



CABARRUS COUNTY BOARD OF COMMISSIONERS

**WORK SESSION
DECEMBER 4, 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. 282

3. DISCUSSION ITEMS - NO ACTION

3.1 Salvation Army - Center of Hope Homeless Shelter Pg. 2

3.2 Infrastructure and Asset Management - Parking Deck Update Pg. 13

4. DISCUSSION ITEMS FOR ACTION AT DECEMBER 18, 2017 MEETING

4.1 County Manager - Cox Mill Force Main Easement Pg. 14

4.2 Kannapolis City Schools - Funding Request for Kannapolis Middle School Contract Changes Pg. 26

4.3 Kannapolis City Schools - Kannapolis City Schools Request Funds to Match Federal Grant Pg. 119

4.4 Active Living and Parks - 2017 Fees and Charges Policy Pg. 123

4.5 Board of Commissioners - Commissioner Appointments for 2018 Pg. 141

4.6 Board of Commissioners - Resolution Establishing the Board of Commissioners' 2018 Meeting Schedule Pg. 144

4.7 County Manager - Approval to Request Annexation for Elementary School Property Pg. 147

4.8 County Manager and Human Resources - Modifications to the Law Enforcement Fair Standards Labor Act (FSLA) 207(k) Fluctuating Workweek Method Pg. 150

4.9 Department of Human Services - FY18 HCCBG Funding Plan Revision Pg. 156

4.10 Finance - Budget Write off of Capital Projects in the Construction and Renovation Fund and the School Construction Fund Pg. 159

4.11 Finance - Contractual Incentive Payment for SMG (Cabarrus Arena) Pg. 171

4.12 Finance - Limited Obligation Bonds 2017 (Update on Debt Issuance) Pg. 182

4.13 Library - Policy Updates Pg. 194

4.14 Planning and Development - Soil and Water Conservation District Board - Contract for Farmland Preservation Grant Pg. 212

4.15 Cardinal Innovations Healthcare Solutions - Appointment of Board Member Pg. 283

5. APPROVAL OF REGULAR MEETING AGENDA Pg. 278

6. ADJOURN



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

DECEMBER 4, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Salvation Army - Center of Hope Homeless Shelter

BRIEF SUMMARY:

A representative from the Salvation Army will present plans for the Center of Hope Homeless Shelter being built in the community.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

William L. Mills, III, Mills Law
Ken Griffin, Griffin Architecture
Major Rebekah Poole, Salvation Army

BUDGET AMENDMENT REQUIRED:

