

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 1, 2024  
4:00 PM**

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**1. CALL TO ORDER - CHAIRMAN**

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

**3. DISCUSSION ITEMS - NO ACTION**

3.1. Cooperative Extension - Youth Commission - Invitation to the North Carolina Association of County Commissioners (NCACC) Pg. 3

3.2. Finance - FY 2025 CIP Financing Pg. 4

**4. DISCUSSION ITEMS FOR ACTION**

4.1. Department of Social Services - Energy Programs Outreach Plan Pg. 7

4.2. Emergency Medical Services - Cannon Grant Funds Pg. 13

4.3. Emergency Medical Services - RACE CARS Grant Funds Pg. 29

4.4. Facilities Design & Construction - Presentation of Guaranteed Maximum Price (GMP) for Behavioral Health Building Pg. 38

4.5. Facilities Design & Construction - Recommended Approval of Preferred Alternates and Sole Source Purchases for the Cabarrus County Behavioral Healthcare Facility Pg. 40

4.6. Finance - FY 2025 CIP Budget Pg. 42

4.7. Planning Department - North Carolina Department of Transportation (NCDOT) Request for Updated Resolution Pg. 57

4.8. Tax Administration - Tax Collector's Annual Settlement and Order Authorizing Collection of FY 2024-2025 Taxes Pg. 60

4.9. County Manager - Energy Temporary Construction Easement Request Pg. 63

4.10. County Manager - Opioid Settlement Strategic Funding Plan Resolution Pg. 74

4.11. BOC - Appointments to Boards and Committees Pg. 82

4.12. BOC - NCACC County Legislative Goals Pg. 84

4.13. BOC - Voting Delegate Designation for NCACC 117th Annual Conference Pg. 101

**5. APPROVAL OF REGULAR MEETING AGENDA**

5.1. BOC - Approval of Regular Meeting Agenda Pg. 103

**6. CLOSED SESSION**

**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

**July 1, 2024  
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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Cooperative Extension - Youth Commission - Invitation to the North Carolina Association of County Commissioners (NCACC)

**BRIEF SUMMARY:**

Youth Commissioner Kava Saxena will share a warm invitation to the Commissioners to attend the 2024 NCACC. She will be representing Cabarrus County this year at the Youth Voice Conference

**REQUESTED ACTION:**

No action required.

A photo of the Board of Commissioners with Youth representative will be taken at this meeting.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Molly Kleman, Cooperative Extension Agent

**BUDGET AMENDMENT REQUIRED:**

No

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

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# CABARRUS COUNTY



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**July 1, 2024  
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### **AGENDA CATEGORY:**

Discussion Items - No Action

### **SUBJECT:**

Finance - FY 2025 CIP Financing

### **BRIEF SUMMARY:**

Cabarrus County will be looking to finance their Fiscal Year 2025 capital improvement projects via a draft financing program. This will be the third time utilizing this program.

As part of that process, we are required to hold a public hearing prior to the Board's approval of the financing resolution. We'll hold that public hearing on July 16th at our regular Board meeting.

The draw program will request funding of \$270,000,000 of the total project's budget of \$350,085,000. The draw program will be up to 36 months before refinancing is required.

The 'haircut' from the full budget amount to the requested financing is due to staff's belief of timing of when projects will start and be finished and requesting a lower draw amount will save the County in overall financing fees.

The CIP list is attached for review.

### **REQUESTED ACTION:**

No Action Required

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

1 Minute

**SUBMITTED BY:**

Jim Howden

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- ▣ FY 2025 CIP List

## FY25 Capital Improvement Plan (CIP) - Debt Funded Projects

### PROJECT LEGEND:

**General Government**  
Cabarrus County Schools  
Kannapolis City Schools  
Rowan Cabarrus Community College

Project Name	FY24
Public Safety Training Facility	70,000,000
<span style="color: blue;">New Elementary School (Harrisburg or northwest Cabarrus)</span>	50,600,000
<span style="color: blue;">New Elementary School (Replace Beverly Hills/Coltrane Webb ES)</span>	50,600,000
<span style="color: orange;">Workforce Innovations Center</span>	47,000,000
Behavioral Health Facility	20,000,000
Social Services Facility	20,000,000
Public Library and Active Living Center at Afton Ridge	15,000,000
<span style="color: green;">Fred L. Wilson Elementary School Addition</span>	14,000,000
<span style="color: blue;">Mary Frances Wall Renovation (current R. Brown McAllister ES)</span>	11,000,000
<span style="color: blue;">Opportunity School</span>	9,500,000
<span style="color: blue;">Concord High School HVAC Replacement</span>	9,000,000
<span style="color: green;">Forest Park Elementary School HVAC Replacement</span>	7,000,000
<span style="color: orange;">S203 Renovations</span>	7,000,000
<span style="color: blue;">Weddington Hills Elementary School HVAC Replacement</span>	7,000,000
<span style="color: orange;">HVAC Replacement at South Campus</span>	5,335,000
<span style="color: blue;">Hickory Ridge High School Roof Replacement</span>	2,550,000
<span style="color: blue;">Cox Mill Elementary School Roof Replacement</span>	2,500,000
<span style="color: blue;">Wolf Meadow Elementary School Roof Replacement</span>	2,000,000
<b>TOTAL</b>	<b>350,085,000</b>
<b>CAPACITY</b>	<b>350,085,000</b>

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Department of Social Services - Energy Programs Outreach Plan

**BRIEF SUMMARY:**

The plan is designed to assure that eligible households are made aware of the assistance available through the Energy Programs.

**REQUESTED ACTION:**

Recommended Motion for Regular Meeting:

Motion to approve the outreach plan.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Lora Lipe, Economic Financial Support Services Program Administrator

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

▣ Energy Programs Outreach Plan



## ENERGY PROGRAMS OUTREACH PLAN

The Low-Income Home Energy Assistance Program (LIHEAP) is a federally funded block grant program that is comprised of three different programs - Crisis Intervention Program (CIP), Low Income Energy Assistance Program (LIEAP) and Weatherization. There are also non-Federal Crisis Intervention Programs - Energy Neighbor, Share the Warmth, Wake Electric Round Up, and Helping Each Member Cope.

To maximize the success of this program, outreach to county residents through key community partner stakeholders, each county department of social services is required to develop and implement an Energy Program Outreach Plan (EPOP). This plan is a framework to assure that eligible households are made aware of the assistance available through these programs.

The county director and/or his/her designee is required to develop the EPOP, which addresses outreach and application activities related to the Energy Programs. The Outreach Plan is due to be delivered to North Carolina Department of Health and Human Services (NCDHHS) by July 31, 2024.

Each county must form an outreach planning committee that creates the opportunity for county level collaboration to discuss and plan how to effectively reach county residents to inform them of the services provided by the energy programs. The committee should meet at least twice yearly; September for outreach planning related to LIEAP and April to review the outcomes related to LIEAP and to plan for outreach activities for summer weather. **Energy Assistance Outreach Plan**

*Answer all questions below. Address CIP, non-Federal CIP, and LIEAP where appropriate:*

### COMMITTEE MEMBERSHIP

The Director of Social Services should engage a number of various community partners such as Vendors, Housing Authority, Public Libraries, Public School System/Local Colleges/Head Start, Legal Services, Meals on Wheels, Media, Public Health/Health Centers, Churches, Food Banks, Councils on Aging/Senior Centers, Community based Indian organizations, Volunteer Programs, Vocational Rehabilitation Offices, and Transportation, services, etc.

1. Provide a list of committee members and their agencies.

City of Concord - Tammy Linn; Dominion Energy - Gina Lipscomb; NC Works - Denisha Nesbitt; Energy Distributors - Gina McCoy; Duke Energy - Jamel Haynes; Meals on Wheels - Kim Strong; Senior Center - Teresa Kjer; Cabarrus County Health Alliance - Victoria Manning; Veterans Services - Tony Miller; Prosperity Limited - Loujse Mack; Salisbury-Rowan Community Action Agency, Inc. - Sherry Tillmon; Cooperative Christian Ministry (CCM) - Roxanna Brooks; Concord Housing Authority - Princess Gray; Vocational Rehabilitation - Stephen Chmielewski; Opportunity House and Aya House - Dennis Brown; Salvation Army - Lt. Devin & Lara Sassano; Hope Haven Inc. - Scott Littlejohn; Multiply Church - Gwen Stowers; The Open Door House - Kathy Lista; City of Kannapolis Housing Authority - Sherry Gordon; Senior Living Apartments: Camilla Hill Apartments, Logan Gardens Apartments, Crescent Heights Apartments, Honeycreek Senior Apartments, Prosperity Ridge Apartments, and Westbury Apartments.

2. Provide potential meeting dates, times, locations, as well as agenda topics.

October 10, 2024, and April 24, 2025, at Cabarrus County DSS or by Microsoft Teams. Agenda topics - Provide program fliers & brochures provided by the State; discuss eligibility criteria, outreach ideas and suggestions, and energy season wrap-up.

Define how DSS/DHS will work with the committee as well as any other agencies to collaborate regarding the Energy Program and how outreach will be provided to the citizens in your area.

DSS will provide informational fliers for distribution and posting and offer senior housing agencies the option of having LIEAP applications taken on site. Communication with energy providers and community partners and various outlets through Cabarrus County Communications Dept.

1. What is the process for referring customers? What marketing tools or items will be used (please provide a copy of your previous marketing materials & how you plan to enhance those in the future)?

Referrals are made directly to the Crisis unit. Marketing tools include distribution of fliers, posting on Channel 22, County website and Facebook page, article in Journey magazine. Vendors are given informational fliers for distribution/posting. Continue to work with Communication and IT Dept. to improve fliers & marketing strategy.

2. What strategy does the county have, to continue collaborative efforts with community partners to complete outreach activities to target potential eligible households including individuals and families?

Information given at community and partnership meetings, post in lobby and throughout agency, sharing information with staff and other divisions within Social Services. Encourage community partners to share information with anyone that can benefit from the Energy program.

3. What additional activities will be conducted to target households with members with children under 5, age 60 and over and disabled?

Information will be given for distribution and announcement to senior housing apartments, Cabarrus Senior Center & Lunch Plus Clubs, as well as Meals on Wheels. Will also share with WIC, Cabarrus Health Alliance, Daycare Providers, Dream Center, Veteran's Services, County Transportation provider and Social Security Administration Office.

Media involvement is vital to the success to outreach activities. How will your county utilize media such as newspapers, social media, radio and television stations to publicize the Energy Programs?

Cabarrus County communications department will assist the agency with preparation of outreach materials, messaging, and distribution of the information to be publicized.

1. Provide a list of media outlets that will be used as well as timeframes in which they will be contacted (provide examples of how the county can enhance these efforts):

WBJY, WSOC, Journey Senior Magazine, Independent Tribune, Charlotte Observer, News 14, Cabarrus County Website, Channel 22, Fox Charlotte, County Facebook Page, and social media outlets will be contacted by September 20, 2024.

### **ORGANIZATIONAL STRUCTURE:**

Counties are required to provide application processes for CIP, non-Federal CIP programs, and/or LIEAP. This information must be reported to the NCDHHS annually.

1. Provide hours of operation, location and whether the programs are in house or contracted out. If your agency contracts out to other agencies attach the contract(s).

Hours of operation are Monday thru Friday, 8:00am to 5:00pm at Cabarrus County Department of Social Services, 1303 S Cannon Blvd. Kannapolis, NC 28083 and also the Dream Center at 280 Concord Pkwy S. Concord, NC 28027. Programs are in house.

### **BEST PRACTICES:**

Best practices are a method or technique that has been generally accepted as superior to any alternatives because it produces results. Best practices are essential to the program.

1. If your county has gone above and beyond what is listed on this form, please provide this information below:

Clients with unusually high energy bills are referred to the Cabarrus County Planning and Development Services Department for the Weatherization Program in order to make their home more efficient and reduce costs. Clients not eligible for assistance are screened for other programs provided by Cabarrus County.

2. Any additional comments or activities for CIP, non-Federal CIP, and/or LIEAP:

No.

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**CONTACT INFORMATION:**

Your contact information is essential to the success of the Energy Programs. Please complete the following information.

**Name:** Christina Goodman

**Address:** 1303 S. Cannon Blvd. Kannapolis, NC 28083

**Telephone:** 704-920-1430

**Email:** clgoodman@cabarruscounty.us

Please indicate which program:

LIEAP

CIP

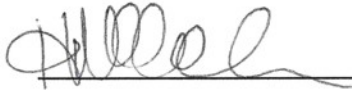
**This plan must be approved by the local Board of Social Services/Human Services Board or local agency governing body prior to submission. Refer to the latest Dear County Director Letter for instructions on how to submit this document to the North Carolina State office.**

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Board of Social Services/Human Services or governing body Signature

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Date



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Director's Signature

6.19.24

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Date

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 1, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Emergency Medical Services - Cannon Grant Funds

**BRIEF SUMMARY:**

Cabarrus County responded to 1,133 pediatric patients over the last year; 607 were transported. Taking care of these patients can be stressful and present unique challenges and stress to our providers in the area of pediatric patient care. We received the Cannon Grant for \$30,108.00. Upon approval we will utilize the money for HandTevy equipment, new Pediatric restrain systems, Pediatric Training equipment, and Pediatric thermometer probes.

**REQUESTED ACTION:**

Recommended Motion for Regular Meeting:

Motion to adopt the necessary budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Jimmy Lentz - Emergency Medical Services Chief

**BUDGET AMENDMENT REQUIRED:**

No

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

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## **ATTACHMENTS:**

- Training Mannequin
- Thermometer
- handtevy quote
- Child Restraint System
- Grant Justification
- The Cannon Foundation



**Quotation**

Quotation#:

01/30/2024

**Account Number: 106992-SHIP004**

**BILL-TO**

CABARRUS COUNTY EMS  
793 CABARRUS AVE W  
CONCORD, NC 28027

Ship Method: FEE < \$150

Payment Terms: NET 30

**SHIP-TO**

CABARRUS COUNTY EMS  
793 CABARRUS WEST  
CONCORD, NC 28025

Contact Name .

Phone Number .

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
650091	1/EA	MANIKIN ADVANCED LIFE SUPPORT (ALS) PEDIATRIC TRAINER WITH ARRHYTHMIA	1	\$1,945.00	\$1,945.00	06/30/2024

**Quote Total \$1,945.00**

**Comments:**

**Mark Tornstrom**

Boundtree | Account Manager Western NC

|

Phone: 980.225.2022 | Fax:

mark.tornstrom@boundtree.com |

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at [www.boundtree.com](http://www.boundtree.com), login and add to your shopping cart

or call (800) 533-0523

fax (800) 257-5713



**Quotation**

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Payment Terms: NET 30

**SHIP-TO**

CABARRUS COUNTY EMS  
793 CABARRUS WEST  
CONCORD, NC 28025

Contact Name .

Phone Number .

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
172892	1/EA	Probe and Well Kit, Rectal, 4 ft, for SureTemp Plus 690/692 Thermometer	24	\$ 112.00	\$2,688.00	06/30/2024

**Quote Total \$2,688.00**

**Comments:**

**Mark Tornstrom**

Boundtree | Account Manager Western NC

|

Phone: 980.225.2022 | Fax:

mark.tornstrom@boundtree.com |

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at [www.boundtree.com](http://www.boundtree.com), login and add to your shopping cart

or call (800) 533-0523

fax (800) 257-5713





# Quote

**Company Info:** Pediatric Emergency Standards, Inc.  
11860 W. State Road 84 Suite B1  
Davie, FL 33325

**Expiration Date:** 2/22/2024  
**Quote Number:** Q-11456

**Phone:** (954) 944-1114  
**FAX:** (954) 653-3792

**Account Name:** Cabarrus County EMS  
**Account #:** 101354

**Client Contact:** Kimberly Allred  
**Account Rep:** Patrick Bavaro

**Bill To:** 31 Willowbrook Drive  
Concord, North Carolina 28027

**Ship To:** 31 Willowbrook Drive  
Concord, NC 28027  
Concord, North Carolina 28027

Product Code	Description	Quantity	List Price	Unit Price	Total
HPB6100	Each Pediatric Bag includes: 7 Equipment Pouches Side Compartment Organizer	24.000	\$490.00	\$490.00	\$11,760.00
HPB006	Quick reference cards	50.000	\$5.00	\$5.00	\$250.00

**Subtotal** \$12,010.00  
**Total Price** \$12,010.00  
**Tax** \$0.00  
**Shipping and Handling** \$437.18  
**Total** \$12,447.18

To place an order, please email or fax a copy of the signed Quote and Purchase Order to: [Sales@Handtevy.com](mailto:Sales@Handtevy.com) or (954) 653-3792.

PES requires execution of a Purchase Order for all sales above \$5,000 before applicable freight and taxes. The undersigned, on behalf of Customer, represents that he or she has the authority to sign this Quote and/or Purchase Order, and is bound hereby and agrees to the terms, conditions and pricing denoted and attached. Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Customer may provide PES with a tax exemption certificate, if applicable.

It is our customers responsibility to provide the most up-to-date and accurate protocol set. Additional fees will apply in the event a protocol set was submitted in error once customization has been initiated.

