



CABARRUS COUNTY BOARD OF COMMISSIONERS

**WORK SESSION
MAY 1, 2017
4:00 P.M.**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA – CHAIRMAN

4. DISCUSSION ITEMS FOR ACTION AT MAY 15, 2017 MEETING

4.1 Human Resources - Springsted Compensation Study Review Pg. 3

3. DISCUSSION ITEMS – NO ACTION

3.1 County Manager - Financial Impact of House Bill 13 on School Districts Pg. 23

3.2 County Manager - NCDOT Presentation on the State Transportation Improvement Program Pg. 25

3.3 Infrastructure and Asset Management - Solid Waste - Franchise Agreement Request For Proposal Discussion Pg. 31

3.4 County Manager - Discussion Related to Former County Home Property Pg. 56

3.5 Active Living and Parks – Park Operation Hours Pg. 60

4. DISCUSSION ITEMS FOR ACTION AT MAY 15, 2017 MEETING (CONT'D)

4.2 CCS – Funding Request for New Performance Learning Center Construction and Site Purchase Pg. 65

4.3 Active Living and Parks - Youth Athletic Co-Sponsorship Agreement Pg. 100

4.4 County Manager - Amendment to Chapter 50 of the Cabarrus County Code of Ordinances Pg. 146

4.5 Finance - CCS Agency Agreement New Performance Learning Center Pg. 164

4.6 Finance - CCS Agency Agreement New High School on Weddington Road Pg. 166

4.7 Finance - Update of Capital Project Fund Budgets and Related Project Ordinances Pg. 168

4.8 Finance - Installment Financing Contract for Various School and County Projects - Public Hearing 6:30 P.M. Pg. 186

4.9 Infrastructure and Asset Management - Transfer of Surplus Vehicle to Mount Mitchell Fire and Medical Pg. 190

4.10 Library - Summer Reading Program Fines and Fees Waiver Pg. 193

4.11 Planning and Development - Morehead West Area Plan Pg. 196

- 4.12 Planning and Development - Proposed Text Amendments Pg. 276
- 4.13 Tax Administration - Collection Agreement with the City of Concord Pg. 285

5. APPROVAL OF REGULAR MEETING AGENDA Pg. 288

6. CLOSED SESSION

- 6.1 Closed Session – Pending Litigation, Economic Development and Acquisition of Real Estate Pg. 292

7. ADJOURN



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

MAY 1, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at May 15, 2017 Meeting

SUBJECT:

Human Resources - Springsted Compensation Study Review

BRIEF SUMMARY:

John Anzivino, Senior Vice President, Springsted, Inc. will present findings on salary study data and review recommendations for FY17 study participants - Department of Human Services (DHS), Infrastructure & Asset Management (IAM) and the administrative job family positions. Recommendations for position reclassifications will be reviewed for inclusion in the FY18 budget.

REQUESTED ACTION:

Motion to adopt recommendations and include in FY18 budget.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Lundee Covington, HR Director
Ashley Allen, HR Analyst

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Memo](#)
 - ☐ [Boards Salary Letter](#)
-



Human Resources Department

MEMORANDUM

To: Board of Commissioners
Mike Downs, County Manager

From: Lundee Covington, HR Director
Johanna Ray, Health & Wellness Manager

cc: Pam Dubois, Senior Deputy County Manager

Date: April 24, 2017

Subject: Health Reimbursement Account for 7/1/17

This memo is to provide clarification of an additional spending account change post Board presentation approval.

New Hires who begin May 15, 2017 and after are only eligible for the Consumer Driven Plan (CDP) offered by Cabarrus County Government for health insurance coverage. There are some new hires who will be ineligible to open a Health Savings Account (HSA) based on factors identified below. We plan to offer those individuals a Health Reimbursement Account (HRA) at the same funding level as the HSA. These are the only situations we will offer HRA for FY2018 and thereafter.

- **VA Benefits:** An individual is not eligible to make HSA contributions, if the individual has received medical benefits from the VA at any time during the previous three months.
- **Medicare:** An individual who is enrolled in Medicare may not contribute to an HSA.
- **Tri-Care:** Coverage options under TRICARE do not meet the minimum annual deductible requirements for an HDHP. Thus, an individual covered under TRICARE is not an eligible individual and may not contribute to an HSA.

The Health Reimbursement Account HRA will follow the IRS regulations and will be administered through Gilsbar. The money may be used for any qualified medical, pharmacy, dental and vision expenses and the amount deposited into the account will follow the same guidelines as the deposits for the Health Savings Account (pro-rated based on the effective date). The HRA money will be allowed to roll over year to year as per IRS regulations. Also, this is not a portable benefit for those leaving the County.



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April 24, 2017

The Honorable Steven Morris, Chairman and
Members of the Cabarrus County Board of Commissioners
Cabarrus County Governmental Center
65 Church Street SE
P.O. Box 707
Concord, NC 28026-0707

Re: Board of Commissioner's Compensation Analysis

Dear Chairman Morris and Members of the Board:

As a component of our recent Compensation Study for Cabarrus County, Springsted Incorporated was asked to review the Board of Commissioner's compensation and benefit levels and provide information related to the Board's compensation and the County's competitiveness with surrounding jurisdictions. As you will note in the Compensation Study report that was provided to the County, the Board of Commissioner's salaries are not included in the pay plan because the Board is directly elected by the citizens of Cabarrus County and are not part of the County's classification and compensation program, which is typical for governing bodies nationally.

Based upon data collected we have obtained significant information from responding localities. For the purposes of this report we have reported information for counties, cities, and town, but calculated average levels of compensation for counties only due to the broader reach of governmental services provided by counties. In doing so we have utilized benchmarks identified by the County for the County's broader compensation study.

The County's current level of authorized compensation for Fiscal Year 2016/2017 is \$14,190 in annual salary for the Chair, supplemented by a payment of \$7,200 of travel expenses related to the position and \$12,871 for the Vice Chair, supplemented by payment of \$6,600 in travel expenses. The three (3) remaining Commissioners salaries are compensated at a lower rate with each Commissioner authorized to receive \$12,443 annually in salary, supplemented by an additional reimbursement of \$6,600 for travel expenses. A wide range of benefits are also offered to Commissioners in other jurisdictions as reflected in the data received and analyzed. In Cabarrus County, each Commissioner has been offered the opportunity to participate in the County's health insurance program. At this time only one (1) Commissioner has chosen to utilize this benefit. In our opinion, the County has been somewhat conservative in providing competitive levels of compensation for Commissioners and allowing Commissioners access to fringe benefits and travel expenses, according to information received.

The following table represents data obtained from identified benchmark organizations and includes information concerning additional benefits provided to Commissioners, or benefits to which they may have access to. Information provided in the benefits section includes those benefits paid for by the County (County Cost), benefits whose costs are shared between the Commissioner and the County (Shared Costs) and those to which the Commissioner has access to, but pays for (Commissioner pays).

Board of Commissioner County/ City/Town Annual Salaries					
County	Number of Board Members	Chairman	Board Members	Travel	Other Benefits
Buncombe County, NC	7	\$37,650	\$26,475	None	Health Insurance (shared cost), Dental, (Commissioner pays) 457/401 k Deferred Compensation, (shared cost), Life Insurance (shared cost), Technology allowance
Catawba County, NC	5	\$10,200	\$10,200	\$4,200 (all Board Members)	Health Insurance (Commissioner pays), Dental, (Commissioner pays), Technology allowance
Davidson County, NC	7	\$13,120, plus \$231 meeting fee	\$11,584, plus \$231 meeting fee	\$3,560 (all Board Members)	Health Insurance (shared cost), Dental, (Commissioner pays) 457/401 k (shared cost), Life Insurance (shared cost), Technology allowance
Davie County, NC	5	\$6,345	\$4,217	\$2,400 (all Board Members)	Health Insurance (County cost), Vision/Dental, (County cost), Life Insurance (County cost), Technology allowance
Forsythe County, NC	7	\$23,842	\$20,488		Health Insurance (shared cost), Dental, (shared cost) 457/401 k Deferred Compensation, (Commissioner), Life Insurance (County cost), Technology allowance
Gaston County, NC	7	\$14,620	\$12,420	\$7,500 Chair/ \$6,900 Board	Health Insurance (shared cost), Dental, (shared cost) 457/401 k Deferred Compensation, (Commissioner), Life Insurance (Shared cost), No technology allowance

Board of Commissioner County/ City/Town Annual Salaries					
County	Number of Board Members	Chairman	Board Members	Travel	Other Benefits
Guilford County, NC	9	\$24,300	\$21,098		Health Insurance (shared cost), Dental, (shared cost) 457/401 k Deferred Compensation, (Commissioner), Life Insurance (Shared cost), No Technology allowance
Iredell County, NC	5	\$11,358	\$10,547	\$6,240 Chair/ \$5,472 Board	Technology allowance
Lincoln County, NC	5	\$8,958	\$7,678	\$4,600 Chair/ \$4,600 Board	Technology allowance
Mecklenburg County, NC	9	\$33,338	\$26,710	\$8,250 Chair/ \$8,250 Board	Health Insurance (shared cost), Dental, (shared cost) 457/401 k Deferred Compensation, (Shared Cost), Accident/Cancer Insurance (Commissioner pays), Life Insurance (Shared cost), Technology allowance
Moore County, NC	5	\$0	\$0	\$2,700 Chair/ \$2,700 Board	Technology allowance
Randolph County, NC	7	\$12,600	\$10,500	\$3,900 Chair/ \$2,700 Board	Health Insurance (County) Technology allowance
Rowan County, NC	5	\$15,434	\$12,861	\$3,600 Chair/ \$3,600 Board	Health Insurance (County), Dental (Commissioner), Life Insurance (County), Technology allowance
Stanly County, NC	7	\$10,690	\$9,432	\$6,000 Chair/ \$6,000 Board	Health Insurance (County), Dental, (County) 457/401 k Deferred Compensation, (Commissioner), Life Insurance (Commissioner), No technology allowance
Wake County, NC	7	\$26,097	\$22,252		Health Insurance (Shared cost), Vision/Dental, (Shared cost), Short Term Disability/Life Insurance (Shared cost), No Technology allowance
York County, SC	7	\$19,220	\$16,738	N/A	N/A

Board of Commissioner County/ City/Town Annual Salaries					
County	Number of Board Members	Chairman	Board Members	Travel	Other Benefits
Average		\$16,730	\$13,950		
Cabarrus County	5	\$14,190	\$12,871 Vice-Chair \$12,443 for Commissioners	\$7,200 Chair/ \$6,600 Vice Chair and three (3) Commissioners	Health Insurance (County cost), Technology allowance

City or Town	Number of Council/Board Members	Mayor	Council/Board Members
City of Charlotte, NC	12 (including Mayor)	\$39,687	\$29,032
City of Concord, NC	8 (including Mayor)	Not Reported	\$9,503
City of Kannapolis, NC	7 (including Mayor)	Not Reported	Not Reported
City of Salisbury, NC	5 (including Mayor)	\$15,600	\$12,088
Town of Huntersville, NC	8 (including Mayor)	\$14,000	\$8,000

Source: 2017 Springsted Survey of Benchmarks, supplemented by Institute of Government survey data

The County Board in Cabarrus County, like many North Carolina localities, carries out a wide variety of high level policy functions and has to deal with a variety of complex issues to ensure that the County meets its policy, financial, service and regulatory obligations. While each county operates at a different level with numbers of meetings, Board, and Board member's engagement in the process of governance a reasonable level of compensation is required to ensure that Board's members public service is reasonably balanced with the costs associated with serving as a part-time elected official. In Cabarrus County, based upon a review of meeting schedules and complexity of issues, it appears that the Board is highly active and meets well beyond the norm for most governing bodies.

As noted in the table above the Board's level of compensation is based upon an authorized base level of annual compensation of \$14,190 for the Chair. \$12,871 for the Vice Chair, and \$12,443 for remaining Board members. These amounts are less than eight (8) of the benchmarks noted above and greater than eight (8) of the benchmark counties information was obtained from. When averaging the compensation data which has been obtained from the benchmark counties, the Cabarrus County Board of Commissioners appears to be undervalued in compensation for the Chair (by \$2,540 in compensation provided annually or 17.9% less than the average annual compensation level) and Board members (\$3,950 in compensation provided annually or 31.7% less than the average compensation level). Separate data from the benchmarks organizations was not available for the Vice Chair's position. In addition, the separation in levels of compensation represent a 3% difference between a Board member's level of compensation and the Vice Chair's position and a 10% difference between a Board member's level of compensation

and the Chair's level of compensation which are fairly narrow separations based upon the data received. The data received indicates a separation of 20% between the Chair's level of compensation and Board member's levels of compensation are typical. Also, as noted in the table above, benefits play an important role in some jurisdictions compensation for Board members. In reviewing the information obtained Cabarrus County is considered to be conservative in accessing available benefits and considerably below the norm for reimbursement of travel for Board members.

Our general observation of compensation for governing bodies, based upon the survey information, indicates that the Board of Commissioners may wish to review the market information carefully and adjust their level of compensation to a more competitive level at the appropriate time and in accordance with practices dictated under North Carolina statute. In providing our recommendation we recognize that establishment of equitable and competitive wages for an elected body is a sensitive task due to community perceptions. However, we would also note that the work of an elected official increasingly extends beyond regularly scheduled meetings and often becomes another job for the elected official which is growing increasingly more complex and time-consuming. For discussion purposes the following options represent a range of potential increases in annual compensation to raise the Cabarrus Board member's salaries to a more equitable level based upon survey data using existing compensation levels and separation among different positions (Chair, Vice Chair, Commissioner).

The first table below, Option 1, utilizes the Board's current salary levels and projects increases of 15%, 18% and 20% maintaining the same percentage spreads between the Chair and Vice Chair and reflects the current 14% separation between the Board members and the Chair.

Cabarrus County Commissioners Options Compensation Increase Option 1 Utilizing Current Spread Between Positions				
Elected Position	Current (FY 2017) Salary	Proposed Salary with 15% Increase	Proposed Salary with 18% Increase	Proposed Salary with 20% Increase
Chair	\$14,190	\$16,318	\$16,744	\$17,028
Vice Chair	\$12,871	\$14,802	\$15,188	\$15,445
Commissioner	\$12,443	\$14,309	\$14,683	\$14,932

The second table, identified as Option 2 (below), reflects potential impacts to increase the separation between the Vice Chair and Board member's positions reflecting recently gathered market data using a 20% spread between Board members and the Chair's position and placing the Vice Chair's position midway between the Chair and Board members' salaries.

Cabarrus County Commissioners Options Compensation Increase Option 2 Utilizing Market Spread Between Positions				
Elected Position	Current (FY 2017) Salary	Proposed Salary with 15% Increase plus adjustment for 20% separation between Board members and the Chair's salary	Proposed Salary with 18% Increase plus adjustment for 20% separation between Board members and the Chair's salary	Proposed Salary with 20% Increase plus adjustment for 20% separation between Board members and the Chair's salary
Chair	\$14,190	\$17,171	\$17,655	\$17,918
Vice Chair	\$12,871	\$15,740	\$16,169	\$16,425
Commissioner	\$12,443	\$14,309	\$14,683	\$14,932

In closing, the function of compensation between the Board and the community they serve should always be arrived at after a careful and thoughtful evaluation of the responsibilities, time commitment and complexity of the services provided by the community and is a task which must be balanced from the perspective of the factors noted above and time commitment required to adequately serve the citizens of the community. After careful review of the available data and the options presented it is recommended that the Board give strong consideration to increasing its level of compensation utilizing the option which best meets the need of the Board as it continues its aggressive schedule of meetings and actions intended to move the County forward. In providing a recommendation, given the recently gathered market data and analysis completed we would urge the Board to adopt one of the three levels of increase identified in Option 2 which more accurately reflects not only the market data, but also represents a more equitable distribution of compensation based upon the Board's leadership positions in comparison to the data obtained and analyzed.

We hope that the information provided as a part of this letter will provide the Board with some general guidelines regarding the County's competitiveness with its neighbors and similarly sized localities in the State of North Carolina. As always, we would be happy to provide additional information or answer any questions you may have.

Respectfully submitted,

John Anzivino

John A. Anzivino, Senior Vice President
Client Representative to Cabarrus County, North Carolina



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MEMORANDUM

TO: The Honorable Stephen M. Morris, Chairman and
Members of the Cabarrus County Board of Commissioners

FROM: John A. Anzivino

DATE: April 24, 2017

SUBJECT: Summary of Cabarrus County Compensation Study Recommendations

Background

Cabarrus County, North Carolina retained Springsted Incorporated to conduct a Compensation Study of key County positions in December 2015 with the intent being to review the County's work force on a continuing basis with approximately one-third (1/3) of the County's positions reviewed annually. The first review of positions discussed with the Board of Commissioners in May 2016, for implementation in Fiscal Year 2016/2017 focused on key staff in sixteen (16) County departments ranging from Board related staff to Planning and Development to Human Resources to Active Living and Parks. Positions reviewed for possible adjustment in Fiscal Year 2017/2018 have focused on positions which cross a broad range of departments (primarily administrative support positions), Economic Development, Infrastructure, and Asset Management (IAM), Human Services and miscellaneous positions with similarities to those included in this year's study.

Completion of this study again reflects a significant effort by County staff to supply policies and human resources data during a busy period.

The County identified major objectives for this study, which included:

- Evaluation of the competitiveness of the County's salaries for key positions compared to external market value.
- Development of and/or revision to class descriptions in accordance with each employee's job responsibilities and current Federal and State law.
- Evaluation of the internal ranking of current positions, based on job responsibilities and salaries.
- Integration of newly obtained data into the County's current salary schedule.
- Ensuring all positions are assigned to the appropriate salary grade for each employee group scale.

Study Methodology

Springsted Incorporated used the following methodology in reviewing the compensation program for Cabarrus County:

1. Springsted discussed the project with the County Manager, Deputy County Managers, the County's Human Resources Director, who served as project manager, and Human Resources Analyst to

establish working relationships, review current and desired policies and practices relating to the County's existing pay practices, to collect all available data on programs and materials currently in use, and to identify apparent strengths and weaknesses in existing systems. This meeting also provided an opportunity to discuss the County's goals in adopting a compensation plan for designated County employees.

2. The County provided copies of existing classification (position) descriptions for designated departments and functions (Administrative Support positions, Infrastructure and Asset Management, Human Services, individual position in Active Living and Parks (Park Attendant), Economic Development (Research and Marketing Assistant) and the Board of Commissioners (issued under separate cover), the County's current payroll information and compensation policies, and a list of positions identified by title, current grade, and current salary to be included in the study.
3. Department heads and supervisors in major departments were also provided information explaining the purpose of the study and Springsted's approach to conducting the study. Individual meetings were conducted with department heads and numerous supervisors to collect data on department structure, operations, and staffing along with identifying any specific departmental needs and concerns related to this study.
4. Employees and/or their supervisors provided comments concerning how their positions had changed since last reviewed. Employees were asked to respond to questions on characteristics applicable to their position. Each employee's supervisor then reviewed the revised position description for completeness and accuracy and provided any additional information they felt was relevant to the position.
5. The Springsted consultant team reviewed each revised position description upon receipt and made preliminary classification decisions. At this initial stage of the process, any apparent discrepancies, conflicts, or omissions were noted. Follow up questions with the County's Human Resources Department clarified several issues.
6. Interviews and discussions were conducted with various department heads and employees spanning six (6) different days in December 2016 and January 2017 concerning their jobs and how they had changed.
7. Springsted developed a comprehensive County approved wage survey. This information was requested from twenty-two (22) public and private agencies identified in consultation with the County to determine the market for certain benchmark positions. Information was obtained and utilized from seventeen (17) jurisdictions. Benchmark organizations included:

• City of Charlotte, NC	• Davie County, NC	• Randolph County, NC
• City of Concord, NC	• Forsyth County, NC	• Rowan County, NC
• City of Kannapolis, NC	• Gaston County, NC	• Stanly County, NC
• City of Salisbury, NC	• Guilford County, NC	• Wake County, NC
• Town of Huntersville, NC	• Iredell County, NC	• York County, SC
• Buncombe County, NC	• Lincoln County, NC	• Carolinas Healthcare System
• Catawba County, NC	• Mecklenburg County, NC	
• Davidson County, NC	• Moore County, NC	
8. Salary data for sixty-one (61) benchmark positions were solicited and data for fifty-seven (57) positions were utilized in our analysis. Information was gathered on minimum, maximum, and actual wage information for all positions surveyed. In addition, information was gathered on hours worked for each position, the percent of last salary increase and a wide range of other information.

9. The designated County positions were evaluated using Springsted's Systematic Analysis and Factor Evaluation (SAFE®) system to assist in assuring that the internal relationships of positions within the County were equitable. Positions were evaluated based on information provided by employees and their supervisors in the revised position descriptions.
10. Utilizing the salary data supplied by comparable organizations and the results of the Systematic Analysis and Factor Evaluation (SAFE®) job evaluation system, each position was assigned to an appropriate salary grade in the County's compensation plan.
11. Information concerning what type of compensation system (open-range, step, other) each jurisdiction utilized was sought, as well as the spread from minimum to maximum of each grade and separation between salary grades was sought.
12. Four (4) meetings were held with the County's Executive Team to review the data and the recommended policy revisions.
13. Guidelines for implementation and ongoing administration of the compensation program were discussed. These guidelines provide for annual adjustments to the salary schedule ensuring that the County's pay scales stay current with changing economic and market conditions. The implementation options and the estimated costs are provided as part of this study.
14. Discussion also took place in regard to the utilization of an 'open-range' versus 'step' system for salary grades and how an open range system provides the user with additional flexibility in conjunction with a wide range of compensation increases (cost of living, merit, flat amounts, etc.). Related policy issues were also discussed in regard to hiring ranges for new employees, progression through an 'open-range' pay grade and related compensation issues related to 'open-range' systems.

Findings and Recommendations

1. In gathering information on other jurisdictions compensation plans we found that only two (2) respondents utilized a step system as their pay plan while all others, but one utilized an open range system. It is our recommendation that the County convert from its current step system to an open range system. A discussion concerning the benefits of open range systems is attached. (See Attachment 1)

Recommendation

Based upon current "Best Practices" we would recommend that the Board of Commissioners adopt the 'open range' system of salary grades.

2. In consideration of the County's adoption of the 'open range' system of pay grades Springsted has developed a new market based salary schedule (See Attachment 2). The system includes fifty (50) grades with each grade separated by a 5% increase and a minimum to maximum 'spread' of 54%. Additional grades have been built into the system at the lower end for part-time and additional less skilled positions and at the upper end to ensure that as positions are reclassified that that internal equity for related positions is maintained.

Recommendation

Springsted recommends that the market based salary schedule identified as Attachment 2 be adopted by the Board of Commissioners.

3. In discussion with Human Resources staff it appears that adoption of a revised and updated market based compensation plan, as suggested in Finding and Recommendation 2 above it appears clarification to County hiring practices related to hiring individuals with education and experience may need further consideration. To that end, Attachment 3 provides a discussion of potential practices which relate to movement of newly hired staff to the Mid-Point of the assigned

salary range and recognition of experience and education for newly hired staff in relationship to the County's assigned salary range.

Recommendation

Consideration of policy development and adoption concerning placement of newly hired staff in relation to experience and progression to the mid-point of the assigned salary range.

4. Other significant findings and recommendations concerning reclassifications of County positions are included as Attachment 3. Recommended changes, based upon Springsted's market analysis and evaluation of the positions for departments currently under review, reflect assignment of positions to current County salary grades and would be converted to the County's open range system, if adopted, with a somewhat lower fiscal impact to the County.

Recommendation

Adopt the proposed reclassifications and market based adjustments proposed in Attachment 4

Attachment 1

CABARRUS COUNTY, NORTH CAROLINA

OPEN RANGE VERSUS STEP SYSTEMS – ADVANTAGES AND DISDAVANTAGES

Cabarrus County currently uses a formerly common form of a pay range system consisting of a series of steps, which are a specified distance apart. The system has been in place in excess of 30 years and consists of thirty-five (35) grades with ninety (90) steps per grade with each step representing an increase of .005 % until the maximum of the range is reached. Positions assigned to a grade must match the closest designated step for consistency purposes within the system.

An explanation of the two systems follows:

Step Systems. Cabarrus County currently uses a formerly common form of pay ranges consisting of a series of steps, which are a set specified distance apart. Step ranges may vary considerably in number of steps and the total range the steps covered. Clearly these two variables, in combination, will determine the size of each step. The point is that there are three variables present, and the determination of any two will decide the third.

Two basic types of step ranges are common. The first consists of a starting rate and a job rate (assumed to be the market rate), as in the single-rate system. New employees are brought in at the starting rate and then moved up to the job rate in a series of steps. If done properly, this movement corresponds with the learning curve of the job. The market rate is the maximum, since it is assumed that once the person has learned the job, performance differentials are minimal. In this situation, there would be a number of steps, most commonly three, between the starting rate and the job rate. This type of step system is most common in semiskilled blue-collar jobs.

The second type of step system places the market rate not at the top of the range but at the mid-point of the range. Other places, such as the one-third point or the two-thirds point, are also possible, but the mid-point is the most common. Employees are hired at the starting rate, as in the step system outlined above, and progress to the midpoint over time, on the basis of learning job proficiency. Thus, a person at the midpoint of the range is assumed to be a satisfactory market rate performer. Movement above the midpoint is assumed to be for performance, or other characteristics beyond the normal or average performance in the job. This type of system is used in a wide variety of office types of nonexempt jobs and lower-level exempt jobs where performance is important but not critical.

These two types of rate ranges are not mutually exclusive in an organization. Lower-level pay grades may have the type of range that ends at the midpoint, while higher grades have ranges extending beyond. The rationale for such a system is that the discretion in higher-level jobs in the organization allows for performance differences not permitted in lower-level jobs.

Movement within grades will be discussed later, but one point should be made. A person who is moved from one step to the next usually retains the new step even when the overall wage structure is changed. In this way, adjusting the wage structure to meet labor-market changes automatically becomes a general increase for employees in a step system.

There is a further consequence of this type of system: all people tend to move to the top of the grade over time. Even if movement is by performance, a person can eventually reach the top of the range and stay there regardless of future performance. This phenomenon in turn has a dramatic effect on the total wage bill. In a period of normal growth and turnover the average wage for the job classification will probably match the market rate as people start to climb the ladder while others leave. But in a low-turnover, no-growth situation the organization may soon be paying above market rate even if it sets the midpoint of the range at the market, because all the employees in the job are in the top steps.

Open range system. In order to focus more clearly on performance and to avoid the problems and more rigid nature of step ranges, more and more organizations are using an open-pay range. In this system, the

organization defines the minimum, mid-point, and the maximum of the range. Any one employee may be paid anywhere within this defined range. The function of the midpoint, as in the second type of step system, is that the average performer would be paid at this rate. Also, as in the second step system, new employees would start at the bottom and move to the midpoint as they learned the job and became average performers. Payment above the midpoint can be reserved for above-average performance. Unlike the second step system, the person's wage is not automatically adjusted when the wage structure is adjusted. At this point, the person's performance is reviewed and adjustment is made in relation to that performance.

With the increased emphasis on performance in organizations, open-range systems are becoming more popular. They provide more flexibility than a step system in granting pay increases and are more resistant to automatic increases. Finally, open ranges not only may make it easier to reward performance but are also useful when criteria other than performance are to be used.

Dimensions of Ranges

Ordinarily a wage structure would have a number of pay grades with accompanying rate ranges. This number can be a matter of the policy of the organization. Small organizations tend to have a small number of pay grades accompanied by wide pay ranges, broad definition of job titles, a great deal of movement within pay grades, little overlap between grades and limited promotion to higher grades. Some organizations have many grades, which tends to create an opposite set of characteristics.

When examining pay ranges, we determine the total wage structure with the help of three characteristics: the breadth of the rate range, the number of pay grades and the overlap. If one knows the bottom and top of the wage structure, the slope of the pay line, and any two of the three characteristics just cited, the third will be determined.

Range Spread. The width of a rate range is the distance from the bottom to the maximum of the ranges. It is the vertical dimension of the range. This spread may be stated in dollar amounts or in percentages. The latter is more common and is used in Springsted studies. The range spread should vary with the criteria for movement within the range. Assuming that performance is the criterion, the spread would represent the opportunity for performance differences in the job. Where ranges are narrow, the assumption is that performance differences are narrow and vice versa.

Factors other than potential performance differences may also affect range spread. Organizations that promote intentionally fast encourage narrow ranges, since people do not stay within one grade very long. A wide range is encouraged if adjustments need to be large to be noticed by employees. Higher grade levels tend to have broader ranges for this reason. Broad ranges can accommodate a wide variety of jobs, as well as variable starting rates among jobs. These broad ranges indicate that the process of determining the market rate is not a precise one.

Establishing range maximums is particularly difficult. There is some logical maximum value for any job, regardless of how well it is performed. Ideally when this point is reached the person is promoted, either to a new job or by upgrading the tasks of the present job or informed that they have reached the maximum of their assigned range. Unfortunately, promotions may not be possible at the appropriate time and in these cases employees are informed that they have reached the maximum of their assigned salary grade and further salary adjustments will come from general increases if given.

Because of the flexibility provided local governments in providing compensation increases whether they be fixed amounts or on a sliding scale performance based increase basis Springsted typically recommends that local government move to an open range system.

Attachment 2

PROPOSED AND CURRENT PAY SCALE

% Between Grades:	5%
Range:	54.0%
Starting midpoint:	24,620

Proposed Salary Range				Current Salary Range			
Grade	Min	Mid	Max	Grade	Step 1	Step 45	Step 90
1	19,385.60	24,619.71	29,853.82	53	19,385.60	24,142.67	30,217.46
2	20,354.88	25,850.70	31,346.51	54	20,363.20	25,360.23	31,741.38
3	21,372.62	27,143.23	32,913.84	55	21,382.40	26,629.51	33,330.06
4	22,441.25	28,500.39	34,559.53	56	22,443.20	27,950.63	34,983.56
5	23,563.32	29,925.41	36,287.51	57	23,566.40	29,349.46	36,734.38
6	24,741.48	31,421.68	38,101.88	58	24,752.00	30,825.97	38,582.43
7	25,978.56	32,992.77	40,006.98	59	26,000.00	32,380.23	40,527.77
8	27,277.48	34,642.40	42,007.32	60	27,268.80	33,960.43	42,505.56
9	28,641.36	36,374.52	44,107.69	61	28,641.60	35,670.04	44,645.38
10	30,073.43	38,193.25	46,313.08	62	30,076.80	37,457.49	46,882.59
11	31,577.10	40,102.91	48,628.73	63	31,595.20	39,348.50	49,249.42
12	33,155.95	42,108.06	51,060.17	64	33,155.20	41,291.29	51,681.06
13	34,813.75	44,213.46	53,613.17	65	34,798.40	43,337.70	54,242.35
14	36,554.44	46,424.14	56,293.83	66	36,566.40	45,539.58	56,998.29
15	38,382.16	48,745.34	59,108.52	67	38,376.00	47,793.24	59,819.02
16	40,301.27	51,182.61	62,063.95	68	40,310.40	50,202.31	62,834.27
17	42,316.33	53,741.74	65,167.15	69	42,328.00	52,715.03	65,979.23
18	44,432.15	56,428.83	68,425.51	70	44,428.80	55,331.33	69,253.87
19	46,653.75	59,250.27	71,846.78	71	46,675.20	58,129.03	72,755.49
20	48,986.44	62,212.78	75,439.12	72	48,984.00	61,004.35	76,354.30
21	51,435.76	65,323.42	79,211.08	73	51,459.20	64,086.98	80,212.62
22	54,007.55	68,589.59	83,171.63	74	54,017.60	67,273.18	84,200.54
23	56,707.93	72,019.07	87,330.21	75	56,700.80	70,614.81	88,382.97
24	59,543.33	75,620.02	91,696.72	76	59,571.20	74,189.63	92,857.33
25	62,520.49	79,401.03	96,281.56	77	62,524.80	77,868.02	97,461.24
26	65,646.52	83,371.08	101,095.64	78	65,665.60	81,779.51	102,356.96
27	68,928.84	87,539.63	106,150.42	79	68,931.20	85,846.48	107,447.24
28	72,375.29	91,916.61	111,457.94	80	72,384.00	90,146.55	112,829.32
29	75,994.05	96,512.44	117,030.84	81	76,024.00	94,679.84	118,503.30
30	79,793.75	101,338.06	122,882.38	82	79,809.60	99,394.38	124,404.07
31	83,783.44	106,404.97	129,026.50	83	83,782.40	104,342.06	130,596.69
32	87,972.61	111,725.22	135,477.82	84	87,984.00	109,574.75	137,146.01
33	92,371.24	117,311.48	142,251.71	85	92,372.80	115,040.48	143,987.07
34	96,989.80	123,177.05	149,364.30	86	96,990.40	120,791.21	151,184.81
35	101,839.29	129,335.90	156,832.51	87	101,857.60	126,852.79	158,771.59
36	106,931.26	135,802.70	164,674.14	88	106,953.60	133,199.37	166,715.13
37	112,277.82	142,592.83	172,907.85	89	112,299.20	139,856.72	175,047.60
38	117,891.71	149,722.48	181,553.24				
39	123,786.30	157,208.60	190,630.90				
40	129,975.61	165,069.03	200,162.44				
41	136,474.39	173,322.48	210,170.57				
42	143,298.11	181,988.60	220,679.10				
43	150,463.02	191,088.03	231,713.05				
44	157,986.17	200,642.44	243,298.70				
45	165,885.48	210,674.56	255,463.64				
46	174,179.75	221,208.29	268,236.82				
47	182,888.74	232,268.70	281,648.66				
48	192,033.18	243,882.14	295,731.09				
49	201,634.84	256,076.24	310,517.65				
50	211,716.58	268,880.05	326,043.53				

Attachment 3

COMPENSATION POLICY REVIEW AND ANALYSIS

In reviewing the County's current 'step' compensation system, due to the large number of steps and prior practices 'Level 31' of each salary range was the designated highest step at which many new employees were hired in at.

Employees typically move through their salary grade at a more rapid pace early in their career as opposed to the latter stages of their employment with an organization or community. This occurs because employees are typically hired by an organization at the minimum or near the minimum of their pay grade because they lack certain knowledge, skills, and abilities that an employee who has been with an organization for eight (8) to ten (10) years may have obtained through training and immersion in the work force and community. Consequently, the mid-point of an employee's salary range is recognized as the 'market rate' at which employees have gained the knowledge, skills, and abilities to perform at a level to commensurate with those of their more experienced peers. For that reason, many communities and organizations typically experience a more rapid growth in employee salaries toward the mid-point of the salary range during the first eight (8) to ten (10) years of employment as the organization recognizes the employees' growth in their job. As a result, employees often progress at a slower rate of salary growth once they have reached the mid-point of their salary grade and until their retirement.

Because of this we would suggest that the County hire in at the minimum of the newly adopted pay schedule and develop a formal policy that establishes a goal of having employees reach the mid-point of their salary grade during the initial eight (8) to ten (10) year period of their employment with the County. This could be achieved by utilizing current and well defined criteria tied to longevity and/or recognized annual salary increases based upon the employees continued progress in mastering established job criteria. By recognizing employees' service in a range of 2% to 3% annually over the initial eight (8) to ten (10) year period of employment and then adjusting annual service based increases into an acceptable range for the duration of the employee's career, which is typically considered to be twenty-five (25) years such a policy is achievable in a well-managed community such as Cabarrus County

Another challenge faced by many communities is how and where to place a new employee within the organization if they bring a level of experience in excess of the minimum salary required. Some communities handle this issue by ignoring the past experience a candidate brings to a position and hiring the applicant in at the minimum level of pay. This is an effective practice for hiring individuals who are seeking employment from organizations who may be less competitive in pay than the hiring locality and will receive an increase in pay, even at the minimum of the salary range to which they are assigned in their new locality. In many localities experience is recognized as an asset and newly hired employees are hired at a rate greater than the minimum of the assigned pay grade. Through established policy some localities allow flexibility in hiring 'into the range' based upon the candidate's experience. An example of this policy application is that if a department head requests hiring employee above the starting salary, the starting salary/rate may be increased up to five percent (5%) above the minimum entry rate upon approval of the Department Director, if an applicant has demonstrated education and experience related to the position for which they are being hired. In Cabarrus County any salary/rate requested above fifteen percent (15%) of the minimum level of pay must be approved by the County Manager upon consultation with the Director of Human Resources and must consider the applicant's prior level of education and experience in excess of the minimum requirements for the position and how they relate to the job for which the applicant is being hired which provides additional discretion on the part of the department head and should be maintained as the practice appears to be working well for the County.

A second example provides a more defined system of recognition of prior education and experience and recognizes applicant's prior education and experience in relationship to the job. Under this system recognition of prior years of service may be on a direct or proportionate basis to place staff up to the mid-point of the salary range or at a greater level, dependent upon the locality and the position. A typical

policy statement in this area might read, “Applicants who bring substantial education and experience in excess of the minimum requirements for the position may be recognized for up to ten (10) years of service and any additional education and certifications directly related to performance to the job duties of the position and placed within, or up to the mid-point of the approved salary range for the position. In some cases, upon review and approval of the County Manager in consultation with Director of Human Resources, the applicant may be placed at a point in excess of the mid-point of the assigned salary range if the applicant’s education and experience exceeds the market level for the position.

Attachment 4

PROPOSED RECLASSIFICATIONS – PAY GRADE CHANGES

PROPOSED RECLASSIFICATIONS - PAY GRADE CHANGES								
Current				Proposed - Ranges are Post-COLA				
Classification Title	Grade	Minimum	Maximum	Classification Retitle/Notes	Number	Grade	Minimum	Maximum
MUTIPLE DEPARTMENTS								
Administrative Associate	60	27,268.80	42,556.80	Receptionist	1	60	27,268.80	42,556.80
Program Associate	61	29,214.43	45,508.32					
Administrative Specialist	63	31,595.20	49,296.00	Administrative Associate	10	63	31,595.20	49,296.00
Program Specialist	64	33,818.30	52,658.11	Program Specialist	10	65	35,494.37	55,352.54
Executive Specialist	66	37,297.73	58,131.84	Executive Assistant	2	66	37,297.73	58,131.84
ECONOMIC DEVELOPMENT								
Research & Marketing Assistant	63	31,595.20	49,296.00	formula	1	64	33,818.30	52,658.11
ACTIVE LIVING & PARKS (ALP)								
Park Attendant	57	23,566.40	36,753.60	equity with Custodian	1	58	25,247.04	39,313.25
INFRASTRUCTURE & ASSET MANAGEMENT (IAM)								
Custodian	57	23,566.40	36,753.60	comp data inc private, recruitment/retention	19	58	25,247.04	39,313.25
Senior Custodian	59	26,000.00	40,497.60	internal equity	3	60	27,814.18	43,407.94
Mail Clerk/Custodian	58	24,752.00	38,542.40	internal equity	1	60	27,814.18	43,407.94
Fleet Maintenance Supervisor	70	44,428.80	69,264.00	comp survey	1	72	49,963.68	77,862.72
Grounds Maintenance Worker	58	24,752.00	38,542.40	comp survey, internal equity	9	60	27,814.18	43,407.94
HVAC Technician	66	36,566.40	56,992.00	comp inc priv	3	68	41,116.61	64,093.54
Senior Electrical Technician	67	38,376.00	59,758.40	comp inc priv	2	69	43,174.56	67,275.94
Scale Attendant	60	27,268.80	42,556.80	formula	1	61	29,214.43	45,508.32
Recycling Technician	62	30,076.80	46,841.60	formula	2	63	32,227.10	50,281.92
Landfill Operations Supervisor	69	42,328.00	65,956.80	comp study	1	70	45,317.38	70,649.28

Attachment 4

PROPOSED RECLASSIFICATIONS – PAY GRADE CHANGES

PROPOSED RECLASSIFICATIONS - PAY GRADE CHANGES								
Current				Proposed - Ranges are Post-COLA				
Classification Title	Grade	Minimum	Maximum	Classification Retitle/Notes	Number	Grade	Minimum	Maximum
MUTIPLE DEPARTMENTS								
Administrative Associate	60	27,268.80	42,556.80	Receptionist	1	60	27,268.80	42,556.80
Program Associate	61	29,214.43	45,508.32					
Administrative Specialist	63	31,595.20	49,296.00	Administrative Associate	10	63	31,595.20	49,296.00
Program Specialist	64	33,818.30	52,658.11	Program Specialist	10	65	35,494.37	55,352.54
Executive Specialist	66	37,297.73	58,131.84	Executive Assistant	2	66	37,297.73	58,131.84
ECONOMIC DEVELOPMENT								
HUMAN SERVICES								
Child Support Manager (CS)	72	48,984.00	76,336.00	comp study	1	73	52,488.38	81,830.11
Child Support Supervisor I (CS)	71	47,608.70	74,171.14	equity, retitle to drop level	2	72	48,984.00	76,336.00
Foreign Language Interpreter (ESD)	63	31,595.20	49,296.00	formula	3	64	33,818.30	52,658.11
Income Maintenance Technician (ESD)	60	27,268.80	42,556.80	formula	2	61	29,214.43	45,508.32
Income Maintenance Caseworker I (ESD)	62	30,076.80	46,841.60	internal equity	0	63	32,227.10	50,281.92
Income Maintenance Caseworker II (ESD)	64	33,155.20	51,625.60	formula	82	65	35,494.37	55,352.54
Income Maintenance Caseworker III (ESD)	66	36,566.40	56,992.00	equity	13	67	39,143.52	60,953.57
Income Maintenance Supervisor II (ESD)	68	40,310.40	62,836.80	formula, title change to Income Maintenance Sup	13	69	43,174.56	67,275.94
Income Maintenance Supervisor III (ESD)	70	44,428.80	69,264.00	equity, title change to Income Maintenance PM	3	71	47,608.70	74,171.14
Income Maintenance Training Coordinator	NEW			formula	1	70	45,317.38	70,649.28
Family Support Specialist (A&A)	66	36,566.40	56,992.00	formula	6	67	39,143.52	60,953.57
Social Work Supervisor II (A&A)	70	44,428.80	69,264.00	comp study	3	71	47,608.70	74,171.14
Social Worker IAT After Hours (CW)	NEW			formula	2	72	49,963.68	77,862.72
Social Worker IAT Lead (CW)	NEW			formula	proposed	72	49,963.68	77,862.72
Transportation Driver	57	23,566.40	36,753.60	private sector data	22	60	27,814.18	43,407.94
Transportation Clerk	59	26,000.00	40,497.60	formula	2	60	27,814.18	43,407.94
Transportation Driver/Dispatcher	59	26,000.00	40,497.60	formula/equity	2	61	29,214.43	45,508.32
TOTAL					224			



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

MAY 1, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

County Manager - Financial Impact of House Bill 13 on School Districts

BRIEF SUMMARY:

Both school districts will present the financial impact that House Bill 13 will have on their district if it does not pass.

REQUESTED ACTION:

For discussion at the work session.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Cabarrus County Schools
Kannapolis City Schools
Pamela S. Dubois, Senior Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [HB 13](#)

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2017**

H

1

HOUSE BILL 13

Short Title: Class Size Requirement Changes. (Public)

Sponsors: Representatives McGrady, Elmore, and Malone (Primary Sponsors).

Referred to: Education - K-12, if favorable, Appropriations

January 26, 2017

A BILL TO BE ENTITLED
AN ACT TO MODIFY THE MAXIMUM AVERAGE CLASS SIZE REQUIREMENTS AND
INDIVIDUAL CLASS SIZE REQUIREMENTS FOR KINDERGARTEN THROUGH
THIRD GRADE.

The General Assembly of North Carolina enacts:

SECTION 1. G.S. 115C-301(c) reads as rewritten:

"(c) Maximum Class Size for Kindergarten Through Third Grade. – The average class size for kindergarten through third grade in a local school administrative unit shall at no time exceed the funded allotment ratio of teachers to students in kindergarten through third ~~grade-grade by~~ more than three students. At the end of the second school month and for the remainder of the school year, the size of an individual class in kindergarten through third grade shall not exceed the allotment ratio by more than ~~threesix~~ students. The funded class size allotment ratio for kindergarten through third grade shall be as follows:

- (1) For kindergarten, one teacher per 18 students.
- (2) For first grade, one teacher per 16 students.
- (3) For second grade, one teacher per 17 students.
- (4) For third grade, one teacher per 17 students.

In grades four through 12, local school administrative units shall have the maximum flexibility to use allotted teacher positions to maximize student achievement."

SECTION 2. This act is effective when it becomes law and applies beginning with the 2017-2018 school year.





CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

MAY 1, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

County Manager - NCDOT Presentation on the State Transportation Improvement Program

BRIEF SUMMARY:

The NCDOT Director of Outreach and Community Affairs for Division 10, Warren Cooksey, has been invited to the May work session by Commissioner Poole to discuss the State Transportation Improvement Program.

A list of Cabarrus County Projects and their current status has also been attached in case there are questions about those projects.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Elizabeth Poole, Commissioner
Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [NCDOT current projects](#)
-

Cabarrus-Rowan MPO
Division 10 Transportation Update
4/10/2017

	TIP #	City	Route	From	To	Description	Contractor	Status
ARRA RAILROAD	ARRA RAILROAD							
	P-5208 A,C,G	Harrisburg	Existing Rail Line	Mecklenburg County Line	Haydock	Railroad Road Bed Construction	Crowder Construction	Completion date 5/15/17. Add additional mainline track to speed up corridor and reduce train noise.
	P-5208 B	Harrisburg	SR 1158 (Pharr Mill Road)	Pharr Mill	Pharr Mill	Construct Grade Separation and relocate intersections. Also includes relocation of Shamrock Road.	Blythe Brothers	Project finalized. Working on roadway realignment changes in GIS and abandonment of Old Pharr Mill to Harrisburg.
	P-5208 D	Harrisburg	SR 1304 (Roberta Road)	NC 49	SR 1161 (Stallings Road)	Extend Roberta Road from NC 49 to Stallings with Grade Separation.	Blythe Brothers	Final Inspection on entire project performed on March 1st. Waiting on final punch list items.
	P-5208 E	Harrisburg	Caldwell Park Drive	SR 1173 (Caldwell Road)	Dead End	Reconstruct existing roadway and install bridge in order to access properties after closure of private crossings	Granite Contracting, LLC	Project completed, finalized and accepted. Millbrook turned back over to the Town of Harrisburg.
	P-5208 F	Harrisburg	SR 1173 (Caldwell Road)	Caldwell Road	Caldwell Road	Construct Grade Separation over tracks and remove existing crossing	Blythe Brothers	Project completed and finalized and accepted.
	P-4405E	Harrisburg	New Driveway/Property Access	Doster Property	SR 1161 Stallings Road	New property access for Doster property through school and park property out to Stallings Road	TBD	Project completed and finalized and accepted.
I-85 PROJECT	I-85 PROJECT							
	I-3802A		I-85	NC 73	Lane Street/Rowan County	I-85 Widening, Reconstruction of US 29/601, Earnhardt Blvd, and Lane Street Interchanges from NC 73 to Rowan County	Blythe Construction	Project under construction. Lane shift/changes on US 601 interchange. Final design and r/w acquisition well underway. Jeff Littlefield Resident Engineer
	I-3803B		I-85	Bruton Smith Blvd	NC 73	Widening, Reconstruction of Poplar Tent and NC 73 interchanges	Lane Construction	Mainline I-85 open and accepted to maintenance. All interchanges being completed. Jeff Littlefield Resident Engineer
	I-3802AA	Kannapolis	I-85	NC 73	Lane Street/Rowan County	ITS for I-3802 A	TBD	Future Let Date October 2017
	I-5394		I-85	Mile Marker 42	Mile Marker 48	Pavement Rehab	TBD	Future Let Date May 2020
URB R	URBAN PROJECTS							
	U-3440	Kannapolis	NC 3	U-2009 (Westside Bypass)	SR 1691 (Loop Road)	Widen existing route to multi-lane facility	TBD	Project was let in November 2016. JT Russell is winning contractor. Work to begin in the Spring

Cabarrus-Rowan MPO
Division 10 Transportation Update
4/10/2017

	TIP #	City	Route	From	To	Description	Contractor	Status
U R B A N P R O J E C T S	U-4910	Concord	SR 1445 Derita Rd.	Poplar Tent Rd.	Concord Mills Blvd.	Widen to 4-lane Divided	Private Engineering Firm is AECOM	Sections A&B combined into one contract. Right of Way acquisition underway. Project was to be let August 2016. Currently held up for utility easements Revised let date to be determined once utility easements are resolved
	U-5761	Kannapolis	NC 3 (Dale Earnhardt Blvd)	N/A	N/A	Improve Intersection of NC 3 and US 29/601.	TBD	Consultant working on environmental document. Future Let Date July 2019
	U-5806	Concord	Concord Mills Flyover	I-85	Concord Mills Mall	Construct a flyover bridge from I-85 to First Entrance into Mall	TBD	Construction has to be built over 3 seasons so let date has been adjusted to Fall 2018. Right of Way funds requested
RURAL PROJECTS								
R U R A L	R-5778	Midland	Bill McGee Road/Extension	Wallace Road	Dead End	Rehabilitation and extension of Bill McGee Road	JT Russell	Project under construction. Completion June, 2017. J. Littlefield Residnet Engineer
	R-2246B	Concord	George Liles Pkwy	SR 1431 Weddington Rd	SR 1304 Roberta Rd	Extension on New Location	Blythe Conconstruction	Under Construction. Completion September 2017. George Liles open from Weddington Road to US 29
CONGESTION MITIGATION PROJECTS								
C O N G E S T I O N	C-4916C	Kannapolis	Oakwood Avenue	South of Covenant	Rogers Lake	Installation of sidewalk and crossings	Vaughn & Melton (Design)	Plans being reviewed and finaled
	C-4918A	Concord	C-MAQ Intersection	US 29	Poplar Tent	Re-design and convert to superstreet	Stantec	Right of Way acquisition complete. City of Concord to update specs for project. Will let as soon as specs are complete
	C-4918B	Concord	C-MAQ NC 3	US 601	Union Street	Widen cross section on NC 3. Add additional through lane on SB US 601, etc	Kimely-Horn (Design)	Construction has been completed. Project open to traffic
BRIDGE PROJECTS								
	B-3421	Concord	SR 1002 (Cabarrus Avenue)	N/A	N/A	Replace bridge over Railroad	Blythe Construction	Project completed and finaled. Punch list being completed.
	B-5136	Concord	US 29/601	NC 73	Davidson Drive	Replace bridges 66 & 69 on US 29	TBD	Let August, 2015
	B-4972	Mt. Pleasant	SR 1006	N/A	N/A	Replace bridge over Rocky River	Lee Construction	Project under construction. Expected completion December 2016

Attachment number 1 \n

Cabarrus-Rowan MPO
Division 10 Transportation Update
4/10/2017

B R I D G E P R O J E C T S	TIP #	City	Route	From	To	Description	Contractor	Status
	B-5123	Concord	US 29	N/A	N/A	Replace Bridges 14 & 19 over Rocky River north of CMS and access road	Blythe Development	Project opened and awarded to Blythe Development
	17BP.10.R.9		SR 1161 (Stallings Road)	N/A	N/A	Replace Bridge over Back Creek	TBD	Construction summer 2016
	17BP.10.R.52	Mt. Pleasant	SR 2416 (Mt. Olive Rd.)	N/A	N/A	Replace Bridge over McAllister Creek	TBD	Plans Completed Awaiting Letting to Seal Letting Date May 2016
	17BP.10.R.53		SR 1442 (Windy Rd)	N/A	N/A	Replace Bridge over 120012 over Emerson Branch	TBD	Project completed except for punchlist items. Opened to traffic March 14, 2017
	17BP.10.R.65		SR 2434 (Sisk Carter)	N/A	N/A	Replace Bridge over Branch Jennie Wolf Creek	TBD	Plans Completed Awaiting Letting to Seal Letting Date July 2016
	B-5548		NC 49	N/A	N/A	Replace bridge 103 over Dutch Buffalo Creek on NC 49	TBD	Future Let Date January 2017
	B-5793		SR 2443 (Crowell Road)	N/A	N/A	Replace Bridge 120201 on Crowell Rd (SR 2443) Over Little Buffalo Creek	TBD	Planning Stages Letting Date April 2017
	B-5804	Kannapolis	SR 2000 (Brantley Rd)	N/A	N/A	Replace Bridge 120056 on Brantley Rd (SR 2000) over Lake Fisher	Blythe	Express Design Build Coupled with 3802A widening Waiting on Duke to rise power lines 95' Proposed Letting Date July 2017
	B-5790		SR 1006 (Main Street)	N/A	N/A	Replace Bridge 1200239 on Main Street (SR 1006) Over McAllister Creek	TBD	Express Design Build Data Collection Stages Proposed Letting Date July 2017
	B-5813		NC 73	N/A	N/A	Replace Bridge 120132 on NC 73 Over Dutch Buffalo Creek	TBD	Express Design Build Data Collection Stages Proposed Letting Date July 2017
	17BP.10.R.62	Harrisburg	SR 1168	N/A	N/A	Replace Bridge 120171 on SR 1168 (Robinson Ch. Rd) over Fuda Creek	TBD	Plans Completed Awaiting Letting to Seal Letting Date June 2017
	17BP.10.C.2		SR 2603 (Little Bear Creek Road)	N/A	N/A	Replace Pipe 120108 on SR 2603 (Little Bear Creek Rd) over Little Bear Creek	TBD	Data Collection Stages Letting Date March 2018
	B-5369	Kannapolis	SR 2114 (Centergrove Rd)	N/A	N/A	Bridge 53 over Cold Water Creek on SR 2114 (Centergrove Rd)	TBD	Planning Stages Future Let Date March 2018
	B-5372	Kannapolis	SR 1706	N/A	N/A	Bridge 109 over US 29 on SR 1706 (East First St.)	TBD	Planning Stages Future Let Date June 2019

Attachment number 1 in

Cabarrus-Rowan MPO
Division 10 Transportation Update
4/10/2017

	TIP #	City	Route	From	To	Description	Contractor	Status
M U N I C I P A L P R O J E C T S	MUNICIPAL PROJECTS							
	C-4916 C	Kannapolis	N/A	N/A	N/A	Sidewalk along oakwood Ave. around Shady Brook School	TBD	Future Let Date June 2016 (Municipality)
	U-5522	Concord	N/A	N/A	N/A	City of Concord Traffic Management Center	TBD	TBA
	C-5157	Harrisburg	SR 1166, SR 1168, & SR 1161	N/A	N/A	Construct Sidewalks on Tom Query, Robinson Church, and Stallings Rd	TBD	Future Let Date September 2016 (Municipality)
	C-5161	Kannapolis	N/A	N/A	N/A	Construct Irish Buffalo Creek Greenway	TBD	Future Let Date September 2016 (Municipality)
	C-5502	Kannapolis	SR 2154	Forrest Park Dr	Mission Tripp St.	Sidewalk for Little Texas Rd. from Forrest Park Dr. to Mission Tripp St.	TBD	Future Let Date September 2016 (Municipality)
	C-5159	Kannapolis	Roxie St, NC 3, & Dale Earnhardt Blvd	N/A	N/A	Street Improvements to Roxie St, NC 3 & Dale Earnhardt Blvd.	TBD	Future Let Date September 2017 (Municipality)
S A F E T Y	EB-5732	Concord	SR 2894 (Concord Mills Blvd)	US 29	SR 1431 (Weddington Rd)	Construct Sidewalks on Concord Mills Blvd and portions of Weddington Rd from US 29 to SR 1431	TBD	Future Let Date July 2018. HNTB selected as the consultant. Setting up meeting with Speedway officials
	HIGHWAY SAFETY PROJECTS							
	W-5601 CW		NC 49 & SR 1309 (Stough Rd.)	N/A	N/A	Safety Improvements to NC 49 and SR 1309 (Stough Rd)	TBD	Future Let Date August 2016
V A R I O U S	VARIOUS PROJECTS							
			Various			2016 Annual Contract Resurfacing	Blythe Construction	Contract awarded
		Harrisburg	Raging Ridge Extension	End Pavement	SR 1161 (Stallings Road)	Construct roadway and bridge on new location from end of existing Raging Ridge to Stallings Road.	TBD	Project finaled on January 5, 2017. Waiting on punchlist to be finaled and warranty period for contract to be completed.



