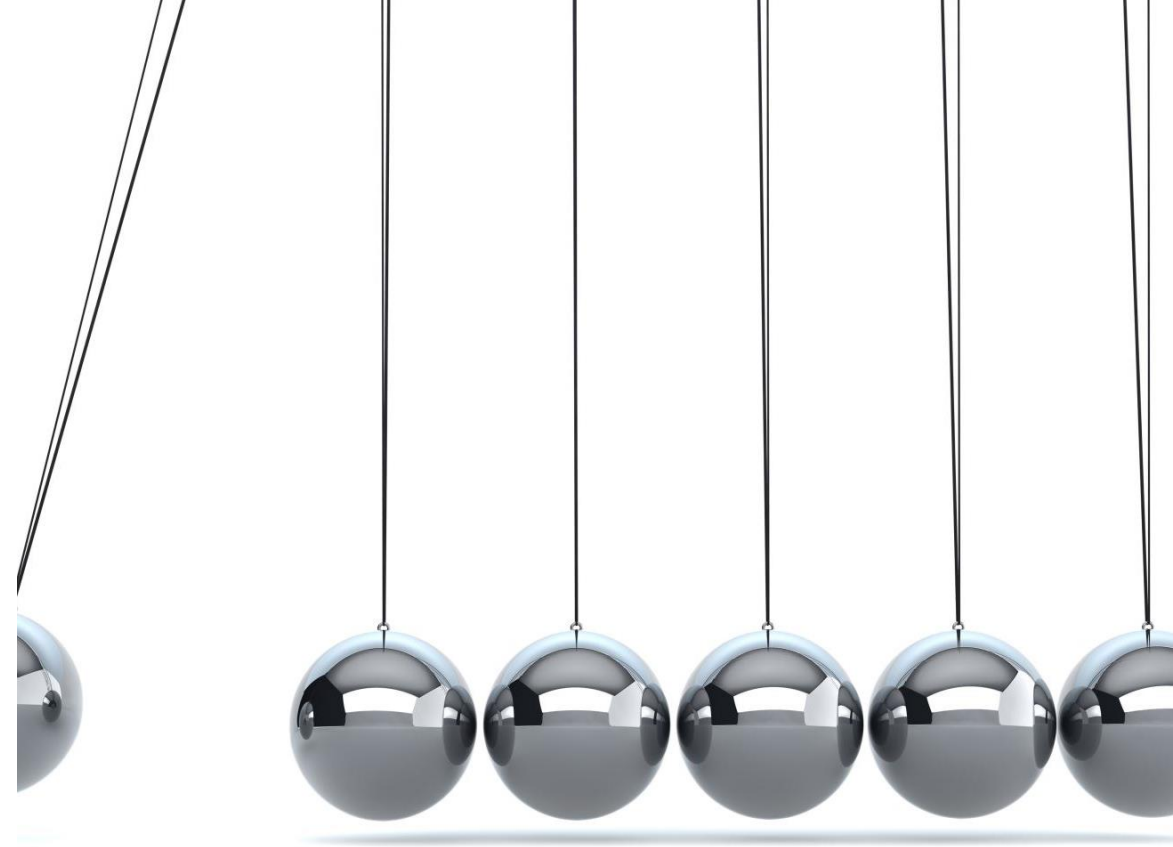
March 4, 2024



About Us

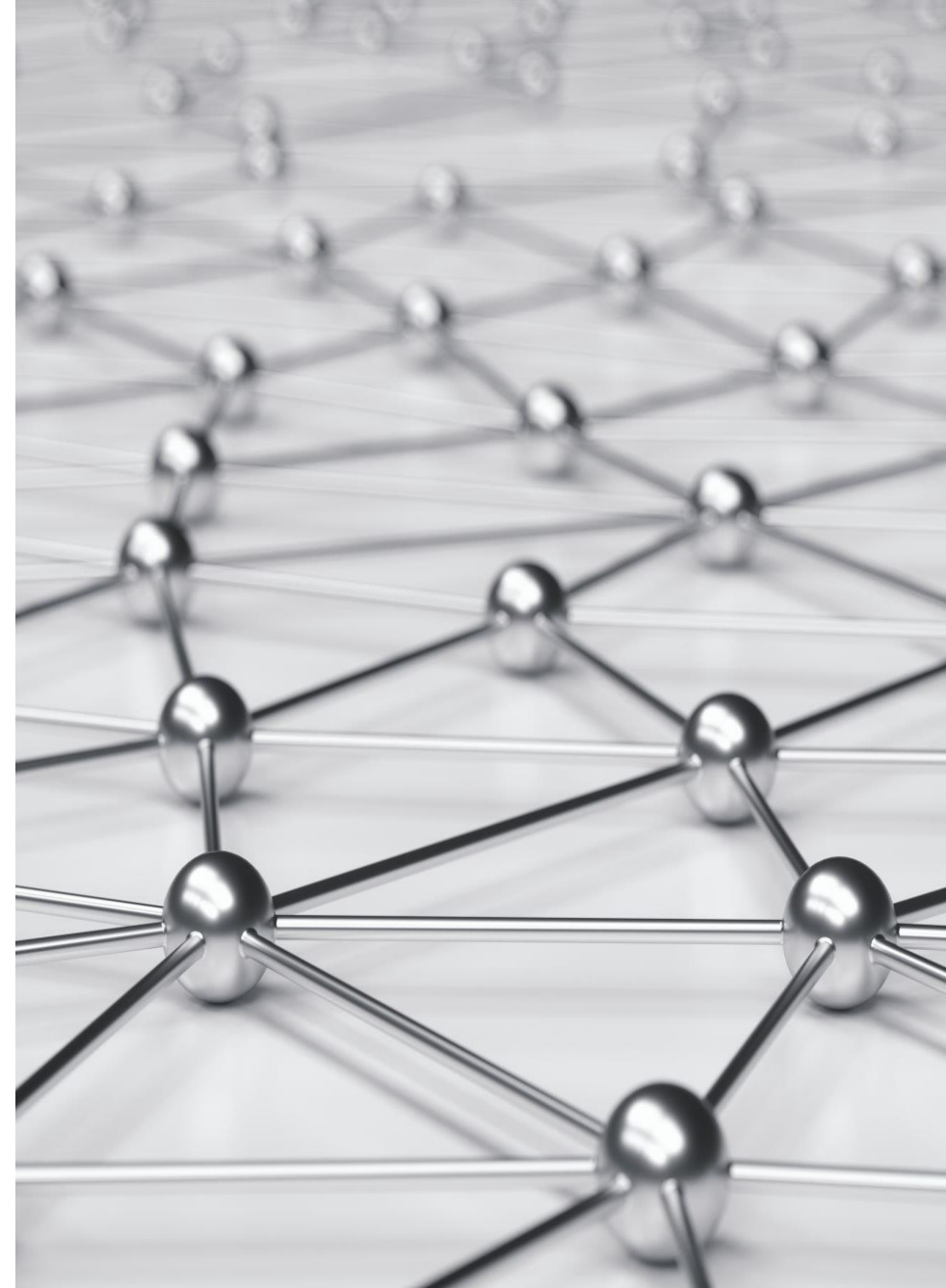
Celebrating 21 Years

- McGrath Consulting Established in 2000
 - Sept 2012 – McGrath Human Resources Group
 - 550 Clients in 40 States Companywide
- Public Sector Consultants
 - Human Resources
 - Public Safety (Police, Fire, EMS, Dispatch)
- Specializing In
 - Compensation Studies
 - Performance Management
 - Development of Policies and Procedures/Handbooks



Study Objectives

- Review the current compensation plan. Make recommendations to move away from 5% between pay grades
- Determine the County's level of market competitiveness through evaluation of the external market for Public Safety positions only.
- Establish internal equity among positions within the County.
- Integrate the data from the external market-PS, current salary schedule for all other positions, job evaluations, department interviews into a salary schedule for competitiveness.
- Make recommendations on keeping the plan current, equitable and up to date.
- **Not a compensation study for all non-public safety positions. Utilized current salary ranges**



Methodology

- Interviews with County Administration, Human Resources, Department Heads and Managers.
- Review of data from current Compensation System, current job descriptions, and current policies.
- All positions requested to complete a Position Questionnaire (PQ). At least one (1) PQ was required per position.
- Solicited compensation data from 19 public organization for public safety positions (Minimum, Midpoint, Maximum, and Incumbent Salary).



