

CABARRUS COUNTY BOARD OF COMMISSIONERS

WORK SESSION JUNE 5, 2017 4:00 P.M.

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA – CHAIRMAN

2.1 Including Changes to the Agenda Pg. 199

3. DISCUSSION ITEMS – NO ACTION

4. DISCUSSION ITEMS FOR ACTION AT JUNE 19, 2017 MEETING

- 4.1 Infrastructure and Asset Management Wireless Tower at CCS Transportation Department Pg. 2
- 4.2 County Manager Proposed T-Mobile Lease at Kannapolis Middle School Pg. 13
- 4.3 County Manager Cooperative Extension ADA Bathrooms and Furniture for County Departments Budget Revision Pg. 33
- 4.4 County Manager Purchase of Overflow Parking Lot Property at Concord Senior Center Pg. 39
- 4.5 County Manager Duke Energy Easement Approval Pg. 45
- 4.6 County Manager Duke Energy Easement at Royal Oaks Elementary School Pg. 52
- 4.7 County Manager Resolution in Regards to Safety Improvements to the Intersection of N.C. Highway 3 and Odell School Road Pg. 56
- 4.8 DHS FY18 HCCBG Funding Plan Pg. 65
- 4.9 Finance 2017 and 2018 Limited Obligation Bonds (LOBS) Project Ordinance Updates Pg. 132
- 4.10 Finance Construction and Demolition Landfill Budget Amendment Pg. 141
- 4.11 Finance Health Insurance Fund Budget Amendment Pg. 147
- 4.12 Finance Update of Capital Project Fund Budgets and Related Project Ordinances Pg. 151
- 4.13 Planning and Development HOME Plans and Programs Pg. 176
- 4.14 BOC General Budget Discussion Pg. 193

5. APPROVAL OF REGULAR MEETING AGENDA Pg. 194

6. CLOSED SESSION

6.1 Closed Session – Pending Litigation, Economic Development and Acquisition of Real Estate Pg. 198

7. ADJOURN

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

JUNE 5, 2017 4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 19, 2017 Meeting

SUBJECT:

Infrastructure and Asset Management - Wireless Tower at CCS Transportation Department

BRIEF SUMMARY:

Cabarrus County has been approached by On-Air Wireless Group (representing T-Mobile) to request permission to pursue the design of a wireless tower at the Cabarrus County Schools (CCS) Transportation Department site located at 111 Union Cemetery Rd SW in Concord, NC. Cabarrus County currently owns the property.

County staff's understanding is that the tower would be 160 feet with appurtenances included. Cabarrus County staff has walked the property with On-Air Wireless Group representative, Wes Weber, and On-Air Wireless Group has had the site surveyed. Cabarrus County staff would like to receive input and direction from the Board of Commissioners about this request including any possible conditions required by the Board.

4-1

REQUESTED ACTION:

For discussion at the work session. Provide staff direction.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager Of Operations Wes Webber, On-Air Wireless Group

Page 2

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- □ Coverage Analysis
- □ Survey and Proposed Tower Location



Attachment number 1 \n

5CT1055D Overview

2



\bigcirc	On Air
\bigotimes	Candidate

\bigcirc	Offload
_	

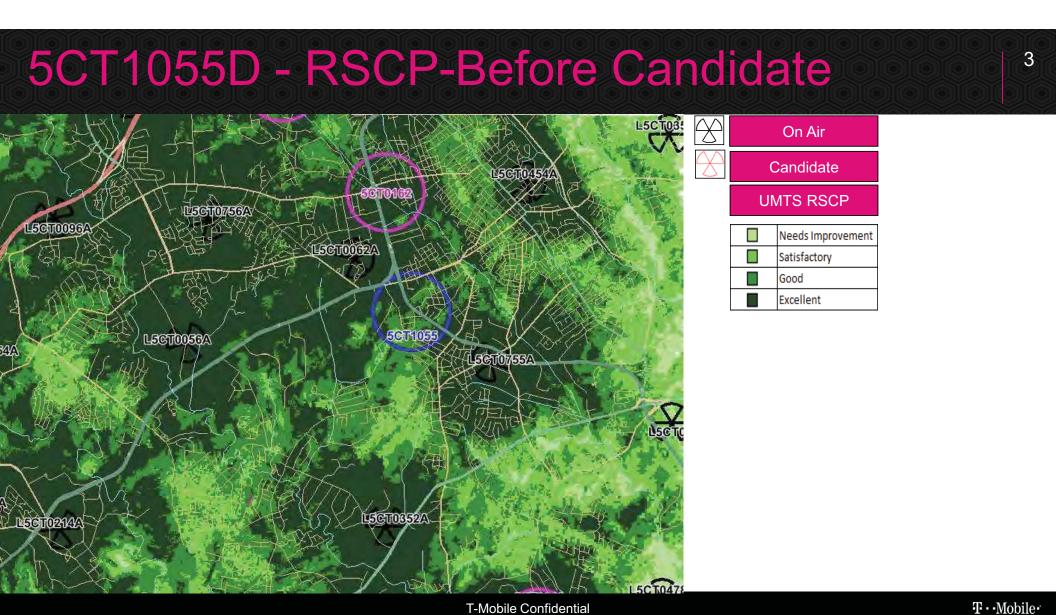
Candidate	Lat	Long	
5CT1055D	35.38899	-80.60252	

Coverage Objective

The primary objective of this site is to relief traffic congestion on neighboring sectors 5CT0062A2 and 5CT0755A3.

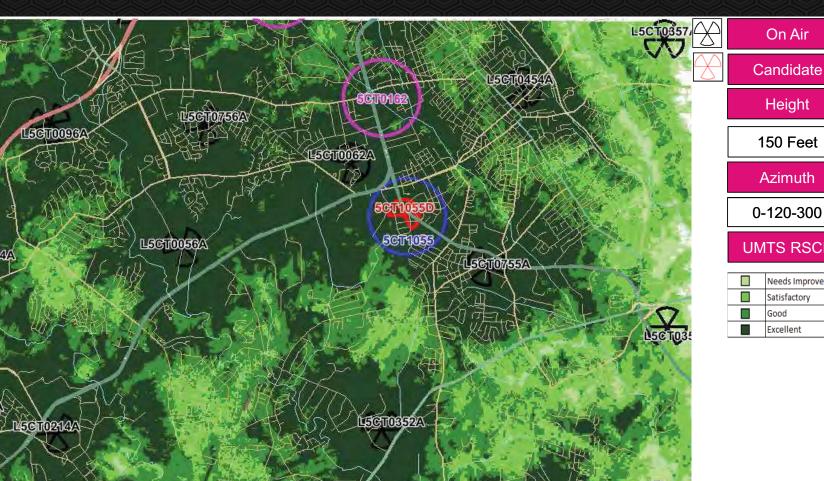
T-Mobile Confidential T · · Mobile ·

Attachment number 1 \n



Attachment number 1 \n

5CT1055D - RSCP-After Candidate



Candidate

Height

UMTS RSCP

	Needs Improvemen
	Satisfactory
	Good
	Excellent

5CT1055D will be an excellent addition in this area. This site will help improve the overall coverage in Union Cemetery rd, Warren Coleman Blvd and Old Charlotte rd. Concord Christian Center -Church, Walgreens pharmacy entire area. In addition, this site will relief traffic congestion on neighboring site/sectors:5CT0062A2 , 5CT0755A3, and customers will experience improved quality of service (Data, Voice & Video).

T-Mobile Confidential

 $\mathbf{T} \cdot \mathbf{Mobile}$

Attachment number 1 \n

5CT04784



POINT TO POINT LAND SURVEYORS, INC. 531 Keisler Drive, Suite 104 Cary, NC 27518 (p) 984.242.0864 (f) 984.242.0866 info@pointtopointsurvey.com www.P2PLS.com

FAA 1-A SURVEY CERTIFICATION

Applicant:	Eco-Site 240 Leigh Farm Road	
	Suite 230	
	Durham, NC 27707	
Site Name:	"Rockland Circle_NC-0028"	
Site Number:	5CT1055	
Site Address:	111 Union Cemetery Rd SW	, Concord, NC 28027
Horizontal Datun	n Source:	
Ground survey		
Vertical Datum S	ource:	
X NAVD 88	☐ NGVD 29 ☐ GPS	survey
Structure Type:		
New Tower	☐ Existing Tower ☐ Roof Top	☐ Water Tank ☐ Light Pole
CENTER OF PRO	POSED LEASE AREA:	
Latitude:		35°23'28.16" NAD 83
Longitude:		-80°36'18.58" NAD 83
Ground Elevation	ı:	730.5 feet AMSL NAVD 88
Proposed Tower	Height:	885.5 feet AMSL NAVD 88
Charles and a service		155.0 feet AGL
Centerline of Pro	posed Antenna:	880.5 feet AMSL NAVD 88
polyanian and and	***************************************	150.0 feet AGL
Proposed Total H	Height Including Appurtenances:	890.5 feet AMSL NAVD 88
12.18.15.02.0.5.0.5.0.0		160.0 feet AGL
CERTIFICATION:	I certify that the latitude of 35°2	23'28.16" and the longitude of
		ontally, and that the site elevation of 730.5
		e horizontal datum (coordinates) are based
	마셨다면 그렇게 다른 이 집에 가다면서 그렇게 되는 하다. 가장 되었다. 하나를 하는 것 같아요? 하나 없었다.	syntaceed in degrees minutes and second

the North American Datum of 1983 (NAD 83) and are expressed in degrees, minutes and seconds to the nearest hundredth of a second. The vertical datum (heights) are based on the North American Vertical Datum of 1988 (NAVD 88) and are determined to the nearest tenth of a foot.

Surveyor Signature/Seal:

Printed Name:

G. Darrell Taylor

Professional Surveyor #:

L-3729

Company:

Point to Point Land Surveyors, Inc.

Phone:

984-242-0864

Date:

April 28, 2017

N170113 - 1A Letter doc

LEASE AREA (AS SURVEYED) ECO-SITE "NC-0028 ROCKLAND CIRCLE" 5CT1055

All that tract or parcel of land lying and being in the City of Concord, Township 11, Cabarrus County, North Carolina, being more particularly described as follows:

To find the point of beginning, commence at a 1-inch open-top pipe found at the southeast corner of the lands of Cabarrus County as shown on recombination plat recorded in Map Book 57 Page 66 in the Office of the Register of Deeds of Cabarrus County, said open-top pipe having a North Carolina state plane coordinate value of N=600863.56, E=1521792.27; thence along a tie line, North 36°23'19" West, 274.35 feet to a point and the true POINT OF BEGINNING; Thence running, North 43°29'58" West, 100.00 feet to a point; Thence, North 46°30'02" East, 100.00 feet to a point; Thence, South 43°29'58" East, 100.00 feet to a point; Thence, South 46°30'02" West, 100.00 feet to a point and the POINT OF BEGINNING.

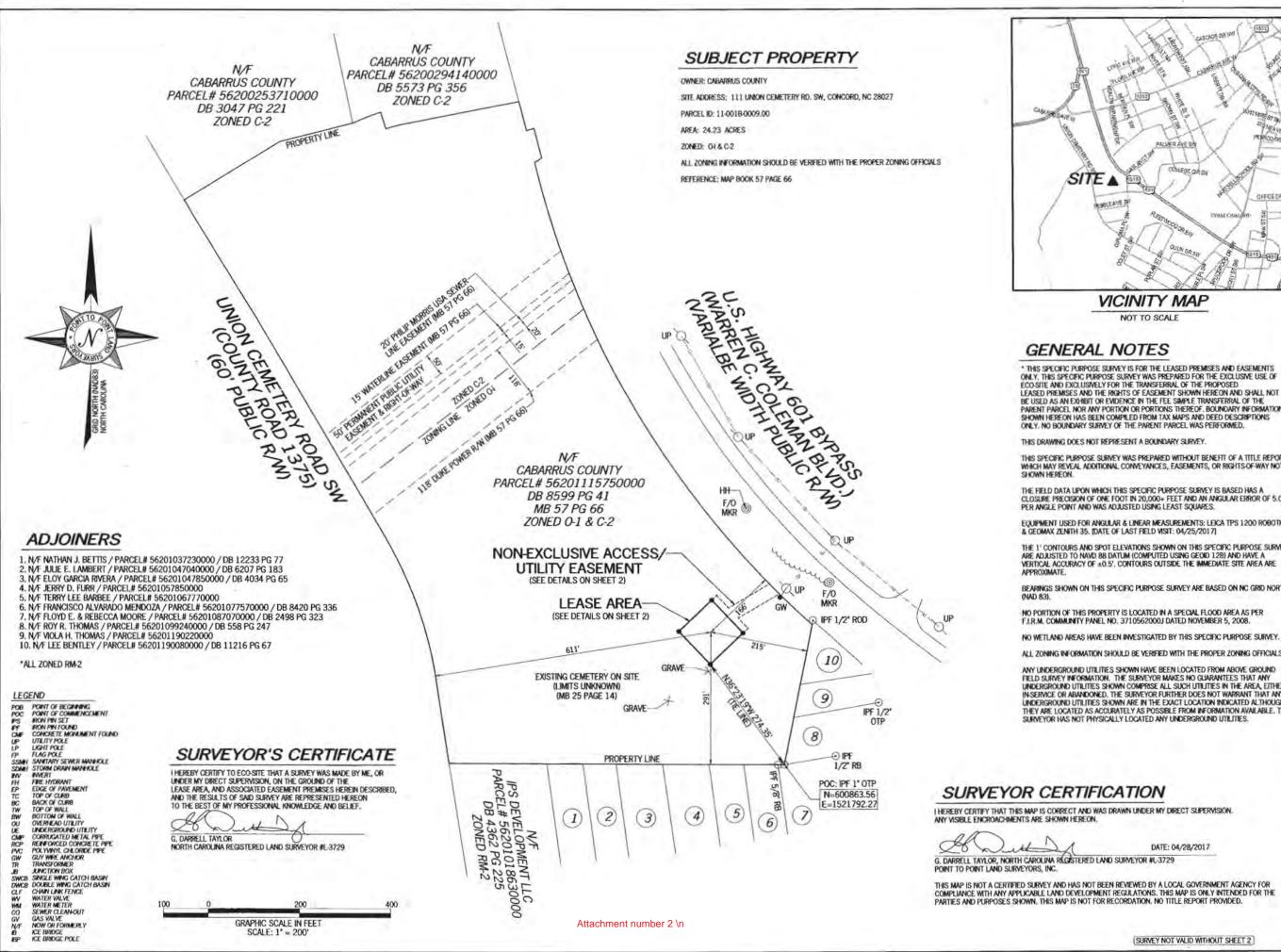
Said tract contains 0.2296 acres (10,000 square feet), more or less, as shown in a survey prepared for Eco-Site by POINT TO POINT LAND SURVEYORS, INC. dated April 28, 2017.

NON-EXCLUSIVE ACCESS/UTILITY EASEMENT (AS SURVEYED) ECO-SITE "NC-0028 ROCKLAND CIRCLE" 5CT1055

Together with a non-exclusive access/utility easement lying and being in the City of Concord, Township 11, Cabarrus County, North Carolina, being more particularly described as follows:

To find the point of beginning, commence at a 1-inch open-top pipe found at the southeast corner of the lands of Cabarrus County as shown on recombination plat recorded in Map Book 57 Page 66 in the Office of the Register of Deeds of Cabarrus County, said open-top pipe having a North Carolina state plane coordinate value of N=600863.56, E=1521792.27: thence along a tie line, North 36°23'19" West, 274.35 feet to a point; thence, North 43°29'58" West, 100.00 feet to a point; thence, North 46°30'02" East, 100.00 feet to a point and the true POINT OF BEGINNING; Thence running, North 46°30'02" East, 15.00 feet to a point; Thence, South 43°29'58" East, 38.09 feet to a point; Thence, North 59°36'57" East, 104.33 feet to a point on the westerly right-of-way line of U.S. Highway 601 Bypass (also known as Warren C. Coleman Boulevard and having a variable width right-of-way); Thence along said westerly right-of-way line of U.S. Highway 601 Bypass, 30.95 feet along the arc of a curve to the left, having a radius of 2013.00 feet and being scribed by a chord bearing, South 44°37'50" East, 30.95 feet to a point; Thence leaving said westerly right-of-way line of U.S. Highway 601 Bypass and running, South 59°36'57" West, 104.95 feet to a point; Thence, South 43°29'58" East, 31.10 feet to a point; Thence, South 46°30'02" West, 15.00 feet to a point; Thence, North 43°29'58" West, 100.00 feet to a point and the POINT OF BEGINNING.

Said tract contains 0.1065 acres (4,638 square feet), more or less, as shown in a survey prepared for Eco-Site by POINT TO POINT LAND SURVEYORS, INC. dated April 28, 2017.



11111111 NOTH CAROL DARRELL

NO. DATE REVISION

OFFICE OF

866.706-9114 (main)

ONLY, THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF ECO-SITE AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE PROPOSED. LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SMPLE TRANSFERRAL OF THE PARENT PARCE. NOR MY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS

THIS SPECIFIC PURPOSE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS OF WAY NOT SHOWN HEREON.

CLOSURE PRECISION OF ONE FOOT IN 20,000+ FEET AND AN ANGULAR ERROR OF 5.0* PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVO 88 DATUM (COMPUTED USING GEOID 128) AND HAVE A VERTICAL ACCURACY OF $\pm 0.5^\circ$, CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON NC GRID NORTH

NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD AREA AS PER F.I.R.M. COMMUNITY PANEL NO. 3710562000J DATED NOVEMBER 5, 2008.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND LITILITIES.

.0864 AND

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SPECIFIC PURPOSE SURVEY PREPARED FOR

240 LEIGH FARM ROAD

SUITE 230 DURHAM, NC 27707

"NC-0028 ROCKLAND CIRCLE"

SITE NO. 5CT1055 CITY OF CONCORD

TOWNSHIP 11 CABARRUS COUNTY NORTH CAROLINA

SHEET

OF 2

DRAWN BY: NRW CHECKED BY: JKL

APPROVED: C. INER DATE: APRIL 28, 2017

2P JOB #: N170113

NON-EXCLUSIVE ACCESS/UTILITY EASEMENT (AS SURVEYED)

TOGETHER WITH A NON-EXCLUSIVE ACCESS/UTILITY EASEMENT LYING AND BEING IN THE CITY OF CONCORD, TOWNSHIP 11, CABARRUS COUNTY, NORTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1-INCH OPEN-TOP PIPE FOUND AT THE SOUTHEAST CORNER OF THE ANDS OF CABARRUS COUNTY AS SHOWN ON RECOMBINATION PLAT RECORDED IN MAP BOOK 57 PAGE 66 IN THE OFFICE OF THE REGISTER OF DEEDS OF CABARRUS COUNTY, SAID OPEN TOP PIPE HAVING A NORTH CAROLINA STATE PLANE COORDINATE VALUE OF N=600863.56, E=1521792.27; THENCE ALONG A TIE LINE, NORTH 36°23'19" WEST, 274.35 FEET TO A POINT; THENCE, NORTH 43°29'58" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 46°30'02° EAST, 100.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, NORTH 46°30'02" EAST, 15.00 FEET TO A POINT; THENCE, SOUTH 43°29'58' EAST, 38.09 FEET TO A POINT; THENCE, NORTH 59°36'57' EAST, 104.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 601 BYPASS (ALSO KNOWN AS WARREN C. COLEMAN BOULEVARD AND HAVING A VARIABLE WIDTH RIGHT-OF-WAY); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 601 BYPASS, 30.95 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2013.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 44°37'50" EAST, 30.95 FEET TO A POINT; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 601 BYPASS AND RUNNING, SOUTH 59°36'57" WEST, 104.95 FEET TO A POINT: THENCE, SOUTH 43°29'58" EAST, 31.10 FEET TO A POINT: THENCE, SOUTH 46°30'02" WEST, 15.00 FEET TO A POINT; THENCE, NORTH 43°29'58" WEST, 100.00 FEET TO A POINT AND THE POINT OF BEGINNING.

TOP OF WAL

750.4

GRAPHIC SCALE IN FEET

SAID TRACT CONTAINS 0.1065 ACRES (4,638 SQUARE FEET), MORE OR LESS.

HICHMAN 1601 BAPASS COLEMAN BLAD 弘 BM: REBAR SET ELEV = 734.2 文 百 3 BOTTOM OF SLOPE 福 \$ NON-EXCLUSIVE ACCESS/ TOP OF STORE UTILITY EASEMENT (AS SURVEYED) 72 (RIGHTS TO BE ACQUIRED) N46°30'02'E CHD=544-37-507E-tc=30.95 15.00 POB: ACCESS-LEASE AREA (AS SURVEYED) (RIGHTS TO BE ACQUIRED) 3°29'58'E 31.10 725

SITE INFORMATION

LATITUDE = 35°23'28.16' (NAD 83) LONGITUDE = -80°36'18,58' (NAD 83)

AT CENTER OF PROPOSED LEASE AREA

POB: LEASE

GRAVE HEADSTONE 743 742 741

Attachment number 2 \n

PROPOSED LEASE AREA = 10,000 SQUARE FEET (0.2296 ACRES)

ELEVATION AT CENTER OF PROPOSED LEASE AREA = 730.5' A.M.S.L.

POR POINT OF BEGINNING
POC POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PS RON PIN SET
PF RON PIN SET
PF RON PIN FOUND
CUST CONCRETE MONUMENT FOUN
UP LITTY POLE
LIFE POLE
PF REAR PORT
PF POLE
BOC OF PAYMENT
TO TOP OF WILL
BW BOTTOM OF WILL
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BW BOTTOM OF WILL
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BW BOTTOM OF WILL
CUMP CORRIGATED METAL PIPE
ROP REAPORCED CONDRETE PIPE
ROP COUNTY AND ROBE PIPE
GW GUY WIRE ANCHOR
THE TRANSFORMER
JENCTION BOX
SWED SINGLE WING CATCH BASIN
DIMES DOUBLE WING CATCH BASI LEGEND POINT OF BEGINNING
POINT OF COMMENCEMENT
RON PIN SET
RON PIN FOUND
CONNECTE MORIMENT FOUND
UTLITY POLE
LIGHT POLE
PLAG POLE
PL OVERNEAD UTILITY
UNDERGROUND UTILITY
UNDERGROUND UTILITY
COORNIGATED METAL PIPE
REINFORCED CONCRETE PIPE
GUY WARE ANCHOR
TRANSFORMER
JANCTION BOX
SINCE WING CATCH BASIN
CHAIN LINK FENCE
WATER WLVE
WATER WLVE
WATER METER
SEWER CLEANOUT
GAS VALVE
NOW OR FORMERLY
KCE BRIDGE
KCE BRIDGE POLE

LEASE AREA (AS SURVEYED)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF CONCORD, TOWNSHIP 11, CABARRUS COUNTY, NORTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1-INCH OPEN-TOP PIPE FOUND AT THE SOUTHEAST CORNER OF THE LANDS OF CABARRUS COUNTY AS SHOWN ON RECOMBINATION PLAT RECORDED IN MAP BOOK 57 PAGE 66 IN THE OFFICE OF THE REGISTER OF DEEDS OF CABARRUS COUNTY, SAID OPEN-TOP PIPE HAVING A NORTH CAROLINA STATE PLANE COORDINATE VALUE OF N=600863.56, E=1521792.27; THENCE ALONG A TIE LINE, NORTH 36°23'19" WEST, 274.35 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, NORTH 43°29'58' WEST, 100.00 FEET TO A POINT; THENCE, NORTH 46°30'02" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 43°29'58' EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 46°30'02" WEST, 100,00 FEET TO A POINT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.2296 ACRES (10,000 SQUARE FEET), MORE OR LESS.

(SURVEY NOT VALID WITHOUT SHEET 1)



NO. DATE REVISION

۵

866.706-9114

Drive, Suite 104 7518 1.242.0864 (main) 8

AND N

SPECIFIC PURPOSE SURVEY PREPARED FOR



240 LEIGH FARM ROAD DURHAM, NC 27707

'NC-0028 ROCKLAND CIRCLE'

SITE NO. 5CT1055 CITY OF CONCORD

TOWNSHIP 11 CABARRUS COUNTY NORTH CAROLINA

SHEET

DRAWN BY: NRW CHECKED BY: JKL

APPROVED; C. INER

DATE: APRIL 28, 2017

P2P JOB #: N170113

546°30'02'W

15.00

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

JUNE 5, 2017 4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 19, 2017 Meeting

SUBJECT:

County Manager - Proposed T-Mobile Lease at Kannapolis Middle School

BRIEF SUMMARY:

Kannapolis City Schools were approached by a firm interested in locating a telecommunications site at the current Kannapolis Middle School. Cabarrus County is the property owner so the lease would require Board of Commissioners approval. The telecommunication site requires zoning approval from the City of Kannapolis and a variance is also being requested. Will Crabtree with KCS will be presenting the background and request on this item.

REQUESTED ACTION:

Provide direction to staff for the regular Board of Commissioners' June meeting.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

4-2 Page 13

ATTACHMENTS

- □ proposed lease
- □ <u>area map</u>

4-2 Page 14

SITE LEASE TRANSMITTAL

Site Number: 5CT0156A Date Turned In: <Date Turned In>

Site Name: Kannapolis

Market: Carolinas Site Acquisition Coordinator: Kiersten Lurer

Attached please find: **Market Information**

Landlord-signed/notarized

2 Landlord-signed leases Market Entity Name: T-Mobile South LLC,

> Type of Entity: a Delaware limited liability company

Market address: 2105 Water Ridge Pkwy.