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

MAY 1, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Solid Waste - Franchise Agreement Request For Proposal Discussion

BRIEF SUMMARY:

The current refuse removal/recycling franchise agreement expires in December 2017. Staff has been working on developing a Request for Proposal (RFP) package which will be posted in the next 60 days. Staff would like to communicate the intent of the RFP, highlight several details of the RFP and discuss how the current agreement is structured. Staff also will discuss the timeline of the bid process, required public hearings and actual contract process.

REQUESTED ACTION:

For discussion at the work session.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kevin Grant, Sustainability Manager
Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Franchise Agreement 2008-2012](#)
 - ☐ [Franchise Agreement 2013-2017](#)
-

CABARRUS COUNTY - CONTRACT CONTROL SHEET

Routing Order: (1) Originating Department, (2) Contract Administrator, (3) County Attorney, (4) Return to Contract Admin.

ORIGINATING DEPARTMENT

(THIS IS THE ONLY SECTION TO BE COMPLETED BY ORIGINATING DEPARTMENT)

Contractor/Vendor: Allied Waste - CMS Landfill Vendor Number: 30097Purpose: Franchise Agreement

Amount: _____ Account # budgeted: _____

Department Number: 1710 Dept. Rep.: Pam DuboisTYPE OF CONTRACT (Please check one) ☐ New ☒ Renewal Effective Date: 01/01/2008Expiration Date: 12/31/2012Checklist☒ County Policy Review☐ Vendor W-9Insurance Certificate(s) Requested☐ General Liability Insurance☐ Automobile Liability Insurance☐ Worker's Comp InsuranceOriginals / Copies to be Distributed☒ Original/copies to Vendor☐ Other Routing Instructions☐ Copies to originating Department☐ Electronic Form contract submitted to Contract AdministratorDepartment Head Signature _____ Date: 08/29/2007

Signature above verifies this document has been reviewed and approved by the Department Head.

INFORMATION TECHNOLOGY DIRECTOR

(Applicable only for hardware/software purchase or related services)

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature: N/A Date: _____**CONTRACT ADMINISTRATOR**Date Received: 08/28/2007 Contract Control #: 746Sufficient funds are available in the proper account to pay for this expenditure. N/A Yes ☐ No ☐A budget amendment is necessary before this agreement is approved. " Yes ☐ No ☐A budget amendment is attached as required for approval of this agreement. " Yes ☐ No ☐Does this contract require Board of Commissioners action? Yes ☒ No ☐ Date of action: 7-23-07 KMDoes this contract require ^{Chairman} County Manager action? Yes ☒ No ☐ Date of action: 9-28-07-KM☒ Pre-audit certification completed. ☐ Non-appropriation clause included for multi-year contracts.Contract Administrator's Signature: Allen Bandiera Date: 08/29/2007**COUNTY ATTORNEY**

This document has been reviewed and approved by the County Attorney in relation to legal content.

County Attorney's Signature: OK P. Dubois by R. Kato Date: 9/14/07 on phone

AA

Completed and Filed by Contract Administrator:

Date: _____

**SOLID WASTE COLLECTION AND DISPOSAL
EXCLUSIVE FRANCHISE AGREEMENT**

THIS AGREEMENT, made and entered into this 9-23-07, by and between Cabarrus County, North Carolina by and through its Board of County Commissioners (County), and BFI Waste Systems of North America, Inc. (Disposal) and BFI Waste Services, LLC dba Allied Waste Services (Collection), hereinafter referenced to as "BFI" or "Allied" or "Allied/BFI".

WHEREAS, the County is duly authorized to grant exclusive franchises for the collection and disposal of solid waste within the unincorporated portions of Cabarrus County, North Carolina; and

WHEREAS, the County has found that granting of exclusive solid waste disposal and residential collection franchises to Allied/BFI is in the best interest of the public, and

WHEREAS, The County will provide disposal services for its residents as well as disposal service for the City of Kannapolis including that portion of the City within Rowan County, North Carolina and the Towns of Mount Pleasant and Harrisburg, all within Cabarrus County; and

WHEREAS, said BFI has presented satisfactory evidence to the County that it is in adequate physical and financial position to provide such disposal service under all rules and regulations.

Now, therefore, in consideration of the promises and mutual covenants herein contained, the parties hereto intending to be legally bound, hereby agree as follows:

SECTION 1 – DEFINITIONS

For the purpose of this Agreement, the definitions contained in this section shall apply unless otherwise specifically stated. When not inconsistent to the context, words used in the present tense include the future, words in plural numbers include the singular, and words in the singular number include plural. The word "shall" is always mandatory and not merely directory.

Apartment or Condominiums – Shall mean a building housing four (4) or more living units under one roof.

Board – Shall mean the Board of County Commissioners of Cabarrus County, North Carolina.

Bulky Waste – Shall mean large items of solid waste such as furniture, mattresses and other household items unsuitable for containerization, limited to two (2) cubic yards.

Citizen Drop-Off Facility – Shall mean that facility specifically designed, constructed, and operated by Allied/BFI to receive refuse and solid waste from all residents of the County (including residents of the City of Kannapolis residing within Rowan County) and small businesses delivered in private vehicles and trucks.

City – Shall mean the City of Kannapolis including those portions of the City within Cabarrus County and Rowan County, North Carolina.

Collection Services – Shall mean the provision of service to remove refuse and solid waste from a designated storage point for disposal at a separate location utilizing personnel and specially designed equipment for such purpose. Collection Service includes Residential Collection Service, Recycling Collection Service, and Special Services.

Collector (Allied/BFI) – Shall mean a corporation authorized to do business in the State of North Carolina, or its successor in interest, whether an individual, firm, partnership, joint venture, corporation, or association who has executed a Franchise Agreement with the County.

Container – Shall mean an appropriate container for the storage of refuse and solid waste for collection and shall include bins, which are usually lifted or loaded mechanically by trucks.

County – Shall mean Cabarrus County, North Carolina.

Customers – Shall mean a single family residence, a multifamily residence with three (3) or less units, or a nonresidential establishment using four (4) or less ninety (90) gallon roll out containers being furnished collection service by Allied.

Disposal Site or Disposal Facility – Shall mean that facility in the County designated to receive residential refuse and solid waste collected by the City and Towns. The Disposal Site or Facility may include one or all of the following: Citizen Drop-Off Facility and the Landfill.

Fuel Recovery Fee – Shall mean a separate line fuel charge of 7.5% of the monthly charge beginning with January 1, 2008.

Hazardous Waste – Shall mean materials or combinations of materials that require special management techniques because of their acute and/or chronic effects on air and water quality; or fish, wildlife, or other biota; and on the health and welfare of the public. These materials include, but are not limited to, hazardous, infectious, medical, volatile chemicals, biological, explosives, flammable, radioactive, and toxic waste, substances or materials.

Landfill – Shall mean that Facility receiving refuse and solid waste for final disposal.

Refuse – Shall mean accumulation of putrescible materials which are the normal waste products of residences and commercial enterprises and industries, but excluding hazardous waste, bulky waste, and materials requiring special handling and/or processing.

Recyclable Materials – Shall mean materials separated, at the point of generation, by the generator or his agent for purposes of recycling and/or reuse.

Recycling Collection Service – Shall mean the collection by the operator of recyclable materials placed in specially marked and designated containers.

Residential Collection Service – Shall mean the provision of Collection Service to residences that include single-family dwellings and structures with three or less living units and nonresidential establishments served by four (4) or less ninety (90) gallon roll out containers.

Special Services – Shall mean the provision of service to a customer of special nature not included in Residential Service such as backyard pickup of containers, collection of large quantities of solid waste, the removal of dead animals and other such services of a special nature.

Solid Waste – Shall mean a general term that includes refuse, bulky waste, and the accumulation of waste materials from any source or operation, but excluding hazardous waste.

Towns – Shall mean the Town of Mount Pleasant, North Carolina and the Town of Harrisburg, North Carolina, both of which are within the County.

White Goods – Shall mean refrigerators, washing machines, dishwashers, water heaters and other similar appliances.

Transfer Station – Shall mean a facility for receiving refuse and solid waste from various collection trucks and other vehicles for the purpose of transferring it to large trucks for transport to a landfill.

SECTION 2 – EXCLUSIVE FRANCHISE

2.1

Pursuant to this Agreement; by adoption of the ordinance granting the franchises herein described and approving this Agreement; pursuant to the authority granted by N.C.G.S. 160A, Article 20, N.C.G.S. 153A-46 and 153A-136, N.C.G.S. 160A, Article 16, N.C.G.S. 130A, Article 11, and all other applicable state and local law and ordinances; pursuant to the interlocal agreement between the County and the City; and pursuant to the interlocal agreements between the County and the Towns; this Agreement is entered for the purposes of promoting the health and welfare of the citizens of Cabarrus County, the City, and the Towns, and is a long term contract for the collection and disposal of municipal solid waste as more particularly described below. This Agreement grants to and confers upon Allied/BFI the following rights and privileges:

- A. The long term contract, and the exclusive right and franchise, to collect solid waste from all residential units in the unincorporated areas of the County, except as otherwise provided herein or by applicable law,
- B. The long term contract, and the exclusive right and franchise, to establish, own, or operate within the unincorporated areas of the County municipal solid waste

management facilities, Disposal Sites, and Disposal Facilities, including sanitary landfills, transfer stations, Citizen Drop-Off Facilities, and resource recovery facilities, but excluding citizen drop-off facilities owned by the County and facilities dedicated to the disposal of construction and demolition debris, and excluding facilities for recycling so long as no more than twenty percent (20%) of the materials accepted at such facilities are waste or residue which cannot be recycled;

- C. The long term contract, and the exclusive right and franchise, to serve as the exclusive municipal solid waste management facility for the County, to the fullest extent allowed by law, and the exclusive right and franchise to be designated as the exclusive municipal solid waste management facility for the disposal of all municipal solid waste generated from within the County, entitled to receive for disposal all such municipal solid waste to the extent the County can control its disposal, whether by ordinance, contract, or otherwise.
- D. The long term contract, and the exclusive right and franchise, to serve as the exclusive municipal solid waste management facility for the City and each of the Towns, to the fullest extent allowed by law, and the exclusive right and franchise to be designated as the exclusive municipal solid waste management facility for the disposal of all municipal solid waste generated from within the City and each Town, entitled to receive for disposal all such residential municipal solid waste to the extent the County can control its disposal whether by ordinance, contract, or otherwise.

The County enters into this Agreement on its own behalf and on behalf of the City and each Town, pursuant to its authority under the above described statutes, laws, and ordinances, and pursuant to its interlocal agreement with the City, and its interlocal agreement with each Town.

The grant of these rights is subject to the condition that Allied/BFI comply with all requirements of the Agreement.

2.2 Allied/BFI shall provide, directly or through subcontractors, all labor, materials, equipment, skills, tools, machinery, supervision, facilities, and other services to provide the Collection Services required herein. Allied/BFI shall pay, at its expense, all costs, expenses, license fees, and charges required to perform the Collection Services including any disposal charges at the Disposal Site.

Allied/BFI shall comply with all applicable local, state, and federal rules and regulations.

2.3 The relationship between the parties shall be limited to performance of this Agreement solely in accordance with its terms. No party shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party and nothing in this Agreement shall be deemed to constitute either party a partner, agent, or legal representative of the other party or to create any fiduciary relationship. Allied/BFI's status shall be that of an independent contractor.

SECTION 3 – INDEMNIFICATION

Allied/BFI will indemnify and hold harmless the County and its agents and employees from and against all liabilities, claims, damages, losses, and expense including attorney's fees arising out of or resulting from the performance of the work, providing that any such liability, claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefore and (b) is caused in whole or in part by a negligent act or omission of Allied/BFI, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder. In any and all claims against the County or any of its agents or employees, by an employee of Allied/BFI, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for Allied/BFI or any subcontractor under workmen's compensation acts, disability benefits acts or other employee benefit acts.

SECTION 4 – TERM

The term of this Agreement shall be for five (5) years from January 1, 2008 through December 31, 2012. Up to one hundred eighty (180) days prior to the end of the term, Allied/BFI shall notify the County of the pending expiration of this Agreement. This Agreement may be renewed for one successive period of five (5) years upon the same terms and conditions then in force upon the written Agreement of the County and Allied/BFI with the addition of a Fuel Recovery Fee to be outlined under Section 8. Payment. Upon the failure of either party to agree to a renewal within one hundred and twenty (120) days prior to the end of the term, this Agreement shall terminate. It is understood by both parties that this provision to renew the Agreement for five (5) years does not constitute an obligation to the County or Allied/BFI for such renewal.

It is understood that unless and until such renewal agreement is in place that landfill space at Allied/BFI's Charlotte Motor Speedway Landfill (the CMS Landfill) is not guaranteed beyond the initial five (5) years.

SECTION 5 – STATEMENT OF ASSURANCE

Allied/BFI, for the term of this Agreement, assures the County that said Allied/BFI will not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Allied/BFI's employees or applicants for employment (as provided in Title VI of the 1964 Civil Rights Act, and applicable North Carolina laws) and understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, Allied/BFI herein assures the County that said Allied/BFI will comply with Title VI of the Civil Rights Act of 1964 when federal grants(s) is/are involved. Other applicable Federal and State laws, Executive Orders, and regulations prohibiting discrimination as hereinabove referenced are included by this reference thereto. This Statement of Assurance shall be interpreted to include Veterans and Disabled Veterans within its protective range of applicability.

SECTION 6 – RESPONSIBILITIES OF ALLIED/BFI

6.1 General

Allied/BFI shall do all the work and furnish, at its own expense, all labor, materials, equipment, and other facilities, as may be necessary and proper for performing and completing the work under this Agreement.

Unless otherwise expressly provided, the means and methods of collection shall be as Allied may choose, subject, however, to the approval of the County which shall not be unreasonably withheld. Only adequate and safe procedures, methods, and equipment shall be used. Allied shall provide an adequate number of vehicles for regular collection services. All vehicles, containers, and other equipment shall be kept in good repair, appearance, and in a sanitary condition.

6.2 Initiation of Service

A customer shall initiate residential collection service by contacting Allied. When a customer contacts Allied to initiate residential service, Allied shall make a record of the order. Allied reserves the right to solicit for the provision of such residential service.

Allied shall not deny collection services to any customer requesting such service except as provided herein. In the event of any disputes with a Customer, the County shall make the final determination.

6.3 Residential Collection Service

Allied shall provide curbside residential refuse collection and disposal service to all residential customers requesting such service. The basic residential service shall consist of the following:

1. Once per week pick up of one (1) roll-out ninety (90) gallon container
2. Once per week pick up of Bulky Waste
3. Once per week pick up of one (1) 18-gallon recycling bin if the Board of County Commissioners requests this service.

Subscribers must place all refuse in the roll-out container supplied by Allied. The roll-out container must be placed at the curbside by 6:00 a.m. on the specified collection day.

Allied will provide additional services such as additional containers, extra refuse collection, and pickup of white goods and recycling materials for additional rates and terms as governed by Section 8 of this Agreement.

Residential collection services shall not be conducted before 6:00 a.m. or after 6:00 p.m.

No collections shall be made on Sunday in areas zoned residential.

The owners of multiple-family dwellings, condominium complexes and mobile home parks may choose either residential or commercial collection and disposal service. In the event an owner or appropriate association shall choose residential service, the residential collection and disposal rate shall apply to each unit.

6.4 Recycling Collection Service

The Board may at any time prior to January 1, 2008, require Allied, upon sixty days written notice, to provide curbside recycling services to all residential customers receiving residential refuse collection. The recycling collection service shall be once-per-week. Allied shall supply each customer an eighteen (18) gallon bin. Rates for this service shall be governed by Section 8 of this Agreement.

If the Board should request Allied to provide curbside recycling services beginning after January 1, 2008, the rates in Section 8 do not apply and new rates shall be subject to agreement between the County and Allied.

Materials to be collected and recycled include: newsprint, glass containers, aluminum cans, other metals, and HDPE and PET plastic containers. The recycled materials will become the property of Allied who shall be responsible for marketing the materials and incurring all costs associated with the work and who will be entitled to any and all revenues derived from the sale of such materials. Allied shall submit to the County on a monthly basis a summary of the quantity of each material recycled.

Recycling collection services shall be subject to the same hours of operation and restrictions as residential curbside collection and disposal services.

This program, including materials recycled, may be modified from time to time by written agreement between the County and Allied. Any proposed changes to the program may be initiated by either party to the Agreement.

6.5 Yard Waste

The Board may at any time require Allied to provide curbside yard waste collection services to all residential customers receiving residential refuse collection service.

6.6 Citizen Drop-Off Facility

Allied/BFI shall receive residential municipal solid wastes delivered in plastic bags by individual citizens at its CMS Landfill site. Vehicles to be handled are personal passenger vehicles and trucks. Allied/BFI may require proper identification to assure the vehicles are delivering solid waste generated within Cabarrus County or that portion of Kannapolis within Rowan County.

The operation of the facility shall be in accordance with Allied/BFI's standard practice. Allied/BFI may establish such reasonable rules and regulations for the facility's operation and maintenance. Allied/BFI is responsible for all permitting and construction and operating costs.

The Citizen Drop-Off Facility shall be open six days per week, Monday through Saturday inclusive, and closed on Sunday. It shall be open from 8:00 a.m. to 5:00 p.m. Monday through Friday, and, at a minimum, from 8:00 a.m. to 12:00 p.m. on Saturday.

BFI is solely responsible for the proper disposal of all solid wastes accepted at the facility.

The County may operate its own Drop-Off Facility elsewhere in an unincorporated area of the County. BFI will accept solid waste delivered to it by the County from its Drop-Off Facility at no charge.

- Rental fees will be waived on Allied-owned containers used for municipal solid waste located at the Cabarrus County landfill.
- Allied will place containers for the collection of cardboard at the Cabarrus County Human Services Center (1303 S. Cannon Blvd., Kannapolis) and one potential future site free of charge. Cardboard will be collected at that site by Allied and will be transported to a recycling center free of charge.
- Allied will provide recycling collection at County-owned facilities free of charge.

6.7 Disposal Facility

CMS Landfill shall be the designated Disposal Facility in Cabarrus County for residential solid wastes collected in the City of Kannapolis and the Towns of Mount Pleasant and Harrisburg by residential collection vehicles. Such residential collection vehicles may include those operated directly by the communities or by a private firm under contract to the community.

The County shall require that residential solid waste collected from within the City or from within that Town be delivered for disposal to CMS Landfill to the fullest extent allowed by law, whether by ordinance, contract, or otherwise.

The disposal facility shall be open six days per week, Monday through Saturday inclusive, and be closed on Sunday. It shall be open from 6:00 a.m. to 5:00 p.m. Monday through Friday and from 6:00 a.m. to 12:00 p.m. on Saturday.

6.8 Holidays

Allied/BFI will not be required to provide residential or commercial collection services nor operate the Citizen Drop-Off Facility and disposal facility on the following holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Allied shall nevertheless collect solid waste once per week. Allied shall notify all customers of changes in schedules when holidays are observed.

6.9 Record Keeping and Reporting

Allied shall maintain a current listing of all residential customers and make this list available to the County upon request.

Fifteen (15) days following the end of each quarter, Allied shall provide a report on its operations to the County including the following:

- Number of residential collection service customers and quantity of solid waste collected and disposed by Allied/BFI from the unincorporated areas of the County for which a franchise fee is due.
- Number of residents participating in the curbside recycling program and amount recycled by individual material, if applicable.
- Quantity of residential municipal solid waste delivered to the disposal facility by the City of Kannapolis and Towns of Mount Pleasant and Harrisburg.
- Number of complaints received from residential collection service customers and their resolution.
- Number of residential collection service delinquent accounts.
- The name and address of customers whose service has been terminated due to failure to pay.
- Delinquent Pay Policy listed in Section 8.3 Billing.

On the last day of each calendar year, BFI shall submit a report to the County certifying that BFI has sufficient capacity at its landfill(s) or contracted with other landfills to meet the disposal capacity requirements under this Agreement through the remaining term of the Agreement. The specific sanitary landfill(s) furnishing such capacity shall be identified.

6.10 Preservation of Property

Allied shall reasonably attempt to preserve from damage all property along the line of the collection services, or which is in the vicinity of or is in any way affected by the performance of the collection service. This applies, but is not limited to the public utilities, trees, lawn areas, building monuments or marks, fences, pipe and underground structures, public streets (except natural wear and tear of streets resulting from legitimate use thereof by Allied and not due to the fault of any other entity), and wherever such property is damaged due to the activities of Allied, it shall be immediately restored to its original condition by Allied at its own expense.

In case of failure on the part of Allied to restore such property, or make good such damage or injury, the County may, upon 48-hours written notice to Allied, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be billed by the County to Allied.

6.11 Spillage and/or Litter

Allied shall be responsible for picking up and/or removing any spillage or litter resulting from the performance of the collection services by Allied.

6.12 Identification

All solid waste collection vehicles and equipment operated by Allied shall be clearly marked with the name of Allied and its telephone number.

All employees of Allied shall wear uniforms identifying them as employees of the firm and the trucks and equipment will be properly marked with the Allied Waste logo.

6.13 Office

Allied/BFI shall maintain an office within Cabarrus County with regular business hours, five days per week, Monday through Friday. Allied/BFI shall have adequate personnel and facilities and a toll free number to receive and duly respond to complaints and questions made or raised by a customer of Allied/BFI.

6.14 Complaints and Service Disputes

Allied/BFI shall respond to customer complaints within 24 hours and will use its best efforts to resolve complaints received from customers and other persons as a result of its operations under this Agreement. Also, Allied/BFI shall fully cooperate with the County in addressing such complaints.

Allied/BFI shall maintain an up-to-date file listing all complaints received and the response to action taken with respect thereto. Such files shall be made available to the County upon request.

Any disagreements between residential customers regarding service shall be finally decided by the authorized representatives of the County or his/her designee within ten (10) days after submittal of such disagreement by the customers or Allied/BFI.

6.15 Provision of Information to Subscribers

Allied will provide written information to subscribers of residential collection service describing methods of collection, types of collection, acceptable material for collection, pick up schedules and other pertinent information as necessary and upon any changes to the collection process or to rates.

At the request of the County, Allied may distribute information provided by the County to its subscribers of residential collection service. The County will provide the materials in the format prescribed by Allied and will reimburse Allied for the cost of inserting the material in an agreed upon quarterly billing.

SECTION 7 – COUNTY RESPONSIBILITIES

7.1 Preservation of Rights

Cabarrus County, through its Board of County Commissioners, hereby agrees to take all necessary and suitable resolutions for the protection of the rights, privileges, and property of Allied/BFI and all of the contract rights granted to Allied/BFI under this Agreement.

SECTION 8 – Payment

8.1 Rates

As part of the consideration for the services to be performed by Allied hereunder, Allied may charge each customer the following fees for the following services (these fees shall be adjusted in accordance with the terms and provisions of Section 8.2):

A. Residential Curbside Collection and Disposal Service

The rates of payment to Allied for:

1. Once per week pick up of one (1) ninety (90) gallon roll-out container, and
2. Once per week pick up of Bulky Waste
\$12.78 per month (includes collection and disposal) or \$38.34 per quarter

The charge for each additional ninety (90) gallon roll-out container:

3. \$9.84 per month for customers in single family residential units
4. \$13.34 per month for all other customers

B. Recycling curbside residential service

The rate of payment to Allied for residential once-a-week curbside pick up of recyclable materials, to be provided only if required by the Board for all residential subscribers, shall be:

\$3.75 per month

Should the current agreement with FCR, operator of the Mecklenburg County MRF, change during the life of this franchise, adjustments would be required in the collection rate. Any materials added or deleted from the program must be by mutual consent.

C. Provision of Other Collection Services

Collection of White Goods: \$15.00 per item, scheduled one (1) x per week

Allied/BFI shall not charge any fee for recyclable materials delivered to the facility.

D. Disposal Fee

The rate of payment to BFI by the City of Kannapolis and the Towns of Mount Pleasant and Harrisburg for provision of residential municipal solid waste disposal

services to the City of Kannapolis and the Towns of Mount Pleasant and Harrisburg at the Disposal Facility shall be:

\$34.49 per ton. This rate will be fixed through 2009, then increased beginning January 1, 2010 in accordance with Section 8.2 below.

E. Citizen Drop-Off Facility

The rate of payment to BFI for provision of service at the Citizen Drop-Off Facility shall be charged at a one (1) ton minimum.

If for any reason, residential municipal solid waste cannot be accepted at the CMS Landfill, then BFI will dispose of the solid waste governed by this Franchise and be entitled to the then existing Disposal Fee plus any additional transportation cost incurred by BFI in the transfer of such waste to an alternative, properly permitted disposal site; provided that, if a less expensive means of transfer and/or disposal is available to the County by a provider other than BFI, the County may cause its residential municipal solid waste to be disposed of by that provider without penalty or reprisal.

If residential municipal solid waste cannot be accepted at the CMS Landfill, BFI will provide written, advance notice to the County as early as possible.

F. Special Services

In the event Allied/BFI is requested to provide Special services, it may do so but is not required to do so. Such services will be provided upon such rates and other terms as may be agreed upon between Allied/BFI and the Customer requesting the Special Service.

8.2 Rate Adjustments

A. CPI

The Rates, set forth in Sections 8.1 A, B and C above, as adjusted, shall be increased upon the commencement of the second (2nd) year of this Agreement and upon the commencement of each subsequent year thereafter by a percentage equal to the percentage increase in the Consumer Price Index, United States Average for all items Portion, New Series, for Urban Wage Earners and Clerical Workers, as published by the United States Department of Labor (CPI).

The Rates, set forth in Sections 8.1 D and E above, as adjusted, shall be increased upon the commencement of the third (3rd) year of this Agreement and upon the commencement of each subsequent year thereafter by a percentage equal to the percentage increase in the Consumer Price Index, United States Average for all items Portion, New Series, for Urban Wage Earners and Clerical Workers, as published by the United States Department of Labor.

B. Fuel Recovery Fee

The Rates, set forth in Sections 8.1 A, B and C above, as adjusted, shall be assessed an additional 7.5% fuel recovery fee which will be included on residential curbside service. This fee may be adjusted on the anniversary date of the Contract to reflect an increase or decrease of the current retail cost of fuel upon mutual agreement between the County and Allied.

The rates specified in Section 8.1 may also be adjusted to reflect additional direct costs incurred by Allied/BFI in the collection or disposal of solid waste pursuant to this Franchise as the result of changes to federal, state, or local laws, ordinances, rules or regulations.

Any rate adjustment shall be subject to the provision of thirty (30) days advance written notice to the County and the Customers.

8.3 Billing

Allied/BFI shall be responsible for billing and collecting on all residential and special services. Allied/BFI shall use its customary billing and collection procedures and in accordance with customary business practices of the industry.

Allied/BFI may deny collection and disposal service to any customer who does not pay his bill following reasonable notice to the customer that the account is in arrears. Allied/BFI may pursue all reasonable and legal avenues to secure payment of any account in arrears in their payment to Allied/BFI per Allied/BFI's Delinquent Pay Policy.

8.4 Franchise Fee

The franchise fee shall be a flat \$25,000 paid annually on a date determined by the County.

SECTION 9 – SPECIAL CONDITIONS

9.1 Representatives

The authorized representative of the County for purposes of this Agreement shall be:

County Manager
Cabarrus County
65 Church Street, SE
Post Office Box 707
Concord, NC 28026-0707

The authorized representative of Allied/BFI for purposes of this Agreement shall be:

Senior Vice President Operations, Patrick McNulty
Allied Waste
PO Box 219
Pineville, NC 28134

Either party may change its representative upon five days prior notice to the other party.

9.2 Default of Contract

Should Allied/BFI abandon or delay unnecessarily the performance of, or in any manner refuse or fail to comply with any of the terms of this Agreement or neglect or refuse to comply with the instructions of the County relative thereto, the County shall notify Allied/BFI, in writing, of such abandonment, delay, refusal, failure, or neglect and direct them to comply with all provisions of the Agreement. Copies of such written notice shall be mailed to the surety that issued performance and payment bonds and presented to the Board of County Commissioners for action. The Board of County Commissioners shall hear the matter at an open session within ten (10) days after receipt of written notice from the County and shall make a determination within seven (7) days after hearing the Board of County Commissioners whether or not the action in question is a breach of the terms of this Agreement. Allied/BFI agrees to be present at such hearing and show cause why it has abandoned, denied, refused, failed or neglected to comply with the terms of the Agreement.

Should Allied/BFI fail to appear or fail to show cause why it has abandoned, delayed, refused, failed or neglected to comply with the terms of the Agreement satisfactory to the Board of County Commissioners, such Board may declare a default of the Agreement and notify Allied/BFI and the surety that issued the performance and payment bond of such declaration of default, and the Board of County Commissioners may take such other actions it may deem advisable.

Upon receipt by the County of such declaration of default, Allied/BFI agrees upon request of the County to discontinue the work.

9.3 Transfer of Ownership

This Agreement shall not be assigned or transferred, or if a corporation, controlling interest in the corporation shall not be sold without the consent of the Board of County Commissioners, which consent if given shall be evidenced by a resolution of this Board.

Allied/BFI may assign this Agreement to a parent company or subsidiary thereof without the consent of the Board, provided that Allied/BFI shall remain responsible for the timely and complete performance of the work under this Agreement.

9.4 Compliance Equal Opportunity Act

During the performance under the terms of this Franchise Agreement, Allied/BFI must be in compliance with Title VII of the 1964 Civil Rights Act and the Equal Opportunity Act in 1972 in that Allied/BFI shall not on the grounds of race, color, national origin, or sex, discriminate in any form or manner against the franchisee's employees. Allied/BFI in accepting this Agreement shall by acceptance be deemed to have given assurance to Cabarrus County that this said Franchise as granted by Cabarrus County is conditioned upon the veracity of such assurance.

9.5 Bond and Insurance

Performance and Payment Bonds:

Allied/BFI will execute the performance and payment Bonds included herein as security for the faithful performance and payment of all its obligations under this Agreement. This bond shall be in the amount of \$100,000 in such form and with such sureties as are acceptable to the County. Prior to execution of the Agreement, the County may require Allied/BFI to furnish such other Bonds, in such form and with such sureties as the County may require.

Allied/BFI's Liability Insurance:

Allied/BFI will purchase and maintain such insurance as will provide protection from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Allied/BFI employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than Allied/BFI employees from claims for injury to or destruction of tangible property including loss of use resulting therefrom – any or all of which may arise out of or result from Allied/BFI's operations under the Agreement, whether such operations be by Allied/BFI or by any subcontractor or anyone directly or indirectly employed by Allied/BFI or its subcontractors or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, Allied/BFI will file with the County certificates of such insurance, reasonably acceptable to the County; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled until at least thirty days prior written notice has been given to the County.

Insurance Required:

A. General

Before starting and until completion of the term of the Agreement, Allied/BFI shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) through (5) inclusive below.

Allied/BFI shall require each of its Subcontractors to procure and maintain, until the completion of that Subcontractor's work insurance of the types and to the limits specified in paragraphs (1) through (5) inclusive below. It shall be the responsibility of Allied/BFI to insure that all its Subcontractors comply with all of the insurance requirements contained herein relating to such Subcontractors.

B. Coverage

The amounts and types of insurance shall conform to the following minimum requirements.

1. Worker's Compensation – Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a limit of \$100,000 each accident.
- b. Notice of Cancellation – The policy must be endorsed to provide the owner with thirty (30) days' notice of cancellation.

2. Comprehensive General Liability – Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

- a. Minimum limits of \$1,000,000 per occurrence and \$5,000,000 aggregate combined single limit for Bodily Injury Liability and Property Damage Liability.
- b. Premises and/or Operations.
- c. Independent Contractors.
- d. Products and/or Completed Operations.
- e. XCU Coverages.
- f. Board Form Property Damage including Completed Operations.
- g. Contractual Coverage applicable to this specific contract including any hold harmless and/or indemnification agreement.
- h. Additional Insured – The owner is to be specifically included as an additional insured.
- i. Notice of Cancellation – The policy must be endorsed to provide the owner with thirty (30) days' notice of cancellation.

3. Comprehensive Automobile Liability – Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. Minimum limit of \$1,000,000 per occurrence combined single limit for bodily Injury Liability and Property Damage Liability.
- b. Owned Vehicles.
- c. Hired and Non-Owned Vehicles.
- d. Employee Non-Ownership.

- c. Notice of Cancellation -- The policy must be endorsed to provide the owner with thirty (30) days' notice of cancellation.

4. Certificates of Insurance -- Certificates of Insurance in triplicate evidencing the insurance coverage specified in the previous paragraphs (1) to (3) inclusive shall be filed with the owner before operations are begun. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this contract and section and the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this contract.

If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished thirty (30) days prior to the date of their expiration.

The following cancellation clause must appear on the Certificate of Insurance. The present Cancellation Clause appearing on the Certificate must be X'd out and initialed by the Agent of the Insurer.

Cancellation -- Should any of the above described policies be canceled before the stated expiration date thereof, insurer will not cancel same until at least 30 days' prior written notice has been given to the below named certificate holder. This prior notice provision is a part of the above-described policies. Job Location:

9.6 Decision of Questions

To help resolve all disputes, it is understood that all questions arising as to the proper performance and the amount to be paid for under this Agreement shall be decided by the County, subject to the right of the Collector to appeal to the Board of County Commissioners whose decision shall be final provided, however, if a question of law is involved, either party is entitled to have the dispute heard in a court of law.

9.7 Force Majeure

Notwithstanding any provision other than as set forth in this Section, Force Majeure, the performance of this Agreement may be suspended and the obligations thereunder excused in the event that such performance is prevented by an event beyond the control of Allied/BFI (Force Majeure) and Allied/BFI acts in the following manner:

1. Allied/BFI shall affirmatively prove to the County the occurrence of a Force Majeure event and the time delay thereby to the performance of the provisions of this Agreement.

2. Should the County find that a Force Majeure event has occurred, it shall extend the time for performance accordingly. Provided that in the event the County, exercising its reasonable discretion, finds that the Force Majeure event will prevent or alter performance or for such a period of time as to make performance unreasonable, the County may declare the Agreement terminated.

3. A Force Majeure is defined for the purpose of this Agreement as:

Compliance with any order of any governmental authority or court, acts of war, rebellion, insurrection, sabotage or damage resulting therefrom, fires, floods, inclement weather, explosions, washouts, riots, strikes, slowdowns and walkouts, blockouts, industrial disturbance or events similar to these above. Provided, that any Force Majeure event or its effects must be affirmatively shown to have been beyond the reasonable control of Allied/BFI. Provided still further that Allied/BFI shall give written notice to the County within three months of the event in question, served on the County, as a condition precedent to invoking the provisions of this Section 9.7 – Force Majeure.

The parties further recognize that the provision of this Section 9.7 shall in no way limit Allied/BFI's duty, as otherwise specified herein, to secure all necessary permits and comply with all applicable laws, regulations, or permit conditions. Any administrative or legal proceedings required to be carried out by Allied/BFI shall be pursued until all available appeals have been exhausted, unless written instruction to the contrary is received from the Board of County Commissioners.

Provided still further that in the event of strikes, slowdowns, walkouts, blockouts, industrial disturbances or other labor disputes, Allied/BFI will take all reasonable steps to continue full operation within the required time. Among such steps which may be required would be the transfer of personnel from any other locations hiring of additional short-term employees, and the contracting with other entities to provide the necessary equipment or manpower required to perform Allied/BFI's responsibilities under this Agreement.

4. Should a Force Majeure event be determined to have occurred under the provisions of this Section 9.7 – Force Majeure, Allied/BFI may seek an adjustment in some or all of the rates in Section 8 of this Agreement.

In this event, Allied/BFI must provide thirty (30) days' written notice of its intent to seek an increase of rate(s) to the County. Allied/BFI shall fully and completely document any increased costs and demonstrate the impact, if any, upon the then current rates in Section 8 of this Agreement.

Following receipt of such documentation and certification for a rate(s) increase, the County will review such request within thirty (30) days. The County, may in its sole discretion, take whatever action it deems appropriate and necessary with respect to such requests including granting the increase or a portion thereof or denying any rate increase.

9.8 Severability

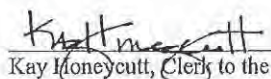
In the Event that any article, section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise Agreement to be duly executed, in duplicate, this 28th day of September, 2007.

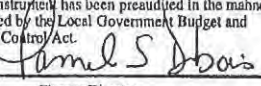
County of Cabarrus, North Carolina


Board of Commissioners

ATTEST:


Kay Moneycutt, Clerk to the Board


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

By: 
Finance Director

Date: 9/27/07

BFI Waste Services, LLC dba Allied Waste Services
BFI Waste Systems of North America, Inc.


Robert Forneck
General Manager, BFI Waste Services, LLC
dba Allied Waste Services


Brad Green
BFI Waste Systems of North America, Inc.

AMENDMENT OF SOLID WASTE COLLECTION AND DISPOSAL EXCLUSIVE FRANCHISE AGREEMENT

This Amendment of Solid Waste Collection and Disposal Exclusive Franchise Agreement (the "Amendment") is made and entered into on October 5, 2012 by and between Cabarrus County, North Carolina by and through its Board of County Commissioners (the "County"), and BFI Waste Services, LLC, and BFI Waste Systems of North America, LLC, as successor-in-interest to BFI Waste Systems of North America, Inc. (collectively, "BFI").

Recitals

A. The County and BFI entered into that certain Solid Waste Collection and Disposal Exclusive Franchise Agreement, dated July 23, 2007 (the "Agreement"), pursuant to which the County granted to the Contractor the exclusive franchise to provide Residential solid waste collection and disposal in the County.

B. The parties desire to enter into this Amendment to extend the term of the Agreement and to modify other terms of the Agreement in accordance with the terms of this Amendment.

Agreement

1. Term. The parties agree to extend the term by five years, so that the Agreement shall expire on December 31, 2017.

2. Rates. The parties agree that notwithstanding anything to the contrary in the Agreement, as of January 1, 2013, the rates for the services (subject to adjustment as set forth in Section 5 below) shall be as follows:

(a) \$14.00 per month per home for once per week collection in a 90-gallon roll-out container of residential Refuse and Bulky Waste plus \$11.35 per month per extra container; and

(b) \$3.04 per month per home for every other week collection of recyclable materials in carts.

3. Recycling Rebate. As of January 1, 2013, BFI shall deliver the recyclable materials that it collects pursuant to the Agreement to Sonoco Recycling. Sonoco Recycling shall pay any applicable rebates to County directly for any recyclable materials that are accepted for processing at Sonoco. Notwithstanding the foregoing, the County agrees that BFI may elect to deliver the recyclable materials to an alternate facility upon mutual agreement of the parties. Should the County direct BFI to deliver recyclable materials to another processing facility that requires additional transportation costs to BFI, then BFI may adjust the recycling rebate or the per month charge to the residents.

4. Disposal Fee. Upon full execution of this Amendment, BFI shall reduce the disposal fee set forth in Section 8.1D of the Agreement by 3% and shall further reduce the disposal fee by an additional 2% effective as of January 1, 2013.

5. CPI Adjustment. The parties agree that notwithstanding anything to the contrary in Section 8.2A of the Agreement, any CPI increase shall occur on each anniversary of the date of

the Agreement in an amount equal to 75% of the percentage increase in the Consumer Price Index, United States Average for all items, New Series, for Urban Wage Earners and Clerical Workers, as published by the United States Department of Labor.

6. Fuel Recovery Fee. The parties agree that, effective as of the date of this Amendment, the first paragraph of Section 8.2(B) of the Agreement is deleted in its entirety and replaced with the following:

“A Fuel Recovery Fee may be added and/or adjusted on each anniversary date of the Agreement to reflect an increase or decrease of the current retail cost of fuel upon mutual agreement between the County and BFI. The parties agree that the baseline for the cost of fuel and the calculation of any adjustments to the Fuel Recovery Fee during the extended term of the Agreement shall be average cost of diesel fuel for the month of January, 2013 per the Department of Energy’s website, “Lower Atlantic” listing.”

7. Insurance. The parties agree that BFI’s insurance shall be shall be considered primary and non-contributory over any insurance coverage the County may have. BFI’s insurance policy shall include a waiver of subrogation endorsement.

8. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect including the provisions relating to the ability of the parties to renew this Agreement at that time.

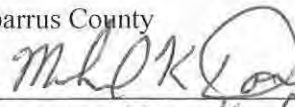
9. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

10. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first written above.


Cabarrus County

By: 
Name: MICHAEL K. DOWNS
Its: COUNTY MANAGER 10/5/12

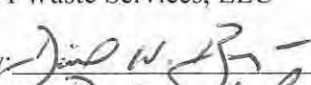
Attest:

By: 

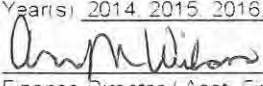
BFI Waste Systems of North America, LLC

By: 
Name: BARTOW KELLER
Its: General Manager

BFI Waste Services, LLC

By: 
Name: David W. Berque
Its: General Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act: subject to approval of Fiscal Year(s) 2014, 2015, 2016, 2017, 2018 budget funding.

 9/25/12
Finance Director / Asst. Finance Director Date



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**MAY 1, 2017
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

County Manager - Discussion Related to Former County Home Property

BRIEF SUMMARY:

The County owns property to the east and south of the Cooperative Extension Building on Cabarrus Avenue. That property is part of the former County Home land. It was previously donated to Habitat for Humanity by the County but due to topographic constraints they were not able to use it and returned it to the County. The City of Concord has expressed interest in developing some recreational facilities on the land and staff is seeking guidance from the Board of Commissioners on how to proceed with those discussions.

REQUESTED ACTION:

For discussion at the work session.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



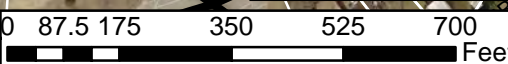
Subject Properties

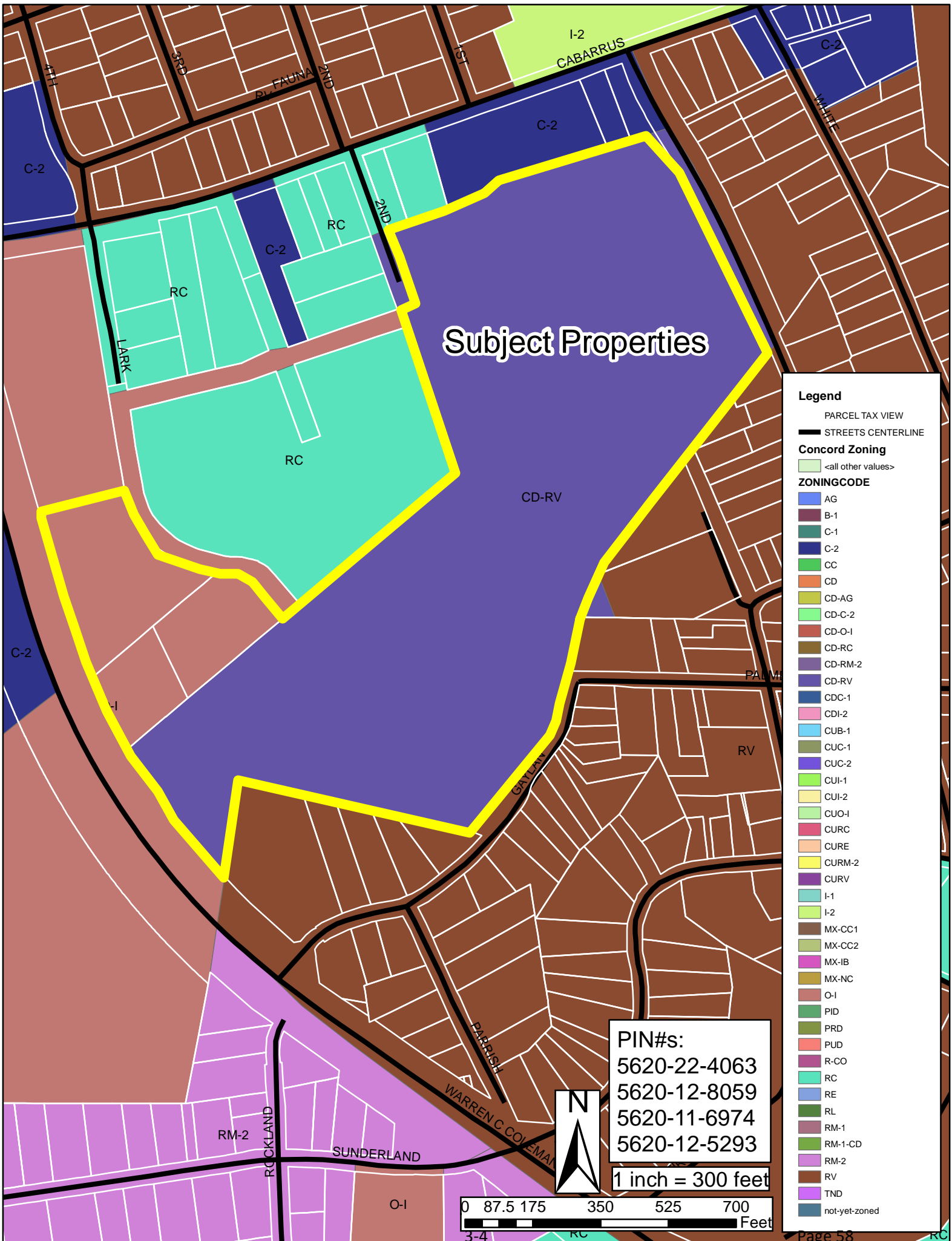
Legend
PARCEL TAX VIEW
STREETS CENTERLINE

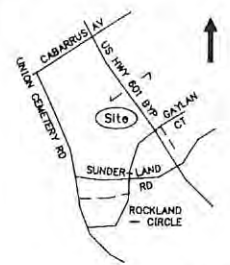
PIN#s:
5620-22-4063
5620-12-8059
5620-11-6974
5620-12-5293



1 inch = 300 feet







Vicinity Map
1" = 2000'

This plot is subject to any rights-of-way, easements, or agreements of record prior to date of survey.

This property does not lie in a Special Flood Hazard Zone.

Reference : F.I.R.M. Panel # 370036 0115 B
Published by : Federal Insurance Administration
Effective Date : May 5, 1981

and
Reference : F.I.R.M. Panel # 370037 0005 C
Published by : Federal Insurance Administration
Effective Date : July 31st., 1981

e.i.p. = Existing Iron Pipe, as described (FOUND)
e.i.r. = Existing Iron Rod, as described (FOUND)
n.i.p. = New Iron Pin, (SET)
cp. = Computed Point / No Physical Monumentation
--- = Center Tower Line / Duke Power
o--o = EMH = Existing manholes and sewer lines

City of Concord sewer lines plotted from actual field location and "Street Map" Board of Light & Water Comm's sheets E-2 & E-3. All lines subject to 30' Right of Way.

N.C. Grid
NAD 83

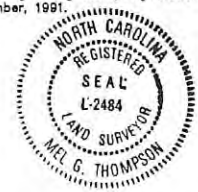
Area determined by
Coordinate Geometry

Grid Bearings
Ground Measure Dist's
by EDM

State of North Carolina, Cabarrus County

I, Mel G. Thompson, certify that this plot was drawn under my supervision from an actual survey made under my supervision; that the ratio of precision is 1 : 39,449; that the boundaries not surveyed are shown as broken lines plotted from information found in documents of record as shown hereon; that this plot was prepared in accordance with G.S. 47 - 30 as amended. Witness my original signature, registration number and seal this 14th day of November, 1991.

Mel G. Thompson
Mel G. Thompson, R.L.S. (L-2484)



State of North Carolina, Cabarrus County

I, Ruby A. Nicholson, a Notary Public of the County and State aforesaid, certify that Mel G. Thompson, a Registered Land Surveyor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp this 14th day of November, 1991.

Ruby A. Nicholson
Ruby A. Nicholson
My Commission Expires 12/04/94



mel g. thompson and associates, p.a.
professional land surveyors
207 south main street
kannapolis, north carolina 28081
telephone (704) 938 - 4661

State of North Carolina, Cabarrus County

The foregoing certificate of Ruby A. Nicholson, Notary Public, is certified to be correct. This instrument was presented for registration & recorded in Plat Book 25, Page 14, this 18th day of Nov., 1991, at 10:57 A.M.

Charles B. Ross
Register of Deeds
Deputy

Curve	Radius	Chord B & D	Arc Length	Tangent	Delta
C1	920.80'	N 15°33'38" W 218.64'	219.18'	110.10'	13°38'13"
C2	920.80'	N 26°22'08" W 128.14'	128.24'	64.22'	7°58'47"
C3	6815.58'	N 31°27'02" W 259.80'	259.81'	129.92'	2°11'03"
C4	2013.00'	S 22°38'44" E 559.90'	561.72'	282.70'	15°59'17"
C5	2013.00'	S 33°29'48" E 200.63'	200.71'	100.44'	5°42'46"
C6	2013.00'	S 42°07'15" E 404.65'	405.33'	203.35'	11°32'13"
C7	1813.00'	N 29°17'55" W 916.89'	926.96'	473.85'	29°17'40"

I, Mel G. Thompson, Registered Land Surveyor No. L-2484, certify to one or more of the following circled statements:

a. That this plot is of a survey that creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land;

b. That this plot is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;

c. That this plot is of a survey of an existing parcel or parcels of land;

d. That this plot is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;

e. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in (a) through (d) above.

Mel G. Thompson
Mel G. Thompson, Registered Land Surveyor No. L-2484

Parcel Identification #'s and Deed Ref's of tracts surveyed are as follows :

- pin # 5620 21 1812 - Dbk. 19, Pg. 193
- pin # 5620 01 9776 - Dbk. 86, Pg. 288
- pin # 5620 11 1535 - " "
- pin # 5620 22 3979 - " "
- pin # 5620 23 7194 - " "
- pin # 5620 22 8767 - " "
- pin # 5620 12 9356 - " "
- pin # 5620 02 6168 - Dbk. 265, Pg. 468
- pin # 5620 12 3738 - Dbk. 446, Pg. 25

Boundary Survey for
Cabarrus County, North Carolina
Located : Twp. # 11 Cabarrus Co, Concord, N.C.
Survey Date : October 18th., 1991
Scale : 1" = 200' Job # 91 09 02



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**MAY 1, 2017
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Active Living and Parks - Park Operation Hours

BRIEF SUMMARY:

Staff receives approximately 20 comments a year from park customers about hours of operation. Normal hours of operation at all parks are 8:00am - 8:00pm (Frank Liske Park 9:00pm) April 1 - October 31. November 1 - February 28 park hours are 8:00am - 5:00pm Monday - Friday and 9:00am - 5:00pm Saturday and Sunday. In March all parks are 8:00am - 8:00pm. These have been the park hours for many years. For comparison, City of Concord parks are open November-March 8:00 a.m. - 7:00 p.m. and April-October 8:00 a.m. - 9:00 p.m. Their lighted facilities may be open later, similar to other municipalities.

While a change in park hours is not a necessity, it is requested by some park patrons, depending on who you talk to. Most of these comments stem from unseasonably warm weather in the winter months that has customers wanting to visit the parks after work, and extremely hot weather in the summer that has customers wanting to enter the parks earlier.