_____ (Print Name)	_____ (Title)
_____ (Authorized Signature)	_____ (Effective Date)

**PEDIATRIC EMERGENCY STANDARDS, INC.**

**TERMS AND CONDITIONS**

**1. DEFINITIONS.**

- a. “Agreement.” The Quote, these Terms and Conditions, and the Purchase Order or the signed Quote and these Terms and Conditions shall constitute an agreement of the parties and be collectively referred to as the “Agreement.”
- b. “Customer” shall be identified as such on the Quote.
- c. “Customer Data” means data entered by Customer relating to its patients that is entered into or transmitted through the PES Apps.
- d. “Customer Protocols” means the medical practices, protocols, and guidelines adopted or used by Customer for patient care, including all drug concentrations, drug dosages, equipment sizes, and other practices adopted by Customer, formally or informally, from time to time.
- e. “Customized” or “Customization” means changes to the PES Apps created by PES at Customer’s request and for Customer’s benefit in order for Customer to operate the PES Apps in a manner consistent with Customer’s Protocols.
- f. “Customized Offerings” means the PES Offerings that have been approved by Customer after Customization.
- g. “Effective Date” means the date Customer delivers a signed Purchase Order to PES.
- h. “Initial Term” means the thirteen (13) month period commencing on the Effective Date.
- i. “PES” means Pediatric Emergency Standards, Inc.
- j. “PES Apps” means the software application(s) licensed by Customer pursuant to this Agreement as referenced on the Quote.
- k. “PES Materials” means any durable goods provided by PES to Customer as identified in the Quote.
- l. “PES Offerings.” The PES Apps, the PES Materials, and the PES Services are sometimes collectively referred to as the “PES Offerings.”
- m. “PES Services” means professional services provided by PES to Customer as identified in the Quote, which may include Customization, education and training courses, and other support services.
- n. “Purchase Order” means a document signed by Customer evidencing acceptance of the Quote.
- o. “Quote” means an offer by PES to provide certain PES Offerings at a price and on terms set forth therein and in these Terms and Conditions. These Terms and Conditions are incorporated into the Quote.
- p. “Renewal Term” means a twelve (12) month period commencing on an anniversary of the Subscription Start Date in the event that Customer elects to renew this Agreement pursuant to Section 7(a) below.
- q. “SaaS” means software-as-a-service.
- r. “Subscription Start Date” means the date that is (i) thirty (30) days after the Effective Date, or (ii) such earlier date as agreed to in writing by PES and Customer.
- s. The “Term” shall begin on the Effective Date and continue until this Agreement is terminated or not renewed by either party in accordance with Section 7 below.
- t. “User” means any individual that is an employee of or is or works for a contractor of Customer and that uses PES Offerings, whether authorized by Customer to do so or not.

**2. LICENSE.**

- a. License Grant. Subject to the terms of this Agreement, beginning on the Effective Date and during the Term, PES grants Customer a personal, non-exclusive license to access and use the PES Offerings. With respect to PES Apps, such license shall be in object code form only.
- b. Customization. Clinical guidelines and related clinical content contained in the PES Offerings must be approved by Customer pursuant to the Customization process prior to use in connection with patient care. Between the Effective Date and the Subscription Start Date is a thirty (30) day grace period during which Customer shall complete the Customization process. Both PES and Customer will make reasonable efforts to ensure that Customer is “live” on the PES Apps as quickly as possible, however, in no event will the Subscription Start Date be modified for implementation delays due to Customer. Customer shall have an ongoing obligation to monitor and update the Customized Offerings to ensure consistency with Customer’s Protocols, as Customer’s Protocols may evolve over time. Customer shall submit a written request to PES for prompt revision and

updating of the Customized Offerings when Customer or its medical staff, employees and/or contractors make modifications to Customer’s Protocols.

- c. Improvements. Customer agrees that any improvements or modifications to the PES Offerings shall belong to PES. Customer hereby grants, transfers and assigns (and agrees to grant, transfer and assign) to PES any and all of Customer’s right, title and interest in and to such improvements or modifications. PES shall not be restricted in any manner in its use of any intellectual property created by it hereunder for Customer. The foregoing grant, transfer and assignment (and agreement to grant, transfer and assign) also applies to any enhancement or improvement recommended orally or in writing by Customer to PES.
- d. Exclusions. The foregoing license does not include the right to, and Customer has no right to: (i) decompile, reverse engineer, disassemble, print, copy or display the PES Offerings in whole or in part or otherwise reduce the PES Apps to a human perceivable form in whole or in part; (ii) publish, release, rent, lease, sublicense, loan, sell, distribute or transfer all or any portion of the PES Offerings to another person or entity; (iii) use or reproduce the PES Offerings for the use or benefit of anyone other than in connection with Customer’s business enterprise; (iv) alter, modify or create derivative works of the PES Offerings in whole or in part; (v) use or permit the use of the PES Offerings for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party, or (vi) use the PES Offerings or any part or aspect thereof for any unlawful purpose or to mislead or harass anyone. Use of or access to the PES Offerings in violation of the terms hereof is strictly prohibited. The rights granted Customer hereunder do not constitute a sale of any PES Offerings. PES retains all right, title, and interest in and to the PES Offerings, including without limitation all software used to provide the PES Apps (and access via the SaaS), all graphics, user interfaces, logos and trademarks reproduced through the SaaS, and all goodwill associated with any of the foregoing, except to the limited extent of Customer’s license during the Term as set forth herein. Customer’s permission to access or use the PES Offerings may be limited or suspended immediately if, in PES’s discretion, this Section or any other provision of this Agreement has been violated by Customer or any of its Users. Customer agrees that a violation of this Section will cause PES irreparable and immediate harm, and that PES is entitled to injunctive relief to prevent such violation. Customer recognizes that the PES Offerings are protected by copyright and other laws.

**3. FEES.**

- a. Fees. Throughout the Term, Customer shall pay PES the fees and other amounts (collectively, “Fees”) for the PES Offerings as set forth in the Quote. Certain amounts set forth in the Quote, such as applicable taxes, duties, and shipping and handling fees for PES Materials, are estimates and may be subject to final pricing at the time of delivery. If applicable to Customer’s business, Customer may provide PES with a tax exemption certificate.
- b. Payment. In the case of PES Apps, Fees shall be due in full on the Subscription Start Date and each anniversary thereof. In the case of courses, payment must be made IN FULL at least twenty-four (24) hours prior to the course start time. In all other cases, Fees are due within thirty (30) days of invoice.
- c. Suspension of Services. PES may suspend Customer’s access to and use of the PES Offerings if Customer fails to timely remit payment or is otherwise in material default hereunder. Any notices of default/termination and suspension may be combined.
- d. Discounts. Items or services listed at no charge on a Quote are included as part of a package discount or a subscription offering. Customer is responsible for appropriately allocating the discount extended on package pricing when fulfilling any reporting obligations.
- e. Fee Increases for PES Apps. Fees for PES Apps may increase by up to five percent (5%) each year, in the sole discretion of PES. Customer will be notified of any Fee increase at least thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- f. Fee Increases for PES Materials or PES Services. PES may institute Fee increases for PES Materials and/or PES Services without notice to its

customers. Any such Fee increases would not be retroactively applied.

- g. **Taxes and Fees.** Fees payable to PES are exclusive of all foreign, federal, state, and local taxes, including, without limitation, applicable sales, use, duty, customs, withholding, property, value-added, or similar sales-like taxes, tax-like charges, fees and liabilities, and credit card processing fees (but not including taxes based on PES's income) ("Taxes and Fees"), all of which shall be the responsibility of Customer. To the extent permitted by applicable law, Customer is responsible for and will remit (or will reimburse PES upon PES's request) such Taxes and Fees as may be paid by PES on Customer's behalf.
- h. **Appropriation of Funds.** If Customer is a city, county or other government entity, the parties agree that Customer may terminate the PES Apps and PES Services at the end of the Customer's fiscal term for a failure by Customer's governing body to appropriate sufficient funds to enable Customer to acquire the PES Apps and/or PES Services for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid as of the end of such Customer's fiscal term. Moreover, Customer agrees to provide PES with reasonable documentation evidencing such non-appropriation of funds.
- i. **Third Party Payer.** If a third party pays some or all Fees on behalf of Customer ("Third Party Payer"), the Third Party Payer must submit a Purchase Order directly. Customer shall immediately pay (and shall remain jointly and severally liable) for payment if the Third party Payer does not timely pay the Fees.
- j. **Late Fees.** In the event that any Fees are not paid within thirty (30) days of when due, such overdue amounts may, in the sole discretion of PES and to the extent permitted by applicable law, accrue interest until paid in full at a rate equal to the lesser of (i) one and one-half (1.5%) percent per month, or (ii) the maximum legal rate. Customer's payment will not waive or extend any obligation of Customer to make ongoing payments, as and when due.
- k. **Audit Rights.** PES may reasonably audit Customer's use of the PES Offerings and charge Customer a higher Fee if Customer's usage includes facilities, Users, patient populations, or services beyond the scope determined in development of the Quote.
- l. **Supplemental Quotes and Purchase Orders.** PES and Customer may execute and exchange additional or supplemental Quotes and/or Purchase Orders that will be subject to these Terms and Conditions and become part of this Agreement.

#### 4. DELIVERY.

- a. **PES Apps.** PES shall provide Customer access to PES Apps through a reasonable system of electronic downloads. PES shall grant Customer access promptly following completion of the Customization process.
- b. **PES Materials.** Delivery dates for PES Materials are not guaranteed. In the absence of shipping instructions from Customer, PES will obtain shipping rates on the Customer's behalf and for Customer's account. Delivery shall be FOB PES, point of shipment, and title and risk of loss shall pass to the Customer once delivered to Customer's point of shipment. PES will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause including, but not limited to, acts of God, labor disputes, governmental authority or edict, war, civil unrest, terrorist acts, delays in manufacture, failure of Customer to obtain any required license or permit, or the inability of PES to obtain goods from its usual sources. Any such delay shall not be considered a breach of any obligation by PES, and the delivery dates shall be extended for the length of such delay.

#### 5. SERVICE LEVEL AGREEMENT.

- a. **Hosting.** PES shall be responsible for hosting and managing PES Apps.
- b. **Service Level Agreement.** For each calendar month during the Term, PES shall use commercially reasonable efforts to ensure that the PES Apps accessed by Customer via SaaS will maintain a level of uptime equal to or better than ninety-nine percent (99%) (the "Service Level Agreement" or "SLA"). "Uptime" will be calculated using the following formula:  $Uptime = (T - TNF) \times 100 / T$  where "T" is the total number of hours that the PES App(s) is typically used per month (determined by multiplying the number of hours per day that the PES App(s) is typically used by the number of days per week that the PES App(s) is typically used, and multiplying the result by 4-5 weeks in a month), and "TNF" is the number of hours the PES App(s) or any component of the PES App(s) licensed by Customer under the applicable Purchase Order is not functional or otherwise unavailable

during the month for any reason other than Scheduled Downtime (as defined below) or as a result of the Permitted Exclusions (as defined below) (the hours calculated will only include those hours that the such PES Apps would typically be in use). If any material portion of the total functionality of the PES App(s) is unavailable for operational use, the PES App(s) will be considered down from the time that Customer notifies PES that a PES App(s) is non-functional and the time that such PES App(s) is serviced and made available for use. A minimum of ninety-nine percent (99%) performance is based on the network hardware being operational.

A PES App will be not considered down if the reason for the unavailability is a result of: (i) Scheduled Downtime or (ii) a Permitted Exclusion.

If the SLA is not met in any calendar month (other than as a result of Scheduled Downtime or a Permitted Exclusion), PES shall provide Customer, as its sole and exclusive remedy, a credit equal to two percent (2%) of the prorated monthly Fee for the month that the PES App(s) was unavailable (the "Prorated Monthly Fee"), plus an additional one percent (1%) of the Prorated Monthly Fee for each one percent (1%) that applicable Uptime is less than 99%, up to an aggregate maximum credit of six percent (6%) of the Prorated Monthly Fee. PES shall calculate Uptime and any service level downtime using its system logs and other records.

- c. **Scheduled Downtime.** If PES determines that it must intentionally interrupt the PES Apps or that there is a potential for the PES Apps to be interrupted to conduct system maintenance (collectively, "Scheduled Downtime"), PES will use good-faith efforts to notify Customer of such Scheduled Downtime at least forty-eight (48) hours in advance, and will use commercially reasonable efforts to ensure that Scheduled Downtime occurs during the hours of 12:00 a.m. to 6:00 a.m. Central Time.
- d. **Permitted Exclusions.** Notwithstanding any other provision of this Agreement to the contrary, performance issues resulting from any of the following shall be considered a "Permitted Exclusion" for purposes of the SLA: (i) any force majeure or other event caused by factors outside of PES's reasonable control; (ii) any actions or inactions of Customer or any third parties; (iii) any third party or Customer-provided network, hardware, device or equipment failure; or (iv) general Internet operations problems. PES shall only be responsible for hardware and software upon which its PES Apps are hosted and its internet service provider up to the point its internet service provider connects with the public internet. Customer-provided network hardware support (i.e. file servers, workstations, hubs, routers, etc.) is the responsibility of Customer.
- e. **Customer Must Request Service Credit.** To receive a credit pursuant to Section 5(b), Customer must notify PES by email or otherwise in writing of its request, with receipt confirmation, within thirty (30) days of service interruption.

#### 6. CUSTOMER DATA/ PRIVACY.

- a. **Ownership and Use of Data.** Except as provided below, unless it receives Customer's prior written consent, PES shall not: (i) access, process, or otherwise use Customer Data; or (ii) intentionally grant any third party access to Customer Data, including without limitation, PES's other customers, except PES subcontractors that are subject to a reasonable nondisclosure agreement. As between PES and Customer, all Customer Data shall be owned by Customer. Notwithstanding the foregoing, PES may use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or by proper legal or governmental authority. To the extent that it is not prohibited from doing so by law or the terms of such legal or governmental demand, PES shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- b. **Anonymized Data.** Notwithstanding any provision herein, PES may use, reproduce, license, or otherwise exploit Anonymized Data, provided that Anonymized Data does not contain and is not PHI (as defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, as each may be amended). "Anonymized Data" means Customer Data with PHI and the names and addresses of Customer and its Users removed.

#### 7. TERM; TERMINATION.

- a. **Renewal Upon Payment of Fees.** Thirty (30) days prior to each anniversary of the Subscription Start Date, PES shall invoice Customer for Fees for the next twelve (12) month period. Payment of such Fees by Customer shall constitute a renewal of this Agreement for an additional twelve (12) month Renewal Term, during which time this Agreement may only be terminated