Public Comparable Organizations

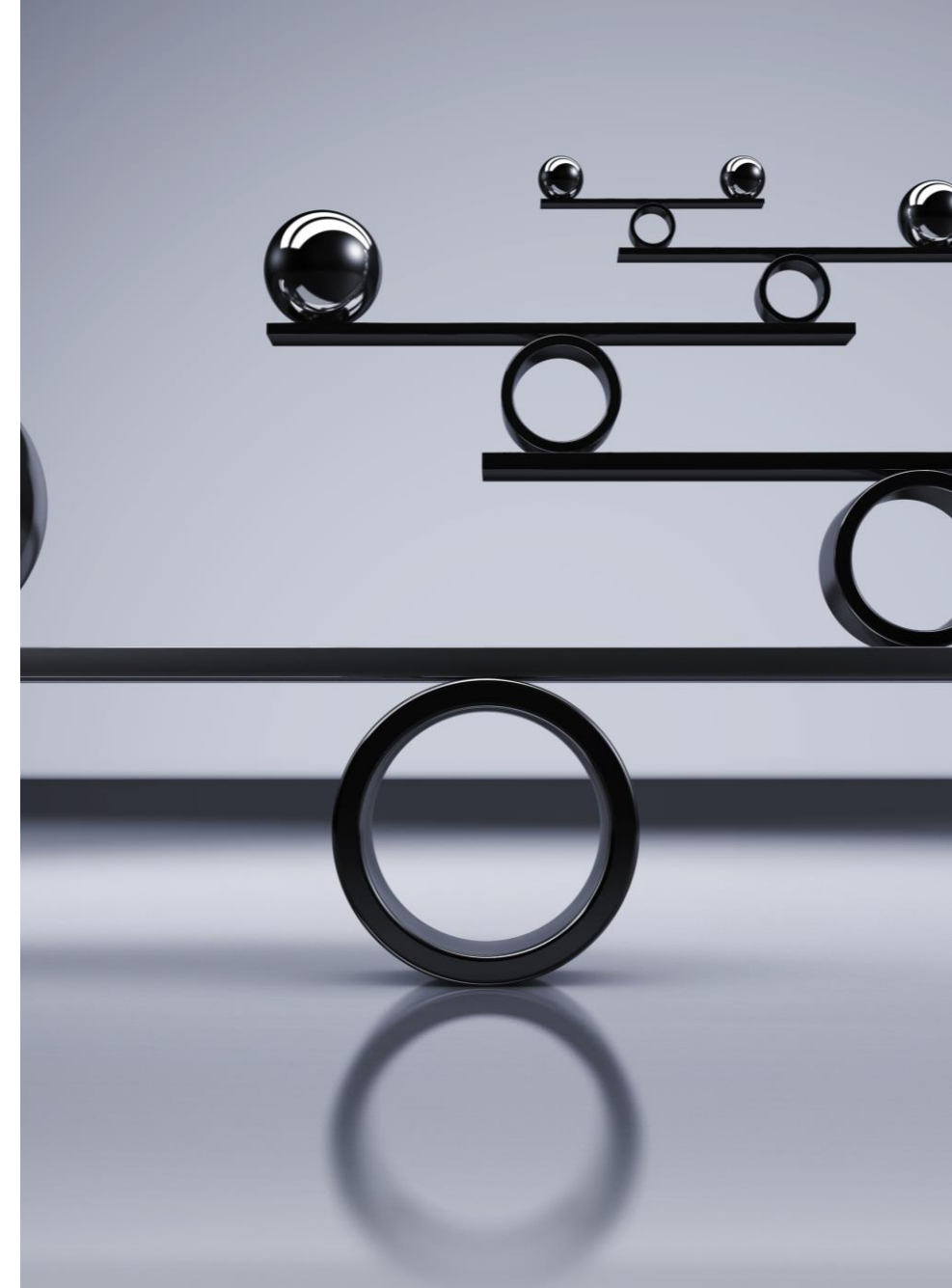
Organization
Buncombe County
City of Charlotte
City of Concord*
City of Kannapolis
City of Mooresville
City of Raleigh
Cumberland County
Durham County
Forsyth County
Gaston County
Guilford County
Iredell County
Johnston County
Mecklenburg County
New Hanover County
Onslow County
Rowan County
Union County
Wake County
* Did not participate



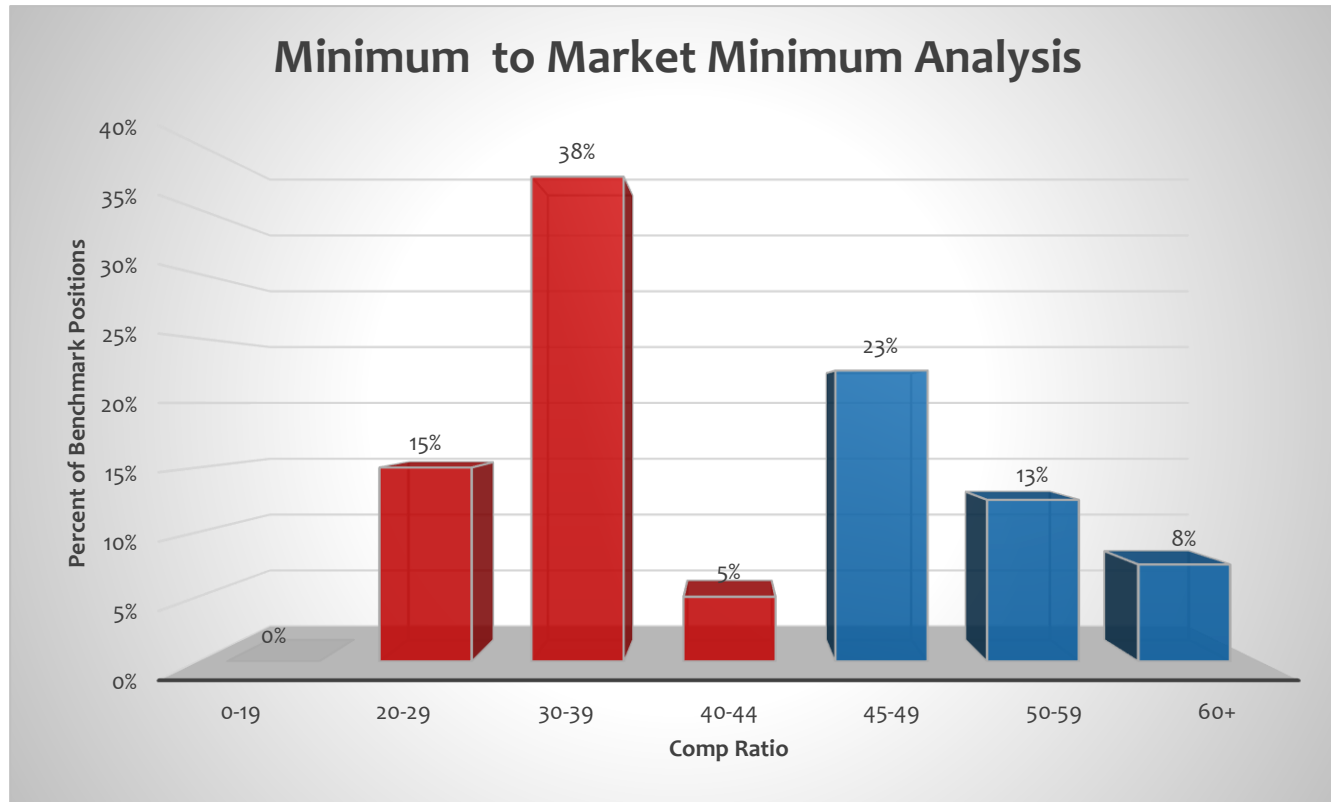
Market Analysis

Comp Ratio

- A comparison of the County's Salary Range and/or salaries to the “Market”
- Average Market Rate: 50%
- Acceptable Comp Ratio Range: 45%* +
- Eliminate outliers to obtain average