The attached information has the total number of hours and cost to the County. Opening one hour earlier at all parks and closing two hours later would be a direct cost of \$52,453.00

After discussion of the hours, logistics, costs, and staffing the Active Living and Parks Commission recommends all park facilities open one hour earlier than the currently approved schedule. One hour would require an additional 30 minutes of opening/closing the parks. The part time staff cost increase will be approximately 1.5 hours per day and result

in a direct cost of \$26,227.00. Since the trails aren't lighted, an after dark option wouldn't be safe.

REQUESTED ACTION:

For discussion at the work session.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Londa Strong, Director Active Living and Parks
Byron Haigler, Superintendent

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

▯ [ALPs Park Operation Hours](#)



Budget Amendment Request

Date 5/15/2017

Amount 4,000.00

Department Head Londa Strong

Department ACTIVE LIVING & PARKS ADMIN

Prepared By Kristin Jones

☐ Internal Transfer within Department ☒ Transfer between Department/Funds ☐ Supplemental Request

Purpose To appropriate funds for the parks to be open an additional hour in the morning at all park facilities.

Org	Obj	Proj	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00191910	9660		Contingency	326,937.00	0.00	4,000.00	322,937.00
00198145	9117		Seasonal	34,041.00	4,000.00	0.00	38,041.00
				360,978.00	4,000.00	4,000.00	360,978.00

Budget Officer

County Manager

Board of Commissioners

☐ Approved ☐ Denied

☐ Approved ☐ Denied

☐ Approved ☐ Denied

Signature

Signature

Signature

Date

Date

Date



Cabarrus County Active Living and Parks Department

Park Hours

(CURRENT)

March 1 - March 31 - All Parks

Monday – Sunday 8:00 am – 8:00 pm

April 1 – October 31

FLP Monday – Sunday 8:00 am – 9:00 pm

VVP Monday – Sunday 8:00 am – 8:00 pm

CSP Monday – Sunday 8:00 am – 8:00 pm

RWP Monday – Sunday 8:00 am – 8:00 pm

November 1 – February 28 – All Parks

Monday – Friday 8:00 am – 5:00 pm

Saturday – Sunday 9:00 am – 5:00 pm

Part Time Staff Cost:

Permanent PT Rangers: \$65,919.00 @ \$12.75 = 5,170 Hours

Seasonal Park Rangers: \$80,935.00 @ \$12.50 = 6,474 Hours

Total Hours: 11,644

Total Cost: \$146,854.00



Cabarrus County Active Living and Parks Department

Park Hours

(PROPOSED) OPENING ALL PARKS 1 HOUR EARLIER

March 1 - March 31 - All Parks

Monday – Sunday 7:00 am – 8:00 pm

April 1 – October 31

FLP Monday – Sunday 7:00 am – 9:00 pm

VVP Monday – Sunday 7:00 am – 8:00 pm

CSP Monday – Sunday 7:00 am – 8:00 pm

RWP Monday – Sunday 7:00 am – 8:00 pm

November 1 – February 28 – All Parks

Monday – Friday 7:00 am – 5:00 pm

Saturday – Sunday 8:00 am – 5:00 pm

Part Time Staff Cost Increase:

CSP – 495 Hours @ \$12.75 = \$6,312.00

VVP – 495 Hours @ \$12.75 = \$6,312.00

RWP – 495 Hours @ \$12.75 = \$6,312.00

FLP – 572 Hours (Two Rangers Open Sat. & Sun. 3/1-10/31) @ \$12.75 = \$7,293.00

Total Additional Hours Necessary: 2,057

Additional Cost: \$26,227.00

Proposed Total PT Staff Cost: \$173,081.00



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

MAY 1, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at May 15, 2017 Meeting

SUBJECT:

CCS - Funding Request for New Performance Learning Center Construction and Site Purchase

BRIEF SUMMARY:

The Cabarrus County Schools (CCS) Board of Education is requesting the Board of Commissioners to fund a new Performance Learning Center (PLC). Included in the attached letter is a request to purchase 15.9370 acres of land for the PLC in the amount of \$195,000 which includes closing costs. Funding for the land, \$195,000, and for a portion of the Engineer, Architect and Legal in the amount of \$219,000 has already been set aside by the Board of Commissioners. The approximate total cost of the entire project is \$4,240,000.

County staff recommends paying cash for engineering, architectural, technology and furnishings, and borrowing funds for the construction and infrastructure items. The County estimates borrowing \$3.5 million for this project. Technology, furnishings and start-up expenditures will be requested as part of the FY18 budget process with funding proposed from the Capital Reserve Fund.

REQUESTED ACTION:

Motion to approve the concept of funding a new Performance Learning Center.

Motion to approve the purchase of 15.9370 acres of land for the Performance Learning Center, subject to review and revision by the County Attorney

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Kluttz, Chief Financial Officer, Cabarrus County Schools
Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

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

- ☐ [PLC Funding Request](#)
 - ☐ [PLC Land Appraisal](#)
-



4401 Old Airport Road
PO Box 388
Concord NC 28026-0388

704-262-6123
704-262-6175 fax

April 13, 2017

The Honorable
Mr. Steve Morris, Chair
Ms. Diane Honeycutt, Vice Chair
Ms. Liz Poole
Mr. Blake Kiger
Cabarrus County Board of Commissioners
65 Church Street, SE
Concord, NC 28026

RE: Cabarrus County Schools Performance Learning Center (PLC) Funding Request

Dear Board of Commissioners:

As you continue to make Cabarrus County an attractive place to work, play, live, and learn, our schools do reflect the tremendous growth attendant to this population swell. To this end, we respectfully request the following funding in accordance with the concomitant timeline:

Request you approve the concept of funding the new Performance Learning Center (PLC), as outlined below:

1. That funds be made available so that the PLC can be opened in January, 2019;
2. That funding for land acquisition - \$195,000 - become available on/before July 1, 2017;
3. The land cost is included in the total project budget of \$4,240,000.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barry C. Shoemaker', followed by the date '4-13-2017' written in a similar cursive style.

Barry C. Shoemaker, Chair
Cabarrus County Schools Board of Education

Cc: Ms. Carolyn Carpenter, Mr. Tim Furr, Mr. Vince Powell, Mr. Rob Walter, Mr. David Harrison, Ms. Cindy Fertenbaugh

North Carolina Department of Transportation-Right of Way Unit

REVIEW CERTIFICATION

TIP/Parcel No.: R-2246B/076 WBS Element: 34408.2.6 County: Cabarrus
Owner(s): NCDOT FedAid Project: N/A

I HEREBY CERTIFY THAT, to the best of my knowledge and belief the facts and data reported by me and used in the review process are true and correct.

I understand that this estimate of value is to be used in connection with a highway project and/or NCDOT Real Estate transaction.

The analyses, opinions, and conclusions in this **Review Report** are limited only by the critical assumptions and limiting conditions stated in this **Review Report** and are my personal, unbiased professional analyses, opinions, and conclusions.

I have no direct or indirect, present or prospective interest in the subject property or in any benefit from the acquisition of the subject property and I have no personal interests or bias with respect to the parties involved.

I have ☐, have not ☒, performed ANY appraisal and ANY other services as an appraiser or any other capacity, regarding the property that is the subject of this appraisal within the three year period immediately preceding acceptance of this assignment.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this **Review Report**.

My estimate of the value of all items which are Compensable under State law but not eligible for Federal Aid reimbursement is \$ -0-

I personally inspected the subject parcel. I did ☒ did not ☐ personally inspect all sales/rentals considered to be comparable to the subject parcel.

My analyses, opinions, and conclusions were developed and this **Review Report** was prepared in compliance with **NCDOT Real Estate Appraisal Standards and Legal Principles** and the **Uniform Standards of Professional Appraisal Practice**. The appraisals in this assignment are to be made in accordance with all of the requirements set out in the **NCDOT Real Estate Appraisal Standards and Legal Principles** and the **Uniform Standards of Professional Appraisal Practice** and shall also comply with all applicable **Local, State, and Federal** laws, ordinances, regulations, restrictions and/or requirements; and any additions, revisions and/or supplements thereto. No one provided me with significant professional assistance with this **Review Report**.

My opinion of the difference, if any, in the "Market Value" of the entire tract **Before the Acquisition** and the "Market Value" of the remaining property immediately **After the Acquisition** is \$ 175,300, as allocated:
Allocation

Right Of Way	\$ <u>175,300</u>
Permanent Easements	\$ <u>-0-</u>
Temporary Easements	\$ <u>-0-</u>

Total Value of Land Acquired	\$ <u>175,300</u>
Value of Improvements Acquired	\$ <u>-0-</u>
Damage to Remainder	\$ <u>-0-</u>
Benefits to Remainder	\$ <u>-0-</u>
DIFFERENCE	\$ <u>175,300</u>



Dennis Warfle

03/23/17

DATE OF CERTIFICATION

REVIEW APPRAISER

Un-Economic Remnant to the Owner is a Factor ☐ Yes ☒ No

Area -0- acre Amount \$ n/a

Dennis Warfle

Administrative Approval

Dennis Warfle

APPROVED BY:

03/23/17

DATE:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY BRANCH
APPRAISAL SUMMARY SHEET

1. **TIP/Parcel No.:** R-2246B 076 **WBS Element:** 34408.2.6 **County:** CABARRUS
2. **Owner(s):** NC DOT **Fed Aid Project:** N/A

3. **Plan Sheet No.:** 12 **Survey Stations:** SS 102+00 to SS 111+00, SL -L-Right

4. Land Areas:	Area Lt of R/W	AREA IN R/W	Area Rt. Of R/W	TOTAL
	0.0 ac.	0.0 ac	15.9370 ac	15.9370 ac
5. Less: Land Area in Existing R/W:	0 ac	0 ac	0 ac	0 AC
6. Appraise Net Areas	0.0 ac.	0.0 AC	15.9370 AC	15.9370 AC

7. **Easements:** TCE: _____ **DRAINAGE:** Temp _____ Perm _____
PUE: _____ **OTHER:** _____

8. Improvements Lt. of R/W	Improvements to be Acquired	Improvements Rt. of R/W
NONE	None	None

9. Rights and Interests to be Appraised: **Unencumbered Fee Simple Interest**

10. Estimated "MARKET VALUE" of Property Immediately Before:

Land \$ 175,300
Improvements \$ 0

TOTAL \$ 175,300

11. Estimated "MARKET VALUE" of Property Immediately After:

Land \$ 0
Improvements \$ 0

TOTAL \$ 0

12. "DIFFERENCE" Between Before and After Value (If Benefited, Type BENEFITS")

\$ 175,300

James M. Owens

March 14, 2017

Signed

Date of Appraisal

Name: James M. Owens **Phone:** 704-342-1199

Address: 1235-E East Blvd. #165
Charlotte, NC 28203

E-Mail Address: jamesowens@carolina.rr.com



NCDOT Residue
TIP/Parcel: R-2246B 076

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5.106-ASSUMPTIONS AND LIMITING CONDITIONS

The Appraiser assumes:

That any legal descriptions furnished are correct.

That the title to the property is good.

That there are no encumbrances or defects of title other than those mentioned in this report.

That the property is free and clear of all liens.

That any plans furnished are correct.

This report is submitted subject to the following limiting conditions:

That no guarantee is made, nor liability for inaccuracies or errors in estimates or opinions identified in this report as being furnished by others.

That no survey of the property has been made by the appraiser and no liability is assumed on matters of a legal character affecting the property, such as title defects, overlapping boundaries, zoning violations, etc.

That the distribution of the total valuation between land and buildings applies only to the existing program of utilization. The separate valuation for land and buildings must not be used in conjunction with any other appraisal- and are invalid if so used.

That there are no hidden or unapparent conditions of the property, sub-soil or structure which render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.

The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and made no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

The appraiser obtained the information, estimates and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believe them to be true and correct.

The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

The appraiser must provide his or her prior written consent before the client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than consultants; professional appraisal organizations; or any department, agency or instrumentality of the United States or any state or the District of Columbia; The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, new, sales or other media.

Hazardous Material Statement-Unless otherwise stated, the subject property is being appraised as though free of hazardous material.

Americans with Disabilities Act- The appraiser has not considered compliance and or noncompliance issues with respect to the Americans with Disabilities Act (ADA).

Jurisdictional Exception-"An assignment condition that voids the force of a part or parts of USPAP, when compliance with a part or parts of USPAP is contrary to law or public policy applicable to the assignment."

North Carolina Department of Transportation-Right of Way Unit Preamble

A. Objective of Appraisal and Purpose of Report

The objective of this appraisal is to estimate the subject property's market value. The report purpose is to present data and analyses which support the opinion of value.

B. Definition of Market Value

As defined in The Appraisal of Real Estate, 12th Edition, “**MARKET VALUE is the most probable price, as of a specified date, in cash or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a “Fair Sale”, with the Buyer and Seller each acting prudently, knowledgeable, and for self-interest, and assuming that neither is under undue stimuli.**”

C. Scope of Appraisal

The scope of this appraisal involves an inspection of the subject property and general area, research into the market for sales and other comparable information, analysis of the findings, and a report of the findings in a narrative format.

D. Hazardous Material Statement

Unless otherwise stated in this report, the existence of hazardous material and/or contamination which may or may not be present on the property was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the property value. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client/property owner is urged to retain an expert in this field, if desired. That is, the subject property is appraised "**as clean**".

E. Americans with Disabilities Act

The appraiser has not made a specific compliance survey and analysis of the subject parcel to determine whether or not it is in conformity with the various detailed requirements of the **American with Disabilities Act ("ADA")**. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the **ADA** could reveal that the subject parcel is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative affect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible non-compliance with the requirements of **ADA** in estimating the subject value.

5.107- Appraisal Scope

Report Form: The Appraisal Report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) Standards Rule 2. At a minimum, the Appraisal Report must summarize the appraiser's analysis and the rationale for the conclusions.

Approaches to value: The appraisal function is to formulate an opinion of the 'market value' of the NCDOT residual parcel.

The subject property is 15.9370 vacant acres owned by the NC DOT that front George Liles Parkway just east of the Highway 29 Interchange. The property is a residue of the George Liles Parkway acquisitions. Due to being vacant land, the value opinion is formulated based on sales comparison.

The cost and income approaches are not applied due to the subject being vacant land.

Data Sources and Research: Appraisal data is obtained from public and private sources including the Register of Deeds, office files, multiple listing services, published data, real estate professionals and the Cabarrus County Planning Department.

The subject's land area is from residual parcel data provided by NCDOT. Other parcel information is from physical inspection, the recorded deed, and tax records.

Client/Intended User: NC Department of Transportation

Appraisal Use: The NC Department of Transportation is to use the appraisal to assist in a possible sale of the Residue Parcel.

Value Type and Definition:

Market Value: According to "The Appraisal of Real Estate" 13th Edition published by the Appraisal Institute, the following market value definition is widely used by agencies that regulate federally insured financial institutions. 'The most probable price which as property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as a specified date and the passing of title from seller to buyer under conditions whereby:

- a) Buyer and seller are typically motivated.
- b) Both parties are well informed or well advised and acting in what they consider their own best interest.
- c) A reasonable time is allowed for exposure in the open market.
- d) Payment is made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e) The price represents a normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale.'

Extraordinary Assumptions and Hypothetical Conditions

Environmental Extraordinary Assumption: The appraisal assumes the site is not affected by environmental contamination.

Hypothetical Conditions: None

Effective Date of Appraisal: March 14, 2017

Date of Report: March 17, 2017

Owner: Residue-NC Department of Transportation

Property Address: George Liles Parkway, Concord, NC 28027

Tax Parcel: Residue: 5600-70-8560 Cabarrus County within Concord City Limits

Property Identification: Residue: 15.9370 acres

The property is identified by reference to the tax parcel identification.

Property Rights: The property rights being appraised are the fee simple estate.

Fee simple estate is defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation.

Exposure Time Opinion: The USPAP refers to exposure time as the time a property would reasonably be marketed before the date of appraisal.

Review of area properties finds listing to contract exposure times of three to 15 months. However, the subject is a landlocked parcel with a limited buyer pool. Therefore, the exposure time opinion is one to two years.

The exposure time opinion, listing to closing, is 1 to 2 years assuming the property is marketed at or near market value in a manner typical of the market.

5.200- Property Inspection

James M. Owens inspected the property on March 14, 2017. The inspection consisted of walking and photographing the subject from along the fenced George Liles Parkway frontage.

The market area inspection consisted of driving through the area, discussion with area real estate brokers, review of tax information, review of historical sales and review of planning documents.

5.201: Market Area Analysis and Description

The subject is east of Highway 29 fronting George Liles Parkway in southwest Concord.

The neighborhood boundaries are Highway 29 to the south, Coddle Creek to the west, Popular Tent Road to the north and Rock Hill Church Road to the east. George Liles Parkway, a recently completed limited access thoroughfare running between Interstate 85 (2.25 miles north of subject) and Roberta Road to the south, splits the neighborhood.

The area is a mix of single family subdivisions, institutional uses and vacant or agricultural land with commercial development along Highway 29 and at the George Liles and Popular Tent intersection. Approximately 50% of the neighborhood is vacant or agricultural land.

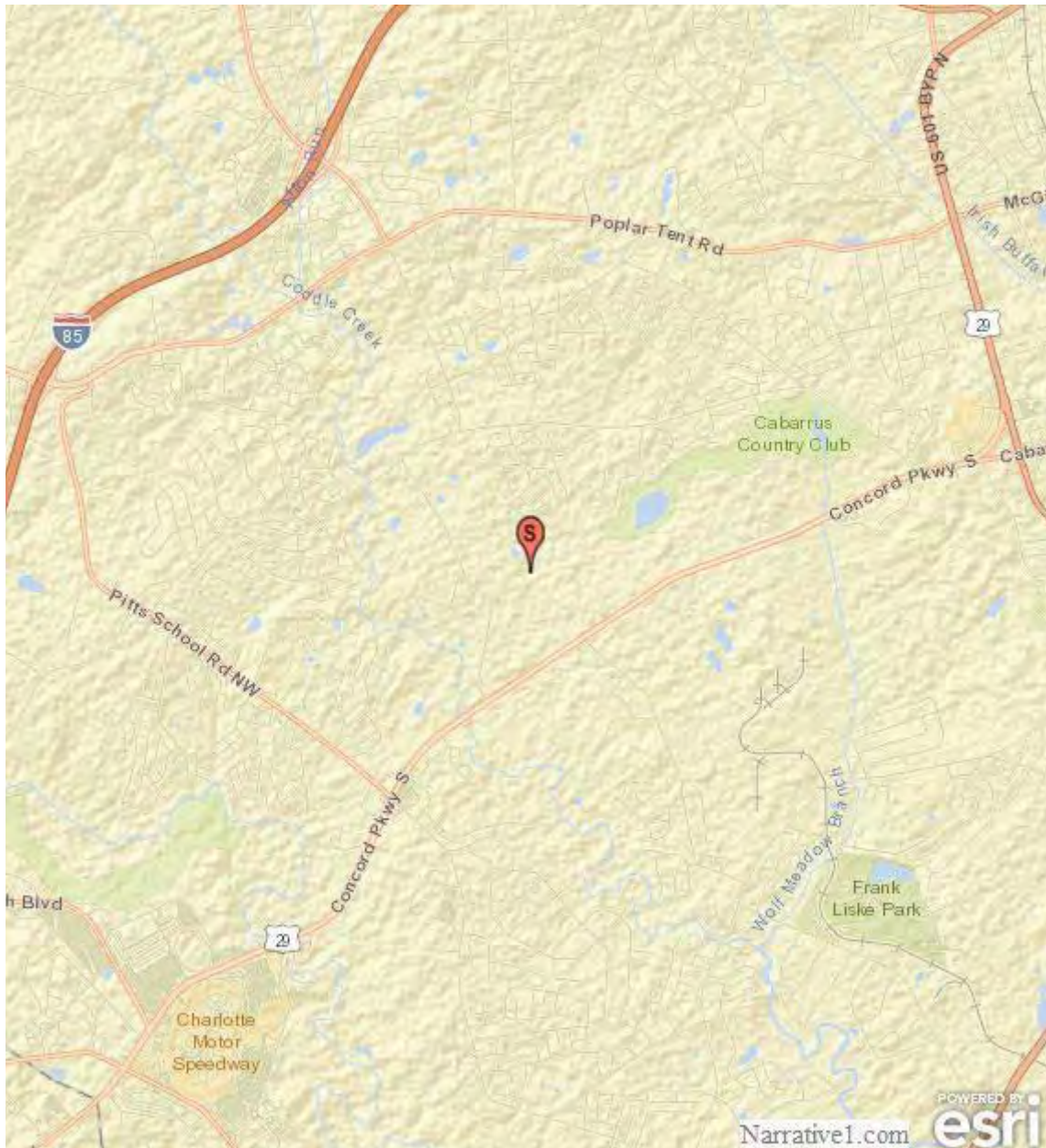
Sheffield Manor is a 313 home single family subdivision adjacent and north the subject accessible from Weddington Road. Developed in the mid to late 1990's the typical home is near 2,500 square feet currently selling for \$225,000 to \$275,000. Other nearby subdivisions surround the Concord Country Club north of the subject in the Foxlair and Asheford Green subdivisions where homes range from \$300,000 to over \$500,000.

Between George Liles Parkway and Coddle Creek the majority of land is agricultural. Vacant residential land values range from near \$10,000 to \$50,000 per acre dependent upon access and other physical features.

In the immediate subject area is Weddington Hills Elementary School and Harold E. Winkler Middle School (adjacent the subject) with both accessible from Weddington Road.

The area will likely continue to transition from rural to suburban over the next 10 years with commercial development at major intersections.

Neighborhood Map



PROPERTY DESCRIPTION:
Land, Improvements, Zoning, and Tax Assessment

5.202: LAND

Location: Eastbound George Liles Parkway just east of Highway 29 interchange.

Existing Use: Vacant

Size and shape: 15.9370 acres near rectangular with 685 feet of inaccessible frontage along George Liles Parkway.

Existing Road Right of Way: Stated land area assumed outside George Liles right of way

Road Frontage: 685 feet fronting George Liles Parkway (controlled access)

Access: Landlocked, only access is across lands of others

Topography and Appearance: Majority of site is level; a small creek runs along the eastern boundary

Utilities: Public water is across George Liles in the public right of way and sanitary sewer runs along the subject's eastern or rear boundary. A natural gas pipeline appears to runs along the George Liles Parkway frontage.

Flood Zone: None: FEMA Map Number: 37025C0080 D
FEMA Map Date:

Wet Lands and Surface Water Buffers: No wetlands known.

Watershed: Outside regulated Watershed

Soil and Subsoil Analyses: Typical clay soil, the appraiser is unaware of any adverse soil or subsoil conditions. The appraiser is not qualified to do an engineering study.

Drainage: Site drains to southeast and small creek that runs along or near eastern boundary

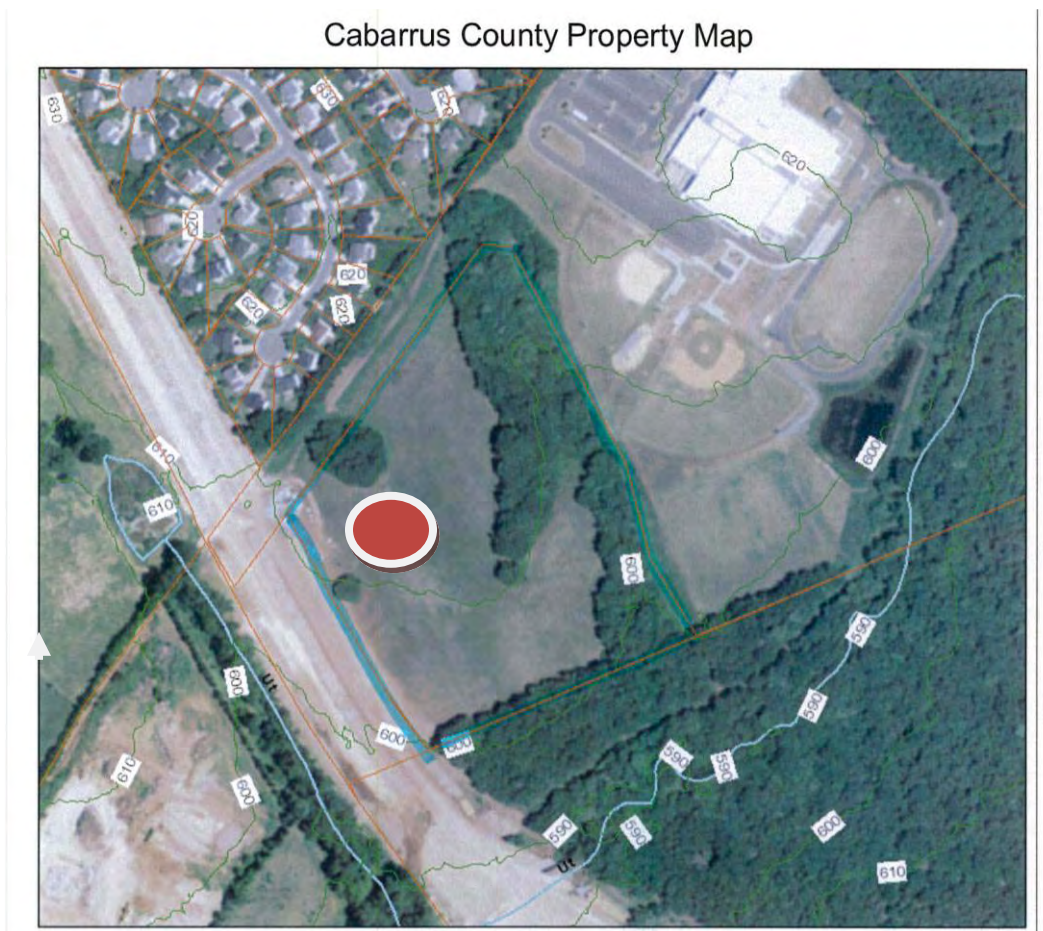
Timber and Mineral Deposits: Wooded along eastern boundary but majority is open

Encumbrance and Easements: No adverse easements observed. A sewer line runs along the eastern boundary and a natural gas line runs along the George Liles frontage but neither easement is adverse.

Air Rights/Allotments: None known

Observed Hazardous Material: None observed

Environmental: The appraiser is unaware if any adverse environmental condition exists that may affect the subject's value. An environmental study is beyond appraisal's scope.



5.203. IMPROVEMENTS:

Other than fencing along the George Liles frontage the residual parcel is vacant.

5.204: ZONING

The City of Concord zones the site RM-2, Residential Medium Density: "The district is established to provide for areas for medium density, single-family residential uses, with a maximum of four dwelling units per acre, where facilities and services exist with capacity to serve development..."

The following standards apply.

Minimum lot size (sq. ft.)-	10,000
Maximum Density/acre	4
Impervious Surface Ratio	None
Minimum Public Street Frontage	15 feet
Minimum lot width-	75 feet
Minimum lot depth	100 feet
Maximum building height	35 feet
Minimum front setback-	25 feet
Maximum front setback	None
Minimum side yard-	10 feet
Minimum rear yard	25 feet

Zoning Conclusion: Current zoning designates the subject for single family use; thus, it is assumed that future use and zoning will be single family residential if access can be obtained.

5.205: TAX ASSESSMENT

Concord-Cabarrus

The combined 2016-17 Concord and Cabarrus County tax rate is \$1.1800 per \$100 of assessed value. The subject's assessment follows:

<u>Parcel</u>	5600-70-8560
	<u>Residual</u>
Land	\$854,300 **
Other	\$0
Improvements	\$0
Total	\$854,300
2016-17 Taxes	\$10,080.74**

****The NCDOT is tax exempt.**

5.206: Public and Private Restrictions

Deed Restrictions: None known.

5.207: History of the Subject Property

NCDOT Residual: Obtained from Mary H. Dalton and husband James G. Dalton Sr. and other Dalton family members on December 20, 2012 for a total \$158,875 as recorded in the General Warranty Deed recorded in Deed Book 10301 at page 339 of the Cabarrus County Public Registry.

Marketing: None known

No other known contracts, listings or sales in previous five years.

5.208: HIGHEST AND BEST USE ANALYSIS:

Highest and best use is the use from among reasonable, probable, and legal alternative uses found to be physically possible, appropriately supported, financially feasible and which results in highest land value. In analyzing highest and best use the appraiser looks at the property "as if vacant" using four criteria.

1. Physically Possible
2. Legally Permissible
3. Financially Feasible
4. Maximally Productive

1-Physically Possible: The 15.9370 acre site is mostly level with no adverse topography. Assuming adequate soil, the property can support legally permissible uses.

2-Legally Permissible: The subject is zoned RM-2, single family residential with up to four units per acre permitted. Public water and sewer are available. But the property has no accessible road frontage and is thus not developable.

'As if vacant', the property has two likely options: assemble with an adjacent land for single family subdivision development; or leave vacant for speculation.

3-Financially Feasible: Any use that brings a positive return to the land is financially feasible.

To be developed the site has to be assembled with an adjacent property that has accessible street frontage. Approximately 50% of area land is vacant or used agriculturally with most land having public access. With a high percentage of vacant usable land in the area, the subject has low demand due to lack of access. As the area develops and land becomes scarce subject demand will increase.

Therefore, the highest and best use is to hold the land for speculation with likely future use residential via assemblage with adjacent land.

4-Maximally Productive: The use among the financially feasible uses that brings the highest income to the land is the most maximally productive use.

The highest and best use opinion is formulated in the previous category.

Conclusion: The analysis indicates the highest and best use 'as if vacant' is to hold for speculation with future single family use via assemblage in accordance with zoning likely.

Valuation:

Sales Comparison Approach **(Land Value by Comparison)**

5.211-Cost Approach

The Dictionary of Real Estate Appraisal 6th Edition defines the cost approach as 'a set of procedures through which a value indication is derived for the fee simple estate by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive or profit; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property interest being appraised.

In the subject's case, the cost approach is not applicable and excluded from the valuation.

5.212- Sales Comparison Approach

'The Dictionary of Real Estate Appraisal' 6th Edition defines the sales comparison approach as "The process of deriving a value indication for the subject property by comparing similar properties that have recently sold with the property being appraised, identifying appropriate units of comparison and making adjustments to the sale prices (or the unit prices as appropriate) of the comparable properties based on relevant market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land or land being considered as though vacant when an adequate supply of comparable sales is available."

Land Value by Comparison

Applying the sales comparison approach, the following land sales are compared to the subject to determine the land value 'as if vacant'.

The sales are selected due to location, zoning and access. **The valuation unit is the price per acre.**

**North Carolina Department of Transportation
Right of Way Branch**

COMPARABLE NO: One

Date: 03/17/16 **Deed Book:** 30667 **Page:** 568 **Stamps:** \$2,300 **County:** Mecklenburg

Grantor: Davis family members **Grantee:** Charter MC Mallard, LLC

Location: 9124 Browne Road, Charlotte, NC 28269

Sales Price: \$1,150,000 **Confirmed by (Name):** Ed Gulleddge, seller's broker

Financing: Cash to seller

Condition of Sale and Reason Bought/Sold: Buyer to construct a Charter School

Present Use: Vacant at sale **Zoning:** R-3, Single Family(Area Plan: Single Family)

Highest and Best Use: Single Family

Size: 25.71 ACRES **Shape:** Irregular **Topography:** Level to rolling

Existing R/W Area: None **Area Cleared/Wooded:** Cleared and Wooded

Soil Type: CLAY **Drainage:** Average **Available Utilities:** All public

Access: Browne Road frontage **Frontage:** 723 feet Browne Road

Improvements: None

Lessor: _____ **Lessee:** _____
Rentable Area: _____ **Rent:** _____ **V & C:** _____ **Expenses:** _____ **Term:** _____
Unit Price: \$44,729 per acre **Tax ID:** 027-092-02 and 09

Other Pertinent Information:

Photo from Browne Road looking east



Taken by: Jim Owens

Date Inspected: April 27, 2016

Residue: R-2246B 076

20

Attachment number 2 in

**North Carolina Department of Transportation
Right of Way Branch**

COMPARABLE NO:

Two

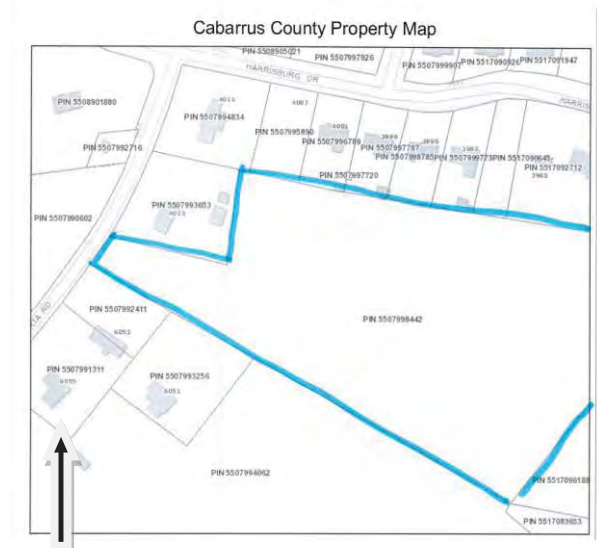
Date: 12/14/16 **Deed Book:** 12273 **Page:** 004 **Stamps:** \$1,190 **County:** Cabarrus
Grantor: Bobby Ray Lambert and wife, Sarah Ann Lambert **Grantee:** Eastwood Construction, LLC
Location: Roberta Road, Harrisburg, NC (north of Harrisburg Town Hall)
Sales Price: \$595,000 **Confirmed by (Name):** Cesar Montalvo, listing agent
Financing: Cash to seller
Condition of Sale and Reason Bought/Sold: Buyer bought several adjacent parcels for subdivision development

Present Use: Vacant **Zoning:** RL, Residential Low Density Harrisburg
Highest and Best Use: Residential subdivision
Size: 11.981 ACRES **Shape:** Slightly irregular **Topography:** Level
Existing R/W Area: None **Area Cleared/Wooded:** Wooded
Soil Type: CLAY **Drainage:** Average **Available Utilities:** All public
Access: Roberta Road frontage **Frontage:** 98 feet
Improvements: None
Buyer has rezoned property for higher density residential use
Lessor: n/a **Lessee:** _____
Rentable Area: _____ **Rent:** _____ **V & C:** _____ **Expenses:** _____ **Term:** _____
Unit Price: \$49,661 per acre **Tax ID:** 5507-99-8442

Other Pertinent Information:

From near Roberta Road frontage looking east

Buyer purchased adjoining
land same day



Taken by: Jim Owens

Date Inspected: March 14, 2017

Residue: R-2246B 076

21

Attachment number 2 \n

**North Carolina Department of Transportation
Right of Way Branch**

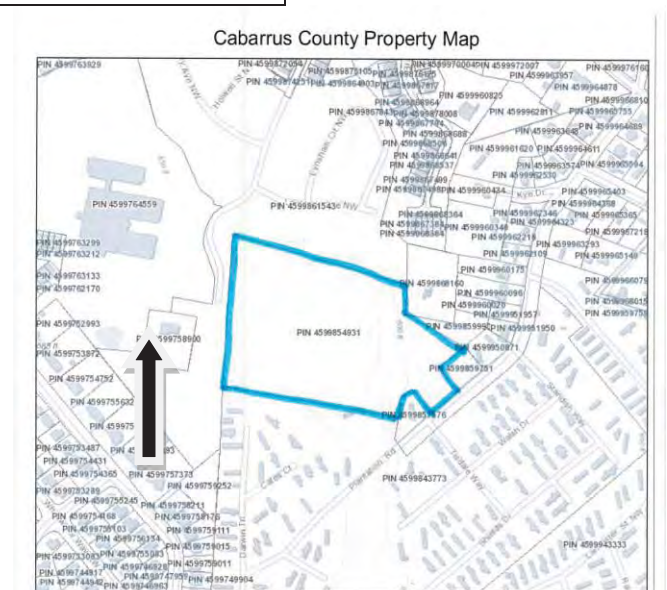
COMPARABLE NO:

Three

Date: 03/24/16 **Deed Book:** 11838 **Page:** 289 **Stamps:** \$201 **County:** Cabarrus
Grantor: Estate of John William Kirby (J. D. Jones Admin.) **Grantee:** Oxford Land Sales, Inc.
Location: Off Plantation Drive in Paradise Estate mobile home park, Concord, NC
Sales Price: \$100,275 **Confirmed by (Name):** Bryan Tilley, listing agent
Financing: Cash to seller
Condition of Sale and Reason Bought/Sold: Buyer owns adjacent land to north and wanted property for
Recreational use. (Dirt Bikes, ATV's etc...)
Present Use: Vacant **Zoning:** RV, Residential
Highest and Best Use: Hold for speculation and recreational
Size: 10.2781 ACRES **Shape:** Irregular **Topography:** Sloping with ravine
Existing R/W Area: None **Area Cleared/Wooded:** Wooded
Soil Type: CLAY **Drainage:** Typical **Available Utilities:** No public utilities
Access: Across adjacent private properties **Frontage:** No public, 50 feet along a private gated road
Improvements: None
Private road frontage is not readily accessible
Lessor: n/a **Lessee:** _____
Rentable Area: _____ **Rent:** _____ **V & C:** _____ **Expenses:** _____ **Term:** _____
Unit Price: \$9,756 per acre **Tax ID:** 4599-85-4931

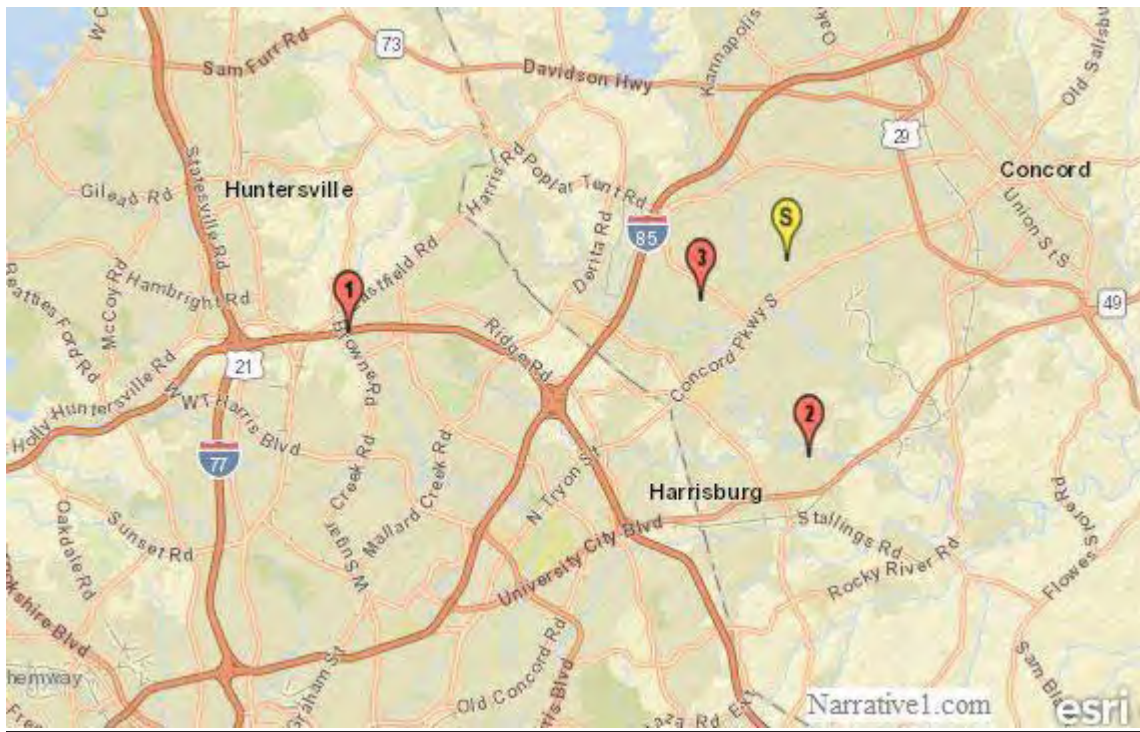
Photo from adj. mobile home park
looking west

Other Pertinent Information: Fronting Street
shown on property map is private/gated



Taken by: Jim Owens
Date Inspected: March 14, 2017

Land Sales Location Map



Land Sales Summary and Adjustments

Land Analysis Grid		Comp 1		Comp 2		Comp 3	
Address	George Liles Parkway	9124 Browne Road		Roberta Road		Off Plantation Road	
City	Concord	Charlotte		Harrisburg		Concord	
State	North Carolina	NC		NC		NC	
Date	3/14/2017	3/17/2016		12/14/2016		3/24/2016	
Price	\$0	\$1,150,000		\$595,000		\$100,275	
Acres	15.937	25.710		11.9810		10.278	
Acre Unit Price	\$0.00	\$44,729.68		\$49,661.96		\$9,756.18	
Transaction Adjustments							
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	See Narr.	Cash	0	Cash	0	Cash	0
Conditions of Sale	See Narr.	Normal	0.0%	Normal	0.00%	Normal	0.0%
		\$0.00		\$0.00		\$0.00	
Adjusted Acre Unit Price		\$44,729.68		\$49,661.96		\$9,756.18	
Market Trends Through	3/14/17	0.0%	0.0%	0.0%		0.0%	
Adjusted Acre Unit Price		\$44,729.68		\$49,661.96		\$9,756.18	
Location	George Liles Parkway	North Meck		Harrisburg		Concord	
% Adjustment		0%		0%		0%	
\$ Adjustment		\$0.00		\$0.00		\$0.00	
Acres	15.937	25.710		11.981		10.278	
% Adjustment		0%		0%		0%	
\$ Adjustment		\$0.00		\$0.00		\$0.00	
Encumbrance or Easement	None observed	None adverse		None observed		No public road access	
% Adjustment		0.00%		0.0%		0%	
\$ Adjustment		\$0.00		\$0.00		\$0.00	
Topography	Level	Rolling		Level		Ravine/Slope	
% Adjustment		0%		0%		10%	
\$ Adjustment		\$0.00		\$0.00		\$975.62	
Road Frontage	None/Controlled Access	723		98		Private	
% Adjustment		-75%		-75%		0%	
\$ Adjustment		-\$33,547.26		-\$37,246.47		\$0.00	
Utilities	Available	All Available		All public		In area	
% Adjustment		0.00%		0.00%		0.00%	
\$ Adjustment		\$0.00		\$0.00		\$0.00	
Zoning	RM-2	R-3		RL, Residential		RV-Res. Village	
% Adjustment		0%		0%		0%	
\$ Adjustment		\$0.00		\$0.00		\$0.00	
Area Plan Designation	Single Family	Single Family		Single Family/Rural		Multi-family	
% Adjustment		0%		0%		0%	
\$ Adjustment		\$0.00		\$0.00		\$0.00	
Adjusted Acre Unit Price		\$11,182.42		\$12,415.49		\$10,731.80	
Net Adjustments		-75.0%		-75.0%		10.0%	
Gross Adjustments		75.0%		75.0%		10.0%	

RECONCILIATION OF LAND SALES

Based on the price per acre, the land sales are analyzed and adjusted using percentage adjustments. The objective is to account for comparable features that differ from similar subject features. If the subject's feature is superior to the sale's similar feature then a positive adjustment is made to the comparable. If the subject has an inferior feature, then the comparable is reduced. The comparables are adjusted to mirror the subject. Please refer to the adjustment grid on the preceding page.

Adjustments

Financing: All comparables are cash to seller transactions with no seller assistance, thus, no financing adjustments.

Conditions of Sale: No Condition of sale adjustments required.

Time (Date of Sale): The comparables are one year or less and do not require a time adjustment.

The indicated values are:

<u>Comparable</u>	<u>Price Per Acre</u>
One	\$44,729
Two	\$49,661
Three	\$9,756

Physical Adjustments and Analysis:

The subject and sales have multiple physical differences; however, the subject's lack of public road access significantly impacts the property's overall value minimizing the impacts of other adjustments. Therefore the only adjustments made account for the subject's lack of access or being 'landlocked' and a topography adjustment to comparable three (a landlocked property).

Topography: The subject is level while sale three is crossed by a ravine. Sale three is increased 10% to compensate.

Accessible Road Frontage: The subject fronts George Liles Parkway but it has no accessible road frontage. Review of historical landlocked acreage sales indicates that without road access, landlocked properties are 70% to 90% less valuable than accessible properties with similar zoning and physical characteristics. Comparable three has no public road frontage and it sold for near 70% less than comparable two, a site with road frontage. This comparison and historical analysis of landlocked properties supports reducing comparables one and two 75% to account for the subject's lack of access.

Conclusion: The following values are indicated:

<u>Comparable</u>	<u>Value Per Acre</u>
One	\$11,182
Two	\$12,415
Three	\$10,731

The market value opinion is weighted to sale three's indication strongly supported by sale one. The market value opinion, 'as if vacant', as of March 14, 2017, is \$11,000.00 per acre. Therefore,

$$\text{\$11,000.00 per acre} \times 15.9370 \text{ acres} = \text{\$175,307 rounded to \$175,300}$$

The land value opinion 'as if vacant' as of March 14, 2017, is \$175,300.

5.213 Income Approach

In Income valuation, the value opinion is based on potential income or expectation of future benefits, the economic principle of anticipation.

The subject is a vacant site that has no income potential 'as is'. Therefore, the income approach is not applicable and not included in the valuation.

5.214 Reconciliation of Value Indications:

The following has been determined

<u>Valuation Approach</u>	<u>Conclusion</u>
Cost	n/a
Sales Comparison (Land Value by Comparison)	\$175,300
Income	n/a

The sales comparison approach is the best indicator of the subject's value and is the market value opinion.

Market Value Conclusion: \$175,300



James M. Owens, MAI

Date Signed: March 17, 2017

NC Certified General Appraiser A1357

Addendum

Subject Photographs



Photo 1: Looking east across subject from George Liles frontage

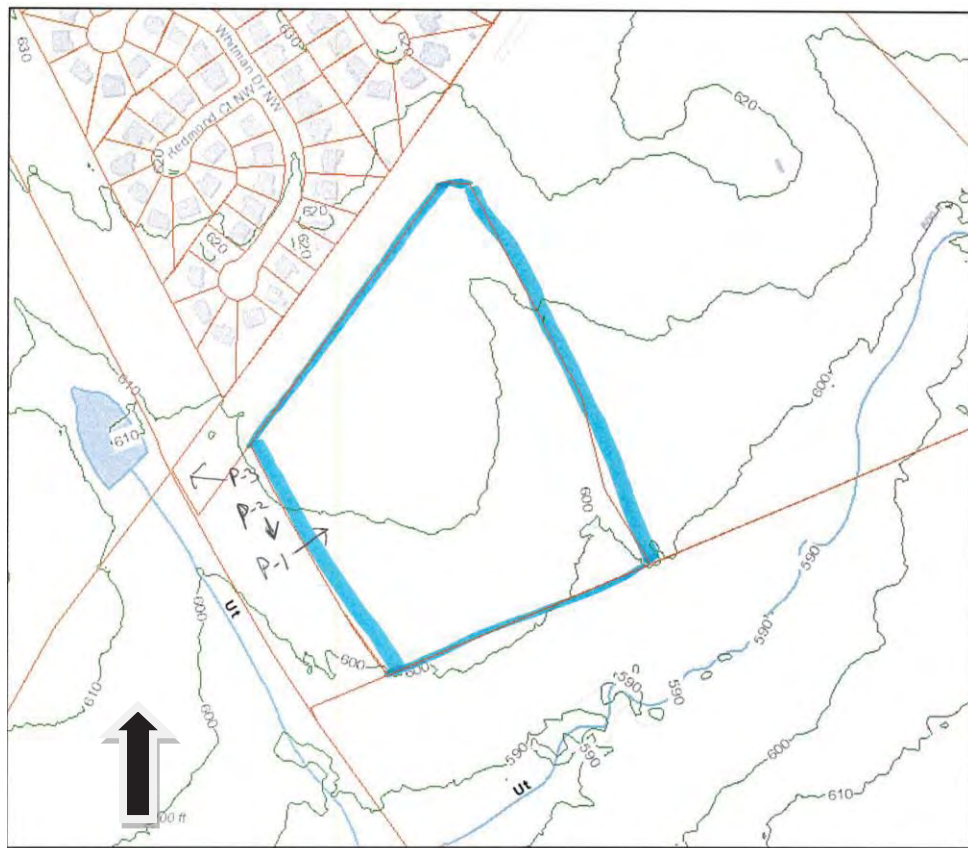


Photo 2: Looking south along controlled access fence. Subject to left with gas r/w parallel and inside fence

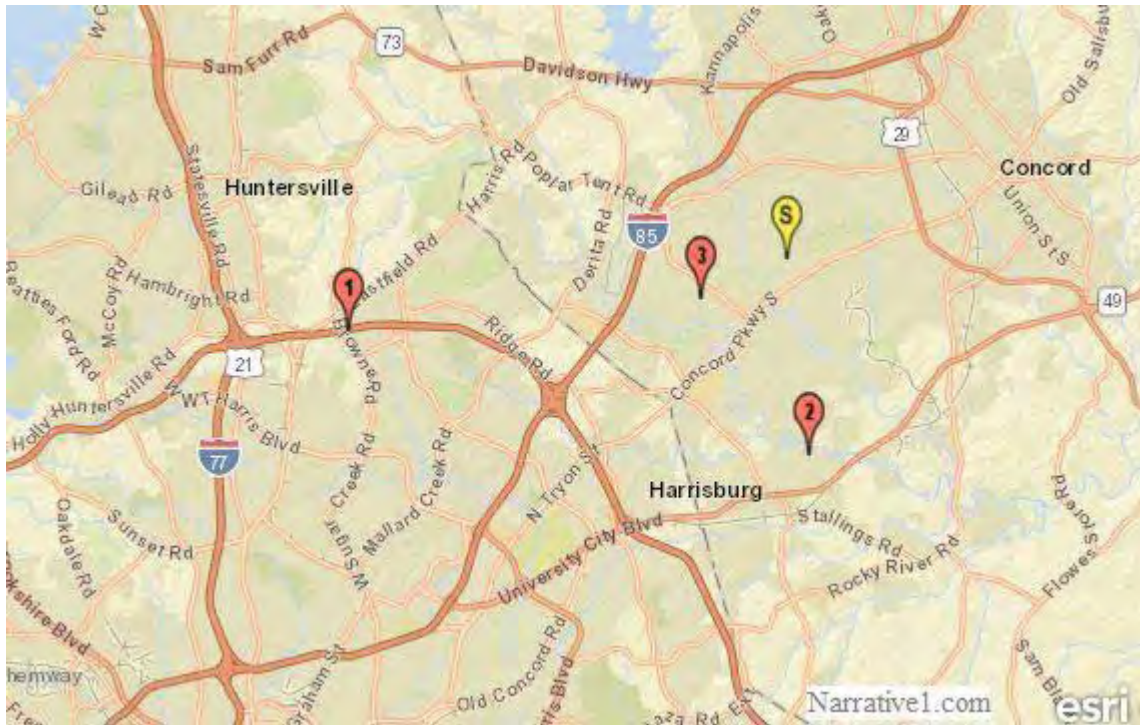


Photo 3: From near the subject's NW corner looking north across George Liles Parkway

Photo Locations



Comparable Location Map



North Carolina Department of Transportation - Right of Way Unit

Certificate of Appraiser

TIP/Parcel No.: R-2246B 076 WBS: 34408.2.6 County: Cabarrus

Description: DOT Residue George Liles Parkway (Formerly Dalton family)

Property Owner's Name: NC DOT (Residue) Fed Aid Project: N/A

I HEREBY CERTIFY THAT:

I have ☐, have not X, performed R.E. appraisal and ANY other services as an appraiser or any other capacity, regarding the property that is the subject of this appraisal within the three year period immediately preceding acceptance of this assignment. If "Have" box is marked, please see Scope of Appraisal Section for details.

I have personally inspected the property herein appraised and that I have also made a personal field inspection of the comparable sales/rentals relied upon in making said appraisal. The subject and the comparables relied upon in making said appraisal were as represented by the photographs contained in said appraisal.

I have given the owner or his designated representative the opportunity to accompany me during my inspection of the subject property.

Any decrease or increase in the "Market Value" of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, is disregarded in determining the compensation for the property.

The statements of fact contained in this appraisal report are true and correct, and the reported analyses, opinions and conclusions, subject to the critical assumptions and limiting conditions herein set forth, are my personal, unbiased, professional analyses, opinions and conclusions.

I understand such appraisal may be used in connection with the acquisition of or disposal of right-of-way for a highway to be constructed by the **State of North Carolina**, and that such appraisal has been made in conformity with appropriate State laws, regulations, and policies and procedures applicable to appraisal of right-of-way for such purposes, and that to the best of my knowledge, no portion of the value assigned to such property consists of items which are "Non-Compensable" under established laws of the **State of North Carolina**.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in compliance with **NCDOT Real Estate Appraisal Standards and Legal Principles** and the **Uniform Standards of Professional Appraisal Practice**. The appraisals in this assignment are to be made in accordance with all of the requirements set out in the **NCDOT Real Estate Appraisal Standards and Legal Principles** and the **Uniform Standards of Professional Appraisal Practice** and shall also comply with all applicable **Local, State, and Federal** laws, ordinances, regulations, restrictions and/or requirements; and any additions, revisions and/or supplements thereto.

Neither my employment nor my compensation for making this appraisal is in any way contingent on the values reported herein.

I have no direct or indirect, present or prospective interest in neither the subject property nor any benefit from the acquisition of this property nor any bias with respect to the parties involved.

In addition to the undersigned, those persons duly noted in this report and under my direct supervision and responsibility, in so far as this particular appraisal is concerned, have contributed to the production of this appraisal. The analyses, conclusions or value estimates set forth in this appraisal are those of the undersigned.