- either (i) by mutual agreement of the parties, or (ii) for Cause pursuant to Section 7(c) below.
- b. **Non-Renewal.** Customer may elect not to pay Fees for a Renewal Term, in which event this Agreement and Customer's access to the PES Apps shall terminate at the end of the Initial Term or Renewal Term then in effect. PES may elect not to renew this Agreement for a Renewal Term by providing Customer with at least thirty (30) days advance written notice, in which event this Agreement and Customer's access to the PES Apps shall terminate at the end of the Initial Term or Renewal Term then in effect.
  - c. **Termination for Cause.** Either party may terminate this Agreement, and Customer's use of the PES Offerings, for "Cause" in the event that:
    - i. Either party breaches a material provision of this Agreement (which shall include non-payment of Fees) and such breach is not cured within 30 days after written notice is provided to the breaching party. Customer's access to the PES Offerings may be suspended during the 30-day cure period if the breach would cause potential damage to PES or otherwise renders Customer's continued use thereof unsafe;
    - ii. Either party files a petition in bankruptcy, whether voluntary or involuntary, or an assignment for the benefit of creditors, in which event termination shall be effective immediately; or
    - iii. Customer breaches or threatens to breach any of the provisions of: (A) Section 2(d) with respect to exclusions to Customer's license hereunder; or (B) Section 10 regarding confidentiality. Termination pursuant to this Section 7(c)(iii) shall be immediate upon written notice by PES.
  - d. **Purchase Order Cancellation or Change.** After the Effective Date, Purchase Orders may not be cancelled, changed, suspended or deferred without the express, written consent of PES. Customer agrees to pay all Fees and costs associated with any cancellation, change, suspension or deferral of a Purchase Order including, without limitation, for PES's Customization work and PES's efforts to mitigate damages. If PES agrees to allow cancellation of a Purchase Order, then this Agreement shall terminate as of the date of such mutual agreement, otherwise, this Agreement and Customer's obligation to pay Fees shall continue for the remainder of the Term.
  - e. **Returns.** PES Materials may be returned for a refund within thirty (30) days of the delivery date; provided, that returned PES Materials will not be accepted if they have been used or are not in good condition. Customized PES Offerings are non-refundable. If accepted, returned PES Materials are subject to a fifteen percent (15%) restocking fee. Return shipping fees are Customer's responsibility. If Customer desires to return PES Materials, Customer must first call PES Customer Service at 866.867.3192 and obtain a Return Goods Authorization Number (RGA#). Customer must then repackage PES Materials and mail them to Pediatric Emergency Standards, Inc., 11870 State Road 84, Suite C5, Davie, Florida 33325. PES Materials that are returned without prior authorization will be refused, and the carrier will charge Customer freight in both directions. If PES accepts returned items and issues a refund pursuant to this Section, then this Agreement shall terminate as of such refund date.
  - f. **Effect of Termination.** Upon any termination of this Agreement pursuant to this Section 7, Customer's license to use and access to the PES Offerings will immediately cease and all Fees due hereunder shall be immediately due and payable; provided, however, that, in the event Customer terminates this Agreement pursuant to Section 7(c)(i) as a result of an uncured breach by PES or pursuant to Section 7(c)(ii) in the event PES files a petition in bankruptcy or makes an assignment for the benefit of creditors, then Customer shall be relieved of any further obligation to pay Fees and PES shall refund to Customer prorated Fees already paid by Customer for the remainder of the Term. The applicability of certain provisions in this Agreement shall survive termination as set forth in Section 18(e) below.
- 8. SERVICE AND REPAIRS.** Updates to the PES Apps shall be made available to Customer at no additional charge. All service and/or repairs are performed wholly or in part at the discretion of PES. PES Materials damaged in delivery will be replaced at no cost to the Customer. Damage caused by wear and tear, abuse or accident is at the expense of Customer. The remedies provided herein are exclusive.
- 9. DISCLAIMERS.**
- a. **Disclaimer of Warranties.** EXCEPT AS PROVIDED HEREIN, THE PES OFFERINGS ARE PROVIDED ON AN "AS IS" BASIS, AND PES EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES RELATED THERETO, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND OTHERWISE.
  - b. **Disclaimers regarding Technology.** Customer acknowledges that accessing data online involves risks of unavailability of information and Customer assumes such risks. Customer has sole responsibility for obtaining, maintaining and securing its connections to the Internet. PES makes no representations to Customer regarding the reliability, performance or security of any network or provider. PES cannot control the flow of data to or from its network and other portions of the internet as such flow depends, in large part, on the performance of internet service providers or third parties. At times, actions or inactions of such third parties may impair or disrupt Customer's connections to the internet (or portions thereof). Accordingly, PES disclaims any and all liability resulting from or related in any way to any unavailability of a PES App, including as a result of Scheduled Downtime or a Permitted Exclusion, and Customer acknowledges that its sole remedies in any such event are as set forth in Section 5(b). For these reasons, Customer further agrees to instruct its Users and all medical personnel to have hard copies of Customer's Protocols and the PES Materials or other backup options immediately available at all times in case access to the PES Apps is interrupted or otherwise becomes unavailable.
  - c. **Disclaimers regarding Clinical Content.**
    - i. PES makes no representations or warranties with respect to the clinical content contained in the PES Offerings and in the Customized Offerings approved by Customer.
    - ii. Clinical guidelines and related clinical content contained in the PES Offerings must be approved by Customer pursuant to the Customization process prior to use in connection with patient care. Customer shall have an ongoing obligation to monitor and update the Customized Offerings to ensure consistency with Customer's Protocols, as Customer's Protocols may evolve over time. Customer shall submit a written request to PES for prompt revision and updating of the Customized Offerings when Customer or its medical staff, employees and/or contractors make modifications to Customer's Protocols.
    - iii. Customer hereby acknowledges that the Customized Offerings are not a substitute for the judgment of licensed medical professionals. The Customized Offerings are tools that may assist medical professionals in the delivery of care to patients. All medical judgments are reserved to licensed clinicians. Failure to render care consistent with recognized standards of care may result in injury to the patient.
    - iv. Customer must determine for itself whether the PES Offerings will meet its needs, and PES makes no representations or warranties in that regard.
- 10. CONFIDENTIALITY.**
- a. **Confidential Information.** For purposes of this Agreement, the term "Confidential Information" means: (i) any non-public information of PES or Customer including, without limitation, information regarding the PES Offerings, information relating to current and planned products and services of PES and its technology, techniques, know-how, research, engineering, designs, finances, accounts, procurement requirements, manufacturing, customer lists, business forecasts and marketing plans; (ii) PES's security controls, policies, procedures, audits, or other information concerning PES's internal security posture; (iii) patient information obtained by Customer; (iv) any other information of a party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally and is identified as "Confidential" at the time of disclosure; and (v) this Agreement, including the Quote. Notwithstanding the foregoing, Confidential Information does not include information that: (A) is in the other party's possession at the time of disclosure; (B) is independently developed without use of or reference to Confidential Information; (C) becomes known publicly, before or after disclosure, other than as a result of a party's improper action or inaction; (D) is approved for release in writing by the disclosing party; or (E) is required to be disclosed by law.
  - b. **Nondisclosure.** The parties shall not use Confidential Information for any purpose other than to fulfill their respective obligations under this Agreement. Each party: (i) shall ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein; and (ii) shall not disclose Confidential Information to any third party without prior written consent from the disclosing party. Without

limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware.

- c. **Injunction.** Customer agrees that breach of this Section would cause PES irreparable injury, for which monetary damages would not provide adequate compensation. In such instance, PES will be entitled to injunctive relief against such breach or threatened breach, without PES proving actual damages or posting a bond or other security, provided that if a judge determines that a bond is required, the parties agree that One Thousand Dollars (\$1,000) shall be a reasonable bond.
- d. **Open Records Laws and other Disclosure Requests.** PES acknowledges that Customer may be required to disclose certain Confidential Information if mandated by court order or, in the case of a Customer that is a governmental entity, pursuant to applicable open records laws or lawful public records requests. At such time as Customer becomes aware that it may be required to disclose Confidential Information, it agrees to (i) provide PES with prompt written notice in order to allow PES to protect its Confidential Information, object to the disclosure, and/or to seek a protective order, and (ii) cooperate with PES in such efforts. In addition to the obligations of this Section with respect to Confidential Information generally, Customer agrees to provide additional protection to PES source code information pursuant to Section 10(e) below.
- e. **Source Code.** THE SOURCE CODE FOR THE PES APPS SHALL BE CONSIDERED HIGHLY CONFIDENTIAL INFORMATION UNDER THIS AGREEMENT AND MAY NOT, UNDER ANY CIRCUMSTANCE, BE DISCLOSED BY CUSTOMER TO ANY THIRD PARTY EXCEPT PURSUANT TO A VALID COURT ORDER.
- f. **Return of Confidential Information.** Immediately upon termination of this Agreement or upon request, each party agrees to promptly return all Confidential Information and copies thereof belonging to the other party. If Customer is a governmental entity and required to retain certain Confidential Information after termination of this Agreement, then Customer shall retain only that portion of the Confidential Information that it is strictly required to retain under applicable law, return all other information to PES, and execute a reasonable non-disclosure agreement in connection with the retained Confidential Information.

## 11. INFRINGEMENT.

- a. **IP Infringement.** PES shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable and actual attorney's fees) actually incurred or finally adjudicated as to any third party claim or action alleging that the PES Apps infringe or misappropriate any third party's patent, copyright, trade secret or other intellectual property rights enforceable in the applicable jurisdiction (each a "Claim").
- b. **IP Remedies.** If any PES Offering becomes, or in PES's opinion is likely to become, the subject of an infringement or misappropriation claim, PES may, at its option and expense, either (i) procure for Customer the right to continue using such PES Offering; (ii) replace or modify the PES Offering so that it becomes non-infringing; or (iii) terminate Customer's right to use the PES Offering and issue Customer a refund for any Fees for periods after such termination. Notwithstanding the foregoing, PES will have no obligation or otherwise with respect to any infringement or misappropriation claim based upon: (A) any use of the PES Apps not in accordance with this Agreement or for purposes not intended by PES; (B) any use of the PES Offerings in combination with other products, equipment, software, or data not supplied or authorized by PES, (C) any use of any release of the PES Apps other than the most current release made available to Customer at no additional charge; or (D) any modification of a PES Offering made by any person other than PES or an authorized representative or agent thereof. In any such case Customer will defend PES from any such claim against PES.
- c. **Sole IP Liability.** This Section is PES's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement relating to the PES Offerings.
- d. **Procedures.** The party seeking indemnification (the "Indemnified Party") must give prompt written notice of such Claim to the other party (the "Indemnifying Party"), accompanied by copies of any written documentation regarding the Claim received by the Indemnified Party. The Indemnifying Party shall compromise or defend, at its own expense and with its own counsel, any such Claim. The Indemnified Party will have the

right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that the Indemnifying Party will have the right to control such settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in any settlement or defense and give each other full access to all relevant information, at the Indemnifying Party's expense.

- 12. **GOVERNMENT REGULATIONS.** Each party agrees to comply with all applicable import, export and anti-corruption statutes and regulations of the United States in connection with the manufacture, sale and distribution of the PES Offerings including, without limitation, the Foreign Corrupt Practices Act. Each party agrees to indemnify and hold harmless the other from all claims, demands, damages, costs, fines, penalties, attorneys' fees and all other expenses arising from a party's failure to comply with this Section and/or applicable laws, rules and/or regulations governing the PES Offerings.

## 13. LIMITATION OF LIABILITY.

- a. **LIMITATION OF DAMAGES.** UNDER NO CIRCUMSTANCES SHALL PES OR CUSTOMER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE PES OFFERINGS, AVAILABILITY OF DATA, STOPPAGE OF WORK, OR IMPAIRMENT OF OTHER ASSETS.
- b. **LIMITATION OF LIABILITY.** PES'S MAXIMUM LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED FIVE (5) TIMES THE FEES PAID BY OR ON BEHALF OF CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM.
- c. **Insurance.** Each party shall be responsible to carry insurance in appropriate amounts to cover the activities conducted by it under this Agreement. Upon written request, PES agrees to provide Customer with evidence of its insurance coverages.

## 14. DISPUTE RESOLUTION.

- a. **Limitation of Action.** Except for claims arising from Customer's non-payment or underpayment of amounts owed to PES, any and all claims arising out of or related to this Agreement shall be barred, unless instituted either (i) **within two (2) years** from the date that the complaining party knew or should have known of the facts giving rise to a claim, or (ii) the applicable Florida statute of limitations, whichever is shorter.
- b. **Governing Law.** This Agreement and any claim or controversy arising hereunder (whether in contract, tort, or otherwise, including statutory, consumer protection, or common law) shall be governed by the laws of the State of Florida, without regard to conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any dispute, each party will bear its own attorneys' fees and costs.
- c. **Mediation.** In the event of any dispute, claim or disagreement arising out of or relating to this Agreement, the parties shall first submit the dispute, claim or disagreement to non-binding mediation administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Mediation Procedures. The place of mediation shall be Fort Lauderdale, Broward County, Florida. The mediation shall be conducted by one (1) mediator selected in accordance with AAA rules, unless the parties otherwise mutually agree to a panel of three (3) mediators.
- d. **Binding Arbitration.** If the dispute, claim or disagreement is not resolved within sixty (60) days after the initial mediation meeting, then either party may submit the dispute, claim or disagreement to binding arbitration administered by the AAA in accordance with the provisions of its Commercial Arbitration Rules and, except as provided in Section 14(e) below, such arbitration shall be the sole means of dispute resolution. The place of arbitration shall be Fort Lauderdale, Broward County, Florida. The arbitration shall be conducted by one (1) arbitrator selected in accordance with the AAA rules, unless the parties otherwise mutually agree to a panel of three (3) arbitrators.
- e. **Injunction.** Notwithstanding anything in this Agreement to the contrary, each party shall be entitled to seek injunctive or other equitable relief without first submitting the matter to mediation or arbitration in accordance

with the provisions of this Section 14, even if a similar or related matter has already been referred to mediation or arbitration in accordance with the terms of this Section 14. Venue for any action permitted to be brought in court under this Section shall be the appropriate state and federal courts located in Fort Lauderdale, Broward County, Florida.

15. **SEVERABILITY.** If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

16. **NOTICE.** Notices provided under this Agreement must be in writing and delivered to PES's or Customer's principal place of business as forth in the Purchase Order and/or Quote by: (a) certified mail, return receipt requested; (b) hand delivery; (c) e-mail with a confirmed read receipt; or (d) reputable overnight carrier service. In the case of delivery by e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (d). The notice will be deemed given on the day the notice is received by the party receiving such notice.

17. **DESIGN CHANGES.** Except as otherwise agreed expressly in writing, PES may at any time furnish improvements to a product's design and/or construction. PES may also furnish suitable substitutes for materials that are unobtainable because of priorities or regulations established by governmental authorities or the non-availability of products from suppliers.

18. **MISCELLANEOUS.**

a. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed herein or therein; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event Customer issues User instructions, internal memoranda, or any other document addressing any of the PES Offerings, it is hereby specifically agreed and understood that such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.

b. Assignment & Successors. Neither party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent, except that either party may, without the prior consent of the other, assign all its rights under this Agreement to (i) a purchaser of all or substantially all of its assets, or (ii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating (collectively, a "Change in Control"); provided however, that the non-assigning party is given notice of the Change in Control and the assignee is not a competitor of the non-assigning party hereunder.

c. Force Majeure. No delay, failure, or default, other than a failure to pay Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate any unfulfilled Purchase Order.

d. Waiver & Breach. Neither party will be deemed to have waived any of its rights under this Agreement, unless it is an explicit written waiver made by an authorized representative. No waiver of a breach will constitute a waiver of any other breach.

e. Survival of Terms. Unless otherwise stated, all of PES's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the express their terms, fully to be performed during the Term shall survive the termination of this Agreement. Without limiting the foregoing, the provisions of Terms and Conditions Sections 2(d), 6, 9, 10, 13, and 14 shall survive any termination of this Agreement.

f. Authority. An individual executing or delivering a Quote or a Purchase Order hereunder acknowledges that he or she has the authority to act on behalf of the Customer or PES, as the case may be, and bind such party to the terms hereof.

g. Signatures. Electronic signatures on any portion of this Agreement (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures and are fully enforceable.



**Quotation**

Quotation#:

01/31/2024

**Account Number: 106992-SHIP004**

**BILL-TO**

CABARRUS COUNTY EMS  
793 CABARRUS AVE W  
CONCORD, NC 28027

Ship Method: FEE < \$150

Payment Terms: NET 30

**SHIP-TO**

CABARRUS COUNTY EMS  
793 CABARRUS WEST  
CONCORD, NC 28025

Contact Name .

Phone Number .

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
3250-05318	1/EA	Emergency Child Restraints, Complete, includes S, M, L, Cot Straps weight range 4-110 lbs	24	\$ 752.00	\$18,048.00	06/30/2024

**Quote Total \$18,048.00**

**Comments:**

**Mark Tornstrom**

Boundtree | Account Manager Western NC

|

Phone: 980.225.2022 | Fax:

mark.tornstrom@boundtree.com |

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at [www.boundtree.com](http://www.boundtree.com), login and add to your shopping cart

or call (800) 533-0523

fax (800) 257-5713

Cabarrus County responded to 1,133 pediatric patients over the last year; 607 were transported. Taking care of these patients can be stressful and present unique challenges and stress to our providers in the area of pediatric patient care. We currently utilize the app (HandTevy) for guidance on specific medication dosing and equipment size recommendations for specific ages and physical sizes of patients. The drug doses are different, and often, the equipment required is different than what we use on adults. With the changes in patient size and metabolism rates that vary by age, this is very different than caring for an adult patient. The success of this app within our organization has prompted our staff to want the next step, which would be the HandTevy Pediatric bag. This pediatric bag makes the calculations easy, and the bag's seven color-coded pouches enable swift identification of pediatric equipment sizes. The HandTevy bags, along with the app, will do the math for paramedics and provide them with medical equipment designed specifically for children. The HandTevy bags will bridge the gap and provide one more resource we have for our paramedics to help them do their jobs quicker and safer, and that is the goal for treatment with our pediatric patients and the mental health of our providers. We want to be prepared when we run those pediatric calls, and the HandTevy bags have everything needed to allow for fewer thoughts and anxieties.

Pediatric Restraint System for the stretchers will replace our current restraints, which are over ten years old. The restraint system provides a quick and efficient way to secure the stretcher without requiring additional equipment or specialized seats. Along with providing safe transport, it prevents pediatric patients from moving around during transport and risking injury.

Monitor cords/adapters to work with our current heart monitor for easy connection to Pediatric Stat Padz. These are needed for early defibrillation in cardiac arrest or pacing in symptomatic pediatric patients.

Temperature probes that work with our current Heart monitor for rectal temps. Rectal temps are a significant component in pre-hospital for pediatric patients. Body temperatures outside normal ranges may be indicative of underlying diseases or clinical deterioration and should be identified in a timely manner. This will only help with the effective treatment we strive for with pediatric patients.

Pediatric training mannequins for IO use and airway training. These mannequins will specifically give our providers a focused training tool to practice these clinical skills and become more efficient with those procedures.





GRANT AGREEMENT BY AND BETWEEN  
THE CANNON FOUNDATION, INC.  
AND

**Cabarrus County Emergency Medical Services**

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**THIS GRANT AGREEMENT** (the “Agreement”) is made and entered into on 2024-06-11, by and between The Cannon Foundation (the “Foundation”) and Cabarrus County Emergency Medical Services (the “Recipient”).

**WITNESSETH:**

- A. The Recipient is a not-for-profit corporation organized and existing under the laws of the State of North Carolina and is recognized as tax exempt by the Internal Revenue Service pursuant to Sections 501(c)(3), 509(a) and 170(b)(1)(A) of the Internal Revenue Code of 1986, as amended (the “Code”).
- B. The Recipient is awarded a grant from the Foundation in the amount of \$35,108.00 (the “Grant”) to support the Cabarrus County EMS Pediatric Equipment (the “Project”).
- C. The Foundation desires to make the Grant to Recipient to be used to support the Project.
- D. The Recipient desires to affirm that it is prepared to begin the Project immediately upon receipt of the Grant and to agree to the terms of the Grant as described in this Agreement.

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

**I. THE GRANT**

- 1. Recipient affirms that it is ready to begin the Project immediately upon receipt of the Grant.
- 2. The Foundation agrees to disburse the Grant to Recipient within 30 days upon receipt of this signed Agreement.
- 3. The Recipient shall provide annual reports on the use of the Grant and the status of the Project to the Foundation. The annual reports shall include the balance of the Grant, an itemization of expenditures made from the Grant, an update on the status and success of the Project, and any other information the Foundation shall request. The annual report shall be due to the Foundation annually on the anniversary of the distribution of the Grant to the Recipient. Within thirty days

**THE  
CANNON  
FOUNDATION**

of the use of all funds constituting the Grant, the Recipient shall provide a final report to the Foundation detailing the information required in an annual report. The Foundation may modify this reporting requirement at any time in a written instrument delivered to the Recipient that shall become a part of this Agreement and a copy of which shall be kept with this Agreement.