Minimum Rate Analysis – Public Safety



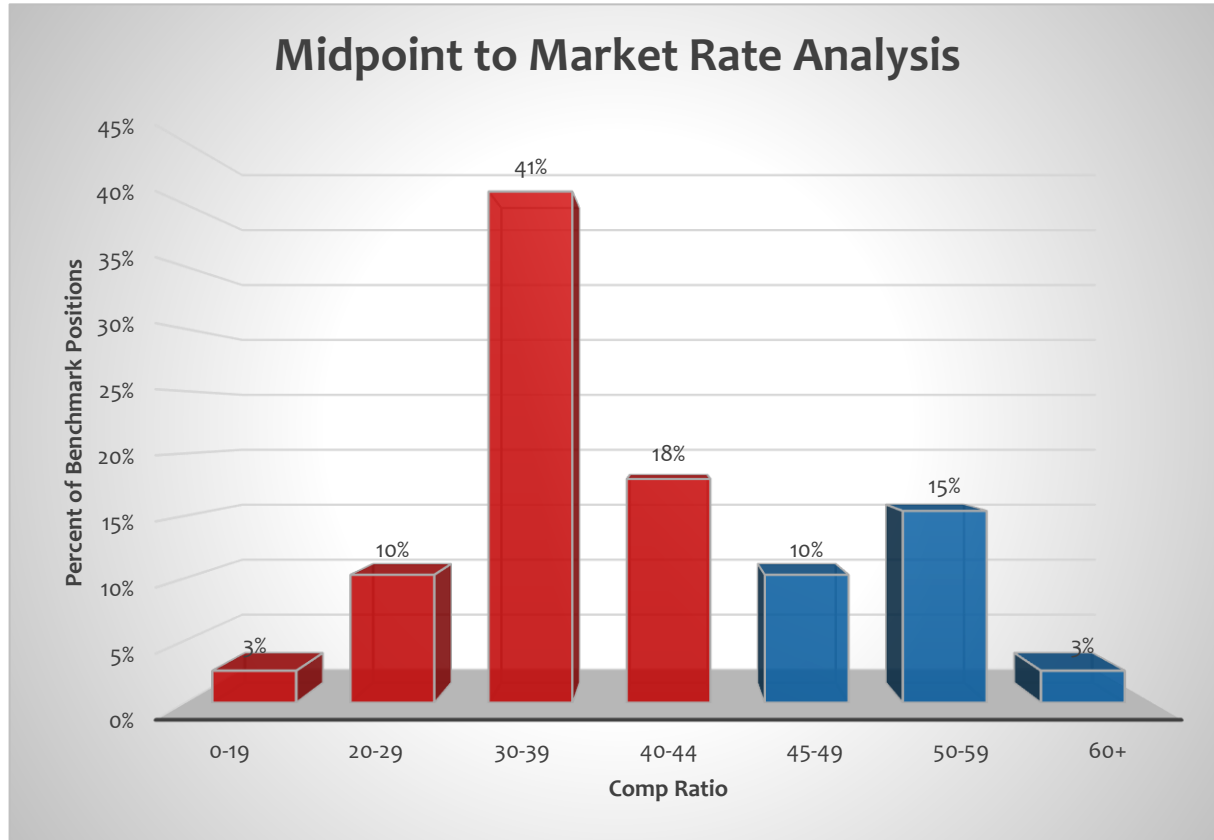
72% under Market

28% aligned with Market

Public Safety positions are no longer in line with the market

May not result in 100% due to rounding

MidPoint to Market Analysis-Public Safety



May not result in 100% due to rounding

72% under Market

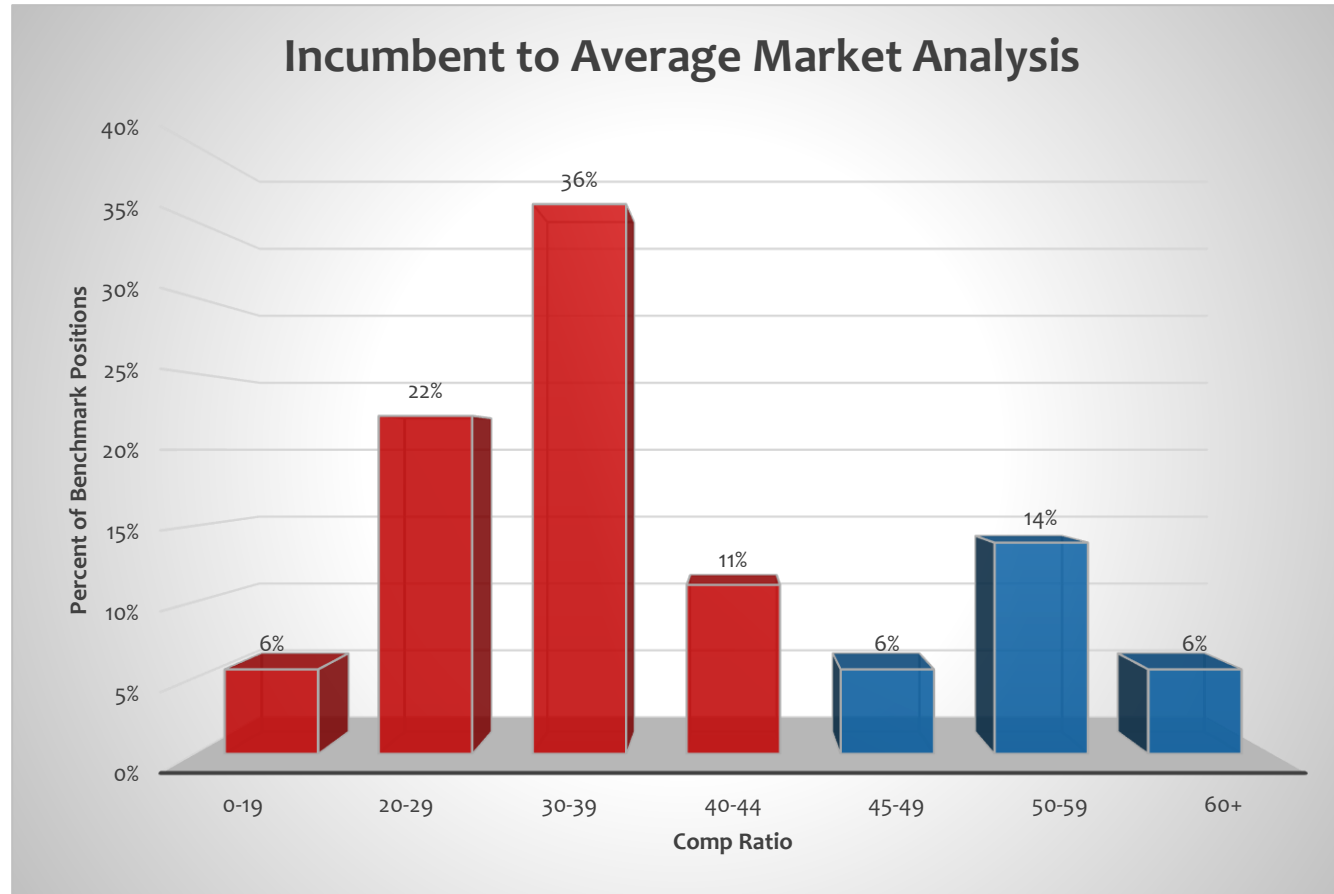
28% aligned with Market

Midpoint is not aligned with the average market rate.

Should reach the average market rate within 3 – 5 years of service.
Fully capable & competent to do the job.

Incumbent Analysis-Public Safety

Is most reflective of the County to current market



May not result in 100% due to rounding

75% under Market

25% aligned with Market

Tenure and frequency of salary adjustments impacts these findings

Employees salary not competitive to average market rate

Public Safety Market Study

- Updating current salary schedule with market data
 - Utilizing the same approach for integrating market data into the schedule
 - Handout
- Developing an estimated cost for implementation & date for implementation
 - County estimates
- Will continue to align public safety positions into the revised recommended salary schedule with all other county positions



Questions

Public Safety Market Study

Lundee Covington, HR Director
Ashley Dobbins, HR Strategy
Manager



CABARRUS COUNTY
America Thrives Here

Reclassification Methodology

- Our standard method of reclassification is moving 5% per pay grade movement.

Example: If the market is indicating a need for a move from a pay grade 15 to a pay grade 17, we would move the employee into the new grade and provide a 10% increase

- This study impacts approximately 550 employees within Emergency Medical Services, Emergency Management, Fire, and the Sheriff's Office.

Recommendation

- Bring Full Time and Part Time employees to the new recommended pay grade based on market data.
- Provide a 5% increase per pay grade to impacted employees.
- The initial cost estimate of this methodology for pay increases is \$7,230,500.

Emergency Management/Fire	Emergency Medical Services	Sheriff's Office
\$210,200	\$820,300	\$6,200,000
22 Employees	153 Employees	383 Employees

Benefits of the 5% Method

- Keeps the employee in the same placement within the new pay grade that they are in within their current pay grade.
- Allows us to continue making offers within the pay range to recruit and hire experienced team members.
- Avoids pay compression and keeps us from having to go back and fix that at a later point.

Impacts of not using the 5% method

- Causes pay compression between new and tenured staff.
- When everyone is lower in the range, we can't make competitive offers to recruit experienced staff.
- Overall negative impacts on recruitment and retention.

Compression

- In FY22, we had to address pay compression and our consultant shared best practices on preventing pay compression to include:
 - Continue process of reviewing county jobs on our normal cycle.
 - Review “hot jobs” more often as indicated by turnover or hiring challenges.
 - **When grade is changed, move employee to appropriate place within the new grade.**
 - Promote from within where possible.

Paramedic Example: 5% Method

Employee Tenure	Current Pay Grade	Current Hourly Rate	New Pay Grade	New Hourly Rate
5 years of service	16	\$25.99	18	\$28.59
3 years of service	16	\$22.73	18	\$25.00
2 years of service	16	\$22.81	18	\$25.09
1 years of service	16	\$22.32	18	\$24.55
0 years of service	16	\$21.80	18	\$23.98

Paramedic Example: Moving only to Minimum

Employee Tenure	Current Pay Grade	Current Hourly Rate	New Pay Grade	New Hourly Rate
5 years of service	16	\$25.99	18	\$25.99 No Movement
3 years of service	16	\$22.73	18	\$23.48 Minimum
2 years of service	16	\$22.81	18	\$23.48 Minimum
1 years of service	16	\$22.32	18	\$23.48 Minimum
0 years of service	16	\$21.80	18	\$23.48 Minimum

- Most tenured Paramedic has no movement – leads to dissatisfaction/turnover when those with less tenure are moving closer in the range to them while those with longevity have no movement within the range.
- Employees with 0-3 years all move to the same point in the range – best practice to have separation within the range based on experience.
- New hires will have to be offered at lower rates/minimum due to internal equity, not giving them credit for their experience and causing us to lose good candidates.

Deputy Example: 5% Method

Employee Tenure	Current Pay Grade	Current Hourly Rate	New Pay Grade	New Hourly Rate
16 years of service	15	\$29.50	21	\$42.39
12 years of service	15	\$27.36	21	\$35.57
8 years of service	15	\$23.74	21	\$30.86
5 years of service	15	\$24.01	21	\$31.21
1 years of service	15	\$21.09	21	\$27.42

Deputy Example: Moving only to Minimum

Employee Tenure	Current Pay Grade	Current Hourly Rate	New Pay Grade	New Hourly Rate
16 years of service	15	\$29.50	21	\$29.50 No Movement
12 years of service	15	\$27.36	21	\$27.36 No Movement
8 years of service	15	\$23.74	21	\$27.18 Minimum
5 years of service	15	\$24.01	21	\$27.18 Minimum
1 years of service	15	\$21.09	21	\$27.18 Minimum

Sheriff Van Shaw

- Market
- Current and Anticipated Turnover
- Overtime

Next Steps

- If approved, we would anticipate that the effective date would be the pay period that starts April 19th.
- Employees would receive increases in their paycheck on May 10th.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning Department - Odell School Road Abandonment and Closure Request

BRIEF SUMMARY:

Cabarrus County received a road right-of way abandonment and closure petition. The applicants, the Boyce McKnight Morrison Jr. and Alice Arico Morrison Joint Revocable Trust and the D&S Morrison Trust, are requesting that a portion of Odell School Road (SR-1601), at the intersection of Mooresville Road (NC Hwy 3), be abandoned and closed.

Odell School Road was realigned due to the construction of a round-a-bout by the North Carolina Department of Transportation to facilitate the flow of traffic at this intersection. The realignment left an approximately .29-acre portion of Odell School Road (SR-1601) unused. The roadbed for the area to be abandoned has already been removed (See Maps). If the abandonment request is approved, the property in the right-of-way will be combined with the parcel on either side of it.