I will not reveal the findings and results of such appraisal to anyone other than the proper officials of the **State of North Carolina** or officials of the **Federal Highway Administration** until authorized by State officials to do so, or until I am required to do so by **due process of law**, or until I am released from this obligation by having publicly testified as to such findings or to a duly authorized professional peer review committee.

a) My independent opinion of the difference in Market Value as of the 14th day of March, 20 17, is \$ 175,300 based upon my independent appraisal and the exercise of my professional judgment.

James M. Owens
Specific Appraiser

3/17/17

Date:

Seal/Stamp





CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**MAY 1, 2017
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Active Living and Parks - Youth Athletic Co-Sponsorship Agreement

BRIEF SUMMARY:

Currently the Youth Athletic Co-Sponsorship Agreement with the Volunteer Athletic Organizations covers spring Baseball/Softball, fall Soccer/Football, and winter Basketball. The Agreement allows the Volunteer Athletic Organizations to utilize designated school park facilities at no cost. The agreement also covers rules, regulations, and responsibilities of the organization and the County.

The Volunteer Youth Organizations also offer fall Baseball and spring Soccer. These sports are not currently co-sponsored by the County. Therefore rental is supposed to be paid for the use of the school park facilities. Until August of 2016 the payment was to be made to the respective school. The Volunteer Athletic Associations have to pay to use the facilities for baseball and soccer, and they included in a report to the Parks Commission that they would have to raise fees for children in order to cover the costs.

The Active Living and Parks Department became responsible for the reservation system including payment in August 2016. This includes the non co-sponsored sports for the Volunteer Athletic Associations. Since starting in August with fees coming to the Active Living and Parks Department, \$2050 has been collected. If we co-sponsor the fall baseball and spring soccer, we could stand to lose \$8-12,000 based on all associations having a non-sponsored league in the spring and fall.

The Volunteer Associations asked the Department to include Soccer in

the spring and Baseball in the fall as part of the Co-Sponsorship Agreement. The Program Committee of the Parks Commission met with the Volunteer Association Coordinators prior to the February 16th meeting to discuss the issue. The Program Committee presented this to the Park Commission at the February meeting.

The Park Commission unanimously approved the motion to recommend to include fall Baseball and spring Soccer in the Co-Sponsorship Agreement effective July 1, 2017 and that the Volunteer Associations would adhere to dates for play that are to be established by the Active Living and Parks Department. Additionally, the facilities will be inspected on a regular basis and facilities may be shut down as needed -- we would retain authority to close facilities based on field/turf conditions. Other indirect costs could increase based on the number of hours and conditions of fields (i.e. when weather conditions could cause damage to the turf).

REQUESTED ACTION:

Motion to approve the recommendation to include spring Soccer and fall Baseball/Softball in the current Youth Athletic Co-Sponsorship Agreement and have the Active Living and Parks Department monitor the fields and have the authority to close any complex as needed, and to approve the related budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Londa Strong, Active Living and Parks Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ▢ [Co-Sponsorship Agreement](#)
 - ▢ [Fee Schedule](#)
-

Cabarrus County Active Living & Parks

Co-Sponsorship Agreement Youth Athletic Associations



2016-2017

**Cabarrus County Active Living & Parks Dept.
PO Box 707
Concord NC 28026-0707
704-920-2701**

Dear Officers and Board Members of Volunteer Youth Organizations:

Cabarrus County Active Living Parks Department (CCALP) would like to thank you for helping to provide quality recreation programs to the youth of Cabarrus County. Without the cooperation and assistance of groups such as yours, it would be impossible to have attained the high standard of programming that is currently available.

Volunteer youth organizations provide a valuable service to our community by furnishing governing bodies that coordinate and administer the various sports that make up our recreation programs. Through the use of volunteers, these sports are made available to the public at minimal cost and with structured supervision.

CCALP is committed to a partnership with all of our volunteer youth organizations and their members. Our ultimate goal is to provide the best sports programs possible to the youth of Cabarrus County.

CCALP is concerned for the safety of our volunteers and participants. Another of our goals is to make certain that facilities are kept clean, well lighted, that all buildings and equipment are regularly checked and properly maintained, and that facilities are always presentable to users. We ask that you, the user, help us in this goal by notifying us immediately of unsafe conditions that may be discovered.

This handbook is intended to:

- help ensure the quality of our recreation programs and safety of participants;
- identify the responsibilities of the volunteer youth organization;
- identify the responsibilities of each agency
- provide the paperwork and forms required for all sports for the entire year
- Answer questions and provide concise information in one location.

All of this is with the intent of forming an amicable relationship between the CCALP and the volunteer youth organizations.

Before a written agreement can be executed, all information in this handbook must be read and understood by both parties. This is to ensure that the organizations, as well as CCALP, are aware of what each expects of the other upon entering into this agreement and therefore, being accountable for the proper administration of these assigned responsibilities.

Please contact the Cabarrus County Active Living & Parks Program Manager at 704-920-2701 or email phgabriel@cabarruscounty.us if you have any questions or need assistance.

CABARRUS COUNTY ACTIVE LIVING & PARKS

Duties of the Volunteer Organization

The Volunteer Youth Organization President/Coordinator is the front-line liaison with participants and parents, and is the primary contact with Cabarrus County Active Living & Parks. This is the person who should thoroughly know the organization -- its by-laws, needs and desires, and program(s) offered. This person is familiar with the organization's policies and procedures, knows what is and is not feasible, and can respond to questions and/or concerns. In addition, this person knows the parks and recreation department -- its resources and capabilities, budgetary possibilities and constraints. In areas of question, they should seek guidance from the Park Program Manager of CCALP. The Volunteer Youth Organization President/Coordinator (or a designated organization member) is specifically responsible for the following:

- A. Coordinating the use of school facilities** by establishing use dates and times of specific usage for a user group (i.e.: team, league). The president/coordinator assists with league/tournament schedules, and assures maximum utilization of all facilities.
- B. Serving as a liaison between the volunteer youth organization and the CCALP** by attending meetings and serving as a voting member in all league matters as it pertains to sport specifics. The president/coordinator will relay all information received from their organization to the CCALP and prepare appropriate and necessary reports and responses. The president/coordinator will, in turn, relay all information from the CCALPD to the organization, and handle necessary verbal and written communication.
- C. Serving as the organization's contact for ALL concerns and work order requests on facilities.** The organization president/coordinator or designated contact person should contact the CCALP Park Program Manager for all maintenance requests beyond their daily duties.
- D. Ensuring that the organization is in compliance with all of the policies and procedures** as listed in this handbook, CCALP policies and procedures manual as well as any other designated rules and regulations relative to a specific sport. They are also responsible for making sure that the organization is aware of and understands proper application of these procedures, whether written or implied. Failure to abide by these guidelines can result in a 1-year suspension of co-sponsorship of programs.
- E. Serving as or ensuring the presence of the site manager** for all games and programs held at your designated facility for CCALP co-sponsored events.

Cabarrus County Active Living & Parks Department Staff Directory

Park Program Manager	Perry Gabriel 704-920-2701 phgabriel@cabarruscounty.us
Park Program Supervisor.....	Ben Sharpe 704-920-2702 brsharpe@cabarruscounty.us
Parks Superintendent.....	Mike Murphy 704-795-4492 mlmurphy@cabarruscounty.us
Parks Director	Londa Strong 704-920-3354 lastrong@cabarruscounty.us
Mailing Address.....	PO Box 707 Concord NC 28026-0707

VOLUNTEER ORGANIZATION REQUIREMENTS

In order to co-sponsor with the Cabarrus County Active Living & Parks, each Volunteer Youth Organization (organization) shall adhere to certain minimum legal requirements as part of the co-sponsorship agreement. These minimum requirements are necessary to guarantee public confidence in the management of contractual school facility usage, and to ensure the safety, health, and protection of all members participating in the organizations.

With the execution of the co-sponsorship agreement, the organization accepts responsibility for program management to include its registrants, participants, spectators, and volunteers. Cabarrus County Active Living & Parks Department reserves the right, in the event of complaints brought against the organization, to review, administratively, the operation of the organization/program and to take necessary action. Cabarrus County Active Living & Parks Department, in its School Use Agreement, reserves and retains the sole responsibility of the management of the facility, and the right of review of organizations who are contracted to use these facilities.

Violation of any of these policies and procedures may constitute cause for review of the agreement, probation, revocation of the agreement, or non-issuance of future co-sponsorship agreements. The requirements are as follow:

A. NON-PROFIT STATUS

It is highly recommended that each organization register with the North Carolina Secretary of State's office as a non-profit organization and in compliance with federal 501 (c) 3 status. If the organization is a corporation, a copy of the incorporation papers must be filed with Cabarrus County Active Living & Parks and updated annually at the time of co-sponsorship request.

B. BY-LAWS

A Board of Directors and a set of by-laws must govern each organization. A copy of the by-laws and a list of names, addresses, phone numbers (work & home), and email addressees if available, of members of the organization's board of directors must be submitted within 1 week after the annual board meeting of the association to Cabarrus County Active Living & Parks as part of the co-sponsorship agreement. Any changes in either must be updated throughout the contract period.

C. ELECTION OF OFFICERS

Organization policies and procedures in reference to the election of officers are to be specifically stated in the by-laws and will be monitored by Cabarrus County Active Living & Parks. All upcoming elections must be publicly advertised a minimum of 2 weeks prior, in order that all parents may be aware of the election and have an opportunity to vote. All organization members must be notified of the election to be provided the opportunity to participate and voice their opinions and concerns through the election process. Any evidence indicating that these stipulations have not been met or that any other irregularities with election process have occurred will result in the immediate initiation of the administrative review process, with subsequent recommendations and appropriate action. The CCALP shall be notified within 1 week of any change in officers.

D. ORGANIZATION MEETINGS

All organizations shall have at least one publicly announced membership meeting each year. This meeting must be made known to the Cabarrus County Active Living & Parks Program Manager and be advertised a minimum of 2 weeks prior to provide all parents and members the knowledge of and opportunity to attend the meeting and have a voice in the organization.

E. FINANCES

Each organization must provide Cabarrus County Active Living & Parks with a copy of its annual financial statement when requested. This statement must be prepared on the form provided (or any form provided the same information is included), in accordance with general accounting principles, and signed by the organization's president/coordinator verifying the accuracy of the document. It is recommended that all financial transactions made by the organization shall require two signatures and those officers who handle funds shall be bonded.

F. LIABILITY COVERAGE

Each organization is required to ensure that all of its participants who are involved in physical activity have some sort of accident and medical insurance. It is recommended that organizations shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the organizations' operation and use of the premises. It is recommended that coverage is to include general liability for bodily injury and property damage and Property Insurance covering the personal property of the organization including equipment and contents. The organization shall furnish the county with a certificate of insurance.

G. INDEMNIFY

The county agrees to save harmless and indemnify applicant from and against all claims, losses, damages, injuries, cause of action, lawsuit, expenses and liability arising out of the county's failure to comply with the responsibilities and stipulations stated herein. The organization agrees to save harmless and indemnify Cabarrus County from and against all claims, losses, damages, injuries, cause of action, lawsuits, expenses, and liability arising from or arising out of the organization's failure to comply with the responsibilities or stipulations stated herein.

H. BOARD OF OFFICERS

At any time any individual board member is under investigation by a law enforcement office, they must be temporarily removed from their position pending the outcome of the investigation – at which time they may be reinstated if the criteria of the Background Screening process are met.

CABARRUS COUNTY ACTIVE LIVING & PARKS Volunteer Organization Requirements

A. ESTABLISHMENT OF VOLUNTEER ORGANIZATION STATUS

In the event that an outside group wishes to form an organization that is to be recognized by Cabarrus County Active Living & Parks, the group must submit a written petition to Cabarrus County Active Living & Parks containing information that meets all of these minimum guidelines:

1. Establishment of a demonstrated need from the constituency it intends to serve and proof that this need cannot be met by an organization already in existence.
2. Board membership must have a minimum of 80% who maintain permanent residence in Cabarrus County and must serve individuals of whom a minimum of 75% lives in Cabarrus County.
3. Agreement to a one-year probationary period of use of county facility usage. At the completion of that year, Cabarrus County Active Living & Parks will determine whether permanent facility use status is appropriate.
4. Compliance with all of the requirements contained herein.

B. FILING A COMPLAINT AGAINST AN ORGANIZATION

Cabarrus County Active Living & Parks will not become involved in the internal operation of an organization. However, Cabarrus County Active Living & Parks does have a responsibility to handle any complaint received in an appropriate and expeditious manner. As we would with any complaint, we would refer the complainant first to the front-line person to resolve the complaint at the lowest level possible. Consequently, any complaint that Cabarrus County Active Living & Parks receives from an individual or an organization relative to the operation of an organization shall first be referred back to the organization for their resolution. Department staff will ask the complainant if they have spoken with the officers of the organization, and if not, the complainant will be given appropriate names and telephone numbers. If the complainant has already tried to work through the organization, Cabarrus County Active Living & Parks staff will request the complaint in writing, and upon receipt, follow up with that organization. Any letter documenting a complaint must include these three stipulations:

1. Written evidence that an effort to file a grievance with the organization in question was conducted without remedy before charges was brought to Cabarrus County Active Living & Parks.
2. Clear evidence (written documentation) of misconduct and/or mismanagement by the organization in question.
3. This misconduct and /or mismanagement must have occurred for a long enough period of time for Cabarrus County Active Living & Parks to deem it appropriate to assume that improvement is unlikely or not possible.

*If the complaint is made by someone within the Board of Directors of the organization, procedures as stipulated within the organization by-laws are to be followed first, to attempt to rectify the situation. If this does not work, then the issue should be referred to the coordinator. If the complaint is filed by a member of the public not on the board, the aforementioned guidelines apply.

C. ORGANIZATION FEES AND CHARGES

The organization may charge a registration fee of no more than \$125.00 per sport.

Organizations may opt to request an annual membership fee, not to exceed \$25.00 per participant that is good for one year. However, this fee is optional and must be stated as such on printed registration materials. It is highly recommended that each organization establish a scholarship program that enables participants who are unable to pay for registration to be allowed to use money from scholarship donations. All revenue received by the organization must be used for the sole purpose of program

operations or toward the improvement or betterment of the facilities being used. Charges for admission or parking will not be allowed unless approved in advance. Donations are allowed for admission.

D. SAFETY AND LOSS PREVENTION

It is the responsibility of the organization to make sure that their programs are being conducted in as safe an environment as possible. All equipment (athletic, maintenance) shall be maintained in safe operating condition. Each organization is responsible for the repair of such equipment. Regular inspections should be made to insure that all equipment and safety requirements are being adhered to. This includes rented or loaned equipment. Cabarrus County Active Living & Parks is not, and will not be, responsible for damage to equipment or property owned or used by the organization. Playing fields should be inspected prior to use to insure safety and proper maintenance. The organization is required to have an adult representing the organization on hand during all time allocated for practices and games.

E. DISCRIMINATION

All persons shall be allowed the opportunity to participate in organization programs regardless of race, color, national origin, religion, sex, age, and /or disability.

F. RESPONSIBILITY TO THE SURROUNDING FACILITY COMMUNITY

Each organization has the responsibility of ensuring that no unnecessary disruption occurs to the surrounding community during its programs. This includes but is not limited to litter, dust, excessive noise, light misuse/abuse, curfew times, traffic and parking problems and vandalism of community property.

G. PROGRAM RESPONSIBILITIES

CABARRUS COUNTY ACTIVE LIVING & PARKS duties and responsibilities are but not limited to:

1. Initial Preparation of all Facilities and Fields
2. Field Equipment (BB/SB pitching plates, bases, and home plates) prior to the season and replacements when needed during season.
3. Administrative support with the development of league schedules, by-laws and all administrative procedures
4. Coordination of all facility requests
5. Promotion and distribution of printed materials for registrations, etc.
6. Provides registration forms, rules, and other printed material
7. Replacement of lamps at athletic facilities.
8. Scheduling Assistance
9. League Meeting Assistance

VOLUNTEER YOUTH ORGANIZATION WILL assume the following responsibilities:

1. Solicitation of all coaches and program volunteers
2. Conduct tryouts, registrations and drafts
3. Provide equipment for all team sports such as uniforms, balls, catching equipment, bats, helmets, etc.
4. Pay all light bills on outside facilities.
5. Payment of School Facility Gym Supervisors
6. Payment of all state and national league affiliation dues if applicable

7. Securing of all team sponsors in all athletic programs
8. Operation of all concession stands of which each league will receive all revenues
9. Provide and pay all scorekeepers and officials for all games at a rate set by the League Coordinators
10. Provide direct supervision of league practices and games
11. Provide scorebooks for all programs
12. Provide first aid kits for all programs
13. Handle and solve all grievances and protests
14. Review all eligibility rosters and keep on file
15. Secure, train, and coordinate officials for all sports
16. Game cancellations / Rescheduled games
17. Purchase and set up all soccer goals and nets for practices and games
18. Enforcement and development of rules and regulations as voted and approved by the league coordinators
19. Submit team names, coaches' names, and other league information at designated time.
20. League Scheduling with assistance from Park Program Manager.
21. Pick up and remove trash daily from site after use of facilities.
22. Distributing and helping coordinate the Background Screening of volunteers

H. PUBLIC USE

All county owned school facilities are considered to be public property and therefore, are open to public use on a first come first served basis. The organizations only have granted privileges for use of the fields, concession stands, bleachers, and non-field areas as stipulated in the School Use Agreement. A field not in use by an organization during a contracted time period is considered to be open to the public therefore subject to public use. If the field has been lined for a game, or an activity scheduled by the organization is imminent, the public may not use the field. It is the organizations responsibility to have a copy of the school use agreement for the facility posted either in the concession stand or on hand with the site supervisor during all times said facility is being used.

I. CONCESSION OPERATIONS

All concession operations on the property of the facility must:

1. Meet Health Department Guidelines.
2. Meet the Cabarrus County Healthy Vending/Concessions Guidelines (see attached)

The responsibility of the organization includes:

- Obtaining food service permits from the county health department and other required food handler certifications and licenses.
- Cleaning of concession interior (sinks, counters, floors, etc) and exterior counters and tables and other facility areas impacted by the concession sales.
- Bagging of all trash and placing it in the available dumpsters located at the facility
- Pest control management
- Proper disposal of all grease products
- Proper use and storage of grills

Cabarrus County Active Living & Parks Department Vending/Concession Policy

50% of beverages in each vending machine and/or concession stand shall be:

- Water (with no additives)
- Non-fat or 1% fat milk (including soy or cow's milk, chocolate, or other flavored milk not containing more than 15 grams of added sugar per 250 gram serving or 3 teaspoons sugar per 1 cup milk)
- 100% fruit or vegetable juices with no added sugars, artificial flavors or colors
- Not more than 25% of offerings shall be diet soft drinks
- Sports drinks less than or equal to 100 calories per serving

50% of snacks/food in each vending machine and/or concession stand shall meet all the following criteria per individual package:

- Not more than 200 calories
- Not more than 30% calories from fat with the exception of nuts and seeds; snack mixes and other foods of which nuts are a part must meet the 30% standard
- Not more than 10% of calories from saturated fat
- Does not contain trans fat added during processing (hydrogenated oils and partially hydrogenated oils)
- Not more than 35% total weight from sugar and caloric sweeteners
- Fruits and vegetables that have not been processed with added sweeteners or fats
- Not more than 360 mg sodium per serving (excludes refrigerated meals)
- At least one item meeting the snack criteria shall also meet the FDA definition of "low sodium" (< 140mg/serving)

Pricing/Placement Standards:

- Beverage and food items meeting these standards must be sold at a price that is equivalent to or lower than the price of items that do not meet these nutrition standards.

J. RESTROOMS

Restrooms must be provided at all sites. The organization must maintain these restrooms during and immediately after all scheduled activities. This includes cleanliness, clogged toilets, paper products, etc.

K. ADVERTISING

Must receive written approval by the school administration. An organization may be allowed to erect and display a temporary sponsor board per program, pending approval from school administration.

L. ON SITE TELEPHONE

With the vast majority of citizens using cell phones, it is still recommended where available, that the organization have a telephone on site for coaches and administrators to use during programs. The listed telephone number should be given to Cabarrus County Active Living & Parks.

M. PESTICIDE APPLICATION ON FIELDS

Under no circumstances is an organization or any of its members to apply pesticide to a school facility. All pesticide application must be done by county maintenance crews under the supervision of a licensed pesticide applicator, or through county contract.

N. ALLOWANCE FOR SUB-CONTRACT FOR FIELD MAINTENANCE/FERTILIZATION

At no time can the organization sub-let its use to any other individual or organization. Therefore, there shall be no contract between an organization and any other company, business, etc. for field maintenance/fertilization. The organization may pay individuals to drag and line the fields and do field preparation for games. The organization may supplement the fertilization program with prior approval from Cabarrus County Active Living & Parks.

O. LENDING OR BORROWING OF ORGANIZATION FUNDS

Under no circumstances are funds generated by the organization to be used by individuals in or outside of the organization for personal use. This includes but is not limited to loaning or borrowing organization funds. Any evidence of such action shall result in an immediate audit being levied on the non-complying organization. **EXCEPTION:** Reimbursement for direct out-of-pocket expenses, which are documented by appropriate receipts, as outlined in the organization by-laws.

P. ALCOHOL, DRUGS, OR TOBACCO USE

Possession or use of alcohol, drugs, or use of tobacco or any illegal substance is prohibited at any program co-sponsored by the Cabarrus County Active Living & Parks Department. Anyone under the influence of alcohol and/or drugs before, during, or after a scheduled program will be suspended from facilities and programs. Anyone caught using tobacco products on school property will be asked to leave or refrain from using the products at that time.

Q. PROGRAM SUPERVISION

All practices, games, and other related events through the organization must be under adult supervision at all times. These individuals must be provided by the organization and be at least 18 years of age. School personnel will not be responsible for supervision of students attending practices or games immediately following the school day. If it is discovered that participants are staying after school without adult supervision, parents should be notified that they are not to continue allowing participants to stay after school.

R. UNSPORTSMANLIKE BEHAVIOR

No abusive behavior and/or language by spectators, coaches, parents, or participants will be tolerated on school facilities. The organizations designated facility supervisor will be responsible to resolve any abusive behavior by an individual attending or participating in the program. If the supervisor is unable to resolve the problem, then the local law enforcement department should be contacted for assistance. The league coordinator does not have legal power to eject a person from a school facility. Indefinite suspension from the program will be imposed on the offender.

S. PARK FACILITIES/PRIVATE OR MUNICIPAL PROPERTIES

All rules and regulations in this agreement apply to volunteer youth athletic organizations that are using public park facilities, private, or municipal properties for practices and games.

T. REGISTRATION

During each sport season, organizations must submit the requested team information sheet based on actual registrations. All participants must turn in a completed registration form, to be kept on file by each individual organization, in order to be eligible to practice or participate in a game. Coaches and league officials will be held responsible for any participant not completing a registration form. Coaches allowing unregistered players to participate will be suspended for one (1) year from all Cabarrus County Active Living & Parks sponsored athletic programs.

U. TOURNAMENTS

Cabarrus County Active Living & Parks will allow organizations to host year-end tournaments after the completion of the regular season games. These tournaments should be listed on the approved dates for the use of school facilities to avoid any conflict with third party groups. These tournaments will be in compliance with the Constitution and By-Laws of the Cabarrus County Youth Leagues. The exact date will be determined based on the league schedule for that year.

V. COORDINATION OF PROGRAMS

Cabarrus County Active Living & Parks will be responsible for coordinating and scheduling facilities to the fullest extent based on scheduling requirements submitted by the organization to the Park Program Manager for each sport. Organizations will have the opportunity to review all schedules before distribution and make necessary changes through the athletic office before schedules are released to coaches. The cosponsored programs are to be conducted in the following time frames:

Youth Soccer-August 15 to November 20 Youth Football-August 15 to November 20

Youth Basketball-November 21 to March 14 Youth Baseball/Softball-March 15 to June 30

Sports outside of these time frames are not part of the Cabarrus County Active Living & Parks Department co-sponsorship agreement.

W. USE OF SCHOOL FACILITIES

A school use agreement, reserving a facility for scheduled practices and games, will be completed by the CCALP Program Manager AND/OR the School principal for indoor facilities. This gives the organization exclusive use to the facility during those times. When the facility is not in use by an organization, the facility is open to the public on a first come first served basis, to be scheduled online at www.cabarruscounty.us/reserve (outdoor elementary school facilities only). If two or more organizations request the use of same facility, Cabarrus County Active Living & Parks will have the responsibility to make the determination as to which group will be allowed use of the facility. Previous user has priority.

<p style="text-align: center;">CABARRUS COUNTY ACTIVE LIVING & PARKS Operational Procedures for Volunteer Youth Organizations</p>

A. REQUEST TO MAKE FACILITY IMPROVEMENTS

Any plans for improvements or alterations to county facilities shall be submitted in writing with appropriate design drawings to Cabarrus County Active Living & Parks, Cabarrus County Board of Education, and/or the Kannapolis School Board a minimum of 45 days prior to the date of the requested work. The plans must meet all federal, state, and local building codes. No work is to be done until the proper agency has granted authority to the organization.

B. MATCHING GRANT FUND REQUEST

Cabarrus County, through the Cabarrus County Matching Incentive Grants programs has established criteria to assist those organizations that utilize public facilities for their activities, in making improvements, additions, or expansion to existing facilities and/or the building of new facilities. The program is outlined in a separate manual that is may be obtained from Cabarrus County Active Living & Parks.

C. ADVERTISING AND SIGNS

The school administration and the site-based management for each facility must approve all signs for fencing and other areas of the facility.

D. INCIDENT REPORT

Cabarrus County Active Living & Parks must be informed immediately of any serious injury, death, property damage, or vandalism and provided with a written report of the incident the following working day. This report will be used in reviewing safety issues (and making facilities safer for participants).

E. INCLEMENT WEATHER

Cabarrus County Active Living & Parks sets forth the following policy for inclement weather conditions:

1. **LIGHTNING/THUNDER** – all play is to be suspended for 30 minutes following the first sighting/hearing of lightning/thunder. Each successive sighting/hearing shall delay the restart by an additional 30 minutes until a complete 30-minute cycle has been completed without a new sighting/hearing.
2. **SEVERE WEATHER WATCH** – the organization will be prepared to stop play and secure the facilities if conditions worsen
3. **SEVERE WEATHER WARNING** – all play will stop and players, coaches, spectators, officials, must leave the facility in an orderly manner and/or seek cover at the nearest location.

Each association should have weather radios available on site.

F. SEASONAL SPORT INFORMATION FORM

Each organization should submit this form when requested. It contains information on registration dates, coordinators information, registration fees, etc and is used to generate the school flier for each area. Failure to submit form may result in information being left off of the school brochure.

G. PARTNERSHIPS AND MERGERS BETWEEN ORGANIZATIONS

Any attempt by one or more organizations to become partners or to merge is first subject to review and approval of Cabarrus County Active Living & Parks prior to the merger occurring. A written petition shall be submitted to CCALP stating:

- what groups are involved
- what activities and individuals will be affected
- an explanation of how current service to the affected parties will be improved by this merger or partnership
- An affidavit of approval of those individuals being affected.

The merger or partnership will not be approved if Cabarrus County Active Living & Parks feels that adequate service to the community will be jeopardized.

H. Athletic Districts are defined as the elementary school district in which the child resides:

Bethel Athletic Association – Bethel Elementary School District, Patriots Elementary School District.

Harrisburg Youth Association – Harrisburg Elementary School District, Pitts School Rd. Elementary School District

Odell Recreation Association – Odell Elementary School District, Cox Mill Rd. Elementary School District, Furr Elementary School District

Winecoff Youth Leagues – Winecoff Elementary School District, Royal Oaks School District, Boger Elementary School District

Mt. Pleasant Soccer/Baseball/Basketball Associations – Mt. Pleasant Elementary School District, AT Allen Elementary School District

Concord Parks & Recreation Department – Weddington Hills, Beverly Hills, R Brown McAlister, Coltrane Webb, Irvin Elementary Schools,

Hartsell Athletic Association – Rocky River Elementary School, Wolf Meadow Elementary School District

CABARRUS COUNTY ACTIVE LIVING & PARKS Contract Compliance

All organizations are expected to comply with all of the terms and conditions of the Cabarrus County Active Living & Parks Youth Athletic Guidelines that are identified or implied in this handbook and all relevant material written in Cabarrus County Active Living & Parks policies and procedures manual. Compliance includes, but is not limited to, the submission of all requested documents such as:

- School use agreement
- Names, addresses, and telephone numbers of board members
- By-Laws
- Annual meeting and election notice
- Participant team totals
- Coaches Background Screening information
- Financial Reports

Failure to comply with these stipulated terms and conditions may result in the following procedures being taken:

- **FIRST OFFENSE:** Letter to organization president from Cabarrus County Active Living & Parks identifying the requirement being deficient and issuance of another deadline. Reasonable deadline for compliance documented.
- **SECOND OFFENSE:** A letter to the organization's Board of Directors to discuss violation and to inform the organization of the penalty for a third offense. This will be documented in writing by a letter to the organization's board with another deadline.
- **THIRD OFFENSE:** Notification to organization's Board of Directors that a loss of co-sponsorship will result in the next sport sponsored by that organization following the current sport session that is in progress at the time of the offense.

An association failing to submit the Request for Co-sponsorship Agreement by the deadline will receive a letter from the CCALP Commission Chair. That letter will state that failure to provide a signed agreement within 15 days will result in their program not being part of the county cosponsored program and use of school facilities will not be granted to that organization, which would become a third party user if they wish to use their facilities for any organized sports.

Other consequences for not providing co-sponsorship agreement would be:

- No field maintenance or equipment provided to the association
- No background checks of coaches and volunteers

CABARRUS COUNTY ACTIVE LIVING & PARKS
Request for Co-Sponsorship: August 1, 2016 – June 30, 2017

Due July 15, 2016

Name of Organization _____

Address _____

City _____ **State** _____ **Zip** _____

Principal Officer _____ **Title** _____

Organization is Non-Profit: **Yes** _____ **No** _____

List or Attach Current Officers and/or Board of Directors:

<u>Name</u>	<u>Email Address</u>	<u>Phone: Home/Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please Attach Copy of Organization's By-Laws

CABARRUS COUNTY ACTIVE LIVING & PARKS
Request for Co-Sponsorship – Youth Athletics

Requesting Organization: _____

Sport(s) Requesting Co-Sponsorship _____

Date of Application: _____

Association's Primary District _____

Requested Facilities:

List all facilities your association plans to use for games/practices.

Note: The Athletic Organization will be responsible for the facility during all scheduled practices, games, and registrations.

It is understood that upon approval of this agreement that all parties involved in the above named organization agree to abide by all of the rules and regulations set forth by the Cabarrus County Active Living & Parks and the Cabarrus County Board of Education as outlined in the attached co-sponsorship agreement. Failure to comply with these rules and regulations could result in loss of co-sponsorship agreement.

School Principal _____

Date _____

League Officer _____

Date _____

Park Program Manager _____

Date _____

Parks Director _____

Date _____

CABARRUS COUNTY YOUTH SPORTS ASSOCIATION

Constitution & By-Laws

ARTICLE I NAME AND PURPOSE

- Section 1.** This organization shall be known as the Cabarrus County Youth Athletic League.
- Section 2.** Its purpose shall be to encourage, promote, regulate, establish, and maintain proper rules and regulations for the playing and government of youth football, youth soccer, youth basketball, youth baseball, and youth softball for boys and girls ages 5-15. Age groups shall be 5-6, 7-8, 9-10, 11-12, and 13-15.

ARTICLE II MANAGEMENT AND MEMBERS

- Section 1.** A Board of Directors consisting of League Presidents/designated sport coordinators who have been voted on and approved by their local youth league associations shall govern this organization.
- Section 2.** The representatives of the board are comprised of the following - Bethel Athletic Association, Odell Recreation Association, Harrisburg Youth League, Hartsell Athletic Association, Winecoff Youth League, Mt. Pleasant Youth Basketball Association, Mt. Pleasant Youth Baseball/Softball Association, Mt. Pleasant Youth Soccer Association, Concord Parks & Recreation Department, Cannon Memorial YMCA, and the Southwest Cabarrus Youth League. The total number of board members shall be the number of associations requesting Co-Sponsorship of the Youth Athletic Leagues. Should associations request/not request co-sponsorship approval then their position on the board will be added/dropped for that sport for that year only.
- Section 4.** Each representative will have equal voting power for all matters. The league representative is responsible for attending all meetings and being knowledgeable in all facets of the board and able to make decisions when required. In the absence of the League President, he or she may appoint one person to fill in and vote on all league matters. At least 50% of the members must be present to constitute a quorum, change by-laws, and change sports by-laws. Each co-sponsoring association will be permitted one vote. All voting must be done in person by the association representative.
- Section 5.** If the different associations have coordinators for each sport such as basketball, baseball, softball, etc., it is up to the league to distribute all information from the Board of Directors meetings to their authorized coordinators.

ARTICLE III OFFICERS AND DUTIES

- Section 1.** The Park Program Manager and/or Park Program Supervisor of the Cabarrus County Active Living & Parks will serve as the chairperson for the association. It is this/her duty to distribute agendas, meeting minutes, and conduct the meetings. The Park Program Manager/Parks Program Supervisor does not have a vote on league matters. It is his/her responsibility to see

that the co-sponsorship agreement responsibilities and the program policies are adhered to and inform the board of any decisions that may need special attention. He or she will be responsible for the general administration of the program matters including, supervision, league scheduling, meetings, etc.

Section 2. The Chairperson or their designated appointee shall preside at all meetings of the Board of Directors and shall carry the duties normally conferred by parliamentary usage on such offices.

ARTICLE IV GENERAL POWER

Section 1. This organization shall have general power to:

1. Establish and maintain rules for the eligibility of players, assist and manage league schedules, set registration dates, and other sport specific items.
2. Classify teams at the beginning of the season and group them in leagues according to athletic districts or a combination of athletic districts.
3. Have such power and duties and make such rules and regulations, as may be necessary for the welfare and development of youth sports in Cabarrus County.

ARTICLE V MEMBERSHIP STATUS

Section 1. Any league or organization within Cabarrus County may become affiliated with the Cabarrus County Youth League Association if they represent a specific Athletic District and are open to all residents of Cabarrus County and other counties on a non-discriminatory basis. Membership is based on approval by Cabarrus County Active Living & Parks .

Section 2. All leagues shall submit full and complete information relative to the sports as requested by the Park Program Manager by the requested deadlines.

Section 3. Each association shall for itself and members agree to accept and abide by the rules and regulations of the Board of Directors and to govern said league accordingly.

ARTICLE VI MEETINGS AND SEASON DATES

Section 1. Organizational meetings for youth sports will be determined by the Park Program Manager in advance of each season. The purpose of the organization meeting will be to finalize season playing dates, registration dates, schedule dates, coordinators contact information, registration material pick-up, and other season-related information.

Section 2. Each sport will have an end-of-year evaluation meeting, at a date to be determined by the league coordinators. The purpose of this meeting will be to:

- Review previous season
- Review rules and regulations
- Change, delete, or add to existing rules and regulations

Section 3. Registration Dates will be set by the Park Program Manager of the Cabarrus County Active Living & Parks Department. Additional registration dates, etc. may be added by each association. The Park Program Manager will have a final deadline for when registration should be closed.

CABARRUS COUNTY ACTIVE LIVING & PARKS

Youth Sports Guidelines

The association is responsible for electing a League Coordinator who acts as the liaison between the Cabarrus County Active Living & Parks and each district. The League Coordinator will be responsible for the enforcement of all policies and procedures listed below.

1. The league coordinator is responsible for scheduling all team practices, drafts, and supervising league games.
2. Coaches **ARE NOT** allowed to be compensated for their time as a youth league coach.
3. Teams may practice Monday – Saturday in accordance to the practice time schedule as determined by the local coordinator for that district. Scheduled games take priority over scheduled practices.
4. Practices are limited to one hour per day.
5. There will be no practices or game sessions on Sundays.
6. Frequent water breaks must be given to all players.
7. The league coordinator must also insure all material deadlines are met: league materials, practice schedules, and game schedules. The league coordinator is responsible for keeping his league coaches informed of updated league material. Failure to comply with these procedures will result in the loss of co-sponsorship agreement.
8. Each association must provide uniforms and necessary game equipment. Each association will provide game balls for games at their sites. Officials will be provided by and paid for by the association.
9. All protective equipment and headgear must be worn at all times during practices and games when on the playing field.
10. Teams may practice on Saturday when they are not in conflict with regular scheduled games.
11. Coordinators will be responsible for arranging practice schedules based on gym supervisor availability.
12. No animals are allowed in the gyms. No street shoes are allowed on the gym floor.
13. No soft drinks or any other beverage or food will be allowed in gymnasiums. The concessionaire will be responsible to enforce this rule and all clean-up of lobby, concession area and parking area.
14. Scorekeepers and timekeepers are acquired and paid by each organization.
15. The CCALP will provide initial baseball/softball field preparation materials (bases, home plates, pitching rubber, liner, drag, and marking dust). It is the responsibility of the association to provide daily maintenance of baseball/softball fields.
16. Responsible for securing gym supervisors for each facility used by the organization.
17. A mandatory participation rule is in effect for all sports as voted on by the league coordinators.
18. The use of tobacco products during practices and games on all game fields is prohibited.

1. Curfew times for all sports will be:

Age Groups	Weekday	Friday/Saturday
8 & under	8:30 pm	9:00 pm
9-12	9:30 pm	10:00 pm
13-15	10:00 pm	11:00 pm

Curfew times are in effect for both school days and non-school days.

2. School facilities (gyms and ball fields) will be closed on the following days for holidays: Christmas, Christmas Eve, New Years Day, Thanksgiving, and Easter. There shall be no practices, games, or any organized recreation use of facilities on these days.
3. The Board of Education has a policy on animals at school facilities. It says that all Cabarrus County leash laws must be adhered to and that horses are not allowed on the property.

Cabarrus County Active Living & Parks Department Background Screening Manual

I. Purpose of Screening

The saying that a “bad volunteer is better than no volunteer” is untrue and dangerous, and should never be considered appropriate in youth sports. While youth sports programs across the country depend on volunteerism, failing to take any steps to screen volunteers places organizations, the volunteers, and most importantly, the youth participants at great risk. While no screening process offers absolute assurances, any steps taken in a screening process offers you more confidence that you are aware of your volunteers’ background.

- ◆ To make an unwelcome environment for volunteers who do not put the children first
- ◆ To keep people who have a history of inappropriate behavior or who are unfit to work with children out of the organization
- ◆ To select the “best” volunteers and staff for positions
- ◆ To clarify what the standards and expectations of the organization are in terms of child protection.

II. The Screening Process

Since youth sports organizations are responsible for the children in their programs, they must be aware of the potential risks and safeguards that must be taken to protect participants and the community in which the program operates.

Volunteers in youth sports are considered staff and should be recruited, screened, trained, supervised, and evaluated the same as would be done if the staff were paid. The law does not differentiate between paid vs. volunteer staff.

Therefore, regardless of the position in a youth sports program, volunteers must be treated as though they were applying for a job. The time, energy, and costs invested in screening are much less than will be necessary if an incident of abuse or neglect occurs in the organization. The most important thing to remember is to be selective.

Volunteers are considered anyone who serves the youth athletic association in any capacity.

1. Consent/Release Form – each volunteer must sign and date a consent/release form to authorize a background investigation.

III. Who will be screened?

All coaches, assistant coaches, league presidents, league coordinators, and board members of all co-sponsoring agencies and athletic programs of the Cabarrus County Active Living & Parks Department. Number of coaches per team: Youth Soccer – 3; Youth Football – 5; Youth Basketball – 3 ; Youth BB/SB (ages 8 & under) - 4: Youth BB/SB (ages 9-18) – 3 ; Additional coaches may be screened at the association’s cost.

IV. Confidentiality

To maximize the chances of obtaining honest and accurate information from a volunteer during the screening process, it is crucial that the organization have a confidentiality policy and that the policy be made known to each prospective volunteer. The policy should include a statement of respect for the privacy of the volunteer and should establish that information received during a volunteer’s screening process will not be disclosed outside of the organization and will be shared within the organization only on “a need to know” basis. The policy which is to be made known to all prospective volunteers, should also acknowledge that the organization

might, in special circumstances, have a duty to disclose to third parties, including government agencies, certain types of information when the law requires that the information be disclosed.

V. Responsibilities of the Athletic Association

It will be the duty of each youth athletic association that has been granted co-sponsorship of the specific sport to carry out the following duties of the background screening process in a timely manner. Failure to do so will result in the loss of co-sponsorship and jeopardize future opportunities.

- ◆ Distribute, collect, and record all screening forms before any volunteer work with the association is done and notify volunteers of photo sessions for picture ID badges.
- ◆ Submit the required forms to the Park Program Manager when requested.
- ◆ Responsible for removing any volunteer from all duties who does not meet the background screening guidelines.
- ◆ Responsible for seeing that each team in their organization has approved volunteers for all practices and games, and that those volunteers are the only ones to be in the practice area or playing area.
- ◆ Distributing volunteer credentials to each approved volunteer.
- ◆ Responsible for removing any volunteer who is not approved to be in the designated practice or playing area.
- ◆ Informing officials booking agent that coaches' badges are mandatory and are to be worn at all times during practices and games.
- ◆ Contract with officials booking agent stating penalty of non-payment of games where coaches do not wear badges. Officials must enforce the badges being worn at all times – if caught not enforcing this rule, they will not receive payment for the game(s).

VI. Responsibilities of the Cabarrus County Active Living & Parks Department

- ◆ Collect all required forms by youth athletic associations
- ◆ Send forms and payment to SSCI.
- ◆ Handle all inquiries with SSCI.
- ◆ Distribute forms as needed to youth organizations prior to each season.
- ◆ Monitor and evaluate program and make necessary adjustments when needed
- ◆ Distribute volunteer credentials to organizations
- ◆ Enforce all policies as outlined in the Background Screening Manual
- ◆ Forward list of suspended volunteers to all co-sponsoring associations.

VII. List of Criteria for Exclusion

Volunteers shall not be eligible to participate in any capacity if the results of the background screening process show the person has been charged/convicted of specific crimes in this or any other state. Volunteer includes anyone who would be involved in the volunteer athletic association in any manner, under any circumstance while representing the County and/or association. Anyone charged or convicted of the following:

- Any sexual crime, crime against nature, violent crime, crime against person, and/or crime against children – lifetime ban
- Any controlled substance crime: Felony – lifetime ban; Misdemeanor in last 5 years - 2 year suspension.
- Alcohol related crime – 1 offense in last 5 years, 1 year suspension; 2 offenses in last 5 years, 2 years suspension; 3 or more offenses in last 5 years, 10 years suspension.
- Assault and/or Battery crimes – 1 offense in last 5 years, 2 years suspension; more than 1 offense, 10 years suspension
- Cyber Bullying/Technology/Communicating Threats through Use of Electronic Technology - 1 offense in last 5 years, 2 years suspension; more than 1 offense, 10 years suspension

- Larceny, Theft, and/or Breaking and Entering – Felony in last 5 years, 10 years suspension; misdemeanor in last 5 years, 2 years suspension; more than 1 offense of either, excluded from program
- Embezzlement – 1 offense in last 5 years, 10 years suspension; more than 1 offense, excluded from program

NOTES:

A coach, assistant coach, or board member who does not pass the background screening **CANNOT** serve the association (concession worker, fundraisers, etc) in any capacity.

1. Charges/convictions not listed above are reviewed on a case by case basis
2. Traffic violations of less serious nature (speeding, moving violation, improper equipment, etc) are not reviewed
3. Traffic violations of a more serious nature (death by motor vehicle, etc.) will be reviewed
4. Worthless checks are reviewed on a case by case basis
5. Suspension time from program is the time of the court date for that charge.
6. The Background Screening Process is an ongoing process and subject to review and changes at any time. Changes have been made to the exclusion criteria since inception of the program.

VIII. Questions on Information

Any coach who disputes the results and would like to challenge them can do so by:

1. Call SSCI at 866-996-7412. They will then inform the volunteer of the information gathered and discuss it with them.
2. There is no appeal process.
3. SSCI provides an updated profile report to Cabarrus County Active Living & Parks at which time the decision is made to allow or disallow a volunteer to participate based on the findings and the criteria for exclusion.

Cabarrus County Active Living & Parks would like to take this time to thank you for your dedication and commitment to the youth athletic program of Cabarrus County. Because of citizens like you, youth are given the chance to participate in a recreational setting and the opportunity to learn and improve their skills in athletic competition.

Cabarrus County Active Living & Parks is committed to making this experience a rewarding one. With the implementation of Background Screening for all youth volunteers, we feel comfortable in knowing that the environment surrounding our participants is one that can offer safety and assurance for all.

While youth sports programs across the country depend on volunteerism, failing to take the initial steps to screen volunteers' places organizations, volunteers, and most importantly, our youth at great risk. While no screening process offers absolute 100% assurance, any steps taken in a screening process offers you more confidence that you are aware of your volunteers' background.

To maximize the chances of obtaining honest and accurate information from a volunteer during this process, it is crucial that the organization has a confidentiality policy and that the policy be known to each prospective volunteer. The information obtained during the background screening will not be disclosed outside of the organization and will only be shared within the organization on a "need to know basis." The policy, which is to be known to all prospective volunteers, should also acknowledge that the organization might, in special circumstances, have a duty to disclose to third parties, including government agencies, certain types of information when the law requires that the information be disclosed.

CABARRUS COUNTY ACTIVE LIVING & PARKS Volunteer Organization Income and Expense Financial Report

Name of Organization _____

Program _____

Date _____

Coordinator _____

Revenue:	Team Sponsorship Fees _____ Registration Fees _____ Concession Income _____ Raffles/Fund Raising _____ Donations _____ Others _____	
-----------------	--	--

Total Revenue _____

Expenses:	Equipment _____ Uniforms _____ Scorekeepers/Officials _____ Insurance _____ Utilities _____ Concession Supplies _____ Others _____	
------------------	---	--

Total Expenses _____

Net Profit _____

Bank Balance at Beginning of Season _____

Bank Balance at End of Season _____

CABARRUS COUNTY ACTIVE LIVING & PARKS

Sport Registration Information

Organization_____Sport_____Year_____

Coordinator

Name _____
 Address _____
 City/State _____
 Home Phone _____
 Work Phone _____
 Email _____
 Fax _____

Age Groups _____
 Registration Fee _____ (Maximum of \$125.00)
 Membership Fee _____ (optional) (Not to exceed \$25.00)
 Discount for 2nd, 3rd, or 4th child _____

Registration Date	_____	Time	_____
Registration Date	_____	Time	_____
Registration Date	_____	Time	_____
Registration Date	_____	Time	_____
Registration Date	_____	Time	_____
Registration Date	_____	Time	_____

Registration Location _____

League Website _____

Cabarrus County Youth Basketball Leagues

Gym Supervisor Manual



The Cabarrus County Youth Basketball Leagues are designed to offer recreational activities for participants:

- *That contributes to their physical skill, emotional maturity, social development, health, happiness, and moral support.*
- *That teach the participant values of cooperation and the spirit of competition in a controlled game situation*
- *That provides athletic opportunities for all ages in each community through the use of public recreation center and school gym facilities*

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GYM SUPERVISOR

GENERAL DEFINITION OF WORK

Open, close, and supervise designated facility at scheduled times for practices and games; monitor activity of facility during scheduled practices and games; adhere to all rules and guidelines established by the School, County, and League; work under the supervision of the League Coordinator in cooperation with the Cabarrus County School System and the Cabarrus County Active Living & Parks Department

ESSENTIAL FUNCTIONS /TYPICAL TASKS

- Open/Close/Supervise facility during scheduled use times
- Ensure that participants, spectators and others remain in the gymnasium area and do not enter the school
- Turn on/off lights, scoreboards, and prepare facility for teams, spectators, and officials
- Setup scoring tables, benches, as needed
- Clean restroom facilities, lobby areas, entrance areas, parking lots, etc. during the day and at end of day
- Sweep gym floor daily
- Controls crowd during practices and games
- Knows and enforces County and League Rules
- Empty trash during the day and at end of each activity
- Monitor practices and games; report to coordinator any incidents, accidents, concerns that occur during activity
- Monitor spectators before, during, and after activities
- Handle conflicts that may arise in scheduling issues, officials, rule interpretations
- Communicate to coordinator concerns that arise from scheduled activities
- Check facility daily for safety issues (goals, nets, flooring issues)
- Report safety concerns to League Coordinator
- Maintains clean and safe working conditions for facility
- Monitor weather situations that could result in facility being closed
- Perform basic first aid methods necessary

KNOWLEDGE, SKILLS, AND ABILITIES

Thorough knowledge of opening, closing, and monitoring a recreation facility; thorough knowledge and understanding of youth basketball rules and how to interpret rules and regulations to coaches, officials, and spectators; knowledge of first aid methods and safety precautions; ability to establish and maintain effective working relationships with coaches, officials, spectators, and players;

EDUCATION AND EXPERIENCE

Graduation from high school with knowledge of youth basketball rules and regulations; general maintenance and housekeeping experience

PHYSICAL REQUIREMENTS

Light work to include bending, standing, and walking and lifting up to 25 pounds; worker may be exposed to bloodborne pathogens and will be required to wear specialized protective equipment; ability to read and understand rules and regulations and schedules of facilities

Drafted 10/10/12

Cabarrus County Youth Basketball Leagues Gym Supervisor Agreement and Understanding

Cabarrus County Active Living & Parks Department Responsibilities

- To secure school facility sites
- To submit practice schedules for each facility to school principal
- To submit game schedules for each facility to school principal
- To submit changes in the practice and game schedules to school principal
- To coordinate with youth associations practice and game schedules to maximize the use of school facilities
- Schedule meeting and review Gym Supervisor Manual prior to beginning of season
- Serve as liaison between the School System and the Youth Associations for scheduling conflicts, issues, concerns, that arise during schedule use time

Cabarrus County Youth Association Responsibilities

- Submit practice schedules to Active Living & Parks Department
- Coordinate practices, games, and gym schedules with gym supervisor
- Work with school principal to secure approved gym supervisor
- Meet with school principal or designated school staff for walk through and review of facility opening and closing procedures (with gym supervisor)
- Contact Active Living & Parks with safety issues or concerns
- Monitor work of gym supervisor
- Pay all expenses related to gym supervisor hours of work
- Coordinate practice schedules and game schedules with gym supervision
- Agree not to use gyms at any time without approved paid gym supervisor on duty
- Submit incident/injury/accident reports to Active Living & Parks in a timely manner
- Submit schedule changes for practices and games to the Active Living & Parks

Cabarrus County Schools Responsibilities

- Approve use of facilities based on school use agreement
- Recommend staff for position of gym supervisor with school principal approval
- Assist youth association with walk through of facility and opening and closing procedures
- Submit dates that facilities are unavailable for use due to conflict with school related activities
- Designate person to contact for emergencies (broken water pipes, power outages, etc.)

Gym Supervisor Responsibilities

- Open and close facility based on schedule of practices and games
- Monitor activity in facility, lobby, and parking lot
- Responsible for cleaning of gym floor, bathrooms, lobby areas
- Empty trash from trash cans
- Monitor spectator and crowd behavior; handle disputes as they occur

- Communicate with association safety concerns, injuries, or incidents which occur while working
- Fill out incident and injury reports and submit to league association
- Attend training meeting prior to season
- Communicate with youth association days worked and payment.
- Agree not to perform duties from Cabarrus County School job while working with the Youth Association as a Gym Supervisor (Cabarrus County School employees)
- Perform task as assigned by youth association

I have read the above responsibilities and as a representative of the agency below I agree to these conditions.

School Principal - Signature

Date

League Coordinator - Signature

Date

Gym Supervisor - Signature

Date

Active Living & Parks Department - Signature

Date

Job Specifics Related to Gym Supervisor Responsibilities

- **Open/Close/Supervise facility during scheduled use times**
 - Coordinator will schedule you in accordance with the practice and game schedules.
 - If you are unavailable to work an approved placement supervisor can sub for you.
 - You are to remain at the facility at all times it is open for practices and games
 - You should not give your keys or access to anyone else for opening and or closing the facility
 - You should always be the last one to leave and the first one to enter each day.
 - Refrain from doing school work, janitorial work or being in other areas of school during gym supervision hours
- **Ensure that participants, spectators and others remain in the gymnasium area and do not enter the school**
 - You are to monitor the open school areas and not allow participants, spectators, and others in the gym
 - A good time to monitor these areas are between games when people are leaving and coming in
 - There should be no horse playing or hanging around in the gym lobby – everyone should be in the gym seated during games.
- **Turn on/off lights, scoreboards, and prepare facility for teams, spectators, and officials**
 - You will be instructed how to turn the lights on and off, how to prepare the bleachers, etc.
 - You are to check all lights in the bathrooms, gyms, lobbies, etc to be sure they are off when you leave each night.
 - Double check all doors and be sure they are locked.
- **Setup scoring tables, benches, as needed**
 - Coordinator will assist you and train you on how each gym will be setup
- **Clean restroom facilities, lobby areas, entrance areas, parking lots, etc. during the day and at end of day**
 - Pick up trash, sweep, and monitor gym floor, bleachers, team areas, lobbies, and parking lots
 - Empty trash into trash containers and empty into dumpster where needed
 - Replace toilet tissue, paper towels, soap as needed
- **Sweep gym floor daily**
 - Sweep gym floor between games – 1-3 times a day
 - Sweep gym floor at end of practices and games
- **Controls crowd during practices and games**
 - Monitor crowds during games and practices
 - See attached sheet for Crowd Control
- **Knows and enforces County and League Rules**
 - Study league rules (see attached)
 - Know what the rules are and help interpret rules when needed

- **Empty trash during the day and at end of each activity**
 - Take full trash cans to dumpsters and empty when needed
- **Monitor practices and games; report to coordinator any incidents, accidents, concerns that occur during activity**
 - Fill out incident reports and accident reports (see difference)
 - Return reports to league coordinator
- **Monitor spectators before, during, and after activities**
 - Keep eye on spectators during games
 - Monitor spectators who may be getting upset, loud, and boisterous
- **Handle conflicts that may arise in scheduling issues, officials, rule interpretations**
 - Know the league rules
 - Know your officials and introduce yourself to them
 - Get facts and information before making a decision
 - Only do what the rules say you can do
- **Communicate to coordinator concerns that arise from scheduled activities**
 - Talk to your coordinator and communicate issues
 - Write them down as they happen to avoid forgetting key concerns
- **Check facility daily for safety issues (goals, nets, flooring issues)**
 - Check goals, floors, nets, etc for safety concerns
 - Report to coordinator immediately
- **Report safety concerns to League Coordinator**
 - Do not allow practice or play if concern puts anyone in any harm
- **Maintains clean and safe working conditions for facility**
 - Your facility should be left as clean if not cleaner than when you arrived
- **Monitor weather situations that could results in facility being closed**
 - In case of bad weather, communicate with the coordinator to discuss possibility of canceling and closing facility
- **Perform basic first aid methods necessary**
 - Keep first aid kit stocked
 - Use basic first aid
 - Call 911 for emergencies

Cabarrus County Youth Basketball Leagues

Incident Report

This form is to be completed within 24 hours of any incident involving behavior, ejections, spectator concerns that occur during practices and or games at each facility.