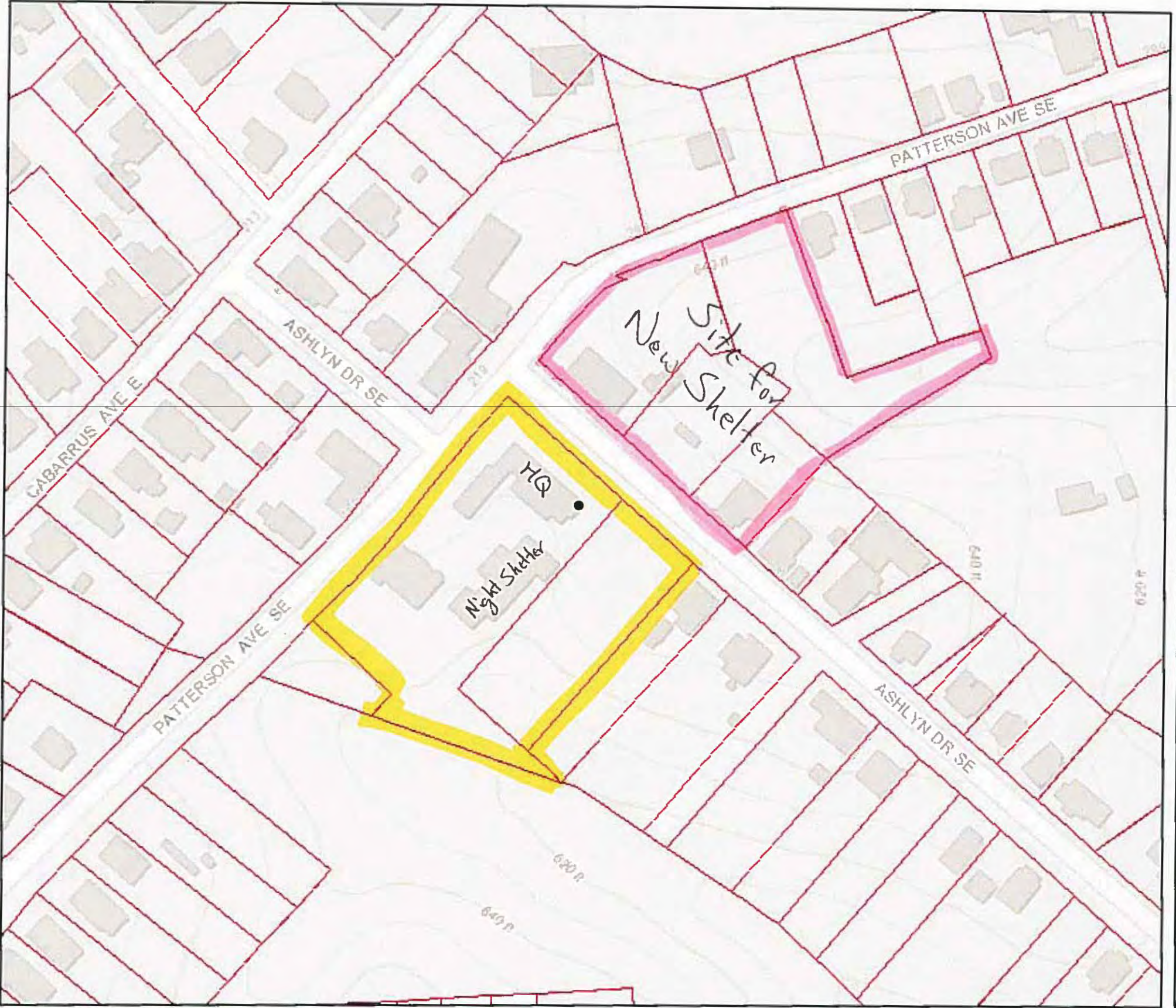
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Location Map](#)
 - ☐ [Schematic](#)
 - ☐ [Site Plan](#)
-

PIN 56300995000000

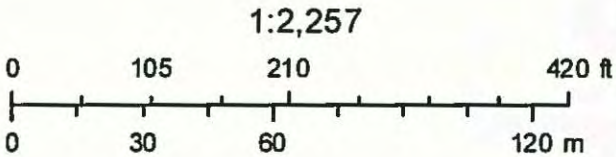


Property Real ID	12-025 -0097.00	Parcel PIN	56300995000000
Physical Address:	216 PATTERSON AVE SE CONCORD NC 28025	Land Units	8
Owner Name 1:	SALVATION ARMY THE	Land Units Type	LT
Owner Name 2:		Land Value	86400
Mailing Address:	P O BOX 511	Building Value	454200
Mail City:	CONCORD	Assessed Value	583320
Mail State:	NC	Market Value	583320
Mail Zip:	28025		

Cabarrus County shall not be held liable for any errors in the data represented on this record. This includes errors of omission, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which this data was compiled must be consulted for verification of information represented on this map document.

Map Created By Cabarrus County IT Department
Data Sources: Cabarrus County Land Records

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



Print Date: November 28, 2017



1

SITE PLAN

SALVATION ARMY -CENTER OF HOPE HOMELESS SHELTER



GRIFFIN ARCHITECTURE, P.A.
 5 UNION ST. S CONCORD, NC 28025
 Tel: 704-786-0181 Fax: 704-786-1179



Total Floor Area: 9,020 Sq. Ft.
Total Floor Area: 7,202 Sq. Ft.
Total Floor Area: 16,222 Sq. Ft.

Color Code Legend

- Women's Housing
- Men's Housing
- Family Housing
- Common Area
- Staff/Service Area
- Circulation