Charlotte, NC 28217

Director Name: Tami Nystrom

Director Title: Regional Development Director South Region

NOTE: Enter a space ("") into any fields which do not apply

Landlord Information

memorandums

applicable)

Landlord Kannapolis City Board of

Owner Authorization Agreement

Authorization to sign lease (if

Education Name:

Landlord-signed W-9

Landlord

Entity: Body Politic and individual, Political Subdivision of

corporation, LLC, etc.) State of North the

Carolina

Mailing Address:

100 Denver Street

Kannapolis, NC 28083

Phone

Number:

704.938.1131

Fax Number: 704.938.1137

Site

Information

Site Address: 1445 Oakwood Avenue

Kannapolis, NC 28081

Option

Option Terms

Amount: \$800 = eight hundred dollars

Option Term: one (1) year

-i-

4-2

Square

1,000 square feet

56122900100000

Footage:

Option

Renewal

Parcel

Term:

one (1) year

Number:

5CT0156A Site Number:

Kannapolis Site Name: Carolinas Market:

Site Lease - version 6.26.14

Attachment number 1 \n

Page 15

Lease Terms		Site Type:
Payee Name:		<u>Lease Use</u>
Rent	\$800 = eight hundred dollars	Please choose one item below:
Amount:		
Rent	Monthly	Ground only
Frequency:		Tower only
		☑Tower and Ground
Rent	110% = one hundred ten percent (over	Rooftop
Increase:	preceding term)	Watertank
Utilities:	Tenant Shall Install Own Meter	DAS (Distributed Antenna System)
Lease Term:	five (5) years	In-building
Renewal	five (5) additional five-year terms	Easement only
Terms:		Other, please specify
Cancel	sixty (60) days prior	Light Pole Replacement
Terms:		
Insurance:	One Million (\$1,000,000.00)	
Aggregate		
Insurance:	Two Million (\$2,000,000.00)	
lease and MOL, and proper forn		nent is protected so fill-in fields will populate in t ill-in fields and other sections carefully for accurd
Approved by:		
Real Estate M	Manager Date Gen	neral Manager/Director Date
Legal Departr	ment Date Vice	e President (if applicable) Date

-ii-

5CT0156A Site Number: Kannapolis Site Name: Carolinas Market:

Site Lease – version 6.26.14

Attachment number 1 \n

4-2 Page 16

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "<u>Agreement</u>") is effective the date of the last signature on this Agreement (the "<u>Effective Date</u>") by and between Kannapolis City Board of Education, a Body Politic and Political Subdivision of the State of North Carolina ("<u>Landlord</u>") and T-Mobile South. LLC, a Delaware limited liability company ("**Tenant**").

Landlord and Tenant agree to the following:

- 1. <u>Property Description</u>. Landlord is the owner of the real property located at 1445 Oakwood Avenue, Kannapolis, NC 28081 as further described on <u>Exhibit A</u> (the "<u>Property</u>"). The Property includes the premises which is comprised of approximately 1,000 square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on <u>Exhibit B</u> (the "<u>Premises</u>"). Tenant reserves the right to update the description of the Premises on <u>Exhibit B</u> to reflect any modifications or changes.
- **2.** Option. Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Agreement (the "Option"). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the "Option Period"). The Option Period will be automatically extend for successive one (1) year period(s), unless Tenant provides written notice to the Landlord of its election not to renew or exercise its Option. For each Option Period, Tenant shall pay Landlord eight hundred and no/100 dollars (\$800.00). Upon Tenant's exercise of the Option, this Agreement will constitute a lease of the Premises on the terms and conditions described below (the "Lease").
- 3. Landlord Cooperation. During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "Governmental Approvals"), and to the fullest extent necessary, Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord, with Landlord's prior approval, which shall not be unreasonably withheld. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.
- 4. Antenna Facilities and Permitted Uses. Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "Antenna Facilities"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, upgrading, removal or replacement of any and all Antenna Facilities (the "Permitted Uses") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

Site Number: 5CT0156A -1 - Site Lease – version 6.26.14

Site Name: Kannapolis
Market: Carolinas

Attachment number 1 \n

Page 17

5. Lease Term.

- a) The Initial Term of the Lease shall be five (5) years commencing on the date of Tenant's exercise of the Option (the "<u>Commencement Date</u>"), and ending at midnight on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "<u>Initial Term</u>"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "<u>Term</u>."
- b) The Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "Renewal Term"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.
- c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for successive one (1) year periods (each, an "Extended Period"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

6. Rent/Other Charges.

- a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of eight hundred Dollars (\$800.00) per month (the "Rent"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within twenty (20) business days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.
- b) The Rent for each successive Renewal Term shall be an amount equal to one hundred ten percent (110%) of the Rent for the immediately preceding Term. The Rent shall continue to be paid on a monthly basis. The Rent for each Extended Period shall be an amount equal to one hundred two percent (102%) of the Rent for the immediately preceding Term.
- c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Agreement upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.
- d) Any charges payable under this Agreement other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.
- 7. <u>Interference.</u> Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Agreement by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference

Site Number: 5CT0156A - 2 - Site Lease – version 6.26.14

Site Name: Kannapolis
Market: Carolinas

8. Utility Services.

- a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment to service its Antenna Facilities, or cell-on-wheels on, or serving the Property (collectively, the "<u>Utility Facilities</u>").
- b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant shall install separate meters for Tenant's utility usage.

9. Access and Easements.

- a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees. Tenant shall make reasonable efforts to exercise its access rights in a manner that minimizes disruption of school operations, and if access is required during school hours, Tenant shall check in at the school front desk so that the school may provide an escort if desired.
- b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "Easements"). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.
- 10. <u>Termination.</u> Tenant may terminate this Agreement without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("<u>FCC</u>") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Agreement for any or no reason.
- 11. <u>Casualty and Condemnation</u>. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.
- 12. <u>Default and Right to Cure</u>. A party shall be deemed in default under this Agreement if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("<u>Default</u>"). This Agreement, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant

Site Number: 5CT0156A - 3 - Site Lease – version 6.26.14

Site Name: Kannapolis
Market: Carolinas

not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period; and (c) Landlord lacks any other adequate legal or equitable right or remedy.

13. <u>Taxes.</u> Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide prompt and timely notice of any tax or assessment for which Tenant is liable. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

14. Insurance and Subrogation and Indemnification.

- a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.
- b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.
- c) Subject to the property insurance waivers set forth in the preceding subsection (b), and to the extent permitted by law, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Agreement. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.
- d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "Pre-Existing Violations"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Agreement.
- e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Agreement.

Site Number: 5CT0156A - 4 - Site Lease – version 6.26.14

Site Name: Kannapolis
Market: Carolinas

15. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

Carolinas

T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006

Attn: Lease Compliance/Error! Reference

source not found. 5CT0156A

If to Landlord, to:

Will Crabtree, Director of Business Operations for Kannapolis City Schools 100 Denver Street Kannapolis, NC 28083

And with a copy to:

Per the W-9 Form Rent is to be paid to:

Kannapolis City Board of Education 100 Denver Street Kannapolis, NC 28083

- 16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Agreement and to grant Tenant the leasehold interest and Easements contemplated under this Agreement; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which shall interfere with Tenant's Lease or any rights to or use of the Premises; (c) the execution and performance of this Agreement shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises shall not be disturbed; and (e) Landlord shall be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.
- 17. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "Hazardous Substances"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

- 5 -Site Number: 5CT0156A Site Lease - version 6.26.14 Site Name: Kannapolis

4-2 Page 21

18. Assignment.

- a) Tenant shall have the right to assign, sublease or otherwise transfer this Agreement, upon written notice to Landlord and Landlord approval shall not be unreasonably withheld, delayed or conditioned; provided, however Tenant may assign without Landlord's prior written consent, to a parent, to any party controlled by, or under common control with Tenant or to any party which acquires 51% or more of the stock or assets of Tenant . Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Agreement. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.
- b) Landlord shall have the right to assign and transfer this Agreement only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Agreement. Landlord shall not attempt to assign, or otherwise transfer this Agreement separate from a transfer of ownership of the Property (the "Severance Transaction"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Agreement.
- 19. <u>Relocation.</u> Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "<u>Work</u>") during the Term of the Lease which would require the relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work.
- **20.** Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. Miscellaneous.

- a) The prevailing party in any litigation or other legal proceedings arising under this Agreement (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.
- b) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Agreement must be in writing and executed by both parties.
- c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant reasonably deems necessary to insure, protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as Exhibit C; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "Mortgage"), a subordination, non-disturbance and attornment agreement using Tenant's form.

Site Number: 5CT0156A - 6 - Site Lease – version 6.26.14

Site Name: Kannapolis
Market: Carolinas

Attachment number 1 \n

Page 22

- d) This Agreement shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.
- e) If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.
- f) Each party hereby represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Agreement.
- g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.
- h) This Agreement and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.
- i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.
- **22.** <u>Jessica Lunsford Act</u>. Tenant shall abide by the Jessica Lunsford Act, N.C. Gen. Stat. 115C-332.1, which provides that all employers of personnel who have direct interaction with students as part of their job must conduct an annual check of such employees on the NC Sex Offender and Public Protection Registration Program, the NC Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Any employee or subcontracted personnel of Tenant found to be registered on any of the lists identified herein shall not perform any work under this Lease Agreement and shall not be permitted to enter property owned by the Kannapolis City Schools.
- 23. <u>E-Verify</u>. Tenant shall comply with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees in North Carolina, pursuant to N.C. Gen. Stat 143-133.3, and remain in compliance with these laws at all times while providing services pursuant to this Lease Agreement.
- **24.** <u>Iran Divestment Act</u>. Tenant shall comply with North Carolina law by hereby certifying that it is not identified on a list created by the North Carolina State Treasurer pursuant to N.C. Gen Stat. 147-86.58 and 147-86.59 as a person engaging in investment activities in Iran, and Tenant further certifies that in the performance of this Lease Agreement it shall not use any contractor or subcontractor that is identified on such a list.

Site Number: 5CT0156A - 7 -

Site Name: Kannapolis Market: Carolinas

Site Lease - version 6.26.14

25. Restoration. Tenant shall restore lease area to a condition comparable to time of lease execution, excepting normal wear and tear and casualty.

LANDLORD: Kannapolis City Board of Education

Зу:	
Printed Name: Will Crabtree	
Fitle: Director of Business Operations	
Date:	
TENANT: T-Mobile South LLC Error! Reference source not found. By:	
Printed Name: Luis Reyes	
Title: Area Director	
Date:	
	T-Mobile Legal Approva

- 8 -

EXHIBIT A Legal Description

The Property is legally described as follows:

Lying and being in Kannapolis, Number Four Township, Cabarrus County, North Carolina, on the east side of Oakwood Ave. and being that 25.010 acre tract as shown on the map entitled "Division Survey Property of W. Rickard and Virginia M. Rodgers," a plat of which is recorded in the office of Register of Deeds for Cabarrus County in Map Book 41, page 84.

With a street address of 1445 Oakwood Ave. Kannapolis, NC 28081 // APN: 56122900100000

Site Number: 5CT0156A A-1
Site Name: Kannapolis
Market: Carolinas

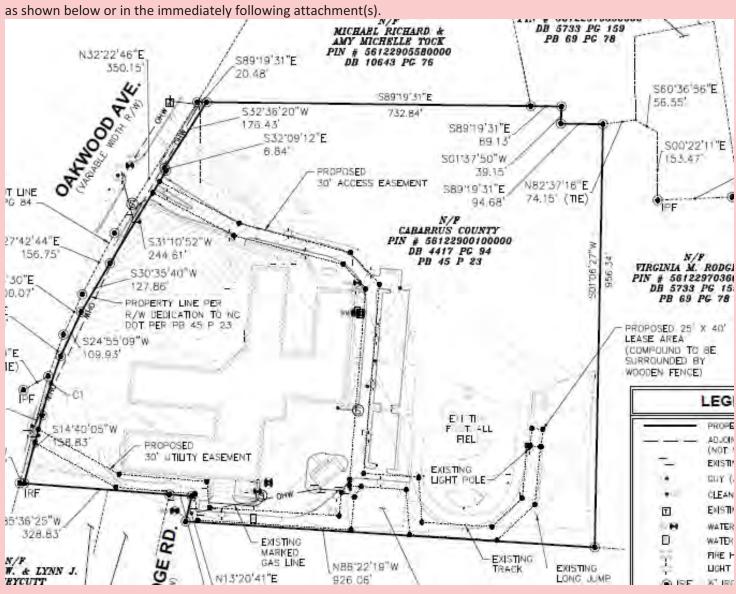
Attachment number 1 \n

Site Lease - version 6.26.14

4-2 Page 25

EXHIBIT B

Subject to the terms and conditions of this Agreement, the location of the Premises is generally described and depicted



Site Number: 5CT0156A
Site Name: Kannapolis
Market: Carolinas

B-1 Site Lease – version 6.26.14

EXHIBIT C

Memorandum of Lease

[CONFIRM HEADING/MARGINS/FORMAT CONFORM TO STATE AND LOCAL REQUIREMENTS]

After Recording, Mail To:		
APN:		
Loan No.		

MEMORANDUM OF LEASE

A Site Lease Agreement (the "<u>Agreement</u>") by and between Kannapolis City Board of Education ("<u>Landlord</u>") and T-Mobile South, LLC<u>Error! Reference source not found.</u>, a Delaware <u>Error! Reference source not found.</u> ("<u>Tenant</u>") was made regarding a portion of the following property (as more particularly described in the Agreement, the "<u>Premises</u>"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Agreement, Landlord and Tenant hereby acknowledge the following:

- 1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.
- 2. Pursuant to the Agreement Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in this Agreement for an initial term of one (1) year commencing on the Effective Date, which term may be extended by Tenant for additional one (1) year Options.
- 3. Provided that the Option has been exercised by Tenant, the Agreement shall constitute a lease (the "Lease"), the term of which shall initially be for five (5) years and will commence on the date upon which Tenant exercises its Option (the "Commencement Date").
- 4. Tenant shall have the right to extend the Lease for five (5) additional and successive five-year terms.
- 5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
- 6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

Site Number: 5CT0156A C-1
Site Name: Kannapolis

Market: Carolinas Attachment number 1 \n

4-2 Page 27

Site Lease - version 6.26.14

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

Ву:
Printed Name: Will Crabtree
Title: Director of Business Operations
Date:
TENANT: Error! Reference source not found.
Ву:
Printed Name: Luis Reyes
Title: Area Director
Date:

LANDLORD: Kannapolis City Board of Education

Site Number: 5CT0156A Site Name: Kannapolis Market: Carolinas C-2 Site Lease – South Version 6.26.14

[Notary block for Landlord]

[Landlord Notary block for a Corp	oration, Partnership ,or	Limited Lid	ability Compa	ny]		
STATE OF	_)					
COUNTY OF) ss. _)					
This instrument was	, [title]					_ by
[name	_ a of entityl.		[type of	entity], on	behalf o	of said
Dated:						
	otary Public			_		
N	rint Name			_ _		
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STATE OF)) ss.					
COUNTY OF	1					
This instrument was acknown Reference source not found. Sand						Error!
Dated:						

Site Number: 5CT0156A
Site Name: Kannapolis
Market: Carolinas

Site Lease – South Version 6.26.14

Attachment number 1 \n

C-3

	Notary Public
	Print Name My commission expires
	wy commission expires
(Use this space for notary stam	n/coal)
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[Notary block for Tenant]	
CTATE OF	
STATE OF	
COUNTY OF) ss.)
	<u> </u>
I certify that I know or h	have satisfactory evidence that <u>Error! Reference source not found.</u> is the person
	said person acknowledged that he signed this instrument, on oath stated that
	the instrument and acknowledged it as the Error! Reference source not found. of Error!
Reference source not found., a Delaw for the uses and purposes men	vare Error! Reference source not found., to be the free and voluntary act of such party
Tor the uses and purposes mem	tioned in the instrument.
Dated:	
	Notary Public
	Print Name
	My commission expires
(1)	
(Use this space for notary stam	p/seal)

Site Number: 5CT0156A
Site Name: Kannapolis
Market: Carolinas

C-4 Site Lease – South Version 6.26.14

Attachment number 1 \n

4-2 Page 30

Memorandum of Lease - Exhibit A Legal Description

The Property is legally described as follows:

Lying and being in Kannapolis, Number Four Township, Cabarrus County, North Carolina, on the east side of Oakwood Ave. and being that 25.010 acre tract as shown on the map entitled "Division Survey Property of W. Rickard and Virginia M. Rodgers," a plat of which is recorded in the office of Register of Deeds for Cabarrus County in Map Book 41, page 84.

With a street address of 1445 Oakwood Ave. Kannapolis, NC 28081 // APN: 56122900100000

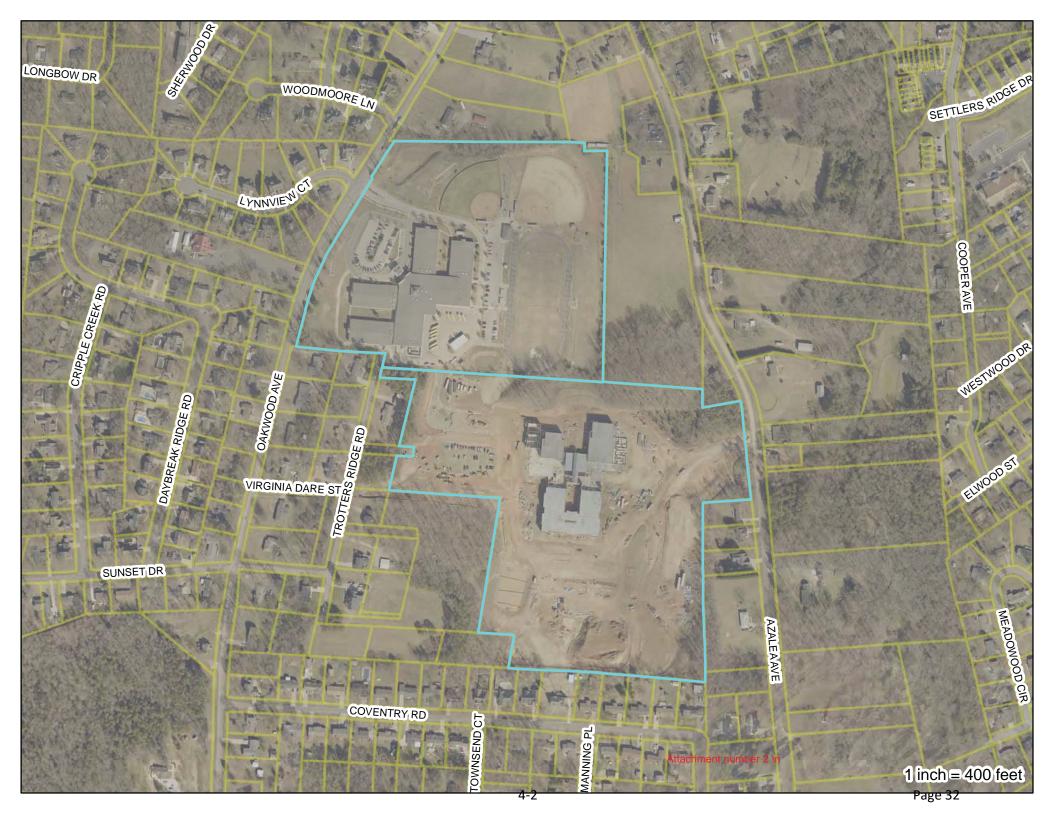
C-5

Site Number: 5CT0156A Site Name: Kannapolis Market: Carolinas

Site Lease – South Version 6.26.14

Attachment number 1 \n

4-2 Page 31



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

JUNE 5, 2017 4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 19, 2017 Meeting

SUBJECT:

County Manager - Cooperative Extension ADA Bathrooms and Furniture for County Departments Budget Revision

BRIEF SUMMARY:

Several smaller projects are proposed for completion from excess revenue collections within the current fiscal year. The Cooperative Extension bathrooms are in need of ADA modifications due to age and upgrades to the building. As the County continues to grow and staff is relocated, departments are in need of furniture replacement and furniture for the new locations. Two of the departments have furniture that is aged in excess of 20 plus years and is no longer safe for use.

REQUESTED ACTION:

Motion to adopt budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Pamela S. Dubois, Senior Deputy County Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

4-3 Page 33

BUDGET AMENDMENT:

ATTACHMENTS

- □ Budget Amendment
- □ Ordinance

4-3 Page 34

Budget Amendment Request



Date 6/19/2017 **Amount** 328,723.00

Department Head Pamela S Dubois Department COUNTY MANAGER

Prepared By Pamela S Dubois

O Internal Transfer within Department O Transfer between Department/Funds O Supplemental Request

Purpose To allocate funds for the renovation of Cooperative Extension Bathrooms for ADA accessibility and the purchase furniture for up to 6 departments.

Org	Obj	Proj	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00161710	6445		Hold Harml	1,277,776.00	328,723.00	0.00	1,606,499.00
00191960	9708		Cont Cap P	1,746,056.40	328,723.00	0.00	2,074,779.40
34365410	6902		Cont from GF	0.00	150,000.00	0.00	150,000.00
34395410	9830		Other Improvements	0.00	150,000.00	0.00	150,000.00
34361910	6902		Cont from GF	0.00	178,723.00	0.00	178,723.00
34391910	9331		Minor Equip	0.00	178,723.00	0.00	178,723.00

3,023,832.40	1,314,892.00	0.00	4,338,724.40
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Budget Officer	County Manager	Board of Commissioners
C Approved C Denied	C Approved C Denied	C Approved C 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	4,185,778
Sale of Fixed Assets	423,417
Contributions and Donations	117,036
Park & Recreation Trust Fund(PARTF) Grant	350,000

TOTAL REVENUES \$13,976,787

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
Cooperative Ext. ADA Bathrooms	150,000
Furniture Replacments	178,723

Unassigned 165,638

TOTAL EXPENDITURES

\$13,976,787

GRAND TOTAL – REVENUES GRAND TOTAL – EXPENDITURES

\$13,976,787 \$13,976,787

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.
 - 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 19th day of June, 2017.

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

JUNE 5, 2017 4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 19, 2017 Meeting

SUBJECT:

County Manager - Purchase of Overflow Parking Lot Property at Concord Senior Center

BRIEF SUMMARY:

The Board of Commissioners approved a lease for property where the Concord Senior Center overflow parking lot is located. Staff has been working with the property owner representatives on finalizing the lease but there were complications with a cross easement. The real estate representative for the owners has contacted the County and indicated that the owners have reconsidered and would prefer an outright sale. They are offering the property for the appraised price from December 2014. Staff recommends funding the purchase from FY17 Board of Commissioners contingency funds.

REQUESTED ACTION:

Motion to approve the purchase of the Concord Senior Center overflow parking lot property for the amount of \$64,000, including the required budget amendment and to authorize the County Manager to execute the transfer documents subject to review and revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

4-4 Page 39

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	-

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- □ <u>Map</u>
- □ Appraisal executive summary

4-4 Page 40



RESTRICTED APPRAISAL REPORT

OF

.759 ACRE LOT 326 CORBAN AVENUE SE CONCORD, NORTH CAROLINA, 28025

PREPARED FOR

MR. DAN MOSELEY 2569 SOUTH DERRY PLACE CONCORD, NORTH CAROLINA 28027

EFFECTIVE DATE OF APPRAISAL

DECEMBER 28, 2014

DATE OF REPORT

JANUARY 6, 2015

 \mathbf{BY}

TIMOTHY N. TALLENT, CCRA STATE CERTIFIED GENERAL APPRAISER TALLENT & ASSOCIATES 9305 GREATHORN LANE CONCORD, NC 28027 704-787-9395

Attachment number 2 \n

4-4

TALLENT AND ASSOCIATES

January 6, 2015

Mr. Dan Moseley 2569 South Derry Place Concord, North Carolina

Re: .759 Acre Lot, 326 Corban Avenue SE, Concord, North Carolina

Dear Mr. Moseley:

Tallent and Associates Real Estate Services is pleased to submit the accompanying appraisal of the above referenced property. The purpose of the appraisal is to develop an opinion of the market value as is of the fee simple interest in the property. The client for this assignment is Dan Moseley, and the intended use is for asset valuation purposes.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations. The appraisal is also prepared in accordance with the appraisal regulations issued in connection with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

To report the assignment results, we use the Restricted Appraisal Report option of Standards Rule 2-2(b) of the current edition of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in a Restricted Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to our internal standards for a Restricted Appraisal Report – Standard Format. This Restricted Appraisal Report is limited to and intended for use only by the identified client. As such, discussions of the data, reasoning and analysis used in the appraisal process may not be present in the report. Additional information contained in the appraiser's work file may be necessary to properly understand the appraiser's analysis. The sole intended user of this appraisal is the client identified on the first page of the appraisal report. No other users are intended by the appraiser. If you are not identified as the client, you are an unauthorized party and advised not to use this report for any purpose. As an unauthorized party, your interpretation of the information contained in this report may be incorrect.

The accompanying report contains the information we have compiled in the preparation of your requested appraisal.

The report assumes that no environmental conditions exist. If, in the future, it is discovered that adverse environmental conditions exist, I reserve the right to revise the report and valuation conclusion, if necessary. I am not an expert in the environmental field and am not qualified to render a decision as to whether or not hazardous conditions exist.

Based on our inspection and analysis of the property, it is our opinion that the Market Value of the fee simple interest in the property, as of December 28, 2014, is:

\$64,000 SIXTY FOUR THOUSAND DOLLARS

Sincerely,

TALLENT & ASSOCIATES

Timothy N. Tallent

State Certified General Appraiser

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

PROPERTY LOCATION: .759 Acre Lot

326 Corban Avenue SE Concord, North Carolina

PROPERTY OWNER: Barrow Henley Investments, LLC

EFFECTIVE DATE OF APPRAISAL: December 28, 2014

DATE OF REPORT: January 6, 2015

PURPOSE OF APPRAISAL: Determine Market Value

PROPERTY RIGHTS APPRAISED: Fee Simple

ZONING: RC

LAND AREA: .759 Acres / 33,062 Square Feet

IMPROVEMENTS: None

HIGHEST AND BEST USE: Compact Residential District

15 Units per Acre

APPRAISAL PROCEDURES: Sales Comparison Approach

VALUE ESTIMATED BY

SALES COMPARISON APPROACH: \$64,000

^{*}Please Note: No survey was provided to appraiser. Lot size and dimensions are from public records.

^{*}Per aerial map, it appears that the subject property encroaches over into the property that is currently used for the Cabarrus County Senior Center.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

JUNE 5, 2017 4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 19, 2017 Meeting

SUBJECT:

County Manager - Duke Energy Easement Approval

BRIEF SUMMARY:

Duke Energy presented the attached utility easement to Cabarrus County Schools for approval. That approval was granted and the easement recorded but Cabarrus County is the correct property owner. The easement needs to be approved, executed and recorded.

REQUESTED ACTION:

Motion to approve the easement between Cabarrus County and Duke Energy and authorize the County Manager to execute the easement on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

4-5 Page 45

ATTACHMENTS

- □ Incorrect easement document
- □ Easment document

4-5 Page 46



March 27, 2017

Duke Energy 550 South Tryon St. Charlotte, NC 28285

Mailing Address: Real Estate Services P.O. Box 1007 Charlotte, NC 28201-1007

Cabarrus County PO Box 707 Concord,NC 28026

Enclosed please find a copy of the recorded easement that you, the property owner, granted to Duke Energy.

Thank you for your cooperation.