The Board of Commissioners needs to consider the request and decide if the Board supports it. If the Board does support the request, a Resolution of Support will need to be signed by the Chair and forwarded to the North Carolina Department of Transportation Board (See Resolution).

REQUESTED ACTION:

Motion to adopt resolution.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susie Morris, Planning Director

Evan Lee, General Counsel

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Application
- ▣ Boundary Survey with ROW
- ▣ Maps
- ▣ Resolution



**CABARRUS COUNTY 911
STREET OR ROAD RIGHT OF WAY
ABANDONMENT PETITION**

STAFF USE ONLY:

Application/Accela#: _____

Reviewed by: _____

Date: _____

Amount Paid: _____

DATE: 1/26/24

NAME OF PETITIONERS: The Boyce McKnight Morrison Jr. and Alice Arico Morrison Joint Revocable Trust dated March 20, 2020, and the D&S Morrison Trust dated December 21, 2004

ADDRESS OF PETITIONER: c/o Henry N. Pharr III, Kirk Palmer & Thigpen,, P.A., 1300 Baxter Street, Suite 300, Charlotte, NC 28204

PHONE: 704-661-1707

EMAIL: hpharr@kptlaw.com

NAME OF ROAD RIGHT OF WAY TO BE ABANDONED: (former) Odell School Road

STATE ROAD NUMBER (IF APPLICABLE): S.R. 1601

LINEAR FOOTAGE OF ROAD: See attached survey of Old Odell School Rd R/W To Be Abandoned showing a .29 acre +/- parcel with specific line footages

LINEAR FOOTAGE OF ROAD TO BE ABANDONED: See attached survey of Old Odell School Rd R/W To Be Abandoned showing a .29 acre +/- parcel with specific line footages. The length along the centerline of the old alignment area that is to be abandoned is 291 feet. The area in square feet of the area to be abandoned is 12,724 feet, and the length along the centerline of the new alignment is 381 feet.

NEAREST INTERSECTION: N.C. Highway 3

REASON FOR REQUEST: NCDOT created a roundabout at the intersection of Odell School Road and N.C. Highway 3. As a result of this project, the right of way on Petitioners' land was shifted to the roundabout, leaving a portion of unused old roadbed. Petitioner is now under contract to sell the land that includes the old roadbed and former R/W. Petitioners must provide unencumbered fee simple their purchaser in the pending sale of the land.



**CABARRUS COUNTY 911
STREET OR ROAD RIGHT OF WAY
ABANDONMENT PETITION**

STAFF USE ONLY:

Application/Accela#: _____

Reviewed by: _____

Date: _____

Amount Paid: _____

SIGNATURE OF APPLICANT: Jared S. Martin DATE: JAN. 31, 2024

SIGNATURE OF APPLICANT: _____ DATE: _____

- PRE-APPLICATION MEETING WITH STAFF REQUIRED PRIOR TO SUBMITTAL.
- SUBMITTAL DOCUMENTATION DETERMINED AT PRE-APPLICATION MEETING.
- SUBMITTAL MUST BE COMPLETE OR IT WILL NOT BE PROCESSED.



*Fees: \$350.00 review fee
 + cost of advertising Public Hearing
 + cost of new street sign(s)
 + cost of required mailing and notices for submittal*



**CABARRUS COUNTY 911
STREET OR ROAD RIGHT OF WAY
ABANDONMENT PETITION**

STAFF USE ONLY:

Application/Accela#: _____

Reviewed by: _____

Date: _____

Amount Paid: _____

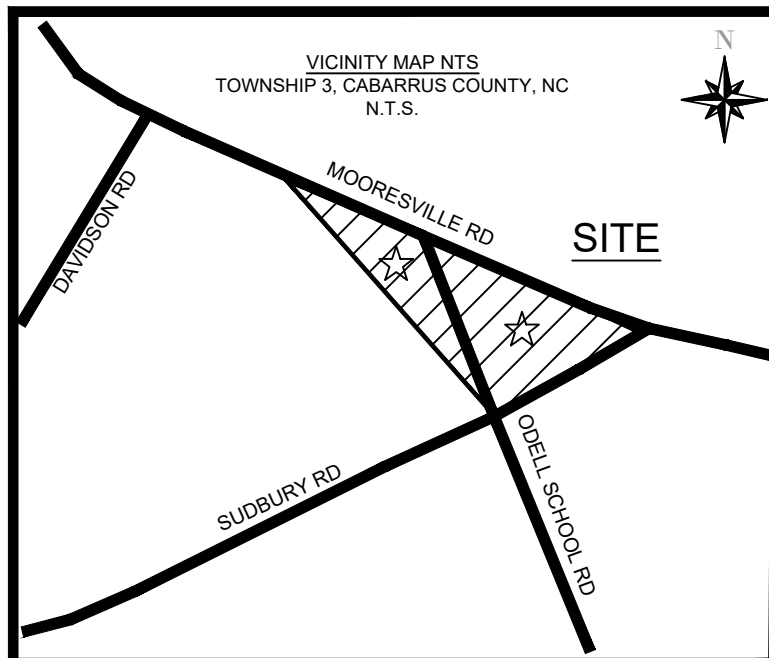
SIGNATURE OF APPLICANT: _____ DATE: _____

SIGNATURE OF APPLICANT: *[Handwritten Signature]* DATE: 1/31/2024

- PRE-APPLICATION MEETING WITH STAFF REQUIRED PRIOR TO SUBMITTAL.
- SUBMITTAL DOCUMENTATION DETERMINED AT PRE-APPLICATION MEETING.
- SUBMITTAL MUST BE COMPLETE OR IT WILL NOT BE PROCESSED.

.....

*Fees: \$350.00 review fee
+ cost of advertising Public Hearing
+ cost of new street sign(s)
+ cost of required mailing and notices for submittal*



GENERAL NOTES

1. THE PROPERTY SHOWN HEREON IS SUBJECT TO ANY AND ALL LEGAL EASEMENTS AND RIGHT OF WAYS, RECORDED AND UNRECORDED, INCLUDING BUT NOT LIMITED TO THOSE SHOWN HEREON AND IN DEED BOOK 15857 PAGE 301. THE PROPERTY SHOWN HEREON IS ALSO SUBJECT TO ANY PLANNING AND ZONING REGULATIONS THAT MAY APPLY.
2. THIS SURVEY IS SUBJECT TO ANY AND ALL FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
3. ALL IRON PINS ARE 1/2" BY 18" PINS IF SET.
4. A BOUNDARY SURVEY DOES NOT DETERMINE LAND OWNERSHIP. A PROFESSIONAL LAND SURVEYOR ONLY PROVIDES AN OPINION OF PREVIOUSLY DESCRIBED PROPERTY LINES WHICH MAY OR MAY NOT BE UPHELD BY A COURT OF LAW. UNWRITTEN RIGHTS MAY OR MAY NOT EXIST ON THE SUBJECT PROPERTY.
5. THE LOCATION OF ALL UTILITIES SHOWN HEREON ARE BASED ON THE FIELD LOCATION OF FOUND VISIBLE STRUCTURES OR AS FLAGGED BY THEIR RESPECTIVE UTILITY COMPANIES. THERE MAY BE OTHER UNDERGROUND UTILITIES LOCATED ON THE PROPERTY SHOWN HEREON. NO GUARANTEE IS EXPRESSED OR IMPLIED TO THE ACTUAL LOCATION OF SAID UTILITIES OR THE NONEXISTENCE OF ANY UTILITIES.
6. THE PROPERTY SHOWN HEREON DOES NOT LIE IN A FLOOD PRONE AREA ZONE X PER 3710467300L EFF.11-16-2018
7. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE PARTIES NAMED HEREON AND IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
8. ONLY VISIBLE ABOVE GROUND IMPROVEMENTS AND ENCROACHMENTS, IF ANY, ARE SHOWN ON THE FACE OF THIS SURVEY. HELTON SURVEYING HAS NOT EXAMINED SUBSURFACE, OR ENVIRONMENTAL CONDITIONS AND THEY ARE NOT CONSIDERED A PART OF THIS SURVEY.
9. NO VISIBLE ABOVE GROUND EVIDENCE OF CEMETERIES WAS OBSERVED AT THE SUBJECT PROPERTY BUT THIS DOES NOT PRECLUDE THEIR EXISTENCE. THIS SURVEYOR IS NOT QUALIFIED TO ASSESS THE PRESENCE OF CEMETERIES OR BURIAL GROUNDS AND ANY PERSON OR INSTITUTION RELYING ON THIS SURVEY IS ENCOURAGED TO HAVE A CULTURAL RESOURCE STUDY OF THE SUBJECT PROPERTY TO DETERMINE THE PRESENCE OF ANY CEMETERIES, BURIAL GROUNDS, OR ARCHEOLOGICAL SENSITIVE AREAS PRIOR TO ANY SITE EXCAVATIONS, CONTACT THE APPROPRIATE UTILITY COMPANY FOR LOCATION OF THEIR LINES.
10. THE RIGHT OF WAYS OF THE ROADS SHOWN HEREON ARE DETERMINED FROM THE FOUND MONUMENTS AND AS NOTED IN PRIOR SURVEYS. NO SOURCE OF TITLE WAS FOUND FOR THE ROADS AND NO CERTIFICATION IS MADE.