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

## **II. RECOGNITION**

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

## **III. UNFORESEEABLE CIRCUMSTANCES AND TERMINATION**

1. In the unlikely event that, at some future time, it becomes impossible for the Grant to serve the specific purpose for which it was made, the Recipient shall return to the Foundation any portion of the Grant previously received from the Foundation but not yet expended in support of the purpose of the Grant.
2. This Agreement shall terminate upon the earlier to occur of (i) the Foundation's decision, in its absolute discretion, to terminate the Agreement, (ii) the mutual agreement of the parties, or (iii) the Recipient's failure to provide annual reports as provided in this Agreement. Upon termination of the Agreement, the Recipient shall return to the Foundation any portion of the Grant previously received from the Foundation but not yet expended in support of the purpose of the Grant.

## **IV. TAX STATUS**

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

## **V. MISCELLANEOUS**

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

**THE  
CANNON  
FOUNDATION**

North Carolina.

2. Amendment. This Agreement may be amended at any time upon written agreement signed by all parties.
3. Non-Waiver. The failure by any party at any time to require performance by another party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by such party of a breach of any provision hereof be taken or be held to be a waiver of such provision.
4. Entire Agreement. Except as provided otherwise in this Agreement, this Agreement represents the entire agreement of the parties with respect to the Grant.
5. Assignment. This Agreement is binding on the parties and their successors and permitted assigns. No party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the other parties' consent. Any attempted assignment or delegation of any rights, duties, or obligations in violation of this section will be invalid and without effect.
6. Notices and Designee. All notices, demands and other communications among the parties required hereunder shall be in writing and deemed given upon personal delivery, or if sent by recognized express carrier, to the respective addresses as set forth below. The Foundation and the Recipient may specify another address from the one set forth below by notice to the other as provided herein. Each party agrees to provide (by notice to the other party from time to time) a single person designated to act as the point of contact for the other party in the administration of this Agreement throughout the Term. Each party agrees to work with the other in the event of a change in management to assure continuous efforts to work cooperatively to fulfill such party's obligations under this Agreement.

If to the Foundation: The Cannon Foundation, Inc.  
P.O. Box 548  
Concord, NC 28026

If to the Recipient: Cabarrus County Emergency Medical Services.  
31 Willowbrook Drive  
Concord

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

**THE  
CANNON  
FOUNDATION**

THE CANNON FOUNDATION, INC.

*Cabarrus County Emergency Medical Services*

*Suzanne Philemon* By:

Name: Suzanne Philemon

Title: Executive Director

DocuSigned by:  
By: *Jimmy Lentz*  
316497D9AEB94E7...  
Name:

James Lentz  
Title:

EMS Chief

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 1, 2024  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Emergency Medical Services - RACE CARS Grant Funds

### **BRIEF SUMMARY:**

EMS was awarded the Randomized Cluster Evaluation of Cardiac Arrest Systems (RACE-CARS) trail grant in FY 2021. Grant funds have been received for meeting certain milestones during the RACE-CARS trail. Grant funds reimbursed and recognized as revenue to date covered administrative and payroll costs for engagement of first responders, first dispatch, community organization, hospital and intervention and review of 911 dispatch calls for Q&A purposes. This budget amendment is to recognize the portion of funds received that may be used to facilitate county trial activities as revenue and the corresponding expenditures. The activity is to conduct CPR training in the community.

This money will be used to purchase equipment and supplies to support training and educating the public in CPR and further support the RACE-CARS trial. To date \$22,125.00 has been received as unearned revenue for the grant.

### **REQUESTED ACTION:**

Recommended Motion for Regular Meeting:

Motion to adopt the necessary budget amendment.

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

5 Minutes

### **SUBMITTED BY:**

Jimmy Lentz - Emergency Medical Services Chief

**BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▣ Quote
- ▣ Quote
- ▣ Quote
- ▣ Proof
- ▣ RCCC - Quote
- ▣ Quote

## Kara Clarke

---

**From:** Signature Coins <brian@signaturecoins.com>  
**Sent:** Wednesday, June 19, 2024 8:36 AM  
**To:** Kara Clarke  
**Subject:** Your latest Design is Attached  
**Attachments:** antique gold plating.jpg; high polished gold 2D design with crosscut edge.jpg; Proof 4.jpg

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

---



**Hello Kara,**

Find your latest digital render and quote attached below.

I hope this is closer to your vision!

*To order and produce these products, just hit the link "Order this Quote" below, and let's get this project started!*

I can also take payment info over the phone, if it's easier.

Feel free to reply to this email if you have any questions or concerns!

<b>Quote #06112024-266 - Proof 4</b>	<b>Quantity</b>	<b>Unit Price</b>
<b>1.75" Color On Both Sides Challenge Coins</b>	100	\$4.16
Edge: Rope	100	\$0.00
Mold Fee: New One-Sided Mold	2	\$62.50

Packaging: Plastic Coin Envelope	100	\$0.00
Plating: Gold	100	\$0.00
	<b>Total (USD)</b>	<b>\$541.00</b>

*\*Sales tax not included in total*



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 4464 Raceway Dr., Ste. B  
 Concord, NC 28027  
 704.786.7763  
 www.ksimagesolutions.com

# Estimate

Date	Estimate #
5/30/2024	9541

Name / Address
Cabarrus County EMS Kara Clarke 793 Cabarrus Avenue West Concord, NC 28027

Ship To
Cabarrus County EMS Kara Clarke 793 Cabarrus Avenue West Concord, NC 28027

P.O. No.	Terms	Due Date	Rep	FOB	Project	Other
	Net 10	6/20/2024	KS			728-14859

Qty	Item	Description	Cost	Total
1,000	4000S	#4000 Rubberized Sunglasses	1.15	1,150.00T
1	1700	Repeat Setup	25.00	25.00T
1	1	Freight	145.00	145.00T
		Exact repeat from 08/2023		

<b>Subtotal</b>		\$1,320.00
<b>Sales Tax (7.0%)</b>		\$92.40
<b>Total</b>		\$1,412.40

Signature \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
704-786-7763	704-786-7764	kswayze@ksimagesolutions.com	www.ksimagesolutions.com



**KS Image Solutions, LLC**  
 4464 Raceway Dr., Ste. B  
 Concord, NC 28027  
 704.786.7763  
 www.ksimagesolutions.com

# Estimate

Date	Estimate #
5/30/2024	9542

Name / Address
Cabarrus County EMS Kara Clarke 793 Cabarrus Avenue West Concord, NC 28027

Ship To
Cabarrus County EMS Kara Clarke 793 Cabarrus Avenue West Concord, NC 28027

P.O. No.	Terms	Due Date	Rep	FOB	Project	Other
	Net 10	6/20/2024	KS			

Qty	Item	Description	Cost	Total
350	LCC-AM39	Ambulance Stress Reliever	2.29	801.50T
1	1700	Setup	60.00	60.00T
1	1	Freight	80.00	80.00T

<b>Subtotal</b>		\$941.50
<b>Sales Tax (7.0%)</b>		\$65.91
<b>Total</b>		\$1,007.41

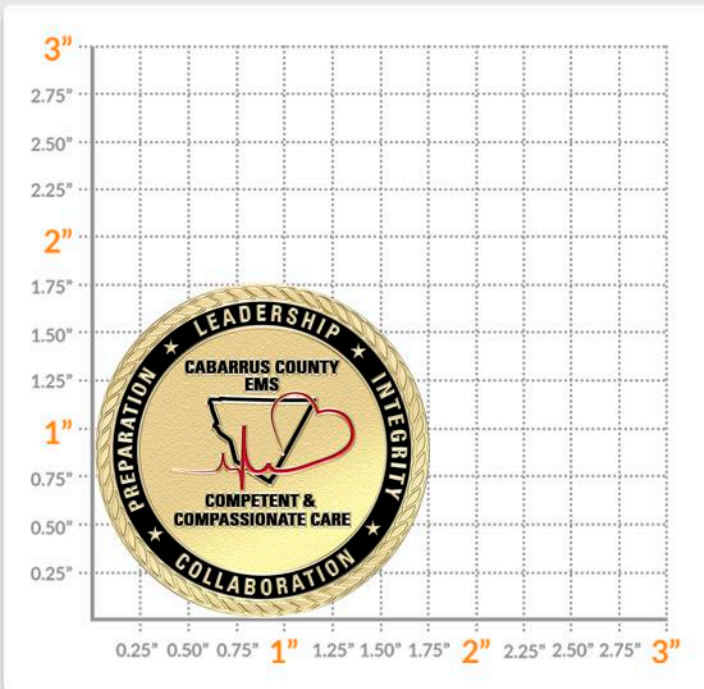
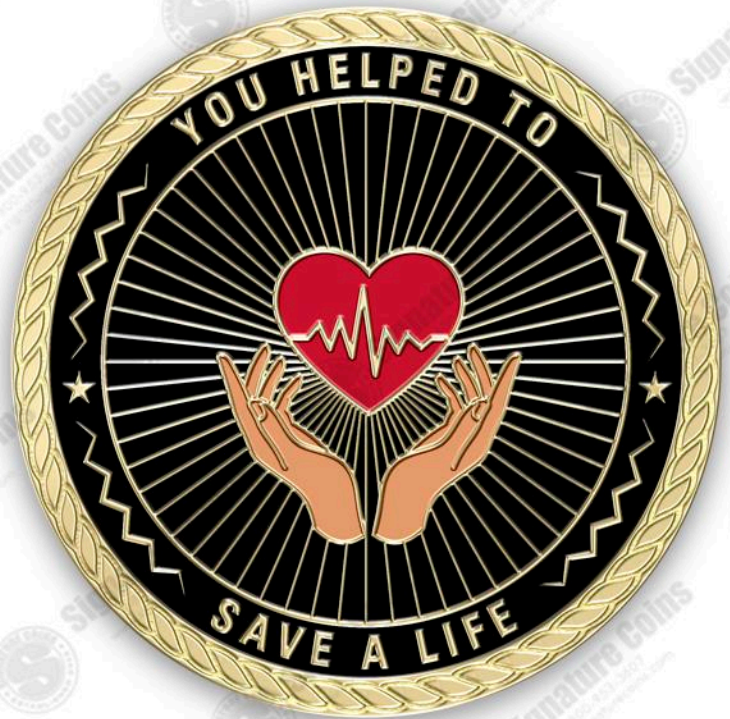
Signature \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
704-786-7763	704-786-7764	kswayze@ksimagesolutions.com	www.ksimagesolutions.com

## FRONT



Cabarrus County EMS - Kara Clarke








## BACK



- 3D
- Epoxy
- Dual Plating
- Offset Printed
- Sequential Numbering
- Sequential Edge Engraving
- Custom Engraving
- Custom Edge Engraving
- Cutouts
- Silkscreen
- Glow in the Dark
- Spinner
- Translucent Colors

### PROOF 4

-  High Polish Gold Metal
-  Recessed Sandblasted Gold Metal

FRONT	BACK
 186	 186
 281	 472
 WHITE	 BLACK
 BLACK	

Colors: 4                      Colors: 3

EDGE: ROPE

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**Date:** 18 June 2024

**Memorandum For:** Cabarrus County Emergency Medical Services

**Memorandum From:** Alan Thompson, Emergency Medical Services Director, Emergency Medical Science Chair

**Subject:** American Heart Association E-Cards for CPR Training

Rowan-Cabarrus Community College is an American Heart Association training center for basic and advanced life support training. The training center ID is NC05377. I serve as the training center director.

Rowan-Cabarrus Community College will provide bulk CPR cards in the amount of 300 at cost which is \$3.30 per card for a total cost of \$990 to the Cabarrus County EMS E-card location for issuance to course completers. Cabarrus County EMS Deputy Chief Kara Clarke and Deputy Chief Justin Brines have been approved as E-card administrators.

Please contact me at 704/216-7141 or [alan.thompson@rccc.edu](mailto:alan.thompson@rccc.edu) with questions.

SINCERELY,

A handwritten signature in black ink that reads "Alan Thompson".

ALAN THOMPSON, NRP  
Emergency Medical Services Director  
Chair – Emergency Medical Science and Emergency Management



**KS Image Solutions, LLC**  
 4464 Raceway Dr., Ste. B  
 Concord, NC 28027  
 704.786.7763  
 www.ksimagesolutions.com

# Estimate

Date	Estimate #
6/4/2024	9558

<b>Name / Address</b>
Cabarrus County EMS Kara Clarke 793 Cabarrus Avenue West Concord, NC 28027

<b>Ship To</b>
Cabarrus County EMS Kara Clarke 793 Cabarrus Avenue West Concord, NC 28027

P.O. No.	Terms	Due Date	Rep	FOB	Project	Other
	Net 10	6/22/2024	KS			

Qty	Item	Description	Cost	Total
1,000	RF707	Slap-Wrap® Combo	2.51	2,510.00T
1	1700	Setup	60.00	60.00T
1	1	Freight	85.00	85.00T
		Color:		
		Imprint:		

<b>Subtotal</b>		\$2,655.00
<b>Sales Tax (7.0%)</b>		\$185.85
<b>Total</b>		\$2,840.85

Signature \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
704-786-7763	704-786-7764	kswayze@ksimagesolutions.com	www.ksimagesolutions.com

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 1, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Facilities Design & Construction - Presentation of Guaranteed Maximum Price (GMP) for Behavioral Health Building

**BRIEF SUMMARY:**

Staff will present the Guaranteed Maximum Price for the behavioral healthcare building as prepared by Messer Construction.

**REQUESTED ACTION:**

Recommended Motion for Regular Meeting:

Motion to approve the GMP 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, Senior Project Executive

**BUDGET AMENDMENT REQUIRED:**

No

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



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 1, 2024  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Facilities Design & Construction - Recommended Approval of Preferred Alternates and Sole Source Purchases for the Cabarrus County Behavioral Healthcare Facility

### **BRIEF SUMMARY:**

NCGS 133-3 requires performance standards to be used when specifying products. The statute also allows preferred brands of equipment to be bid as an alternate on the Cabarrus County Behavioral Healthcare Facility provided that the performance standards were approved by the Cabarrus County Board of Commissioners. To be approved the alternate must either provide a cost savings or maintain/improve the functioning of a process or system affected by the brand alternate. Approval is requested for the preferred brand alternates for the equipment as indicated on the attachment.

### **REQUESTED ACTION:**

Recommended Motion for Regular Meeting:

Motion to approve the preferred brand alternate list for equipment for the Cabarrus County Behavioral Healthcare Facility.

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

5 Minutes

### **SUBMITTED BY:**

Michael Miller, Director of Design and Construction  
Jason Harris, Senior Project Executive with Messer Construction  
Kevin Turner, Principal Architect with human eXperience



**BUDGET AMENDMENT REQUIRED:**

No

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

---

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 1, 2024  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Finance - FY 2025 CIP Budget

### **BRIEF SUMMARY:**

The County's CIP and PayGo projects were approved as part of the budget process. The projects will be recorded and tracked in the County's Capital Project Fund, Fund 380, and the School's Capital Project Fund, Fund 390. These projects are being funded by a contribution from the General Fund, Community Investment Fund and future financing.

The budget amendment to record these projects, the project ordinances and the project lists are included with this agenda item.

### **REQUESTED ACTION:**

Recommended Motion for Regular Meeting:

Motion to adopt the project ordinance for the County's Capital Project Fund and the School's Capital Project Fund and approve the budget amendment.

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

5 Minutes

### **SUBMITTED BY:**

Jim Howden, Finance Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

---

### ATTACHMENTS:

- ▣ Project Ordinance
- ▣ Project Ordinance - Fund 390
- ▣ Budget Amendment
- ▣ FY2025 Paygo List
- ▣ FY2025 CIP List

# 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 / 2022 LOBs	\$ 60,622,146
Debt Proceeds 2022 Draw / 2024 LOBs	161,294,053
Debt Proceeds 2024 Draw Program	125,000,000
Debt Proceeds 2026 Draw Program	13,000,000
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	2,287,024
Contribution from Community Investment Fund	32,523,828
State Allocation	40,700,000
PARTF Grant	500,000
Interest	2,670,538
<b>TOTAL REVENUES</b>	<b>\$510,107,917</b>

- C. The following appropriations are made as listed.

Courthouse Site Enabling Construction & Renovation	\$ 147,139,365
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	7,764,393
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	32,256,000
Deferred Maintenance Projects	19,306,950
EMS Headquarters	21,007,999
Mt. Pleasant Library / ALC / Foil Park Project	28,356,001
Northeast Area Land	4,729,117
Mental Health Facility	56,564,170
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	70,000,000
Human Services Facility	64,250,000
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
Contributions to General Fund / Community Investment Fund	2,073,823
<b>TOTAL EXPENDITURES</b>	<b>\$510,107,917</b>
<b>GRAND TOTAL – REVENUES</b>	<b>\$510,107,917</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$510,107,917</b>

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  1. 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 16th day of July 2024.

CABARRUS COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

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

# CABARRUS COUNTY SCHOOL 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 School 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.

Contribution from General Fund/CIF	\$ 66,400,342
Contribution from Capital Projects Fund	9,383,614
Debt Proceeds 2020 Draw / 2022 LOBs	45,227,096
Debt Proceeds 2022 Draw / 2024 LOBs	63,186,806
Debt Proceeds 2024 Draw	225,120,000
Contribution from Capital Reserve Fund	693,429
Contribution from Convention & Visitors Bureau	1,550,000
NC Department of Transportation	1,950,000

**TOTAL REVENUES** **\$413,511,287**

- C. The following appropriations are made as listed.