Sincerely,

Morgan Myers

Morgan Myers Duke Energy

12052 0288

FILED ELECTRONICALLY CABARRUS COUNTY NC M. WAYNE NIXON

FILED	Aug 03, 2016
AT	03:02:00 PM
BOOK	12052
START PAGE	0288
END PAGE	0289
INSTRUMENT	# 19734
EXCISE TAX	\$0.00

EASEMENT

Sate-107720 Mr. 1692989

NORTH CAROLINA CABARRUS COUNTY

Prepared By: Jamonica Facyson
Return To: Duke Energy Carolinas
Attn. Jamonica Facyson
182 Taibert Rd
Mooresville, NC 28117

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in #3 Odell Township, described as follows: PIN:46814991920000; containing 26.04 acres, more or less, and being the land described in a deed from Cabarrus County Board of Education to CABARRUS COUNTY, a body politic and political subdivision of the State of North Carolina, dated May 8, 2015, and recorded in Deed Book 11409, Page 163, Cabarrus County Registry (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes. The center line of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

Submitted electronically by "Duke Energy" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Cabarrus County Register of Deeds.

12052 0289

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

CABARRUS COUNTY,
North Carolina, a body politic and corporate

By: CABARRUS COUNTY BOARD OF EDUCATION

Barry Shoemaker, Chairman,

Board of Education

ATTEST:

Allene Monroe, Clerk to the Board

My commission expires:

Attachment number 1 \n

EASEMENT

NORTH CAROLINA
CABARRUS COUNTY

Prepared By: Jamonica Facyson
Return To: Duke Energy Carolinas
Attn: Branch, Chris

Attn: Branch, Chris 182 Talbert Rd Mooresville, NC 28117

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in #3 Odell Township, described as follows: PIN:46814991920000; containing 26.04 acres, more or less, and being the land described in a deed from Cabarrus County Board of Education to CABARRUS COUNTY, a body politic and political subdivision of the State of North Carolina, dated May 8, 2015, and recorded in Deed Book 11409, Page 163, Cabarrus County Registry (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes. The center line of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

4-5 Page 50

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

		CABAF	RRUS COUNT	Y	
				, County Manage	
ATTEST:					
Megan I.E. Smit , <u>C</u>	lerk to the Board			(Affix Official S	Seal)
NORTH CAROLINA,		_COUNTY			
l,		, a Notary P	ublic of		County,
North Carolina, certify that	Megan I.E	Smit	personally	appeared before me	his day and
acknowledged that she is Clerk to	the Board of CAB	ARRUS COUNT	Y, a body pol	itic and political Subdi	vision of the
State of North Carolina, and that by				-	
signed in its name by its County Mar	_		-		ne Board.
Witness my hand and notari	al seal, this	day of		, 20	
				Notary Po	ublic
		My con	nmission expire	98:	

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

JUNE 5, 2017 4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 19, 2017 Meeting

SUBJECT:

County Manager - Duke Energy Easement at Royal Oaks Elementary School

BRIEF SUMMARY:

Duke Energy has requested an easement for the power supply to the new Royal Oaks Elementary School.

REQUESTED ACTION:

Motion to approve the easement between Cabarrus County and Duke Energy; and to authorize the County Manager to execute the easement on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

4-6 Page 52

ATTACHMENTS

□ <u>Easement</u>

4-6 Page 53

EASEMENT

NORTH CAROLINA CABARRUS COUNTY Prepared By: Facyson, Jamonica
Return To: Duke Energy Carolinas
Attn: Facyson, Jamonica
700 E Ritchie Rd
Salisbury, NC 28146

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Number Four (4) Kannapolis, Township, described as follows: PIN: 5612986164; containing 18.5 acres, more or less, and being the land described deed from Cabarrus County Board of Education to CABARRUS COUNTY, a body politic and political subdivision of the State of North Carolina, dated April 26, 2016, and recorded in Deed Book 11895, Page 134, Cabarrus County Registry (the "Property"), LESS AND EXCEPT any prior outconveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

Attachment number 1 \n

4-6 Page 54

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

	CABARRUS COUNT	Υ
		, County Manager,
ATTEST:		
Megan I.E. Smit, <u>Clerk to the Board</u>	-	(Affix Official Seal)
NORTH CAROLINA,	COUNTY	
I,	<u>E Smit</u> personally BARRUS COUNTY, and that by au	appeared before me this day and athority duly given and as the act of
attested by herself as its Clerk to the Board. Witness my hand and notarial seal, this		
(Notary Seal)		Notary Public

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

JUNE 5, 2017 4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Resolution in Regards to Safety Improvements to the Intersection of N.C. Highway 3 and Odell School Road

BRIEF SUMMARY:

The N.C. Department of Transportation has approved safety improvements to the intersection of N.C. Highway 3 and Odell School Road. The improvements that are currently planned include installation of a stop light at the intersection and a turn lane of Odell School Road. There is interest from residents and businesses in a more extensive improvement which would require additional funding. The attached resolution supports efforts to have discretionary funding approved by the legislature for that purpose.

REQUESTED ACTION:

Motion to suspend rules of procedure and consider resolution.

Motion to adopt resolution.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- □ Resolution
- □ Odell Aerial View Map
- □ Odell Pictrometry View Map
- □ Odell Regional Map

4-7 Page 57



RESOLUTION REGARDING SAFETY IMPROVEMENTS TO THE INTERSECTION OF N.C. HIGHWAY 3 AND ODELL SCHOOL ROAD

WHEREAS, the traffic volume and accident history at the intersection of N. C. Highway 3 and Odell School Road (intersection) warrants safety improvements; and

WHEREAS, traffic count growth shows that traffic continues to increase in volume in all directions from the intersection; and

WHEREAS, the N. C. Department of Transportation has analyzed the intersection and proposed improvements to address traffic volume and safety; and

WHEREAS, there is belief that more extensive improvements that address long-term traffic growth at the intersection would be more appropriate; and

WHEREAS, the Cabarrus County legislative delegation, Cabarrus County Board of Commissioners and Kannapolis City Council have communicated with residents and property owners in the area and are interested in helping find funding for additional improvements;

NOW THEREFORE BE IT RESOLVED that the Cabarrus County Board of Commissioners hereby requests:

- 1. The N.C. Department of Transportation consider a safety improvement design that meets the needs indicated by current data and future needs created by increasing traffic at the intersection.
- 2. That the N. C. Department of Transportation use funding provided through its existing spot safety program.
- 3. That the N.C. Senate and House of Representatives consider additional funding for the intersection improvements addressing safety and growing traffic volumes.

Adopted this 5th day of June, 2017.	
	Stephen M. Morris, Chairman
	Cabarrus County Board of Commissioners
ATTEST:	
Megan I. E. Smit, Clerk to the Board	

Attachment number 1 \n

4-7 Page 58

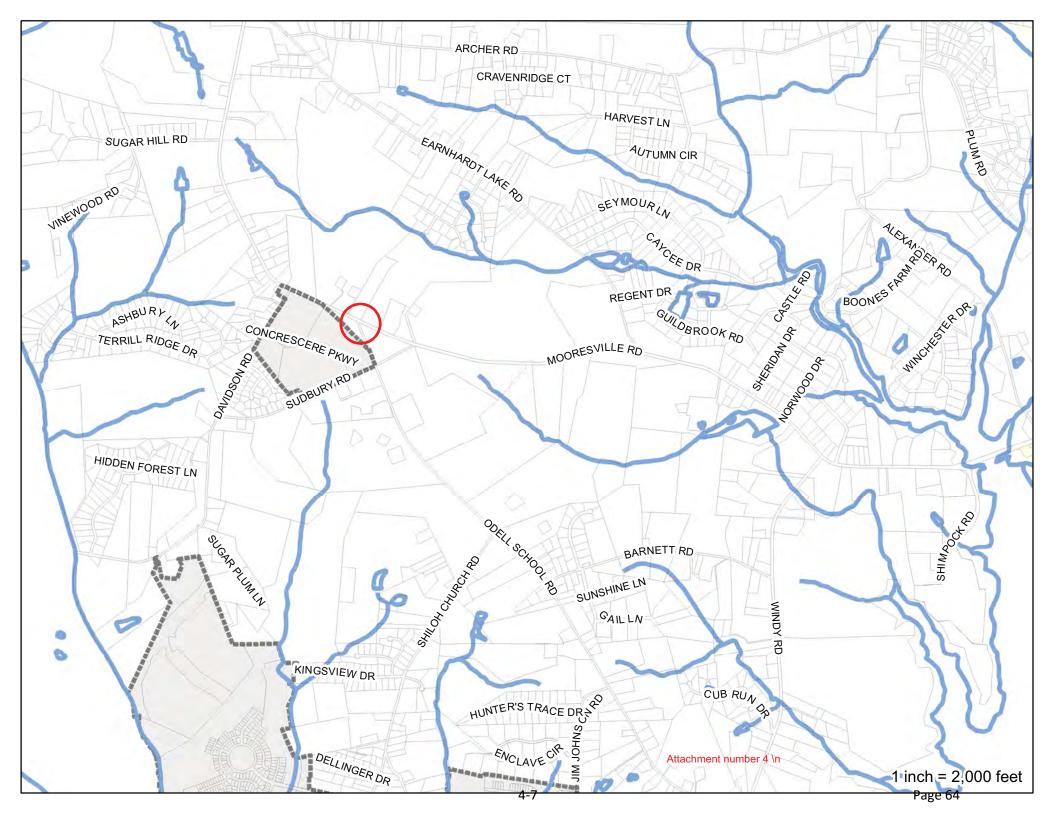












CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

JUNE 5, 2017 4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 19, 2017 Meeting

SUBJECT:

DHS - FY18 HCCBG Funding Plan

BRIEF SUMMARY:

The FY18 Home and Community Care Block Grant (HCCBG) funding plan is attached for review and approval by the Board of Commissioners. The plan has been prepared, reviewed, and approved by the HCCBG advisory committee. The Department of Human Services serves as the lead agency for the Home and Community Care Block Grant. The lead agency's primary role is to organize the committee, develop the funding plan for the grant and seek approval from the Board of Commissioners for the funding plan.

The Home and Community Care Block Grant serves citizens ages 60 and older and promotes health and well-being services for qualified recipients. The grant is administered by the N.C. Division of Aging and Adult Services (DAAS). The grant provides local flexibility in that the advisory committee and the Board of Commissioners can set priorities for services the grant will fund.

REQUESTED ACTION:

Motion to approve the FY18 HCCBG funding plan as submitted by the HCCBG advisory committee.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

4-8 Page 65

Anthony Hodges, Adult and Aging Services Program Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

□ HCCBG Funding Plan

			DAAS-730 (Rev. 2/16)
	Home and	Community Care Block Grant for Old	er Adults
		County Funding Plan	
dentification	n of Agency or Office	with Lead Responsibility for County Fund	ding Plan
County:	Cabarrus	July 1, 2017 through Jun	e 30, 2018
		Cabarrus County Department	
		Capanus County Department	of Human Services
		(Name of Agency/Office with lea	of Human Servicesd responsibility)
		(Name of Agency/Office with lea	d responsibility) 5-24-1) Date

HCCBG Budget							DAAS-731 (Rev. 2/16)					
		Home and Community Care Block Grant for Older Adults County Funding Plan						County		Cabarrus		
								July 1, 2	2017 through June	30, 2018		
				County Servi	ces Summary							
		A			В	C	D	E	F	G	Н	1
		Block Gran		T-100	Required	Net	USDA Subsidy	Total	Projected HCCBG	Projected Reimbursement	Projected HCCBG	Projected Total
Services	Access	In-Home	Other	Total	Local Match	Service Cost		Funding	Units	Rate	Clients	Units
Trans 250	79207			111111111111	8801	88008	0	88008	5396	16.3087	4664	4850
Medical Transp 033	64805	444400		111111111111	7201	72006	0	72006	4040	17.8233	3816	36004
In-Home II - Personal Care 042		141102		11111111111	15678	156780	0	156780	8610	18.2091	24	8610
In-Home III Personal Care 045		46376		11111111111	5153	51529	0	51529	2500	20.6116	6	2500
Congregate 180 Home Delivered 020		70630	104510	111111111111	11612 7848	116122 78478	28628 36000	144750 114478	11406 15872	10.1808	0	41310 116999
Housing/ Home Repair 140		70030	46824	111111111111	5203	52027	0	52027	#DIV/0!	#DIV/01	0	#DIV/0!
Adult Day Care 030			20102		2234	22336	0	22336	650	34.3631		650
Adult Day Health 155			115818		12869	128687	0	128687	3100	41.5119		3100
Senior Center Operation 170			87301	11111111111	9700	97001	0	97001	#DIV/0!	#DIV/01	4500	#DIV/0!
				11111111111								
					0	0	0	0	0	0	0	
				,,,,,,,,,,,,,,,	0	0	0	0	0	0	0	
				11111111111	0	0	0	0	0	0	Ö	
				111111111111	0	0	0	0	0	0	0	
		258108	374555	776675	86299	862974	64628	927602	#DIV/01	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	13010	#DIV/0!

DAAS-733 (Rev. 2/16)

Home and Community Care Block Grant for Older Adults County Funding Plan

July 1, 2017 through June 30, 2018

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Se	rvice Provider:	Cabarrus County Active Living and Parks
County:	Cabarrus	_

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Goal:

To encourage participation in programs provided through the Cabarrus County Active Living and

Department (and Senior Centers) for low income, minority and rural older adults in the community.

The Cabarrus County Senior Centers provide programs for all older adult residents regardless of race,

residence, or economic status.

Outreach efforts include:

- · Presentations are used to provide outreach into all areas of the community.
- Approximately 4,000 copies of the printed magazine are distributed three times per year and the magazine

is also available on the Cabarrus County website.

- Referrals are provided to the Human Services Department and received from various local providers.
- Newcomers packet is being developed to provide overview of programs to persons new to the area.
- Printed materials are distributed throughout the community that promote programs provided by our agency.
- Programs are promoted through local churches and through speaking presentations to older adults and local civic groups.
- Programs are provided to a variety of satellite locations (churches, recreation centers, YMCAs, etc.) throughout the county, including rural and low-income areas.

be

Standard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights For

Agencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults

FY18

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance nclude:

- In-Home Aide
- Home Care (home health)
- · Housing and Home Improvement
- · Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below below as well as providing each services recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name:	Cabarrus County Active Living and Parks				
Name of Agency	Administrator: Londa Strong				
Signature:	Jonda Strong	Date:	5/26/17		
(Please return t	nis form to your Area Agency on Aging and ret	ain a copy for your	r files.)		

CLIENT/PATIENT RIGHTS

- You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
- 2. You have the right to appropriate and professional care relating to your needs.
- 3. You have the right to be fully informed in advance about the care to be provided by the program,
- You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
- You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
- You have the right to voice you grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
- 7. You have the right to expect that the information you share with the agency will be respected and held instrict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
- 8. You have the right to expect the preservation of your privacy and respect for your property.
- 9. You have the right to receive a timely response to you request for service.
- You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
- 11. You have the right to be informed of agency policies, changes, and costs for services.
- 12. If you are denied service solely on you inability to pay, you have the right to be referred elsewhere.
- You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
- 14. You have the right to be fully informed about other services provided by this agency.

Print

DAAS-734 (revised 2/16)

July 1, 2016 through June 30, 2017 Home and Community Care Block Grant for Older Adults Community Service Provider Standard Assurances

Cabarrus County Active Living and Parks agrees to provide services through the Home and (Name of Provider)

Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

- 1. Services shall be provided in accordance with requirements set forth in:
 - a) The County Funding Plan
 - The Division of Aging Home and Community Care Block Grant Procedures Mannual for Community Services providers; and
 - c) The Division of Aging Services Standards manual, Volumes I through IV or a http://www.ncdhhs.gov/aging/monitor/mpolicy.htm

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforemention documents.

- 2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner on the Methodology to Address Service Needs of Low-Income(Including Low Income Minority Elderly Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733
- The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant
 - a) Eligibility determination;
 - b) client intake/registration;
 - c) client assessment/reassessments and quarterly visits, as appropriate;
 - d) Determining the amount of services to be received by the client; and
 - e) Reviewing consumer contributions policies with eligible clients
- 4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.
- 5. As specified in ,45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

DAAS-734 (revised 2/16)

- Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.
- 7. Community service providers are responsible for providing or arranging for the provision required local match, as specified on the <u>Provider Services Summary</u>, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
- 8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the <u>Agreement for the Provision of County-Based Aging Services</u> (DAAS-735).
- Compliance with Equal Employment Opportunity and Americans With Disabilities Act requirement: as specified in paragraph fourteen (14) of the <u>Agreement for the Provision of County-Based Aging</u> <u>Services</u> (DAAS-735) shall be maintained.
- 10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the Area Agency on Aging indicating the recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Ac
- 11. Subcontracting All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirement
 - a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
 - b. The subcontractor has not been barred from doing business at the federal level.
 - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
 - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Communicate Block Grant services will be maintained by both the community service provider and any subcontractors.
 - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only)
- 12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home at Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Information must be maintained in a secure environment with restricted access, and community service providers must establish procedures to prevent accidental disclosures from data processing systems. Community service providers, including subcontractors and vendors, must adhere to requirements for protecting the security and confidentiality of client information.

DAAS-734 (revised 2/16)

13. Record Retention and Disposition. All community service providers are responsible for maintainir custody of records and documentation to support the allowable expenditure of funds, service provisi and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at http://www.ncdhhs.gov/control/retention/retention.ht

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which the agency agrees to comply with 07 NCAC)4M.0510 when deciding on a method of record destruction. Confidential recors will be destroyed in such a manner that the records cannot be practically read or reconstructed.

(Authorized Signature)

(Date)

NC DIVISION OF AGING COST OF SERVICE S-ATTACH MENT A LABOR DISTRIBU TION SCHEDUL E

INSTRUCTIONS: Under each service, provide the amount of money to be paid for the salary from the service.

AGENCY
NAME:
Cabarrus County Active Living and Parks

STAFF NAME	POSITION	FULL TIME PART TIME	TOTAL SALARY	ADMIN. SALARY	Senior Center Operation 170
Donaldson, S.	Project/Event Mg	FULL TIME	\$5,345		\$5,345
Dorsey, M.	Wellness Coord	FULL TIME	\$2,879		2,879
Hatley, S.	Admin Specialist	FULL TIME	\$1,316		1,316
Kiser, T.	Prgrm Coordinato	FULL TIME	\$5,127		5,127
McWaters, P.	Prgrm Specialist	FULL TIME	\$2,045		2,045
Newcomer, M.	Admin Associate	FULL TIME	\$1,110		1,110
Mucci, J.	Prgrm Associate	PART TIME	\$13,282		13,282
Plummer, K.	Prgrm Coordinato	FULL TIME	\$4,935		4,935
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0	1	
	U.		\$0		
			\$0		
			so		
			50		
			\$0		
			\$0	1	
			\$0		
			\$0		
			\$0		
		SUBTOTAL FT	22,757	0	22,757
		SUBTOTAL PT	13,282	0	13,282
97		TOTAL	36,039	\$0	\$36,039
		PERCENT FT:	63.15%	#DIV/01	63.15%
		PERCENT PT:	36.85%	#DIV/01	36.85%

INSTRUCTIONS: Under each service, provide the number of hours to be AGENCY NAME: Cabarrus County Active Living and Parks

STAFF NAME		FULL TIME PART TIME	TOTAL HOURS	ADMIN. HOURS	Senior Center Operation 170
Donaldson, S.	Project/Event Mg	FULL TIME	166		166
Dorsey, M.	Wellness Coord	FULL TIME	146		146
Hatley, S.	Admin Specialist	FULL TIME	83		83
Kiser, T.	Prgrm Coordinato	FULL TIME	250		250
McWaters, P.	Prgrm Specialist	FULL TIME	83		83
Newcomer, M.	Admin Associate	FULL TIME	83		83
Mucci, J.	Prgrm Associate	PART TIME	936	3.1	936
Plummer, K.	Prgrm Coordinato	FULL TIME	250		250
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	-0		
- 0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
		SUBTOTAL FT	1,061	0	1061
		SUBTOTAL PT	936	0	936
		TOTAL	1,997	0	1997
		PERCENT FT:	53.13%	#DIV/0!	0.53
		PERCENT PT:	46.87%	#DIV/01	0.47

Attachment number 1 \n

HCCBG Budget			
North Carolina Division of Aging			
Service Cost Computation Worksheet c:732A.	xls		
Provider: Active Living and Parks			
County: Cabarrus			
Budget Period: July 1, 2017 through June	30, 2018		
Revisionyes,no, revision date			
Mark and a second			
USDA(NSIP) resimburacennot is \$.75/meal.			
			Senior
			Center
	Grand		Operatio
Projected Revenues	Total		n 170
A. Fed/State Funding From the Division of A		mmm	87301
Required Minimum Match - Cash			
	1/1////////		/////////
1) County General Fund	9,700	(1)1/1/1/1/1/	9,700
2)	0	///////////////////////////////////////	
3)	0	///////////////////////////////////////	-
Total Required Minimum Match - Cash	9,700		9,700
Required Minimum Match - In-Kind	111111111111111111111111111111111111111	/////////	1111111111
1)	0	1111111111	
2)	0	///////////////////////////////////////	
3)	0	1111111111	
Total Required Minimum Match - In-Kin	0	1111111111	0
B. Total Required Minimum Match (cash +)	9,700	1111111111	9,700
C. Subtotal, Fed/State/Required Match Re	97,001	1111111111	97,001
D. USDA Cash Subsidy/Commodity Valuati	0	1111111111	
E. OAA Title V Worker Wages, Fringe Benef	0	1111111111	
Local Cash, Non-Match	111111111111111	1111111111	///////////////////////////////////////
1) County General Fund	0	1111111111	
2)	0	1111111111	
3)	.0	///////////////////////////////////////	
4)	0	1111111111	
F. Subtotal, Local Cash, Non-Match	0	1111111111	0
Other Revenues, Non-Match	///////////////////////////////////////	1111111111	11111111111
1) Donations	0	1111111111	
2) State In-Home		1111111111	
3)	0	1111111111	
S. Subtotal, Other Revenues, Non-Match	. 0	1111111111	0
ocal In-Kind Resources (Includes Volunteer		TATELLE LE	//////////
1)	0	1111111111	
2)	0	1111111111	
3)	0	mini	
. Subtotal, Local In-kind Resources, Non-N		1111111111	0
Client Program Income		HIIIIIII	0
Total Projected Revenues (Sum I C,D,E,F,	97,001		97,001
Percent of Grand Total	100%	munit.	100.00%

Attachment number 1 \n

HCCBG Budget			
Division of Aging			
Service Cost Computation Worksheet			
II. Line item Expense	Grand Total	Admin Cost	Senior Center Operatio n 170
Staff Salary From Labor Distribution Schedu	111111111111111111111111111111111111111	///////////////////////////////////////	1111111111
1) Full-time Staff	22,757	0	22,757
2) Part-time staff (do not include Title V v	13,282	0	13,282
A. Subtotal, Staff Salary	36,039	0	36,039
Fringe Benefits	///////////////////////////////////////	///////////////////////////////////////	1111111111
1) FICA	2,757	0	2,757
2) Health Ins.	4,096	0	4096
3) Retirement	1,666	0	1666
4) Unemployment Insurance	1,769		1769
5) Worker's Compensation	1,373	0	1373
6) Other (Longevity)	0		
B. Subtotal, Fringe Benefits	11,661	0	11,661
Local In-Kind Resources, Non-Match	///////////////////////////////////////	///////////////////////////////////////	///////////////////////////////////////
1)	0	0	
2)	0	.0	
3)	0		
C. Subtotal, Local In-Kind Resources Non-N	0	0	0
D. OAA Title V Worker Wages, Fringe Bene	0	0	0
Travel	MINIMI	111111111111111111111111111111111111111	11111111111
1) Per Diem	0	0	
2) Mileage Reimbursement	0	0	
Subtotal, Travel	0	0	0
	-	mmm	
General Operating Expenses 1) Service Contracts	1//////////////////////////////////////	шинин	minim
2) Rent, Utilities, Supplies	0		
3) ARMS COST	0		
4) Postage, Dues, Subscriptions	0		
5) Advertising	0		
Advertising In Home Aide Level II and III RN assessm	0		
7) Program Supplies	49,301		49,301
8) Caterer	45,501		49,501
o) Caterer			
	0		
- Subtotal, General Operating Expenses	49,301	0	49,301
 Subtotal, Other Admin. Cost Not Allocal in Lines II.A through F 	//////////////////////////////////////		<u> </u>

Attachment number 1 \n

	T ASSE	11111111111	111111111
H. Total Proj. Expenses Prior to Admin. Dis	97,001	0	97,001
I Distribution of Admininistrative Cost	///////////////////////////////////////	0	
J. Total Proj. Expenses After Admin. Distrib	97,001	111111111111111111111111111111111111111	97,001
HCCBG Budget Service Cost Computation Worksheet Division of Aging			
III. Computation of Rates	Grand Total		Senior Center Operatio n 170
A. Computation of Unit Cost Rate:	1111111111111	///////////////////////////////////////	///////////////////////////////////////
Total Expenses (equals line II.J)	97,001	///////////////////////////////////////	97,001
2. Total Projected Units	///////////////////////////////////////	11111111	0
3. Total Unit Cost Rate	11111111111111	[[]][[][][#DIV/01
B. Computation of Reimbursement Rate:	///////////////////////////////////////	111111111	/////////
Total Revenues (equals line I.J)	97,001	///////////////////////////////////////	97,001
2. Less: USDA (equals line I.D)	0	///////////////////////////////////////	0
Title V (equals line I.E and II.D)	0	111111111111111111111111111111111111111	0
Non Match In-Kind (equals line	0	111111111111111111111111111111111111111	0
 Revenues Subject to Unit Reimburser 	97,001	111111111111	97,001
4. Total Projected Units (equals line III.A	1111111111111	111111111111	0
5. Total Reimbursement Rate	1111111111111	[[[[]]]]]]]]	#DIV/01
C. Units Reimbursed Through HCCBG	#DIV/01	11/11/11/11/11	#DIV/01
D. Units Reimbursed Through Program In	#DIV/01	111111111111	#DIV/01
E. Units Reimbursed Through Remaining	#DIV/0!	111111111111111111111111111111111111111	#DIV/01
F. Total Units Reimbursed/Total Projected	#DIV/0!	Treestant.	#DIV/01

97001

#DIV/01

97001 #DIV/01

#DIV/01

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have so be produced in addition to those stated on the III.C in order to earn the net revenues stated on line I.C.

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

| DAAS-732A | DAAS-732A | Cd. A | Cd.