1
A-1

SCHEMATIC UPPER FLOOR PLAN

SALVATION ARMY -CENTER OF HOPE HOMELESS SHELTER

Attachment number 2 of 2



GRIFFIN ARCHITECTURE, P.A.
5 UNION ST. S CONCORD, NC 28025
Tel: 704-786-0181 Fax: 704-786-1179



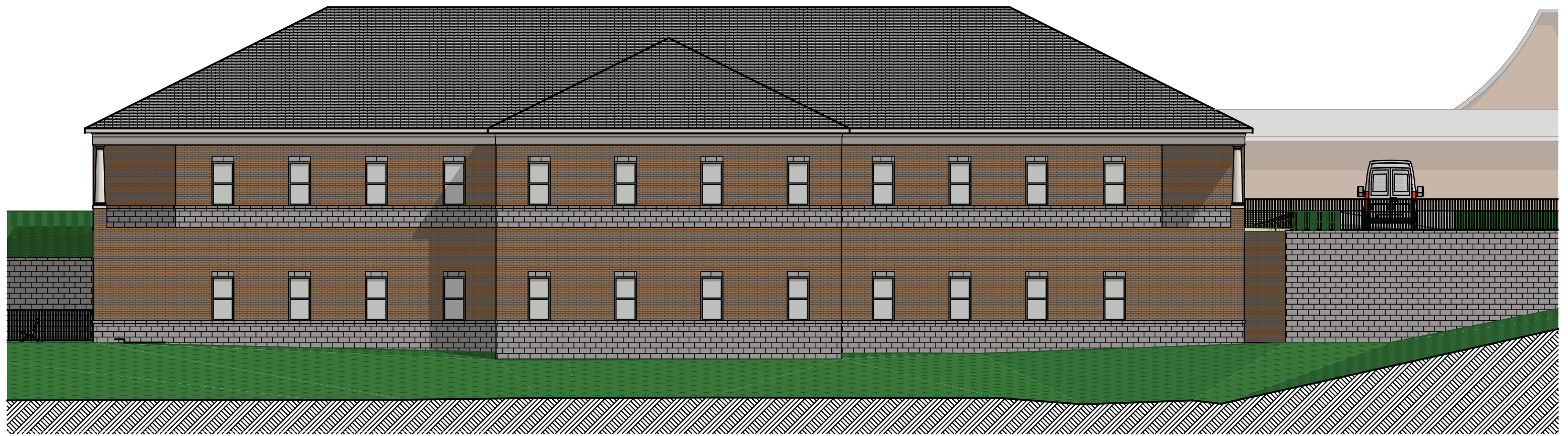
1
A-2