CCS Mobile Unit Renovation	\$ 3,300,000
R. Brown McAllister Replacement	48,326,750
Roberta Road Middle School	56,604,300
CCS New High School	9,508,821
CCS Southeast High School – Land purchase	1,816,320
Contribution to Capital Reserve	5,001,114
Early College Mobile Units	2,536,331
Mondo Track – JM Robinson High School	1,550,000
Deferred Maintenance Cabarrus County Schools	36,229,617
Deferred Maintenance Kannapolis City School	8,890,034
Deferred Maintenance Rowan Cabarrus Community College	3,652,500
Central Cabarrus Track	1,155,000
Hickory Ridge Football Field and Track	1,925,000
Tennis Courts – Cox Mill, Central Cabarrus, Northwest	1,495,000
Mary Frances Wall Renovations	11,000,000
Weddington Hills Elementary School HVAC	7,000,000
Concord High School HVAC	9,000,000
Opportunity School	9,535,000
Hickory Ridge High School Roof	2,550,000
Cox Mill Elementary School Roof	2,500,000
Wolf Meadow Elementary School Roof	2,000,000
Fred L. Wilson Elementary School Addition	14,000,000

Forest Park Elementary School HVAC	7,000,000
RCCC South Campus HVAC	6,150,500
Cabarrus Health Science Institution	2,000,000
Shady Brook Elementary School Chiller	450,000
Consulting – Project Process Review	30,000
Coltrane Webb STEM Elementary School	52,100,000
New Elementary School – Northwest or Southwest	52,100,000
Concord High School Track Wall Repairs	105,000
Rowan Cabarrus Community College – Renovation S203	7,000,000
Rowan Cabarrus Com College – Workforce Innovation Center	47,000,000
<b>TOTAL EXPENDITURES</b>	<b>\$413,511,287</b>

<b>GRAND TOTAL – REVENUES</b>	<b>\$413,511,287</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$413,511,287</b>

Section II.

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



budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.

9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

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

Adopted this 16<sup>th</sup> Day of July 2024.

CABARRUS COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

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

**Budget Revision/Amendment Request**

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

**Budget New and Updated School Capital Projects, Deferred Maintenance Projects and County Capital Projects with available cash (Paygo Projects), Contribution from General Fund and FY 2025 Debt Proceeds from a New Draw Program.**

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
380	6	2710-6927-PSTC	2024B Draw Program	35,000,000	35,000,000		70,000,000
380	9	2710-9704-PSTC	Contribution to GF / CIF	-	2,073,823	-	2,073,823
380	9	2710-9820-PSTC	Construction	35,000,000	32,926,177		67,926,177
100	6	9110-6910	Contribution from Capital Project Fund	-	2,073,823		2,073,823
100	9	9830-AVAIL	Other Improvements - Available	3,529,582	2,073,823		5,603,405
380	6	5310-6927-MENT	2024B Draw Program	-	20,000,000		20,000,000
380	9	5310-9820-MENT	Construction	36,564,170	20,000,000		56,564,170
380	6	5610-6927-HSC	2024B Draw Program	62,115,000		42,000,000	20,115,000
380	6	5610-6937-HSC	2024 Financing Proceeds	-	42,000,000		42,000,000
380	6	8240-6927-LIBSC	2024B Draw Program	17,500,000	-	2,500,000	15,000,000
380	6	8240-6934-LIBSC	2026 Draw Program	10,500,000	2,500,000		13,000,000
390	6	7210-6927-COLWB	2024B Draw Program	-	50,600,000		50,600,000
390	9	7210-9820-COLWB	Construction	-	50,600,000		50,600,000
390	6	7210-6927-NEWES	2024B Draw Program	-	50,600,000		50,600,000
390	9	7210-9820-NEWES	Construction	-	50,600,000		50,600,000
390	6	7240-6927-S203	2024B Draw Program	-	7,000,000		7,000,000
390	9	7240-9821-S203	Renovations	-	7,000,000		7,000,000
390	6	7240-6927-WFIC	2024B Draw Program	-	47,000,000		47,000,000
390	9	7240-9820-WFIC	Construction	-	47,000,000		47,000,000
			<b>2024 Draw Program Project Budgets</b>				

380	6	8140-6932-DM25	Contribution From CIF	-	1,275,000		1,275,000
380	9	8140-9501-DM25	Building and Ground Maintenance - DM	-	1,275,000		1,275,000
			Parks - FLP Overflow Parking				
380	6	8140-6932-DM25	Contribution From CIF	1,275,000	800,000		2,075,000
380	9	8140-9501-DM25	Building and Ground Maintenance - DM	1,275,000	800,000		2,075,000
			Parks - FLP Maintenance Building				
380	6	8140-6932-DM25	Contribution From CIF	2,075,000	110,000		2,185,000
380	9	8140-9501-DM25	Building and Ground Maintenance - DM	2,075,000	110,000		2,185,000
			Parks - Playground Equipment				
380	6	2110-6932-DM25	Contribution From CIF	2,185,000	550,000		2,735,000
380	9	2110-9501-DM25	Building and Ground Maintenance - DM	2,185,000	550,000		2,735,000
			Sheriff - Midland Communication Tower				
380	6	2110-6932-DM25	Contribution From CIF	2,735,000	100,000		2,835,000
380	9	2110-9501-DM25	Building and Ground Maintenance - DM	2,735,000	100,000		2,835,000
			Sheriff - Training and Firing Range Repairs				
380	6	2110-6932-DM25	Contribution From CIF	2,835,000	173,500		3,008,500
380	9	2110-9501-DM25	Building and Ground Maintenance - DM	2,835,000	173,500		3,008,500
			Sheriff - Armored Response Van				
380	6	1940-6932-DM25	Contribution From CIF	3,008,500	1,030,000		4,038,500
380	9	1940-9501-DM25	Building and Ground Maintenance - DM	3,008,500	1,030,000		4,038,500
			IAMS - GC Grounds Renovations				
380	6	1940-6932-DM25	Contribution From CIF	4,038,500	320,000		4,358,500
380	9	1940-9501-DM25	Building and Ground Maintenance - DM	4,038,500	320,000		4,358,500
			IAMS - Arena Asphalt Repairs				
380	6	1952-6932-DM25	Contribution From CIF	4,358,500	450,000		4,808,500
380	9	1952-9501-DM25	Building and Ground Maintenance - DM	4,358,500	450,000		4,808,500
			IAMS - GC ADA Bathroom				
380	6	1952-6932-DM25	Contribution From CIF	4,808,500	1,000,000		5,808,500
380	9	1952-9501-DM25	Building and Ground Maintenance - DM	4,808,500	1,000,000		5,808,500
			IAMS - GC Basement				
380	6	1952-6932-DM25	Contribution From CIF	5,808,500	325,000		6,133,500
380	9	1952-9501-DM25	Building and Ground Maintenance - DM	5,808,500	325,000		6,133,500
			IAMS - Operation Center Roof Replacement				

380	6	1952-6932-DM25	Contribution From CIF	6,133,500	400,000		6,533,500
380	9	1952-9501-DM25	Building and Ground Maintenance - DM	6,133,500	400,000		6,533,500
			IAMS - Generator Replacement				
380	6	1952-6932-DM25	Contribution From CIF	6,533,500	579,000		7,112,500
380	9	1952-9501-DM25	Building and Ground Maintenance - DM	6,533,500	579,000		7,112,500
			IAMS - Critical One Time Items				
380	6	1810-6932-DM25	Contribution From CIF	7,112,500	323,000		7,435,500
380	9	1810-9864-DM25	Technology	7,112,500	323,000		7,435,500
			Technology - Security				
100	6	0000-6901	Fund Balance Appropriations	-	7,435,500		7,435,500
100	9	0000-9708	Contribution to Capital Project Fund	-	7,435,500		7,435,500
			County's Deferred Maintenance and Paygo Projects				
380	6	8240-6902-LIBSC	Contributions from GF/CIF	2,400,000	1,856,000		4,256,000
380	9	8240-9860-LIBSC	Equipment and Furniture	893,110	1,856,000		2,749,110
380	6	8140-6932-MPLIB	Contributions from GF/CIP	8,500,001	1,856,000		10,356,001
380	9	8140-9830-MPLIB	Other Improvements	7,499,999	1,856,000		9,355,999
100	6	0000-6901	Fund Balance Appropriations	7,435,500	4,424,000		11,859,500
100	9	9120-991301-LIBSC	Lease Payments	-	712,000		712,000
			Start Up Cost Libraries				
390	6	7210-6932-DM25	Contribution from Community Investment Fund	-	11,470,000		11,470,000
390	9	7210-9501-DM25	Buildings and Grounds Maintenance	-	11,470,000		11,470,000
390	6	7230-6932-DM25	Contribution from Community Investment Fund	-	3,250,000		3,250,000
390	9	7230-9501-DM25	Buildings and Grounds Maintenance	-	3,250,000		3,250,000
390	6	7240-6932-DM25	Contribution from Community Investment Fund	-	1,000,000		1,000,000
390	9	7240-9501-DM25	Buildings and Grounds Maintenance	-	1,000,000		1,000,000
			Schools Deferred Maintenance and Paygo Projects				
100	6	0000-6901	Fund Balance Appropriations	11,859,500	15,720,000		27,579,500
100	9	0000-9708	Contribution to Capital Project Fund	7,435,500	15,720,000		23,155,500
			Schools Deferred Maintenance and Paygo Projects				

Budget Officer

County Manager

Board of Commissioners

Approved  
 Denied

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*Signature*

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*Date*

Approved  
 Denied

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*Signature*

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*Date*

Approved  
 Denied

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*Signature*

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*Date*

## FY25-FY29 Capital Improvement Plan (CIP) Pay-As-You-Go (PAYGO)

PROJECT LEGEND:		
General Government		
Cabarrus County Schools		
Kannapolis City Schools		
Rowan Cabarrus Community College		
Project Name		FY25
Deferred Maintenance		7,900,000
Startup Costs for Library and Active Living Center at Afton/Mt. Pleasant		4,424,000
Deferred Maintenance		2,750,000
Fuel Tanks		1,400,000
Television and SMART Board Replacements		1,300,000
Parks - Frank Liske Overflow Parking		1,275,000
Landscaping Renovations at Governmental Center		1,030,000
Deferred Maintenance		1,000,000
Critical One-time Purchases		579,000
Security Cameras		870,000
Sheriff - Midland Communications Tower Entrance Road Repair		550,000
Replace Water Pipes		500,000
Interior ADA Bathroom Renovations at Governmental Center		450,000
IAM - Operation Center Roof Replacement		325,000
Enterprise Physical Security Infrastructure		323,000
Arena - Asphalt Repair		320,000
Sheriff - Special Response Team Armored Van		173,500
Parks - Playground Replacements/Renovations		110,000
Sheriff - Training & Firing Range Repairs		100,000
GC Basement - Child Services		1,000,000
Grounds Maintenance Building Replacement		800,000
Portable Generator Replacements		400,000
<b>TOTAL PROJECTS</b>		<b>27,579,500</b>

**FY24-FY32 Capital Improvement Plan (CIP) - Debt Funded Projects**

<b>PROJECT LEGEND:</b>	
General Government	
Cabarrus County Schools	
Kannapolis City Schools	
Rowan Cabarrus Community College	

Project Name	**Estimated project cost pending programming**				
	FY24	FY26	FY28	FY30	FY32 or later
Public Safety Training Facility	70,000,000				
New Elementary School (Harrisburg or northwest Cabarrus)	50,600,000				
New Elementary School (Replace Beverly Hills/Coltrane Webb ES)	50,600,000				
Workforce Innovations Center	47,000,000				
Behavioral Health Facility	20,000,000				
Social Services Facility	20,000,000				
Public Library and Active Living Center at Afton Ridge	15,000,000	10,356,364			
Fred L. Wilson Elementary School Addition	14,000,000				
Mary Frances Wall Renovation (current R. Brown McAllister ES)	11,000,000				
Opportunity School	9,500,000				
Concord High School HVAC Replacement	9,000,000				
Forest Park Elementary School HVAC Replacement	7,000,000				
S203 Renovations	7,000,000				
Weddington Hills Elementary School HVAC Replacement	7,000,000				
HVAC Replacement at South Campus	5,335,000				
Hickory Ridge High School Roof Replacement	2,550,000				
Cox Mill Elementary School Roof Replacement	2,500,000				
Wolf Meadow Elementary School Roof Replacement	2,000,000				
Northwest High School Replacement		TBD			
New Elementary School (Harrisburg or northwest Cabarrus)		TBD			
Central Cabarrus High School Replacement			TBD		
New Elementary School (TBD)			TBD		
New Southeast High School				TBD	
Deferred Maintenance		TBD	TBD	TBD	TBD
<b>TOTAL</b>	<b>350,085,000</b>	-	-	-	-
<b>CAPACITY</b>	<b>350,085,000</b>	<b>49,643,636</b>	<b>60,000,000</b>	<b>60,000,000</b>	<b>60,000,000</b>

**FY24-FY32 Capital Improvement Plan (CIP) - Debt Funded Projects**

PROJECT LEGEND:
General Government
Cabarrus County Schools
Kannapolis City Schools
Rowan Cabarrus Community College

\*\*Estimated project cost pending programming\*\*

Project Name	FY24	FY26	FY28	FY30	FY32 or later
<b>KNOWN PROJECTS PENDING PRIORITIZATION</b>					
A.L. Brown High School Renovations					
Jackson Park Elementary School Addition/HVAC/Roof					
Building S203 Renovations					
South Campus Parking Lot Repaving					
Workforce Innovations Center					
Animal Shelter Replacement & Household Hazardous Waste Facility					
IAM - Grounds Maintenance Building Replacement					
Parks - Camp Spencer Shelters and Renovations					
Parks - Chester					
Parks - Frank Liske Park Turf Soccer Fields					
Parks - Rob Wallace Park					
Parks - St. Stephens					
Parks - Vietnam Veterans					
Public Library and Active Living Center at Concord (Renovations)					
Public Library and Active Living Center at Harrisburg					
Public Library and Active Living Center at Kannapolis					
Public Library and Active Living Center at Midland					



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 1, 2024  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Planning Department - North Carolina Department of Transportation (NCDOT) Request for Updated Resolution

### **BRIEF SUMMARY:**

The North Carolina Department of Transportation (NCDOT) Division 10 received a request to add Grey Hawk Court, located in the Fieldstone subdivision, to the state road maintenance system.

As a result of the petition, Division 10 Staff is requesting the Resolution on file be updated. The Resolution was last considered and adopted by the Board of Commissioners in 2001. NCDOT Staff informed the County that the Resolution must now be renewed every five (5) years to be valid.

The updated Resolution is attached for consideration and adoption by the Cabarrus County Board of Commissioners.

### **REQUESTED ACTION:**

Recommended Motion for Regular Meeting:

Motion to adopt the updated resolution.

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

5 Minutes

### **SUBMITTED BY:**

Susie Morris, Planning Director

**BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▣ Resolution

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

RESOLUTION

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION  
REQUEST FOR ADDITION TO STATE MAINTAINED  
SECONDARY ROAD SYSTEM

WHEREAS Cabarrus County Government does not build or maintain infrastructure; and

WHEREAS the Board of County Commissioners is of the opinion that the County of Cabarrus does not investigate petitioned roads for addition to the North Carolina State Department of Transportation Secondary Road System; and

WHEREAS the Board of County Commissioners relies on the North Carolina State Department of Transportation to investigate these petitioned roads and determine if they meet the established standards and criteria for addition to the State Maintenance System.

NOW, THEREFORE BE IT RESOLVED by the County Commissioners of the County of Cabarrus that the Division of Highways is hereby requested to process all road additions without approval of the Board of County Commissioners.

ADOPTED this the 16th day of July, 2024.

CABARRUS COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Stephen M. Morris, Chair

ATTEST:

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

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 1, 2024  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Tax Administration - Tax Collector's Annual Settlement and Order Authorizing Collection of FY 2024-2025 Taxes

### **BRIEF SUMMARY:**

The Tax Collector is required by NCGS 105-373 to give an annual settlement on current and delinquent taxes to the governing body for review and approval. The settlement report for fiscal year 2023-2024 is attached. This report contains real and personal taxes that remain unpaid for the fiscal year. These lists are recharged to the Tax Collector for collection. Also attached is the Order to Collect to be executed by the Chairman of the Board of County Commissioners authorizing the Tax Collector to collect all FY 2024-2025 property taxes.

### **REQUESTED ACTION:**

Recommended Motion for Regular Meeting:

Motion to accept the Tax Collector's annual settlement and approve the Order to Collect in accordance with NCGS 105-321.

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

5 Minutes

### **SUBMITTED BY:**

David Thrift, Tax Administrator

### **BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- 2024 Order to Collect

ORDER OF THE BOARD OF COUNTY COMMISSIONERS

IN ACCORDANCE WITH N.C.G.S. 105-321

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To: M David Thrift  
Tax Administrator, Cabarrus County

You are hereby authorized, empowered, and commanded to collect the 2024 property taxes filed in the office of the Cabarrus County Tax Assessor, and in the receipts herewith delivered to you, in the amounts and from the taxpayers likewise set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Cabarrus, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayer, for and on account thereof, in accordance with the law.

Witness my hand and official seal, this 15<sup>th</sup> day of July 2024.

---

Stephen M Morris, Chairman  
Cabarrus County Board of Commissioners

Attest:

---

Lauren Linker, Clerk to the Board

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 1, 2024  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

County Manager - Energy Temporary Construction Easement Request

### **BRIEF SUMMARY:**

Dominion Energy has requested a temporary construction easement along Deal Street. This property is part of the Concord Senior Center property. This request is to allow the workers to get out of the street while working. They are offering \$500 in exchange for the temporary easement. It will not impact operations.