GRID NORTH AS ESTABLISHED BY NC STATE PLANE COORDINATES ~ NAD 83 (2011)

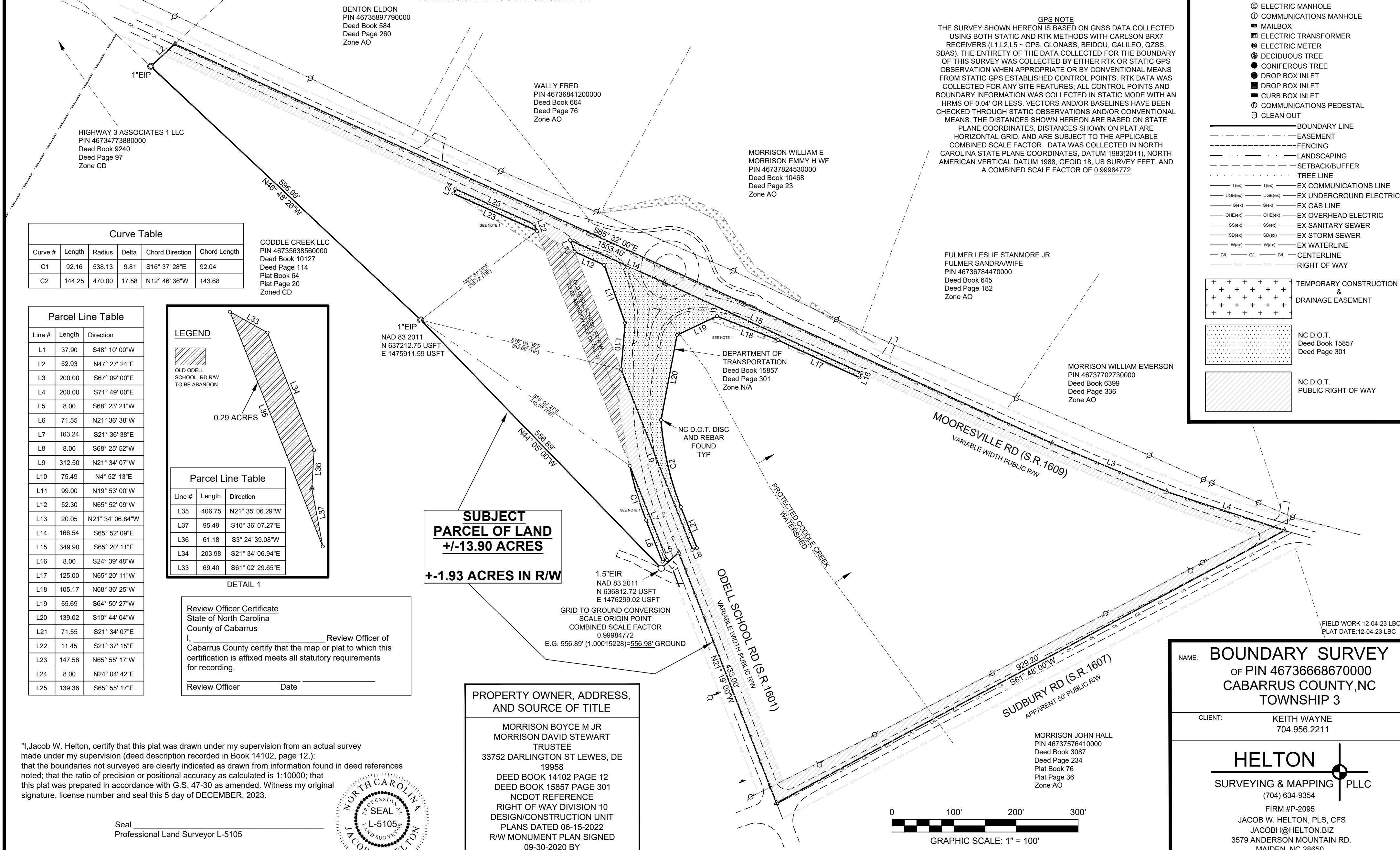
LEGEND

- IRON PIPE FOUND
- ⊙ MAGNETIC/PK NAIL
- IRON PIN FOUND
- △ CALCULATED POINT
- IRON PIN SET
- ⊕ BENCHMARK
- ⊖ PIPE BOLLARD/ POST
- ⊖ FIRE HYDRANT
- ⊖ SIGN
- SIGNAL POLE
- UTILITY POLE
- ▽ GAS VALVE
- ⊙ GAS METER
- ⊙ WATER METER
- ⊕ STAND PIPE
- ⊖ WATER VALVE
- ⊙ LIGHT POLE
- ⊖ GUY WIRE
- ⊙ SANITARY MANHOLE
- ⊙ STORM MANHOLE
- ⊙ ELECTRIC MANHOLE
- ⊙ COMMUNICATIONS MANHOLE
- ⊙ MAILBOX
- ⊙ ELECTRIC TRANSFORMER
- ⊙ ELECTRIC METER
- ⊙ DECIDUOUS TREE
- CONIFEROUS TREE
- DROP BOX INLET
- DROP BOX INLET
- CURB BOX INLET
- ⊙ COMMUNICATIONS PEDESTAL
- ⊙ CLEAN OUT

- BOUNDARY LINE
- - - EASEMENT
- - - FENCING
- - - LANDSCAPING
- - - SETBACK/BUFFER
- - - TREE LINE
- T(ex) T(ex) EX COMMUNICATIONS LINE
- UGE(ex) UGE(ex) EX UNDERGROUND ELECTRIC
- G(ex) G(ex) EX GAS LINE
- OHE(ex) OHE(ex) EX OVERHEAD ELECTRIC
- SS(ex) SS(ex) EX SANITARY SEWER
- SD(ex) SD(ex) EX STORM SEWER
- W(ex) W(ex) EX WATERLINE
- CL CL CL CENTERLINE
- R/W R/W RIGHT OF WAY

- + + + + + TEMPORARY CONSTRUCTION & DRAINAGE EASEMENT
- NC D.O.T. Deed Book 15857 Deed Page 301
- NC D.O.T. PUBLIC RIGHT OF WAY

GPS NOTE
 THE SURVEY SHOWN HEREON IS BASED ON GNSS DATA COLLECTED USING BOTH STATIC AND RTK METHODS WITH CARLSON BRX7 RECEIVERS (L1,L2,L5 - GPS, GLONASS, BEIDOU, GALILEO, QZSS, SBAS). THE ENTIRETY OF THE DATA COLLECTED FOR THE BOUNDARY OF THIS SURVEY WAS COLLECTED BY EITHER RTK OR STATIC GPS OBSERVATION WHEN APPROPRIATE OR BY CONVENTIONAL MEANS FROM STATIC GPS ESTABLISHED CONTROL POINTS. RTK DATA WAS COLLECTED FOR ANY SITE FEATURES; ALL CONTROL POINTS AND BOUNDARY INFORMATION WAS COLLECTED IN STATIC MODE WITH AN HRMS OF 0.04' OR LESS. VECTORS AND/OR BASELINES HAVE BEEN CHECKED THROUGH STATIC OBSERVATIONS AND/OR CONVENTIONAL MEANS. THE DISTANCES SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES. DISTANCES SHOWN ON PLAT ARE HORIZONTAL GRID, AND ARE SUBJECT TO THE APPLICABLE COMBINED SCALE FACTOR. DATA WAS COLLECTED IN NORTH CAROLINA STATE PLANE COORDINATES, DATUM 1983(2011), NORTH AMERICAN VERTICAL DATUM 1988, GEOID 18, US SURVEY FEET, AND A COMBINED SCALE FACTOR OF 0.99984772

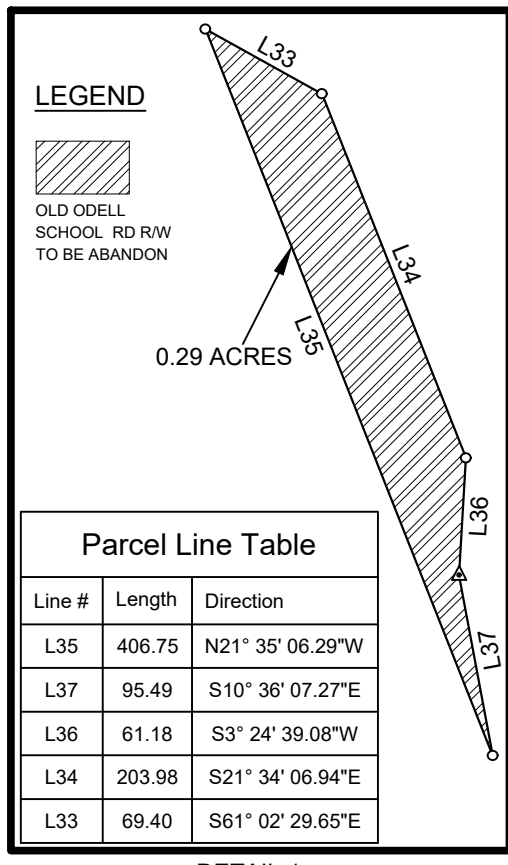


Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	92.16	538.13	9.81	S16° 37' 28"E	92.04
C2	144.25	470.00	17.58	N12° 46' 36"W	143.68

Parcel Line Table

Line #	Length	Direction
L1	37.90	S48° 10' 00"W
L2	52.93	N47° 27' 24"E
L3	200.00	S67° 09' 00"E
L4	200.00	S71° 49' 00"E
L5	8.00	S68° 23' 21"W
L6	71.55	N21° 36' 38"W
L7	163.24	S21° 36' 38"E
L8	8.00	S68° 25' 52"W
L9	312.50	N21° 34' 07"W
L10	75.49	N4° 52' 13"E
L11	99.00	N19° 53' 00"W
L12	52.30	N65° 52' 09"W
L13	20.05	N21° 34' 06.84"W
L14	166.54	S65° 52' 09"E
L15	349.90	S65° 20' 11"E
L16	8.00	S24° 39' 48"W
L17	125.00	N65° 20' 11"W
L18	105.17	N68° 36' 25"W
L19	55.69	S64° 50' 27"W
L20	139.02	S10° 44' 04"W
L21	71.55	S21° 34' 07"E
L22	11.45	S21° 37' 15"E
L23	147.56	N65° 55' 17"W
L24	8.00	N24° 04' 42"E
L25	139.36	S65° 55' 17"E