Submit Form to: **League Coordinator & Park Program Manager**

Facility: _____

Gym Supervisor: _____

Name of Person(s) involved: # 1: _____
2: _____
3: _____

Person # 1:	<input type="checkbox"/> Coach	<input type="checkbox"/> Spectator	<input type="checkbox"/> Player	<input type="checkbox"/> Other
Person # 2	<input type="checkbox"/> Coach	<input type="checkbox"/> Spectator	<input type="checkbox"/> Player	<input type="checkbox"/> Other
Person # 3	<input type="checkbox"/> Coach	<input type="checkbox"/> Spectator	<input type="checkbox"/> Player	<input type="checkbox"/> Other

Team/Association: # 1: _____
2: _____
3: _____

Time of Incident: _____ **AM PM**

Describe Incident in Detail:

Other Witnesses:	_____	Phone	_____
	_____	Phone	_____
	_____	Phone	_____

Describe Action Taken:

Signature of Gym Supervisor _____ **Date** _____

**Cabarrus County Youth Basketball Leagues
Accident Report**

This form must be filled out completely and returned within 24 hours to:
League Coordinator and Park Program Manager

Full Name: _____

Address: _____

City/State/Zip: _____

Date of Birth: _____

Sex: _____ **Male** _____ **Female**

Was person treated at facility? _____ **Yes** _____ **No**

If so, by whom: Name: _____ Phone: _____

Did injured receive medical assistance from EMS or other healthcare / physician

Time of Injury: _____ **AM** **PM** **Date of Injury:** _____

What was Injured Person Doing at Time of Accident?

Describe how injury occurred. Be specific and state facts only

What part(s) of the body were injured?

Witnesses

Name: _____ **Phone:** _____

Name: _____ **Phone:** _____

Name: _____ **Phone:** _____

Signature of Gym Supervisor

Date

MEMORANDUM OF UNDERSTANDING REGARDING GYM SUPERVISORS

This **MEMORANDUM OF UNDERSTANDING** by and between the Cabarrus County Board of Commissioners (the “**County**”), and the Cabarrus County Board of Education (the “**Board**”), is effective this the day of October, 2012.

WHEREAS, the County coordinates the scheduling for the park and recreation department volunteer youth athletics leagues of Bethel, Concord, Harrisburg, Hartsell, Odell, Mt. Pleasant, and Winecoff (the “**County Leagues**,” or individually a “**County League**”); and

WHEREAS, the Board and County have agreed to permit the County Leagues to utilize the gymnasiums at agreed-upon Board schools; and

WHEREAS, the Parties desire to enter into a Memorandum of Understanding for the purpose of providing adequate supervision at the school gymnasiums during the activities conducted by the County Leagues;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **The County shall require each County League to designate and hire, with the cooperation of the school facility’s principal, an adequate person or person(s) to supervise County League activities that take place at the Board Facilities (a “Gym Supervisor”).**
2. **The County and Board will cooperatively agree upon the expectations and requirements for the Gym Supervisor (the “Gym Supervisor Expectations”).**
3. **The County shall inform the County Leagues of the Gym Supervisor Expectations and shall require that the Gym Supervisor interprets, enforces, and follows all County and Board rules, regulations, and policies applicable to the County activity and Board Facility.**

4. Notwithstanding the foregoing, the Gym Supervisors shall not be deemed to be employees or agents of the County or the Board because of this Memorandum of Understanding. The Gym Supervisors are the employees and agents of the applicable County League.

5. The County and Board intend to enter into a new and revised Joint Facilities Use Agreement and this Memorandum of Understanding shall be incorporated therein.

IN WITNESS WHEREOF, and pursuant to the authority granted by duly recorded resolutions, the Parties executed this Memorandum of Understanding as of the Effective Date.

ATTEST:

COUNTY OF CABARRUS,
NORTH CAROLINA

County Clerk

By: _____
Chair, Cabarrus County Board of Commissioners

By: _____
Cabarrus County Manager

CABARRUS COUNTY
BOARD OF EDUCATION

By: _____
Chair, Cabarrus County Board Of Education

Board Clerk

By: _____
Superintendent of Cabarrus County Schools



Cabarrus County Active Living & Parks Department
PO Box 707, Concord NC 28026-0707
704-920-2701
Disclosure & Authorization for Release of Personal Information
(Personnel Records Are Maintained In Accordance With NCGS 153A-98)
Valid thru June 30, 2017

****Please Print Clearly****

Full Name (First, Middle, Last): _____
List All Prior Names Used: _____
Date of Birth (Month, Day, Year): _____
Driver's License Number: _____ State: _____ DL Class (A, B, or C): _____
Social Security Number: _____
Street Address: _____
City/State/Zip: _____
Phone Number: (____) _____

DISCLOSURE – NOTICE REGARDING BACKGROUND INVESTIGATION

Cabarrus County may obtain information about you from a consumer reporting agency for employment purposes. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living and which can involve personal interviews with sources such as your neighbors, friends, or associates. These reports may be obtained at any time after receipt of your authorization and, if you are hired, throughout your employment. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report. Types of information that may be obtained include but are not limited to social security number verification, sex offender registry checks, criminal records checks, inmate records searches, motor vehicle records, education, employment history, professional licenses, credit checks and court records checks. The information contained in these consumer reports may be obtained by an outside organization from public record sources and will not be used to discriminate against you in violation of any law. The scope of this Disclosure and Authorization is all-encompassing, allowing Cabarrus County to obtain from any outside organization all manner of consumer reports and investigative consumer reports now and, if you are hired, throughout the course of your employment to the extent permitted by law.

AUTHORIZATION AND ACKNOWLEDGMENT

I acknowledge receipt of the DISCLOSURE - NOTICE REGARDING BACKGROUND INVESTIGATION and "A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT" and certify that I have read and understand both of those documents.

I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" at any time after receipt of this authorization and, if I am hired, throughout my employment. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, military branch, institution, school or university (public or private), information service bureau, past or present employer or supervisor, private business, insurance company or personal reference, and/or other persons to furnish any and all background information requested by any third-party organization acting on behalf of Cabarrus County, and/or Cabarrus County itself. I agree that a facsimile ("fax") or photographic copy of this Authorization shall be as valid as the original.

Continuation of Disclosure & Authorization for Release of Personal Information

(Personnel Records Are Maintained In Accordance With NCGS 153A-98)

I, _____, do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized representative of Cabarrus County, whether the said records are of a public, private, or confidential nature. The intent of this authorization is to give my consent for full and complete disclosure of all records, to include commercial or retail credit agencies (including the records of loans and credit reports/ratings); educational institutions; courts; governments; and other financial statements and/or employment records wherever filed. This includes employment and pre-employment records, background reports, efficiency ratings, complaints or grievances filed by or against me and the records and recollections of attorneys at law, or of other counsel, whether representing me or another person in any case, either criminal or civil, in which I presently have or have had an interest. I understand that any information obtained which is developed directly or indirectly, in whole or in part, upon this release authorization, will be considered in determining my suitability for employment and continued employment with Cabarrus County. A photocopy or facsimile transmission of this release form will be valid as an original thereof, even though the said photocopy or facsimile transmission may not contain an original signature.

Full Signature: _____ **Date:** _____

DISCLOSURE – NOTICE REGARDING BACKGROUND INVESTIGATION

Applicant or Employee Copy

Cabarrus County may obtain information about you from a consumer reporting agency for employment purposes. Thus, you may be the subject of a “consumer report” and/or an “investigative consumer report” which may include information about your character, general reputation, personal characteristics, and/or mode of living and which can involve personal interviews with sources such as your neighbors, friends, or associates. These reports may be obtained at any time after receipt of your authorization and, if you are hired, throughout your employment. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report. Types of information that may be obtained include but are not limited to social security number verification, sex offender registry checks, criminal records checks, inmate records searches, motor vehicle records, education, employment history, professional licenses, credit checks and court records checks. The information contained in these consumer reports may be obtained by an outside organization from public record sources and will not be used to discriminate against you in violation of any law. The scope of this Disclosure and Authorization is all-encompassing, allowing Cabarrus County to obtain from any outside organization all manner of consumer reports and investigative consumer reports now and, if you are hired, throughout the course of your employment to the extent permitted by law.

Cabarrus County Active Living & Parks Department
P.O. Box 707 Concord, NC 28026-0707
Phone: 704.920.2701 • Fax: 704.782.0446

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

Applicant or Employee Copy

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

a person has taken adverse action against you because of information in your credit report;

you are the victim of identity theft and place a fraud alert in your file;

your file contains inaccurate information as a result of fraud;

you are on public assistance;

you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.

Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.

You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

Identity theft victims and active duty military personnel have additional rights. For more information, visit www.ftc.gov/credit.

TYPE OF BUSINESS:

Consumer reporting agencies, creditors and others not listed below
Washington, DC 20580 1-877-382-4357

National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)

Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)

Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)

Federal credit unions (words "Federal Credit Union" appear in institution's name)

State-chartered banks that are not members of the Federal Reserve System

Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission

Activities subject to the Packers and Stockyards Act, 1921

CONTACT:

Federal Trade Commission: Consumer Response Center
- FCRA

Office of the Comptroller of the Currency
Compliance Management, Mail Stop 6-6
Washington, DC 20219 800-613-6743

Federal Reserve Consumer Help (FRCH)
P O Box 1200
Minneapolis, MN 55480
Telephone: 888-851-1920
Website Address:
www.federalreserveconsumerhelp.gov
Email Address: ConsumerHelp@FederalReserve.gov

Office of Thrift Supervision
Consumer Complaints
Washington, DC 20552 800-842-6929

National Credit Union Administration
1775 Duke Street
Alexandria, VA 22314 703-519-4600

Federal Deposit Insurance Corporation
Consumer Response Center, 2345 Grand Avenue, Suite 100
Kansas City, Missouri 64108-2638 1-877-275-3342

Department of Transportation , Office of Financial Management
Washington, DC 20590 202-366-1306

Department of Agriculture
Office of Deputy Administrator - GIPSA
Washington, DC 20250 202-720-7051

**Cabarrus County Active Living & Parks Department
Youth Athletic Scheduling Format
Soccer – Basketball – Baseball – Softball – Coach Pitch – Instructional Leagues**

- Associations have the option to play in house and not travel.
- Associations that agree to play countywide will be joined together to form a division to play games amongst those associations only.
- Countywide divisions must follow countywide rules. In house divisions may follow countywide rules or have their own rules.
- Participation rules are in effect for all in house and countywide divisions.

Co-Sponsorship Agreement Due Dates

Associations for all sports will be responsible for turning in the co-sponsorship agreement by the first of April of each year. The CCALP Commission will approve them for the following year of July – August at their regularly scheduled meeting in May of each year. After approval by the Commission then the list of cosponsoring agencies will be sent to the schools for the programs and associations that will be part of the school use agreement.

The agreement shall include the current list of officers by name, address, and contact information (phone, email, etc.), sports coordinators, minutes and date of their annual election of officers, and their most recent financial statement.

Associations that fail to provide the co-sponsorship agreement by the stated deadline will be sent a letter from the CCALP Commission Chair. That letter will state that failure to provide the co-sponsorship agreement by the end of May will result in their program not being part of the county cosponsored program and use of the school facilities will not be granted to that organization, which would become a third party user if they wish to use their facilities for any organized sports.

Other consequences for not providing co-sponsorship agreement would be:

- No field maintenance or equipment will be provided to that association
- No background checks of coaches and volunteers

School Requests

It is to be emphasized to the associations that they do not need to request school facilities for cosponsored programs. That is the responsibility of CCALP.

Practice Schedules/Game Schedules

Emphasize to associations that practice and game schedules must be adhered to with no deviations from them. Any changes to either must be made known to CCALP staff who will notify school staff. If facilities are booked for our use they need to be used. Booking games and practices that do not exist to keep others off the field will not be tolerated.

Non-Profit Status/Liability Coverage

Recommended that each association become a 501c3 organization with insurance but not required.

Annual Election Meetings

Include in co-sponsorship that the CCALP be sent a notice of the meeting, when the meeting will be held, and send minutes from the meeting to CCALP within 1 week after the meeting.

Age Groups

That the co-sponsorship agreement state that age groups are set by the Department and should not be changed by associations for any reason. The designated age groups will be 5-6, 7-8, 9-10, 11-12, 13-15. Associations that change their age groups to provide different age groups would lose their co-sponsorship status for all sports and age groups.

Game Schedules/Tournaments

The CCALP will designate an ending date for all regular season games and then if the associations are holding tournaments they must do so after the regular season games are complete.

Game schedules for all sports will be 10 games. Rainouts / makeup games will be done by each association as time and facility needs allow.

Maximum Registration Fee

Recommend that it stay at \$125.00

Field Improvements

Associations must get school principal approval if they are going to erect signs, batting cages, etc. on site.

Associations should refrain from seeding, aerating, pesticide application, etc on school grounds unless approved by the school principal or maintenance.

Athletic Districts

Propose that the following athletic districts go into effect immediately (by elementary school)

Mt. Pleasant	At. Allen, Mt. Pleasant
Concord	Beverly Hills, R. Brown McAlister, Coltrane Webb, Irvin, Weddington Hills
Hartsell	Rocky River, Wolf Meadow
Odell	Cox Mill, Odell, Furr
Winecoff	Winecoff, Boger, Royal Oaks
Bethel	Bethel, Patriots Elementary
Harrisburg	Pitts School Rd., Harrisburg

Co-sponsorship Changes/Association Presidents Meeting

A meeting will be held in January of each year with the league presidents to go over proposed changes to the Co-sponsorship Agreement. The liaisons from each of the communities will be asked to be at this meeting. Any changes to the co-sponsorship agreement must be done at the CCALP November meeting. The program committee will take recommendations and meet prior to the November meeting with recommendations to the Commission for approval. If and when approved, those changes would be relayed to the league presidents in January of each year.

Grievance Policy

When there are grievances between the associations it is recommended that the following action be taken:

1st Attempt: Coordinators of the sport get together to solve the issue

If it cannot be resolved then:

2nd Attempt: League presidents of the associations involved get together to solve the issue.

If it is still not resolved:

3rd Attempt: League Board of the associations get together to solve the issue.

If after 3 attempts the associations cannot resolve the issue then:

4th Attempt: The CCALP Commission will hear the issue and render a final decision.

CABARRUS COUNTY ACTIVE LIVING & PARKS
ATHLETIC FEE CHARGES – SCHOOL FACILITIES

Bethel Elementary
Cox Mill Elementary
Winecoff Elementary
Harrisburg Elementary
Rocky River Elementary
Pitts School Rd. Elementary

SOFTBALL / BASEBALL FIELDS

Weekdays	Monday – Friday	5:45 pm – 9:45 pm
Weekends	Saturday & Sunday	8:00 am – 10:00 pm

Practices/Games	\$10.00 per hour per field + \$5.00 per hour of light use
Tournament	\$15.00 per hour per field + \$5.00 per hour of light use

MULTI PUPROSE FIELDS (Soccer, Lacrosse, Football)

Weekdays	Monday – Friday	5:45 pm – 9:45 pm
Weekends	Saturday & Sunday	8:00 am – 10:00 pm

Practices/Games	\$25.00 per hour per field + \$10.00 per hour of light use
Tournament	\$30.00 per hour per field + \$10.00 per hour of light use



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

MAY 1, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at May 15, 2017 Meeting

SUBJECT:

County Manager - Amendment to Chapter 50 of the Cabarrus County Code of Ordinances

BRIEF SUMMARY:

The attached Ordinance and revised text document are for the purpose of amending Chapter 50 (currently Parks but proposed to be Active Living and Parks) of the Code of Ordinances. A Public Hearing and adoption of the Ordinance are required for approval of the proposed changes.

REQUESTED ACTION:

Motion to set a Public Hearing for the regular meeting on May 15, 2017.

Motion to adopt the ordinance amending Chapter 50.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager
Londa Strong, Active Living and Parks Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Ordinance](#)
 - ☐ [Revised Text Version Chapter 50](#)
-

**Ordinance Amending Chapter 50, Parks
of the Code of Ordinances in Cabarrus County, North Carolina**

Be it ordained by the Cabarrus County Board of Commissioners that Chapter 50, Article I, In General, and Article II, Sex Offenders, of the Code of Ordinances in Cabarrus County, North Carolina is hereby amended as follows:

Change the name of the Chapter from “Parks” to “Active Living and Parks” to reflect the department name change and to include other department facilities.

Article I. In General

Make amendments as shown on the attached track changes document to update the name of the department and make other changes as necessary.

Article II. Sex Offenders

Make amendments as shown on the attached track changes document to update the name of the department.

Adopted this the 15th day of May 2017.
Effective: June 1, 2017.

Stephen Morris, Chairman
Board of Commissioners

ATTEST:

Megan Smit, Clerk to the Board

Chapter 50 – ACTIVE LIVING AND PARKS ^[40]

⁽⁴⁰⁾ **Editor's note**— It should be noted that Ord. No. 2008-01, adopted Jan. 22, 2008, amended the title of Ch. 50 from "parks and recreation" to "parks."

ARTICLE I. - IN GENERAL

ARTICLE II. - SEX OFFENDERS

⁽⁴⁰⁾ **Cross reference**— Amusements and entertainments, ch. 6. (Back)

⁽⁴⁰⁾ **State Law reference**— Authority to establish parks, G.S. 153A-444. (Back)

ARTICLE I. - IN GENERAL

[Sec. 50-1. - Construction of chapter.](#)

[Sec. 50-2. - Definitions.](#)

[Sec. 50-3. - Park preservation.](#)

[Sec. 50-4. - Weapons; explosives; alcoholic beverages; drugs; dangerous substances.](#)

[Sec. 50-5. - Hunting and fishing.](#)

[Sec. 50-6. - Water activities.](#)

[Sec. 50-7. - Camping; fires; picnic areas.](#)

[Sec. 50-8. - Prohibit smoking and the use of other tobacco products on grounds of the county's parks system and in buildings located in the county's parks system.](#)

[Sec. 50-9. - Aviation.](#)

[Sec. 50-10. - Hours of operation.](#)

[Sec. 50-11. - Vehicles and parking.](#)

[Sec. 50-12. - Personal conduct.](#)

[Sec. 50-13. - Enforcement of chapter.](#)

[Sec. 50-14. - Violations and fines.](#)

[Sec. 50-15. - Other relief available.](#)

[Secs. 50-16—50-30. - Reserved.](#)

Sec. 50-1. - Construction of chapter.

In the interpretation of this and all succeeding ordinances, the provisions shall be construed as follows:

- (1) Any term in the singular shall include the plural.
- (2) Any term in the masculine shall include the feminine and neuter.

PART II - CODE OF ORDINANCES
Chapter 50 – ACTIVE LIVING AND PARKS
ARTICLE II. - SEX OFFENDERS

(3) Any requirement or prohibitions of any act shall respectively extend to include the causing or procuring, directly or indirectly, of such act.

(4) No provision hereof shall make unlawful any act necessarily performed by any officer or employee of the county Active Living and Parks Department (the "department") or any other employee or agent of the county or the State of North Carolina (the "state") in line of duty or work, or by any person, his agent or employees, in the proper and necessary execution of the terms of any agreement with the department, the county or the state.

(5) Any act otherwise prohibited by this [Active Living and pParks](#) chapter or any local ordinance shall be permitted if performed within the confines of a properly issued written permit to do so, as set forth herein.

(6) This chapter is in addition to and supplements the State Vehicle and Traffic Laws, which are incorporated herein and made a part hereof, including without limitation, the requirement that all persons operating any motor vehicle as defined by state law must have a valid operators license to operate such vehicle within any county parks.

(Ord. of 6-17-91(2), § 1; Ord. No. 2003-02, § 1, 1-27-03; Ord. No. 2003-03, § 1, 2-17-03)

Sec. 50-2. - Definitions.

In the interpretation of this and succeeding department regulations or ordinances, the following terms unless otherwise defined therein, shall mean the following:

County building. A building owned, leased as lessor, or the area leased as lessee and occupied by the county.

Department. Cabarrus County Active Living and Parks Department composed of all County Parks, Senior Centers and School Parks.

Employee. A person who is employed by the County of Cabarrus, or who contracts with the county or a third person to perform services for the county, or who otherwise performs services for the county with or without compensation.

Grounds. An unenclosed area owned, leased, or occupied by the county.

Foot path or **trail** means any path or trail maintained for pedestrians.

Park or parks shall be deemed to include all aspects of any county park or school park.

Senior Centers shall be deemed to include all aspects of all Senior Centers.

Parks system. Any tract of land or body of water comprising part of the county's parks, playgrounds, natural areas, recreation areas, trails and greenways, and streams or other bodies of water.

Pedestrian means a person on foot.

Participant means any individual in a park or Senior Center either in a class or on a voluntary basis.

Permit means any written license issued by or under authority of the department, permitting the performance of a specified act or acts on park property.

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Person means any natural person, corporation, company, association, joint stock association, joint venture, firm or partnership.

Smoking. The use or possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product.

Tobacco product. Any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part or accessory of a tobacco product, including, but not limited to, cigarettes; cigars; little cigars; cheroots; stogies; periques; granulated, plug cut, crimp cut, ready-rubbed, and other smoking tobacco; snuff; snuff flour; Cavendish; plug and twist tobacco; fine-cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. A tobacco product excludes any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

Trespassing. Consists of not only after hours entry into any of the facilities and grounds, but to any area closed inclusive in the facilities, as well as when someone is asked to leave the facility and will not.

Universal "No Smoking and Use of Tobacco Products Prohibited" symbol. A symbol consisting of a pictorial representation of a burning cigarette and a tobacco product enclosed in a red circle with a red bar across it.

Vehicle means any form of conveyance of any kind or nature (except baby carriages and nonmotorized bicycles or tricycles) including without limitation, motor vehicles, trailers of all types, campers, sleds, sleighs, pushcarts, or modes of transportation propelled solely by means of human or animal muscular power, including without limitation, horse-drawn carriages.

(Ord. of 6-17-91(2), § 2; Ord. No. 2003-02, § 2, 1-27-03; Ord. No. 2003-03, § 2, 2-17-03; Ord. No. 2011-28, § 1, 6-20-11)

Cross reference— Definitions generally, § 1-2.

Sec. 50-3. – Property and Facility preservation.

It shall be unlawful for any person to:

- (1) Mark, deface, disfigure, injure, tamper with, displace or remove any real or personal property, including without limitation, buildings, bridges, tables, benches, fences, fireplaces, grills, railings, pavings or paving materials, water lines or any other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts, or other boundary markers, or other structures or equipment, facilities or property or any appurtenances whatsoever to any of the above. This includes Parks and Senior Centers and all its appurtenances.
- (2) Fail to cooperate in maintaining all common areas, including without limitation, restrooms, activity rooms, fitness rooms, and washrooms, in a neat and sanitary condition.
- (3) Dig, pick or remove any soil, rock, sand, stones, trees, shrubs, plants, wood or other materials, or make any excavation by tool, equipment, blasting or any other means whatsoever.

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(4) Damage, cut, carve, mark or transplant any plant, or injure the bark of any plant or tree, or pick flowers or seed of any tree or plant, dig in or otherwise disturb grass areas; or in any other way whatsoever injure the natural beauty or usefulness of any park area.

(5) Construct or erect any building or structure of whatever kind or material, whether permanent or temporary, or run or string any public service utility into, upon, or across such park land, except with a special written permit issued hereunder.

(6) Throw, discharge, or otherwise place or cause to be placed in any body of water, including without limitation, any fountain, pond, lake, stream or swimming pool within or adjacent to any park, or any tributary, stream, storm sewer, or drain flowing into such body of water; any substance, matter or thing, liquid or solid, which will or may result in the pollution of said waters.

(7) Take into or carry through ~~any~~ park/recreation facility any rubbish, refuse, garbage or other material, except as specifically authorized herein. Any rubbish generated in the park/recreation facility shall be placed in receptacles provided for rubbish disposal by the party responsible for its presence. Where receptacles are not available, all such rubbish or waste shall be carried away from the park/recreation facility by the person responsible for its presence and properly disposed of elsewhere.

(8) Attach or place any sign, banner, wire, rope or cable, or any other contrivance of any kind or nature to any building, sign, tree or other ~~park-department facility~~ properties by use of nails or staples. These items may be attached with tape or thumbtacks and must be removed before leaving the area. Language or symbols on any such sign or banner must not be deemed offensive to the general public, in the sole opinion of ~~park-department~~ and other county officials authorized to enforce this chapter. In no event will profanity be permitted.

(9) Cause or permit any animal, whether or not under a person's custody or control, to enter the ~~parkdepartment facilities~~, with the exception of a dog restrained by a leash not exceeding six feet in length for any outdoor facility. Animals that are part of an authorized program are exempted from this policy. Any person having custody of any animal, as authorized herein, herein shall be responsible for the removal of any animal solid waste.

(10) Bring, use, ride, or drive a horse, pony, mule, cow or any other animal whatsoever in any part of the ~~parkdepartment facilities~~, except for commercially licensed horse drawn carriages pursuant to a county written permit, unless the animal is part of a ~~park-department~~ sponsored program or except as provided for directly above in subsection (9). Any mode of transportation propelled by an animal shall be treated as limousines for the purpose of this chapter.

(11) Damage or alter any wildlife habitat or area within the ~~park-facility~~ unless undertaken by authorized ~~park-department~~ personnel or their agents as a bona fide wildlife management practice.

(Ord. of 6-17-91(2), § 3; Ord. of 6-19-95; Ord. No. 2003-02, § 3, 1-27-03; Ord. No. 2003-03, § 3, 2-17-03)

Cross reference— Animals, ch. 10; carrying concealed weapons, § 46-4.

Sec. 50-4. - Weapons; explosives; alcoholic beverages; drugs; dangerous substances.

It shall be unlawful for any person to bring into or have in his possession any weapon (or any device

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that, in the reasonable opinion of county law enforcement authorities or ~~park department~~ officials can be used as a weapon) including without limitation:

(1) Any knife (other than reasonably used for picnic or camping purposes), rifle, shotgun, BB gun, air gun, spring gun, slingshot, bow, arrow or any other device or item in which the propelling force is gunpowder, a spring or air, or which is propelled by muscular force, or any explosive of any kind or nature.

(2) Any mind-altering substances, whether man-made or found in nature, including without limitation, any alcoholic beverage, narcotic drug, hallucinogen, or any controlled substance, without a valid physician's prescription. While in the facilities, persons should conduct themselves in a proper and orderly manner and shall not display, consume, or be under the influence of alcoholic beverages or any such mind-altering substance without a valid physician's prescription, used as directed by the physician.

(3) Any fireworks or explosive of any kind or nature unless used as part of a program by authorized county employees or their agents.

(4) Handguns are prohibited except as governed by GS 14-415.23.

(a) Except as provided in subsection (g) below all persons are prohibited from possessing any firearm, including a handgun carried under the authority of a lawful concealed handgun permit, in county owned buildings and their appurtenant premises, as defined herein.

(b) Except as provided in subsection (g) below all persons are prohibited from possessing any firearm, unless carried concealed under the authority of a lawful concealed handgun permit, in any county park/recreation facility. However the exception for concealed carry on a lawful concealed handgun permit does not apply to those locations identified in subsection (c).

(c) Except as provided in subsection (g) below all persons are prohibited from possessing any firearm, including a concealed handgun carried under the authority of a lawful concealed handgun permit, at the following county facilities: Swimming Complex, Athletic Complex, Playgrounds, and Recreational Facilities in accordance with G.S. 14-415.23:

The county properties listed herein have facilities in which a concealed handgun may not be carried:

1. Frank Liske Park – 4001 Stough Road, Concord, NC 28027
2. North Cabarrus Park – 760 Orphanage Road, Kannapolis, NC 28081
3. Camp T.N. Spencer Park – 3155 Rimer Road, Concord, NC 28025
4. ~~Cabarrus County~~Concord –Senior Center – 331 Corban Avenue Southeast, Concord, NC 28025
5. Mt Pleasant Senior Center – 8615 Park Drive, Mt Pleasant, NC 28124

(d) ~~Except as provided in subsection (g) below all persons are prohibited from possessing weapons, other than firearms, as defined in G.S. § 14-269 in county owned buildings, their appurtenant premises, and in county parks and recreational facilities in the county.~~

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- ~~(e) Nothing herein is intended to prohibit a person from storing a firearm within a motor vehicle while the vehicle is on the aforementioned properties in the county.~~
- (f) ~~For the purposes of this section, “buildings” is defined as set forth in G.S. §14-54 (c) as including any dwelling, dwelling house, uninhabited house, building under construction, building within the curtilage of a dwelling house, and any other structure designed to house or secure within it any activity or property.~~
- (g) This prohibition shall not apply to the following persons:
- (1) Officers and enlisted personnel of the armed forces of the United States when in discharge of their official duties as such and acting under orders requiring them to carry arms and weapons;
 - (2) Civil officers of the United States while in the discharge of their official duties;
 - (3) Officers and soldiers of the militia and the National Guard when called into actual service;
 - (4) Sworn law enforcement officers;
 - (5) Cabarrus County or City of Concord animal control officers
 - (6) Persons firing firearms without projectiles in organized educational, entertainment, instructional, or ceremonial events sponsored by Cabarrus County Active Living & Parks Department.
- (h) A conspicuous notice shall be posted at each entrance to any property set forth in (a), (b), or (c) above outlining the restrictions prescribed in this section.
- (i) Any person in violation of this section shall be guilty of a misdemeanor and upon conviction shall be fined five hundred dollars (\$500.00) or imprisoned for six (6) months or both.
- (j) Firearms and other weapons possessed in violation of this ordinance are hereby declared to be contraband. The ~~chief of police~~ Sheriff or his designee shall dispose of such weapons pursuant to applicable state law.

(Ord. of 6-17-91(2), § 4; Ord. No. 2003-02, § 4, 1-27-03; Ord. No. 2003-03, § 4, 2-17-03)

Cross reference— Possession, consumption or transfer of alcoholic beverages during state of emergency, § 22-57; use of firearms generally, § 46-2; carrying concealed weapons, § 46-4.

Sec. 50-5. - Hunting and fishing.

It shall be unlawful for any person in the park areas to:

- (1) Hunt, trap, shoot, kill, wound, molest, capture, chase, willfully frighten, or attempt to harm any wildlife within the park, except as undertaken by authorized park personnel in their exercise of a bona fide wildlife management practice.
- (2) Fish without a valid state fishing license and any required local permits, except as provided for in the state fishing regulations. All patrons must abide by state regulations of seasons, hours, and fishing/baiting methods, and as otherwise designated from time to time in park regulations.

(3) Keep any largemouth bass smaller than 14 inches in length. These must be immediately returned unharmed to the park lake.

(4) Keep more than three largemouth bass, 14 inches in length or larger, caught in a single day's fishing. All excess largemouth bass must be immediately returned unharmed to the park lake.

(Ord. of 6-17-91(2), § 5; Ord. No. 2003-02, § 5, 1-27-03; Ord. No. 2003-03, § 5, 2-17-03)

Sec. 50-6. - Water activities.

It shall be unlawful to:

(1) Operate any unapproved mode of conveyance upon any body of water in the park, including without limitation, any lake or stream. This policy extends to and includes without limitation, any type of boat (motorized or not motorized), rafts and inner tubes as well as remote controlled models, whether fuel or battery propelled. However, battery operated model boats are permitted on the lake when park paddleboats are closed.

(2) Launch an authorized mode of conveyance from a trailer, car or truck except at a launch area designated by park management.

(3) Operate or ride as a passenger in any county operated form of boat, canoe or kayak unless each person is wearing a United States Coast Guard approved personal floatation device.

(4) Swim or wade in a park body of water except when permitted as an authorized program or pursuant to posted regulation.

(Ord. of 6-17-91(2), § 6; Ord. No. 2003-02, § 6, 1-27-03; Ord. No. 2003-03, § 6, 2-17-03)

Sec. 50-7. - Camping; fires; picnic areas.

It shall be unlawful to:

(1) Camp (tent camp or otherwise) or park a car, trailer, or camper for the purpose of camping or overnight stay anywhere in any park/recreation facility except in areas specifically designated for camping during authorized times for camping.

(2) Kindle, build, maintain or use a fire except in places specifically designated for such purposes and at such times as authorized by park officials. Any fire must be continuously under the care and direction of a competent and responsible person, at least 16 years of age, from the time it is kindled until it is fully extinguished. No person shall throw away or discard any match, lighter, paper or any other potentially flammable material within park property, including without limitation, around any building, boat or vehicle or under any tree or in underbrush. All such materials shall be disposed of in containers specifically designed for such disposal and shall be fully extinguished prior to such disposal. Unless posted otherwise, ~~park~~-patrons may bring gas or charcoal grills for use in the park. These grills must be used only in designated picnic areas and must be placed within three feet of the stationary grills provided in the park. No grills of any kind are permitted within the perimeter of or under any shelter. All hot coals must be fully extinguished prior to disposal.

(3) Bring deep fat frying or grease pots into the park/recreation facility.

(4) Gas powered generators are allowed by written park-department permit only.

(5) Hold a picnic in the park except in areas specifically designated as picnic sites.

(Ord. of 6-17-91(2), § 7; Ord. of 7-22-93; Ord. of 11-1-93; Ord. No. 2003-02, § 7, 1-27-03; Ord. No. 2003-03, § 7, 2-17-03; Ord. No. 2008-01, § 2, 1-22-08)

Sec. 50-8. - Prohibit smoking and the use of other tobacco products on grounds of the county's parks system and in buildings located in the county's parks system.

(a) *[Enacting legislation.]* This section is enacted pursuant to G.S. 130A-498 and 153A-121(a).

(b) *Implementation requirements.*

(1) The county shall post signs that meet all the requirements in subsection (c) of this section.

(2) The county shall remove all ashtrays and other smoking receptacles from the grounds of the county's parks system and buildings located in the county's parks system.

(3) All park-department personnel or sworn law enforcement officials, or their designee, shall direct a person who is smoking or using a tobacco product on park/recreation facility grounds to cease and, if the person does not comply, shall contact the county sheriff's department and write a citation for the offense.

(c) *Signage.* The signs required by implementation requirements must:

(1) State in English that smoking and the use of tobacco products are prohibited and include the universal "No Smoking and Use of Tobacco Products Prohibited" symbol.

(2) Be of sufficient size to be clearly legible to a person of normal vision and be conspicuously posted.

(3) Be posted at each entrance of the buildings located in the county's parks system and in other locations within the buildings reasonably calculated to inform employees and the public of the prohibition.

(4) Be posted on the grounds of the county's recreation facilities system in locations and at intervals reasonably calculated to inform employees and the public of the prohibition.

(d) *Enforcement and penalties.*

(1) *Penalty for violation.* Following oral notice, by park-department personnel or sworn law enforcement officials, or their designee, failure to cease smoking or using tobacco products constitutes an infraction punishable by a fine of not more than \$50.00. A citation may be issued by a sworn law enforcement officer or park-department staff or their designee. Conviction of an infraction under this section has no consequence other than payment of a penalty, and no court costs may be assessed. Additionally, "enforcement" is as defined in section 50-13, Enforcement of chapter.

(2) *Additional sanctions for employees.* In addition to any penalty under subsection (d), employees of the county who violate this section shall be subject to disciplinary action consistent with the county's human resources policies.

(Ord. of 6-17-91(2), § 8; Ord. No. 2003-02, § 8, 1-27-03; Ord. No. 2003-03, § 8, 2-17-03; Ord. No. 2011-28, § 1, 6-20-11)

Sec. 50-9. - Aviation.

It shall be unlawful for any person within the confines of the park to voluntarily launch, take off, land, or cause to descend or take off any airplane, flying machine, balloon, parachute, or other apparatus of aviation, except by special permit. Voluntarily shall mean any action other than a forced landing. This section shall also apply to radio-controlled airplanes, helicopters, rockets, etc. However, kite flying in open areas is permitted.

(Ord. of 6-17-91(2), § 9; Ord. No. 2003-02, § 9, 1-27-03; Ord. No. 2003-03, § 9, 2-17-03)

Sec. 50-10. - Hours of operation.

It shall be unlawful for any person to enter or remain in the park/recreation facility except during those hours of operation that it is open to the general public. Park/recreation facility hours of operation will be posted ~~in each park~~ and may be changed from time to time by the board of commissioners. Cabin and tent renters are exempt.

(Ord. of 6-17-91(2), § 10; Ord. No. 2003-02, § 10, 1-27-03; Ord. No. 2003-03, § 10, 2-17-03)

Sec. 50-11. - Vehicles and parking.

It shall be unlawful for any person to:

- (1) Drive any vehicle of any sort within the park except on the paved ~~park~~ roads or parking areas, or such ~~park~~ areas as may on occasion be specifically designated as temporary areas for such use.
- (2) Park a vehicle anywhere except in a designated parking area. This includes School Parks.
- (3) Leave a vehicle standing or parked in established parking areas or elsewhere in the park during hours when the park is closed.
- (4) Leave a bicycle or scooter in a place other than a bicycle rack when such is provided and there is space available.
- (5) Ride a bicycle, scooter, skates of any description, etc. or operate or ride in or on any other self propelled or motor propelled mode of transportation without reasonable regard to the safety of others. Bicycles, skateboards, skates of any description, etc. are not permitted on tennis courts at any time.
- (6) Leave a bicycle, scooter, skateboard, etc. lying on the ground or pavement or against trees, or in any place or position where other persons may trip over or be injured by it.
- (7) Unless otherwise posted, operate a vehicle of any kind in excess of 19 miles per hour within the park / recreation facilities.
- (8) Operate a motorized trail bike or any other motorized vehicle or mode of transportation designed primarily for off-road use within the confines of the park, except in clearly designated areas.

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(9) Park a vehicle or any other mode of transportation in a towing area, such as a handicapped parking area, on the grass, or on the shoulder of a road. Any vehicle so parked may be towed at the owner's expense. The decision to tow a vehicle will be made by the ~~park-department~~ official or any other proper county personnel.

(10) Stop or park a vehicle or place any table, tent, etc., or any other object whatsoever, in any area that is designated as a fire lane.

(11) The use of skates, skateboards, etc. is prohibited in or about county facilities and surrounding premises unless expressly permitted by formal authority of the board of county commissioners or county manager.

(12) Park in designated fire lanes, right of ways or no parking areas. Park in unmarked spaces unless directed by department or county enforcement officials.

(13) Park a vehicle overnight. Any vehicle parked overnight may be towed at the owner's expense.

(Ord. of 6-17-91(2), § 11; Ord. No. 2003-02, § 11, 1-27-03; Ord. No. 2003-03, § 11, 2-17-03; Ord. No. 2008-01, § 3, 1-22-08)

Cross reference— Traffic and vehicles, ch. 74.

Sec. 50-12. - Personal conduct.

It shall be unlawful for any person to:

(1) Engage in criminal, disorderly, immoral, or abusive conduct of any kind within ~~the parka department facilities~~ or during a department sponsored program. Disorderly conduct shall be determined ~~in at~~ the discretion of ~~park~~Department officials and county enforcement authorities.

(2) Engage in any activity that may constitute a hazard to the safety of him or other persons. Such activities may include, but are not limited to, archery, hitting of golf balls, and horseback riding. Whether an activity is hazardous shall be determined ~~in at~~ the discretion of ~~park-department~~ officials and county enforcement authorities.

(3) Dispose of ~~lighted-lit~~ or ~~unlighted-unlit~~ matches, lighters, or any potentially flammable material or substance of any kind or nature in other than ~~park~~-containers designated for such items at department facilities.

(4) Engage in threatening, harrassing, abusive, derogatory, insulting or indecent language (verbal or physical), or ~~in~~-excessively noisy conduct of any kind at any time within ~~the parka department facilities~~ or during a department sponsored event, such that it unreasonably disturbs other ~~park~~-patrons or neighbors. ~~Park-Department~~ enforcement authorities and county enforcement authorities are empowered to determine whether noise is excessive or unreasonably disturbing.

(5) Throw rocks or objects of any kind. However, this does not include balls, frisbees, or other game equipment used in athletic events, when used in a reasonable manner and in such a way that they do not become hazards to other ~~park~~-patrons.

(6) Solicit, peddle or beg within any park/recreation facility or sell any merchandise or wares;

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provided, this subsection does not apply to (a) any concession rights granted by the department, or (b) any solicitation or sale of goods by nonprofit or civic groups, provided that a written permit is obtained in advance from the department.

(7) Interfere with or in any manner hinder any county employee or ~~park-department~~ employee, the county, the state, or any of their appointed agents in the performance of his duties.

(8) Enter any ~~area~~-closed area including the pool, paddleboats, mini-golf, buildings, athletic fields (including school parks), or ~~the~~-closed facility including parks, trails, and centers.

(9) Engage in or threaten physical violence.

(10) Remove department property without permission by department official. Damage department property.

(Ord. of 6-17-91(2), § 12; Ord. No. 2003-02, § 12, 1-27-03; Ord. No. 2003-03, § 12, 2-17-03)

Sec. 50-13. - Enforcement of chapter.

(a) In addition to other enforcement and sanction provisions hereunder, violators may be punishable by immediate suspension from all properties for not more than 60 days for the first offense. Department officials may suspend violators up to one year on their first offense dependent on the severity of the offense. Thereafter, suspension may be for such time deemed ~~approximate-appropriate from time to time~~ by the board of commissioners. The department director and ~~or his~~ designee (including without limitation, ~~park-department~~ officials and county enforcement authorities) are empowered to invoke and enforce this suspension. An effort will be made to send a certified letter to anyone suspended from the facilities advising them of why they were banned, how long the suspension is, what facilities are affected, and what will happen if they don't abide by the ban.

(b) ~~Park-Department~~ personnel authorized by the board of commissioners and county law enforcement authorities shall have the duty and responsibility to enforce this chapter and shall be empowered to issue citations for violations as set forth herein when in their judgment, any provisions have been violated.

(c) In addition to the enforcement and sanction provisions of this chapter, ~~park-department~~ personnel authorized by the board of commissioners as well as county law enforcement authorities shall have all enforcement and sanction provisions available to them pursuant to the North Carolina General Statutes. This authority shall include without limitation, assessment of any state and/or county fines and penalties applicable to any ordinance citation. Each person receiving a citation must, within 30 calendar days of its issuance, pay as a penalty and in full satisfaction of the fine, the total monetary sum set forth in the citation. However, in the event the fine is paid within 14 calendar days of issuance of the citation, the county will accept one half of the full fine amount as full and complete satisfaction of the fine. Payment of the fine does not relieve the recipient of the citation from compliance with any other requirements set forth in the citation. Notwithstanding any other term or condition herein, failure of such person to render payment of the full amount of the fine within 30 days of the issuance of the citation, may render such person subject to collection proceedings and/or punishment for a civil offense or misdemeanor, as set forth herein and in the North Carolina General Statutes. Violation fines and penalties may be revised from time to time by the board of commissioners and shall be deemed incorporated herein as they may be amended from time to time.

(Ord. of 6-17-91(2), § 13; Ord. No. 2003-02, § 13, 1-27-03; Ord. No. 2003-03, § 13, 2-17-03)

Sec. 50-14. - Violations and fines.

(a) Parking and speeding/reckless driving violations with corresponding fines are listed on Schedule 1, which is on file in the county offices and incorporated as if fully set forth herein. The board of commissioners may amend Schedule 1 from time to time.

(b) Violations of subsection 50-5(2), (3) or (4) are punishable by the appropriate penalties and/or laws governing inland waters, as set forth by the state wildlife resources commission. Any and all enforcement officers of the wildlife commission have full authority to enforce these regulations.

(c) Violation of section 50-8 is punishable by a \$50.00 fine.

(e) Violation of 50-12 (1), (2), (4), (9) or (10) is punishable by written warning, \$50 fine and/or suspension for a period of not more than 360 days, unless designated by board of commissioners.

(d) Violations of this chapter may also constitute a civil offense and/or a misdemeanor pursuant to the applicable North Carolina General Statutes and may be punishable by additional fines or sanctions, including imprisonment not exceeding 30 days.

(Ord. of 6-17-91(2), §§ 14, 15; Ord. No. 2003-02, § 14, 15, 1-27-03; Ord. No. 2003-03, § 14, 2-17-03; Ord. No. 2011-28, § 1, 6-20-11)

Sec. 50-15. - Other relief available.

In addition to remedies and sanctions set forth in this chapter, the chapter may be enforced by any other appropriate remedies and sanctions authorized by North Carolina General Statutes. All enforcement remedies and sanctions are cumulative.

(Ord. No. 2003-03, § 15, 2-17-03)

Secs. 50-16—50-30. - Reserved.

ARTICLE II. - SEX OFFENDERS

[Sec. 50-31. - Definitions.](#)

[Sec. 50-32. - Prohibition.](#)

[Sec. 50-33. - Limited exceptions.](#)

[Sec. 50-34. - Scope.](#)

[Sec. 50-35. - Enforcement.](#)

[Sec. 50-36. - Construction of article.](#)

[Sec. 50-37. - Penalty.](#)

[Sec. 50-38. - Severability.](#)

[Sec. 50-39. - Signage.](#)

Sec. 50-31. - Definitions.

Whenever used in this article, the following terms, unless otherwise expressly defined, shall mean and include each of the meanings set forth below.

PART II - CODE OF ORDINANCES
Chapter 50 – ACTIVE LIVING AND PARKS
ARTICLE II. - SEX OFFENDERS

County means Cabarrus County.

Department means the Cabarrus County Active Living & Parks Department.

Park means all parks, playgrounds, recreation facilities, greenways, water areas, wildlife refuges, nature preserves or other recreation areas, including any adjacent public parking area as well as the driveway, entrance way or pedestrian walkway used by the public to access the park or recreation facility, developed or undeveloped, and structures thereon, owned, operated, leased or managed by the county.

Official meeting means a meeting that is required to be open to the public by the Open Meetings Law, Article 33C of Chapter 143 of the North Carolina General Statutes.

Recreation facility means any publicly owned, leased, operated or maintained property that is designated or used as a recreation facility by the county and including any adjacent public parking area as well as the driveway, entrance way or pedestrian walkway used by the public to access the recreation facility.

Registered sex offender means any individual who is required to register or is registered with the North Carolina Sex Offender and Public Protection Registry (established under Article 27A of Chapter 14 of the North Carolina General Statutes) or, the Dru Sjodin National Sex Offender Public Registry (maintained by the United States Department of Justice), or any other official state or federal registered sex offender listing maintained by either the United States Department of Justice or any of the several states. For purposes of determining if an individual is registered or is required to register with any one of the official registries, law enforcement officers may rely upon the official website of any state or federal registry of sex offenders and the descriptions published and available from such registry.

(Ord. No. 2009-04, § 1, 1-20-09)

Sec. 50-32. - Prohibition.

No registered sex offender shall enter into or upon any park or recreation facility owned, leased, operated or maintained by the county except as permitted by section 50-33.

(Ord. No. 2009-04, § 2, 1-20-09)

Sec. 50-33. - Limited exceptions.

(a) *Polling place.* When a park or recreation facility is used as a polling place for an election, the registered sex offender may enter for the limited purpose of voting if he has right to vote and qualifies to do so at that polling place.

(b) *Official meetings.* A registered sex offender who has the right to be present at an official meeting shall have the limited privilege of entering on and into a park or recreation facility for such time as is necessary to attend that meeting or function, but loitering or lingering in any form shall be a violation of this article.

The privilege shall only extend to those parts of the park and/or recreation facility that are being used for meetings of that kind and any registered sex offender found outside of those parts shall be punished as provided in section 50-37.

(c) *Consistency with the Jessica Lunsford Act.* After November 30, 2008, any action prohibited by this

PART II - CODE OF ORDINANCES
Chapter 50 – ACTIVE LIVING AND PARKS
ARTICLE II. - SEX OFFENDERS

article that would also be a violation of G.S. 14-208.18(2008) shall no longer be considered a violation of this article. For example, after November 30, 2008:

- (1) A registered sex offender who enters a park and/or recreation facility playground will no longer be in violation of this article because of the prohibition of the same conduct by G.S. 14-208.18(a)(1)(2008);
- (2) A registered sex offender who enters park and/or recreation facility property that is held open to the general public that at the time in question is being used for a youth birthday party may not be deemed in violation of this article because of the prohibition of the same conduct by G.S. 14-208.18(a)(2)(2008); and
- (3) A registered sex offender will not be in violation of this article for being on park and/or recreation facility property where minors have gathered for regularly scheduled recreational programs because of the prohibition of the same conduct by G.S. 14-208.18(a)(3)(2008).

(Ord. No. 2009-04, § 3, 1-20-09)

Sec. 50-34. - Scope.

Territorial scope. This article shall be effective within and upon all county parks and recreation facilities and shall regulate the use thereof by all persons.

(Ord. No. 2009-04, § 4, 1-20-09)

Sec. 50-35. - Enforcement.

(a) *Enforcement.* Duly sworn law enforcement officers with jurisdiction within the county parks and recreation facilities shall have the duty to enforce this article.

(b) *Detaining a subject.* A law enforcement officer may detain a person within a county park or recreation facility under this article for a reasonable amount of time to inquire about that person's status as a registered sex offender if the officer reasonably believes, or has probable cause to believe, that the person is a registered sex offender who is in violation of this article or has committed a crime for which the person, if convicted, could be required to register as a sex offender. Nothing in this section shall limit a law enforcement officer from running any background check that is currently permissible under the law.

(Ord. No. 2009-04, § 5, 1-20-09)

Sec. 50-36. - Construction of article.

In the interpretation of this article:

- (1) Any term in the singular shall include the plural;
- (2) Any term in the masculine shall include the feminine and the neuter;
- (3) Any requirement or prohibition of any act shall, respectively, extend to and include the causing or procuring, directly or indirectly, of such act;
- (4) No provision of this article shall make unlawful any act necessarily performed by any officer or employee of the county or the department in the line of duty or work as such, or by any person,

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ARTICLE II. - SEX OFFENDERS

his agents or employees, in the proper and necessary execution of the terms of any agreement of the county or the department;

(5) This article is in addition to and supplements state law.

(Ord. No. 2009-04, § 6, 1-20-09)

Sec. 50-37. - Penalty.

Violation of section 50-32 shall be a class 3 misdemeanor and shall be punishable by a fine of up to \$500.00 and or incarceration for a period of time as outlined in G.S. 15A-1340.20 et seq. Each and every entrance into a park or recreation facility, regardless of the time period between such entries, shall constitute a separate offense under this article.

(Ord. No. 2009-04, § 7, 1-20-09)

Sec. 50-38. - Severability.

If any section, subsection, paragraph, sentence, clause, phrase or portion of this article is for any reason held to be unlawful, such decision shall not affect the validity of the remaining portions of this article.

(Ord. No. 2009-04, § 8, 1-20-09)

Sec. 50-39. - Signage.

Each park and recreation facility should be posted to the effect that registered sex offenders are prohibited so that such persons and the general public are made aware of this article. Notwithstanding this section concerning signage, it shall not be a defense to a prosecution under this article that the park or recreation facility contained no signage.

(Ord. No. 2009-04, § 9, 1-20-09)



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

MAY 1, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at May 15, 2017 Meeting

SUBJECT:

Finance - CCS Agency Agreement New Performance Learning Center

BRIEF SUMMARY:

The attached Cabarrus County Schools (CCS) Agency Agreement, among other items, allows the County to appoint the Cabarrus Board of Education as its agent in connection with the construction and equipping of a new Performance Learning Center.

The Cabarrus Board of Education shall cause the new Performance Learning Center project to be completed in accordance with the respective construction documents and any applicable requirements of governmental authorities and law. The County and Board of Education agree that all amounts received as refunds of State sales tax, with respect to expenditures made in connection with the project, will be deposited as funds available for the acquisition and construction of the project or used to pay debt service on the installment financing issued to fund this project. Agency Agreement to be provided at May 15, 2017 meeting.

REQUESTED ACTION:

Motion to approve the Cabarrus County Schools Agency Agreement for the new Performance Learning Center project, subject to review and revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

MAY 1, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at May 15, 2017 Meeting

SUBJECT:

Finance - CCS Agency Agreement New High School on Weddington Road

BRIEF SUMMARY:

The attached Cabarrus County Schools (CCS) Agency Agreement, among other items, allows the County to appoint the Cabarrus Board of Education as its agent in connection with the construction and equipping of a new high school.