Attachment number 1 \n

Print

NAME AND ADDRES	s			Hon	ne and C	ommuni	ty Care Blo	ck Grant	for Olde	er Adults				
COMMUNITY SERVIO Cabarrus Active Living a						Coun	ty Funding I	Plan		County	DAAS-732 (Rev. 2/16) Cabarrus		
PO Box 707										July 1,	2017 through .	June 30, 201	-	
Concord NC 28026					Pro	ovider Se	ervices Sum	imary		Revision		Rev Date:		
					A		В	С	D	E	F	G	Н	1
	Ser	. Delivery						1			Projected	Projected	Projected	Projected
	(Check	One)	1	Block Gran	nt Funding	1	Required	Net*	USDA	Total	HCCBG	Reimburse.	HCCBG	Total
Services	Direct	Purch.	Access	In-Home	Other	Total	Local Match		Subsidy	Funding	Units	Rate	Clients	Units
Senior Center Operation	170				87301	annunnun	9700	97001	0	97001	#DIV/0!	#DIV/0!	4500	#DIV/0!
						ининини	0	0	0	0	0	0		0
						ининини	0	0	0	0	0	0		0
						MAMMAMAM	0	0	0	0	0	0	12	0
						mmmmm	0	0	0	0	0	0		0
						mmmmm	0	0	0	0	0	0	1	0
Total	1111111	1111111	0	0	87,301	87,301	9700	97001	0	97001	minimini ,	IIIIIIIIIIIII	4500	#DIV/0!
Adult Day Care & Adult Daily Care Transportation Administrative Net Ser, Cost Total	ADC ADC	h Care Ne	et Service ADHC		availability. I simultane	Required loca ously with	ired minimum I match will be ex Block Grant F	pended Funding.	1	Commun	d Signature, T lity Service Pro	ine vider	5/2	Date Date

DAAS-733 (Rev. 2/16)

Home and Community Care Block Grant for Older Adults County Funding Plan

July 1, 2017 through June 30, 2018

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider:		Cabarrus County DHS-Transportation
County:	Cabarrus	

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Cabarrus County Transportations goal is to coordinate with teh Adult and Aging department to provide meal site and medical transportation to the senior population within Cabarrus County. This joint effort is based on need through both referall and inquiries. Cabarrus County Transportation will also participate in any outreach events open to us to promote transportation programs available to the senior population. In addition, Cabarrus County Transportation drivers are trained in passanger sestivity, CPR, Bloodborne Pathogens, First Aid and Defensive Driving. Our drivers are also trained on signs of elderly abuse and the process in which to report it.

Standard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights For

Agencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults

FY18

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance nclude:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below below as well as providing each services recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name:	Cabarrus County Transportation		_
Name of Agency	Administrator: Bob Bushey		
Signature:	Box Bughy	Date: 5/24/1	7
(Please return t	his form to your Area Agency on Aging and a	retain a copy for your files.)	

CLIENT/PATIENT RIGHTS

- 1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
- 2. You have the right to appropriate and professional care relating to your needs.
- 3. You have the right to be fully informed in advance about the care to be provided by the program.
- 4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
- 5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
- You have the right to voice you grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
- You have the right to expect that the information you share with the agency will be respected and held instrict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
- 8. You have the right to expect the preservation of your privacy and respect for your property.
 - 9. You have the right to receive a timely response to you request for service.
 - You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
 - 11. You have the right to be informed of agency policies, changes, and costs for services.
 - 12. If you are denied service solely on you inability to pay, you have the right to be referred elsewhere.
 - 13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
 - 14. You have the right to be fully informed about other services provided by this agency.

July 1, 2016 through June 30, 2017 Home and Community Care Block Grant for Older Adults Community Service Provider Standard Assurances

Cabarrus County Transportation

agrees to provide services through the Home and

(Name of Provider)

Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

- 1. Services shall be provided in accordance with requirements set forth in:
 - a) The County Funding Plan
 - The Division of Aging Home and Community Care Block Grant Procedures Mannual for Community Services providers; and
 - c) The Division of Aging Services Standards manual, Volumes I through IV or at http://www.ncdhhs.gov/aging/monitor/mpolicy.htm

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

- 2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner on the Methodology to Address Service Needs of Low-Income(Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733)
- 3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
 - a) Eligibility determination;
 - b) client intake/registration;
 - client assessment/reassessments and quarterly visits, as appropriate;
 - Determining the amount of services to be received by the client; and
 - e) Reviewing consumer contributions policies with eligible clients
- 4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.
- 5. As specified in ,45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

DAAS-734 (revised 2/16)

- 6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.
- 7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the <u>Provider Services Summary</u>, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
- 8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
- 9. Compliance with Equal Employment Opportunity and Americans With Disabilities Act requirements, as specified in paragraph fourteen (14) of the <u>Agreement for the Provision of County-Based Aging</u> Services (DAAS-735) shall be maintained.
- 10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the Area Agency on Aging indicating the recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.
- 11. Subcontracting All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
 - a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
 - b. The subcontractor has not been barred from doing business at the federal level.
 - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
 - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
 - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
- 12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home an Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Information must be maintained in a secure environment with restricted access, and community service providers must establish procedures to prevent accidental disclosures from data processing systems. Community service providers, including subcontractors and vendors, must adhere to requirements for protecting the security and confidentiality of client information.

DAAS-734 (revised 2/16) 13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at http://www.ncdhhs.gov/control/retention/retention.htm.

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which the agency agrees to comply with 07 NCAC)4M.0510 when deciding on a method of record destruction. Confidential recors will be destroyed in such a manner that the records cannot be practically read or reconstructed.

(Authorized Signature)

(Data)

NC DIVISION OF AGING COST OF SERVICES -ATTACHMENT A LABOR DISTRIBUTION SCHEDULE

INSTRUCTIONS: Under each service, provide the amount of money to be paid for the salary from the service.

AGENCY NAME:

Cabarrus County Transportation

Cabarrus Co DHS-Transportation					SERVICES:		
STAFF NAME	POSITION	FULL TIME PART TIME	TOTAL SALARY	ADMIN. SALARY	Trans 250	Medica Transp 033	
			\$0)			
Barnes	Supervisor	Full Time	\$46,945	\$46,945			
Bushey	Manager	Full Time	\$53,560	\$53,560			
Hillie	Supervisor	Full Time	\$40,518	\$40,518			
Joseph	Call Center	Full Time	\$33,592	\$33,592			
Belk	Call Center	Full Time	\$32,364	32,364			
Smith	Call Center	Full Time	\$28,288	28,288			
Mclester	Driver	Full Time	\$27,643	5	15,200	12,4	
Eudy	Driver	Full Time	\$25,064		13,785	11,2	
Caldwell	Driver	Full Time	\$24,315		13,373	10,9	
Flanagan	Driver	Full Time	\$23,816		13,098		
Freeze	Dispatch	Full Time	\$27,851	27,851			
Howell	Driver	Full Time	\$26,311		14,471	11.84	
Hunt	Driver	Full Time	\$25,313		13,922		
Littles	Driver	Full Time	\$27,497	1.5	15,123	1	
Love	Driver	Full Time	\$25,064		13,785		
Pamell	Supervisor	Full Time	\$40,310	40,310	13,700	11,21	
Rattiff							
	Dispatch	Full Time	\$26,499	26,499	45.040	40.00	
	Driver	Full Time	\$27,352		15,043	12,30	
	Driver	Full Time	\$24,064		13,235	10,82	
	Driver	Full Time	\$23,691		13,030	10,66	
no sale i di	Driver	Full Time	\$24,814		13,647	11,16	
	Driver	Full Time	\$25,064		13,785	11,27	
	Driver	Full Time	\$25,188		13,853	11,33	
	Driver	Full Time	\$26,062		14,334	11,72	
Chalue	Driver	Part Time	\$20,948		11,521	9,42	
Biggs	Driver	Full Time	\$25,563		14,059	11,50	
Boyce	Driver	Full Time	\$24,065		13,235	10,83	
Goodman	Driver	Full Time	\$25,313		13,922	11,39	
ones	Driver	Full Time	\$25,188		13,853	11,33	
ousa	Driver	Full Time	\$25,438		13,990	17,448	
			\$0				
		1	\$0				
			\$0				
			\$0				
			\$0				
			50				
			\$0				
		SUBTOTAL FT	836,752	329,927	278,746	228,079	
		SUBTOTAL PT	20,948	0	11,521	9,427	
		TOTAL	857,700	\$329,927	\$290,267	\$237,506	
		PERCENT FT:	97,56%	100.00%	96.03%	96.03%	
		PERCENT PT:	2.44%	0.00%	3.97%	3.97%	

Attachment number 1 \n

INSTRUCTIONS: Under each service, provide the number of hours to be worked in

STAFF NAME	POSITION	FULL TIME PART TIME	TOTAL	ADMIN. HOURS	Trans 250	Medical Transp 033
			0			
Barnes	Supervisor	Full Time	2080	2080	9	
Bushey	Manager	Full Time	2080	2080		
Hillie	Supervisor	Full Time	2080	2080		
Joseph	Call Center	Full Time	2080	2080		
Belk	Call Center	Full Time	2080	2080		
Smith	Call Center	Full Time	2080	2080		
Molester	Driver	Full Time	2080		1144	936
Eudy	Driver	Full Time	2080	- 1	1144	936
Caldwell	Driver	Full Time	2080		1144	936
Flanagan	Driver	Full Time	2080	-	1144	936
Freeze	Dispatch	Full Time	2080	2080	1	
Howell	Driver	Full Time	2080		1144	936
Hunt	Driver	Full Time	2080		1144	936
Littles	Driver	Full Time	2080		1144	936
Love	Driver	Full Time	2080		1144	936
Pamell	Supervisor	Full Time	2080	2080		
Ratliff	Dispatch	Full Time	2080	2080		
Raymer	Driver	Full Time	2080		1144	936
Reid	Driver	Full Time	2080		1744	936
Sherer	Driver	Full Time	2080		1144	936
Teasier	Driver	Full Time	2080		1144	936
Valentine	Driver	Full Time	2080		1144	936
Williams	Driver	Full Time	2080		1144	936
Wright	Driver	Full Time	2080		1144	936
Chalue	Driver	Part Time	1456		656	800
Biggs	Driver	Full Time	2080		1144	936
Boyce	Driver	Full Time	2080		1144	936
Goodman	Driver	Full Time	2080		1144	936
Jones	Driver	Full Time	2080		1144	936
Sousa	Driver	Full Time	2080		1144	936
0	0	0	0			
0	0	0	0			
		SUBTOTAL FT	60,320	18720	22880	18720
		SUBTOTAL PT	1,456	0	656	800
		TOTAL	61,776	18720	23536	19520
		PERCENT FT:	97.64%	1.00	0.97	0.96
		PERCENT PT:	2.36%	0.00	0.03	0.04

Attachment number 1 \n

HCCBG Budget
North Carolina Division of Aging
Service Cost Computation Worksheet c:732A.xls
Cabarrus Co DHS-Transportation
1303 S Cannon Blvd
Budget Period: July 1, 2017 through June 30, 2018
Revision ___yes, __no, revision date _____

USDAINSIF) resemburyament in \$.75/mesil	_		Services;	
Projected Revenues	Grand Total		Trans 250	Medical Transp 033
A. Fed/State Funding From the Division of A	144,012	1111111111	79,207	64,805
Required Minimum Match - Cash	///////////////////////////////////////	1111111111	///////////////////////////////////////	///////////////////////////////////////
1) County General Fund	16,001	1/1/1/1/1/	8,801	7,201
2)	0	/////////		
3)	0	1111111111		
Total Required Minimum Match - Cash	16,001	/////////	8,801	7,201
Required Minimum Match - In-Kind	111111111111111111111111111111111111111	1111111111	111111111111111111111111111111111111111	///////////////////////////////////////
1)	0	1111111111		
2)	0	1111111111		
3)	0	1/1/1/1/1/		
Total Required Minimum Match - In-Kin	0	1111111111	0	0
B. Total Required Minimum Match (cash +)	15,001	1111111111	8,801	7,201
C. Subtotal, Fed/State/Required Match Re-	160,013	1111111111	88,008	72,006
D. USDA Cash Subsidy/Commodity Valuation	0	//////////		
E. OAA Title V Worker Wages, Fringe Benef	0	1111111111		
Local Cash, Non-Match	11111111111111	1111111111	111111111111111111111111111111111111111	///////////////////////////////////////
1) County General Fund	59,145	1111111111	35,529	23,616
2) ROAP Grant	173,413	1111111111	95,378	78,035
3) State 5311 Grant	139,673	1111111111	76,820	62,853
4) Medicaid Reimbursement	900,000	1111111111	495,000	405,000
F. Subtotal, Local Cash, Non-Match	1,272,231	111111111	702,727	569,504
Other Revenues, Non-Match	111111111111111	1111111111	///////////////////////////////////////	///////////////////////////////////////
1) Donations	429	/////////	236	193
2) State In-Home	0	1111111111		
3)	0	/////////		
G. Subtotal, Other Revenues, Non-Match	429	1111111111	236	193
Local In-Kind Resources (Includes Volunteer	1111111111111	1111111111	///////////////////////////////////////	///////////////////////////////////////
1)	0	111111111		
2)	0	111111111		
3)	0	1/////////		
H. Subtotal, Local In-kind Resources, Non-N	0	111111111	0	0
l. Client Program Income	0	1111111111	0	0
J. Total Projected Revenues (Sum I C,D,E,F,	1,432,673	111111111	790,971	641,703
Percent of Grand Total	100%		55.21%	44,79%

Attachment number 1 \n

			9.90%				
HCCBG Budget							
Division of Aging Service Cost Computation Worksheet Services:							
Service Cost Computation Worksheet			Services				
II. Line Item Expense	Grand Total	Admin Cost	Trans 250	Medical Transp 033			
Staff Salary From Labor Distribution Schedu	- 3 (0)	111111111111	///////////////////////////////////////	11111111111			
1) Full-time Staff	506,825	0	278,746	228,079			
2) Part-time staff (do not include Title V v		0	11,521	9,427			
A. Subtotal, Staff Salary	527,773	0	290,267	237,506			
Fringe Benefits	1111111111111	11111111111	111111111111	11111111111			
1) FICA	40,375	0	22,205	18,169			
2) Health Ins.	210,800	0	115,940	94,860			
3) Retirement	63,209	0	34,765	28,444			
4) Unemployment Insurance	0						
5) Worker's Compensation	12,227	0	6,725	5,502			
6) Other (Longevity)	0						
B. Subtotal, Fringe Benefits	326,611	0	179,635	146,975			
Local In-Kind Resources, Non-Match	111111111111111111111111111111111111111	///////////////////////////////////////	///////////////////////////////////////	11111111111			
1)	0	0					
2)	0	0					
3)	0		15				
C. Subtotal, Local In-Kind Resources Non-N	0	0	0	0			
D. OAA Title V Worker Wages, Fringe Bene	0	0	0	0			
Travel	IIIIIIIIIIII	mmmm	mmmm	///////////////////////////////////////			
1) Per Diem	0	.0					
2) Mileage Reimbursement 3) Other Traver Cost	0	0					
E. Subtotal, Travel	0	0	0	0			
General Operating Expenses	mmmm	///////////////////////////////////////	11/11/11/11/11	///////////////////////////////////////			
1) Service Contracts	3,588		1,973	1,615			
2) Rent, Utilities, Supplies	39,564		21,760	17,804			
3) ARMS COST	300		165	135			
4) Postage, Dues, Subscriptions	1,600		880	720			
5) Advertising	7,000		3,850	3,150			
5) Uniforms	3,000		1,650	1,350			
7) Printing and Binding	2,000		1,100	900			
3) Fuel			90,515	74,058			
Purchased Service			1,925	1,575			
(0) Vehicla Maintenance			110,000	90,000			
1) Insurance			40,125	32,830			
2) Taxi Vendor			44,115	36,094			
	0						
F. Subtotal, General Operating Expenses	578,289	0	318,058	260,231			
5. Subtotal, Other Admin. Cost Not Allocal	111111111111	1111111111	///////////////////////////////////////	///////////////////////////////////////			

Attachment number 1 \n

		HIIIIIIII	///////////////////////////////////////	11/////////////////////////////////////
H. Total Proj. Expenses Prior to Admin. Dist	1,432,673	0	787,960	644,712
I. Distribution of Admininistrative Cost	111111111111111111111111111111111111111	0	0	0
1. Total Proj. Expenses After Admin. Distrib	1,432,673	///////////////////////////////////////	787,960	644,712

HCCBG Budget

Service Cost Computation Worksheet

Division of Aging			Services:		1
III. Computation of Rates	Grand Total		Trans 250	Medical Transp 033	
A. Computation of Unit Cost Rate:	11/11/11/11	///////////////////////////////////////	111111111111	111111111111	1111
1. Total Expenses (equals line IIJ)	1,432,673	///////////////////////////////////////	787,960	644,712	
2. Total Projected Units	///////////////////////////////////////	11111111	48,500	36,000	
3. Total Unit Cost Rate	111111111111111	1111111111	16.2466	17.9087	
B. Computation of Reimbursement Rate:	1111111111111	/////////	///////////////////////////////////////	11111111111	1111
1. Total Revenues (equals line I.J)	1,432,673	///////////////////////////////////////	790,971	641,703	
2. Less: USDA (equals line I.D)	0	///////////////////////////////////////	0	0	
Title V (equals line I.E and II.D	0	///////////////////////////////////////	0	0	
Non Match In-Kind (equals line	0	///////////////////////////////////////	0	0	
3. Revenues Subject to Unit Reimburser	1,432,673	///////////////////////////////////////	790,971	541,703	
4. Total Projected Units (equals line III.A	111111111111111111111111111111111111111	111111111111111111111111111111111111111	48,500	36,000	
5. Total Reimbursement Rate	///////////////////////////////////////	111111111111111111111111111111111111111	16.3087	17.8233	
C. Units Reimbursed Through HCCBG	#DIV/01	111111111111111111111111111111111111111	5,396	4,040	
D. Units Reimbursed Through Program In	#DIV/0!	111111111111111111111111111111111111111	0	0	
E. Units Reimbursed Through Remaining	#DIV/0!	IIIIIIIIIII	43,104	31,964	
F. Total Units Reimbursed/Total Projecte	#DIV/01	111111111111111111111111111111111111111	48,500	36,004	

790971 641703 48500 36000

16.3087 17.8251

88008 72006 5396 4040

16,3099 17,8233

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

| DAAS-7324 | DAAS

Attachment number 1 \n

^{*} The Division of Aging ARMS deducts reported program income from semburesement paid to providers. Line III D indicates the number of units that will have to be produced in addition to those stated on time III C in order to earn the riest revenues stated on line II.C.

availability. Required local match will be expended

simultaneously with Block Grant Funding.

Signature, County Finance Officer

Transportation

Administrative

Net Ser. Cost Total

Authorized Signature, Title

Community Service Provider

Signature, Chairman, Board of Commissioners Date

DAAS-733 (Rev. 2/16)

Home and Community Care Block Grant for Older Adults County Funding Plan

July 1, 2017 through June 30, 2018

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider:		Department of Social Services
County:	Cabarrus	

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Cabarrus County Department of Human Services goal is to increase participation in services and programs by low income elderly and elderly with limited English proficiency in the community. DHS provides assistance to all individuals living within the county's boundaries requesting services regardless of location within the county. The type and extent of services clients receive are based on clients' needs and availability of funding. Outreach by the agency has been accomplished by brochures, community forums, word of mouth and contacts with community

partners. Outreach is ongoing. Request from clients who meet the need for HCCBG services will continue to be accepted. New clients will be added as existing clients leave the program or experience a decrease of units needs or additional funds are secured. As an agency with multiple funding sources, assessments will be made with each case to be sure that the most appropriate funding is used to best meet the needs of the clients and that the Older American Act funds are for the traget population groups.

Standard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights For

Agencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults

FY18

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance nclude:

- In-Home Aide
- Home Care (home health)
- · Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below below as well as providing each services recipient with a copy of the information in written form. In addition providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided,
 without discrimination or reprisal as a result of voicing a grievance;
- · confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name:	Cabarrus County Dep	artment of Human Servi	ces	
Name of Agency	Administrator: Wil	lliam Ben Rose		
Signature:	mules	n du	Date:	5-24-17
(Please return t	nis form to your Area A	Agency on Aging and ret	ain a copy for you	files.)

CLIENT/PATIENT RIGHTS

- 1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
- 2. You have the right to appropriate and professional care relating to your needs.
- 3. You have the right to be fully informed in advance about the care to be provided by the program.
- 4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
- 5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
- 6. You have the right to voice you grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
- You have the right to expect that the information you share with the agency will be respected and held instrict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
- 8. You have the right to expect the preservation of your privacy and respect for your property.
- 9. You have the right to receive a timely response to you request for service.
- You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
- 11. You have the right to be informed of agency policies, changes, and costs for services.
- 12. If you are denied service solely on you inability to pay, you have the right to be referred elsewhere.
- You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
- 14. You have the right to be fully informed about other services provided by this agency.

July 1, 2016 through June 30, 2017 Home and Community Care Block Grant for Older Adults Community Service Provider Standard Assurances

Cabarrus County DHS

agrees to provide services through the Home and

(Name of Provider)

Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accorda with the following:

- 1. Services shall be provided in accordance with requirements set forth in:
 - a) The County Funding Plan
 - The Division of Aging Home and Community Care Block Grant Procedures Mannual for Community Services providers; and
 - c) The Division of Aging Services Standards manual, Volumes I through IV or at http://www.ncdhhs.gov/aging/monitor/mpolicy.htm

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

- 2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner on the Methodology to Address Service Needs of Low-Income(Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733)
- The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
 - a) Eligibility determination;
 - b) client intake/registration;
 - c) client assessment/reassessments and quarterly visits, as appropriate;
 - d) Determining the amount of services to be received by the client; and
 - e) Reviewing consumer contributions policies with eligible clients
- 4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.
- 5. As specified in ,45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

- 6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.
- 7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the <u>Provider Services Summary</u>, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
- 8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the <u>Agreement for the Provision of County-Based Aging Services</u> (DAAS-735).
- 9. Compliance with Equal Employment Opportunity and Americans With Disabilities Act requirements, as specified in paragraph fourteen (14) of the <u>Agreement for the Provision of County-Based Aging Services</u> (DAAS-735) shall be maintained.
- 10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the Area Agency on Aging indicating the recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.
- 11. Subcontracting All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
 - a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
 - b. The subcontractor has not been barred from doing business at the federal level.
 - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
 - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
 - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
- 12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Information must be maintained in a secure environment with restricted access, and community service providers must establish procedures to prevent accidental disclosures from data processing systems. Community service providers, including subcontractors and vendors, must adhere to requirements for protecting the security and confidentiality of client information.

DAAS-734 (revised 2/16)

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at http://www.ncdhhs.gov/control/retention/retention.htm.

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which the agency agrees to comply with 07 NCAC)4M.0510 when deciding on a method of record destruction. Confidential recors will be destroyed in such a manner that the records cannot be practically read or reconstructed.

(Authorized Signature)

(Date)

NC DIVISION OF AGING COST OF SERVICES -ATTACHMENT A LABOR DISTRIBUTION SCHEDULE

DAAS-732A1 2/16

INSTRUCTIONS: Under each service, provide the amount of money to be paid for the salary from the service.

AGENCY NAME:

Cabarrus DHS

(if used for other services verify that \$ amts carry to correct funding source on 731 and 732)

4-8

STAFF NAME	POSITION	FULL TIME PART TIME	TOTAL	ADMIN. SALARY	In-Home II Personal Care 042	In-Home III Personal Care 045	Congregate 180	Adult Day Care 030	Adult Day Health 155
Hall	Nut. Coor.	FULL TIME	\$44,830				44830		
Teal-Lewis	Nut. sup.	PART TIME	\$18,564				18,564		
Faggart	Nut. sup.	PART TIME	\$18,832				18,832		
Jackling	Nut. sup.	PART TIME	\$17,941				17,941		
Riddick	Nut. sup.	PART TIME	\$17,673				17,673		
Sitze	Nut. Asst.	PART TIME	\$13,558				13,558		
Wolford	Nut. sup.	PART TIME	\$18,564				18,564		
vacant	Nut. sup.	PART TIME	\$17,673				17,673		12
Little	Admin Asst.	FULL TIME	\$17,726				17,726		
St. John	SW II	FULL TIME	\$14,500		6,365	1,988		920	5,227
Fernandez	SW II	FULL TIME	\$15,760		5,674	1,772		820	7,494
Hinson	SW II	FULL TIME	\$12,182		5,348	1,670		773	4,391
			\$0						
			\$0						
			\$0					-	
			50						
			\$0				1		
			\$0						
	-		50						
			\$0						
			\$0						
			\$0						
			\$0						
		SUBTOTAL FT	104,998	0	17,387	5,430	62,556	2,513	17,112
		SUBTOTAL PT	122,805	0	0	0	122,805	0	0
		TOTAL	227,803	\$0	\$17,387	\$5,430	\$185,361	\$2,513	\$17,112
		PERCENT FT:	46.09%	#DIV/0!	100.00%	100.00%	33,75%	100.00%	100.00%
		PERCENT PT:	53.91%	#DIV/01	0.00%	0.00%	66.25%	0.00%	0.00%

INSTRUCTIONS: Under each service, provide the number of hours to be worked in that service.