Review Officer Certificate
 State of North Carolina
 County of Cabarrus
 I, _____ Review Officer of Cabarrus County certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.
 Review Officer _____ Date _____

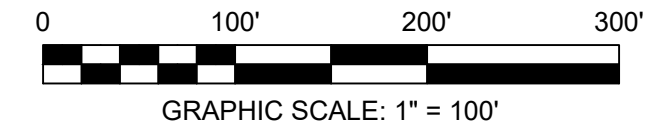
SUBJECT PARCEL OF LAND +/-13.90 ACRES
+/-1.93 ACRES IN R/W

PROPERTY OWNER, ADDRESS, AND SOURCE OF TITLE
 MORRISON BOYCE M JR
 MORRISON DAVID STEWART TRUSTEE
 33752 DARLINGTON ST LEWES, DE 19958
 DEED BOOK 14102 PAGE 12
 DEED BOOK 15857 PAGE 301
 NCDOT REFERENCE
 RIGHT OF WAY DIVISION 10
 DESIGN/CONSTRUCTION UNIT
 PLANS DATED 06-15-2022
 R/W MONUMENT PLAN SIGNED 09-30-2020 BY PLS BARRY D. DAVIS

"I, Jacob W. Helton, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 14102, page 12.); that the boundaries not surveyed are clearly indicated as drawn from information found in deed references noted; that the ratio of precision or positional accuracy as calculated is 1:10000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 5 day of DECEMBER, 2023.



Seal _____
 Professional Land Surveyor L-5105
preliminary - not RECORDATION



BOUNDARY SURVEY
 OF PIN 4673668670000
 CABARRUS COUNTY, NC
 TOWNSHIP 3

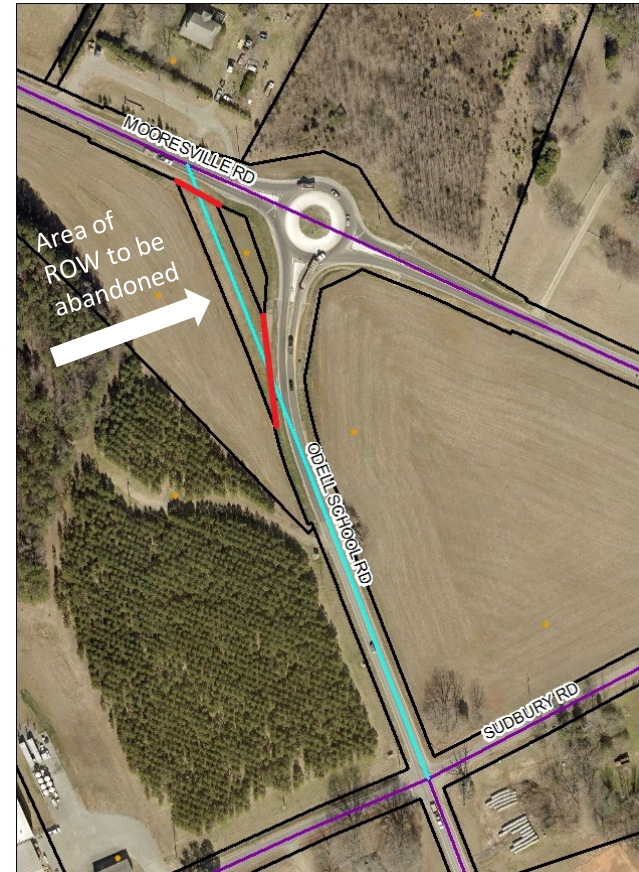
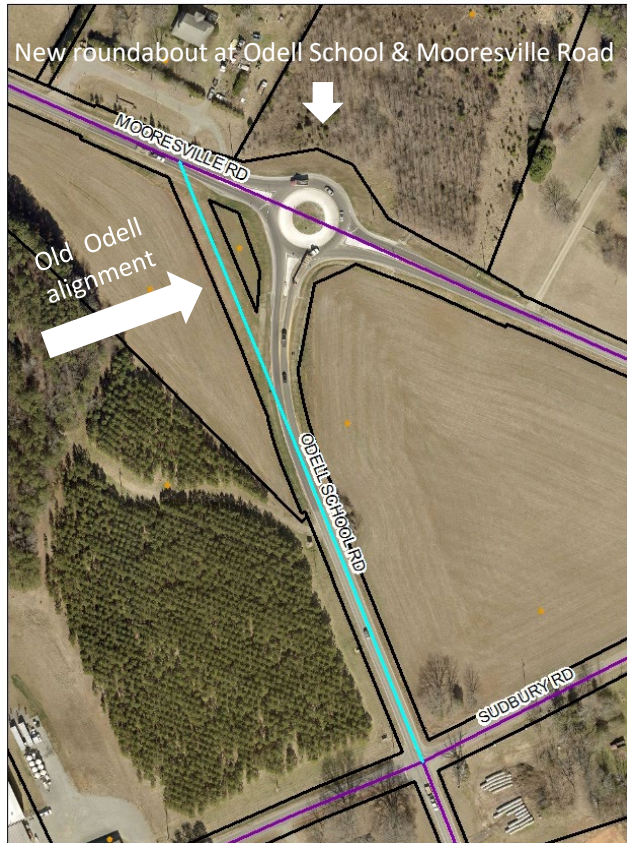
CLIENT: KEITH WAYNE
 704.956.2211

HELTON
 SURVEYING & MAPPING PLLC
 (704) 634-9354
 FIRM #P-2095
 JACOB W. HELTON, PLS, CFS
 JACOBH@HELTON.BIZ
 3579 ANDERSON MOUNTAIN RD.
 MAIDEN, NC 28650

Pictometry
Image of
Roundabout
Area
12/31/2023



Odell School Road Roundabout Project





**RESOLUTION EXPRESSING SUPPORT
OF
THE CABARRUS COUNTY BOARD OF COMMISSIONERS
FOR
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
TO REVIEW ABANDONMENT AND CLOSURE
OF
A PORTION OF STATE ROAD STATE ROAD NUMBER 1601
ALSO KNOWN AS ODELL SCHOOL RD**

WHEREAS, North Carolina State Road 1601 in Cabarrus County is known as Odell School Road, being a paved road approximately .18 mile in length from the intersection of Sudbury Road to Mooresville Road, a portion of Odell School Road (approximately 291 feet), bound on both sides by property owned by Boyce M. Morrison & David Stewart Morrison Trustee, needs to be abandoned by the North Carolina Department of Transportation (NCDOT); and

WHEREAS, the Board of County Commissioners of the County of Cabarrus is requesting that the above described road, the location of which has been indicated on the attached map, be abandoned from the Secondary Road System; and

WHEREAS, the Board of Commissioners is of the opinion that the above described road should be abandoned from the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation and Highway Safety for the abandonment of roads from the System.

NOW THEREFORE, BE IT RESOLVED BY THE Board of County Commissioners of the County of Cabarrus that the Division of Highways is hereby requested to review the above described road abandonment and closure and to cease maintenance of same road if it meets established standards and criteria.

Adopted this 18th day of March 2024.

Stephen M. Morris, Chairman Cabarrus
County Board of Commissioners

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Acceptance of Grant from State 911 Board for back-up radios

BRIEF SUMMARY:

The North Carolina State 911 board offered a grant opportunity to purchase a backup radio for each authorized workstation in the 911 center. These radios will all provide continuity of communications should there be an outage of the primary network and allow use of both the USAI system and VIPER system. Cabarrus County has 9 positions and requested 9 APX 8500 radios as back up at each workstation. Cabarrus County Sheriff's Office must make the initial purchase and be reimbursed by the state. The agreement has to be returned to the state by 4/1/2024. The quote and budget amendment are attached.

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Chief Deputy Tessa Burchett

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Grant Agreement
- ▢ Grant Execution Checklist
- ▢ Quote for Portable Radio back up units
- ▢ Budget Amendment

Contract No.

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the ____ day of the month of _____, 2024 by and between **Cabarrus County**, the **Grantee** and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the 911 Board (together “the Parties”) hereby agree to the following terms.

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

Cabarrus County

By: _____

Title: _____

Date: _____

ATTEST: _____

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

By: _____

Director of Fiscal Operations

N.C. 911 Board

By: _____

Title: _____

Date: _____

WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407, 09 NCAC 06C .0400, and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to purchase portable radios for the Primary PSAP, and

WHEREAS the 911 Board allocated funds for the purposes identified in the Grant Application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:
 - a. Project: 2023 Portable Radio PSAP Grant.
 - b. Deobligation: the 911 Board's cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.
 - c. Executive Director: Executive Director of the 911 Board.
 - d. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
 - e. Grantee: The unit of local government operating a Primary PSAP, as identified in the Grant Application, notwithstanding G.S. §143C-6-23(a)(3).
 - f. Grant Application: The Application submitted by the Grantee to request Grant Funds for the Project. The Application stated the model type and number of radios requested and the total amount of Grant Funds requested. The Grantee's Application is attached hereto as Exhibit C and incorporated herein.
 - g. Grant Funds: The amount stated in the Grant Application and authorized for award by the 911 Board.
 - h. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined G.S. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.
 - i. Interlocal agreement: Reserved.
 - j. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this Agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

k. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

l. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Scope of Project: To purchase portable radios for the Grantee's Primary PSAP. The Grant Funds shall only be used to pay for the portions of the project that are Ineligible Costs.

a. Grantee shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for paying for portions of the project that are Ineligible Costs. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee agrees it shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports in the timeframe and using the templates contained in Exhibits A and B of this Agreement.

c. Goals and objectives and terms for meeting the same include:

1. For the Grantee's Primary PSAP, purchase the number and type of portable radios identified in its Grant Application. The Grantee and its Primary PSAP agrees it will only use the Grant Funds to purchase the portable radios selected by the Grantee's Primary PSAP on the Grant Application. The Grantee and Grantee's Primary PSAP understand and agree that they cannot use the Grant Funds for any other purpose or purchase, including selecting a different type of portable radio that was available but not selected by the Grantee in the attached Grant Application.