The Cabarrus Board of Education shall cause the new high school project to be completed in accordance with the respective construction documents and any applicable requirements of governmental authorities and law. The County and Board of Education agree that all amounts received as refunds of State sales tax, with respect to expenditures made in connection with the project, will be deposited as funds available for the acquisition and construction of the project or used to pay debt service on the installment financing issued to fund this project. Agency Agreement to be provided at May 15, 2017 meeting.

REQUESTED ACTION:

Motion to approve the Cabarrus County Schools Agency Agreement for the new high school project, subject to review and revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

MAY 1, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at May 15, 2017 Meeting

SUBJECT:

Finance - Update of Capital Project Fund Budgets and Related Project Ordinances

BRIEF SUMMARY:

Each year the multi-year fund budgets and Project Ordinances are evaluated and updated. Based on the Finance Department's evaluation:

Budget amendments and project ordinance updates are included with this agenda for the Construction and Renovation Fund (Fund 343), the Limited Obligation 2017 Fund (Fund 369), the Capital Reserve Fund (Fund 450), and the Small Projects Fund (Fund 460). Also included with the update is the consolidation of the Construction and Renovation Fund (Fund 343) Parking Deck project into the Limited Obligation 2017 Fund (Fund 369) for account tracking purposes.

REQUESTED ACTION:

Motion to approve the Multi-year Budget Amendments and revised Project Ordinances.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [Fd 343 and Fd 369 BA](#)
 - ☐ [Fd 450 BA](#)
 - ☐ [Fd 460 BA](#)
 - ☐ [Construction & Renovation Proj Ord](#)
 - ☐ [LOBS Project Ordinance](#)
 - ☐ [Capital Reserve Project Ordinance](#)
 - ☐ [Small Projects Project Ordinance](#)
-

Cabarrus County Budget Amendment Request

Date: 5/15/2017

Amount: \$393,961.55

Dept. Head: Susan Fearrington (prepared by staff)

Department: 369 Limited Obligation Bonds 2017

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose:

This budget amendments moves funds from the 343 Construction and Renovation Fund into the 369 Limited Obligation Bonds 2017, for administrative record keeping purposes, it also updates the revenue for funds received for tower leases from several cell phone providers by \$147,961.55 which will increase the budget to reflect the actual revenue to be received for FY17 and FY18.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
34361110-6902-PLot	Cont'b from GF	\$86,000.00		\$86,000.00	\$0.00
34361110-6921-PLot	Cont'b from CRF	\$160,000.00		\$160,000.00	\$0.00
36961110-6902-DECK	Cont'b from GF	\$802,000.00	\$86,000.00		\$888,000.00
36961110-6921-DECK	Cont'b from CRF	\$260,000.00	\$160,000.00		\$420,000.00
					\$0.00
34391110-9606-PLot	Engineers	\$38,965.00		\$38,965.00	\$0.00
34391110-9607-PLot	Architects	\$207,035.00		\$207,035.00	\$0.00
36991110-9606-DECK	Engineers	\$0.00	\$38,965.00		\$38,965.00
36991110-9607-DECK	Architects	\$802,000.00	\$207,035.00		\$1,009,035.00
					\$0.00
34362740-6614	Rental Fees - Tower Ls	\$578,137.00	\$147,961.55		\$726,098.55
34392740-9331	Minor Off Equip & Furn	\$1,756,550.66	\$147,961.55		\$1,904,512.21
	Total				

Budget Officer

- ☐ Approved
☐ Denied

County Manager

- ☐ Approved
☐ Denied

Board of Commissioners

- ☐ Approved
☐ Denied

Signature

Signature

Signature

Attachment number 1 in

Cabarrus County Budget Amendment Request

Date: 5/15/2017

Amount: \$86,000.00

Dept. Head: Susan Fearrington

Department:

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose:

This budget amendment adjusts appropriations of revenues and expenditures for the Capital Reserve multi-year fund based on estimates of actual history of transactions that have occurred. Each year the multi-year budgets and project ordinances are evaluated and updated through budget amendments and revised project ordinances which are presented to the Board of Commissioners for approval. This Budget amendment records the increase in the Capital Reserve Fund for the investment earnings recorded in FY17.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
45067220-6701	Interest on Investment	\$329,142.00	\$86,000.00		\$415,142.00
45097220-9821	Building & Renovation	\$4,980,590.20	\$86,000.00		\$5,066,590.20
Total					

Budget Officer

- ☐ Approved
☐ Denied

County Manager

- ☐ Approved
☐ Denied

Board of Commissioners

- ☐ Approved
☐ Denied

Signature

Signature

Signature

Date

Date

Date

Cabarrus County Budget Amendment Request

Date: 5/15/2017

Amount: \$28,090.00

Dept. Head: Susan Fearington (prepared by staff)

Department: Small Projects Funds

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose:

This budget amendment is to balance the budget between the Soil and Water Clark Creek Grant and the Soil and Water Cox Mill Park Grant, and close the completed projects. Also, this budget amendment budgets the remaining funds from closing the grants in revenues and expenditures for other improvements in the Small Projects Fund and adjusts the Stewardship fund based on the actual funds received. This BA moves program fees from "no project" to the DRILL project and the finders fee revenue to the STEW project.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
46063270-6365 CLCR	Soil and Water Grants	\$35,000.00	\$0.00	\$1,803.00	\$33,197.00
46063270-6902 CLCR	Contr from Gen Fund	\$14,800.00	\$0.00	\$14,800.00	\$0.00
46063270-6365 CWM	Soil and Water Grants	\$521,833.00	\$1,803.00	\$0.00	\$523,636.00
46063270-6902 CWM	Contr from Gen Fund	\$0.00	\$14,800.00	\$0.00	\$14,800.00
					\$0.00
46093270-9416 CLCR	Soil and Water Grants	\$6,403.00	\$0.00	\$5,181.00	\$1,222.00
46093270-9860 CLCR	Equipment and Furn	\$26,794.00	\$0.00	\$2.00	\$26,792.00
46063270-6365 CLCR	Soil and Water Grants	\$33,197.00	\$0.00	\$5,183.00	\$28,014.00
					\$0.00
46093270-9606 CWM	Engineers	\$142,689.00	\$0.00	\$491.00	\$142,198.00
46093270-9820 CWM	Construction	\$395,747.00	\$0.00	\$8,126.00	\$387,621.00
46063270-6365 CWM	Soil and Water Grants	\$523,636.00	\$0.00	\$8,617.00	\$515,019.00
					\$0.00
46060000-6902	Contr from Gen Fund	\$0.00	\$13,800.00	\$0.00	\$13,800.00
46090000-9830	Other Improvements	\$1,270,421.00	\$13,800.00	\$0.00	\$1,284,221.00
					\$0.00

46063270-6449 STEW	Stewardship Fund	\$9,588.00	\$21,833.00		\$31,421.00
46093270-9392 STEW	Stewardship Fund	\$9,588.00	\$21,833.00		\$31,421.00
					\$0.00
46063270-6606	Program Fees	\$10,743.00		\$10,743.00	\$0.00
46063270-6606 DRILL	Program Fees	\$0.00	\$10,743.00		\$10,743.00
					\$0.00
46063270-6606 DRILL	Program Fees	\$10,743.00	\$1,257.00		\$12,000.00
46093270-9419 DRILL	Repairs and Maint	\$10,743.00	\$1,257.00		\$12,000.00
					\$0.00
46063270-6513 STEW	Finders Fee Rev	\$0.00	\$5,000.00		\$5,000.00
46093270-9392 STEW	Stewardship Fund Exp	\$31,421.00	\$5,000.00		\$36,421.00
Total					

Budget Officer

- ☐ Approved
☐ Denied

County Manager

- ☐ Approved
☐ Denied

Board of Commissioners

- ☐ Approved
☐ Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY CONSTRUCTION AND RENOVATION PROJECT 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 the various County construction and renovation related projects. Details of the projects 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.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Capital Projects Fund (Capital Reserve Fund)	\$4,753,063
Rental – Tower Lease	726,099
Lease Proceeds (Robert Wallace Park)	3,421,394
General Fund Contribution	3,857,055
Sale of Fixed Assets	423,417
Contributions and Donations	117,036
Park & Recreation Trust Fund(PARTF) Grant	350,000

TOTAL REVENUES	\$13,648,064
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- D. The following appropriations are made as listed.

Tax Collector Renovation	163,500
BOE Election Equipment	323,000
County Website Design	283,750
Jail Camera Upgrade	47,000
LEC Law Enforcement Technology	786,932
Training & Firing Range Renovation	50,000
Courthouse Expansion	100,000
Northeast VFD Emergency Hydrants	40,000
Public Safety Training Center	90,000
Emergency Communications Equipment	2,099,491
JM Robinson High School Wetlands Mitigation	100,000
Robert Wallace Park	7,902,964
Frank Liske Park – Western Playground Restrooms	375,000
Frank Liske Park – Barn Restrooms	102,000
Frank Liske Park Overflow Parking	236,960
Carolina Thread Trail	59,329
Arena- Restroom Renovation	100,000
Arena –Aisle Safety Lighting	185,000
Arena – Marque Replacement & Sign	112,500
Landfill Retaining Wall	325,000
Unassigned	165,638

TOTAL EXPENDITURES	\$13,648,064
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GRAND TOTAL – REVENUES	\$13,648,064
GRAND TOTAL – EXPENDITURES	\$13,648,064

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
 - 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 - 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 - 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 - 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
 - 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
 - 8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
 - 9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
 - 10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
 - 11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

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

Adopted this the 15th day of May, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY LIMITED OBLIGATION BONDS 2017 PROJECT 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 of a Parking Deck. 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.

General Fund Contribution	\$1,083,000
Capital Reserve Contribution	14,866,759
TOTAL REVENUES	\$15,949,759

- C. The following appropriations are made as listed.

Parking Deck Downtown Concord	\$1,308,000
New Cabarrus County High School	8,086,495
Performance Learning Center	414,000
Warehouse	6,141,264
TOTAL EXPENDITURES	\$15,949,759

GRAND TOTAL – REVENUES	\$15,949,759
GRAND TOTAL – EXPENDITURES	\$15,949,759

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.

3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.

- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this the 15th day of May, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY CAPITAL RESERVE CAPITAL PROJECT 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 purpose of accumulating and appropriating funds specifically for future County and School capital projects.
- 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.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Contributions from General Fund	\$69,336,508
Contributions from CVB	573,771
Contribution from Capital Projects Fund	6,600
Interest on Investments	415,142
TOTAL REVENUES	\$70,332,021

- D. The following appropriations are made as listed:

Cabarrus County Schools mobile units (20) FY17	2,400,000
Cabarrus County Schools yellow buses (10) FY17	880,000
Kannapolis City Schools yellow buses (5)	441,739
Performance Learning Center	219,000
Mt. Pleasant Middle School	3,627,164
Royal Oaks Elementary	2,611,840
Kannapolis Middle School	4,658,339
Odell 3-5 Elementary School	19,755,175
New High School-Weddington Road	8,086,495
Kannapolis Intermediate Renovation(Carver)	1,520,978
CBTC Campus Renovations, Safety, Security	184,075
CBTC A/C Unit Replacement Phase II	105,000
New CCS Elementary School	1,157,751
Concord Middle School Roof	884,359
Harrisburg Elementary School Roof	630,306
R. Brown McAllister School	30,000
RCCC – Advanced Technology Center	1,580,396
Community College Renovations	280,043
Cabarrus County Schools – Buses FY16	875,000
Cabarrus County Schools – Mobile Units FY16	1,110,000
School Contingency	2,345,448
Tax Collector's Office Renovation	9,116
Frank Liske Park Overflow Parking Lot	24,908
Training & Firing Range Renovations	50,000
Public Safety Training Center	75,000
Carolina Thread Trail	50,000
Downtown Parking Deck	420,000
FLP – Western Playground Restroom Facility	375,000

Arena Aisle Safety Lighting	185,000
Arena Marquee Replacement & Sign Enhancement	112,500
County Website Development	250,000
Renovations to 2325 Lake Concord Road	195,000
Courthouse Expansion	100,000
Arena Restroom Renovations	100,000
FLP Barn Restrooms	102,000
IAM Facility and Warehouse	6,141,264
County Facility Projects	27,717
Robert Wallace Park	3,091,047
Park Projects/CVB	573,771
Other County Capital Projects	5,066,590

TOTAL EXPENDITURES	\$70,332,021
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GRAND TOTAL – REVENUES	\$70,332,021
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GRAND TOTAL – EXPENDITURES	\$70,332,021
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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 \$100,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.

8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

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

Adopted this the 15th day of May, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY SMALL PROJECTS CAPITAL PROJECT ORDINANCE

BE IT ORDAINED, by the Board of County Commissioners of the County of Cabarrus, 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 purpose of accumulating and appropriating general fund revenues and federal and state grants funds received specifically for use by the appropriate Cabarrus County Department who has received the funds.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the guidelines as set forth by the federal and state government, Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed:

Board of Elections Department	
Interest on Investments	\$ 33,498
Contribution from General Fund	61,484
Contribution from Capital Reserve	150,000
	<hr/> \$ 244,982
Register of Deeds Department:	
Register of Deeds Fees	\$1,322,669
Interest on Investments	37,851
Contribution from General Fund	77,504
	<hr/> \$1,438,024
Soil and Water Department:	
No Project	\$216,736
Clean Water Trust Fund Grant Cox Mill	529,819
Clarke Creek Grant	28,014
EEP Contract	16,900
Porter Project2	266,967
Drill Program Fees	12,000
Suther Farm Project	780,000
Stewardship Fund	36,421
	<hr/> \$1,886,857
Local Agricultural Preservation Projects:	
Contribution from General Fund	\$13,800
Deferred Farm Tax Collections	1,092,988
Deferred Farm Tax Interest	199,382
Interest on Investments	3,051
	<hr/> \$1,309,221

TOTAL REVENUES	\$4,879,084
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- D. The following appropriations are made as listed:

Board of Elections Department:	
Board of Elections Equipment and Furniture	\$ 244,982

Register of Deeds Department:	
Register of Deeds Automation & Preservation	\$ 1,438,024
Soil and Water Department:	
Other Improvement Projects	\$216,736
Clean Water Trust Fund Grant	529,819
Clarke Creek Grant	28,014
EEP Contract	16,900
Porter Project2	266,967
Drill Repair & Maintenance	12,000
Stewardship	36,421
Suther Farm Project	780,000
	<u>\$1,886,857</u>
Local Agricultural Preservation Projects:	
Other Improvement Projects	\$1,309,221
TOTAL EXPENDITURES	\$4,879,084
 GRAND TOTAL – REVENUES	 \$4,879,084
GRAND TOTAL – EXPENDITURES	\$4,879,084

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 County Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
 2. The County Manager may transfer amounts up to \$100,000 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 County 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 County 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 appropriation 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 Projects Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project Ordinance associated with the project is closed.

Adopted this 15th day of May, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

MAY 1, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at May 15, 2017 Meeting

SUBJECT:

Finance - Installment Financing Contract for Various School and County Projects - Public Hearing 6:30 P.M.

BRIEF SUMMARY:

Cabarrus County plans to enter into one or more short and/or long-term installment financing contracts with the Cabarrus County Development Corporation or one or more third parties, for an amount not to exceed \$128,105,000, to finance all or a portion of the cost of constructing and equipping public school and county facilities and various real and personal property improvements.

N.C.G.S. 160A-20 requires a public hearing on the described installment financing contracts for the projects described above. No further action is required at this time.

REQUESTED ACTION:

Hold a public hearing.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Public Hearing Minutes extract](#)
-

**EXTRACT FROM MINUTES OF BOARD OF COMMISSIONERS OF
THE COUNTY OF CABARRUS, NORTH CAROLINA**

The Board of Commissioners for the County of Cabarrus, North Carolina, met in regular session in the Commissioners' Meeting Room in the Cabarrus County Governmental Center in Concord, North Carolina, the regular place of meeting, at 6:30 p.m., on May 15, 2017, with Stephen M. Morris, Chairman, presiding. The following Commissioners were:

PRESENT: Chairman Stephen M. Morris, Vice Chairman Diane R. Honeycutt and Commissioners Blake Kiger, Elizabeth F. Poole and Lynn W. Shue.

ABSENT: None.

ALSO PRESENT: Michael K. Downs, County Manager; Pamela S. Dubois, Senior Deputy County Manager; Susan B. Fearrington, Finance Director; Richard M. Koch, Esq., County Attorney; and Megan I.E. Smit, Clerk to the Board.

* * * * *

The Chairman announced that this was the date, place and hour fixed by the Board of Commissioners for a public hearing concerning a proposed plan of financing in an aggregate principal amount of up to \$128,105,000, which plan would involve the entry by the County into (i) one or more long-term installment financing contract(s) with the Cabarrus County Development Corporation (the "Corporation") or one or more other third parties pursuant to North Carolina General Statutes 160A-20, as amended, the proceeds of which would be used to pay all or a portion of the costs of (a) constructing and equipping new public school facilities and expanding, rehabilitating, renovating and equipping existing public school facilities, including but not limited to, one new high school and one new performance learning center high school, (b) acquisition of two parcels of real property containing approximately 25 acres, including all improvements located thereon, (c) the construction and equipping of a new multi-story parking garage and related facilities on real property owned by the County, (d) the acquisition of any necessary rights-of-way and easements related to each of the foregoing and (e) various real and personal property improvements related to each of the foregoing (collectively, the "Projects"), and under said one or more long-term installment financing contract(s) the County would secure the repayment by the County of the moneys advanced pursuant to such one or more long-term installment financing contract(s) by granting a security interest in and lien on all or some portion of the Projects or all or some portion of the real property upon which the Projects are located and/or (ii) into one or more short-term installment financing contract(s) with one or more third parties pursuant to North Carolina General Statutes 160A-20, as amended, the proceeds of which would be used to provide interim financing for all or some portion of

the Projects pending execution and delivery of said one or more long-term financing contract(s) and the related Limited Obligation Bonds and/or Certificates of Participation, if any, and under said one or more short-term installment financing contract(s) the County would secure the repayment by the County of the moneys advanced pursuant to such short-term installment financing contract(s) by granting a security interest in and lien on all or some portion of the Projects or all or some portion of the real property upon which the Projects are located, which plan of financing and Projects were described in the notice of public hearing published in The Independent Tribune on [April 30, 2017] (the "Notice").

The Board of Commissioners first ratified and approved the designation of the meeting as a public hearing on the proposed plan of financing, the call of the public hearing and publication of the Notice.

It was then announced that the Board of Commissioners would immediately hear anyone who might wish to be heard on such matter.

No one appeared, either in person or by attorney, to be heard on such matter or the advisability of the plan of financing and the Clerk to the Board of Commissioners announced that no written statement relating to said matters had been received by the Clerk or the Finance Director.

It was then announced that the public hearing was closed.

* * * * *

I, Megan I.E. Smit, Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners at a regular meeting held on May 15, 2017, as relates in any way to (i) the conduct of a public hearing for a proposed plan of financing for public school projects, acquisition of real property and a parking deck project, (a) utilizing one or more short-term installment financing contract(s) under North Carolina General Statutes Section 160A-20 with one or more third parties, and/or (b) utilizing one or more long-term installment financing contract(s) under North Carolina General Statutes Section 160A-20 with one or more third parties, and (ii) that said proceedings are recorded in Minute Book No. __ of the minutes of said Board of Commissioners, beginning at page __ and ending at page __.

I DO HEREBY FURTHER CERTIFY that the schedule of regular meetings of said Board of Commissioners has been on file in my office pursuant to North Carolina General Statutes §143-318.12 as of a date not less than seven (7) days before said meeting.

WITNESS my hand and the corporate seal of said County, this 15th day of May, 2017.

Clerk to the Board of Commissioners
for the County of Cabarrus, North Carolina

[SEAL]



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

MAY 1, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at May 15, 2017 Meeting

SUBJECT:

Infrastructure and Asset Management - Transfer of Surplus Vehicle to Mount Mitchell Fire and Medical

BRIEF SUMMARY:

Mount Mitchell Fire and Medical has requested one surplus EMS ambulance from Cabarrus County. The County has identified asset # 8246 (VIN # 1GB9G5BL7A1170332) which is a 2010 Chevrolet ambulance, Model 4500, as a match for their request.

REQUESTED ACTION:

Motion to declare one EMS ambulance surplus property and authorize disposition in accordance with the County's policy.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Michael Miller, Infrastructure and Asset Management Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Mount Mitchell Surplus Ambulance Request](#)
-



Mount Mitchell Fire and Medical

5875 Old Concord-Salisbury Road

Kannapolis, NC 28025



Jimmy Lentz,

Mt. Mitchell Fire Department is formally requesting a used EMS Unit.

Thank You,

X

Robert Earnhardt
Chief



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

MAY 1, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at May 15, 2017 Meeting

SUBJECT:

Library - Summer Reading Program Fines and Fees Waiver

BRIEF SUMMARY:

As a reward for completing a reading log during the library system's Summer Reading Program, Library Director Emery Ortiz proposes offering a \$2 waiver for fines. The waiver will be one of several options in rewards (with the others being a free book or literacy-related item) and will ideally promote the act of reading along with the library's summer program while assisting in the clearing of fines from patron records.

As proposed, the waiver would provide an annual incentive, similar to the Food for Fines initiative that occurs every winter. Each participant will have the opportunity to complete up to three reading logs, with a maximum of \$6 in waivers per person.

REQUESTED ACTION:

Motion to approve the Summer Reading Program Fines and Fees Waiver as presented.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Emery Ortiz, Library Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Summer Reading 2016 Statistics](#)
-

SUMMER READING PROGRAM SUMMARY: June-August

June-Aug 2016

PAGE 4-E

CHILDREN (BIRTH-12)	CONCORD			
	June	July	August	Total
Number of Participants	1001	213	26	1240
Number of Programs/Events	43	49	23	115
Number Attending	1318	1398	744	3460
Juvenile Books Circulated	12189	11303	10907	34399
Minutes Read/Finishers (0-5)	0	24000	40800	64800
Minutes Read/Finishers (6-12)	18000	78300	144900	241200
TOTAL CHILDREN	Participants			3774
OFFSITE PROMOTION		YES	X	

HARRISBURG			
June	July	August	Total
1162	86	8	1256
24	31	21	76
804	984	1149	2937
13047	12002	11843	36892
3600	19200	43200	66000
18000	86400	121500	225900
Programs			381
NO			

KANNAPOLIS			
June	July	August	Total
847	52	2	901
40	54	30	124
1,126	1,110	623	2859
9776	9628	8445	27849
600	24000	48000	72600
8,100	72000	70200	150300
Attendance			10223

MT. PLEASANT			
June	July	August	Total
327	43	7	377
20	30	16	66
412	388	167	967
2479	2122	1896	6497
1200	4200	3000	8400
8100	25200	81000	114300

TEEN (12-18)	CONCORD			
	June	July	August	Total
Number of Participants	191	114	7	312
Number of Programs/Events	8	13	8	29
Number Attending	178	167	828	1173
YA Books Circulated	1224	1081	912	3217
Minutes Read/Finishers	7200	9600	32400	49200
TOTAL TEEN	Participants			704
OFFSITE PROMOTION		YES	X	

HARRISBURG			
June	July	August	Total
168	21	0	189
11	19	5	35
107	302	376	785
1407	1369	1200	3976
2400	22800	25200	50400
Programs			135
NO			

KANNAPOLIS			
June	July	August	Total
108	39	1	148
17	22	12	51
342	427	146	915
978	993	986	2957
7200	13200	10800	31200
Attendance			2993

MT. PLEASANT			
June	July	August	Total
49	6	0	55
5	10	5	20
29	73	18	120
251	199	206	656
4800	3600	12000	20400

ADULT	CONCORD			
	June	July	August	Total
Number of Participants	875	133	54	1062
Number Programs/Events	12	13	8	33
Number Attending	337	76	46	459
Minutes Read/Finishers	35400	41700	45660	122760

HARRISBURG			
June	July	August	Total
318	26	0	344
5	7	3	15
19	33	688	740
4200	16200	15600	36000

KANNAPOLIS			
June	July	August	Total
293	58	21	372
12	12	1	25
179	92	17	288
15,000	22200	10200	47400

MT. PLEASANT			
June	July	August	Total
136	13	8	157
9	11	5	25
83	117	19	219
18000	9000	8400	35400

TOTAL ADULTS	Participants			1935	Programs			98	Attendance			1706
OFFSITE PROMOTION		YES	X			NO						

GRAND TOTALS 2016	Participants			6413	Programs			614	Attendance			14922
GRAND TOTALS 2015				6185				369				10141
DIFFERENCE				228				245				4781



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

MAY 1, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at May 15, 2017 Meeting

SUBJECT:

Planning and Development - Morehead West Area Plan

BRIEF SUMMARY:

The Morehead West Area Plan final draft is complete and ready for consideration by the Board of Commissioners. The public engagement process included several opportunities for public input. These included in-person information sessions and online surveys to provide input for the development of the plan:

Online survey: 176 respondents (available July through September)

Public meetings: 2 meetings at Harrisburg Town Hall

Stakeholder interviews: 1 day/ 6 interest group meetings/ 46 attendees

Planning staff provided the Cabarrus County Planning and Zoning Commission several updates over the last 10 months as the plan progressed. As part of those updates, the Planning and Zoning Commission also provided input for the Morehead West Area Plan on multiple occasions.

The proposed Morehead West Area Plan was presented to the Harrisburg Planning and Zoning Commission on March 21, 2017. The Commission considered the draft document and forwarded it to the Harrisburg Town Council with a recommendation to approve. The document was presented to Town Council on April 10, 2017 and was approved. The Cabarrus County Planning and Zoning Commission considered the plan and voted unanimously on April 11, 2017 to recommend the plan to the Board of Commissioners for final consideration.

Administrative zoning changes that result from the plan will impact the Harrisburg zoning atlas. The parcels that fall under the County zoning jurisdiction will not require administrative rezoning.

Staff will present the final draft of the Morehead West Area Plan to the Board of Commissioners for consideration at the regular meeting. The Cabarrus County Board of Commissioners will need to hold a public hearing as part of the consideration of the Morehead West Area Plan.

REQUESTED ACTION:

Hold a public hearing.
Motion to adopt the Morehead West Area Plan.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Susie Morris, AICP CFM, CZO
Planning and Zoning Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

- ☐ [MWAP Final Draft Plan](#)
- ☐ [Appendices for MWAP Plan](#)

ATTACHMENTS



MOREHEAD WEST AREA PLAN



Attachment number 1 \n

MOREHEAD WEST AREA PLAN

The plan was prepared for the

TOWN OF
HARRISBURG

in partnership with
CABARRUS
COUNTY

Adopted
April 10, 2017

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INTRODUCTION

About Harrisburg

Located near Charlotte, Harrisburg is a growing suburban community in western part of Cabarrus County, and it sits directly in the path of future metropolitan growth. It is known regionally as a great place to live and raise a family. It is in close proximity to the University of North Carolina at Charlotte and the Charlotte Motor Speedway (CMS). Also, it is a 30-minute drive from Uptown Charlotte and is within five miles of I-485, which connects to I-85 and I-77. The quality of life it offers and its position in the region are just two attributes that make this town an ideal location for people of all ages and a wide variety of businesses. In recent years, it has been attracting mostly residential development. In fact, the population has grown to more than 15,000, an increase of over 200% since 2000. With the completion of I-485 beltway around Charlotte, it is becoming increasingly more appealing to businesses.

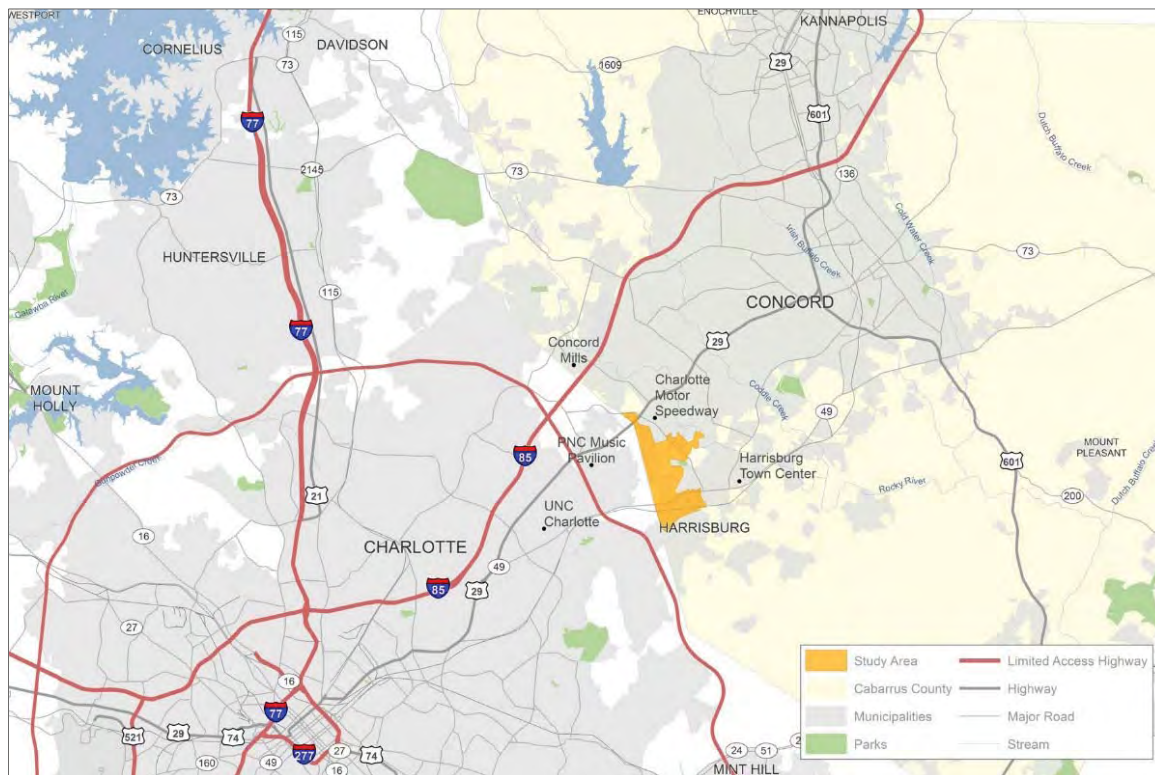


Figure I. Context Map

The Study Area: Morehead West

What is the Morehead West Area?

The area referred to as “Morehead West” is a subarea of Harrisburg situated between Morehead Road and the western boundary of Cabarrus County. With more than 1,600 acres, it generally stretches from US-29 in the north to Back Creek in the south. While most of the area lies within Harrisburg’s jurisdiction, some parcels are within Cabarrus County’s jurisdiction.

Accessible from NC-49 and US-29, which sit atop ridges, the Morehead West Area is the western gateway into the town. Upon entering the town on the west side, visitors are immediately met by commercial development, which includes a mixture of race shops, retail establishments, office uses, and services that benefit from highway accessibility. Some less visible parts of the area have been developed for industrial uses, including Blue Dot Read-Mix and Pepsi on the south side of NC-49. Other development in the area is comprised of residential homes, institutional uses, professional offices and small businesses. Though the area appears from vantage points along the NC-49 to be built out, approximately 74% of the area remains undeveloped. (Refer to Appendix A for Existing Land Use and Existing Zoning Maps).

The undeveloped areas are a combination of open lands and forests in different stages of succession. Some of the open lands are evidence of the area’s agricultural past. Large swaths of land were farmed until the 1960s. During the 1970s, some of those areas began to transition back to forest. Other open lands are the remnants of clearing and grading activities conducted in



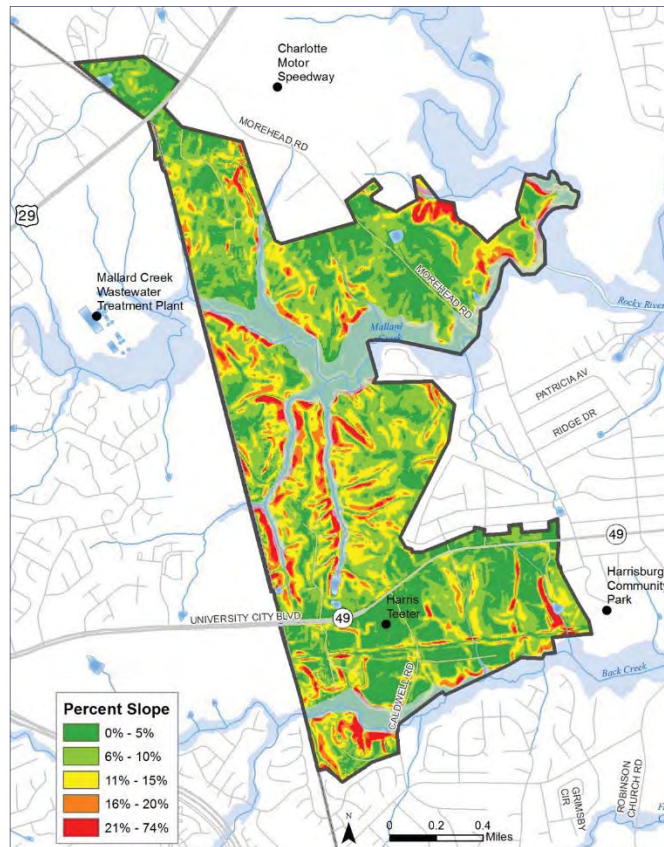


Figure 2. Steep Slope Map

connection with a planned development that never came to fruition. The largest blocks of mature forest are located in the eastern portion of the study area abutting the neighborhoods that front Morehead Road (Timber Forest, Whitefield Manor, and Valhalla) and in the floodplain adjacent to Mallard Creek. The Mallard Creek floodplain, a defining natural feature in the landscape, is exceptionally wide, exceeding 800 feet in width at a few points. As shown in Figure 2, the area's rolling terrain has steep slopes (greater than 15%) that together account for approximately 130 acres of the study area. The steepest slopes are located adjacent to streams and drainage ways, which are also the locations of important habitats. Here, the Natural Heritage Program has documented the occurrence of the Carolina Darter and Eastern Lampmussel. (Refer to Appendix A for Existing Natural Features Map).

Why is it mostly undeveloped?

This western edge of the town is relatively undeveloped due primarily to environmental constraints and the lack of infrastructure. A road network that would provide sufficient access to the area, particularly with a north-south arterial road that would directly connect NC-49 and US-29, is needed. Steep slopes, creeks, and floodplains are among the features that make development, including roadway construction, challenging. Serving this area with water and sewer is also problematic given the physical characteristics of the area. Further hindering development in the area is the zoning applicable to 753 acres, which constitutes 52% of the available land in the study area. The Planned Unit Development (PUD) zoning district has special conditions attached to it that must be met before development—or the permitting of it—can commence. So, rezoning is required to develop parcels in the PUD district. Given the constraints of physical features, infrastructure, and zoning, sites here require more upfront investment to develop relative to other potential development sites in the region.

What could this area be in the future?

Almost 1,000 acres are available for future development and redevelopment. Assuming environmental constraints can be overcome and issues associated with the provision of infrastructure and zoning can be addressed, the Morehead West Area has an opportunity to develop for a variety of uses, which could help the Town achieve a more balanced tax base. More importantly, future development could meet the needs and expectations of existing and future residents in terms of living, shopping, dining, entertainment, and employment options. There is also an opportunity to make a statement about Harrisburg at its doorstep, establishing a distinct identity for the town and creating an inviting place through the design and configuration of development as well as the conservation and integration of open space, being sensitive to the natural and built environment. As shown in Figure 3, when asked what would make the area more attractive, almost 40% of respondents indicated that “quality development” is key.

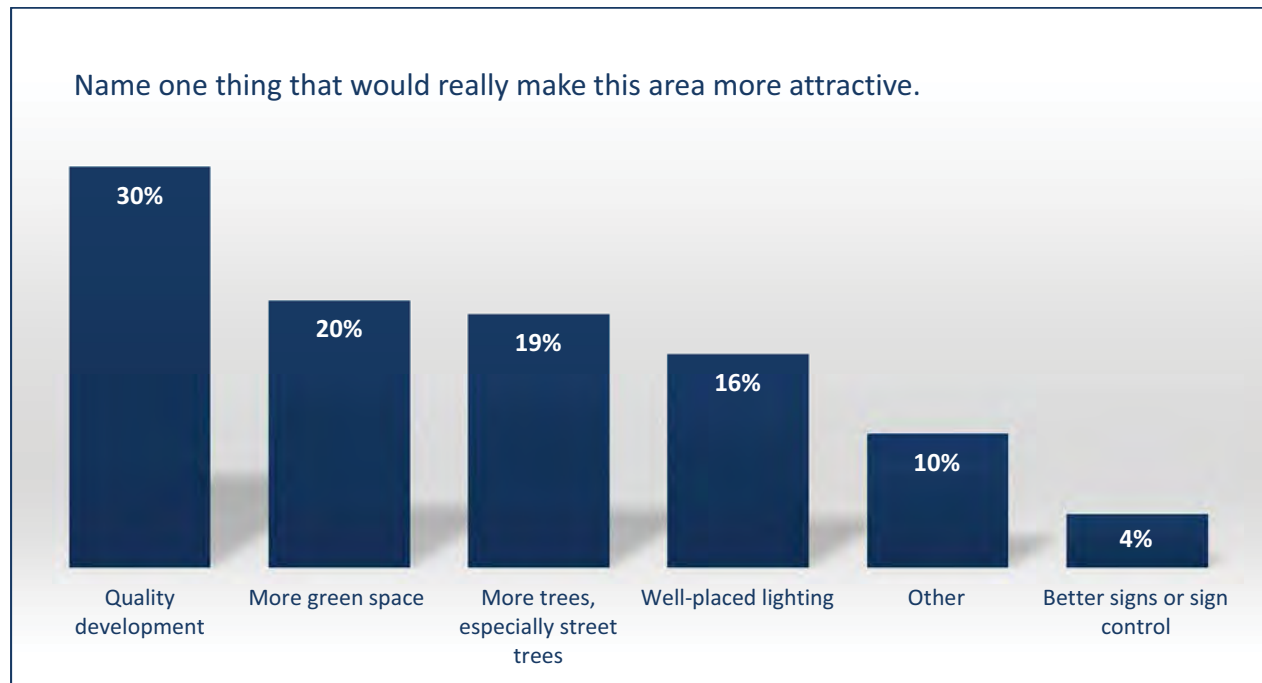


Figure 3. Survey Response

The following highlights some specific uses that, based on the existing conditions and market trends, could be supported in the area over the next twenty years. (Refer to Appendix A for more information about existing conditions and the suitability of the area for residential, commercial, and industrial uses.)

For-Sale Residential

CONDITIONS:

- Nationally, buyers are favoring more walkable, convenient locations
- Boomers are looking for something different
 - Harrisburg is attractive for its low taxes, good schools, and low density
- Harrisburg currently functions as a bedroom community to Charlotte (83% large-lot, single-family detached)

OPPORTUNITIES:

- Greater variety:
 - Small lot single-family (patio homes)
 - Townhomes
 - Condominiums
 - Senior Living
- Utilize natural setting and orient new neighborhoods to creeks and planned greenways (Carolina Thread Trail, Cross Charlotte Trail)



Rental Residential

CONDITIONS:

- Rental market is very healthy nationally, fueled by Millennials (unable/unwilling to own) and Empty Nesters (desire for simplified lifestyle and convenience)
- Northeast Mecklenburg performing well (adding 500 units/year, low vacancies)
- Harrisburg is largely lacking rental units (only 541 units, extremely low vacancy rates, dated product)

OPPORTUNITIES:

- Apartments and independent living for 55+



Commercial



Retail

CONDITIONS:

- Market is trending toward more walkable environments in dynamic locations
- Internet shopping impacting 'brick-and-mortar' stores
- Challenging environment for significant retail (nearby destination retail, and access issues due to railroad, CMS, and landfill)

OPPORTUNITIES:

- More local-serving retail driven by population growth, and ongoing opportunities along NC-49
- Near-term demand 22,000 SF, long-term demand 10,000 SF annually
- Family-themed retail with playground/children's amenities

Office

CONDITIONS:

- Office trending toward more lifestyle-driven locations: small offices in village centers to larger offices in walkable, mixed-use developments
- Northeast Charlotte Metro largely lacking walkable, mixed-use developments
- Harrisburg is largely lacking office uses and demand)

OPPORTUNITIES:

- New office on NC-49
- Near-term demand 6,000 SF, long-term demand up to 30,000 SF annually
- Mostly local-serving users: accountants, builders, lawyers

Light Industrial

CONDITIONS:

- Strongest activity regionally and nationally is along interstate system (I-85 is a major distribution corridor in the Southeast, and the strongest in Charlotte region)
- The Morehead West Area is less than 5 miles from an interstate highway (the furthest distance firms will locate)
- Market for manufacturing is improving, but warehouse and distribution are dominant growth markets

OPPORTUNITIES:

- Light industrial in close proximity to US-29
 - Compatible use to CMS
 - Focus on auto-related research & manufacturing
- Light industrial south of NC-49 (though more limited than US-29 due to distance from and connectivity to I-85)
- Long-term demand 30,000 – 40,000 SF annually



The Area Plan

What is the purpose of this Plan?

As development pressure increases with regional growth, the Town of Harrisburg and Cabarrus County are facing more frequent requests for development approvals and must make important decisions regarding such approvals as well as investments in public infrastructure and services. Town and County leaders chose to partner to study the Morehead West Area to define a vision for the future along with a policy guide that would inform those critical decisions.

The resulting plan had to identify areas to accommodate the kind of development the community desires while conserving some natural resources; take into account the preferences of property owners as well as market conditions; and inform Town leaders' decisions about public infrastructure investments. Laying the groundwork to create an attractive gateway into the town was also a key objective of effort. In addition to accomplishing the Town's objectives, the Morehead West Area Plan describes ways to ensure long-term economic viability of the area. The Area Plan also promotes quality development punctuated by natural areas to retain native vegetation, support wildlife, protect water quality, and expand the range of recreational amenities in the town.

PROJECT OBJECTIVES

Town Objective:

**Ensure
economic
vitality of the
Town**

Plan Objectives:

**Determine the
highest and best
use**

*

**Develop a 20-year
VISION for future
development**

*

**Make
recommendations
regarding future
development,
infrastructure,
development
regulations, and
policies**

How was the Plan developed?

This Plan is the culmination of a 10-month planning process that involved three phases. The engagement of citizens, property owners, and other interested stakeholders to help craft the Plan was paramount. Therefore, the process included community and stakeholder meetings, a web page to disseminate information and solicit feedback, and an online survey to gather qualitative data. (Refer to Appendix B for more information.) Some of the recurring themes of the input recorded throughout the process included the following:

- Quality development
- More dining options
- Open space conservation
- Recreation, especially trails and passive recreation
- Employment (increase job opportunities in Harrisburg)
- More entertainment, things for families to do
- Fewer traffic issues



Figure 4. Planning Process



THE OTHER “TOD”

Trail-oriented development suggests development faces and embraces the greenway trail. Instead of a dividing line to which development turns its back, the Mallard Creek Greenway corridor becomes a center of activity. It is the glue, binding the northern and southern parts of the Morehead West Area.



DESTINATION FUN

...For the whole family!
Entertainment and recreation options that appeal to residents as well as a tourists. A variety of complementary experiences will help keep this destination relevant for many years to come, and increase spending locally.

‘WESTERN GATEWAY’ VISION

The Vision

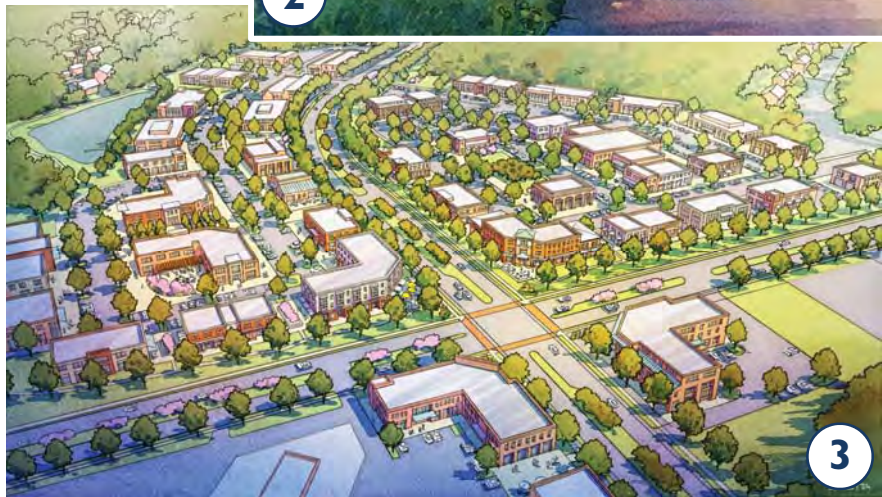
From a big-picture perspective, the Morehead West Area presents many opportunities for change that will benefit the Town and the County as a whole. **More than a good location for living and working, the area can offer a setting and a range of experiences that truly give definition to “quality of life.”** Some big ideas surfaced during the planning process that have guided the formulation of a Vision for Morehead West, the western gateway into the town. First, as a gateway, some very specific improvements could be made in the future that enhance the arrival experience. Second, bisected by a future segment of the regional Carolina Thread Trail (also an extension of the Cross Charlotte Trail), the area can become a point of interest along an expansive pedestrian-bike trail system. Third, the area could build on the success of the significant tourist attractions nearby and offer additional entertainment and recreation venues to be enjoyed by residents and visitors alike. Leveraging both public and private investments, the Town can proactively influence and shape future development to accomplish the stated objectives and, more importantly, create a special place within the region.

A BETTER FRONT DOOR

Changes to the streetscape of NC-49 and improving the aesthetic qualities of all development on the west side could create a sense of arrival that is welcoming. The entrance should set the tone, strongly promoting the quality and character for which the Town is known.



The community's desires and expectations regarding the future of the Morehead West Area are best described in terms of the subareas. Therefore, six geographies have been delineated. They are labeled A through F on the map shown in Figure 5. This section of the Plan describes the vision for each subarea.



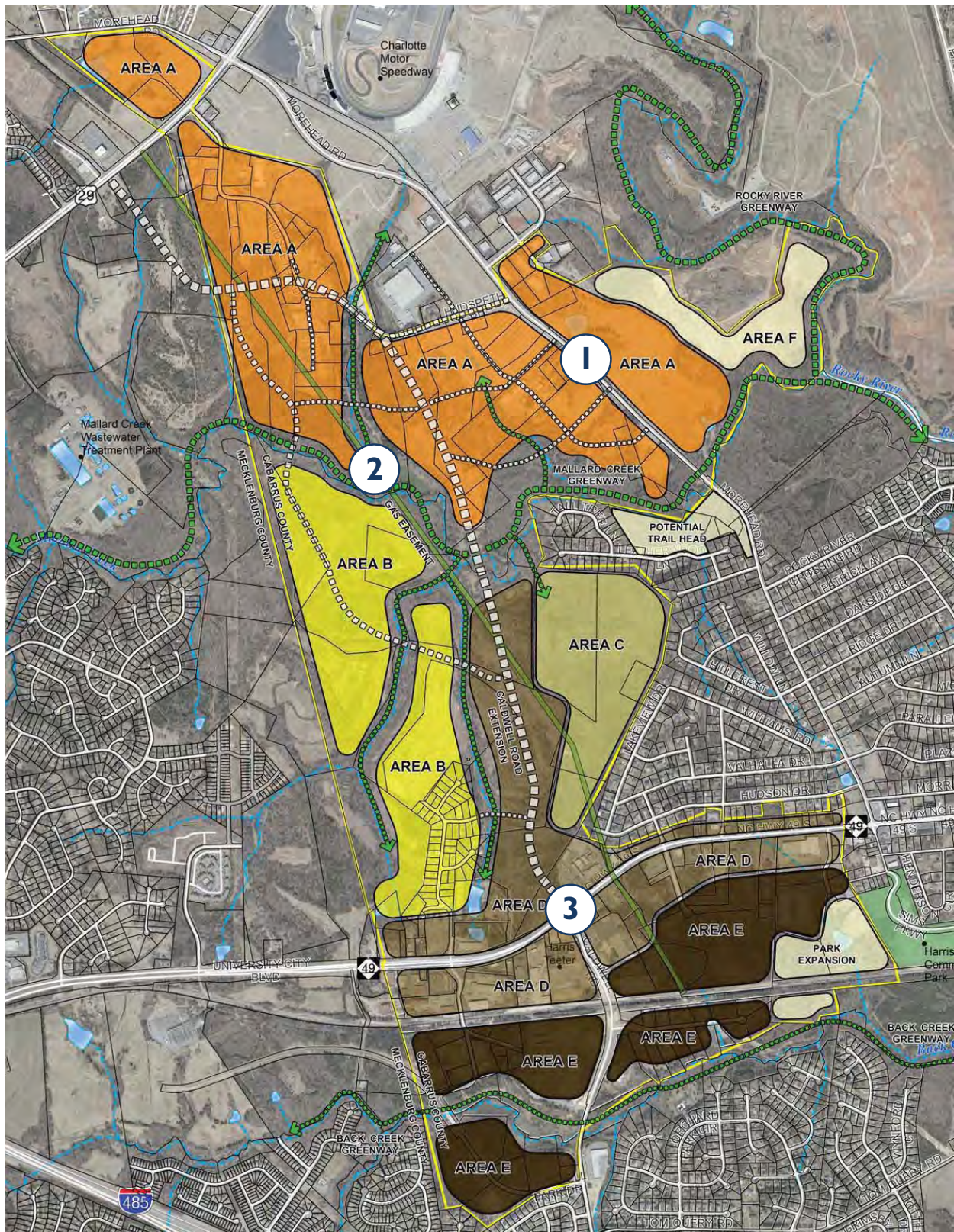


Figure 5. Subarea Map

Area A

The subarea north of Mallard Creek is accessible from US-29 and Morehead Road. As shown on the Industrial Suitability Map in Appendix A, this subarea is best suited for nonresidential uses. The connections to the interstate highway system via US-29 and Bruton Smith Boulevard are among the factors that make this area a particularly attractive location for light industrial development. Part of a regional destination area created by the Charlotte Motor Speedway and Concord Mills, this subarea is also suited for additional entertainment and recreation uses. Other uses that may be appropriate include supporting office, retail, restaurant, and hotel uses. Ideally, some of the offices, restaurants, and recreation uses will be situated in Area A to overlook and be accessible from the future Mallard Creek Greenway. In close proximity to the CMS, this subarea is not suitable for most types of residential uses, as the noise and traffic generated by some of the events at the CMS can be incompatible.



Conceptual Development Plan: Morehead Road at Hudspeth Road



**OFFICE,
LIGHT
INDUSTRIAL**

**RETAIL/
RESTAURANTS**

**MIXED-USE
RECREATION
CENTER**



LOCATION MAP

Area B

This subarea, which lies between Mallard Creek and US-49, has already begun to develop with single-family homes and more homes are envisioned. As shown on the Residential Suitability Map in Appendix A, this area is suitable for residential development. A collector road that links this area to US-29 to the north and to NC-49 to the south would provide sufficient connectivity and roadway capacity to support a mixed residential neighborhood. Depending on the level of infrastructure capacity in the future, other uses such as those described for Area A may be well suited for this area, particularly adjacent to Mallard Creek. Key to the successful development of the subarea is compatibility with existing development and the creation of a positive relationship to the future Mallard Creek Greenway. The emphasis for future development in Area B will be on design that locates and orients buildings so occupants can overlook the greenway, and use limitations that minimize and mitigate potential negative impacts (i.e., noise, lighting, and traffic).



Conceptual Development Plan: Development along Greenway



**RESIDENTIAL
OVERLOOKING
GREENWAY**

**OFFICE
FRONTING ON
GREENWAY**



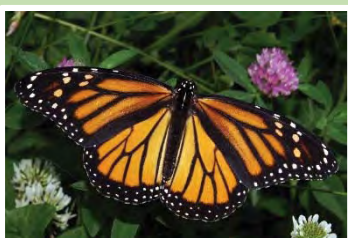
LOCATION MAP

Area C

This subarea adjoins the south side of the Mallard Creek corridor and is presently undeveloped. It contains some features that are among the most valued in the County, including a large stand of native mature hardwood forest. Conservation design provides an opportunity to conserve some of those features while integrating development. The lower gross density of this subarea could offset the more intense development envisioned for Area D. Here, single family homes (detached and attached) on lots that vary in size may be clustered in pockets and be complemented by natural areas protected through conservation easements. Positioned adjacent to the future Mallard Creek Greenway (and Carolina Thread Trail), a portion of this subarea could be utilized for a publicly-accessible nature preserve similar to the preserves that are components of the Mecklenburg County Parks system.



Butterfly Highway: The City of Concord and the Concord Wildlife Alliance (CWA) have taken the National Wildlife Federation's Mayors' Monarch Pledge. This pledge indicates that they are committed to take actions to help monarch butterflies and other pollinators. Monarch butterflies are found across the United States, but populations have plummeted by 90% in recent years due to habitat loss. Actions include creating new pollinator gardens, supporting citizen-science efforts for monitoring, and modifying city practices and regulations that support pollinator habitat (i.e., mowing programs on publicly-owned lands).



Partners for Green Growth Project: Cabarrus County SWCD and NC Wildlife Resources Commission recently partnered to map the natural resources in the county and develop a model conservation ordinance for the County and the municipalities to use in updating local development codes.

Area D

Area D encompasses the NC-49 corridor as well as the future Caldwell Road Extension corridor. A mix of uses and quality development offer a new shopping and dining destination within walking distance of surrounding neighborhoods. The intersection of NC-49 and Caldwell Road, with the new Harris Teeter shopping center in the south side and vacant and underutilized land on the north side, is an ideal location for future commercial uses organized around an internal network of local streets and private drives. Here, the positioning of 2- and 3-story buildings, flanked by a well-designed streetscape, can create a center of activity that is both functional and welcoming. Traffic is improved by local trips diverting to the local network, thereby reducing turning movements along NC-49. Businesses benefit from the synergy created by close proximity to one another. The streetscape frames views and incorporates furnishings, signs and lighting to create a sense of arrival into Harrisburg. A mix of housing types could be accommodated to meet the increasing demand for “empty nester” housing units, which include patio homes, townhomes, condominiums, and other multi-family products.