AGENCY NAME:

Cabarrus DHS

STAFF NAME	POSITION	FULL TIME PART TIME	TOTAL	ADMIN. HOURS	In-Home II Personal Care 042	In-Home III Personal Care 045	Congregate 180	Adult Day Care 030	Adult Day Health 155
Hall	Nut. Coor.	FULL TIME	2080				2080		
Teal-Lewis	Nut. sup.	PART TIME	1456				1456		
Faggart	Nut. sup.	PART TIME	1456	2			1456		
Jackling	Nut. sup.	PART TIME	1456				1456		
Riddick	Nut. sup.	PART TIME	1456			-	1456		
Sitze	Nut. Asst.	PART TIME	1040			1	1040		
Wolford	Nut. sup.	PART TIME	1456				1456		
vacant	Nut. sup.	PART TIME	1456	-			1456		
Little	Admin Asst.	FULL TIME	1040				1040		
St. John	SWII	FULL TIME	546		240	75		35	196
Fernandez	SWII	FULL TIME	546		240	75		35	196
Hinson	SWII	FULL TIME	546		240	75		35	196
0	0	0	0						
0	0	0	0						
0	0	0	0						
0	0	0	0						
0	.0	0	0						
0	0	0	0						
0	0	0	0	. IGN					
0	- 0	0	0						
0	0	0	0						
0	0	0	0						
0	0	0	0						
		SUBTOTAL FT	4,758	0	720	225	3120	105	588
		SUBTOTAL PT	9,776	0	0	0	9776	0	0
		TOTAL	14,534	0	720	225	12896	105	588
		PERCENT FT	32,74%	#DIV/01	1.00	1.00	0.24	1.00	1.00
		PERCENT PT:	67.26%	#DIV/01	0.00	0.00	0.76	0.00	0.00

Attachment number 1 \n

HCCBG Budget

North Carolina Division of Aging

Service Cost Computation Worksheet c:732A.xls

Provider:

County:

Budget Period: July 1, 2017 through June 30, 2018

Revision __yes, __no, revision date __

DAAS-732A FY 2018

1. Projected Revenues	Grand Total		In-Home II - Personal Care 042	In-Home III Personal Care 045	Congregate	Adult Day Care 030	Adult Day Health 155
A. Fed/State Funding From the Division of A	427,908	1111111111	141,102	46,376	104,510	20,102	115,818
Required Minimum Match - Cash	///////////////////////////////////////	1111111111	///////////////////////////////////////	111111111111111111111111111111111111111	111111111111111111111111111111111111111	///////////////////////////////////////	1111111111
1) County General Fund	47,545	/////////	15,678	5,153	11,612	2,234	12,869
2)		1111111111					
3)	0	1111111111					
Total Required Minimum Match - Cash	47,545	/////////	15,678	5,153	11,612	2,234	12,869
Required Minimum Match - In-Kind	///////////////////////////////////////	//////////	1/1/1/1////	MIMIMI	///////////////////////////////////////	11/1/1/1/1/	11111111111
1)	0	/////////					
2)	0	/////////			1		
3)	0	1111111111					
Total Required Minimum Match - In-Kin	0	1111111111	0	0	0	D	0
B. Total Required Minimum Match (cash + i	47,545	1111111111	15,678	5,153	11,612	2,234	12,869
C. Subtotal, Fed/State/Required Match Re-	475,453	1111111111	156,780	51,529	116,122	22,336	128,687
D. USDA Cash Subsidy/Commodity Valuation	28,628	/////////		7	28,628		
E. OAA Title V Worker Wages, Fringe Benef	0	MIMIMI					
Local Cash, Non-Match	///////////////////////////////////////	//////////	///////////////////////////////////////	///////////////////////////////////////	///////////////////////////////////////	///////////////////////////////////////	11111111111
1) County General Fund	278,455	111111111			278,455		
2)	0	1111111111					
3)	0	111111111					
4)	.0	111111111		11			
F. Subtotal, Local Cash, Non-Match	278,455	IIIIIIIIII	0	0	278,455	0	0
Other Revenues, Non-Match	11111111111111	111111111	///////////////////////////////////////	mmmm	111111111111111111111111111111111111111	1111111111	11111111111
1) Donations	0	1111111111		1200			
2) State In-Home	0	111111111					
3) Out of County Revenue	2,000	1111111111			2,000		
G. Subtotal, Other Revenues, Non-Match	2,000	1111111111	0	0	2,000	0	0
Local In-Kind Resources (Includes Volunteer	111111111111111111111111111111111111111	111111111	///////////////////////////////////////	111111111111111111111111111111111111111	///////////////////////////////////////	///////////////////////////////////////	1/11/1/1/1/
1)	0	1111111111	11				
2)	0	IIIIIIIIII					
3)	0	1111111111					
H. Subtotal, Local In-kind Resources, Non-N	0	//////////	0	. 0	0	0	0
l. Client Program Income	24,000	///////////////////////////////////////	0	0	24,000	0	0
Total Projected Revenues (Sum I C,D,E,F,	808,536	1111111111	156,780	51,529	449,205	22,336	128,687
Percent of Grand Total	100%		19.39%	5.37%	55,56%	2.76%	15,92%

Attachment number 1 \n

I, Line Item Expense	Grand Total	Admin Cost	In-Home II - Personal Care 042	In-Home III Personal Care 045	Congregate	Adult Day Care 030	Adult Day Health 155
Staff Salary From Labor Distribution Schedu	///////////////////////////////////////	///////////////////////////////////////	///////////////////////////////////////	Minimi	111111111111111111111111111111111111111		
1) Full-time Staff	104,998	0	17,387	5,430	62,556	2,513	17,112
2) Part-time staff (do not include Title V w	122,805	0	0	0	122,805	0	0
A. Subtotal, Staff Salary	227,803	0	17,387	5,430	185,361	2,513	17,112
Fringe Benefits	///////////////////////////////////////	111111111111	11111111111	111111111111111111111111111111111111111	///////////////////////////////////////	11/11/11/11	1111111111
1) FICA	17,427	0	1,330	415	14,180	192	1,309
2) Health Ins.	18,084	0	2,831	928	11,592	409	2,324
3) Retirement	15,691	0	1,310	412	12,693	191	1,085
4) Unemployment Insurance	0						
5) Worker's Compensation	1,818	0	383	107	999	49	280
6) Other (Longevity)	5,015		852	280	3,060	123	700
S. Subtotal, Fringe Benefits	58,035	0	6,706	2,142	42,524	964	5,698
ocal In-Kind Resources, Non-Match	111111111111111	///////////////////////////////////////	///////////////////////////////////////	///////////////////////////////////////	///////////////////////////////////////	11111111111	11/11/11/11
1)	0	0					
2)	0	0					
3)	0						
Subtotal, Local In-Kind Resources Non-N	0	0	0	0	0	0	0
). OAA Title V Worker Wages, Fringe Bene	0	0	0	0	0	0	0
Travel	111111111111111111111111111111111111111	IIIIIIIIIIIII	111111111111111111111111111111111111111	IIIIIIIIIII	111111111111111111111111111111111111111	mmm	HHIIIII
1) Per Diem	0	0					
Mileage Reimbursement Other Travel Cost	1,000	0			1,000		
. Subtotal, Travel	1,000	0	0	0	1,000	0	0
Seneral Operating Expenses	111111111111111	///////////////////////////////////////	///////////////////////////////////////	MIIIIIIIIII	///////////////////////////////////////	///////////////////////////////////////	1111111111
1) Service Contracts	301,380		132,687	43,957		18,859	105,877
2) Rent, Utilities, Supplies	26,560				26,560		
3) ARMS COST	100				100		
4) Postage, Dues, Subscriptions	0	-					
5) Advertising	.0						
In Home Aide Level II and III RN assessm	0						
7) Program Supplies	4,500				4,500		
8) Caterer				3	185,000		
9) Tools and Minor Equipment					2,000		
LO) Purchased Services					1,000		
11) Training					1,160		
	0						2414
Subtotal, General Operating Expenses	521,700	0	132,687	43,957	220,320		105,877
Subtotal, Other Admin. Cost Not Allocal	///////////////////////////////////////	[[[[]]]]]	/////////	///////////////////////////////////////	<i>!!!!!!!!!!!!</i>	/////////	
in Lines II.A through F	///////////////////////////////////////	1/1////////////////////////////////////	///////////////////////////////////////	///////////////////////////////////////	11/1///////////////////////////////////	[[[[]]]]]	///////////////////////////////////////

		///////////////////////////////////////	1111111111	[[]]]]]]]]]	///////////////////////////////////////	///////////////////////////////////////	1111111111
H. Total Proj. Expenses Prior to Admin. Dist	808,538	. 0	156,780	51,529	449,205	22,336	128,687
Distribution of Admininistrative Cost	111111111111111111111111111111111111111	0	0	0	0	0	0
J. Total Proj. Expenses After Admin. Distrib	808,538	11/11/11/11/11	156,780	51,529	449,205	22,336	128,687

HCCBG Budget

Service Cost Computation Worksheet

Division of Aging

III. Computation of Rates	Grand Total		In-Home II - Personal Care 042	In-Home III Personal Care 045	Congregate	Adult Day Care 030	Adult Day Health 155	
A. Computation of Unit Cost Rate:	///////////////////////////////////////	///////////////////////////////////////	11/1/11/11/	///////////////////////////////////////	111111111111111111111111111111111111111	///////////////////////////////////////	///////////////////////////////////////	
Total Expenses (equals line II.J)	808,538	1111111111111	156,780	51,529	449,205	22,336	128,687	
2. Total Projected Units	///////////////////////////////////////	11/1///	8,610	2,500	41,310	650	3,100	
3. Total Unit Cost Rate	111111111111111111111111111111111111111	1111111111	18.2091	20.6118	10.8740	34.3635	41.5120	
B. Computation of Reimbursement Rate:	///////////////////////////////////////	///////////////////////////////////////	11111111111	///////////////////////////////////////	111111111111111111111111111111111111111	/////////	111111111	
1. Total Revenues (equals line I.I)	808,536	///////////////////////////////////////	156,780	51,529	449,205	22,336	128,687	
2, Less: USDA (equals line I,D)	28,628	111111111111111111111111111111111111111	0	0	28,628	0	0	
Title V (equals line I.E and II.D)	0	111111111111111111111111111111111111111	0	0	0	0	0	
Non Match In-Kind (equals line	0	///////////////////////////////////////	0	0	0	0	0	
3. Revenues Subject to Unit Reimburser	779,908	HHIIIIII	156,780	51,529	420,577	22,336	128,687	
4. Total Projected Units (equals line III.A	///////////////////////////////////////	///////////////////////////////////////	8,610	2,500	41,310	650	3,100	
5. Total Reimbursement Rate	11/11/11/11/11	111111111111	18.2091	20.6116	10.1808	34.3631	41.5119	
C. Units Reimbursed Through HCCBG	#DIV/0!	111111111111	8,610	2,500	11,406	650	3,100	
D. Units Reimbursed Through Program In	#DIV/01	mmmm	0	0	2,357	0	0	
E. Units Reimbursed Through Remaining	#DIV/0!	111111111111111111111111111111111111111	0	0	27,547	0	0	
F. Total Units Reimbursed/Total Projected	#DIV/0!	111111111111	8,610	2,500	41,310	650	3,100	

156780	51529	420577	22336	128687
8610	2500	41310	650	3100
18.2091	20.6116	10.181	34.3631	41.5119
156780	51529	116122	22336	128687
8610	2500	11406	650	3100
18.2091	20.6116	10.1808	34.3631	41.5119

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summerly (DAAS-732) as follows:

| DAAS-7324 | DAAS

Attachment number 1 \n

^{*} The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on tine III.D in order to earn the not revenues staffed on line II.C.

NAME AND ADDRESS					Home and	d Commu	nity Care Blo	ock Grant f	or Older	Adults				
COMMUNITY SERVICE	PROVID	ER									DAAS-732 (F	Rev. 2/16)		
Cabarrus County DHS						Coun	ty Funding P	lan		County		Cabarrus		
1303 S. Cannon Blvd											2017 through	June 30, 20	18	
Kannapolis, NC 28083					P	rovider Se	ervices Sumi	mary		Revision	# :	Rev Date:		
					Α		В	С	D	E	F	G	Н	
		. Delivery									Projected	Projected	Projected	Projected
	(Check				ant Fundir	-	Required	Net*	USDA	Total	HCCBG	Reimburse.		Total
Services	Direct	Purch.	Access	In-Home	Other	Total	Local Match		Subsidy		Units	Rate	Clients	Units
In-Home II - Personal Care	042			141102		mmmmm	15678	156780	0	156780	8610	18.2091	24	8610
In-Home III Personal Care	045			46376		mmmmm	5153	51529	0	51529	2500	20.6116	6	2500
Congregate 180					104510	mmmmm	11612	116122	28628	144750	11406	10.1808	250	41310
Adult Day Care 030					20102	ишишиши	2234	22336	0	22336	650	34.3631	6	650
Adult Day Health 155					115818	mmmmm	12869	128687	0	128687	3100	41.5119	20	3100
						mmmmm	0	0	0	0	0	.0		0
						mmmmm	0	0	0	0	0	0		0
						mmmmm	0	0	0	0	0	0		0
						MIMMIM	0	0	0	0	0	0		0
						111111111111111	0	0	0	0	0	0		0
Total	IIIIII	1111111	0	187478	240,430	427,908	47546	475454	28628	504082	mmmmm -	mmmmm -	306	#DIV/0!
*Adult Day Care & Adult	Day Heal	th Care No	et Service	Cost										
	ADC		ADHC							1	Mille	111.	-	7/
Daily Care					Certificati	on of requi	ired minimum	local mate	h	10	10000	eva	7.	247)
Transportation					availability.	Required loca	al match will be e	xpended		Authorize	d Signature, T	itle		Date
Administrative					simultane	ously with	Block Grant I	Funding.		Communi	ty Service Pro	vider		
Net Ser, Cost Total														
					Signature	County F	inance Office	r Date		Signature	, Chairman, B	oard of Comr	nissioners	Date

Exhibit 14A: List of Subcontractors		Region	F	_FY_/8
Provider: Caloarras County Otts	Provider Code: 0/2	County	CoSGNUS	

List each subcontractor in the chart below. A subcontractor is defined as an entity that has been contracted to do a job within the scope of the service provider's grant award. The subcontractor is accountable for the same requirements as the service provider, depending on the terms of the subcontract. Subcontractors must adhere to service standard requirements by the Division of Aging and Adult Services. Do not list vendors who provide services through a 'purchase of service'. These are services which do not follow prescribed service standards and are goods or services sold equally to all consumers.

Subcontractor Name	Type Agency Non-Profit For-Profit Government	Subcontracted Service Name	Subcontractor Contact Name, Address & Phone Number	Scope of the Subcontract (Briefly describe any service requirements that will be delegated to the subcontractor, e.g. eligibility determination, service authorization, assessments/reassessments, preparation and delivery of meals, provision of a ride and driver/requirements, tasks on an In-Home Aide plan of care, aide competency testing, aide supervision, etc.)
Punchy's Diner	For-Profit	Congregate Nutrition	Aaron Jordan 550 Concord Parkway Concord, NC 28027 704-786-2222	Preparation and delivery of meals to Congregate Nutrition sites
University Adult Care, Inc.	For-Profit	Adult Day Care/Health	Ruby Kumar 1324 John Kirk Dr. Charlotte, NC 28263 704-510-0030	Provision of Adult Day Care/Health Services
Coltrane LIFE Center, Inc.	Non-Profit	Adult Day Care/Health	Susan Caudle 321 Corban Ave., SW Concord, NC 28025 704-788-1215	Provision of Adult Day Care/Health Services
Interim Healthcare of the Triad, Inc.	For-Profit	In-Home Services II & III	Julie Conrad 250 Branchview Dr. Concord, NC 28025 704-788-3483	Provision of In-Home Aide Services Level II & III

Attest Statement: Providers utilizing subcontractors must provide assurance that both for profit and non-profit subcontractors are compliant with state and federal regulations. These assurances are the subcontractor: A) has not been suspended or debarred (G.S. §143C-6-23; 09NCAC03M), B) has not been barred from doing business at the federal level, C) is able to produce a notarized "State Grant Certification of No Overdue Tax Debts", D) has obtained all licenses, permits, bonds and insurance necessary for carrying out HCCBG Services. In addition, Non-Profit Subcontractors are registered as a charitable (501c3) organization with the federal government.

Provider Signature:	mite	ph	Title: Opecar	Date: 5-24-1)	
Version 2016				Page of	

Attachment number 1 \n

Exhibit 14A: List of Subcontractors			Region	F	FY_18
Provider: Cobons County DHS	Provider Code:_	012	County_	Coloms	
List each subcontractor in the chart below. A subcontractor grant award. The subcontractor is accountable for the sam					

List each subcontractor in the chart below. A subcontractor is defined as an entity that has been contracted to do a job within the scope of the service provider's grant award. The subcontractor is accountable for the same requirements as the service provider, depending on the terms of the subcontract. Subcontractors must adhere to service standard requirements by the Division of Aging and Adult Services. Do not list vendors who provide services through a 'purchase of service'. These are services which do not follow prescribed service standards and are goods or services sold equally to all consumers.

Subcontractor Name	Type Agency Non-Profit For-Profit Government	Subcontracted Service Name	Subcontractor Contact Name, Address & Phone Number	Scope of the Subcontract (Briefly describe any service requirements that will be delegated to the subcontractor, e.g. eligibility determination, service authorization, assessments/reassessments, preparation and delivery of meals, provision of a ride and driver/requirements, tasks on an In-Home Aide plan of care, aide competency testing, aide supervision, etc.)
Senior Helpers	For-Profit	In-Home Aide Services II & III	Sandy Mullins 1000 Copperfield Blvd NE Concord, NC 28025 704-792-1001	Provision of In-Home Aide Services Level II & III
ResCare Homecare	For-Profit	In-Home Aide Services II & III	Dana Ramsey 320 Copperfield Blvd Concord, NC 28025 704-793-4220	Provision of In-Home Aide Services Level II & III

Attest Statement: Providers utilizing subcontractors must provide assurance that both for profit and non-profit subcontractors are compliant with state and federal regulations. These assurances are the subcontractor: A) has not been suspended or debarred (G.S. §143C-6-23; 09NCAC03M), B) has not been barred from doing business at the federal level, C) is able to produce a notarized "State Grant Certification of No Overdue Tax Debts", D) has obtained all licenses, permits, bonds and insurance necessary for carrying out HCCBG Services. In addition, Non-Profit Subcontractors are registered as a charitable (501c3) organization with the federal government.

Provider Signature:	underd	Title: Director	Date: 5-27-17	
Version 2016	A		Page of	

Attachment number 1 \n

DAAS-733 (Rev. 2/16)

Home and Community Care Block Grant for Older Adults County Funding Plan

July 1, 2017 through June 30, 2018

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider:		Cabarrus County Planning & Development
County:	Cabarrus	

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

The Planning & Development's goal is to coordinate and provide Housing and Home Improvement Services in conjunction with the Department of Human Services that is funded by the Home and Community Care Block Grants. Coordination of this function will produce a service product that is both accountable and accessible by the full scope of the clients for which the HCCBG funds were designated. It is our intent to meet the needs of that specialized population. The Planning & Development Department will coordinate with the Department of Human Services and other service providers to ensure that the population is served. All eligible cleints will be provided access to service. The Planning & Development Department will follow all program guidelines for service provision and client treatment. Homes will be modified using program guideline eligibility for services such as handicap accessibility, door widenings, minor roof repairs, and safety improvements. Any improvements will be made in compliance with all program regulations. The Planning & Development Department will take referrals from the Department of Human Services and other service providers of the target population. Outreach is achieved through these programs, word of mourth and visiting nutrition sites and other programs designed to address the target population.

Standard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights For

Agencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults

FY18

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance nclude:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below below as well as providing each services recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- · have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name:	Cabarrus County Planning and Development Department				
Name of Agency	Administrator: Kelly Sifford				
Signature:	Nee & SelM	Date:	5-24-17		
(Please return t	his form to your Area Agency on Aging and re	etain a copy for your	files.)		

CLIENT/PATIENT RIGHTS

- You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
- 2. You have the right to appropriate and professional care relating to your needs.
- 3. You have the right to be fully informed in advance about the care to be provided by the program.
- 4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
- 5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
- You have the right to voice you grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
- You have the right to expect that the information you share with the agency will be respected and held instrict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
- 8. You have the right to expect the preservation of your privacy and respect for your property.
- 9. You have the right to receive a timely response to you request for service.
- You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
- 11. You have the right to be informed of agency policies, changes, and costs for services.
- 12. If you are denied service solely on you inability to pay, you have the right to be referred elsewhere.
- 13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
- 14. You have the right to be fully informed about other services provided by this agency.

July 1, 2016 through June 30, 2017 Home and Community Care Block Grant for Older Adults Community Service Provider Standard Assurances

Cabarrus County Planning and Developme agrees to provide services through the Home and (Name of Provider)

Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

- 1. Services shall be provided in accordance with requirements set forth in:
 - a) The County Funding Plan
 - The Division of Aging Home and Community Care Block Grant Procedures Mannual for Community Services providers; and
 - c) The Division of Aging Services Standards manual, Volumes I through IV or at http://www.ncdhhs.gov/aging/monitor/mpolicy.htm

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

- Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner on the <u>Methodology to Address Service Needs of Low-Income(Including Low Income Minority Elderly)</u>, <u>Rural Elderly and Elderly with Limited English Proficiency</u> format, (DAAS-733)
- 3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
 - a) Eligibility determination;
 - b) client intake/registration;
 - c) client assessment/reassessments and quarterly visits, as appropriate;
 - d) Determining the amount of services to be received by the client; and
 - e) Reviewing consumer contributions policies with eligible clients
- 4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.
- 5. As specified in ,45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

DAAS-734 (revised 2/16)

- Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.
- 7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the <u>Provider Services Summary</u>, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
- 8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the <u>Agreement for the Provision of County-Based Aging Services</u> (DAAS-735).
- Compliance with Equal Employment Opportunity and Americans With Disabilities Act requirements, as specified in paragraph fourteen (14) of the <u>Agreement for the Provision of County-Based Aging</u> <u>Services</u> (DAAS-735) shall be maintained.
- 10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the Area Agency on Aging indicating the recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.
- 11. Subcontracting All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
 - a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
 - b. The subcontractor has not been barred from doing business at the federal level.
 - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
 - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
 - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
- 12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home an Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Information must be maintained in a secure environment with restricted access, and community service providers must establish procedures to prevent accidental disclosures from data processing systems. Community service providers, including subcontractors and vendors, must adhere to requirements for protecting the security and confidentiality of client information.

DAAS-734 (revised 2/16) 13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at http://www.ncdhhs.gov/control/retention/retention.htm.

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which the agency agrees to comply with 07 NCAC)4M.0510 when deciding on a method of record destruction. Confidential recors will be destroyed in such a manner that the records cannot be practically read or reconstructed.

(Authorized Signature)

NC DIVISION OF AGING COST OF SERVICE S-ATTACH MENT A LABOR DISTRIBU TION SCHEDUL E

INSTRUCTIONS: Under each service, provide the amount of money to be paid for the salary from the service.

AGENCY
NAME: Js County Planning and Development Dep Best practice is to use last 5 Columns for non-unit services

STAFF NAME	POSITION	FULL TIME PART TIME	TOTAL	ADMIN. SALARY	Housing/ Home Repair 140
Dana Simpson	Weatherization M	FULL TIME	\$6,000		\$6,000
Donald Corbett	Weatherization M	FULL TIME	\$6,000		6,000
			so		
			\$0		
			\$0		
			50		
			\$0		
			\$0		
			\$0		
			50		
			\$0		
			\$0		
			\$0		
			\$0		
			50		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
		SUBTOTAL FT	12,000	0	12,000
		SUBTOTAL PT	0	o	0
		TOTAL	12,000	\$0	\$12,000
		PERCENT FT:	100.00%	#DIV/01	100.00%
		PERCENT PT:	0.00%	#DIV/0!	0.00%

Page 113 4-8

INSTRUCTIONS: Under each service, provide the number of hours to be AGENCY NAME: Cabarrus County Planning and Development De

Cabarrus County Planning and Development Department

STAFF NAME	POSITION	FULL TIME PART TIME	TOTAL	ADMIN. HOURS	Housing/ Home Repair 140
Dana Simpson	Weatherization M	FULL TIME	170	F-15.5	170
Donald Corbett	Weatherization M	FULL TIME	170		170
0	.0	- 0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
- 0	- 0	- 0	0		1
0	0	0	0		
0	0	0	0		
.0	0	- 0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
		SUBTOTAL FT	340	0	340
		SUBTOTAL PT	0	- 0	0
		TOTAL	340	0	340
		PERCENT FT:	100.00%	#DIV/01	1.00
		PERCENT PT:	0.00%	#DIV/0!	0.00

Attachment number 1 \n

4-8 Page 114 HCCBG Budget

North Carolina Division of Aging

Service Cost Computation Worksheet c:732A.xls
Provider: Cabarrus County Planning and Development Department
County: Cabarrus
Budget Period: July 1, 2017 through June 30, 2018
Revision __yes, __no, revision date __

UEDA(NSIP) reimbursement is \$.75/mea)

i. Projected Revenues	Grand Total		Housing/ Home Repair 140
A. Fed/State Funding From the Division of A	46,824	IIIIIIIII	46,824
Required Minimum Match - Cash	1111111111111		1/////////
1) County General Fund	5,203		5,203
2)	0	1111111111	1000
3)	0	1111111111	
Total Required Minimum Match - Cash	5,203	1111111111	5,203
Required Minimum Match - In-Kind	///////////////////////////////////////	1111111111	1111111111111
1)	0	/////////	
2)	0	111111111	
3)	0	/////////	Page 1
Total Required Minimum Match - In-Kini	0	1/1//////	0
B. Total Required Minimum Match (cash+)	5,203	1111111111	5,203
C. Subtotal, Fed/State/Required Match Re-	52,027	1111111111	52,027
D. USDA Cash Subsidy/Commodity Valuation	0	1111111111	
E. OAA Title V Worker Wages, Fringe Benef	0	/////////	
Local Cash, Non-Match	///////////////////////////////////////	/////////	///////////////////////////////////////
1) County General Fund	0	/////////	
2)	0	1111111111	
3)	0	111111111	
4)	0	1111111111	
F. Subtotal, Local Cash, Non-Match	0	1111111111	0
Other Revenues, Non-Match	1111111111111	1111111111	111111111111111111111111111111111111111
1) Donations	0	1111111111	
2) State In-Home	0	111111111	
3)	0	111111111	
G. Subtotal, Other Revenues, Non-Match	0	111111111	0
Local In-Kind Resources (Includes Volunteer	1111111111111	111111111	///////////////////////////////////////
1)	0	1111111111	
2)	0	HIHHH	
3)	0	111111111	
H. Subtotal, Local In-kind Resources, Non-N	0	111111111	0
I. Client Program Income	0	111111111	0
. Total Projected Revenues (Sum I C,D,E,F,	52,027	111111111	52,027
Percent of Grand Total	100%		100,00%

Attachment number 1 \n

4-8 Page 115

HCCBG Budget			
Division of Aging			
Service Cost Computation Worksheet			
II. Line item Expense	Grand Total	Admin Cost	Housing/ Home Repair 140
Staff Salary From Labor Distribution Schedu	111111111111111	///////////////////////////////////////	1111111111
1) Full-time Staff	12,000	0	12,000
2) Part-time staff (do not include Title V w	0	0	0
A. Subtotal, Staff Salary	12,000	0	12,000
Fringe Benefits	1111111111111	///////////////////////////////////////	
1) FICA	918	0	918
2) Health Ins.	0	0	
3) Retirement	0	0	
4) Unemployment insurance	0		
5) Worker's Compensation	0	0	
6) Other (Longevity)	0		
B. Subtotal, Fringe Benefits	918	0	918
Local In-Kind Resources, Non-Match	111111111111111111111111111111111111111	111111111111	IIIIIIIII.
1)	0	0	
2)	0	0	
3)	0		
. Subtotal, Local In-Kind Resources Non-N	0	0	0
D. OAA Title V Worker Wages, Fringe Bene	0	0	0
Travel	mmmm	//////////////////////////////////////	11111111111
1) Per Diem	0	0	
2) Mileage Reimbursement 3) Other Traver Lost	0	0	3.5
	U		
Subtotal, Travel	0	0	0
General Operating Expenses	mmmm	10111011011	mum
1) Service Contracts	0		
2) Rent, Utilities, Supplies	0		
3) ARM5 COST	0		
4) Postage, Dues, Subscriptions	0		
5) Advertising	0		
6) In Home Aide Level II and III RN assessm	0		20.464
7) Program Supplies	39,109		39,109
8) Caterer			
	0		
F. Subtotal, General Operating Expenses	39,109	0	39,109
Subtotal, Other Admin. Cost Not Allocal		[[]]]]]]]]] [[]]]]]]]]]	

Attachment number 1 \n

4-8 Page 116

		1111111111	1111111111
H. Total Proj. Expenses Prior to Admin. Dist	52,027	0	52,027
I. Distribution of Admininistrative Cost	///////////////////////////////////////	0	0
J. Total Proj. Expenses After Admin. Distrib	52,027	111111111111	52,027

HCCBG Budget

Service Cost Computation Worksheet

5. Total Reimbursement Rate

Division of Aging			
III. Computation of Rates	Grand Total		Housing/ Home Repair 140
A. Computation of Unit Cost Rate:	///////////////////////////////////////	///////////////////////////////////////	1111111111
Total Expenses (equals line II,J)	52,027	///////////////////////////////////////	52,027
2. Total Projected Units	///////////////////////////////////////	11111111	0
3. Total Unit Cost Rate	111111111111111111111111111111111111111	//////////	#DIV/01
B. Computation of Reimbursement Rate:	///////////////////////////////////////	///////////////////////////////////////	1111111111
1. Total Revenues (equals line I.J)	52,027	111111111111111111111111111111111111111	52,027
2. Less: USDA (equals line I.D)	0	///////////////////////////////////////	0
Title V (equals line I.E and II.D)	0	111111111111111111111111111111111111111	0
Non Match In-Kind (equals line	0	///////////////////////////////////////	0
3. Revenues Subject to Unit Reimburser	52,027	111111111111111111111111111111111111111	52,027
4. Total Projected Units (equals line III.A	111111111111111111111111111111111111111	111111111111	0

C. Units Reimbursed Through HCCBG #DIV/0! //////// #DIV/0! D. Units Reimbursed Through Program In #DIV/0! ///////// #DIV/01 E. Units Reimbursed Through Remaining #DIV/01 //////// #DIV/01 F, Total Units Reimbursed/Total Projecte #DIV/0! ///////// #DIV/0!