2. For each Board-approved seat denoted on the grant application, the Grantee's Primary PSAP will use grant funds to contract with a vendor to purchase the following:

- a. 1 portable radio (including two batteries);
- b. 2 chargers; one for the primary PSAP and backup PSAP;
- c. Programming per radio cost, ARS Encryption, and Code Plug;

- d. Training for PSAP staff on use of the new portable radios; and
 - e. Maintenance for each portable radio for the first 12 months, which will be included in the contract for sale.
3. All portable radios purchased by Grantee under this Agreement shall contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the Grantee deems appropriate to its jurisdiction.
 4. Once activated on the VIPER system, the Grantee's Primary PSAP will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall become an addendum to this executed Grant Agreement. The submission will be required prior to any reimbursement by the Board.
 5. The Grantee's Primary PSAP will keep each portable radio purchased using Grant Funds on the dispatch floor at a console exclusively for use by telecommunicators. The portable radios will not be kept elsewhere within the Primary PSAP, including supervisor offices. The radios will remain solely at the Primary PSAP and may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.
 6. The radios will be maintained exclusively for the Grantee's Primary PSAP use. Neither the Grantee nor the Grantee's Primary PSAP will share, gift, loan, or otherwise allow the use of any of the portable radios purchased under this Grant Agreement using Grant Funds by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.
 7. The Grantee agrees that it will maintain the radios exclusively for Grantee's Primary PSAP use for at least thirty-six (36) months. The Grantee and Grantee's Primary PSAP agree they will not resell, transfer, gift, or in any other manner convey the portable radios to any other entity. If the Grantee does not retain the radios on the Primary PSAP premises in accord with the terms of this Grant Agreement for at least 36 months, Grantee agrees it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.
 8. Increase operability with surrounding emergency response resources and increase redundancy and security.
 9. Adhere to rules for PSAP facilities and equipment within 09 NCAC 06C .0200, and for the use of Grant Funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.

10. Coordinate technology purchases to facilitate the use of the State NG911 system, including GIS call routing.
 11. Conduct thorough system(s) testing before acceptance.
- d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.
 - e. Reserved.
 - f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.
 - g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.
 - h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.
3. Changes in the Project.
- a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.
 - b. Any work referred to in Subsection 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.
 - c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.
 - d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.
 - e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.
4. Consolidation. Reserved.
5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 30 June 2025 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Section 14; or amended by

written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time. **However, both parties agree that if the Grantee fails to place its order for the portable radios with its vendor by February 5, 2025, no extension of this Agreement will occur.**

6. Project Schedule. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

a. The Project is planned to be completed in three (3) phases, with the entire project completed in approximately fifteen (15) months: 1) procurement and planning; 2) delivery, programming, and testing; and 3) training, final testing, and acceptance. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Subsection 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.

b. Project timelines and milestones identified in the Grant Application are incorporated herein by reference.

c. The PSAP will continue to operate during the Project; therefore, there will be no disruption to 911 call taking and emergency dispatching services.

d. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

7. Delivery of Grant Funds. The total Grant Funds equal the amount stated in the Grant Application contained in Exhibit C of this Agreement. Grant Funds shall be held by the 911 Board and delivered as follows:

a. Funds shall be released to Grantee to reimburse the Grantee for its purchase after receiving copies of Grantee's contracts, purchase orders, and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. The Grantee shall ensure that all payments are reconciled to an applicable vendor quote to show the eligible and ineligible amounts awarded and the specific funding stream, and in sufficient detail to show the expenses in the invoice are defined to show they were part of the grant award and that the task in the milestone was completed. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or delivery of reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Grant Funds may not be used for any type of bond, monies due upon contract execution, or any type of speculative downpayment for the project. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the Rules and policies of the 911 Board. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and accepted by the Executive Director.

c. As stated in Subsection 2(c)(4) of this Grant Agreement, once activated on the VIPER system, the Grantee will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall be sent as a pdf file to the PSAP's assigned Regional Coordinator and shall become an addendum to this executed Grant Agreement. The Grantee agrees that it must submit the activation request form and until it does so, it shall not be reimbursed by the Board.

d. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that Vendor following performance of services or delivery of purchases. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).

e. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

f. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*

g. In the event Grantee breaches any of the covenants or agreements contained in this Section, or any of the representations and warranties of Sections 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this Agreement to return Grant Funds and to refund sums apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of Grant Funds to the Board.

h. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

- i. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.
 - j. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant Funds it has received to the Board.
 - k. Any costs associated with completing the project that are not eligible for reimbursement through Grant Funds, as set forth in the Grant Application, must be paid through Grantee's general funds. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant Application.
8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.
9. Independent Status of Grantee.
 - a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.
 - b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.
10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose, and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Grant Funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

- a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or
- b. If the Grantee does not complete the project by the end of the Term of the Agreement, set forth in Section 5 of this Agreement.

If Grant Funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant Funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant Funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.

c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.

d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.* and Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules and Regulations as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt, Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The Grantee agrees it will repay Grant Funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Section 28 below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

e. Grantee recognizes that Grant Funds are State Funds, and the expenditure of State Funds deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for

this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant Funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant Funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in G.S. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under Rule .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended Grant Funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant Funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant Funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified, or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement. Grantee agrees that the funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with G.S. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of G.S. § 14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

- c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.
- d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.
- e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,
- f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

- a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.
- b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's Grant Application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay. The parties agree that Grantee failing to place an order for the portable radios by February 5, 2025, does not constitute excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to

submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

- a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,
- b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,
- c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved,
- d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Section 28 below following the agreement to mediate,
- e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and
- f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

- a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.
- b. If the 911 Board finds that Grantee has used Grant Funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with any of the requirements of this Agreement, including reporting requirements.
- c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.
- e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents

and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, Grant Application, and lastly by other subordinate documents in reverse order to their adoption.

f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. Personnel. Grantee represents that it has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant Funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of G.S. Chapter 64, Article 2.

25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

- a. That the Proprietary Information is protected as permitted by applicable law,
- b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
- c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type “**CONFIDENTIAL.**” By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party’s assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party’s confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: by email, which the parties agree is the preferred method for delivery, or when deposited in the United States mails, first class, postage prepaid and properly addressed, as follows:

If to the 911 Board: Attn: L. V. Pokey Harris, Executive Director
 N.C. 911 Board
 P.O. Box 17209
 Raleigh, NC 27609

Ph: 919-754-6621
E-Mail: pokey.harris@nc.gov

If to Grantee: The PSAP Contact listed on the Grant Application, which is attached as Exhibit C. If the Contact changes, the Grantee must

notify the Board of the updated information by contacting the PSAP's assigned Regional Coordinator

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. **This Agreement will expire and Grant Funds will be deobligated if the Agreement is not signed and returned to the 911 Board for countersignature no later than the date specified in the grant electronic mail correspondence in which it was sent to Grantee.**

Exhibit A
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed or incorporated herein.
4. Interim Reports
 - a. The Grantee shall submit one copy of the interim report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator on or before 1 February 2025, using the attached template in Exhibit B.
5. Final Project Report
 - a. The Grantee shall submit one copy of the final project report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period using the attached template in Exhibit B.
 - b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the Grant Application were met. The final report shall be submitted within 45 days after the end of the project period, and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.
 - c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).

Exhibit B
Interim and Final Grant Report Templates

- Use the Template language for both reports.
- Both reports must be submitted on the local government’s letterhead with the date of submission.
- Both reports must be signed by each of the following: 1) the PSAP manager; 2) the locality’s Finance Manager; and 3) the County or City Manager.

1. **The Interim Report** shall be submitted no later than February 1, 2025.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The portable radios contain the VIPER Statewide required template, as defined in the State Interoperability Executive Committee’s SOG.

Once activated on the VIPER system, we will submit a completed copy of the subscriber unit activation request form as a pdf to the PSAP’s assigned Regional Coordinator. *If the PSAP has already submitted the information, use this alternative language:* The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

Only applicable if the PSAP has not yet placed its radio order: The PSAP understands that failing to place its order for radios by February 5, 2025 means that it is not entitled to an extension pursuant to Section 5 of this Grant Agreement. Therefore, the PSAP understands that if it has not met the full extent of its obligations under this Grant Agreement, it will not be reimbursed by the Board and will have to pay for any purchases made in an attempt to fulfil its obligations under Grant Agreement with general funds.

2. **The Final Report** shall be submitted within 45 days of completing the project.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The radios and chargers were delivered {date}. Upon delivery, the programming, ARS Encryption, and code plug were installed.

Staff was trained by the vendor on {date(s)}.

The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

The project is now complete. Final invoices were submitted on {date} or with this final report.

Exhibit C
Grant Application

Grantee's Grant Application is attached hereto and is incorporated by reference.