### **REQUESTED ACTION:**

Recommended Motion for Regular Meeting:

Motion to approve a temporary easement after review and revision by the county attorney.

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

5 Minutes

### **SUBMITTED BY:**

Kelly Sifford, AICP  
Assistant County Manager

### **BUDGET AMENDMENT REQUIRED:**

No

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

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## **ATTACHMENTS:**

- ▣ Easement agreement
- ▣ Information sheet



**EASEMENT**

Prepared By:  
Dominion Energy North Carolina  
Return To:  
Dominion Energy North Carolina  
Attn: Warren Dumford  
800-A Gaston Rd. Bldg A  
Gastonia, NC 28056

Line No.	<u>806.000</u>
Parcel No.	<u>5630 38 5838 0000</u>
R/W No.	<u>                  </u>
Project No.	<u>P70297</u>

STATE OF NORTH CAROLINA  
COUNTY OF **CABARRUS**

Know all men by these presents that for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to **CABARRUS COUNTY, A BODY POLITIC AND POLITICAL SUBDIVISION OF THE STATE OF NORTH CAROLINA** ("**Grantor**," whether one or more), the receipt of which is hereby acknowledged, Grantor hereby conveys unto **PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED, a South Carolina corporation d/b/a DOMINION ENERGY NORTH CAROLINA, ("Grantee")**, and its successors and assigns, certain easement(s) and right(s) of way under, upon, over, through, and across the property situated in the County of Cabarrus, North Carolina, as more particularly described in the instrument recorded in Book 726, Page 225, Cabarrus County Registry (the "**Grantor's Land**"), and as shown on the survey attached hereto as **Exhibit A** and incorporated herein by reference (the "**Survey**").

**Temporary Construction Easement.** A temporary easement for the purpose of construction, use, maintenance and repair of said gas pipeline equipment (the "**Utilities**") and also to park equipment and store materials within the area depicted as "**TCE Area**" on **Exhibit A** attached hereto. No permanent installation will be made within the TCE Area, and all materials and improvements placed by DENC within the TCE Area shall be and remain the property of DENC and shall be removed upon completion of the project. Upon completion of the project, DENC shall be responsible for the repair of any damages caused by DENC, its successors and assigns, and shall restore and level the surface of the TCE Area to, as nearly as can reasonably be done, the same condition as prior to any such operations so that there shall not be any permanent mounds, ridges, sinks, or trenches. Nothing herein shall obligate DENC to replace any trees or vegetation removed from the Temporary Construction Easement Areas. The temporary construction easement may be used by the Grantee, its employees, representatives, agents and contractors in connection with the initial construction of the gas pipeline or lines, and the subsequent maintenance of the same during the construction period.

For purposes of this Easement, the term "**Easements**" shall refer collectively to all easements described below and as depicted on the Survey and the term "**Easement Areas**" shall refer collectively to all the easement areas described below and as depicted on the Survey.

**DENC's Use.** DENC shall have all rights necessary and convenient for exercising the rights granted herein, including, but not limited to: (1) reasonable access across the Grantor's Land to and from the Easement Area, (2) use of the North Carolina Department of Transportation right-of-way and/or easement area shown on the attached **Exhibit A** for construction, maintenance, and repair of the natural gas pipeline, and (3) the right, but not the obligation, to clear and keep the Easement Areas cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage), buildings, structures, installations, and any other obstructions which unreasonably interfere with the rights granted herein (collectively, "**Obstructions**"). In exercising the right of ingress and egress outside of the Easement Area granted herein, DENC shall use its best efforts to cause the least practicable interference with Grantor's use of Grantor's Land and use existing roads and driveways to the extent reasonably practicable. Some or all of the natural gas pipelines and appurtenant facilities (collectively, as described and permitted in the Easements granted herein, the "**Facilities**") may be installed now and/or in the future. All Facilities shall be and remain the property of DENC and may be removed by it at any time and from time to time. DENC shall comply with all applicable federal, state, and local laws, ordinances, and regulations in exercising the rights granted herein.

DENC, its successors and assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this Easement, or any rights granted herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of Piedmont, for the uses and purposes expressly stated herein. This Easement shall run with the land and inure to the benefit of and be binding upon Grantor, DENC and their respective heirs, successors and assigns.

**Damages.** DENC shall be responsible for actual physical damage to (1) the land within Grantor's Land and Easement Areas and (2) improvements and annual crops located on Grantor's Land that are not in violation of the terms hereof, to the extent caused by DENC in exercising the rights granted herein, provided that a claim is made by Grantor within sixty (60) days after such damages are sustained. DENC shall restore and level the surface of the Easement Areas

to a condition which is reasonably close to the condition existing immediately prior to DENC's use of the Easement Area, excepting those permanent alterations which may be permitted in connection with each Easement Area above, if any, and earthen water bars to prevent erosion. DENC shall not be liable for any damage caused to Obstructions or improvements installed in violation of the terms hereof and may remove them at Grantor's expense without Grantor's prior approval or permission.

**Grantor's Reservation of Rights.** Grantor reserves the right to use the Grantor's Land and Easement Areas for all purposes that do not unreasonably interfere with the rights granted herein and that are not inconsistent with the rules and regulations of the North Carolina Utilities Commission, or any applicable federal, state, or local law, rule, or regulation. Grantor shall obtain written approval from Grantee prior to making any change in use of the Easement Areas, which approval shall not be unreasonably withheld, conditioned, or delayed. Anything to the contrary herein notwithstanding, Grantor shall not: (1) unreasonably interfere with Grantee's access to or maintenance of the Facilities or the Easement Areas; (2) endanger the safety of Grantor, Grantee, the general public, private or personal property, or the Facilities; or (3) install or maintain, or permit to be installed or maintained, any Obstructions within the Easement Areas except as approved in writing by Grantee.

**No Waiver or Additional Representations.** The failure by DENC to exercise and/or enforce any of the rights, privileges, and Easements herein described shall not be construed as a waiver or abandonment of any such rights, privileges and Easements, and DENC thereafter may exercise and/or enforce, at any time and from time to time, any or all of them. It is understood and acknowledged by Grantor that only terms expressly stated herein will be binding on DENC.

**Ownership of Grantor's Land.** To have and to hold said Easement unto DENC, its successors and assigns and Grantor, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DENC that Grantor is lawfully seized of Grantor's Land and the Easement Area in fee and has the right to convey said rights and Easement and that Grantor will forever warrant and forever defend the title to said rights and Easement against the lawful claims of all persons whomsoever. The individuals signing this Easement personally warrant that they have the right and power to enter into this Easement, to grant the rights granted under this Easement, and to undertake the obligations described in this Easement.

It is understood and acknowledged by the undersigned that the person securing this grant on behalf of DENC is without authority to make any agreement with regard to the subject matter hereof, which is not expressed herein, and that no such agreement will be binding on DENC.

[signature page follows]

IN WITNESS WHEREOF, this EASEMENT is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CABARRUS COUNTY:**

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, \_\_\_\_\_, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he (or she) is \_\_\_\_\_ of Cabarrus County, and that he (or she), in such capacity, being authorized to do so, executed the foregoing Easement on behalf of the county.

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

[NOTARY SEAL]

\_\_\_\_\_  
Sign  
\_\_\_\_\_  
Print

My commission expires: \_\_\_\_\_

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

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, \_\_\_\_\_, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he (or she) is \_\_\_\_\_ of Cabarrus County, and that he (or she), in such capacity, being authorized to do so, executed the foregoing Easement on behalf of the county.

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

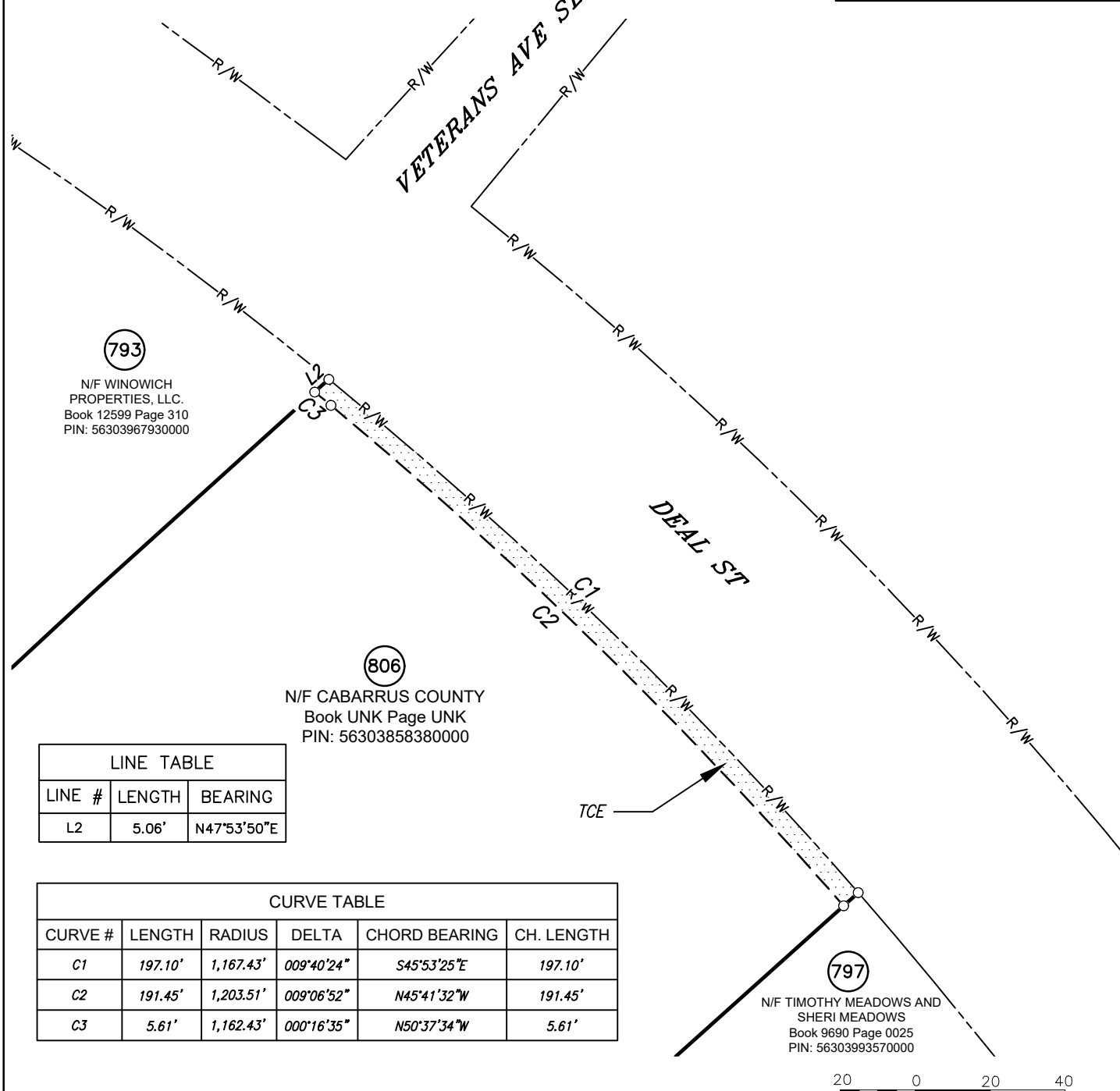
[NOTARY SEAL]

\_\_\_\_\_  
Sign  
\_\_\_\_\_  
Print

My commission expires: \_\_\_\_\_

<b>AREA TABLE</b>			<h1>EXHIBIT A</h1>
<b>EASEMENT TYPE</b>	<b>ACRES</b>	<b>SQ. FT.</b>	
TCE	0.024	1028	THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

NORTH CAROLINA STATE GRID NORTH NAD83 (2011)



LINE TABLE		
LINE #	LENGTH	BEARING
L2	5.06'	N47°53'50"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CH. LENGTH
C1	197.10'	1,167.43'	009°40'24"	S45°53'25"E	197.10'
C2	191.45'	1,203.51'	009°06'52"	N45°41'32"W	191.45'
C3	5.61'	1,162.43'	000°16'35"	N50°37'34"W	5.61'



**LEGEND**

○ COMPUTED POINT (NOT SET)	SUBJECT PARCEL
PE PERMANENT EASEMENT	SUBJECT EASEMENT
TCE TEMPORARY CONSTRUCTION EASEMENT	STREET RIGHT OF WAY
POC POINT OF COMMENCEMENT	ADJACENT PARCEL
POB POINT OF BEGINNING	EXISTING EASEMENT
R/W RIGHT OF WAY	TIE LINE
N/F NOW OR FORMERLY	

- NOTES**
1. AREA BY COORDINATE COMPUTATION METHOD.
  2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN US SURVEY FEET.
  3. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
  4. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS FIELD SURVEY.

 <small>SGC SURVEYING NC, PLLC 156B RACEWAY DRIVE MOORESVILLE, NC 28117 PHONE: (800)-581-4031</small>	<b>DOMINION ENERGY EASEMENT EXHIBIT</b>		  DOMINION ENERGY NORTH CAROLINA, INC. 800 GASTON ROAD, BUILDING "A" GASTONIA, NC 28056 TELEPHONE NO. (980)402-5349
	EASEMENT ACROSS THE LAND OF <b>CABARRUS COUNTY</b> 331 CORBAN AVE SE CONCORD NC 28025 CONCORD CABARRUS COUNTY, NORTH CAROLINA		
REVISION	DATE: 11/08/2023 DRAWN BY: KEK CHECK BY: JLS	SCALE: 1"=40' DEED: UNKNOWN PAGE: REFERENCE	
1 OF 1	TRACT 806		

**PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INC.  
d/b/a DOMINION ENERGY (DENC)**

**Total Compensation for Permanent Easement, Temporary Workspace,  
Multiple Line Rights and Damages**

Name: Cabarrus County

Property Address: 331 Corban Ave. SE  
Concord, NC 28026

Mailing Address: PO Box 707  
Concord, NC 28025

Phone: \_\_\_\_\_

<b>Line No.</b>	806.00
<b>Project</b>	<b>P70297</b>
<b>Work Order(s)</b>	
<b>Resource Code</b>	
<b>Check No.</b>	
<b>Issue Date</b>	/ /

1. Permanent Easement: \$ \_\_\_\_\_

2. Temporary Workspace: \$ 500.00

3. Multiple Line Rights: \$ \_\_\_\_\_

4. Damages: (List type, i.e. timber, crops, landscaping, etc.)

a. In Permanent Easement Area:

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

b. In Temporary Workspace Area:

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**Total Damage Payment:** \$ \_\_\_\_\_

<b>TOTAL COMPENSATION:</b>	<b>\$ 500.00</b>
----------------------------	------------------

\_\_\_\_\_  
Landowner's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landowner's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
DOMINION ENERGY Land Agent Signature

\_\_\_\_\_  
Date

Project Name: M71 Alice Pipeline

Tract No: 806.00

**PROPERTY INFORMATION FORM**

**PRIMARY CONTACT**

Name <b>Cabarrus County</b>				
Street Address <b>331 Corban Avenue SE</b>		City <b>Concord</b>	State <b>NC</b>	Zip <b>28026</b>
Home Phone	Work Phone	Cellular	Fax	
Best Time to Call		Email Address		

**TENANT/LESSEE**

**Residential Tenant**     **Life Estate**     **Cash Tenant (farming)**     **Share Crop**     **Hunting Lease**

Name				
Street Address		City	State	Zip
Home Phone	Work Phone	Cellular	Fax	
Best Time to Call		Email Address		

**PROPERTY Restrictions/Conditions**

<b>PARKING:</b> List any areas where our parking is restricted or not permitted.
<b>GATE ACCESS:</b> Provide instructions for gaining access if there are locked gates
<b>ANIMALS:</b> Describe any special instructions or precautions regarding free-roaming pets or animals on the property
<b>AGRICULTURE:</b> List crops currently planted (if any) and approximate timing when they would be harvested
<b>HUNTING:</b> permitted or restricted List or specify days of the week and times when hunters are typically present

**PROPERTY FEATURES WITHIN STUDY CORRIDOR**

*Check any that apply and attach a map or sketch if available*

<input type="checkbox"/>	Residence (note location below)	<input type="checkbox"/>	Outbuildings
<input type="checkbox"/>	Water Channels	<input type="checkbox"/>	Gardens
<input type="checkbox"/>	Open Ditches	<input type="checkbox"/>	Landscaping
<input type="checkbox"/>	Water Wells *	<input type="checkbox"/>	Concrete Driveway
<input type="checkbox"/>	Springs	<input type="checkbox"/>	Asphalt Driveway
<input type="checkbox"/>	Diversion Terraces	<input type="checkbox"/>	Gravel Driveway
<input type="checkbox"/>	Drain Tile (existing)	<input type="checkbox"/>	Other Driveway or Private Road
<input type="checkbox"/>	Drain Tile (proposed)	<input type="checkbox"/>	Septic System
<input type="checkbox"/>	Other Drainage System	<input type="checkbox"/>	Buried Electric Lines
<input type="checkbox"/>	Permanent Irrigation System or Sprinkler System	<input type="checkbox"/>	Buried Phone Lines
<input type="checkbox"/>	Land in CRP (Conservation Reserve Program)	<input type="checkbox"/>	Buried Gas Lines
<input type="checkbox"/>	Land in WRP (Wetlands Reserve Program)	<input type="checkbox"/>	Buried Fiber Optic or Cable Lines
<input type="checkbox"/>	Dedicated Public Land	<input type="checkbox"/>	Buried Water Lines
<input type="checkbox"/>	Pivot or Irrigation Systems (specify below)	<input type="checkbox"/>	Other planned improvements (explain below)
<input type="checkbox"/>	Fences	<input type="checkbox"/>	Sinkholes

*\*Provide well information for all water wells within 150' of the edge of the environmental clearance area and describe below (i.e., domestic, livestock, municipal, private, active, inactive, cased, uncased, etc.)*

**COMMENTS AND NOTIFICATION INSTRUCTIONS (if any):**

Landowner's Name:	Signature:	Date:
Landowner's Name:	Signature:	Date:
Completed by (ROW representative):	Date:	

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<b>1</b>	<b>Name of entity/individual.</b> An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b>	<b>Business name/disregarded entity name, if different from above.</b>	
	<b>3a</b>	<b>Check the appropriate box</b> for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4 Exemptions</b> (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	<b>5</b>	<b>Address</b> (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b>	<b>City, state, and ZIP code</b>	
	<b>7</b>	List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<b>Signature of U.S. person</b>	<b>Date</b>
------------------	---------------------------------	-------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



# KANNAPOLIS TO CONCORD SYSTEM EXPANSION PROJECT



## PROJECT DESCRIPTION

As a result of increasing demand for natural gas in the area, Dominion Energy will expand its system by installing a natural gas pipeline from Enochville to Concord beginning in the summer of 2024. Once in-service, the pipeline will provide the additional natural gas supply and system flexibility needed to deliver safe and reliable service to homes and businesses as this area continues to grow. To minimize impacts to the community and environment, the pipeline will be built along predominantly existing rights-of-way.