> 52027 0

////////////////////////////#DIV/0!

Page 3

#DIV/01

52027 #DIV/01

#DIV/01

Information on this form (DAAS-732A) convectionds with information stated on the Provider Services Summery (DAAS-732) as follows:

	DAAS-732A	DAAS-732
Block Grant Funding	Line I.A	Col. A
Required Local Match-Cash & In-Kind	Line LB	Col. B
Net Service Cost	Line I.C.	Col. C
NSIP Subsidy	Line I.D	Col. D
Total Funding	L.1.C+I.D	Col.E
Projected HCCBG Reimburged Units	Line III.C	Col. F
Total Reimbursement Rate	Line III.B.5	Col. G
Projected Total Service Units	Line III.F	Col. I

Attachment number 1 \n

4-8 Page 117

^{*} The Division of Aging ARMS deducts reported program, income from reinbursement paid to providers. Une III.D. Indicates the number of units that will have to be produced in addition to those stated on the III.C in order to earn the net revenues stated on line II.C.

aily Care	ADC	ADHC	Certification of required minimum local match availability. Required local match will be expended	Authorized Signature, Title	5-24-1
dministrative et Ser. Cost Total			simultaneously with Block Grant Funding.	Community Service Provider	Date
			Signature, County Finance Officer Date	Signature, Chairman, Board of Cor	nmissioners Date

Date

DAAS-733 (Rev. 2/16)

Home and Community Care Block Grant for Older Adults County Funding Plan

July 1, 2017 through June 30, 2018

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Se	mmunity Service Provider:	Cabarrus Meals on Wheels
County:	Cabarrus	

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Cabarrus Meals on Wheels delivers meals to elderly homebound individuals in Cabarrus County to assist them to assist them to remain independent in their homes. We partner with: 1: Cooperative Christian Ministries to receive referrals for low income seniors in need of meals, 2: Department of Human Services to receive referrals. 3. Home care providers to provide meals to low income seniors.

Standard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights For

Agencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults

FY18

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance nolude:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below below as well as providing each services recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Cabarrus Meals on Wheels, Inc.

Name of Agency Administrator:

Kimberly Strong

Signature:

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

- You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
 - 2. You have the right to appropriate and professional care relating to your needs.
 - 3. You have the right to be fully informed in advance about the care to be provided by the program.
 - You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
 - You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
 - You have the right to voice you grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
 - You have the right to expect that the information you share with the agency will be respected and held instrict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
 - 8. You have the right to expect the preservation of your privacy and respect for your property.
 - 9. You have the right to receive a timely response to you request for service.
 - You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
 - 11. You have the right to be informed of agency policies, changes, and costs for services.
 - 12. If you are denied service solely on you inability to pay, you have the right to be referred elsewhere.
 - You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
 - 14. You have the right to be fully informed about other services provided by this agency.

July 1, 2016 through June 30, 2017 Home and Community Care Block Grant for Older Adults Community Service Provider Standard Assurances

Cabarrus Meals on Wheels, Inc (Name of Provider) agrees to provide services through the Home and

Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

- 1. Services shall be provided in accordance with requirements set forth in:
 - a) The County Funding Plan
 - The Division of Aging Home and Community Care Block Grant Procedures Mannual for Community Services providers; and
 - c) The Division of Aging Services Standards manual, Volumes I through IV or at http://www.ncdhhs.gov/aging/monitor/mpolicy.htm

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

- 2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner on the Methodology to Address Service Needs of Low-Income(Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733)
- 3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
 - a) Eligibility determination;
 - b) client intake/registration;
 - c) client assessment/reassessments and quarterly visits, as appropriate;
 - d) Determining the amount of services to be received by the client; and
 - e) Reviewing consumer contributions policies with eligible clients
- 4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.
- 5. As specified in ,45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

DAAS-734 (revised 2/16)

- Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.
- 7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the <u>Provider Services Summary</u>, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
- 8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
- Compliance with Equal Employment Opportunity and Americans With Disabilities Act requirements, as specified in paragraph fourteen (14) of the <u>Agreement for the Provision of County-Based Aging</u> Services (DAAS-735) shall be maintained.
- 10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the Area Agency on Aging indicating the recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.
- 11. Subcontracting All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
 - a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
 - b. The subcontractor has not been barred from doing business at the federal level.
 - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
 - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
 - The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
- 12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home an Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Information must be maintained in a secure environment with restricted access, and community service providers must establish procedures to prevent accidental disclosures from data processing systems. Community service providers, including subcontractors and vendors, must adhere to requirements for protecting the security and confidentiality of client information.

DAAS-734 (revised 2/16) 13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at http://www.ncdhhs.gov/control/retention/retention.htm.

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which the agency agrees to comply with 07 NCAC)4M.0510 when deciding on a method of record destruction. Confidential recors will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Kimberly Strong

Suthorized Signature

(Date) 5 /4/2017

NC DIVISION OF AGING COST OF SERVICE S-ATTACH MENT A LABOR
DISTRIBU
TION
SCHEDU
LE FY: 2018

INSTRUCTIONS: Under each service, provide the amount of money to be paid for the salary from the service.

AGENCY
NAME:
Cabarrus Meals on Wheels, Inc

STAFF NAME POSITION	FULL TIME PART TIME	TOTAL	ADMIN. SALARY	Home Delivered 020
Kitchen Manag Manager	FULL TIME	\$32,000		\$32,000
Kitchen Asst. Manager	FULL TIME	\$20,000		20,000
Kitchen Utilities	Part time	\$12,000		12,000
Kitchen Utilities	Part time	\$12,000		12,000
		\$0		
		50		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		50		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
	SUBTOTAL FT	52,000	0	52,000
	SUBTOTAL PT	24,000	0	24,000
	TOTAL	76,000	\$0	\$76,000
	PERCENT FT:	68.42%	#DIV/01	68.42%
	PERCENT PT:	31.58%	#D!V/01	31.58%

Page 125 4-8

INSTRUCTIONS: Under each service, provide the number of hours to be AGENCY NAME: Cabarrus Meals on Wheels, Inc

Non Unit Svcs in These Columns

STAFF NAME		PART TIME	TOTAL	ADMIN. HOURS	Home Delivered 020
Kitchen Manag	Manager	FULL TIME	40		40
Kitchen Asst. M	0		30		30
Kitchen Utilities	0	Part time	20		20
Kitchen Utilities	0	Part time	20		20
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	- 0		
0	0	0	- 0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
-0	0	0	0		
0	0	0	0		
0	0	0	0		
		SUBTOTAL FT	70	0	70
		SUBTOTAL PT	40	0	40
		TOTAL	110	0	110
		PERCENT FT:	63.64%	#DIV/01	0.64
		PERCENT PT:	36.36%	#DIV/01	0.36

Attachment number 1 \n

4-8 Page 126 HCCBG Budget

North Carolina Division of Aging
Service Cost Computation Worksheet c:732A.xls
Provider: Cabarrus Meals on Wheels, Inc.
County: Cabarrus
Budget Period: July 1, 2017 through June 30, 2018
Revision __yes, __no, revision date_____

USDA(NSIP) reimbursement is \$.75/meat

I. Projected Revenues	Grand Total		Home Delivered 020
A. Fed/State Funding From the Division of A	70,630	1111111111	70,630
Required Minimum Match - Cash	111111111111111	1111111111	///////////////////////////////////////
1) Cabarrus Meals on Wheels	7,848	1111111111	7,848
2)	0	/////////	
3)	0	1111111111	
Total Required Minimum Match - Cash	7,848	1111111111	7,848
Required Minimum Match - In-Kind	11111111111111	1111111111	111111111111111111111111111111111111111
1)	0	1111111111	
2)	0	1111111111	
3)	0	1111111111	
Total Required Minimum Match - In-Kin	0	///////////////////////////////////////	0
B. Total Required Minimum Match (cash + i	7,848	1111111111	7,848
C. Subtotal, Fed/State/Required Match Re-	78,478	1111111111	78,478
D. USDA Cash Subsidy/Commodity Valuation	36,000	111111111	36,000
E. OAA Title V Worker Wages, Fringe Benef	0	111111111	
Local Cash, Non-Match	111111111111111	/////////	111111111111111111111111111111111111111
1) County General Fund	0	111111111	
2)	0	1111111111	
3)	0	1111111111	
4)	0	1111111111	
F. Subtotal, Local Cash, Non-Match	0	mmm	0
Other Revenues, Non-Match	11111111111111	1111111111	1111111111111111
1) Donations/ grants	400,000	1111111111	400,000
2) Fundraisers	100,000	1111111111	100,000
3)	0	111111111	
G. Subtotal, Other Revenues, Non-Match	500,000	1111111111	500,000
Local In-Kind Resources (Includes Volunteer	1111111111111	1111111111	111111111111111111111111111111111111111
1)	0	///////////////////////////////////////	
2)	0	111111111	
3)	0	111111111	
H. Subtotal, Local In-kind Resources, Non-N	0	111111111	0
I. Client Program Income	0	111111111	0
J. Total Projected Revenues (Sum I C,D,E,F,	614,478	111111111	614,478
Percent of Grand Total	100%		100.00%

Attachment number 1 \n

4-8 Page 127

HCCBG Budget Division of Aging			DOA-732A
Service Cost Computation Worksheet			FY 2018
II. Line Item Expense	Grand Total	Admin Cost	Home Delivered 020
Staff Salary From Labor Distribution Schedu	111111111111111111111111111111111111111	///////////////////////////////////////	///////////////////////////////////////
1) Full-time Staff	52,000	0	52,000
2) Part-time staff (do not include Title V w	24,000	0	24,000
A. Subtotal, Staff Salary	76,000	0	76,000
Fringe Benefits	111111111111111	111111111111	///////////////////////////////////////
1) FICA	5,814	0	5,814
2) Health Ins.	1,200	0	1,200
3) Retirement	0	0	
4) Unemployment Insurance	0		
5) Worker's Compensation	2,500	0	2,500
5) Other (Longevity)	0		
B. Subtotal, Fringe Benefits	9,514	0	9,514
Local In-Kind Resources, Non-Match	11/11/11/11/11	1111111111111	///////////////////////////////////////
1)	0	0	
2)	0	0	
3)	0		
C. Subtotal, Local In-Kind Resources Non-N	0	0	0
D. OAA Title V Worker Wages, Fringe Bene	0	- 0	0
Travel	111111111111111	IIIIIIIIIII	//////////////////////////////////////
1) Per Diem	0	0	
2) Mileage Reimbursement 3) Other Travel Cost	0	0	
E. Subtotal, Travel	0	0	0
General Operating Expenses	///////////////////////////////////////	///////////////////////////////////////	mmmm
1) Service Contracts	15,000		15,000
2) Rent, Utilities, Supplies	150,000		150,000
3) ARMS COST	480		480
4) Postage, Dues, Subscriptions	12,000		12,000
5) Advertising	5,000		5,000
6) In Home Aide Level II and III RN assessm	0		
7) Program Supplies	346,484		346,484
8) Caterer			
	0		
F. Subtotal, General Operating Expenses	528,964	0	528,964
 Subtotal, Other Admin. Cost Not Allocal in Lines II.A through F 			//////////////////////////////////////

Attachment number 1 \n

4-8 Page 128

		///////////////////////////////////////	///////////////////////////////////////
H. Total Proj. Expenses Prior to Admin. Dis	614,478	0	614,478
1. Distribution of Admininistrative Cost	///////////////////////////////////////	0	0
J. Total Proj. Expenses After Admin. Distrib	614,478	111111111111	614,478

HCCBG Budget

Service Cost Computation Worksheet Division of Aging

Division of Aging			
III. Computation of Rates	Grand Total		Home Delivered 020
A. Computation of Unit Cost Rate:	111111111111	///////////////////////////////////////	111111111111111111111111111111111111111
1. Total Expenses (equals line II.J)	614,478	1111111111111	614,478
2. Total Projected Units	11/11/11/11/11	11111111	117,000
3. Total Unit Cost Rate	11/11/11/11/11	1111111111	5.2519
B. Computation of Reimbursement Rate:	111111111111111111111111111111111111111	1111111111	111111111111111111111111111111111111111
1. Total Revenues (equals line IJ)	614,478	111111111111111111111111111111111111111	614,478
2. Less: USDA (equals line I.D)	36,000	111111111111111111111111111111111111111	36,000
Title V (equals line I.E and II.D)	0	11/11/11/11/11	0
Non Match In-Kind (equals line	0	///////////////////////////////////////	0
3. Revenues Subject to Unit Reimburser	578,478	///////////////////////////////////////	578,478
4. Total Projected Units (equals line III.A	111111111111111111111111111111111111111	111111111111111111111111111111111111111	117,000
5. Total Reimbursement Rate	111111111111111	///////////////////////////////////////	4.9443
C. Units Reimbursed Through HCCBG	#DIV/01	///////////////////////////////////////	15,872
D. Units Reimbursed Through Program In	#DIV/01	///////////////////////////////////////	0
E. Units Reimbursed Through Remaining	#DIV/01	IIIIIIIIIII	101,127
F. Total Units Reimbursed/Total Projected	#DIV/01	///////////////////////////////////////	116,999

578478 117000

4.9443

78478 15872

4.9444

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

	DAAS-732A	DAAS-73
Block Grant Funding	Line LA	Col A
Required Local Malch-Cesh & In Kind	Line I.B.	Col B
Net Service Cost	Line I.C	Col. C
NSIP Subaldy	Line (D)	Col. D
Total Funding	L 1.C+I.D	CHE
Projected HCCBG Reimbursed Units	Line III.C	Col. F
Total Reimburgement Rate	Line III.B.5	Col G
Projected Total Service Units	Cities III.F	Cali

Attachment number 1 \n

4-8 Page 129

^{*} The Division of Aging ARMS deducts reported program income from reimbursament paid to providers. Line III.D indicates the number of units that will have to be produced in addition to threat stated on till III.C in order to earn the net revenues stated on line II.C.

Signature, County Finance Officer

Signature, Chairman, Board of Commissioners Date

Home and Community Care Block Grant for Older Adults

TOTAL UNIT SUMMARY

	Block Grant			Reimbursement	HCCBG	Cost	Cost Share	Other	Other Funding	Total	HCCBG
Service	Funding	Match	Net Service	Rate	Units	Share	Units	Funding	Units	All Units	Clients
			Cost								
Trans 250	79,207	8,801	88,008	16.3087	5,396	-	-	702,963	43104	48,500	4,664
Medical Transp 033	64,805	7,201	72,006	17.8233	4,040	-		569,697	31964	36,004	3,816
In-Home II - Personal Care 042	141,102	15,678	156,780	18.2091	8,610			0	0	8,610	24
In-Home III Personal Care 045	46,376	5,153	51,529	20.6116	2,500	-	-	0	0	2,500	6
Congregate 180	104,510	11,612	116,122	10.1808	11,406	24,000	2,357	0	0	13,763	250
Home Delivered 020	70,630	7,848	78,478	4.9443	15,872	-	-	500,000	101,127	116,999	80
Housing/ Home Repair 140	46,824	5,203	52,027	#DIV/0!	#DIV/0!	-	#DIV/0!	0	#DIV/0!	#DIV/0!	70
Adult Day Care 030	20,102	2,234	22,336	34.3631	650	- 4	_	0	0	650	6
Adult Day Health 155	115,818	12,869	128,687	41.5119	3,100		5.4	0	0	3,100	20
Senior Center Operation 170	87,301	9,700	97,001	#DIV/0!	#DIV/0!		#DIV/0!	0	#DIV/0!	#DIV/0!	4,500
											-
		-	-					0		7-	¥*
		-						0		-	+
		-	-	E HE				0		-	-
		-	-					0		-	
Total	776,675	86,297	862,972		#DIV/0!	24,000	#DIV/0!	########	#DIV/0!	#DIV/0!	13,436

2659632

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

JUNE 5, 2017 4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 19, 2017 Meeting

SUBJECT:

Finance - 2017 and 2018 Limited Obligation Bonds (LOBS) Project Ordinance Updates

BRIEF SUMMARY:

During the months leading up to the issuance of debt, many expenditures need to be pre-audited and/or paid prior to the actual receipt of the funding. A budget should be established before contracts are pre-audited. A budget amendment for the 2017 LOBS Fund is attached to establish \$1,000,000 for the following type of expenditures: Bond Attorney, Underwriter, Local Attorney, debt application fee, Rating Agency fees, Title Insurance, Trustee fees, etc. Updates to the LOBS 2017 and LOBS 2018 Project Ordinance have been included to allow proceeds and projected expenditures to be added to the Capital Project Funds and to allow updates after the debt proceeds have been received.

Also included in the attached LOBS 2017 budget amendment is a reallocation of parking deck architect funding to the land acquisition funding to cover property taxes that are required to be paid for the parking deck property.

REQUESTED ACTION:

Motion to adopt the LOBS 2017 budget amendment and updates to the LOBS 2017 and LOBS 2018 Project Ordinances.

4-9

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearrington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Date:	6/19/2017	Amount:	\$1,002,630
Dept. Head:	Susan Fearrington	Department:	Finance - LOBS 2017
"Internal Transfer Within Department "Transfer Between Departments/Funds by Supplemental Request"			

Purpose: This budget amendment records \$1,000,000 of future debt proceeds and a corresponding Legal Fee expenditure. The LOBS 2017 proceeds will be received in October 2017. Until that time several contracts will need to be pre-audited. A pre-audit cannot be signed without a budget in place. This budget amendment also reallocates \$2,630 in Parking Deck Architect funds to the Land Acquisition expenditure account to cover property taxes incurred at the Parking Deck land closing and for the 2017 property taxes that will be owed in July 2017.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
36960000- 6918	Proceeds from LOBS	\$0.00	\$1,000,000.00		\$1,000,000.00
36990000- 9609	Legal Fees	\$0.00	\$1,000,000.00		\$1,000,000.00
					\$0.00
36991110- 9607-DECK	Architects	\$1,009,035.00		\$2,630.00	\$1,006,405.00
36991110- 9801-DECK	Land Acquisition	\$260,000.00	\$2,630.00		\$262,630.00
					\$0.00
	Total				

4-9

Page 133

ATTACHMENTS

- □ Project Ordinance LOBS 2017
- □ Project Ordiance LOBS 2018

Page 134

4-9

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
Debt Proceeds	1,000,000

TOTAL REVENUES \$16,949,759

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
Financing Costs	1,000,000

TOTAL EXPENDITURES	\$16,949,759
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GRAND TOTAL – REVENUES	\$16,949,759
GRAND TOTAL – EXPENDITURES	\$16.949.759

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.
- 12. The Manager, Finance Director, or designee may create debt financing amendments from estimated projections upon approval by the Board of Commissioners of the debt financing and adjust as needed upon closing.

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 19 th day of June, 2017.	
	CABARRUS COUNTY BOARD OF COMMISSIONERS
	BY: Stephen M. Morris, Chairman
ATTEST:	
Clerk to the Board	

CABARRUS COUNTY LIMITED OBLIGATION BONDS 2018 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 and renovations of Public Schools. 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.

Capital Reserve Contribution	\$2,738,147
TOTAL REVENUES	\$2,738,147
The following appropriations are made as listed.	
RCCC – Advanced Technology Center New Cabarrus County Elementary School	\$1,580,396 1,157,751

GRAND TOTAL – REVENUES	\$2,738,147
GRAND TOTAL – EXPENDITURES	\$2,738,147

Section II.

C.

TOTAL EXPENDITURES

- 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.
 - The County Manager may transfer amounts up to \$500,000 between functions of the same fund.

\$2,738,147

- 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.
- 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.
- 12. The Manager, Finance Director, or designee may create debt financing amendments from estimated projections upon approval by the Board of Commissioners of the debt financing and adjust as needed upon closing.

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.

with the project is closed.

Adopted this the 19th day of June, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY:
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

JUNE 5, 2017 4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 19, 2017 Meeting

SUBJECT:

Finance - Construction and Demolition Landfill Budget Amendment

BRIEF SUMMARY:

A budget amendment to adjust the Landfill Closure and Post Closure liability accounts is needed. The budget amendment is intended to increase the Landfill Capital Reserve Expense account through an allocation of Fund Balance The Capital Reserve Expense account is used to adjust the Landfill Closure/Port Closure Liability accounts. A new Closure/Post Closure Estimate was prepared as of October 2016. To incorporate the changes, the liability accounts will need to be increased a total of \$139,916.