Conceptual Development Plan: NC-49 and Caldwell Road Extension



OFFICE

**MIXED-USE
RETAIL/
RESTAURANTS/
OFFICE**



LOCATION MAP

Vision | 21

Conceptual Development Plan: Residential along Caldwell Road Ext.



LOCATION MAP

Area E

As shown on the Industrial Suitability Map in Appendix A, this subarea is appropriate for industrial development. Through future infill, redevelopment, and business expansion, this subarea is expected to continue to be a preferred location for light industrial development along with supporting uses. Light manufacturing and distribution will be the predominant uses, as sites here have reasonable access to regional highway and rail networks.



Area F

Some land in the Morehead West Area is suitable for additional recreation opportunities. On the north side, the land that is currently being used as a borrow pit for the nearby landfill could lend itself to a wide variety of private and public recreation uses, including bike tracks. A logical transitional use between the Charlotte Motor Speedway and neighborhoods to the south, utilization of this land for private recreation activities would enhance this already popular tourist destination.

On the south side of the Morehead West Area, land that lies just west of the existing Harrisburg Park presents an opportunity for expansion. The additional land could support ballfields, satisfying some unmet demand. In addition, with improvements, this expanded park area could support community events.

Situated along the planned greenway trail routes, these areas could function as unique recreational destinations along to the regional trail network.



Regional Greenway Trail Planning Efforts

Carolina Thread Trail (CTT): A planned network of greenway trails is being implemented at the local level to create the regional system. When complete, this network will be comprised of more than 1,500 miles of trails connecting 2.3 million people and 40 destinations across 15 counties. Approximately 100 miles of CTT are planned for Cabarrus County. One segment will follow Mallard Creek through the Morehead West Area, linking the Cross Charlotte Trail to the Rocky River Greenway.



Cross Charlotte Trail (XCLT): The City of Charlotte and Mecklenburg County have partnered to implement a 26-mile multi-use path that will extend across the county. It will follow the existing Little Sugar Creek Greenway and, when complete, will be a primary route of the Carolina Thread Trail. Connecting to Harrisburg along Mallard Creek, it will provide a direct link from Harrisburg to Center City Charlotte.

Future Land Use

Land Use Overview

The future development pattern is envisioned to include a broad range of uses introduced over time through new development and redevelopment. The uses are those that are expected based on market conditions as well as some that, through proactive measures on the part of the Town, its partners, and private investors, may be recruited to Harrisburg.

The Future Land Use Map (Figure 6) is a depiction of the intended distribution of uses in the Morehead West Area. Unlike a zoning map, it is general. It shows the predominant land use in each area and is not specific to parcels. It is intended to convey a policy direction without being prescriptive. However, it serves as input into decisions regarding the zoning of parcels and therefore helps inform decision about development, particularly with regard to zoning matters. It also informs decisions about investments in public infrastructure and services, including the prioritization of capital expenditures.



Future Land Use Map

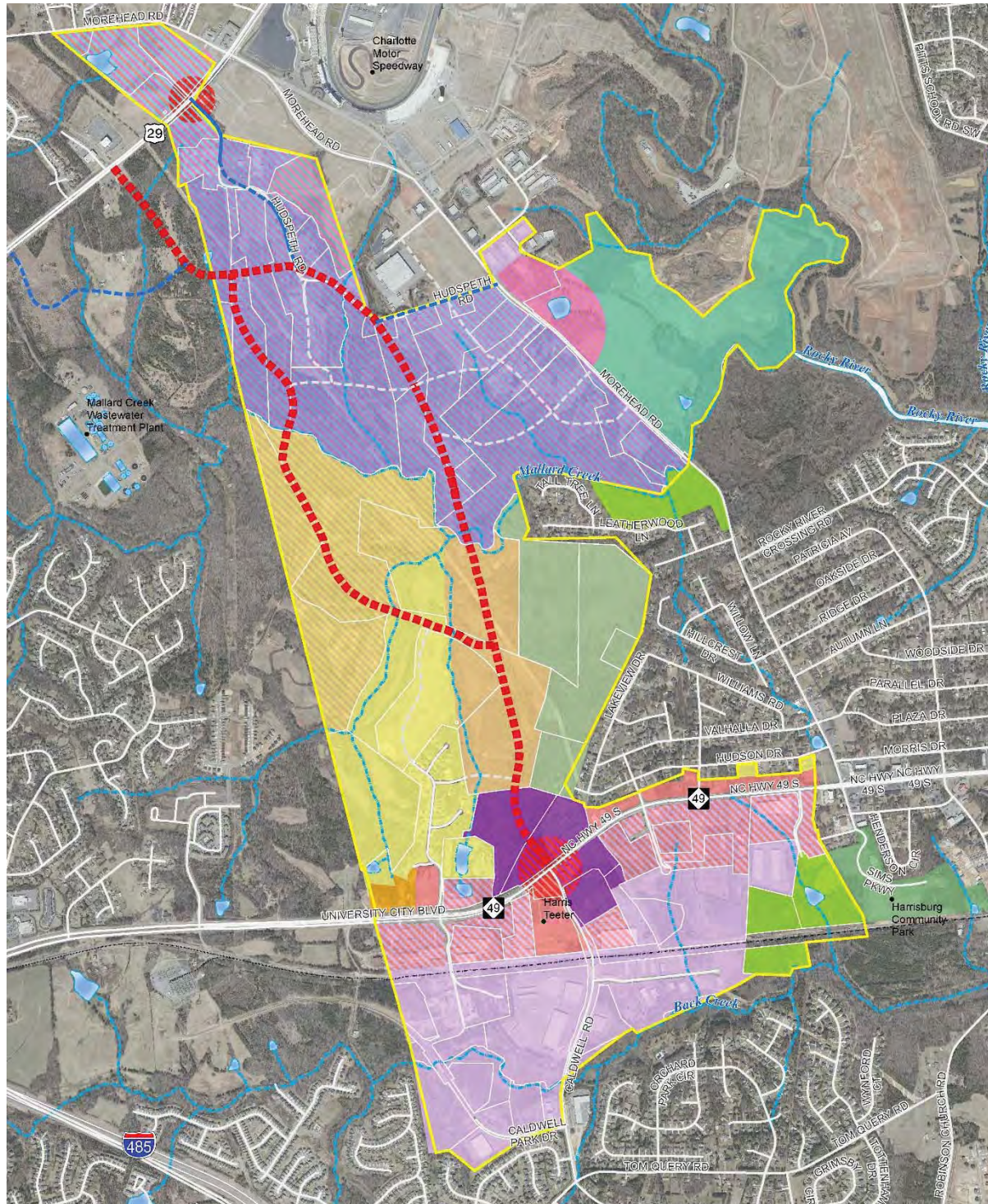


Figure 6. Future Land Use Map

Land Use Categories



Parks and Recreation. Various types of passive and active parks and other recreation facilities may be accommodated in all land use categories. Where depicted on the Future Land Use Map, such areas may be developed as community-serving facilities, such as public greenways or a regional recreation destination that could be privately funded, owned, and/or operated.



Very Low Density Residential. This area is intended to remain predominantly rural in character while allowing residential uses to occur at very low densities (less than 2 units per acre). Conservation design is a common subdivision approach, allowing smaller units and lots provided gross density is not exceeded. Architecture is sensitively integrated into the landscape as valuable natural features are avoided.



Low Density Residential. Characterized by low- to moderate-density residential development (2 to 3 dwelling units per acre), single-family detached homes are complemented by natural areas as well as formal and informal open space amenities.



Medium Density Residential. This area is comprised of predominantly single-family detached homes but may include attached single family units, such as townhomes and duplexes. The mix of housing types are intended to create neighborhoods with a density range of 3 to 4 dwelling units per acre. Improved open spaces are interspersed and the streetscape is more formal.



High Density Residential. Accommodating a variety of age groups and lifestyle preferences, attached single family and multi-family units are intended for areas where access to the transportation network is high. Density ranges from 4 to 15 dwelling units per acre.



Commercial. Local-serving retailers, restaurants, professional offices, and service uses comprise these areas. Such uses may be vertically mixed in multi-story buildings. All such uses may be concentrated at key intersections to facilitate the creation of a walkable destination.



Office. While office may be a component of commercial areas, this use may be located in areas devoted to employment uses. Stand-alone and multi-tenant buildings provide a compatible transition to residential neighborhoods and open space areas.



Entertainment / Recreation. Indoor and outdoor recreation facilities are suited to sites with adequate road infrastructure. Indoor sports arenas, family-oriented entertainment, and special-use outdoor venues are examples of the types of uses that may comprise these areas.



Hospitality. Lodging is intended for areas with adequate road infrastructure, and may be provided to address demand created by tourism as well as business travel. Such uses, therefore, may be located with access to the US-29 corridor in close proximity to future entertainment, recreation, and business uses.



Mixed Use. This area encourages the blending of complementary commercial and higher density residential uses. Designed to facilitate walking and biking, mixed-use areas should also be located at key commercial nodes where access via the road network, greenways, and transit is feasible.



Light Industrial. With light industrial, office, and multi-tenant flex space, this area is intended to promote the concentration of employment-generating uses in an area with desirable access to highways (I-485 via NC-49). Limitations on use should serve to mitigate negative impacts on residential development, such as traffic congestion, noise, and light pollution.



THE PATH FORWARD

Key Initiatives

The following three initiatives have been identified as the top priorities for the Town. Early plan implementation efforts should be focused on these initiatives to ensure steps toward meeting the stated objectives are being taken.

Rezoning: Parcels in Planned Unit Development (PUD) District

The Town should facilitate development consistent with this Plan by initiating the rezoning of parcels in the Morehead West Area that were previously zoned to the PUD district. Refer to the Land Use + Development Design section for more specific recommendations.

Feasibility Study: Caldwell Road Extension

The extension of Caldwell Road north of NC-49 to connect to US-29 is important for the western area of Cabarrus County. In addition to making land in the Morehead West Area more accessible, better traffic flow could be accomplished. This Plan identifies two reasonable options for the extension. However, a more detailed feasibility study would be needed to more precisely and reliably estimate probable costs associated with potential future alignments and to determine if one is a more suitable alternative. This feasibility study should determine structure needs for stream crossings, provide more exact alignments based on curve and grading needs, estimate earthwork quantities, develop intersection geometries, and provide detailed cost estimates. Refer to the Mobility section for more specific recommendations regarding the future Caldwell Road extension.

Corridor Plan: NC-49

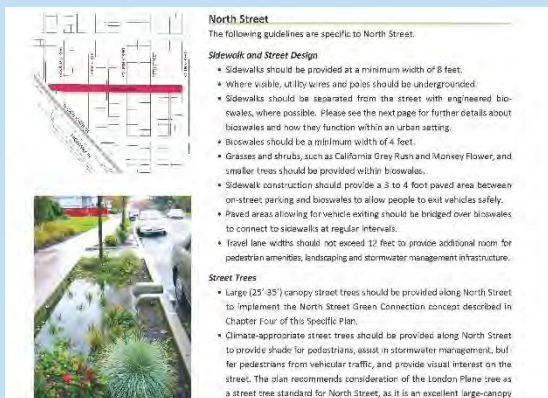
In collaboration with NCDOT and as part of a detailed study of the corridor through Harrisburg's jurisdiction, the Town should prepare a plan that addresses aesthetics and operations of NC-49. As explained in recommendations in the Land Use + Development Design, Economic Development, and Mobility sections, this study should examine a range of potential changes to reduce traffic congestion, improve safety, maintain the function of the roadway, and improve the appearance of the town's front door.

Recommendations + Strategies

Land Use + Development Design

Present a positive image of the town at the Western Gateway into Harrisburg.

- Ensure a higher level of quality in all future development.
 - Review and amend the Town's Unified Development Ordinance and other applicable development codes as necessary to maintain or improve the quality of architecture, landscaping, and other details in new development, expansions, and redevelopment.
 - Through the conditional rezoning process, encourage a higher level of investment in façade treatments (articulation, fenestration, materials, finishes, etc.), landscaping, site furnishings (benches, lighting, etc.), and other elements that are visible from public streets or other public vantage points, than applicable codes require.
 - Lead by example. Examine the Town's policies, procedures, and practices in terms of the design and maintenance of public facilities and spaces. Prepare a set of design guidelines to describe specifically a set of standards for the Town to follow to ensure the consistent application of agreed upon standards to all public spaces as they are developed and/or improved.



Ceres Design Guidelines

CASE STUDY: Design Guidelines

A set of guidelines were developed for the City of Ceres, California, to provide a framework for property owners, design professionals, and City staff to follow. The framework encourages consistency across properties—public and private—to ensure a unified, cohesive appearance.

- Improve the appearance of the NC-49 corridor.
 - “Green” the corridor.
 - In collaboration with NCDOT and as part of a detailed study of the corridor to address access management and streetscape.
 - Prepare a streetscape design concept to introduce more landscaping along NC-49, such as street trees along the edges and trees or shrubs in new medians.



Figure 7. Cross-section of 4-Lane Divided Complete Street

- Pursue adequate funding and implement the proposed streetscape improvements through more detailed design and construction.
- Facilitate additional “greening” of the corridor. Provide incentives, such as additional points in the scoring of site improvements grant applications, for property owners supplementing planting in the public rights-of-way. Improvements that include planting trees and low shrubs within private property boundaries adjacent to public rights-of-way where streetscape improvements are planned or have been completed should be encouraged.
 - Prepare Streetscape Design Guidelines to guide publicly- and privately-funded aesthetic enhancements to the road corridor and encourage improvements beyond the right-of-way.
- Architecture – Establish design guidelines, and priority approval for façade grants to applicants adhering to the guidelines. Consider expanding the area of eligible properties for façade and site improvement grants.
- Signs – Establish a sign detail and encourage businesses to utilize it in return for increased sign size (above the permitted size).
- Lighting – Continue the lighting along NC-49, following the standard previously established by the Public Works Department.

Balance development and conservation interests.

- Conserve environmentally important areas within the study area.
 - Build on the recent efforts of the Cabarrus County Soil and Water Conservation District (CCSWCD) and NC Wildlife Resources Commission (NCWRC) to identify important natural resources in the county.
 - Utilize the natural resource database and maps maintained by the County to educate developers and inform them of opportunities to protect the natural assets valued by the community and mitigate or minimize the impacts of development on the protected areas.
 - Consider amendments to the Town's UDO to incorporate provisions of the Model Ordinance resulting from the CCSWCD/NCWRC Partners for Green Growth Project. Such provisions should reward those who choose to develop using a conservation design approach.
 - To the extent practical, assist property owners who have expressed an interest in conserving land for natural resource protection purposes. Such land may be protected by a conservation easement, and may be suitable for the creation of a publicly accessible nature preserve adjoining the planned Mallard Creek Greenway. In addition to providing assistance with the establishment of an easement, the Town or the County may have an opportunity to facilitate the creation of a nature preserve.





Using a conservation design approach (right), the same number of units allowed in conventional subdivision design (left) can be sensitively integrated into the natural environment. (Image source: Randall Arendt)

- Integrate open space into the built environment in a meaningful way.
 - Work with the Carolina Thread Trail, the City of Charlotte, Mecklenburg County, private property owners, developers, and local park and recreation departments to design the planned Mallard Creek Greenway in a manner that orients development toward the trail.
 - Encourage the other TOD: Trail-Oriented Development. In this TOD, development is oriented toward the greenway, much like a positive relationship of buildings to a street. Create a positive edge, as development “embraces” the corridor and the greenway and connecting trails provide access to points of interest or destinations along the route. The trail corridor should join, not separate, the northern and southern portions of the study area.
 - Modify standards for required open space.
 - Locate it to bring open space to the “front door” of the development as well as the structures within, affording the occupants direct physical and visual access to nature.
 - Allow improvements to natural areas so that such open space can be utilized for passive recreation, but set forth accepted methods for improving these areas for access to avoid unintended impacts. For example, make available an appropriate boardwalk design detail for use in environmentally sensitive areas.

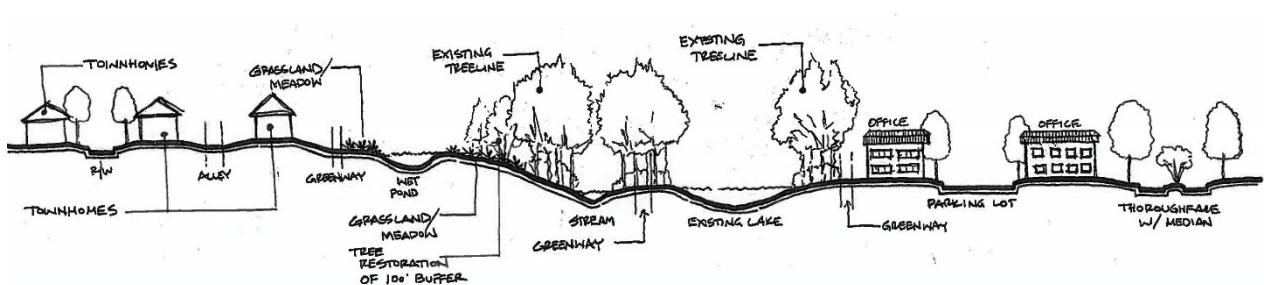


Figure 8. Cross-section of Greenway with Facing Development

Encourage a range of land uses in the Morehead West Area that are compatible with existing development and consistent with the Vision Plan and the Future Land Use Map.

➤ **Area A**

- Promote light industrial development. Flex space, warehousing, and precision manufacturing are three examples of the types of uses that, with infrastructure in place, are suitable for this area. Accommodate particularly those uses that can benefit from proximity to the Charlotte Motor Speedway and related businesses (i.e., aftermarket automotive performance part/product manufacturers and vendors).
- Recognizing the importance of the CMS area as a regional economic engine,
 - Accommodate motorsports-related activities and facilities.
 - Accommodate family-oriented entertainment uses and private recreation that expands the range of activities and entertainment for residents and visitors enjoying this important regional destination and keeps it relevant and competitive.
- Allow hospitality uses (hotels, lodging), restaurants, retail uses and other commercial development that satisfies the increased demand created by the other uses, events, and activities.
- Discourage residential development north of Mallard Creek. Residential uses are generally incompatible with motorsports-related activities. Residential uses, if developed in close proximity to the CMS, should be developed with the intent of creating a functional relationship with or as an accessory use to the motorsports-related development. For example, condominiums incorporated into a special driver training / performance school similar to Spring Mountain Motor Resort and Country Club in Nevada may be appropriate.
- Encourage a nonresidential edge on the north side of Mallard Creek Greenway that includes office, restaurant, entertainment, recreation, and other compatible uses. While there is a market for light industrial uses in the northern portion of the study area, components of such uses (i.e., loading docks) are not ideal greenway neighbors. Office, restaurant, entertainment, recreation uses are good neighbors, create destinations/points of interest along greenway, and ensure “eyes” are on the greenway, which is important for the security of users.





One Daytona

CASE STUDY: Motorsports Destination

ONE DAYTONA, developed by International Speedway Corporation (ISC), is being designed as “a place for visitors, race fans, and residents to live, work, stay, and play.” Opening in 2017, it will feature a 300,000-square-foot retail, dining and entertainment district, two hotels, and a residential apartment community. The development, located near Daytona International Speedway, will generate 10,000+ jobs and millions in tax revenue.

➤ Area B

- Allow low density residential development that is either single family detached units or a mix of housing types that do not exceed a gross density of three dwelling units per acre (DUA).
- If a north-south arterial road is constructed through this area providing direct connections to NC-49 and US-29, a mix of unit types at a higher maximum gross density (eight DUA) and may be considered.
- Other uses such as those described for Area A may be permitted, provided the potential negative impacts (such as noise, light, and traffic) are avoided or adequately mitigated, uses create a positive eyes-on-the-park relationship to the future greenway, and
 - There is sufficient infrastructure to support the proposed use(s); or
 - There is a demonstrated commitment to the provision of sufficient infrastructure to support the proposed use(s).

➤ Area C

- Encourage conservation of land, particularly areas with important natural resources. Some such land may be suitable for the creation of a publicly accessible nature preserve adjoining the planned Mallard Creek Greenway.
- Allow residential development that is compatible with conservation objectives. Examples of compatible development include estate lots, conservation lots, and conservation subdivisions.
- Allow open space protected in Area C in perpetuity through conservation easements or other mechanisms to satisfy open space requirements associated with new development in Area C provided the gross density of Area C does not exceed 2 DUA.



Colvard Farms

CASE STUDY: Conservation Design

Colvard Farms is a conservation design neighborhood in Cary, North Carolina. Located in the protected water supply watershed of Jordan Lake, this 300-acre development includes 40 homes integrated into more than 250 acres of open space.

➤ Area D

- Encourage a mixture of uses in the “node” of NC-49 and Caldwell Road. The range of uses to be supported include retail, restaurant, service, office, attached residential, and multi-family residential uses. In contrast to the Town Center, this area should be smaller in scale and comprised of local-serving businesses.
- Along the proposed Caldwell Road Extension, encourage a transition from the concentration of non-residential uses to residential uses, with such residential uses integrating a mix of housing types that together have a maximum gross density of 8 DUA.
- Consistent with the existing development fronting on NC-49, allow retail, office, and service uses as infill development and redevelopment along NC-49, provided access to such sites is consistent with access management policies proposed for NC-49 such as shared driveways.

➤ Area E

- Encourage light industrial uses. While existing heavy industrial uses will likely remain in current locations, all new development (infill, redevelopment, and expansions) should be reserved for light industrial uses. Supporting commercial uses may be allowed provided such commercial development does not preclude the accommodation of job-generating uses.

➤ Area F

- Encourage a variety of recreation uses. These uses may be public facilities, facilities that are privately owned and operated, or facilities developed, maintained, and operated through a public-private agreement. Responsibilities for operations and maintenance may also be assigned to a nonprofit organization.
- Allow commercial uses as part of the mix, provided such uses are clearly subordinate to the recreation use(s).



The US National Whitewater Center offers a range of outdoor recreational activities and events organized around a building that houses shops and restaurants.



Circle City BMX

CASE STUDY: Recreation Operated by Nonprofit

Located in Dothan, Alabama, Circle City BMX boasts 1,147 feet of track. It is managed by a nonprofit organization and hosts national competitions.

Amend zoning in the Study Area to be consistent with the Future Land Use Plan Map.

- Support rezoning applications for changes in zoning that demonstrate the intent to implement the Vision and Future Land Use. (Refer to the Recommended Application of Zoning Districts table.)
 - Consider Town-initiated rezoning of parcels currently in the approved PUD in the Town's jurisdiction. The conditions of the approved PUD require a traffic impact analysis and infrastructure improvements prior to the approval of any development within the PUD. The parcels that comprise the PUD have little or no opportunity to be developed without a single entity moving forward with the PUD development in accordance with the conditions of the approval, or without a change in zoning. Currently the parcels that comprise the PUD are not owned/controlled by a single entity; they are owned by various property owners. So, there is little opportunity for any individual owner to utilize a parcel for anything other than the existing use without rezoning. A change from PUD classification to another zoning classification (or classifications) that will facilitate development in accordance with the Future Land Use Plan Map will require the participation of the Town.
 - Rezone undeveloped parcels in Area A that are part of the PUD to RE or RL.
 - Rezone undeveloped parcels in Area B that are part of the PUD to RL.
 - Rezone undeveloped parcels in Area C that are part of the PUD to RE or AG.
 - Rezone undeveloped parcels in Area D that are part of the PUD to RM-1 or C-1.
 - Assign appropriate zoning districts to existing uses.
 - Support subsequent rezoning requests for changes in zoning consistent with the Future Land Use Map.
- Support modifications to the Town's existing PID district in Area A to encourage a broader range of nonresidential uses over an expanded area. This would facilitate a seamless arrangement of uses in future development around the Charlotte Motor Speedway and help ensure the viability of this regional attraction, which affects Harrisburg, Concord, and the County's economy. Development flanking the CMS that includes commercial, hospitality/lodging, entertainment, and recreational uses may help ensure this area remains nationally competitive as a top choice race and vacation destination. Standards to mitigate noise, light, traffic and other impacts on nearby residential development should be considered.
- Establish design standards that apply to development adjacent to the future Mallard Creek Greenway. This may be accomplished with an overlay district that requires development within a specified distance from the greenway corridor to orient toward the greenway, incorporate details into the sites that visually and physically connect development to the greenway, and limit noise, light, and other negative impacts on the enjoyment of the greenway.

Recommended Application of Zoning Districts

Proposed Future Land Use	Appropriate Zoning District(s) - Town	Appropriate Zoning District(s) - County*
AREA A		
Commercial, Entertainment, Hospitality/Lodging	C-2, C-1, B-1, CD, PID, MU (new)	LI, OI, LC, GC
Private Recreation	C-2, C-1, PID	LI, OI, LC, GC
Office	O-1, PID	OI, LI, GI, GC
Light Industrial	I-1, PID	LI
AREA B		
LDR	RL, RM-1, PID	AO, CR, LDR, MDR
MDR	RV, RM-1, PID	MDR, HDR
AREA C		
VLDR	RE, RL	AO, CR, LDR
AREA D		
Commercial	C-1, B-1, O-1	LC, GC, OI
Mixed Use	MU (new), C-1, B-1, O-1, PUD, TND	
HDR	RC, RV, C-2 (if existing and/or abutting NC-49)	HDR
MDR	RV	MDR, HDR
Light Industrial	I-1	LI
AREA E		
Light Industrial	I-1 (and I-2 for existing General Industrial)	LI
Commercial	C-2, C-1, B-1	LC, GC, OI
AREA F		
Recreation, Public	All Districts	All Districts
Recreation, Private	C-2, C-1, PID	GC, OI

*Development of parcels that are in Cabarrus County's jurisdiction will most likely require water and sewer service. Therefore, such parcels will likely be annexed into the Town of Harrisburg's jurisdiction and subject to Town zoning.

- Limit uses in Light Industrial district to industrial and other employment uses to avoid encroachment of institutional, residential, and other uses on existing businesses. This would also preserve the Town's ability to attract and accommodate new—or expand existing—job-generating uses in locations where such businesses prefer to locate. Limit permitted commercial uses to existing uses and those that support the industrial uses.
- Consider the creation of new zoning districts to accommodate development that is consistent with the community's vision for the area, as reflected in the Future Land Use Map.
 - Assess the need for a mixed-use district (MU) that can be utilized in key locations throughout Harrisburg. This district should enable a mix of compatible uses on large and small sites where adequate infrastructure is available or can be extended. The mix of uses can vary and may be all nonresidential uses. Residential uses would not be a required component of development in this district. If warranted as an alternative to a PUD or TND, provisions to consider include but are not limited to the following:
 - Minimum development site area: 5 acres
 - Mix of uses shall contain some nonresidential uses. Development shall not consist exclusively of residential uses.
 - Orientation of, and relationships between, buildings should eliminate need for buffers within development, particularly to separate residential and nonresidential uses.
 - Maximum building height: 50 feet
 - In Harrisburg's jurisdiction, support the creation of other PID districts. The emphasis of any new PID district should be on flexibility in use provided specific performance standards set forth for the district are met. Such standards shall address the potential negative impacts of each permitted use on adjacent development (existing or future) or on the community as a whole to ensure such impacts (i.e., noise, light, and traffic) are avoided or sufficiently mitigated.

"A diverse housing stock is critical to maintaining lifecycle communities. For many older adults, the housing problem is not the need for on-site care, but rather, simply the need for a smaller, more easily maintained residence. Zoning ordinances need to be modified to increase the availability of **single story townhouses, apartments and condos** within single family zones."

-- ARC / Community Housing Resource Center



Economic Development

Attract investment based on Harrisburg's position in the market and future potential.

- Employment growth potential is strongest (and most compatible) with land availability proximate to US-29, which offers superior regional access and a potential Charlotte Motor Speedway relationship.
 - Examine existing infrastructure in the northern portions of the study area and identify where gaps exist in infrastructure, including utilities, ingress & egress quality, amenities, and other factors important for new industrial, flex/service space, and potential auto-related industries.
 - Identify key properties targeted for industrial or other employment development and identify policies needed to protect these properties from development as land uses that do not particularly forward the Town's economic development efforts and balance housing and employment in the area.
 - Investigate opportunities to focus industrial/research efforts on the automotive and motorsports industry, fueled by the town's location adjacent to the CMS. This could include initiating research relationships with UNC-Charlotte via the Motorsports Engineering program (at the NC Motorsports and Automotive Research Center on campus), which promotes itself as "the first stop for employers hiring interns and entry level engineers." Also consider initiating relationships with NASCAR Tech in Mooresville, Clemson University's ICAR campus in Greenville, and NCSU's engineering programs in Raleigh.
- Further industrial efforts with better use of an industrial land supply inventory website that brokers and others can utilize to understand properties along and close to US-29 and those located along the rail line to the south of NC-49. Information should include entitlement status, parcel sizes, utilities available, useable acreage, access quality and route info, etc.
- Focus office recruiting and development efforts on smaller, local-serving office users, such as realtors, insurance agents, attorneys, accountants, dentists and other medical-related uses. Create focal point locations in the town that provide a quality lifestyle for these office users, including as part of mixed-use projects with retail uses, on small parks, etc.
- Understand retail needs and opportunities in the town, including the square feet of retail Harrisburg can support, the key locations where retail is suitable, and the means by which retail environments can be amenitized and/or themed (e.g. children's retail, farm or nature-based/oriented retail, dining core, etc.).
 - National averages provide for around 23 to 25 square feet of retail per capita, translating into total needs for around 340,000 SF of retail supportable by town residents alone (based on 2014 populations). (Refer to Appendix C: Retail Demand Analysis.) Some benchmark numbers to consider for new retail development:
 - A new 45,000 SF grocery store (full-size) requires around 3,600 households or 10,800 people (using Harrisburg's 3.13 people/household) to perform at national averages;
 - A full-size drug store would require around 4,400 people or 1,460 households; and

- A full-service (with alcohol) sit-down restaurant requires around 1,675 people or 560 households to perform at national averages.
- Focus retail efforts on more local-serving, neighborhood-type uses. Harrisburg lacks a major regional intersection, a factor related heavily to the rail line running parallel to NC-49 and larger uses near US-29, and is not well-positioned to compete as a regional retail destination.
- Locate any regional or entertainment destinations, including retail related to or supporting the CMS, along US-29 given its strong traffic counts and access from I-85 via Bruton Smith Boulevard.
- In addition to the potential auto and/or CMS-related employment/research opportunities, identify land uses that are both compatible with and supportive of the CMS, possibly including lodging, retail, event space, recreational facilities, etc. in a more unique, setting than the stand-alone uses developed to date.



Improve Harrisburg's image and identity along NC Highway 49.

- Focus on the creation of gateways along Highway 49 to better indicate arrival into the town, including monumentation and landscaping, and potential revolving banner programs tied to seasons, holidays, etc.
- Enhance development standards for new projects in the town, including requirements for sidewalks on both sides of major and minor thoroughfares, landscaping, signage, etc.

Identify the means by which Harrisburg's quality of life can be furthered and a more unique marketing/economic development proposition created.

- Given the strong natural attributes of the study area, consider pursuing nature and outdoor activities as an economic development tool for both residential and non-residential land uses. This could include encouraging the extension of the Carolina Thread Trail through Harrisburg and extending parks and greenways through the town.

- Consider opportunities to extend parks and greenways to employment cores in the town to further amenitize business cores.
 - Extend these trail systems to a more significant sidewalk system in the town, one noted as being insufficient via resident feedback through the planning process for the Morehead Road study area.
- A secondary economic development theme could be Harrisburg's family-focused environment. Included in this could be the creation of a central playground or water feature targeting children, such as Armstrong Park (shown below) built in Duncanville, TX. Retail around this park could also target parents and children visiting the park. Such a policy or strategy could help limit direct competition between a family-themed retail core and the existing Harrisburg Town Center retail.



- Allow greater diversification of Harrisburg's housing offerings to accommodate maturing households already in Harrisburg and those seeking the town's quality of life but unable or unwilling to purchase single-family homes on larger lots.
- Support smaller-lot single-family homes (cottage, patio home product), attached townhouse or ranch products, various senior housing products (active adult apartments, independent and/or assisted living), and for-sale condominium products.
 - Encourage development of these higher-density products within walking distance of retail centers, including Harrisburg's Town Center, proximate or adjacent to recreational opportunities, and proximate to key transportation access points.



Open Space, Parks, and Recreation

Preserve key areas and features as open space.

- Build on and utilize work done for the Partners for Green Growth Project. Mapping for this effort resulted in the identification of primary and secondary conservation areas. These areas should be utilized in determining open space in new development. The valuable natural resources that still remain intact in the study area present a great opportunity for creating a network of open spaces, trails, and greenways that increase access to nature.
- Raise awareness of and appreciation for natural resources. Make features an integral component of the development pattern.

Provide for a mix of open space types and programming.

- Encourage more formal open space and active recreational uses (i.e., pocket parks, plazas, formal greens, traditional playgrounds, sports fields) near developed areas (i.e., near planned residential areas and commercial/mixed use activity centers).
- Encourage more natural types of open space and passive types of recreation (such as greenways trails or nature play areas) near sensitive environmental features (i.e., stream corridors and floodplain forests).
- Encourage restoration activities in previously disturbed areas adjacent to Mallard Creek floodplain and tributaries. Previously disturbed areas offer opportunities for habitat restoration and for increased habitat diversity. Restoration activities could include stream restoration, tree canopy restoration, creation of meadows (via annual mowing) or pollinator plantings/gardens to complement nearby municipal efforts to restore Monarch Butterfly habitat in the area.
- Encourage the integration of Green Stormwater Infrastructure (GSI), such as landscaped stormwater retention and treatment areas that can serve as amenities while protecting water quality through infiltration.

Assist public and private as they work together or separately to establish recreation destinations within the Study Area.

- Support private investment in entertainment and spectator sport venues that enhance the CMS area.
- Work with Cabarrus County Parks and other partners to implement Town and County Master Plans.
- Partner with Cabarrus County Parks and/or area organizations to create greenway trails, particularly the Mallard Creek Greenway, and a trailhead in the vicinity of Morehead Road near Mallard Creek by requesting blanket easements when utilities are installed.



Figure 9. Proposed Parks and Recreation System Improvements

Greenways

Provide and facilitate greenway connections.

- Work with area partners for planning, funding, and implementation of Mallard Creek and Back Creek Greenways. Mallard Creek, Back Creek, and Rocky River provide good locations for potential greenway expansions through and to the Morehead West Area. Mallard Creek and Rocky River have both been identified as locations for sections of the Carolina Thread Trail, which would provide connections through the Charlotte metropolitan area and beyond. These greenway connections can provide an important recreational and transportation resource to Harrisburg as well as a public resource to focus and encourage high-quality development. Back Creek has been identified as a location for a greenway as well, and would provide another east-west option for non-motorized travel south of NC-49 and the rail line. Greenway connections to Harrisburg Town Center should also be explored to enhance functionality of these facilities
- Coordinate with the City of Charlotte and Mecklenburg County for the connection to the Mallard Creek Greenway (also known as XCLT Trail and Carolina Thread Trail) at the Cabarrus-Mecklenburg County line.
- Seek funding from Carolina Thread Trail to help implement the Mallard Creek Greenway, especially through the study area.
- Request dedication of land from private property owners for the creation and extension of the Mallard Creek and Back Creek Greenways. This will be more easily accomplished through the private development process; however, raising awareness of the opportunities and potential benefits of the greenway connections should be part of an educational effort conducted in support of greenway land acquisition in all areas, including developed areas.
- Encourage privately funded greenway segments that are constructed to meet the Town's standards (e.g., corridor width, trail width, trail pavement, lighting, landscaping, etc.). Privately funded segments of Mallard Creek and Back Creek Greenways should be dedicated to the public. Segments that connect to Mallard Creek and Back Creek Greenways may be dedicated or they may be privately owned and maintained by businesses or property owner associations.
- Coordinate trail development with utility improvements and extensions. The colocation of greenways with utility easements and rights-of-way maximizes the public investment in infrastructure while minimizing environmental impacts.

Map existing and proposed destinations to ensure greenway linkages become “spine.”

- Identify the types of destinations that trail users are likely to expect to find and access along the greenway trail route. In mapping these destinations that are, or can be, accessible via the future trail, the following decisions can be informed: beginning and end points for segments to be slated for construction; side of the creek to locate trail and location and types of creek crossings; locations for parking; and design of access facilities. Examples of destinations include neighborhoods, restaurants, parks, historic sites, and nature preserves.



Buffalo Creek Preserve Trail in Mount Pleasant (top) and Pharr Family Preserve Trail in Midland (bottom) are two greenway trails in Cabarrus County that are part of the Carolina Thread Trail.

Mobility

Road Network

Extend Caldwell Road.

- Extend Caldwell Road from NC-49 to US-29. This extension provides a new north-south travel option, which serves regional and local mobility needs. Caldwell Road Extension can also help alleviate the transportation impacts of event traffic associated with the Charlotte Motor Speedway. The Caldwell Road Extension is planned to be a four-lane median-divided section with sidewalks and bike lanes on both sides. This cross-section (shown in Figure 10) is recommended in part based on projected needs of the previous development proposals and in part on the regional mobility needs that Caldwell Road Extension will further. Future traffic projections may show fewer lanes needed, especially in the northern section, but 110 feet of right-of-way should be reserved to accommodate future needs.

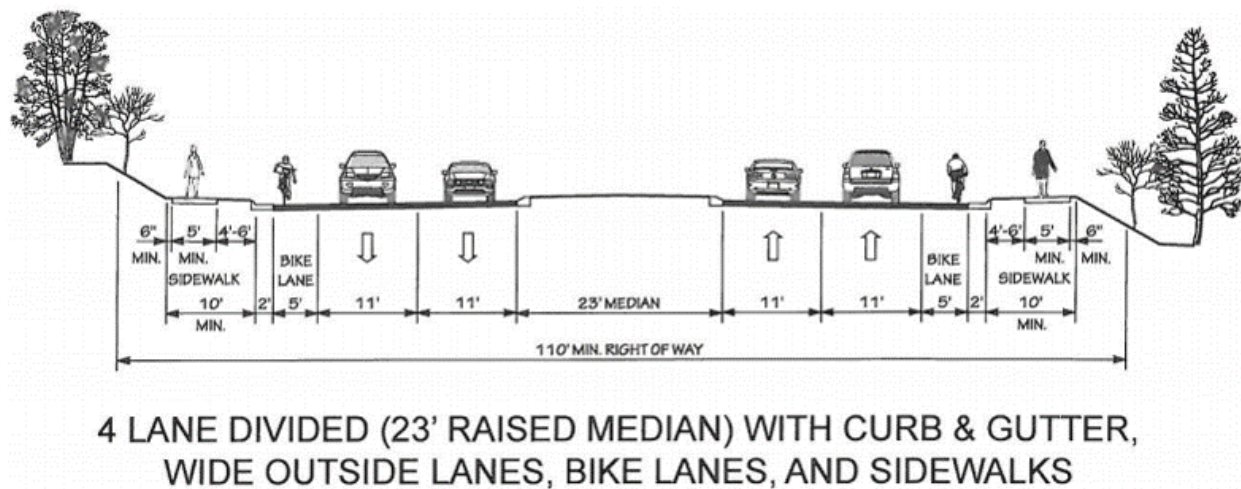


Figure 10. Proposed Caldwell Road Extension Cross-section

Two proposed alignment options for Caldwell Road Extension are shown in Figure 11 in dashed red lines. The proposed road connects to existing Caldwell Road at NC-49 and continues generally north, crossing Mallard Creek, and connects to US-29 in Mecklenburg County across from Floyd Smith Office Park Drive. The proposed roads are illustrative of a proposed system. Exact alignments will be subject to engineering studies, and will depend on the type, location, and intensity of development that each will serve.

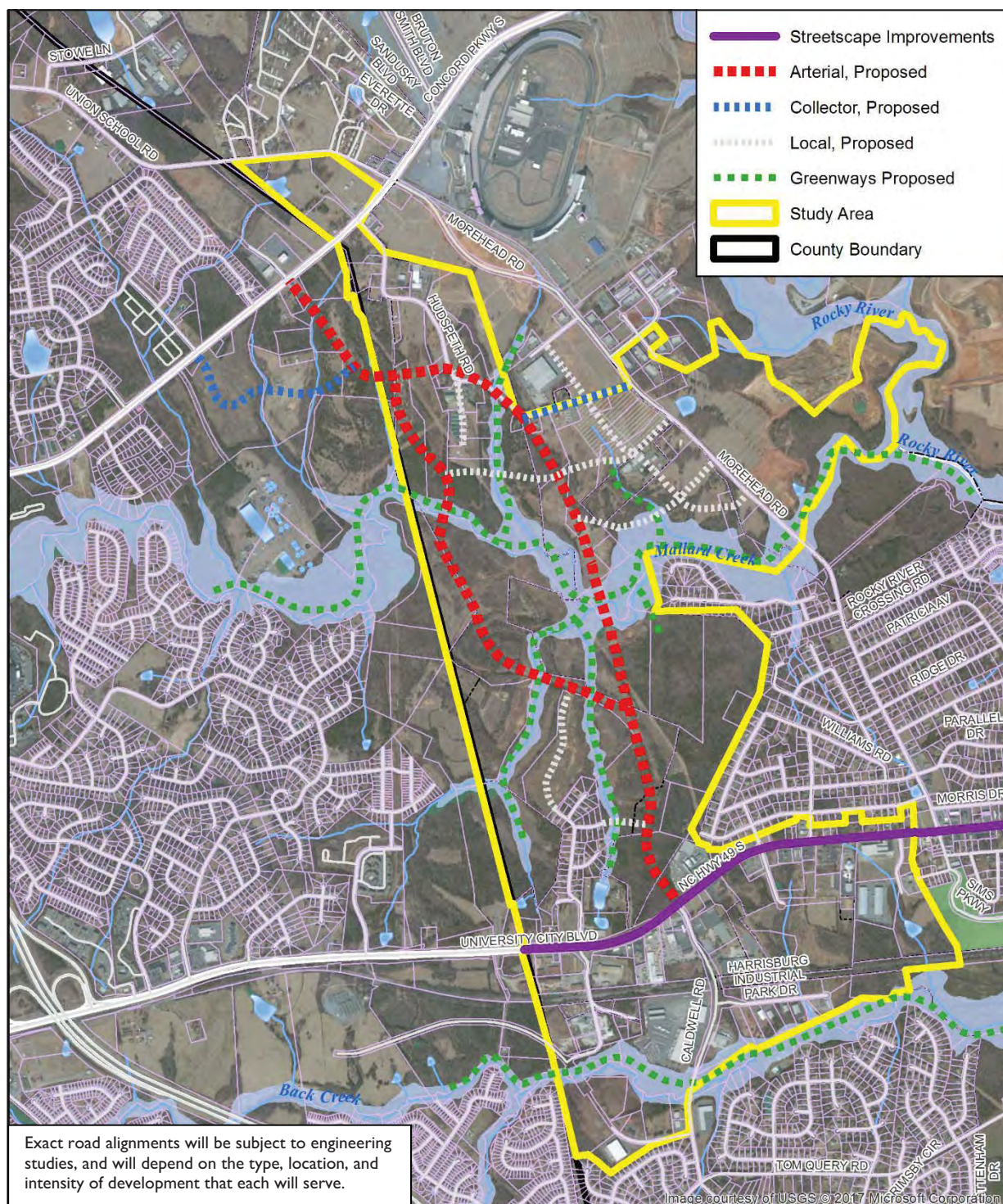


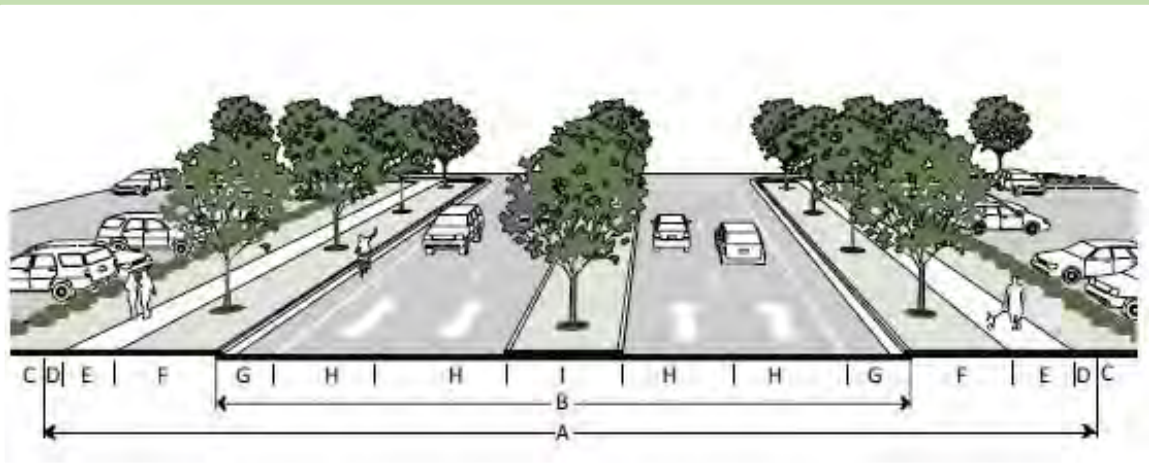
Figure 11. Proposed Road Network Improvements

- Consider Caldwell Road Extension for public funding, although some or most of the road may require private developer funding to build portions. (Note: Two alignment options are shown for Caldwell Road Extension in Figure 11, providing different alternatives to cross Mallard Creek. The ultimate goal is to develop one option as an arterial-level Caldwell Road Extension and the other as a collector-level road.)
 - Adopt the Morehead West Area Plan including the proposed Caldwell Road Extension alignment.
 - Continue to coordinate with Cabarrus-Rowan MPO (CRMPO), NCDOT Division 10, Charlotte DOT, and the Charlotte Regional Transportation Planning Organization (CRTPO), as these organizations should be aware of and supportive of the proposed alignment of Caldwell Road Extension.
 - Conduct a feasibility study to more precisely and reliably estimate probable costs associated with alignment options and to determine if one is a more suitable alternative. This feasibility study should determine structure needs for stream crossings, provide more exact alignments based on curve and grading needs, estimate earthwork quantities, develop intersection geometries, and provide detailed cost estimates.
 - Based on the results of the feasibility study, submit the proposed alignment for adoption by the CRMPO and CRTPO.
 - If there are proposed developments that affect area around the proposed alignment, work with the developers to reserve the right-of-way for Caldwell Road Extension or to construct sections of Caldwell Road Extension as part of the developments. If a developer or group of developers is willing to fund the design and construction of all or parts of the less feasible of the two options, as determined by the feasibility study, support the change in the location of the Caldwell Road Extension provided the points of connection to US-29 and NC-49 are maintained and the road is designed in accordance with the approved cross-section and for through movement.
 - Via the Cabarrus-Rowan MPO, submit the project for scoring in the State Transportation Improvements (STI) program.
 - If funding cannot be obtained through the STI or SPOT processes, Harrisburg should work with developers to construct segments of the road with development. With some sections built, the benefit/cost metrics may become more favorable in the STI scoring to allow the remainder or key sections (such as a bridge over Mallard Creek) to be constructed with public funding.

Support the creation of a network of new-location roads.

- Facilitate a network of collector and local roads, as shown in Figure 11 that can be privately built throughout the Morehead West Area to create a complete, hierarchical network of roads. Collector roads should be two- or three-lane cross sections with bike facilities and sidewalks. Complete street design standards should be used for these roads to ensure multimodal accessibility and accommodation.

A multimodal transportation network is a critical component of supporting development plans in the Morehead West Area and ensuring and enhancing mobility options for all Harrisburg residents and visitors. A new network of roads will allow development goals to be achieved, provide access to internal parcels, meet regional mobility goals, and help alleviate event traffic. The Morehead West Area has potential to add pedestrian, bicycle, transit, and rail infrastructure to assist with local and regional mobility.



Improve NC-49.

- Work to improve aesthetics and operations on NC-49 through street plantings, medians in key locations, driveway consolidation and closing, decorative or pedestrian-level street lighting, and potentially buried utilities. NC-49 through the study area is a five-lane section, with sidewalks in some sections, although a narrow section of right-of-way. NC-49 is an important regional arterial. It is designated a NCDOT Strategic Highway Corridor but has been downgraded from an Expressway to as a Boulevard designation. NC-49 will continue to be an important regional road and I-85 alternative, and as such, it will continue to carry significant volumes of traffic. However, aesthetic and operational improvements can maintain or increase road capacity, reduce conflict points, and enhance the pedestrian experience. As the corridor has continued to develop, the array of businesses and uses are such that pedestrian connections are important and aesthetic improvements can enhance the pedestrian experience.
- Conduct a corridor study to address future improvements to NC-49. In collaboration with NCDOT and as part of a detailed study of the corridor, address access management and streetscape.
- Work with NCDOT to:
 - Improve crossings. Pedestrian crossing enhancements should also be a part of improvements to the roadway, including more visible crosswalks, pedestrian countdown timers, and clearly delineated crossing locations.
 - Accommodate bikes, which may best be provided through off-road facilities with access to parcels fronting NC-49.
 - Implement median treatments (as needed). Median treatments may be placed in locations to aid traffic flows and reduce conflict points. These treatments allow for more plantings on the roadway.
 - Consolidate driveways along the road frontage.



Transit and Rail

Support transit connections.

- Promote “transit-ready” designs for new development to incorporate easements for transit stops. Such stop areas should have the highest concentration of nearby development and be designed for walkability and pedestrian accessibility. As new development occurs, it should not preclude the incorporation of transit stops, if such stops are warranted in the future.
 - Incorporate transit-friendly designs and policies into new development to support transit service when it is feasible from a financial and ridership perspective.
- Work with CK Rider, Cabarrus County Transportation Services, Cabarrus-Rowan MPO, the City of Charlotte, and Mecklenburg County to pursue options for transit service to Harrisburg. When the Blue Line Extension to UNC-Charlotte is complete, Harrisburg should pursue opportunities for feeder service. Transit service may not be on the immediate horizon but continued growth in Harrisburg and the region will increasingly make it feasible, primarily in three forms: 1) feeder service to the Blue Line Extension, 2) Express service to downtown Charlotte, and 3) local connections to Concord and Kannapolis. Harrisburg should continue to explore these options and work to implement services when ridership estimates can show sufficient demand for services to support these routes.
 - Hold discussions with neighboring agencies on express, feeder, and local transit service options.



Advocate for Amtrak station closer to Harrisburg Town Center.

- Work with Amtrak and NCDOT Rail Division on the possibility of a rail station in Harrisburg and the potential location of that station. The October 2015 *Harrisburg Rail Station Site Assessment Study Update* provided several options for a station location. Rail operations, track geometry, environmental considerations, and accessibility issues will also play an important role in determining the final location.
 - Continue to explore a possible Amtrak stop close to Harrisburg Town Center, as the ideal station location would be as close to and accessible from Harrisburg Town Center as possible.

Navigation and Orientation

Improve navigation through the Study Area.

- Implement the Town's proposed wayfinding program.
 - Install signs throughout the Morehead West Area. A unified wayfinding program can orient visitors and help them access locations they are seeking. Signs can also promote cultural, civic, economic, and entertainment options throughout the town. Signage improvements will also assist with the management of event traffic and parking associated with the Charlotte Motor Speedway. Signs will enhance parking operations and ingress/egress to areas of town and parking lots. Figure 12 shows proposed wayfinding sign designs.



Figure 12. Proposed Wayfinding Sign Design

Utilities

Facilitate desired development with the utility infrastructure necessary to support it.

- Initiate the provision of adequate sewer service by extending sewer along Mallard Creek, as shown in Figure 13.
 - Phase 1 System Upgrades
 - Serve new development and redevelopment at Caldwell Road and NC-49. The following utility system upgrades may be needed to accomplish this.
 - Allow new development near NC-49 to connect to the Bentley Hills Pump Station. Upgrades to the Bentley Hills Pump Station may be needed. New development should pay a proportionate cost of upgrades.
 - Replace Millbrook Pump Station with a gravity sewer line to Back Creek. Upgrades to the Orchard Park Pump Station may be needed. A flow monitor on the Back Creek line east of Orchard Park may be needed to determine if capacity exists to accommodate the steps above.
 - Construct a gravity sewer trunk line along Mallard Creek to Leatherwood Pump Station. This will resolve issues with the existing pump station. This would be a Town-initiated project in terms of design and funding. The Town should move forward with the study, design, and cost estimate so the project is ready when “triggered.” Note, this may require coordination with development that is being proposed east of Morehead Road outside of the study area. Coordination on the location of sewer to serve new development as well as Town funding to pay for upsizing may be required.
 - Phase 2 System Upgrades
 - Construct gravity sewer west along Mallard Creek and to the south. These gravity lines would eventually enable the removal of two pump stations (Hudspeth Road #2 and Bentley Hills). These extensions present cost share opportunities with future development.
 - Phase 3 System Upgrades
 - Provide a parallel gravity line along Mallard Creek if needed. If land uses with higher water/sewer flows locate near Morehead Road a parallel gravity line may be needed. The need for this would be determined at a later date.

- Address water issues: connections, storage capacity, and pressure.
 - Utilize Caldwell Road Extension and other new location roadways to create water loops. This would increase system resiliency and improve water quality.
 - Coordinate with utility partners:
 - Coordinate with Concord to ensure adequate capacity existing in elevated storage tanks. Currently the northern portion of the study area is served by a water tank in the vicinity of the CMS. An additional tank may be needed in the Concord system to meet the requirement for having at least half of daily water demand in elevated storage.
 - Coordinate with Mecklenburg County/Charlotte Water on serving areas in Mecklenburg County that are northwest and southwest of the study area (i.e. Caldwell Park) and determining needs for master meters and interconnects along US 29, Mallard and Back Creek.