## FAQS

### Q: Will work impact traffic?

A: As construction will occur mainly on road shoulders, there will be some traffic disruptions on several sections along the route. Traffic control specialists and devices will be present to help motorists travel safely in the areas impacted.

### Q: What are the environmental impacts?

A: Dominion Energy is committed to being a good steward of the environment and following all permit specifications. Building the pipeline along existing rights-of-way helps reduce environmental impacts.

### Q: Will natural gas be available after the completion of the project?

A: Those interested in natural gas service for their home or business can contact Jeff Sellers at 704-574-3120.

## PROPOSED PROJECT TIMELINE

**2022-2023:** Final design and permitting

**2024:** Rowan County phase of construction

**2024-2025:** Cabarrus County phase of construction

**2025:** In-service, clean-up and restoration



### Safety

Monitored 24 hours a day, 7 days a week, using sophisticated computer and telecommunications equipment at Dominion Energy's gas control centers.



### Reliability

Natural gas reliability during the coldest days.



### Economic Benefits

Supports residential, commercial and industrial growth.

## LEARN MORE

**WEBSITE:** [DominionEnergy.com/GasProjects](https://www.dominionenergy.com/GasProjects) and select "Kannapolis to Concord System Expansion Project"

**PROJECT TEAM:**  
704-834-7933

## ABOUT DOMINION ENERGY

About 7 million customers in 15 states energize their homes and businesses with electricity or natural gas from Dominion Energy (NYSE: D), headquartered in Richmond, Va. The company is committed to safely providing reliable, affordable and sustainable energy and to achieving net-zero emissions by 2050. Please visit **DominionEnergy.com** to learn more.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 1, 2024  
4:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

County Manager - Opioid Settlement Strategic Funding Plan Resolution

**BRIEF SUMMARY:**

Resolution related to the strategies outlined in the opioid strategic funding plan approved by the Board in June 2024.

**REQUESTED ACTION:**

Recommended Motion for Regular Meeting:

Motion to adopt the resolution.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Aalece Pugh, Assistant County Manager

**BUDGET AMENDMENT REQUIRED:**

Yes

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

---

**ATTACHMENTS:**

## ▣ Resolution



**A RESOLUTION BY THE COUNTY OF CABARRUS  
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

**WHEREAS** Cabarrus County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

**WHEREAS** the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”) and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”);

**WHEREAS** Cabarrus County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

**WHEREAS** section E.6 of the MOA states:

E.6. Process for drawing from special revenue funds.

- a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
- b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

**WHEREAS**, Cabarrus County developed an Opioid Settlement Spending Plan with funding recommendations based on a collaborative strategic planning process, which included months of conversations and planning that engaged key stakeholders in meaningful discussions to inform the strategies reflected in this document. This process created the opportunity to hear from these stakeholders and access the full scope of strategies made available under Option B of the MOA. The strategic planning process was led by the community response team (CRT),

which included members of the County Manager's Office, Emergency Services Department, and Sheriff's Office, as well as one member from the Board of Commissioners. The full strategic plan is available in a separate document.

**NOW, THEREFORE BE IT RESOLVED**, in alignment with the NC MOA, Cabarrus County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized

- a. Name of strategy: Collaborative Strategic Planning
- b. Strategies included in Exhibit A
- c. Item letter and/or number in Exhibit A to the MOA: 1
- d. Amount authorized for this strategy: \$ 288,522
- e. Period of time during which expenditure may take place:  
Start date of July 1, 2024 through end date of June 30, 2029
- f. Description of the program, project, or activity: Provide resources to staff government oversight and management of opioid abatement programs; funding will be used to Hire/re-assign County staff to oversee, manage, and support opioid abatement programs.

2. Second strategy authorized

- a. Name of strategy: Evidence Based Addiction Treatment
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A to the MOA: Item 2
- d. Amount authorized for this strategy: \$930,000
- e. Period of time during which expenditure may take place:  
Start date of July 1, 2024 through end date of June 30, 2029
- f. Description of the program, project, or activity:

Treating OUD via medication assisted treatment (MAT) is central to addressing the impacts of the opioid crisis. Alongside evidence-based behavioral therapies, MAT is seen by many as the gold standard for treatment. Funding will be utilized for the following:

- To expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the US Food and Drug Administration
- To support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

3. Third strategy authorized

- a. Name of strategy: Recovery Support Services
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A to the MOA: Item 3
- d. Amount authorized for this strategy: \$296,000
- e. Period of time during which expenditure may take place:  
Start date of July 1, 2024 through end date of June 30, 2029
- f. Description of the program, project, or activity:

Supporting people in treatment for and recovering from OUD includes the use of evidence-based or evidence-informed programs or strategies. The Substance Abuse and Mental Health Services Administration (SAMHSA) has defined recovery as “a process of change through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential.” Recovery should be developed based on an individual’s strengths, talents, coping abilities, resources, and personal values. In the recovery process, individuals should be supported by their community, peers, friends, and family members. Peer support specialists have found success in navigating their own recovery process and providing supports to individuals in recovery within the communities where they reside. In addition to peer support, care navigators support linkages to care and harm reduction services.

Funding will be used to provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

4. Fourth strategy authorized

- a. Name of strategy: Early Intervention
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A to the MOA: Item 6
- d. Amount authorized for this strategy: \$874,416
- e. Period of time during which expenditure may take place:  
Start date of July 1, 2024 through end date of June 30, 2029
- f. Description of the program, project, or activity:

- Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- Create and/or support recovery high schools

5. Fifth strategy authorized

- a. Name of strategy: Prevent Overdose Deaths and Other Harms (Harm Reduction)
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A to the MOA: Item 7
- d. Amount authorized for this strategy: \$509,500
- e. Period of time during which expenditure may take place:  
Start date of May 17, 2023 through end date of June 30, 2025
- f. Description of the program, project, or activity:

Funding will be utilized for the following:

- Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators, outreach workers, persons being released from jail or prison, or other members of the general public.

- Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

6. Sixth strategy authorized

- Name of strategy: Addiction Treatment for Incarcerated Persons
- Strategy is included in Exhibit A
- Item letter and/or number in Exhibit A to the MOA: Item 11
- Amount authorized for this strategy: \$665,925
- Period of time during which expenditure may take place:  
Start date of July 1, 2024 through end date of June 30, 2029
- Description of the program, project, or activity:

Funding will be utilized for the following:

- Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
- Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

7. Seventh strategy authorized

- Name of strategy: Reentry Programs
- Strategy is included in Exhibit A
- Item letter and/or number in Exhibit A to the MOA: Item 12
- Amount authorized for this strategy: \$559,165
- Period of time during which expenditure may take place:  
Start date of July 1, 2024 through end date of June 30, 2029
- Description of the program, project, or activity: Funding will be utilized to provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

8. Eighth strategy authorized

- Name of strategy: Connect People Who Need Help to the Help They Need
- Strategy is included in Exhibit B
- Item letter and/or number in Exhibit B to the MOA: Item C
- Amount authorized for this strategy: \$702,748
- Period of time during which expenditure may take place:  
Start date of July 1, 2024 through end date of June 30, 2029
- Description of the program, project, or activity: Funding will be used to provide counseling, peer-support, recovery case management and residential treatment with

access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

9. Ninth strategy authorized

- a. Name of strategy: Address the Needs of Pregnant or Parenting Women and Their Families
- b. Strategy is included in Exhibit B
- c. Item letter and/or number in Exhibit B to the MOA: Item E
- d. Amount authorized for this strategy: \$1,840,375
- e. Period of time during which expenditure may take place:  
Start date of July 1, 2024 through end date of June 30, 2029
- f. Description of the program, project, or activity:

Funding will be utilized for the following:

- Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome
- Provide enhanced support for children and family members suffering trauma as a result of addiction in the family and offer trauma-informed behavioral health treatment for adverse childhood events.

The total dollar amount of the requests outlined above named is \$6,666,651.00.

Adopted this the 16<sup>th</sup> day of July 2024.

---

Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

ATTEST:

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Lauren Linker, Clerk to the Board





# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 1, 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 June:

#### Planning and Zoning Commission:

There are multiple Planning and Zoning Commission Members that have terms expiring in August of this year. Each of the members is eligible for reappointment.

The Recommendations Committee respectfully requests that the following appointments be considered by the Board of Commissioners:

Reappoint Mr. Michael Bywaletz as the regular member for the Midland Area, Mr. Adam Dagenhart as the regular member for the Mount Pleasant Area, both have terms expiring August 31, 2024.

Ms. Holly Edwards current appointment as the Concord Area representative ends August 31, 2024. She will no longer be able to represent the Concord Area. She will need to be moved to Ms. Ingrid Nurse's Alternate At- Large position immediately to fill an unexpired term ending August 31, 2026. Ms. Ingrid Nurse will need to be appointed immediately as the as the regular member for the Concord Area to fill an unexpired term ending August 31, 2024 along with a new three-year term ending August 31, 2027.

Reappoint Mr. Mohammed Idlibi as an At-Large Alternate Member. Mr. Idlibi is a resident of the Harrisburg Area. His term expires on August 31, 2024.

Mr. David Hudspeth as an At-Large Alternate Member. He does not wish to be reappointed.

Region F Aging Advisory Committee:

Jean Chandler serves on the Region F Aging Advisory Committee (RFAAC) and her term expired June 30, 2024. It is recommended that Ms. Chandler be reappointed to the Region F Aging Advisory Committee to serve another term.

Early Childhood Task Force Advisory Board:

Request to remove Marcella Beam and Jessica Grant from the Early Childhood Task Force Advisory Board as they are no longer active members.

**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

**July 1, 2024  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

BOC - NCACC County Legislative Goals

### **BRIEF SUMMARY:**

Every two years, North Carolina Association of County Commissioners (NCACC) members engage in a process to determine the legislative goals that are in the best interest of counties. The NCACC goals-setting process begins in August of even-numbered years and consists of five stages: beginning with the solicitation of county proposals and ending with the adoption of the legislative agenda at the Legislative Goals Conference.

The submission deadline for legislative goals is August 23, 2024 and goals submitted by or before the deadline will be referred to a steering committee for review and consideration.

### **REQUESTED ACTION:**

Receive input.

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

10 Minutes

### **SUBMITTED BY:**

Lauren Linker, Clerk to the Board

### **BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- ▣ Handbook
- ▣ 2022-2023 Legislative Goals
- ▣ 2024-25 Legislative Goals

# Legislative Goals Handbook

Spring 2024



# The NCACC Legislative Goals Process

## Mission Statement

The Association’s Legislative Goals process is thoughtful, deliberative, inclusive, and fair. The investment of time and energy, and value of full discourse, strengthens our Association as we advocate for counties. The process is designed to create an informed grassroots organization and to build a cohesiveness of purpose within the organization that, in turn, grants a degree of credibility to the Association. All counties and all county officials are invited and encouraged to participate in the Legislative Goals process.

## Contents

This handbook is intended to offer the reader an overview and guidance about the rules and processes used to develop the legislative agenda of the North Carolina Association of County Commissioners. Information is presented in a format that tracks the chronological course of action for the goals adoption process.

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# Background & 2024-2025 Timeline

Every two years, in the months preceding a long session of the General Assembly, the North Carolina Association of County Commissioners engages in a process to determine the legislative goals it should pursue in the best interest of the counties. The process is thorough, deliberative, and time intensive. It is designed to allow for input from as many county commissioners, county officials and stakeholders as possible. By maximizing participation from so many of the organization’s members, it is possible to reach agreement on goals that are important to all members of this diverse organization.

NCACC goals-setting process begins in May of each even-numbered year and consists of five stages. These stages are described in detail in this handbook.

Below is the timeline for the 2024 legislative goals process:

Legislative Goals Process Timeline	
When	What
May-September	Submission of county goal proposals
Mid-September	Review and voting of goal proposals and Guiding Principles by Steering Committees
October	Legislative Goals Committee reviews Steering Committee recommendations, approves Core Values and package of goals for Board of Directors  Board of Directors finalizes package to be presented to full membership
November 14-15	Membership adopts goals at Legislative Goals Conference



# Stage 1 – Seeking Goal Proposals

The Association’s goals-setting process begins with an effort to solicit proposals that members think should be part of the county legislative agenda for the upcoming legislative biennium. The Association solicits proposals from county boards of commissioners. Suggested goals can be submitted by:

- Adopted resolutions from full boards,
- A letter from Board Chairs on behalf of the full boards,
- A letter from the president of an affiliate and related county organizations (which are groups of county officials/staff organized by function)

Affiliate Organizations include but are not limited to:

- Association of North Carolina Boards of Health
- N.C. Association of Assessing Officers
- N.C. Association of County Boards of Social Services
- N.C. Association of County Attorneys
- N.C. Association of County Clerks to the Board
- N.C. Association of County Directors of Social Services
- N.C. Government Finance Officers Association
- N.C. Association of Emergency Medical Services Administrators
- N.C. Association of Local Health Directors
- N.C. Association of Registers of Deeds
- N.C. Tax Collectors’ Association

The Association casts a wide net to encourage inclusiveness and full membership participation. Discussion and action on proposed goals by full boards of commissioners is requested because this interaction contributes to the deliberative process and builds consensus.

Goal proposals must be submitted via the NCACC online form. Proposals should be in the form of a policy statement and include background information on the impetus of the proposal.

## **Stage 2 – Steering Committee Appointment Structure**

NCACC's seven Steering Committees assist the Board of Directors in setting policy for the Association in the areas of Agriculture, Environment, General Government, Health and Human Services, Justice and Public Safety, Public Education, and Tax and Finance. Each year, the NCACC President appoints committee chairs to lead and represent each Steering Committee on the Board of Directors. The Steering Committees review guiding principles and legislative goals proposals from each of the respective subject areas set forth by the Association.

Steering Committee membership is done through a nomination process and ultimately appointed by the Association President. Membership is limited to county commissioners; county staff and affiliates can participate in steering committees as non-voting attendees.

Nominations for Steering Committees open in the summer and appointments are made in early September. Members can be self-nominated or nominated by someone else. The goal of this committee structure is to identify a group of dedicated county commissioners who are eager to become subject matter experts in a policy issue area and can strategically advise the Association on the development of the legislative agenda.

## Stage 3 – Steering Committee Review

The Steering Committee review of guiding principles and goal proposals is the first step in the legislative goals development process. The Association has seven Steering Committees, organized by subject matter. These are permanent, standing committees.

The guiding principles are general declaration of ongoing positions that give guidance on broad policy objectives, such as “no mandates without funding.” These statements also guide the staff in dealing with unanticipated issues that arise in the legislative context or that affect the counties in other ways, as with proposed administrative rules and regulations or state agency policies. The Steering Committee will review these as the first step of the legislative goals process prior to reviewing specific goals proposals.

Proposed goals are sorted according to subject matter by NCACC staff and referred to the appropriate Steering Committees for review. Steering Committees may hear from county officials who submit goal proposals and may review staff research and analysis. The participation of county staff on Steering Committees provides professional expertise that can be critically important when Steering Committees deliberate. Prior to the meeting of Steering Committees, NCACC staff may consolidate similar proposals and put forth proposed language for consideration.

Though staff expertise is critical, particularly at this early stage, it is ultimately elected county commissioners who will decide the legislative goals package as the goals-setting process moves forward. The committees are empowered to develop their own suggested goals, as needed. Each committee submits its proposed goals to the Legislative Goals Committee.

During the goal-setting process the Steering Committee members are asked to make specific recommendations and take action on each submitted goal. Committee actions include:

- Favorable — A goal is approved to send to the Legislative Goals Committee for further discussion and consideration.
- Amend — The committee may revise or amend a proposal. Amendments and revisions shall be relevant to the originally proposed goal. The Chair shall decide any question of relevancy to the original goal.
- Unfavorable — The committee declines to send the goal forward.
- Needs Further Study — The committee has insufficient information to make an informed decision, and the goal will not move forward in legislative goals process.

Motions can be made by any county commissioner present and voting. Seconds are not required for motions. Only county commissioners present at the meeting may vote.

At the direction of the Chair, staff may be asked to propose alternate language to approved or proposed goals and bring them for consideration at the next step of the process.

## Process for Motions

Motions must be approved by a two-thirds majority of members present. Only county commissioners present at the meeting may vote.