REQUESTED ACTION:

Motion to adopt budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearrington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

4-10 Page 141

BUDGET AMENDMENT:

ATTACHMENTS

- □ Closure & Post Closure Estimate
- □ Fd 270 Budget Amendment Landfill

4-10 Page 142

CABARRUS COUNTY
Cabarrus County C&D Landfill
Closure Cost Estimate
Table 6-2
(Revised October, 2016)
As of March 28, 2017

GL Acct #	GL Acct Name	Final Cover System	Quantity	Unit.	Cost	Total	Adj#1	Ad) #2	Amount used for Accrual
			12	ac	12,500	150,000		-	150,000
270 -00-00-0-0000-3503 -56	Closure/Postclos-C&D-Closure	Grade Intermediate Cover - Assume Stripping, grinding vegetation, and Placement of 6" of Additional Cover Material							
		Cap System Component (Active & unlined expansion area w/ a soil cap)							
270 -00-00-0-0000-3503 -56	Closure/Postclos-C&D-Closure	a. 18" Low Permeability Layer	58080	sy	8	435,600		-	435,600
270 -00-00-0-0000-3503 -56	Closure/Postclos-C&D-Closure	b. 6" Erosion layer	58080	SY	3	145,200			145,200
270 -00-00-0-0000-3503 -56 Closure/Postclos-C&D-Closure	Closure/Postclos-C&D-Closure	Temporary Erosion Control	12	ac	4,500	54,000		-	54,000
		Permanent Erosion Control							
270 -00-00-0-0000-3503 -56	Closure/Postclos-C&D-Closure	Diversion Berms/ Downdrains/ diversion channels	12	ac	25,000	300,000		*	300,000
270 -00-00-0-0000-3503 -56	Closure/Postclos-C&D-Closure	Landfill Gas Management	12.0	4.	174	25.000			45 000
270 -00-00-0-0000-3503 -56	Closure/Postclos-C&D-Closure	Vertical Gas Vents (10@ Avg. Dept of 10')	120	vf	125	15,000		-	15,000
270 -00-00-0-0000-3503 -56	Closure/Postclos-C&D-Closure	Gas Monitoring Wells (3@ Avg. Depth of 15')	40	vf	56	2,240			2,240
270 -00-00-0-0000-3503 -56	Closure/Postclos-C&D-Closure	Surveys	12	ac	1,250	15,000		+	15,000
		Landscaping							
270 -00-00-0-0000-3503 -56	Closure/Postclos-C&D-Closure	Seed ing, Fertilizing & Mulching	12	ac	4,300	51,600		-	51,600
270 -00-00-0-0000-3503 -56	Closure/Postclos-C&D-Closure	Indemnification	1	Is	5,000	5,000		*	5,000
		Subtotal				1,173,640			1,173,640
270 -00-00-0-0000-3503 -56	Closure/Postclos-C&D-Closure	Bonds and Mobilization/De mobilization (5% of Subtotal)				58,682			58,682
270 -00-00-0-0000-3503 -56	Closure/Postclos-C&D-Closure	Engineering Services, CQA/CQC (20% of Subtotal)				234,728			234,728
270 -00-00-0-0000-3503 -56	Closure/Postclos-C&D-Closure	Contingency (151% of Subtotal)				176,046		(176,046)	
		Total				1,643,096	=	(176,046)	1,467,050
		Cost per Acre				136,925			
		The material quantity is as measured in-place and compacted.							
		2. For instanting control include hid documents, constitution administration	and observation an	d COA report					

^{2.} Engineering services include bid documents, construction administration and observation, and CQA report

Table 6-3 Closure Cost Estimate Cabarrus County C&D Landfill Cabarrus County, North Carolina (Revised October, 2016)

		Monitoring	Quantity	Unit	Cost	Total	Adj #1	Ad) #2	Amount used for Accrual
270 -00-00-0-0000-3503 -57	Closure/Postclos-C&D-Post Clos	a. Active (Phase 1) C&D Landfill w/ (4) Grou ndwater Monitoring Wells and (1) Surface Water Sample Location (CD- 1s,CD-1d, CD-2, CD-3, CD-4 and SW-3) and QA/QC Samples Analyzed Sem i-Annually for 30 years.	60	events	3,230	193,800		-1	193,800
270 -00-00-0-0000-3503 -55	Closure/Postclos-MSW-Post Clos	b. <u>Unit 1MSW Landfil</u> I w/ (5) Groundwater Mon itoring Wells (MW-5, MW-7, MW-8A, MW-10 and MW-11) and QA/QC Samples Analyzed Semi-Annually for 15 years.	20	events	3,230	64,600		0	64,600
270 -00-00-0-0000-3503 -55	Closure/Postclos-MSW-Post Clos	c. <u>Unit 2/3 MSW Landfill & C&D LF Closure</u> w/ (20) Groundwater Monitoring Wells (MW-1, MW-3, MW-3d, MW-9, MW-A, MW-B, MW-C, MW-E, MW-E, MW-E, MW-F, MW-F, MW-F, MW-H, MW-H, MW-H, MW-I, MW-L, MW-L deep and MW-M, (4) Assessment Groundwater Monitoring Wells (AMW-Is, AMW-Id, AMW-2s and AMW-2d, and (2) Surface Wa ter Sample Locations (SW-2 and SW-3) and QA/QC Samples Analyzed Semi-Annua lly for 30 years.	44	events	24,140	1,062,160		**	1,062,160
270 -00-00-0-0000-3503 -561	Closure/Postciosure	6 Landfill Gas Wells Sampled and Analyzed Quarterly for 25 years.	120	events	460	55,200		-	55,200
270 -00-00-0-0000-3503 -561	Closure/Postclosure	Groundwater Remediation and Site Maintenance							
270 -00-00-0-0000-3503 -561	Closure/Postclosure	Groundwater remedia tion activities	15	yr	20,000	300,000		-	300,000
270 -00-00-0-0000-3503 -561	Closure/Postclosure	Fencing, Gates, Signs, etc.	30	yr	1,000	30,000		-	30,000
270 -00-00-0-0000-3503 -561	Closure/Postclosure	Access Roads	30	γr	2,000	60,000		-	60,000
270 -00-00-0-0000-3503 -561	Closure/Postclosure	Mowing	30	yr	5,100	153,000		81	153,000
270 -00-00-0-0000-3503 -561	Closure/Postclosure	Stormwa ter Structures	30	YF	5,000	150,000			150,000
270 -00-00-0-0000-3503 -561	Closure/Postclosure	Final Cover System Inspection & Repair	30	yr	15,000	450,000		-	450,000
270 -00-00-0-0000-3503 -561	Closure/Postclosure	Groundwater and Gas Monitoring Wells	30	yr	1,000	30,000		-	30,000
270 -00-00-0-0000-3503 -561	Closure/Postclosure	Admin., Recordkeping, and Engineering (incl. annual fees)	30	Ϋ́Γ	20,000	600,000	(600,000)	21	
		Subtotal				3,148,760	(600,000)		2,548,760
270 -00-00-0-0000-3503 -561	Closure/Postclosure	Contingency (5% of Subtotal)				157,438		(157,438)	
		TOTAL				3,306,198	(600,000)	(157,438)	2,548,760
		ANNUAL COST				115,406			110,207
		GRAND TOTAL	1000	diament.			-	-220	\$4,015,810

Adjustment

Adj #1 - Calarrus County provides administrative services. External administravice service providers would not be engaged.

Adj #2 - Operations are projected to continue until 2018, given normal volumne. At that point, contigency costs will be revaluated.

CABARRUS COUNTY CLOSURE - POST-CLOSURE COSTS As of March 31, 2017

		October 2016 - FY 2017	Admin	Contingency	Liability at	Payments Since Study		Adjusted		
		Amount from study	Adjustment	Adjustment	100%	FY 2017	FY 2017	Liability	G/L Balance	JE .
270 -00-00-0-0000-3503 -55	Closure/Postclos-MSW-Post Closure	1,126,760		-	1,126,760	(31,225)		1,095,535	1,170,299.80	(74,765)
270 -00-00-0-0000-3503 -56	Closure/Postclos-C&D-Closure	1,643,096	29	(176,046)	1,467,050	4	-	1,467,050	1,261,569.00	205,481
270 -00-00-0-0000-3503 -561	Closure/Postclosure -C&D Exp	1,985,638	(600,000)	(157,438)	1,228,200	9.	3	1,228,200	1,219,000.00	9,200
270 -00-00-0-0000-3503 -57	Closure/Postclos-C&D-Post Close	193,800	-		193,800			193,800	193,800.00	
		4,949,294	(600,000)	(333,484)	4,015,810	(31,225)		3,984,585	3,844,669	139,916
	Total Closure	1,643,096		(176,046)	1,467,050			1,467,050	1,261,569	205,481
	Total Post Closure	3,306,198	(600,000)	(157,438)	2,548,760	(31,225)		2,517,535	2,583,100	(65,565)
	Total	4,949,294	(600,000)	(333,484)	4,015,810	(31,225)		3,984,585	3,844,669	139,916
	Difference				- 5					1

4-10 Page 145

Date: 6/19	/2017	-	mount: \$139,916.	\$139,916.00					
Dept. Head: Sus	an Fearrington (prepared by staff)	Depa	rtment: Landfill	Landfill					
☐ Internal Transfer Within	Department	ansfer Between Departments/F	unds	Supplemental Request					
Purpose:									
reserve expense acc	ent is to increase the Landfill Cap ount is used to adjust the Landfill ed October 2016. Based on this n	Closure Post-Closure li	ability accounts.	The most recent cl	osure post-closure				
Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget				
27094610-9661	Capital Reserve	\$0.00	\$139,916.00	\$0.00	\$139,916.00				
27064610-6901	Fund Balance Approp	\$165,432.01	\$139,916.00	\$0.00	\$305,348.01				
	Tot	al							
Budget Officer	County M	anager	Boar	d of Commissioner	s				
C Approved	C Approve	ed	O A	pproved					
C Denied	C Denied		Op	enied					
Signature	Signature		Signa	Signature					
Date	Date		Date						

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

JUNE 5, 2017 4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 19, 2017 Meeting

SUBJECT:

Finance - Health Insurance Fund Budget Amendment

BRIEF SUMMARY:

Finance annually reviews revenues and expenditures of the Health Insurance Fund based on actual activity that has occurred in the fund. Revenues are being revised due to additional pharmacy refund, interest earnings and revenues received from clinic fees. Expenditures are being revised due to an increase in medical claims during the last portion of fiscal year 2017, for administrative fees due to increase in stop-loss cap and changes to the HRA and HSA insurance plans offered to employees. The enclosed budget amendment reflects these revisions and appropriates fund balance to cover the shortfall.

REQUESTED ACTION:

Motion to approve the Health Insurance Fund budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearrington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

4-11 Page 147

BUDGET AMENDMENT:

ATTACHMENTS

- □ Health Insurance Budget Analysis
- □ Fd 610 Budget Amendment Health Ins Fd

4-11 Page 148

													ESTIMATED						
ORG	ОВІ	ACCOUNT DESCRIPTION	ORIGINAL	TRANFRS	TRANFRS	REVISED	ACTUAL	ENCUMBRANCE	COBRA	PREMIUMS	RETIREE PREMIUMS	RETIREE INS	DSS RETIREE INSURANCE	UNUSED PREMIUMS	CLAIMS/ OTHER	IBNR	TOTAL	(OVER) / UNDER BUDGET	Health
61061917	6606	MP	(2,706.00)	7)	-	(2,706.00)	(2,656.49)	~		(260.65)				13000000	-	· ·	(2,917.14)	(21L14)	-
61061917	6606	WSACC	(29,771.00)			(29,771.00)	(27,265,80)	2.11	- 2	(2,476.20)	-	14.	-		- 2		(29,742.00)	29.00	-
61061917	6645	Clinic Fee		(510.00)	14	(510.00)	(3,005.00)	3-1		1912090	-	- 2	- 4	2	4	41	(3,005.00)	(2,495.00)	2,000.00
61061917	6661	Insurance Premiums	(9,403,466.00)		-	(9,403,466.00)	(7,355,279.09)	-	(4,632.20)	(1,341,520.88)	(86,551.00)	(7,474.79)	(24,441.25)	(615,000.00)	1,510.53		(9,433,388.67)	(29,922.67)	-
61061917	6701	Interest on Investments	(4,000.00)	-4	7.	(4,000.00)	(7,072.48)		A description of	100.101.001	deserved	300000	3	Array annual	(1,000.00)		(8,072,48)	(4,072,48)	2,000,00
61061917	6804	Insurance Refunds	(80,000.00)		2.4	(80,000.00)	(224,221.39)	341	-			- 2			TORREST TA	140	(224,221.39)	(144,221,39)	144,000,00
61061917	6901	Fund Balance Appropriated	6.4.4.4.4	(7,500.00)		(7,500.00)	-											7,500.00	12.00
61061917	6902	Contribution From General Fund			-			3	-	7	- 1	2		3		-	-		6
61061918	6661	Insurance Premiums - Dental	(409,855.00)			(409,855.00)	(352,921.96)	-	(177.14)	(70,407.46)			-		- 4		(423,506.55)	(13,651.55)	-
		Total 6 Revenues	(9,929,798.00)	(8,010.00)		(9,937,808.00)	(7,972,422.21)	14	(4,809.34)	(1,414,665.18)	(86,551.00)	(7,474.79)	(24,441.25)	(615,000.00)	510,53	1	(10,124,853.23)	(187,045.23)	148,000.00
61091917	9331	Minor Office Equipment		4	-			- 1		9	14	4	1	×	1	0	- 0	2	
61091917	9360	Medical Supplies	90,000.00	. 4.	14	90,000.00	22,644.43	67,355.57		2	÷	3		+	3	2	90,000.00	100	
61091917	9401	B&E Rental	31,428.00	30.00	-	31,458.00	26,126,56	5,331.44	-	-	9	-	-	94	-		31,458.00		-
61091917	9412	Power	5,500.00	(2,200.00)	(30.00)	3,270.00	1,869.07	14		20	-	4		-	373.81	2	2,242.88	1,027.12	
61091917	9445	Purchased Services (1095 forms)	100	8,010.00	3,648,00	11,658,00	10,381.25	-		71	-	-	-	-		+	10,381.25	1,276,75	
61091917	9485	Administration Fees	1,574,865.00			1,574,865,00	927,183.33	211,079.81	-	2	+	-	-	-	5,000.00	2	1,143,263.14	431,601,86	[410,500,00]
61091917	948501	Admin - HSA Origination Fee	325,000.00		~	325,000,00	328,250.00	-		4		3	- 1	+	1,062.50		329,312.50	(4,312,50)	5,500,00
51091917	948502	HRA Account - Gilsber	80,000.00	14.	9	75,752.00	51,154.04	-	-		~	-	-	~	10,480.00	-	51,634.04	14,117,96	(10,000.00)
61091917	948503	Federal PPACA Fees	37,455.00	2,800.00	(-)	40,255.00	37,025.91		ret	41	-	-	-		2,800.00	4	39,825.91	429.09	
51091917	9570	Service Contracts	337,309.00		-	337,309.00	247,999.24	83,750.76	1.0	-		-	-		-	-	331,750.00	5,559.00	*
61091917	9605	Consultants	-	114	-		10 P			2	-	-	-	4		2.1	1000		
61091917	9645	Self-Insured Hospital Claims	7,038,385,00		~	7,038,386,00	6,739,712.09	*	-	Ψ.	-	-	-	~	1,347,942.42		8,087,654.51	(1,049,268.51)	1,100,000.00
61091918	9485	Admin Fees - Dental	56,015.00	-	0	56,015.00	51,908.36	141	(2)	41	- 6	-	-	8	4,800.00	-	56,708.36	(693.36)	L
61091918	9645	Self-Insured Dental Claims	353,840.00		×	353,840,00	305,914.49			_				*	56,000.00	4-	361,914.49	(8,074,49)	
			9,929,798.00	8,640,00	3,618.00	9,937,808,00	8,750,168.77	367,517.58	- (- 2-	- 8			4	1,428,458.73	4	10,546,145.08	(608,337.08)	685,000.00
		Total		630.00	3,618.00				-	-	14.5			-		-	-	-	(537,000.00)

4-11 Page 149

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

JUNE 5, 2017 4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 19, 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), School Construction Fund (Fund 364), Community Development Block Grant Fund (Fund 410), Sheriff's Department Fund (Fund 461), Small Projects Fund (Fund 460), Department of Aging Fund(Fund 532), and Cannon Memorial Library Fund (Fund 534).

REQUESTED ACTION:

Motion to approve the Multi-year Budget Amendments and revised Project Ordinances.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearrington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

□ Fd 364 Proj Ord School Const Fd
□ Fd 410 Proj Ord CDBG Fd
□ Fd 460 Proj Ord Small Proj Fd
□ Fd 461 Proj Ord Sheriff Dept Fd
□ Fd 532 Proj Ord Dept of Aging Fd
□ Fd 534 Proj Ord Cannon Lib Fd
□ Budget Amendment Fd 364 School Const
□ Budget Amendment Fd 410 CDBG
□ Budget Amendment Fd 460 Small Project Fd
□ Budget Amendment Fd 461, 532, 534

4-12 Page 152

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)	3,666,394
General Fund Contribution	4,185,778
Sale of Fixed Assets	423,417
Contributions and Donations	117,036
Park & Recreation Trust Fund(PARTF) Grant	350,000

TOTAL REVENUES \$14,221,787

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	8,147,964
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
	150,000
Cooperative Ext. ADA Bathrooms	•
Furniture Replacements	178,723

4-12 Page 153

Unassigned 165,638

TOTAL EXPENDITURES

\$14,221,787

GRAND TOTAL - REVENUES GRAND TOTAL - EXPENDITURES

\$14,221,787 \$14,221,787

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.
 - The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
 - 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.
 - 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 19th day of June, 2017.

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

4-12

Page 155

CABARRUS COUNTY SCHOOL CONSTRUCTION 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 and renovations of Public Schools. Details of the projects are listed in section D. 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.
 - a. It is estimated that the following revenues will be available to complete capital projects as listed.

General Fund Contribution	\$4,947,602
Capital Reserve Contribution	23,109,893
Capital Projects Fund Contribution	2,134,634

TOTAL REVENUES \$30,192,129

C. The following appropriations are made as listed.

Odell Grades 3-5 Elementary School	\$22,438,668
R. Brown McAlister School	30,000
Northwest Middle School Roof	885,470
Rocky River Elementary School Roof	599,904
Winecoff Elementary School Roof	655,571
Jay M. Robinson High School Roof	1,146,752
Early College Site at RCCC	746,860
Kannapolis Intermediate Renovations-Carver Elem	1,520,978
CBTC Campus Renovations, Safety, Security	184,075
CBTC A/C Units Replacement Phase II	105,000
Concord Middle School Roof	884,359
Harrisburg Elementary School Roof	917,125
Available Other Improvements	77,367

TOTAL EXPENDITURES \$30,192,129

GRAND TOTAL – REVENUES	\$30,192,129
GRAND TOTAL – EXPENDITURES	\$30,192,129

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.
 - 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.
 - 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 19th Day of June, 2017.

Adopted this the 19" Day of June, 201	<i>1</i> .
	CABARRUS COUNTY BOARD OF COMMISSIONERS
	BY: Stephen M. Morris, Chairman
ATTEST:	
Clerk to the Board	

CABARRUS COUNTY COMMUNITY DEVELOPMENT SPECIAL REVENUE PROJECT ORDINANCE

BE IT ORDAINED by the Board of 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 grant project ordinance is hereby adopted:

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

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

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

oropriated for the projects.	
\$ 34.997	
4 0.,00.	
173.881	
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117,841	
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48,213	
619	
115,392	
5,423	
119,392	
<u>5,682</u>	
anticipated to be available	to
* 04.007	
\$ 34,997	
105 706	
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30,000	
09 411	
25,000	
27.541	
21,291	
05.915	
•	
25,000	
100.074	
	_
\$ 635,125	_
	\$ 34,997 173,881 8,115 117,841 5,570 48,213 619 115,392 5,423 119,392 5,682 \$ 635,125 anticipated to be available \$ 34,997 125,706 26,290 30,000 98,411 25,000 27,541 21,291 95,815 25,000 100,074 25,000

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

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

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

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

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

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

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

Adopted this 19th day of June, 2017.

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

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:

	Decord of Florities Decorders at	
	Board of Elections Department Interest on Investments	¢ 24 000
	Contribution from General Fund	\$ 34,098 61,484
	Contribution from Capital Reserve	150,000
	Contribution from Capital Neserve	\$ 245,582
	Register of Deeds Department:	φ 245,562
	Register of Deeds Fees	\$1,433,669
	Interest on Investments	39,251
	Contribution from General Fund	77,504
	Contribution from Ceneral Fund	\$1,550,424
	Soil and Water Department:	Ψ1,000,424
	Other Improvement Projects	\$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
		\$1,886,857
	Local Agricultural Preservation Projects:	
	Contribution from General Fund	\$13,800
	Deferred Farm Tax Collections	1,571,488
	Deferred Farm Tax Interest	266,382
	Interest on Investments	7,751
		\$1,859,421
	TOTAL REVENUES	\$5,542,284
D.	The following appropriations are made as listed:	

Board of Elections Equipment and Furniture

Board of Elections Department:

\$ 245,582

Register of Deeds Department: Register of Deeds Automation & Preservation	\$ 1,550,424
Soil and Water Department: Other Improvement Projects Clean Water Trust Fund Grant Clarke Creek Grant EEP Contract Porter Project2 Drill Repair & Maintenance Stewardship Suther Farm Project	\$216,736 529,819 28,014 16,900 266,967 12,000 36,421 780,000 \$1,886,857
Local Agricultural Preservation Projects: Other Improvement Projects	\$1,859,421
TOTAL EXPENDITURES	\$5,542,284
GRAND TOTAL – REVENUES GRAND TOTAL – EXPENDITURES	\$5,542,284 \$5,542,284

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.

CABARRUS COUNTY BOARD OF COMMISSIONERS

Adopted this 19th day of June, 2017.

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	BY:
ATTEST:	Stephen M. Morris, Chairman
Clerk to the Board	

CABARRUS COUNTY SHERIFF'S DEPARTMENT SPECIAL REVENUE 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 special revenue project ordinance is hereby adopted:

Section 1. The special revenue project authorized is for the purpose of collecting and appropriating federal and state funds received specifically for the Cabarrus County Sheriff's Department.

Section 2. The officers of this unit are hereby directed to proceed with this 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.

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

Federal Forfeiture Funds: Federal Forfeiture Sharing Justice Funds Federal Forfeiture Sharing Treasury Funds Contribution to General Fund-Fed Forf	\$ \$ \$	182,485 197,965 107,687
NC Substance Control: NC Substance Control Expenses	\$	610,667
Firing Range: Firing Range Maintenance/Repair	\$	26,650
TOTAL EXPENDITURES	\$1	125 454

Section 4. The following revenues are anticipated to be available to complete this project:

Federal Forfeiture Funds: Federal Forfeiture Sharing Justice Funds Federal Forfeiture Sharing Treasury Funds Contribution from General Fund-Fed Forf Interest on Investments—Federal Forfeiture	\$ \$ \$	97,931 257,710 114,935 17,561
NC Substance Control: NC Substance Control Funds Interest on Investments-NC Substance Control Contribution from General Fund	\$ \$ \$	386,308 54,156 170,203
Firing Range: Firing Range Funds Interest on Investments	\$ \$	26,395 255
TOTAL REVENUES	\$1	,125,454

Section 5. The Finance Officer is hereby directed to maintain within the Special Revenue Fund sufficient detailed accounting records.

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

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

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

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

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

- a. The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$100,000 between functions of the same ordinance.
- c. The Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
- d. Upon notification of funding increases or decreases to existing grants or revenues or the award of grants or revenues, the Manager or Finance Officer may adjust budgets to match, including grants that require a County match for which funds are available.
- e. The Manager may enter into and execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

Adopted this 19th day of June 2017.

CABARRUS	COLINITY			COLONIEDO
LABARRUS	CCULINITY	BUARDU) – (,() (/ /	ンシバンバードン

	BY:	
		Stephen M. Morris, Chairman
ATTEST:		
Clerk to the Board		

CABARRUS COUNTY DEPARTMENT OF AGING SPECIAL REVENUE 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 special revenue project ordinance is hereby adopted:

Section 1. The special revenue project authorized is for the purpose of collecting and appropriating contributions and private donations received specifically for the Cabarrus County Department of Aging System.

Section 2. The officers of this unit are hereby directed to proceed with this project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

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

Special Projects

\$ 205,374

Section 4. The following revenues are anticipated to be available to complete this project:

Contributions and Private Donations \$ 190,651 Interest on Investments \$ 14,723

Section 5. The Finance Officer is hereby directed to maintain within the Special Revenue Fund sufficient detailed accounting records.

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

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

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

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

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

- a. The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$100,000 between functions of the same ordinance.
- c. The Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.

d. The Manager may enter into and execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

Adopted this 19th day of June 2017.

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

CABARRUS COUNTY CANNON MEMORIAL LIBRARY 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 1. The project authorized is for the purpose of collecting and appropriating contributions and private donations received specifically for the Cabarrus County Cannon Memorial Library System.

Section 2. The officers of this unit are hereby directed to proceed with this project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

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

Bank Service Charges - Concord	\$ 3 , 585
Renovations & Upfit at Concord Branch	\$ 1,080,681
Renovations & Upfit at Mt. Pleasant Branch	\$ 9,740
Renovations & Upfit at Kannapolis Branch	\$ 50,000

Total \$ 1,144,006

Section 4. The following revenues are anticipated to be available to complete this project:

Total	\$ 1	L,144,006
Private Donation for Mt. Pleasant Library	\$	9,740
Interest on Investments - Trust	\$	44,876
Interest on Investments	\$	154,301
Contributions and Donations - Flowe Trust	\$	11,331
Contributions and Private Donations	\$	923 , 758

Section 5. The Finance Officer is hereby directed to maintain within the Capital Projects Fund sufficient detailed accounting records.

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

Section 7. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section 4 and on the total revenues received or claimed.

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

Section 9. At the completion of the project, all unrestricted excess funds are transferred to the General Fund and Attachment number $6 \ln 1$ the Capital Project Ordinance is closed.

4-12 Page 168

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

- a. The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$100,000 between functions of the same ordinance.
- c. The Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.

CABARRUS COUNTY BOARD OF COMMISSIONERS

d. The Manager may enter into and execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

Adopted this 19th day of June 2017.