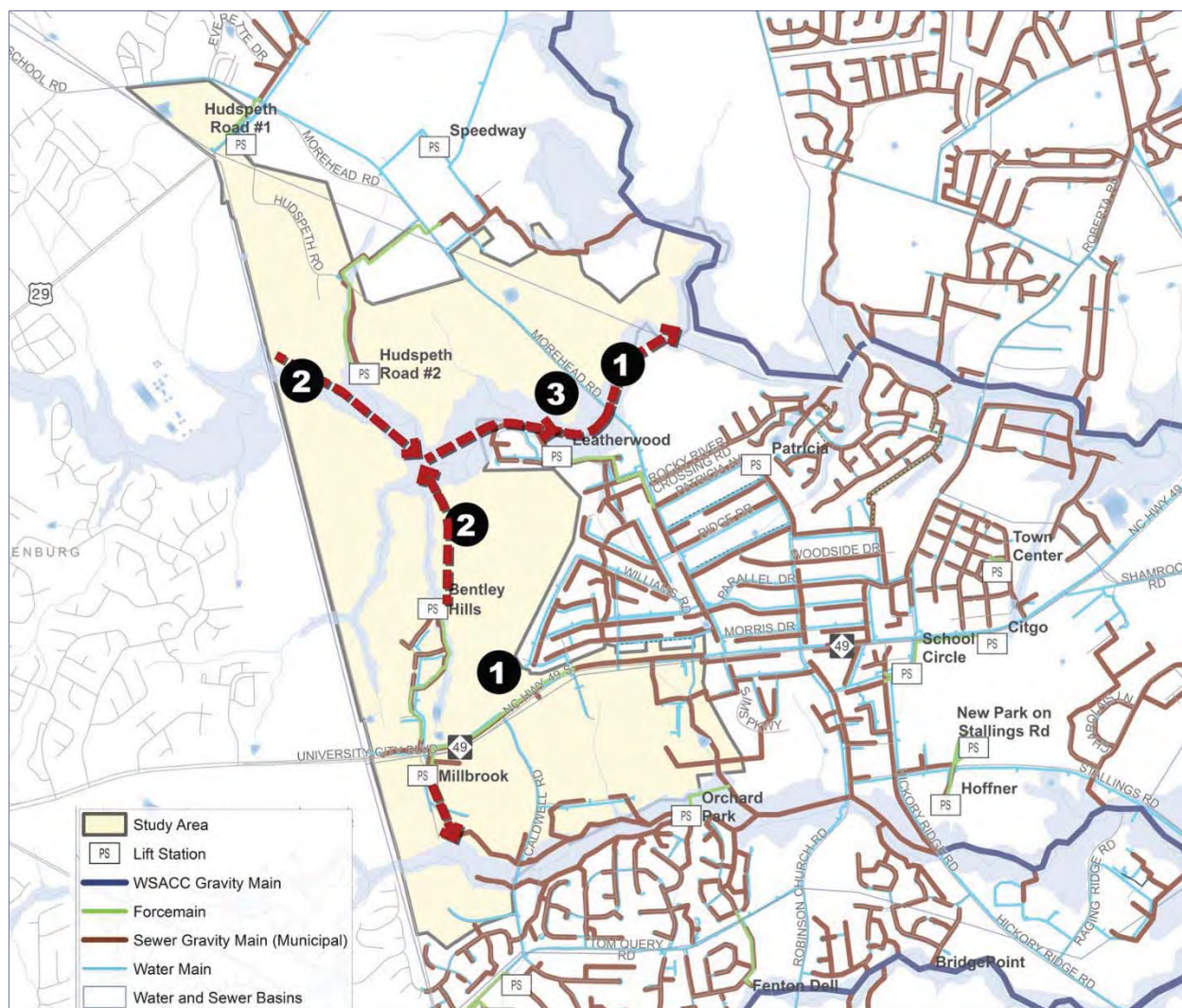


Figure 13. Proposed Utility System Upgrade Phases

- Fund utility system improvements.
 - Town/public initiatives:
 - Study and implement/revise capital recovery fee procedures
 - Partner with Concord to qualify for WSACC participation in the funding of the sewer trunk line along Mallard Creek. WSACC participation is warranted by the involvement of two or more jurisdictions and the removal of the pump station serving Concord (refer to Phase 1 above).
 - Private partnership opportunities:
 - Facilitate extensions of water and sewer service through the private development process. A phased approach to extending water and sewer lines will help create opportunities to partner with private developers.
 - Encourage the use of tax increment grants (TIGs), one of several financing tools the Town has made available through its Tax Increment Grant Program.

Coordinate utility improvements and extensions with greenway trail development.

- Partner with public and private entities to reserve land for and construct a segment of the regional greenway along Mallard Creek and spur trails along sewer outfalls to the north and south.
(Note: See other greenway and open space recommendations in previous sections.)



Charlotte Premium Outlets

CASE STUDY: Tax Increment Grant

Development of a large retail center in Charlotte included developer-funded upgrades to area roads and other infrastructure that was needed to serve the center as well as existing and future development. Through an annual tax refund over a period of years, the developer is being reimbursed for the costs of a portion of the improvements that the City alone could not have funded in a timely manner.

Beyond the Study Area

Update the Harrisburg Area Land Use Plan.

- Amend the Harrisburg Area Land Use Plan to incorporate the recommendations of this Morehead West Area Plan.

Modify the Harrisburg Unified Development Ordinance

- Amend zoning for Town Center to allow for more residential uses to create a stronger market for nonresidential uses there and to attract empty nesters and millennials.
- Eliminate the City Center (CC) district.

APPENDICES

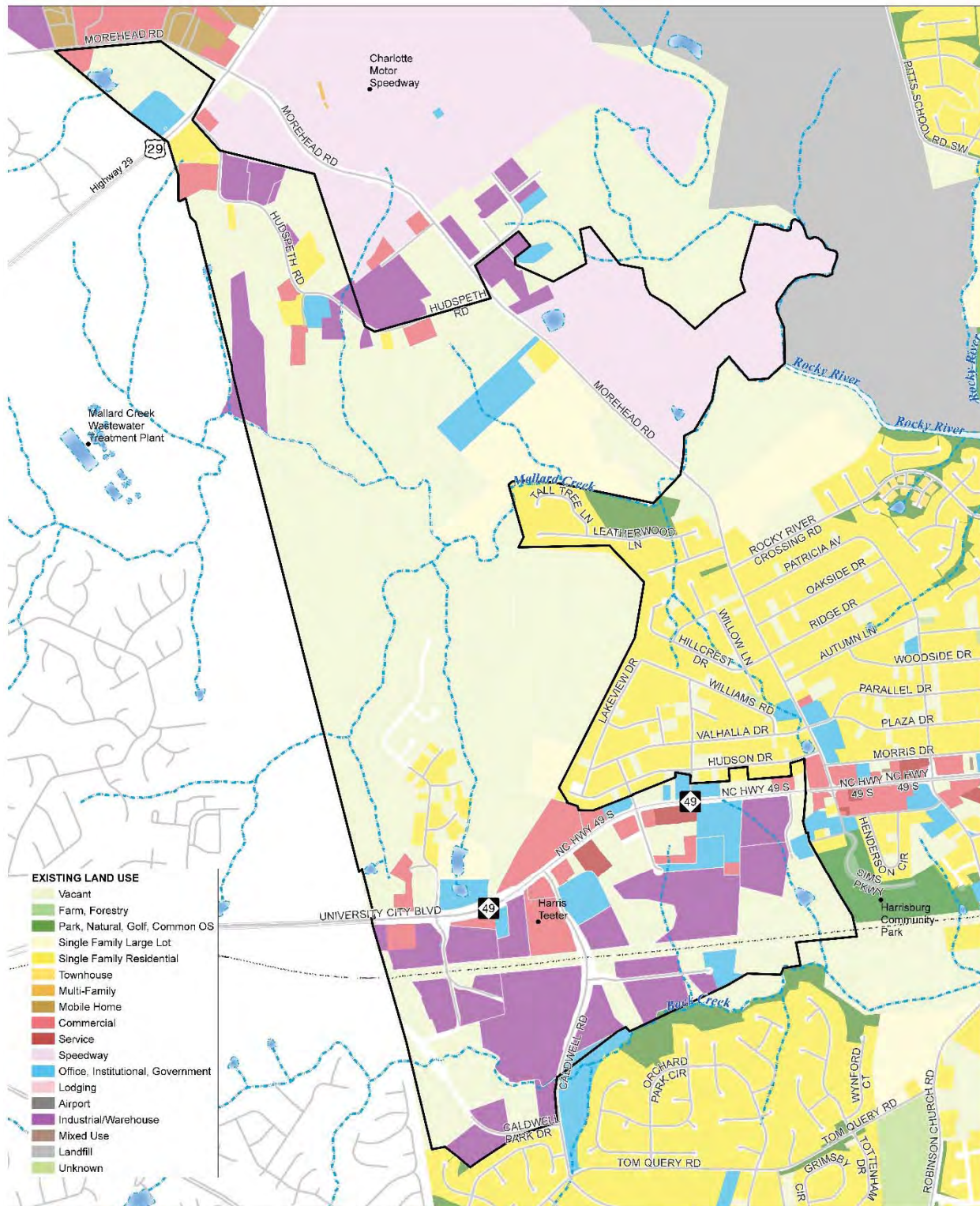
Appendix A: Existing Conditions and Suitability Maps

Appendix B: Community Input Summary

Appendix C: Retail Demand Analysis

Appendix A: Existing Conditions and Suitability Maps

The maps contained in this Appendix A are existing conditions maps reflecting the conditions of the Morehead West Area when the planning process was initiated in April 2016. The data depicted on the maps served as inputs into the analyses, such as the suitability mapping that is also included in this Appendix A. The information gleaned from the synthesis of such conditions informed some of the ideas and recommended policies documented in the Plan. All maps were prepared by LandDesign with assistance from the Town and VHB.



nealon
LandDesign.

Date: 12/4/2017 1:10 PM
Data Source: Cabarrus County, NCODMAP, Esri

EXISTING LAND USE CABARRUS COUNTY, NORTH CAROLINA

N
0 250 500 Feet
1 inch = 400 Feet
This map is a representation of the existing land use in Cabarrus County, North Carolina. It is not a legal document and should not be used for legal purposes. The map is based on the most current data available and is subject to change without notice. The map is not a guarantee of accuracy and is not a warranty of any kind. The map is provided as a reference only and is not a substitute for a professional survey or other legal document.



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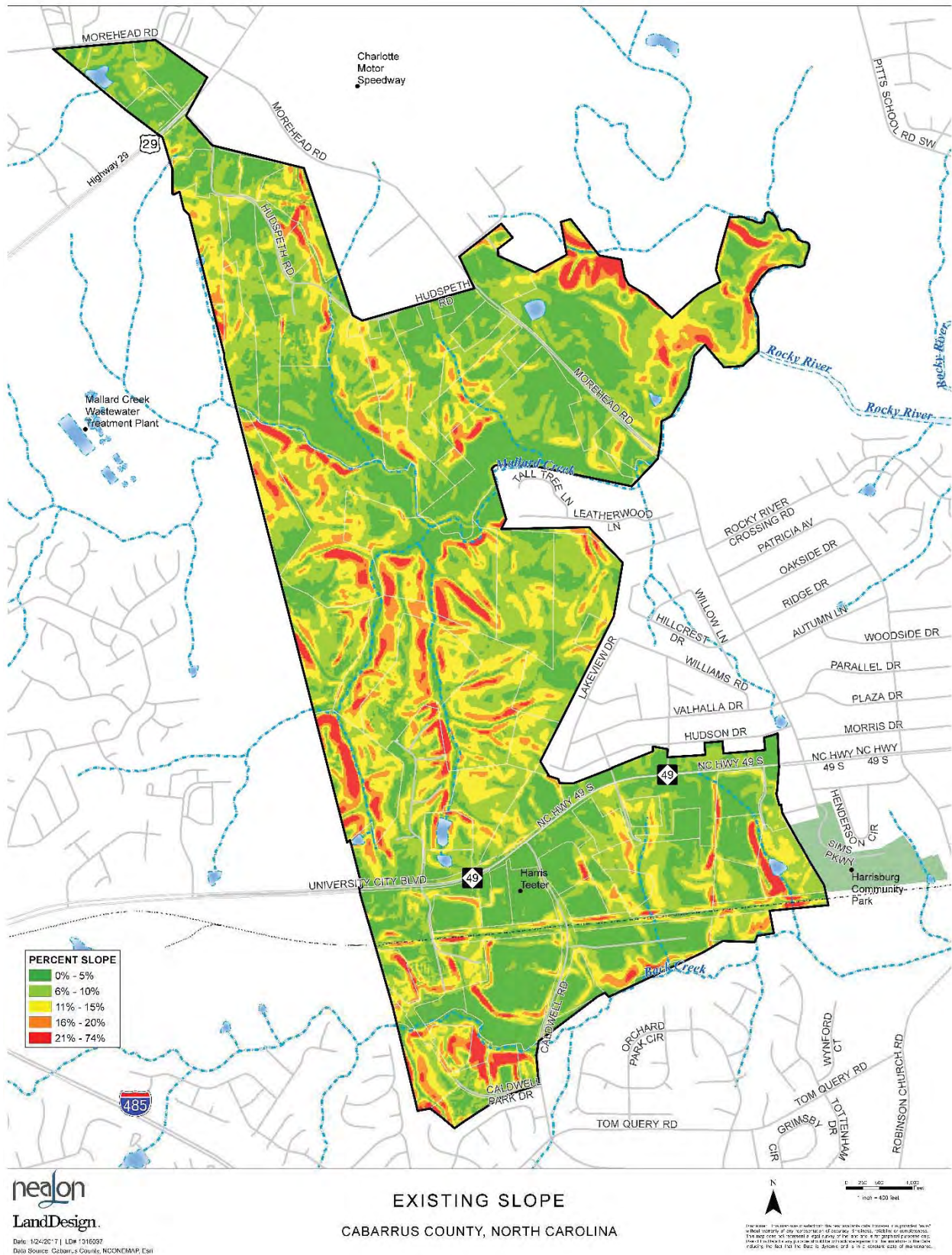
Date: 11/02/2016 | LDR 10/19/2017
Data Source: Cabarrus County, FICONEMAP, Esri

NATURAL RESOURCES & FEATURES HARRISBURG, NORTH CAROLINA



0 200 400 Feet
1 inch = 400 feet

Disclaimer: This map was created with the best available data. However, it is provided "as is" without warranty. The user assumes all liability for any use of this map. This map does not represent a legal survey of the land and is for informational purposes only. Use of this data for any purpose other than that intended by the data provider is at the user's risk. The data is dynamic and is in a standard scale of measurements.

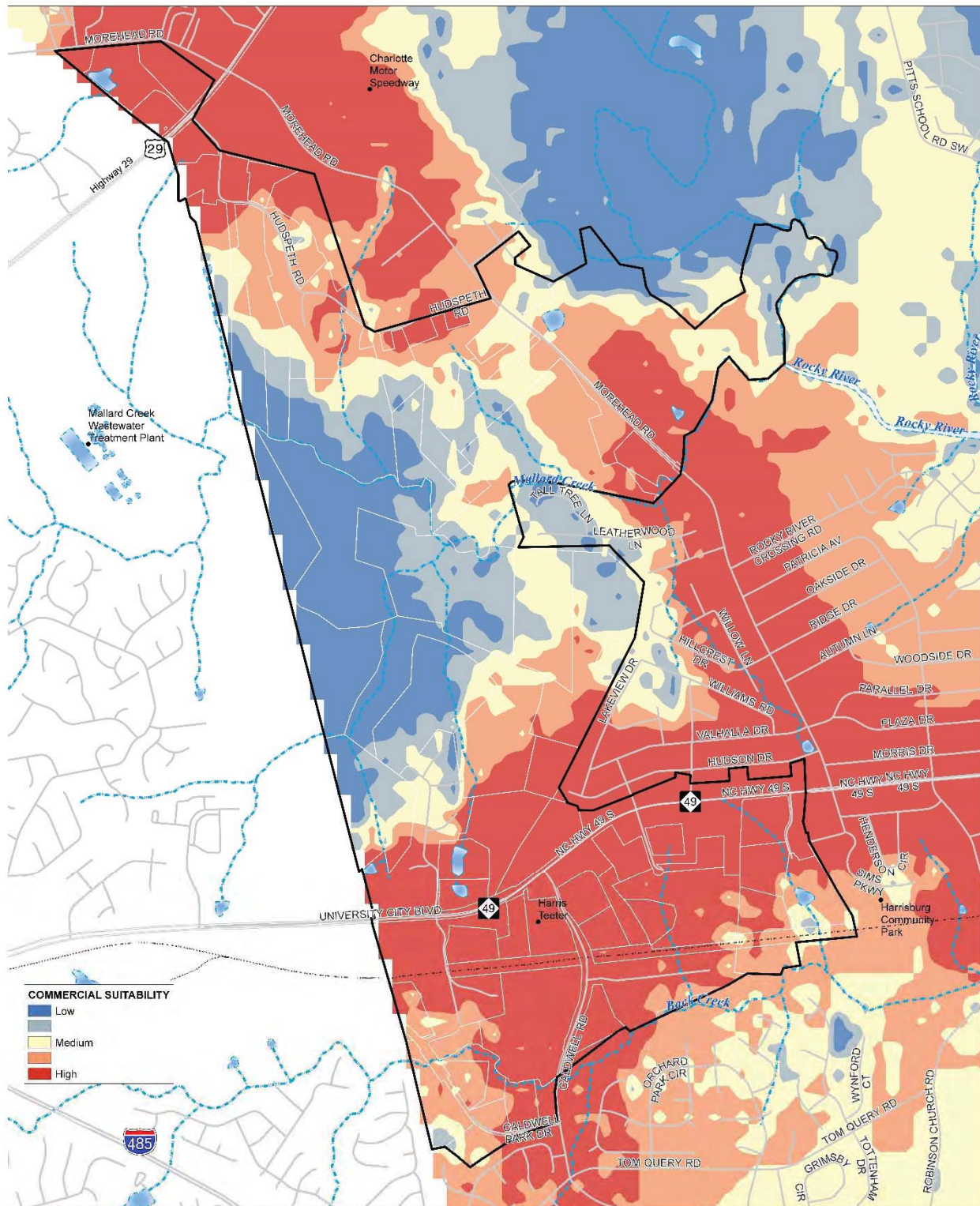




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LandDesign.

Date: 1/24/2017 | LD# 1316037
Data Source: Cabarrus County, NCONEMAP, Esri

DISCLAIMER: This survey was conducted by the two authors solely for research purposes. It is provided "as is" without warranty of any representation of accuracy, timeliness, reliability or completeness. This map does not represent a legal survey of the land and is for general purposes only. Therefore, neither the authors nor the publisher shall be held responsible for any damages or liabilities that may result from the use of the information provided by this survey. Data is derived from a secondary source of information.



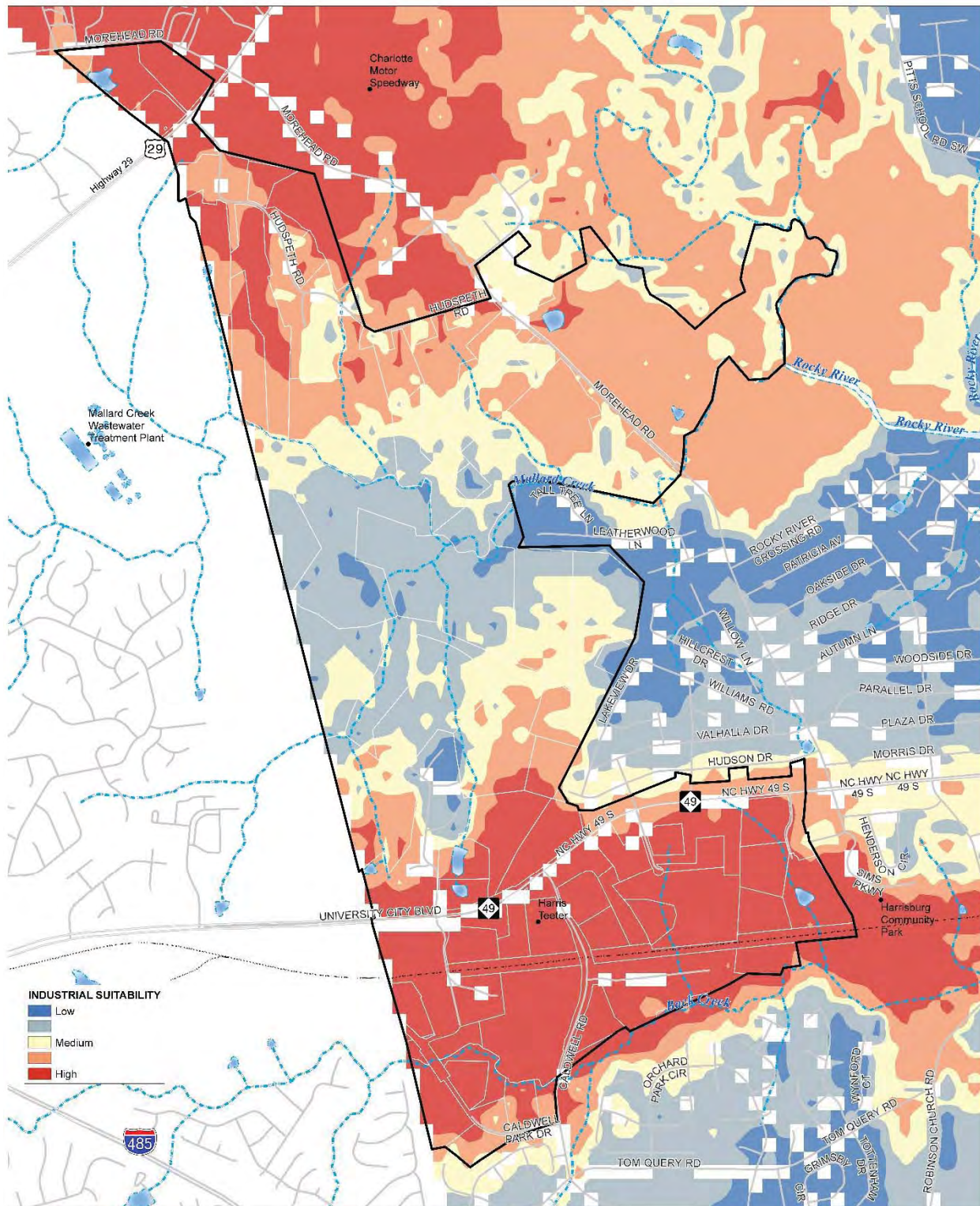
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LandDesign.

Date: 12/4/2017 1:10 PM
Data Source: Cabarrus County, NCDCMAP, Esri

COMMERCIAL SUITABILITY CABARRUS COUNTY, NORTH CAROLINA

0 250 500 1000 Feet
1 inch = 400 feet

Disclaimer: This map was prepared by nealon LandDesign, Inc. and is not intended to be used as a legal document. It is not a warranty, representation, or guarantee of any kind. The map is provided as a general guide only. The map is not intended to be used as a legal document. It is not a warranty, representation, or guarantee of any kind. The map is provided as a general guide only.



nealon
LandDesign
Date: 12/4/2017 LID: 1316037
Data Source: Cabarrus County, NCDOTMAP, Esri

N
0 250 500 Feet
1 inch = 400 feet
This map is a representation of the data as it was collected. It is not a warranty of accuracy. The map is not intended to be used for any purpose other than the one for which it was created. The map is not intended to be used for any purpose other than the one for which it was created.

Appendix B: Community Input Summary

The involvement of the community in the creation of the Morehead West Area Plan was crucial. Through the thoughtful input of citizens, business owners, property owners, and other stakeholders, a vision for the future of the area emerged. The Plan communicates their expectations, providing the guidance needed to inform Town and County leaders' decisions pertaining to land use, conservation, and investments in infrastructure and services to support desired development.

The following summarizes the mechanisms employed to obtain input as well as some of the results of each.

Stakeholders Interviews

Early in the planning process, the project team held interviews with small groups of people who, because of their knowledge of the existing conditions or direct experience working with relevant information, could speak to the very specific issues and opportunities of the area. In combination with a review of data and tours of the study area, the project team utilized input to verify and further synthesize data. A total of 46 people attended the interviews, which were held over a period of two days. The interview topics included neighborhoods; transportation; open space, environment, and parks and recreation; utilities; real estate, development, and land ownership; business and economic development. Consistent themes across all interviews included the following:

- Quality – The quality of future development is as important as the type of development.
- Jobs – More jobs are needed in Harrisburg to increase in-town employment opportunities for residents; shift commuting patterns and reduce traffic issues with a reduction in commuting; and provide more daytime population to support the retail and restaurant uses desired.
- Housing – More housing suitable for people over 55 should be available in the future.
- Environment – Conservation of valuable natural features is important.
- Traffic – Traffic issues need to be addressed, particularly on NC-49 and Morehead Road, with improvements that include the extension of Caldwell Road to US-29.
- Recreation – Trails and passive recreation should be part of the recreation options in the area.
- Entertainment – Dining and family-oriented entertainment should be components of the land use mix.

A complete list of interviewees organized by topic is available through the Town's Planning and Zoning Department upon request.

Community Meetings

Two public meetings were held during the planning process. The first meeting, held on June 22, 2016, summarized the major issues and opportunities, and included initial land use plan ideas. Attendees provided feedback and shared ideas that were used to formulate a more details future land use vision. On September 6, 2016, the second meeting was held to present the draft future land use plan as well as preliminary policy recommendations. Input received help refine the Future Land Use Plan map and guided the formulation of implementation strategies to support the policy recommendations.

Community Survey

A qualitative survey was made available on the Town's website to gather input to supplement the ideas and concerns raised at the first community meeting. A total of 176 people responded to the survey. The open-ended responses indicated a preference for little or no development, which seemed to be stemming from concerns about school overcrowding, traffic, and loss of green space. The responses also revealed that, if the area is to develop, there is a strong preference for restaurants, shopping, and recreation throughout the area. There is support for more business, industrial, and office uses along and south of NC-49. Also, more than 50% of respondents strongly agreed that greenway trail development should be a priority for recreation and transportation.

A copy of the survey questions and responses are available through the Town's Planning and Zoning Department upon request.

“currently underutilized” “more restaurants and shops” “we should be focused on professional services” “high density residential if high end” “need more business” “similar to Afton Village” “family-oriented activities” “too rural” “business development is needed” “need greenways” “think restaurants, shops, entertainment” “undeveloped...provides no use” “balanced approach” “taxes generated could be used to better the community” “some housing” “upscale” “could use a lot of development to make it more appealing”

Appendix C: Retail Demand Analysis

(Prepared by Noell Consulting, February 2017)

HARRISBURG RETAIL DEMAND ANALYSIS

Estimated Retail Demand Potential in the Harrisburg Area- 2017

Store Type (excl. Autos & Gas)	Local Expenditure Potential ¹	Per Capita	Est. Sales/ SF	Demand Potential (inc outside demand)	Area Employee Expend
<i>2017 Population, Trade Area</i>	19,645				3,837
Furniture and Home Furnishings	\$7,010,907	\$357	\$215	32,637	
Furniture Stores	\$3,742,258	\$190	\$264	17,010	
Home Furnishing Stores	\$3,268,649	\$166	\$251	15,627	
Electronics & Appliance Stores	\$5,819,480	\$296	\$358	19,534	
Bldg Mats., Garden Equip	\$8,758,275	\$446	\$311	28,159	
Bldg Materials & Supply Stores	\$5,819,480	\$296	\$321	18,129	
Lawn & Garden Equipment	\$2,938,795	\$150	\$293	10,030	
Food & Beverage Stores	\$42,099,800	\$2,143	\$438	96,062	
Grocery Stores	\$38,189,789	\$1,944	\$455	83,934	11%
Specialty Food Stores	\$1,398,172	\$71	\$241	5,802	5%
Beer, Wine & Liquor Stores	\$2,511,839	\$136	\$397	6,327	
Health & Personal Care	\$20,863,648	\$1,062	\$492	42,435	13%
Clothing & Clothing Accessories	\$15,926,369	\$811	\$319	49,939	
Clothing Stores	\$11,862,363	\$604	\$368	38,682	
Shoe Stores	\$2,168,569	\$110	\$350	7,435	
Jewelry, Luggage & Leather	\$1,895,437	\$96	\$595	3,823	
Sports, Hobby, Book & Music	\$6,668,282	\$339	\$285	23,423	
Sports, Hobby, Musical Inst	\$5,724,996	\$291	\$365	18,822	
Book & Music Stores	\$943,286	\$48	\$246	4,601	
General Merchandise Stores	\$38,384,251	\$1,954	\$201	191,024	
Department Stores (inc. Discount)	\$20,676,243	\$1,052	\$205	121,032	
Other Gen. Merch. Stores	\$17,708,008	\$901	\$253	69,992	
Miscellaneous Store Retailers	\$9,275,204	\$472	\$217	42,673	
Florists	\$460,294	\$23	\$226	2,037	5%
Office Supplies, Station. & Gifts	\$3,075,716	\$157	\$253	12,157	5%
Used Merchandise Stores	\$1,222,881	\$62	\$253	4,834	
Other Misc. Store Retailers	\$4,516,313	\$230	\$191	23,646	
Food Service & Drinking Places	\$32,575,644	\$1,658	\$358	91,026	
Full-Service Restaurants	\$18,551,490	\$944	\$444	50,139	13%
Limited-Service Eating Places	\$12,799,852	\$652	\$333	38,438	28%
Drinking Places	\$1,224,302	\$62	\$500	2,449	
TOTAL	\$187,381,860	\$9,538	\$304	616,912	

While there is unmet demand among a number of real estate categories in Harrisburg (totaling up to 454,000 SF) of unmet demand, it is worth noting that the overwhelming majority of this demand is being met in one of two locations: in University City as well as around Concord Mills and southern Concord. We estimate there is more than 1.77MM square feet of retail space in ZIP 28262 (University City), which does not even fully cover that submarket.

SF Supported by Area Emps.	Demand from All Sources +10%	No. of Retail Emps	SF per Emp.	Est. Supply	Net Demand	Store Types w/ Pos Dmd	28262 Retail Supply
0	35,901	0		0	35,901	35,901	225,500
	18,711	0	500	0	18,711	18,711	212,500
	17,190	0	500	0	17,190	17,190	13,000
0	21,487	0	500	0	21,487	21,487	10,750
0	30,975	15		14,500	16,475	16,475	6,500
	19,942	15	1,000	14,500	5,442	5,442	6,500
	11,033	0	500	0	11,033	11,033	0
1,860	107,714	235		117,250	-9,536	10,154	119,000
1,803	94,311	228	500	114,000	-19,689		97,500
57	6,444	7	500	3,250	3,194	3,194	11,750
	6,960	0	500	0	6,960	6,960	9,750
1,077	47,863	54	500	26,750	21,113	21,113	122,250
0	54,933	4		2,000	52,933	52,933	160,000
	42,550	4	500	2,000	40,550	40,550	120,250
	8,179	0	500	0	8,179	8,179	39,750
	4,205	0	500	0	4,205	4,205	0
0	25,766	2		1,000	24,766	24,766	76,250
	20,704	2	500	1,000	19,704	19,704	59,250
	5,062	0	500	0	5,062	5,062	17,000
0	210,126	13		13,000	197,126	197,126	610,000
	133,135	0	800	0	133,135	133,135	120,000
	76,991	13	1,000	13,000	63,991	63,991	490,000
139	47,093	22		10,750	36,343	37,330	85,000
20	2,262	7	500	3,250	-988		3,250
119	13,503	13	500	6,500	7,003	7,003	25,500
	5,317	2	500	1,000	4,317	4,317	37,250
	26,010	0	500	0	26,010	26,010	19,000
3,163	103,608	495		66,800	36,808	36,808	313,150
1,061	56,320	158	150	23,700	32,620	32,620	204,000
2,102	44,594	324	125	40,500	4,094	4,094	96,750
	2,693	13	200	2,600	93	93	12,400
6,239	685,466	838		252,050	433,416	454,094	1,728,400

Nearly one-third of this demand is for department and discount department stores, a store type that prefers higher traffic, highly accessible locations such as those along area freeways and/or destination locations, such as University Place, Belgate, and Concord Mills.



**THE PLAN WAS PREPARED WITH
ASSISTANCE FROM:**



Nealon Planning, PLLC
Hickory, NC
nealonplanning.com

IN ASSOCIATION WITH:

LandDesign, Inc.
Charlotte, NC
landdesign.com

VHB, Inc.
Raleigh, NC
vhb.com

Noell Consulting Group
Atlanta, GA
noellconsulting.com



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

MAY 1, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at May 15, 2017 Meeting

SUBJECT:

Planning and Development - Proposed Text Amendments

BRIEF SUMMARY:

The text amendments to the Cabarrus County Development Ordinance are attached. The proposed changes relate to the following:

TEXT2017-00001-Chapter 6, General Requirements, Exceptions and Modifications. Add standalone solar panel as accessory use, correct typo referencing Chapter 5 for accessory building standards, add site triangle figure.

TEXT2017-00002- Chapter 7, Permitted Based on Standards and Chapter 2, Rules of Construction and Definitions. Proposed modification to #8 Bed and Breakfast, clarification to definition in Chapter 2.

TEXT2017-00003-Chapter 8, Conditional Uses. Proposed changes to standards for #21 Reception Facilities, correct typo related to vote requirement for conditional use permit to be issued, proposed change to cell tower standards to allow the company that constructs the tower to bond the overall tower for expected build out.

TEXT2017-00004-Chapter 7, Permitted Based on Standards. Consider adding new type of use called Permanent Temporary Event Facility to Chapter 7, Chapter 2 Rules of Construction and Definitions, and Chapter 3 Establishment of Zones. Deletions are in strikeout text. Additions and corrections are in red text.

The proposed amendments have been reviewed and approved by the

Text Amendment Committee and by Legal. The Planning and Zoning Commission voted unanimously on April 11, 2017 to recommend the proposed amendments to the Board of Commissioners for final consideration. The Board of Commissioners will need to hold a public hearing as part of the consideration of the proposed amendments.

REQUESTED ACTION:

Hold a public hearing.

Motion to adopt the proposed text amendments TEXT2017-00001, 00002, 00003 and 00004.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Susie Morris, AICP, CFM CZO
Planning and Zoning Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Ordinance for Temp Event Permanent Use](#)
 - ☐ [B&B Ordinance](#)
 - ☐ [chapter 6 ordinance](#)
 - ☐ [chapter 8 ordinance](#)
-



Planning and Development Department

To: Cabarrus County Board of Commissioners

From: Kelly Sifford, Planning and Development Director

Re: Proposed Text Amendments

Date: April 26, 2017

Staff has been working with the text amendment committee to produce text amendment changes for the Cabarrus County Development Ordinance. The affected sections are listed below:

- A. TEXT 2017-00001-** Chapter 6, General Requirements, Exceptions and Modifications
- B. TEXT2017-00002** – Chapter 7, Permitted Based on Standards #8 Bed and Breakfast and Chapter 2, Rules of Construction and Definitions
- C. TEXT2017-00003** – Chapter 8, Conditional Uses #21 Receptions Facilities
- D. TEXT2017-00004** – Chapter 7, Permanent Temporary Event Facility (Open Air), Chapter 2 Rules of Construction and Definitions, Chapter 3 Establishment of Zones

The changes include corrections to typographical errors, requested changes to the Bed and Breakfast, Reception Facilities, and Permanent Temporary Event Facility development standards. The proposed amendments are attempts to provide some flexibility in the standards, address gaps in the standards and clarify existing standards. The Planning and Zoning Commission approved the changes on April 11th, 2017 at their regular meeting.

AN ORDINANCE AMENDING THE CABARRUS COUNTY DEVELOPMENT ORDINANCE

TEXT2017-00004

BE IT ORDAINED that the Cabarrus Development Ordinance is hereby amended as follows:

ADD the following definition to **CHAPTER 2, RULES OF CONSTRUCTION AND DEFINITIONS**

Permanent Temporary Event Facility

A permanent site intended to accommodate uses that are typically held outdoors and temporary in nature, such as festivals, car shows, RV shows, circuses, fairs, craft fairs, concerts, fund raising events, etc. and includes customary and incidental uses related thereto.

AMEND CHAPTER 3 TEXT AND PERMITTED USE TABLE TO ADD

Permanent Temporary Event Facility as a use permitted based on standards in the General Commercial zoning district

ADD the following as a NEW USE to CHAPTER 7, PERMITTED BASED ON STANDARDS

Permanent Temporary Event Facility

1. The site must be a minimum of 10 acres.
2. The site must be located off of, and have direct access to, a major or minor thoroughfare.
3. The site must have at least one permanent building that supports typical and customary uses accommodated on the site. Examples include enclosed event space, a catering kitchen, snack bar or pavilion. Permanent restroom facilities shall be incorporated into this building.
4. Minimum parking requirements for ADA parking on the site shall be met and shall include walkways for patrons to access the event site.
 - a. These parking spaces and walkways may be surfaced with asphalt, concrete, brick, pavers, crushed stone, compacted earth or an equivalent material, such as a stabilizer solution that can be mixed with crushed aggregate that is considered acceptable for pedestrian and ADA access. All surfaces should be firm and stable.
 - b. To the greatest extent possible, the site shall comply with the Americans with Disabilities Act as it relates to outdoor developed Areas.
5. If the site will not be used on a weekly basis, the required number of parking spaces, not including the required Handicapped Parking Spaces, may be turf. Perimeter and interior parking lot landscape requirements and parking requirements as outlined in the Commercial Design Standards related to parking areas, shall not apply to turf parking areas.
6. All trash facilities, dumpsters and/or bathroom facilities shall be located at least 100 feet from any property line. This includes any additional dumpsters or temporary bathroom facilities used for events.
7. Signage shall be permitted in accordance with Chapter 11, Table 11-1, Standards for Permanent Signage in the GC district, Combined Development standards.

8. Temporary tents, stages and other temporary structures may be used on the site for events and vendors. Required permits and inspections must be secured from the Cabarrus County Fire Marshal's office and/or Construction Standards.
9. Alcohol sales is prohibited unless otherwise permitted by state law.
10. On site emergency personnel may be required as determined by the Fire Code for Special Events.

BE IT ALSO ORDAINED that the Cabarrus County Development Ordinance is hereby amended as follows:

RENUMBER AND REVISE the Table of Contents and page numbers in the Cabarrus County Development Ordinance to correspond to the text changes as needed.

Adopted this _____ day of _____ by the Cabarrus County Board of Commissioners.

Stephen M. Morris, Chairman

Cabarrus County Board of Commissioners

ATTEST:

Megan I. Smit, Clerk to the Board

**AN ORDINANCE AMENDING THE CABARRUS COUNTY DEVELOPMENT ORDINANCE
TEXT2017-00002**

BE IT ORDAINED that the Cabarrus Development Ordinance is hereby amended as follows:

AMEND CHAPTER 7, PERFORMANCE BASED STANDARDS, #8-BED AND BREAKFAST AS FOLLOWS:

Bed and Breakfast

Agricultural/Open, Countryside Residential, Low Density Residential, Medium Density Residential, High Density Residential/Mixed Use, Office/Limited Commercial districts

- a. **In the AO, CR and LDR zoning districts, the lot size shall meet or exceed the conventional subdivision standards. For MDR, LDR and HDR zoning districts, the minimum lot size shall be at least one acre.**
- b. Any area to be used ~~as a party, for guest receptions or garden,~~ **for** parking or other guest amenity areas **such as gardens, patios or outdoor guest reception areas** shall be located a minimum of 100 feet from the property line of any residentially zoned or used property.
- c. Must provide at a minimum one parking space per guest bedroom and one parking space for each ~~two~~ employee **and the owner(s).**
- d. The facility must provide a level three buffer yard as described in Chapter Nine, Landscaping & Buffer Requirements on all sides of the parking lot which abut public rights-of-way.

AMEND CHAPTER 2, RULES OF CONSTRUCTION AND DEFINITIONS AS FOLLOWS:

BED AND BREAKFAST - A business of not more than 12 guest rooms that offers bed and breakfast accommodations to at least nine but not more than 23 persons per night for a period of less than one week, and that:

- a. Does not serve food or drink to the general public for pay;
- b. Serves only the breakfast meal, and that meal is served only to overnight guests of the business;
- c. Includes the price of breakfast in the room rate; and
- d. Is the permanent residence of the owner or the manager of the business

A bed and breakfast shall not operate as a reception facility.

BE IT ALSO ORDAINED that the Cabarrus County Development Ordinance is hereby amended as follows:

RENUMBER AND REVISE the Table of Contents and page numbers in the Cabarrus County Development Ordinance to correspond to the text changes as needed.

Adopted this _____ day of _____ by the Cabarrus County Board of Commissioners.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

ATTEST:

Megan I. Smit, Clerk to the Board

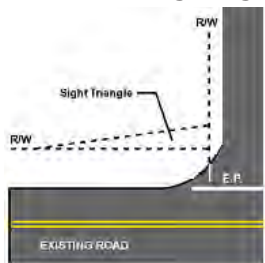
**AN ORDINANCE AMENDING THE CABARRUS COUNTY DEVELOPMENT ORDINANCE
TEXT2017-00001**

BE IT ORDAINED that the Cabarrus Development Ordinance is hereby amended as follows:

ADD the following to **CHAPTER 6, GENERAL REQUIREMENTS, EXCEPTIONS AND MODIFICATIONS**

Sections 6-8 Visibility at intersections

ADD site triangle figure below for further clarification



REVISE

Section 6-12 Antennae and Standalone Mounted Solar Panels to be treated as accessory building use for setbacks

Antennae and **Standalone Mounted Solar Panels** are subject to the same placement requirements as accessory ~~uses~~ **buildings** within each zoning district as set forth in **Chapter 7, Section 7-3 #1, Accessory Building, Accessory Dwelling Unit and Swimming Pools Accessory to Single Family Residential. Chapter Five** of this Ordinance. ~~When, however, antenna placement based on accessory setback requirements precludes the development of a viable reception window, the Zoning Administrator may authorize placement otherwise, based on reception window only.~~

BE IT ALSO ORDAINED that the Cabarrus County Development Ordinance is hereby amended as follows:

RENUMBER AND REVISE the Table of Contents and page numbers in the Cabarrus County Development Ordinance to correspond to the text changes.

Adopted this _____ day of _____ by the Cabarrus County Board of Commissioners.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

ATTEST:

Megan I. Smit, Clerk to the Board

AN ORDINANCE AMENDING THE CABARRUS COUNTY DEVELOPMENT ORDINANCE
TEXT2017-00003

BE IT ORDAINED that the Cabarrus Development Ordinance is hereby amended as follows:

AMEND CHAPTER 8, CONDITIONAL USES #21 RECEPTION FACILITIES AS FOLLOWS:

Reception Facilities

Agricultural Open and Countryside Residential districts

- a. A complete description of the facility including but not limited to:
 - 1. Types of events
 - 2. Days and hours of operation
 - 3. Projected number of users per weekday and weekend days, with the maximum number expected at any one event
 - 4. ~~Total number of seats~~ capacity for the venue
 - 5. Types of accessory uses, if any, envisioned on the site (includes any accessory structures)
 - 6. Total number of employees, both full-time and part-time.
 - 7. Any and all other relevant information that will help describe the facility
 - 8. Building elevations for all permanent structures to be used to accommodate receptions and/or events on the site
- b. The minimum size of the proposed site shall be based on the following ~~contain at least five ten~~ acres:

Capacity	Minimum Acreage Required
Up to 100 guests	5
101-200 guests	7.5
201-300 or more guests	10

- c. A residential structure that is used for a reception facility shall not be altered in any way that changes its general residential appearance. Building height and other dimensional requirements for new construction shall be governed by the zoning district in which the property is located. New construction must meet commercial design standards.
- d. All structures, viewing areas, seating and parking areas shall be set back at least one two hundred (~~100 200~~) feet from any street or property line.
 - a. When a site contains existing vegetation that will remain undisturbed and creates complete visual separation and serves to abate noise levels, the Board of Adjustment, as part of the Conditional Use Permit consideration process, may reduce the required setbacks of 200 feet to no less than 100 feet.
 - i. If the applicant proposes to use this provision, following shall be provided as part of the conditional use permit application:
 - 1. Tree survey showing existing vegetation
 - 2. Landscape plan that provides supplemental plantings as needed to fill gaps that may exist
 - b. When the applicant demonstrates to the Board of Adjustment that the existing vegetation meets the intent of the buffer requirement this area may be used to satisfy the buffer requirement of standard "h" of this section.
- e. Where waterbodies exist on or near the property, additional setbacks may be required. See Chapter 4, Waterbody Buffer Zone.
- f. Outdoor lights must be shielded to direct light and glare only onto the facilities' premises but may be of sufficient intensity to discourage vandalism and theft. Lighting and glare must be deflected, shaded and focused away from any adjoining properties.
- g. Maximum permitted noise levels may be established in order to protect adjacent properties. Any such requirement will be made a part of the conditional use permit which may also specify the measures to be taken to control noise, including but not limited to muting, special landscape treatment and berms.
- h. In the event the facility abuts residentially used or zoned property, Level Two buffering must be implemented. See Chapter 9, Landscaping and Buffer Requirements.
- i. The parcel must have frontage on, or have direct access to, a NCDOT maintained road or a privately maintained paved street. Proposed access points on NCDOT roads must be approved by NCDOT. In the event that a privately maintained street is used to gain entry to the site, the applicant shall provide documentation from the private road owner(s) that access to the site for events is permitted.
- j. The facility must provide two parking spaces for the owner/operator, plus one for every four persons in attendance at events. Service providers (staff, caterers, etc.) should be included

in this calculation at a rate of one for each employee or contracted staff member. The parking area shall remain grassed (no impervious coverage). However, handicap accessible parking is required to be an improved/hard, stable surface and to meet requirements of the North Carolina State Accessibility Code and Section 10-5.3 of this Ordinance. No on-street parking is permitted.

- k. Other than as part of the reception events, no meals shall be served to the general public on the site.
- l. The following accessory uses may be permitted as incidental to the facility and limited to the patrons of the principal use:

- ~~o Playground~~
- ~~o Bathroom facilities~~
- ~~o Aesthetic (gazebo, barn, etc.) features~~
- o Amenity areas, gardens, gazebos
- o Temporary tents shall be allowed for no more than 180 days in a calendar year. Tents may not exceed the square footage of the largest primary structure and must be shown on the site plan. Applicant must procure all necessary permits from the Cabarrus County Fire Marshal's Office for temporary tents.

- m. Signs for Reception Facilities shall meet the requirements of Chapter 11 (Standards for Permanent Signage in Residential Districts) of the Cabarrus County Zoning Ordinance

AMEND CHAPTER 8, SECTION 8-3 PETITIONING FOR A CONDITIONAL USE AS FOLLOWS:

Section 8-3 Petitioning for a Conditional Use

Because of their potential for affecting neighboring landowners, conditional uses warrant review in a public forum. The Planning and Zoning Commission, acting as Board of Adjustment, hears the request for a conditional use permit. ~~Eighty percent~~ **A simple majority vote by the Commission members present and not excused from voting must vote in favor of the use and is required for the** issuance of a conditional use permit. If a conditional use permit request is denied by the Board of Adjustment, the applicant may appeal the decision to the Superior Court of Cabarrus County, North Carolina.

AMEND CHAPTER 8, #36, Wireless Telecommunications Services, Section 11 Removal of Abandoned Antennas and Towers to read as follows:

~~The company that is constructing and leasing the tower shall provide a performance bond shall be set for 1.25 times the estimated cost of the removal of all the towers, antennas, and any accessory equipment or structures that are approved~~ **anticipated to be located on the site at build out.** The performance bond shall be filed prior to issuance of a zoning clearance permit. This amount will be determined by a removal company and certified by a North Carolina licensed engineer. For every year following approval, the bond shall increase by an inflation factor based upon the Consumer Price Index (CPI) Index. A revised bond shall be provided every 5th year that a tower is in place.

BE IT ALSO ORDAINED that the Cabarrus County Development Ordinance is hereby amended as follows:

RENUMBER AND REVISE the Table of Contents and page numbers in the Cabarrus County Development Ordinance to correspond to the text changes as needed.

Adopted this _____ day of _____ by the Cabarrus County Board of Commissioners.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

ATTEST:

Megan I. Smit, Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

MAY 1, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at May 15, 2017 Meeting

SUBJECT:

Tax Administration - Collection Agreement with the City of Concord

BRIEF SUMMARY:

Tax Administration staff have been working with the City of Concord to explore the consolidation of tax collection. The County currently collects for all jurisdictions except Concord. Bringing Concord's tax collection under the County, citizens will receive a single statement and be able to pay their taxes with one check. This would also simplify delinquent tax collection and avoid a duplication of effort, as the County and the City currently collect all outstanding taxes for the same citizens.

The County Attorney is working with Concord to draft an agreement. The Concord City Council is slated to consider this proposal at their June meeting.

REQUESTED ACTION:

Motion to approve the collection of City of Concord taxes and authorize the County Manager and County Attorney to execute the agreement, subject to approval by the City of Concord, and subject to review or revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Eddie Mitchum, Tax Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



TAX ADMINISTRATION

MEMO

To: Board of Commissioners
Mike Downs, County Manager

From: R. Eddie Mitchum, Tax Administrator

Date: May 1, 2017

Subject: Collection Agreement with the City of Concord

This memo is to provide information on the proposal to collect taxes for the City of Concord.

Currently Cabarrus County collects for Kannapolis, Mount Pleasant, Midland, Locust and Harrisburg. Consolidation of the delinquent collection efforts will eliminate the duplication of efforts and result in only one set of fees for those accounts thus easing the burden for those citizens. One tax statement will include all taxes and a single point of payment.

Both the County attorney and City attorney are working on an agreement that is mutually acceptable.



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

**MAY 15, 2017
6:30 P.M.**

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

GIRL SCOUT BROWNIE AND DAISY TROOP 1584
HARVEST HARRISBURG CHURCH

INVOCATION

PASTOR MARK ERICSON
SAINT JOHN'S LUTHERAN CHURCH

A. APPROVAL OR CORRECTION OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Human Resources - Recognition of Richard Valentine on His Retirement from Cabarrus County Department of Human Services
2. Human Resources - Recognition of Teresa Prather on Her Retirement from Cabarrus County Library
3. Cooperative Extension – Recognition of Graduating Cabarrus County Youth Commissioners
4. EMS - Cabarrus County Emergency Services Week Proclamation

5. BOC - Memorial Day Proclamation

D. INFORMAL PUBLIC COMMENTS (Each speaker is limited to 3 minutes)

E. OLD BUSINESS

F. CONSENT AGENDA

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

1. Finance - CCS Agency Agreement New Performance Learning Center
2. Finance - CCS Agency Agreement New High School on Weddington Road
3. Finance - Update of Capital Project Fund Budgets and Related Project Ordinances
4. Human Resources - Springsted Compensation Study Review
5. Infrastructure and Asset Management - Transfer of Surplus Vehicle to Mount Mitchell Fire and Medical
6. Library - Summer Reading Program Fines and Fees Waiver
7. Sheriff's Office - Request to Award a Service Weapon to Deputy Carl Gadd Upon Retirement
8. Tax Administration - Collection Agreement with the City of Concord
9. Tax Administration - Refund and Release Report - April 2017

G. NEW BUSINESS

1. Planning and Development - Proposed Text Amendments - Public Hearing 6:30 P.M.
2. Planning and Development - Morehead West Area Plan - Public Hearing 6:30 P.M.
3. CCS – Funding Request for New Performance Learning Center Construction and Site Purchase
4. County Manager - Amendment to Chapter 50 of the Cabarrus County Code of Ordinances - Public Hearing 6:30 P.M.
5. Finance - Installment Financing Contract for Various School and County Projects - Public Hearing 6:30 P.M.
6. County Attorney – Request for Refund of Portion of Excise Tax on Real Property Transfer – Hearing 6:30 P.M.
7. Active Living and Parks - Youth Athletic Co-Sponsorship Agreement
8. County Manager - Presentation of the Proposed FY18 Cabarrus County Budget and Scheduling of a Public Hearing

H. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Appointments and Removals - Active Living and Parks Commission
2. Appointments and Removals - Cabarrus County Youth Commission
3. Appointments and Removals - Human Services Advisory Board
4. Appointments - Transportation Advisory Board

I. REPORTS

1. County Manager - Monthly New Development Report
2. County Manager - Monthly Reports on Building Activity
3. EDC - April 2017 Monthly Summary Report
4. Finance - Monthly Financial Update
5. Sheriff's Office – Quarterly Report
6. BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees
7. Request for Applications for County Boards/Committees

J. GENERAL COMMENTS BY BOARD MEMBERS

K. WATER & SEWER DISTRICT OF CABARRUS COUNTY

L. CLOSED SESSION

M. 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.

Scheduled Meetings:

May 23	Budget Meeting	4:00 p.m.	Multipurpose Room
May 25	Budget Meeting	4:00 p.m.	Multipurpose Room
June 5	Work Session	4:00 p.m.	Multipurpose Room
June 19	Regular Meeting	6:30 p.m.	BOC Meeting Room
July 3	Work Session	4:00 p.m.	Multipurpose Room
July 17	Regular Meeting	6:30 p.m.	BOC Meeting Room

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

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

Channel 22 Broadcast Schedule

Cabarrus County Board of Commissioners' Meetings

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

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



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

MAY 1, 2017
4:00 P.M.

AGENDA CATEGORY:

Closed Session

SUBJECT:

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

BRIEF SUMMARY:

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

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