Should any motion receive two-thirds majority vote, the motion carries. Should a motion fail to receive two-thirds, the following process should be followed:

- Should a favorable motion fail to receive two-thirds majority vote, the goal will not move forward.
- An unfavorable motion only requires a simple majority to pass.
- Should an amendment motion fail to receive two-thirds, the original goal shall remain on the floor.
- Should a needs further study motion fail to receive two-thirds, the goal shall remain on the floor.

## **Stage 4 – Legislative Goals Committee**

The Legislative Goals Committee is a non-standing committee. The committee membership is traditionally no more than 35 members. Members and the President may make nominations to the committee with final appointments made by the President. Members may nominate others or themselves.

The committee is newly appointed every two years and meets as needed. Members are selected to ensure balance with respect to political affiliation, county population, race, and gender to accurately reflect the diversity of Association membership. Two co-chairs, a Republican and a Democrat, are appointed by the NCACC President to lead the Legislative Goals Committee.

The members of the Legislative Goals Committee include:

- Legislative Goals Committee Chairs
- Steering Committee Chairs
- NCACC Board of Trustees Chair or their designee
- An elected commissioner from each of the Association’s 18 districts
- Other members as appointed by the President.

The Legislative Goals Committee reviews the recommendations of the Steering Committees. Steering Committee chairs present their committees’ recommendations and relay to the committee discussion regarding each proposal. The committee may also review research and analysis related to the proposals provided by NCACC staff. Goals presented to the Legislative Goals Committee will be considered individually.

The Legislative Goals Committee may and is encouraged to narrow the list of proposals. It also reconciles conflicts or duplication between Steering Committee recommendations. Possible motions for the committee:

- Favorable – A goal is approved to send to the Legislative Goals Committee for further discussion and consideration.
- Amend – The committee may revise or amend a proposal. Amendments and revisions shall be relevant to the originally proposed goal. The Chair shall decide any question of relevancy to the original goal.
- Unfavorable – The committee declines to send the goal forward.
- Needs Further Study – The committee has insufficient information to make an informed decision, and the goal will not move forward in the legislative goals process.

The proposals and guiding principles are then submitted to the Board of Directors for consideration. Goals forwarded to the Board of Directors must pass the voting thresholds outlined in this handbook.

## **Core Values Statement Review**

The Legislative Goals Committee is also charged with reviewing the Association’s core values statement. This statement provides fundamental policy guidance regarding the Association’s advocacy efforts. The Legislative Goals Committee may review, evaluate, and make suggested changes to periodically update these core values to recognize changing advocacy environments. The committee shall include the core values statement along with its recommendations to the Board of Directors for inclusion in the goals package to be presented to the full membership.

## Stage 5 – Board of Directors

As the Association’s goals-setting process moves forward, the elected county commissioners become more involved in the decision-making process. The Board of Directors is almost exclusively elected commissioners, with the one exception of a non-voting county manager, and the NCACC Executive Director.

At its October meeting, the board reviews the recommendations of the Legislative Goals Committee. As is customary during earlier stages of the process, the board may hear presentations, review research and analysis, and add, delete, or amend proposals to the core values and guiding principles statements. The goals reviewed at the Board of Directors meeting will be presented en bloc by the Legislative Goals Committee Chairs, alternating by committee. Any board member may make a motion to pull a goal from the bloc to review individually. Motions do not require seconds. The remaining goals in a steering committee bloc will be considered together.

Possible motions:

- Favorable – A goal is approved to send to the Legislative Goals Committee for further discussion and consideration.
- Amend – The committee may revise or amend a proposal. Amendments and revisions shall be relevant to the originally proposed goal. The Chair shall decide any question of relevancy to the original goal.
- Unfavorable – The committee declines to send the goal forward.
- Needs further study – The committee has insufficient information to make an informed decision, and the goal will not move forward in the legislative goals process.

Goal proposals approved by the board must receive a two-thirds majority vote.

The board gives final approval to a package of goal proposals, Association core values, and guiding principles that are to be voted on by the full membership at the Legislative Goals Conference in November. This process provides individual county boards of commissioners’ time and opportunity for a full review prior to the conference.

## Stage 6 – Legislative Goals Conference

The final stage of the Association’s Legislative Goals process is the Legislative Goals Conference, to which all Association members are invited. Historically, more than 85 counties have been represented. The goals conference is conducted according to rules designed to encourage member participation and consensus.

### Goals Voting Process and Procedures

- *Prior to the Conference:*
  - NCACC staff coordinate with the President, the Legislative Goals Committee Chairs, and the parliamentarian to review the voting process and procedures.
  - Every member county appoints a voting delegate. A letter requesting notification of the county’s voting delegate shall be sent from the Association to each county.
  
- *During the Conference:*
  - Voting delegates register to obtain appropriate voting credentials.
  - Every county in attendance has one vote. The voting delegate can be any county official, including non-elected officials, and a county may choose an alternate. No proxies are allowed.
  - Goals are presented individually by each Steering Committee subject category. Goals Committee Chairs present the goals to the membership. The Association President or presiding officer is responsible for action.
  - All motions will be ruled on by the Association President or presiding officer.
  - Seconds are not required.
  - The President of the North Carolina Association of County Commissioners will appoint a parliamentarian for the conference.
  - Two-thirds majority votes are required to approve or amend the proposed goals.
  - Following approval of the goal proposals, members will be asked to select five priority goals. These represent goal proposals that address the most critical need of counties.
  - Pursuant to Article VIII, Section Three of the NCACC Constitution, the latest edition of Robert’s Rules of Order shall be the parliamentary authority on questions not covered by the Constitution or by this handbook.
  
- *Bringing New Proposals to the Floor*
  - Any voting delegate may submit a new goal proposal for consideration that has not previously been considered during the process. New goal submissions must be submitted by the stated deadline at the conference.
  - The Presiding Officer, in consultation with the Legislative Goals Co-Chairs, will determine eligibility of new goals for consideration.
  - Any proposal for eligible new goals to be considered may be brought to the floor with two-thirds vote.
  - All motions will be ruled on by the Association President or presiding officer.

## **Conclusion**

All goals and policies approved at the Legislative Goals Conference are included in the official NCACC legislative agenda. The official document containing the Association’s core values, legislative goals, and guiding principles shall be delivered to all 100 counties and presented to each member of the North Carolina General Assembly, to the Governor, and to other executive branch leaders.

## **Guidance Outside of Legislative Goals Process**

Throughout the legislative biennium, new issues will arise that were not anticipated or considered during the Association’s legislative goals process. The Association Steering Committees have the authority and responsibility to study new issues, to research and analyze the effect or implications of proposed legislation, and to make recommendations to the NCACC Board of Directors. Any such action is communicated on a regular basis to the Association members.

Upon recommendation of the Legislative Goals Committee Chairs, the committee may meet between the legislative long and short sessions to review goal progress and make suggestions to the board related to goal priorities, especially given an ever-changing legislative environment.



# **NCACC Legislative Goals Handbook**

**Spring 2024**

[Click here](#) to learn more about NCACC's Legislative Goals and Reporting.



Cabarrus County Board of Commissioners  
2022-2023 Legislative Goals

Local Option Revenues

1. Provide additional opportunities for local option revenues.
  - A. Flexibility in sales tax revenues.
  - B. Support counties efforts to increase local revenues. When appropriate allow requests to move forward pending local voter approval.
  - C. Authorize all local option revenue sources that have previously been given to other counties.
  - D. Require state administrative offices to provide sales tax information when requested by counties for budgeting purposes.
  - E. Reinstate sales tax exemption for school systems.

Schools

1. Oppose any shift of charter school capital funding to counties.
2. Support the adjustment of local contributions to match the services that charter schools are required to provide.
3. Return proceeds from the North Carolina Education Lottery Funds to their original 40% of the total proceeds going to counties for school capital needs.
4. Reinstate full funding for school growth based Average Daily Membership. (ADM)
5. Support high quality broadband connectivity for all counties.
6. Proposed revisions of the Local Government Commission's financing terms for larger capital projects.

Human Services

1. Revise and make appropriate adjustments to County MOU requirements in the performance measures required by HB630. Future MOUs should contain state performance measures regarding consistency and quality of state supervision that holds the state division accountable with counties.
2. Advocate for increased funding for Adult & Aging Services to support Adult Protective Services and Guardianship. Since 2018, North Carolina has seen an increase in the total number of adults requiring assistance through both DSS guardianship and Adult protective services. The number of guardianship cases appointed to DSS have risen since the NC Mental Health System and Health Departments were removed as Disinterested Public Guardians, leaving local DSS and private/public entities as the only available option NC DHHS/DAAS is proposing to shift state contracted guardianship cases to county DSS'. NC Association of County DSS Directors is proposing that the current people receiving guardianship services through DHHS/DAAS remain with DHHS/DAAS rather than shift these to county DSS'.
3. Foster Care Specialty Plan - One plan could help to develop services throughout the state for all children in foster care under a single network contract. However, statewide capacity is still the major issue for placement needs of high-risk behavior children. Strengths and Needs of the entire system can be measured, reducing equity issues through universally established outcome management. Any new plan must incorporate accountability standards with providers including penalties, ensure providers serve children for whom they are trained and licensed to do so, and incentivize quality performance. Foster and adoptive children needing medical or behavioral services in other parts of the state will have their information available in one system.
4. Advocate for hold harmless provisions and staggered payment plans to control/cap the liability to counties under the Medicaid and NCHC Overpayment recoupment plan which

holds counties financially responsible for the erroneous issuance of Medicaid benefits and Medicaid claims payments resulting when the county DSS takes any action that requires payment of Medicaid claims for an ineligible individual...the Division will recoup from the county any amounts paid relating to deductibles, co-pay, co-insurance, premiums and PML as a result of the erroneous eligibility and/or incorrect calculation of the PML. Adult Medicaid and Long-Term Care cases could result in substantially large paybacks and cause undue hardship on counties with only 60 days to recoup payment. Some counties are opting to purchase liability insurance.

5. Advocate for more Childcare Subsidy funding to support and sustain childcare teacher salaries and incentives for expanding childcare centers in counties to increase capacity.
6. Medicaid Expansion – NC DHHS has indicated they have requested funding for county DSS' for hiring additional staff to handle the expanded Medicaid caseloads. A minimum of 6 months implementation timeline is needed to get staff hired and trained prior to the effective date. Leveraging federal dollars for bridge funding in administrative, technological advances, and spacing needs. We would suggest at minimum the state leverage federal and/or state dollars for five years to entirely or partially cover administrative costs to counties, technological advances, and spacing needs.

#### General Legislation

1. Provide local authority to determine the term of debt issuances, not to exceed the useful life of the proposed asset.
2. Support local citizen involvement by requiring a local referendum prior to legislative actions to change existing procedures for electing county commissioners, ie. creating districts, territories, etc.
3. Study the impact to local government finances of exempting nonprofits from the requirement of paying property taxes and review possible payment in lieu of taxes requirements.
4. Improve the Tier rating system by allowing smaller towns and cities located in Tier Three counties to compete for all available grants by creating split tiered counties.
5. Change North Carolina Rural Center's grant/loan award criteria to more closely match the USDA Rural Development aid requirements – specifically related to prohibition against aid to municipalities in Tier 3 counties.

#### Medicaid

1. Pursue Medicaid reimbursement options for Community Paramedic services.
2. Maintain or increase current levels of Medicaid funding.

#### Board of Elections

1. Support the creation of larger voting districts'
2. Support flexibility for local Boards of Elections to re-organize precincts.
3. Support flexibility for local Boards of Election regarding early voting schedules.

#### Mental Health

1. Request to revisit and reexamine the current North Carolina Certificate of Need (CON) law, which prohibits health care providers, including mental health facilities, from

acquiring, replacing or adding to their facilities without the prior approval of the Department of Health and Human Services. Exploration of the CON law would reveal limitations associated with available services, restrictions based on provider geographic location and the most cost effective and efficient service provisions. By reviewing and making necessary revisions to the CON law, it would allow providers to increase capacity through site expansion, increase bed availability and more adequately meet the needs of residents.

2. Recommend the creation of a Medicaid opt-in program, which would allow residents of North Carolina to choose Medicaid through a pay for premium based system. This recommendation is based on the limitation of commercial insurance services provided in the areas of advanced mental health access.

#### Early Childhood Education

1. Request for additional funding to support early childhood education programs and facilities.

#### Environmental

1. Protect Soil & Water Conservation Grants and/or funding streams per the “2016 Policies, Positions, & Actions Items”.
2. Increase funding
3. Update wastewater capacity calculations.

#### Library System

1. Support legislation to restore state aid funding of public libraries to the pre-2011 level of \$15.7 million and eliminate special provisions that distribute state aid outside of the equitable formula developed by the state library system.
2. Increase funding from the Library Trust Fund to local systems of growing communities.

#### Unfunded Mandates

1. Request Federal and State Legislatures to avoid passing any legislation that results in unfunded mandates for local governments.

## **Cabarrus County Board of Commissioners 2024-2025 State Legislative Goals**

### **Guiding Legislative Principles**

- ✓ Support Greater Flexibility and Funding for Counties.
- ✓ Oppose Unfunded Mandates and Cost Shifts to Counties.

### **Economic Development**

1. Provide public infrastructure funding to support economic development sites.

### **Education**

1. Provide additional revenue to address public school and community college capital needs.
2. Consider legislation to amend or exempt high-growth counties from the class size requirements of NCGS 115C-301 due to lack of school facility space and/or availability of qualified teachers.

### **Environment**

3. Increase funding for acquisition of conservation easements through grant programs and/or state-directed grants.
4. Continue water quality cost share program.

### **Finance**

1. Provide local authority to determine the term length (e.g., 20, 30 or 40 years) for debt issuances, not to exceed the useful life of the asset.
2. Seek legislation allowing the Article 43 one-quarter percent (1/4%) sales tax to be used for education capital expenses and amend the required ballot language to include said use.

### **Health & Human Services**

1. Seek additional funding and preserve block grant funding allocations to increase access to high quality childcare, early childhood education, child welfare services, and adult protective services and guardianship.
2. Provide sufficient and sustained funding to support counties with Medicaid Expansion.
3. Provide additional funding to address mental health and substance use disorder prevention, support, and treatment.

### **Public Safety**

1. Seek legislation to increase the amount paid to county jails by the State to the full cost reimbursement for housing sentenced inmates.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 1, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

BOC - Voting Delegate Designation for NCACC 117th Annual Conference

**BRIEF SUMMARY:**

The NCACC's 117th Annual Conference Business Session will be held in Forsyth County at the Annual Conference with each county entitled to one vote on items that come before the membership.

In order to facilitate the voting process, the NCACC asks that each county designate one voting delegate and one alternate voting delegate be chosen.

**REQUESTED ACTION:**

Recommended Motion for Regular Meeting:

Motion to designate a voting delegate to represent Cabarrus County at the NCACC 117th Annual Business Session in Forsyth County.

**EXPECTED LENGTH OF PRESENTATION:**

**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 as a Consent item.

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**July 1, 2024  
4:00 PM**

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**AGENDA CATEGORY:**

Approval of Regular Meeting Agenda

**SUBJECT:**

BOC - Approval of Regular Meeting Agenda

**BRIEF SUMMARY:**

The proposed agenda for the July 16, 2024 regular meeting is attached.

**REQUESTED ACTION:**

Motion to approve the agenda for the July 16, 2024 regular meeting as presented and schedule the public hearing for 6:30 or as soon thereafter as persons may be heard.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- Proposed July 16, 2024 Regular Meeting Agenda

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**July 16, 2024  
6:30 PM**

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### MISSION STATEMENT

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

### CALL TO ORDER BY THE CHAIRMAN

### PRESENTATION OF COLORS

### INVOCATION

- A. APPROVAL OF THE AGENDA**
- B. RECOGNITIONS AND PRESENTATIONS**
- C. INFORMAL PUBLIC COMMENTS**
- D. OLD BUSINESS**
- E. 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 Removal(s) - Planning and Zoning Commission
2. Appointments - Region F Aging Advisory Committee
3. (Appointment) and Removals - Early Childhood Task Force Advisory Board
4. BOC - NCACC County Legislative Goals
5. BOC - Voting Delegate Designation for NCACC 117th Annual Conference
6. County Manager - Energy Temporary Construction Easement Request
7. County Manager - Opioid Settlement Strategic Funding Plan Resolution
8. Department of Social Services - Energy Programs Outreach Plan



9. Emergency Medical Services - Cannon Grant Funds
10. Emergency Medical Services - RACE CARS Grant Funds
11. Facilities Design & Construction - Presentation of Guaranteed Maximum Price (GMP) for Behavioral Health Building
12. Facilities Design & Construction - Recommended Approval of Preferred Alternates and Sole Source Purchases for the Cabarrus County Behavioral Healthcare Facility
13. Finance - FY 2025 CIP Budget
14. Planning Department - North Carolina Department of Transportation (NCDOT) Request for Updated Resolution
15. Tax Administration - Tax Collector's Annual Settlement and Order Authorizing Collection of FY 2024-2025 Taxes
16. Tax Administration - Refund and Release Reports – June 2024

**F. NEW BUSINESS**

1. Finance - Approval of Resolution for Installment Financing Contract for 2024B Draw Program - Public Hearing at 6:30 p.m.

**G. REPORTS**

1. BOC - Receive Updates from Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
2. BOC - Request for Applications for County Boards/Committees
3. Budget - Monthly Budget Amendment Report
4. Budget - Monthly Financial Update
5. Communications and Outreach - Monthly Summary Report
6. County Manager - Cabarrus Arena and Events Center Financial Report
7. County Manager - Monthly Building Activity Reports
8. Department of Human Services -Emergency Assistance Quarterly Report
9. EDC - June 2024 Monthly Summary Report

**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.