SCHEMATIC LOWER FLOOR PLAN

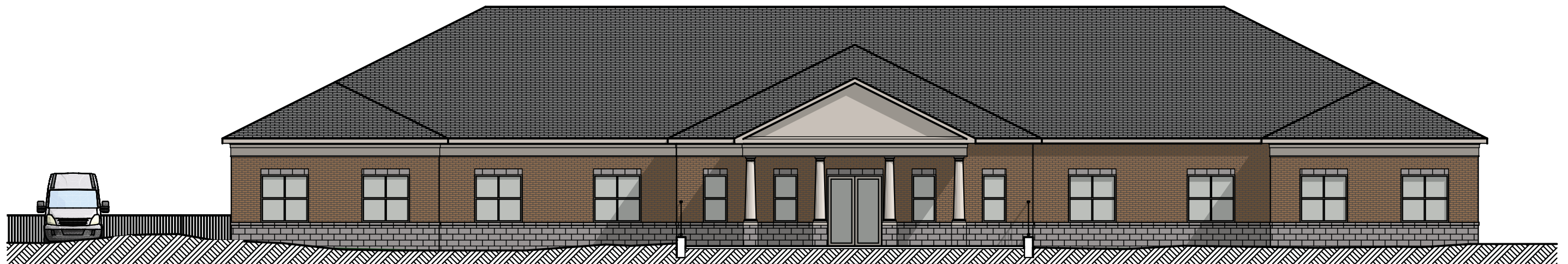
SALVATION ARMY -CENTER OF HOPE HOMELESS SHELTER



GRIFFIN ARCHITECTURE, P.A.
 5 UNION ST. S CONCORD, NC 28025
 Tel: 704-786-0181 Fax: 704-786-1179

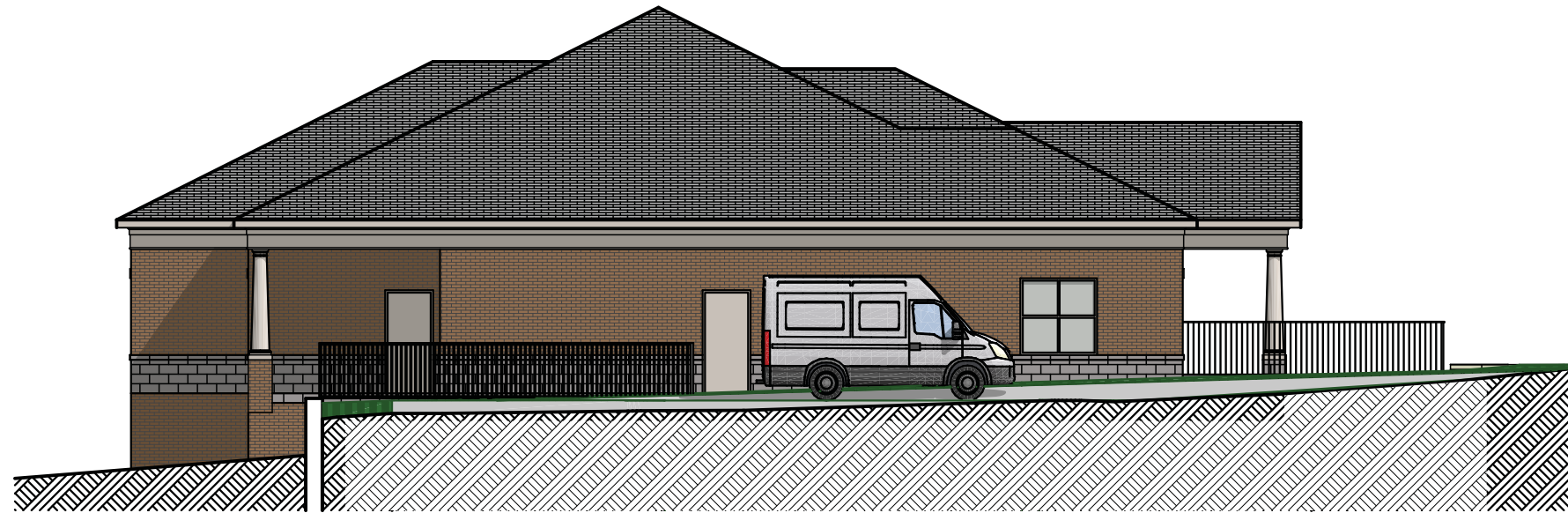


2