2023 Portable Radio PSAP Grant Application

PSAP Name: Cabarrus County Sheriff's Office

PSAP Contact Name: Travis McGhee

PSAP Contact Email: tpmcghee@cabarruscounty.us

PSAP Contact Phone Number: 704-920-3103

PSAP Address: 30 Corban Ave SE Concord NC 28025

Date: 8/2/2023

Number of Board-approved seats: 9

*Please double click in the cell to open the table. Once complete, close out the table to transfer data. ***The number of radios requested cannot exceed the number of Board-approved seats in the Primary PSAP.*

Types of Radio Requested	Number of Radios	Per Radio Cost	Total funds requested
Motorola APX6000 700/800mhz	0	\$5,846.15	\$0.00
Motorola APX8000 700/800mhz/VHF/UHF Multiband	9	\$8,330.89	\$74,978.01
Tait TP9400 700/800mhz/VHF/UHF Multiband	0	\$3,154.50	\$0.00
Tait TP9600 700/800mhz/VHF/UHF Multiband	0	\$3,627.75	\$0.00
EF Johnson-Kenwood VP5000 700/800mhz	0	\$2,756.66	\$0.00
EF Johnson-Kenwood VP6000 700/800mhz	0	\$3,603.71	\$0.00
EF Johnson-Kenwood VP8000 700/800mhz/ VHF/UHF Multiband	0	\$5,498.91	\$0.00

By submitting this application, the above-named PSAP acknowledges and agrees to the following:

This grant opportunity is available only to Primary PSAPs.

The PSAP will make direct purchase of the desired radios from the PSAP's vendor of choice. The PSAP's locality will be reimbursed for the purchase.

The Primary PSAP will be required to enter into a grant agreement with the Board upon approval of the application. The grant agreement will give the PSAP approximately 14 months to purchase the radios and complete programming and staff training.

This grant opportunity will provide the following per approved seat:

- 1 portable radio (including two batteries)
- 2 chargers; one for the primary PSAP and backup PSAP
- Programming per radio cost, ARS Encryption, and Code Plug
- Training for PSAP staff on use of the new portable radios
- Maintenance for the first 12 months

The number of awarded radios will not exceed the number of Board-approved seats.

Each portable radio must be kept on the dispatch floor at a console in order to be available for use by telecommunicators. The portable radios will not be kept elsewhere within the PSAP, including supervisor offices.

The radios may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.

The radios will be maintained exclusively for the Primary's PSAP use. The PSAP will not share, gift, loan, or otherwise allow the use of any of the grant-awarded portable radios by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.

The PSAP understands that the radios may be checked during PSAP assessments or Board staff visits to ensure that all Board-awarded portable radios are on premises.

All portable radios purchased through this program must contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the PSAP deems appropriate to its jurisdiction.

Once activated on the VIPER system, each PSAP must submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form will become an addendum to the executed Grant Agreement. The submission of the pdf will be required prior to any reimbursement by the Board.

The PSAP must pay for anything related to the radios that exceed the amount approved by the Board.

After the first year, the PSAP will pay for all maintenance for the radios out of its general fund. The PSAP understands that the maintenance will not be ETSF eligible.

The PSAP agrees that it will keep the radios for at least 36 months. It will not resell them or give them away to any other entity. If the PSAP does not retain the radios on the PSAP premises for at least 36 months, it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.

The applicant PSAP must email this completed application form by 5 p.m. on Friday, September 29, 2023, to 911comments@its.nc.gov

Board Internal Use Only:

- Regional Coordinator reviewed for accuracy.
- Financial Review Specialist reviewed for accuracy.
- Executive Director reviewed for accuracy and forward to legal counsel for preparation of Grant Agreement.

Grant Execution Checklist

Upon Receipt of the Email with the Agreement Attached:

- Note the deadline for returning the signed Agreement that is set forth in that email.
- Read the entire draft Agreement.
- Circulate the draft Agreement to whomever is appropriate in the jurisdiction for review.
- If the Agreement must be approved by the City/Town Council or County Board of Commissioners, schedule that review in a timeline that allows the PSAP to meet the deadline for returning the signed Agreement.

To Execute the Agreement:

Do **NOT** use DocuSign.

Do **NOT** insert the date on the first page of the Agreement – that will be inserted by Board staff when returned for countersignature.

- Have the County/City/Town Manager sign the document and complete the attestation.
- Have the Finance Officer (or the Deputy Finance Officer who has been approved by the locality) conduct the preaudit required by G.S. 159-28.
- Once the signatures and attestation have been completed, return the signed Agreement as a PDF by responding “Reply All” to the **original email** that Board staff used to send the Agreement to the PSAP.



CABARRUS COUNTY SHERIFFS DEPT

APX 8000 911 Board

02/15/2024

02/15/2024

CABARRUS COUNTY SHERIFFS DEPT
PO BOX 525
CONCORD, NC 28026

RE: Motorola Quote for APX 8000 911 Board
Dear Travis McGhee,

Motorola Solutions is pleased to present CABARRUS COUNTY SHERIFFS DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide CABARRUS COUNTY SHERIFFS DEPT with the best products and services available in the communications industry. Please direct any questions to Zach Fallon at zachfallon@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Zach Fallon

Motorola Solutions Manufacturer's Representative

Billing Address:
 CABARRUS COUNTY SHERIFFS
 DEPT
 PO BOX 525
 CONCORD, NC 28026
 US

Quote Date:02/15/2024
 Expiration Date:04/15/2024
 Quote Created By:
 Zach Fallon
 zachfallon@callmc.com

End Customer:
 CABARRUS COUNTY SHERIFFS DEPT
 Travis McGhee
 TPMcGhee@cabarruscounty.us
 704-920-3103

Contract: 19144 - 725G NORTH
 CAROLINA, STATE OF (NON-ARIBA
 BASED POS)

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	9	\$7,392.32	\$5,322.47	\$47,902.23
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	9	\$567.00	\$408.24	\$3,674.16
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING	9	\$330.00	\$237.60	\$2,138.40
1c	QA00580AA	ADD: TDMA OPERATION	9	\$495.00	\$356.40	\$3,207.60
1d	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	9	\$0.00	\$0.00	\$0.00
1e	H38BS	ADD: SMARTZONE OPERATION	9	\$1,650.00	\$1,188.00	\$10,692.00
1f	QA09113AB	ADD: BASELINE RELEASE SW	9	\$0.00	\$0.00	\$0.00
1g	Q629AH	ENH: AES ENCRYPTION AND ADP	9	\$523.00	\$376.56	\$3,389.04
1h	H869BW	ENH: MULTIKEY	9	\$363.00	\$261.36	\$2,352.24
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	9	\$188.27	\$135.55	\$1,219.95



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	NNTN8864B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, EU PLUG	18	\$186.50	\$134.28	\$2,417.04

Grand Total **\$76,992.66(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

DRAFT





Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

This budget amendment is to budget revenues and expenditures for a portable radio grant awarded by NCDIT 911 board. The funds will be used to purchase portable radios for primary (Public Safety Answering Points)PSAP. The County is responsible for paying the difference in cost of the radios and grant funds as well as yearly maintenance on the radios.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2740-665201	RADIO REIMBURSEMENT	-	74,978.00	-	74,978.00
001	9	2740-9445	PURCHASED SERVICES	158,500.00	-	2,202.00	156,298.00
001	9	2740-9860-RADIO	EQUIPMENT AND FURNITURE - RADIOS	-	77,000.00	-	77,000.00

Signature

Budget Officer

Signature

County Manager

Signature

Board of Commissioners

Date

Approved
 Denied

Date

Approved
 Denied

Date

Approved
 Denied

Signature _____

Signature _____

Signature _____

Date _____

Date _____

Date _____

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
4:00 PM**

AGENDA CATEGORY:

Approval of Regular Meeting Agenda

SUBJECT:

BOC - Approval of Regular Meeting Agenda

BRIEF SUMMARY:

The proposed agenda for the March 18, 2024 regular meeting is attached.

REQUESTED ACTION:

Motion to approve the agenda for the March 18, 2024 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:

- Proposed March 18, 2024 Regular Meeting Agenda

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2024
6:30 PM**

MISSION STATEMENT

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

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

INVOCATION

A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Proclamation - National County Government Month April 2024
2. Proclamation - National Donate Life Month April 2024
3. Proclamation - Week of the Young Child

D. INFORMAL PUBLIC COMMENTS

E. OLD BUSINESS

1. County Manager - Restructure Department of Social Services Legal Services

F. CONSENT AGENDA

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

1. (Appointments) and Removals – Mental Health Advisory Board

2. Active Living and Parks - Senior Center General Purpose approved by Centralina AAA
3. BOC - Economic Development Grant Program Policy
4. Cabarrus County Schools - Transfer Funds
5. County Manager- Proposal to Purchase Part of Hickory Ridge High School Property
6. County Manager - Purchase of a Temporary Easement for Forestry at Stonewall Jackson Property
7. Department of Human Services - Emergency Placement Fund - Child Welfare
8. Facilities Design & Construction - Presentation of Equipment Procurement GMP for Behavioral Health Building
9. Finance - Audit Contract for Fiscal Year Ending June 30, 2024
10. Finance - Capital Project Grant Interest Budget
11. Human Resources - Continuation / Modification Request for Sign-On and Referral Bonus Programs
12. Human Resources - Public Safety Market Study
13. Planning Department - Odell School Road Abandonment and Closure Request
14. Sheriff's Office - Acceptance of Grant from State 911 Board for back-up radios
15. Tax Administration - Refund and Release Reports – February 2024

G. NEW BUSINESS

H. GENERAL COMMENTS BY BOARD MEMBERS

I. WATER AND SEWER DISTRICT OF CABARRUS COUNTY

J. CLOSED SESSION

K. ADJOURN

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 4, 2024
4:00 PM**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation and Acquisition of Real Property

BRIEF SUMMARY:

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

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

1 Hour or More

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