Clerk to the Board

	BY:			
		Stephen M.	Morris,	Chairman
ATTEST:		_		

Date

Date: 6/19/20	17		Amount: \$245,000.00		
Dept. Head: Susan	Fearrington	1	Department: Co	Construction & Renovation	
☐ Internal Transfer Within Department ☐ Tra		ansfer Between Departments/Funds		✓ Supplemental Request	
Purpose:					4 5 T. (T.)
FY18 to FY22. The to be recorded as an experience transaction in the mult	y 2017 in the amount of \$266,0 otal cost of the land is \$511,029 oenditure and proceeds from leadi- i-year Construction and Renova	9.52. For accounting pase in the year of acquation Fund.	urposes the an isition. This bu	nount of the debt dget amendment	service is required to records the
Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
34398140-9801-0618	Land Acq - Rob Wallace	\$3,823,588.83	\$245,000.0	00	\$4,068,588.83
34368140-6905-0618	Proceeds fr Lease RWP	\$3,421,393.83	\$245,000.0	00	\$3,666,393.83
	Tota	I			
Budget Officer O Approved Denied	Approved O Approve		0 /	rd of Commissio Approved Denied	ners
Signature	Signature		Signa	ture	

Date

Date

Date: 6/19/2017		Amount:	\$77,366.76	
Dept. Head: Susan Fearrington (prep	pared by staff)	Department:	364 School Construction Fund	
Internal Transfer Within Department	Transfer Between	en Departments/Funds	✓ Supplemental Request	
Purpose:				
This budget amendment is to move the u account.	nspent funds from the o	completed Odell Sch	nool Project into an available Other Improvements	

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
36460000-6921-AVAIL	Cont'b from CRF	\$0.00	\$73,311.85		\$73,311.85
36460000-6910-AVAIL	Cont'b from Cap Proj f	\$0.00	\$4,054.91		\$4,054.91
36490000-9830-AVAIL	Other Improvements	\$0.00	\$77,366.76		\$77,366.76
1					\$0.00
36497342-9845	Admin/Legal	\$65,000.00		\$0.01	\$64,999.99
36497342-9606	Engineers	\$238,000.00		\$3,051.45	\$234,948.55
36497342-9607	Architects	\$1,005,000.00		\$8,691.13	\$996,308.87
36497342-9803	Utility Extensions	\$14,979.91		\$4,054.91	\$10,925.00
36497342-9820	Construction	\$17,660,461.00		\$2,297.45	\$17,658,163.55
36497342-9820-0599	Construction-Owner	\$220,130.00		\$19,850.46	\$200,279.54
36497342-9860	Equip & Furniture	\$850,976.82		\$2,789.89	\$848,186.93
36497342-9862	Technology	\$924,470.00		\$903.26	\$923,566.74
36497342-9864	Tech Infrastructure	\$256,985.00		\$240.17	\$256,744.83
36497342-9825	Contra Sales Tax	(\$298,657.55)		\$35,488.03	(\$334,145.58)
A #					\$0.00
36467342-6921	Cont'b from CRF	\$19,755,175.25		\$73,311.85	\$19,681,863.40
36467342-6910	Cont'b from Cap Proj f	\$327,153.66		\$4,054.91	\$323,098.75
ber 7	1				\$0.00

Page 171

Date: 6/19	Date: 6/19/2017			\$51,020.47 Community Development Block Grant		
Dept. Head: Susan Fearrington (prepared by staff)			artment: Communit			
Internal Transfer Within	nsfer Between Departments/F	unds	Supplemental Request			
Purpose:						
is a 25% County mate	ent is to update the HOME 2013 grant is to update the HOME 2016 grant in a project that will provide affordated of Commissioners on March 21,	nt will be used in conju ble housing opportunit	nction with the HC	ME 2015 grant ar	nd two non-profit	
Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget	
41063671-6432	HOME 2013 Revenues	\$97,886.00	\$0.00	\$70,344.55	7	
41063671-6902	Contribution from GF	\$25,000.00	\$0.00	\$3,708.98	\$21,291.02	
41093671-9383	HOME 2013 Sub Contract	\$117,345.00	\$0.00	\$69,131.68	\$48,213.32	
41093671-9605	HOME 2013 Consultants	\$5,541.00	\$0.00	\$4,921.85	\$619.15	
					\$0.00	
41063673-6432	HOME 2016 Revenues	\$0.00	\$100,074.00	\$0.00	\$100,074.00	
41063673-6902	Contribution from GF	\$0.00	\$25,000.00	\$0.00	\$25,000.00	
41093673-9383	Home 2016 Sub Contract	\$0.00	\$119,392.00	\$0.00	\$119,392.00	
41093673-9605	HOME 2016 Consultants	\$0.00	\$5,682.00	\$0.00	\$5,682.00	
	Total					
Budget Officer	County Man	nager	Board	d of Commissioner	s	
C Approved	C Approved		C Ap	proved		
C Denied	C Denied		O De	enied		
Signature	Signature		Signati	ure		
Date	Date		Date			

Date: 6/19/2017		A	\$663,200.0	00	
Dept. Head: Susan Fearrington (prepared by staff)			Department: Small Projects Funds		
Internal Transfer Within De	partment Tran	nsfer Between Departments/F	n Departments/Funds		
Purpose: This budget amendmen year.	t, for the Small Project Funds, is	to increase Revenue	Budgets to reflect	the actual Reve	enue received this
Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
46060000-6023	Deferred Tax Collect	\$1,092,987.76	\$460,000.00		\$1,552,987.76
46060000-602301	Deferred Tax Collect	\$0.00	\$18,500.00		\$18,500.00
46060000-6024	Deferred Tax Interest	\$199,381.99	\$67,000.00		\$266,381.99
46060000-6701	Interest on Investment	\$3,051.00	\$4,700.00		\$7,751.00
46090000-9704	Cont'b to GF	\$25,000.00	\$550,200.00		\$575,200.00
46061510-6701	Interest on Investment	\$33,497.82	\$600.00	7**************************************	\$34,097.82
46091510-9708	Cont'b to Capital Proj	\$5,775.24	\$600.00		\$6,375.24
46061610-6501-0258	Register of Deeds	\$1,322,668.96	\$111,000.00		\$1,433,668.96
46061610-6701	Interest on Investment	\$37,851.21	\$1,400.00		\$39,251.21
46091610-9407	Automation & Enhance	\$1,438,024.75	\$112,400.00		\$1,550,424.75
	Total				
Budget Officer Approved Denied	County Manager Approved Denied		Board of Commissioners O Approved O Denied		ners
Signature	Signature		Signatu	ire	-
Date	Date		Date		

4-12 Page 173

Date: 6/19/2017		Amount: \$	24,004.31
Dept. Head: Suzanne Burgess		Department: F	inance - Multi-year Funds
☐ Internal Transfer Within Department	☐ Transfer Between D	epartments/Funds	Supplemental Request

Purpose:

This budget amendment adjusts appropriations of revenues and expenditures for multi-year funds based on estimates and actual history of transactions that have occurred in the funds. Each year the multi-year fund budgets and Project Ordinances are evaluated and updated through budget amendments and revised Project Ordinances that are presented to the Board of Commissioners for approval.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
46162111-6305	Federal Forf Sharing	\$96,241.69	\$1,689.31		\$97,931.00
46162111-6701	Interest on Investment	\$6,886.00	\$40.00	ľ	\$6,926.00
46192111-9836	Forf Sharing Exp	\$180,755.99	\$1,729.31		\$182,485.30
					\$0.00
46162111-6701-TREAS	Int on Invest - Treas	\$10,635.00	\$100.00		\$10,735.00
46192111-9836-TREAS	Forf Sharing Exp-Treas	\$197,865.56	\$100.00		\$197,965.56
					\$0.00
46162112-6306	NC Substance Cont Tax	\$374,808.00	\$11,500.00		\$386,308.00
46162112-6701	Interest on Investment	\$53,906.00	\$250.00		\$54,156.00
46192112-9838	NC Substance Cont Exp	\$598,917.15	\$11,750.00		\$610,667.15
					\$0.00
46162114-6694	Firing Range Revenues	\$23,395.00	\$3,000.00		\$26,395.00
46162114-6701	Interest on Investment	\$230.00	\$25.00		\$255.00
46192114-9572	Range Maintenance	\$23,625.00	\$3,025.00		\$26,650.00
					\$0.00
53260000-6701	Interest on Investment	\$14,373.00	\$350.00		\$14,723.00

Budget Officer	County Manager		Board of Commiss	sioners
	Total			
53498240-9704	Contribution to Gen Fd	\$1,030,029.29	\$350.00	\$1,030,379.29
53468240-6701	Interest on Investment	\$153,951.00	\$350.00	\$154,301.00
				\$0.00
53290000-9358	Special Projects	\$198,324.00	\$7,050.00	\$205,374.00
53260000-6805	Contr Private Donate	\$183,951.00	\$6,700.00	\$190,651.00

Budget Officer	County Manager	Board of Commissioners
O Approved	O Approved	O Approved
O Denied	O Denied	O Denied
Signature	Signature	Signature
Date	Date	Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

JUNE 5, 2017 4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 19, 2017 Meeting

SUBJECT:

Planning and Development - HOME Plans and Programs

BRIEF SUMMARY:

Cabarrus County has participated in the Cabarrus/Iredell/Rowan HOME program for over twenty years. As part of the requirements for accepting the HOME funds, Cabarrus County is required to adopt plans and programs that address federal program requirements. These plans and programs include Fair Housing, Section 3, Section 504, Anti-displacement and Relocation, Equal Opportunity Employment, Citizen Participation, and Procurement. These plans have been adopted previously by the Board, however, they have a specified life span and must be readopted every 3 years.

REQUESTED ACTION:

Motion to adopt the HOME plans and programs as proposed.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, AICP
Planning and Development Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- □ Anti-Displacement/ Relocation plan
- □ Equal Employment Plan
- □ Citizen Participation
- □ Procurment Policy
- □ Section 3
- □ Fair Housing Resolution
- □ Fair Housing Plan

4-13 Page 177

CABARRUS COUNTY RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104(d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

For the Period of June 19, 2017-June 19, 2020

The County will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606(b)(1).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the County will make public and submit to the Community Investment and Assistance the following information in writing:

- 1. A description of the proposed activity;
- 2. A general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
- 3. A time schedule for the commencement and completion of the demolition or conversion:
- 4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units.
- 5. The source of funding and a time schedule for the provision of the replacement units; and
- 6. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.

The County will provide relocation assistance, as described in 24 CFR 570.606(b)(2), to each low/moderate-income household displaced by the demolition or housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, we will take the following steps to minimize the displacement of persons from their homes:

- 1. No housing unit will be demolished that, after inspection, has been found to be in such structural condition that it can be repaired for \$25.00 per square foot up to a maximum of \$25,000 per structure.
- 2. No housing unit will converted to a use other than as low/moderate-income housing using CDBG funds.

Adopted this 19 th day of June, 2017.	
Date	By: Chairman, Board of Commissioners
ATTEST:	
Clerk	

Cabarrus County

Equal Employment and Procurement Plan For the Period of June 19, 2017- June 19, 2020

The County of Cabarrus maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the County prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The County shall strive for greater utilization of all persons by identifying previously under utilized groups in the work force, such as minorities, women and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and Affirmative Action measures is hereby assigned to the Chairman and/or other persons designated by the Chief Elected Official to assist in the implementation of this policy statement.

The County shall develop a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the Chief Elected Official.

The County is committed to this policy and is aware that with its implementation, the County will receive positive benefits through the greater utilization and development of all its human resources.

	Chairman of the Board of Commissioners
A TEXTS OF	
ATTEST:	
Clerk	

Adopted this 19th day of June, 2017.

CITIZEN PARTICIPATION PLAN CABARRUS COUNTY

This plan describes how Cabarrus County will involve citizens in the planning, implementation and assessment of the HOME Program. The HOME Program provides funds to local governments through a HOME consortium. The funds must be used for projects which benefit low-and-moderate-income persons. The regulations give ultimate responsibility for the design and implementation of the program to local elected officials and also requires that citizens be given an opportunity to serve in key advisory roles to these elected officials.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the HOME program, including application, program implementation, amendments, closeout, assessment of performance and design of changes in the Plan. There will be two (2) general mechanisms for their involvement:; (1) public hearings and ad hoc community meetings; and (2) individual citizen efforts in the form of comments, complaints or inquiries submitted directly to the Program Administrator or the consultant who is administering the program.

PROGRAM IMPLEMENTATION

Citizen participation in program implementation will occur primarily through consultation with the program administrator or Board of Commissioners. They will be asked to review and comment on specific guidelines for approved projects. They will also meet to review any program amendments, budget revisions and other program modifications. All such changes will be discussed and their comments considered prior to action being taken. These meetings will be held on an as-needed basis. If program amendments require DOC approval, a public hearing will be held on the amendment. Citizens may also be involved in implementation of projects requiring citizen participation.

Citizen Participation Plan

PROGRAM ASSESSMENT

Program assessment activities by citizens will occur in a variety of ways. A performance hearing will be held thirty (30) to sixty (60) days prior to the start of planning for the next program year. The Board of Commissioners will be asked to provide time for citizen commentary for the Grantee Performance Report and to review that report prior to its submission.

As part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of program performance through the program year. Complaints should be submitted in writing to the HOME Administrator, Planning and Development Department, P.O. Box 707, Concord, NC 28026. A response will be given within ten (10) calendar days. If the response is unsatisfactory and the citizen is still dissatisfied, he/she should write to the City of Concord Planning and Development Department HOME Compliance Officer, P.O. Box 308, Concord, NC 28026 requesting an investigation of the problem. Program staff will also be available during normal business hours to respond to citizen inquiries.

The Citizen Participation Plan will be subject to annual review and proposed revisions by the Board of Commissioners to occur in the period between the performance hearing and the first public hearing on the subsequent year's application.

Technical assistance will be provided to citizen organizations and groups of low/moderate income persons or target area residents upon request. Such assistance will support citizen efforts to develop proposals, define policy and organize for the implementation of the program. It is expected that such assistance will be provided directly to the Board of Commissioners in response to their request. Assistance could be provided in the form of local expert presentations, information handouts, research of a specific issue or other short-term efforts.

Public Information: A public information effort will be undertaken to promote citizen participation. These efforts will include:

- Public Notice of all public hearings will be published in the newspaper at least ten (10) days before the hearing. These notices will indicate the date, time, location and topic to be considered. The notices will also be made available in the form of press releases as a public service announcement to local radio stations and will be provided to churches within the target area for distribution.
- Orientation information will be provided at the first public hearing. The Program Administrator will make a presentation at the televised public meeting covering the total HOME funds available; the range of eligible activities; the planning process and the schedule of meetings and hearings; the role of the citizens in the program; and a summary of other program requirements such as environmental, fair housing and contracting procedures.

Citizen Participation Plan

- A public file containing program documentation will be available for review at the Cabarrus County Government Center, 65 Church Street S., Concord, NC 28026 during normal business hours. Included will be copies of the Application, Environmental Review Record, the Citizen Participation Plan and Annual Performance Reports. Other program documents are also available for citizen review or request consistent with

applicable state and local laws regarding personal privacy and obligations of confidentiality.

- In the case of public hearings where a significant number of non-English speaking residents are expected to participate, a bilingual interpreter will be provided. All required documents will be available in Spanish
- In the case of hearing impaired, a person will be provided to sign.

Adopted this 19th day of June, 2017.	
	By: Chairman, Board of Commissioners
ATTEST:	
Clerk to Board	

CABARRUS COUNTY

PROCUREMENT POLICY HOME Program

For the Period of June 19, 2017-June 19, 2020

In the procurement of supplies, equipment, or services in the CABARRUS COUNTY HOME program the following shall apply:

- 1) <u>Small Purchase Procedures</u>. These are relatively simple and informal procurement methods that are sound and appropriate for a procurement for services, supplies, or other property, costing in the aggregate not more than \$1,500. Under this procurement method price or rate quotations shall be obtained from an adequate number of qualified sources. Office supplies and equipment may be secured by this method.
- 2) In <u>Competitive Sealed Bids (formal advertising)</u>, sealed bids shall be publicly solicited and a firm, fixed price contract shall be awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is lowest in price.
- 3) In <u>Competitive Negotiations</u>, proposals shall be requested from a number of sources and the Request for Proposals shall be publicized. All aspects of the competitive negotiations shall be carried out in conformance with Federal Circular A-102. The general administrative contract was awarded using this method.

On all procurements efforts shall be made to solicit bids from qualified small and minority business firms.

In all cases, procurement under this Policy must conform to the requirements set forth in 24 CFR 85.36.

An adequate record of procurements must be maintained to insure that these policies and the requirements of 24 CFR 85.36 have been followed in their entirety.

ADOPTED THIS THE 19 $^{\rm th}$ DAY OF JUNE, 2011 BY THE CABARRUS COUNTY BOARD OF COMMISSIONERS.

Ву:
Chairman, Board of Commissioners

Local Economic Benefit for Low- and Very Low-Income Persons Plan For the Period of June 19, 2017- June 19, 2020

To ensure that, to the greatest extent possible, contracts for work are awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, the County of <u>Cabarrus</u> has developed and hereby adopts the following Plan:
This Section 3 Plan shall apply to services needed in connection with the grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.
This Section 3 covered project area for the purposes of this grant program shall include the County of <u>Cabarrus</u> and portions of the immediately adjacent area.
When in need of a service, the County will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the Minority Business Directory published through the State Department of Commerce, local directories and Small Business Administration local offices. Word of mouth recommendation shall also be used as a source.
The County will include this Section 3 clause in all contracts executed under this HOME Program. Where deemed necessary, listings from any agency noted above shall be included as well as sources of subcontractors and suppliers.
The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the <u>Cabarrus</u> County Employment Security Commission shall be notified and referred to the contractor.
Each contract for housing rehabilitation under the program, as applicable, for jobs having contracts in excess of \$100,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.
Early in our project, prior to any contracting, major purchases or hiring, we will develop a listing of jobs, supplies and contracts likely to be utilized during the project. We will then advertise in

our local newspaper an advertisement, prominently located as a display advertisement, the pertinent information regarding the project including all Section 3 required information.

Adopted this _	19	day of	<u>June</u>		, 2 <u>020</u>
	(Chairman, Ca	abarrus Cou	nty Board of C	Commissioners
Attest:		,		·	
	-	Clerk, Cabar	rus County	Board of Com	missioners

CABARRUS COUNTY

FAIR HOUSING RESOLUTION For the Period of June 19, 2017-June 19, 2020

WHEREAS, The County of Cabarrus seeks to protect the health, safety, and welfare of its residents; and

WHEREAS, citizens seek safe, sanitary and habitable dwellings in all areas of the County; and

WHEREAS, the County finds the denial of equal housing opportunities because of religion, race, creed, color, sex, national origin, handicap or age legally wrong and socially unjust; and

WHEREAS, the denial of equal housing opportunities in housing accommodations is detrimental to public welfare and public order; and

WHEREAS, the County finds the practice of discrimination against any citizen in housing a denial of his equal rights and equal opportunity to seek better living conditions and to develop community pride;

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the County of Cabarrus, North Carolina, that:

- Section I. The Board of Commissioners of the County of Cabarrus has declared it an official policy of the County government that there shall not be discrimination in the terms and conditions for buying or renting housing in the County of Cabarrus.
- Section II. All business groups and individual citizens of the County of Cabarrus are urged to respect and implement this policy.
- Section III. The Planning and Development Director or their designate, is the official authorized to (1) receive and document complaints regarding housing discrimination in Cabarrus County; and (2) refer such complaints to the North Carolina Human Relations Council for investigation, conciliation and resolution.

ADOPTED, this 19th day of June, 2017.

By:______
Chairman, Board of Commissioners

ATTEST:

Clerk

Recipient's Plan to Further Fair Housing For June 19, 2017-June 19, 2020

Grantee. Caparrus County	
Recipient's Address: P. O. Box 707, Concord,	
NC 28026	
Contact Person: Kelly Sifford	Contact Phone #:704-920-2142
Contact Email:kfsifford@cabarruscounty.us	TDD #:704-920-3000
-	
I. Indicate if the Recipient will be affirma	atively furthering fair housing for the
first time or has implemented specific a	·
m st time of has implemented specific a	ictivities in the past.
F' (T'	4 A 1' '1' - 37
First Time Pa	ast Activities X

II. Identify and analyze obstacles to affirmatively furthering fair housing in recipient's community. (Use additional pages as necessary)

Research results purport that the primary barriers to housing choice in Cabarrus County are generally economic and educational in nature. More specifically, the issues appear to include dealing with the general public's understanding of Fair Housing rights, the home buying process, the number of affordable accessible units available and access to affordable loan packages and loan modifications promoting housing choice.

- Current Lending Products and Packages. Recent changes to lending products and packages have created obstacles to homeownership for lower income families. New credit requirements may disqualify many families from homeownership or loans to provide better housing choice. According to local nonprofit agencies, new HUD regulations regarding mortgage insurance are causing monthly mortgage costs to rise. This increase limits low-income families from housing choice due to being disqualified for loans that expand their options in the market.
- Fair Housing Awareness. Cabarrus County has had some fair housing complaints in the past few years reported directly to the Human Relations Council. It is possible that some fair housing violations go unreported due to a lack of understanding or knowledge of the rights of protected persons and families. Awareness in the private sector, as well as with the average individual, is a crucial step in addressing this particular barrier.
- **Knowledge of the Home buying process and associated costs.** Many families or individuals wishing to move into homeownership are not informed about the process of purchasing a home. This lack of knowledge may make them vulnerable to unscrupulous realtors, predatory lenders and poor loans which can limit housing choice through cost. Additionally, people new to homeownership

- may not understand the cost of home maintenance and budgeting for those and other associated costs (insurance, taxes, etc).
- **Transportation.** Changes in housing growth patterns in recent years have lead to more suburban housing options in Cabarrus County. However, transportation from these areas to employment and services may be a limiting factor for some families in accessing these housing choices. Economic or physical factors may limit the ownership of a vehicle, which may in turn limit access from these housing options to employment and services.
- Affordable Accessible Units. Nonprofits servicing individuals and families with disabilities report a lack of affordable, accessible housing units and statistical data supports their contention. These groups have expressed a need for supportive and transitional housing units to serve their client base.

III.	Will the above activities a	apply to the total	municipality or county?

Yes X No If no, provide an explanation. (Use additional pages as necessary)

IV. Briefly describe the quarterly activities that the recipient will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule and estimated cost for implementation of these activities must be included. Activities must be scheduled for implementation at least on a quarterly basis. (Use attached table)

Grantee: Cabarrus County

Quarterly Fair Housing Activity	Months	Year	Estimated Cost	Actual Cost
Creation and adoption of Fair Housing Plan.	June- Sept 2017	2017	\$100	
Cabarrus County Website Advertisement for Fair Housing and newspaper advertisement.	Oct- Dec 2017	2017	\$300	
Cabarrus County Website Advertisement for Fair Housing and placement of pamphlets in government offices, libraries, and Department of Human Services.	Jan- March 2018	2018	\$40	
Cabarrus County Website Advertisement for Fair Housing and newspaper advertisement publishing fair housing law and TDD number for complaints. Joint fair housing event in conjunction with other local jurisdictions.	April- June 2018	2018	\$300	
Cabarrus County Website Advertisement for Fair Housing and provide Fair Housing information and offering technical assistance to nonprofit agencies and the Department of Human Services in Cabarrus County who serve potentially protected groups such as programs that provide homebuyer assistance and rental assistance. Mail fliers and make phone calls to raise awareness.	July- Sept 2018	2018	\$50	
Cabarrus County Website Advertisement for Fair Housing and local cable television advertisement regarding Fair Housing in English and Spanish.	Oct- Dec 2018	2018	\$0	
Cabarrus County Website Advertisement for Fair Housing and newspaper advertisement publishing fair housing law and TDD number for complaints.	Jan- March 2019	2019	\$250	
Cabarrus County Website Advertisement for Fair Housing and placement of pamphlets in government offices, libraries, and Department of Human Services.	April- June 2019	2019	\$340	

Fair Housing event with other local jurisdictions.				
Cabarrus County Website Advertisement for Fair Housing and local cable television advertisement regarding Fair Housing in English and Spanish.	July- Sept 2019	2019	\$0	
Cabarrus County Website Advertisement for Fair Housing and provide Fair Housing information and offering technical assistance to nonprofit agencies and the Department of Human Services in Cabarrus County who serve potentially protected groups such as programs that provide homebuyer assistance and rental assistance. Mail fliers and make phone calls to raise awareness.	Oct- Dec 2019	2019	\$50	
Cabarrus County Website Advertisement for Fair Housing and update Fair Housing pamphlets at government offices, libraries and the Cabarrus County Department of Human Services.	Jan- March 2020	2020	\$40	
Cabarrus County Website Advertisement for Fair Housing and provide information to the local realtors' association regarding Fair Housing. Joint Fair Housing event with other local jurisdictions.	April- June 2020	2020	\$350	

- V. Describe recipient's method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under Cabarrus County grants. Include a description of how the recipient informs the public about the complaint procedures. (Use additional pages as necessary)
 - 1) Any person or persons wishing to file a complaint of housing discrimination in the county may do so by **informing the Cabarrus County Planning and Development**Director of the facts and circumstance of the alleged discriminatory acts or practice.
 - 2) Upon receiving a housing discrimination complaint, the **Cabarrus County Planning and Development Director** shall acknowledge the complaint within **10 days in writing** and inform the North Carolina Human Relations Commission about the complaint.
 - 3) The Cabarrus County Planning and Development Director shall offer assistance to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the County.
 - 4) The Cabarrus County Planning and Development Director shall publicize in the local newspaper, with the TDD# 704-920-3000, who is the local agency to contact with housing discrimination complaints.

Chairman, Cabarrus County	Signature	Date
Stephen M. Morris		
Approved by:		

Annroyed Ry

Board of Commissioners

STATE COUNTY OF THE CAROLINE

CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

JUNE 5, 2017 4:00 P.M.

AGE	NDA	CAI	EGU	KY:			

Discussion Items for Action at June 19, 2017 Meeting

SUBJECT:

BOC - General Budget Discussion

BRIEF SUMMARY:

This is a placeholder to allow for general budget discussion as needed.

REQUESTED ACTION:

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

4-14

Page 193

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

JUNE 19, 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

INVOCATION

REVEREND SCOTT DAVIS
PITTS BAPTIST CHURCH

A. APPROVAL OR CORRECTION OF MINUTES

- 1. Approval or Correction of Meeting Minutes
- B. APPROVAL OF THE AGENDA
- C. RECOGNITIONS AND PRESENTATIONS
 - 1. Active Living and Parks Park and Recreation Month Proclamation
 - 2. EMS Mission Lifeline Gold Recognition
- **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

5-1

Page 194

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.)

- County Manager Cooperative Extension ADA Bathrooms and Furniture for County Departments Budget Revision
- 2. County Manager Duke Energy Easement Approval
- 3. County Manager Duke Energy Easement at Royal Oaks Elementary School
- 4. DHS FY18 HCCBG Funding Plan
- 5. Finance Construction and Demolition Landfill Budget Amendment
- 6. Finance Health Insurance Fund Budget Amendment
- 7. Tax Administration Refund and Release Report May 2017

G. NEW BUSINESS

- 1. County Manager Adoption of the FY18 Cabarrus County Budget Public Hearing 6:30 P.M.
- 2. Finance Update of Capital Project Fund Budgets and Related Project Ordinances
- 3. County Manager FY18 Economic Development Allocation Public Hearing 6:30 P.M.
- 4. County Manager Purchase of Overflow Parking Lot Property at Concord Senior Center
- 5. County Manager Proposed T-Mobile Lease at Kannapolis Middle School
- 6. Infrastructure and Asset Management Wireless Tower at CCS Transportation Department
- 7. Planning and Development HOME Plans and Programs
- 8. Finance 2017 and 2018 Limited Obligation Bonds (LOBS) Project Ordinance Updates

H. APPOINTMENTS TO BOARDS AND COMMITTEES

- 1. Appointments and Removals Active Living and Parks Commission
- 2. Appointments Board of Equalization and Review
- 3. Appointments Cabarrus County Tourism Authority
- 4. Appointments and Removals Centralina Workforce Development Board
- 5. Appointments and Removals Jury Commission
- 6. Appointments and Removals Library Board of Trustees
- 7. Appointments and Removals Public Health Authority of Cabarrus County
- 8. Appointments Rowan-Cabarrus Community College Board of Trustees

5-1

- 9. Appointments Water and Sewer Authority of Cabarrus County
- 10. Appointments Mental Health Advisory Board
- 11. Appointments Harrisburg Fire Advisory Board

Page 195

I. REPORTS

- 1. County Manager Monthly New Development Report
- 2. County Manager Monthly Reports on Building Activity
- 3. Cardinal Innovations Healthcare Solutions Semi-Annual Dashboard Report for 2016
- 4. EDC May 2017 Monthly Summary Report
- 5. Finance Monthly Financial Update
- 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:

July 3	Work Session	4:00 p.m.	Multipurpose Room
July 17	Regular Meeting	6:30 p.m.	BOC Meeting Room
August 7	Work Session	4:00 p.m.	Multipurpose Room
August 21	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.

5-1 Page 196

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.

5-1 Page 197

UPDATED



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

JUNE 5, 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:

6-1



CABARRUS COUNTY BOARD OF COMMISSIONERS CHANGES TO THE AGENDA JUNE 5, 2017

UPDATED:

Closed Session

6-1 Closed Session – Pending Litigation, Economic Development and Acquisition of Real Estate

(Already included in the Agenda.)

2-1 Page 199