A-3 REAR ELEVATION



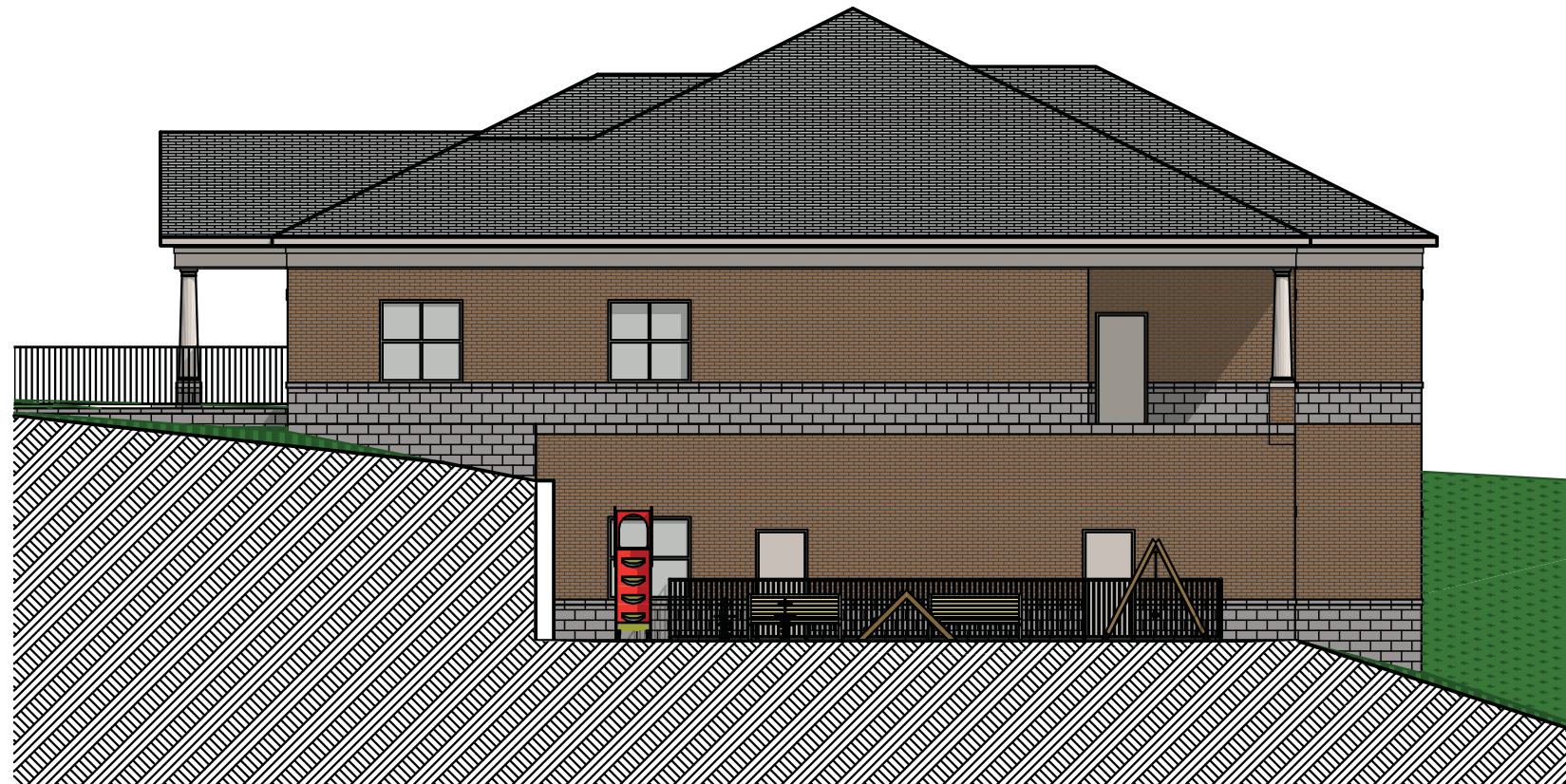
1
A-3 FRONT ELEVATION

SALVATION ARMY -CENTER OF HOPE HOMELESS SHELTER



1
A-4

LEFT ELEVATION



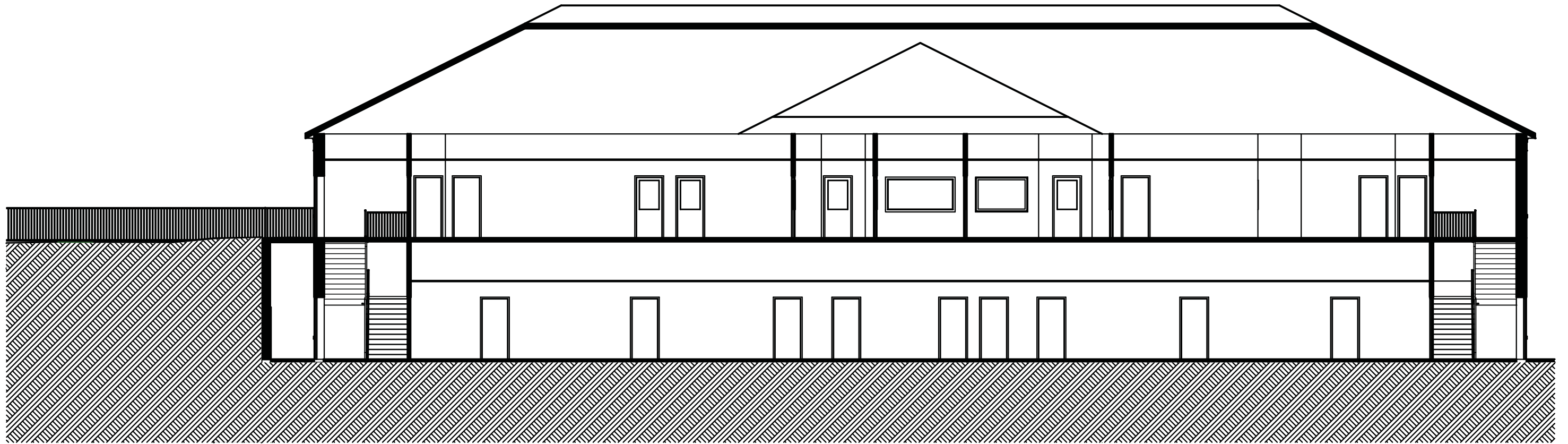
2
A-4

RIGHT ELEVATION

SALVATION ARMY -CENTER OF HOPE HOMELESS SHELTER

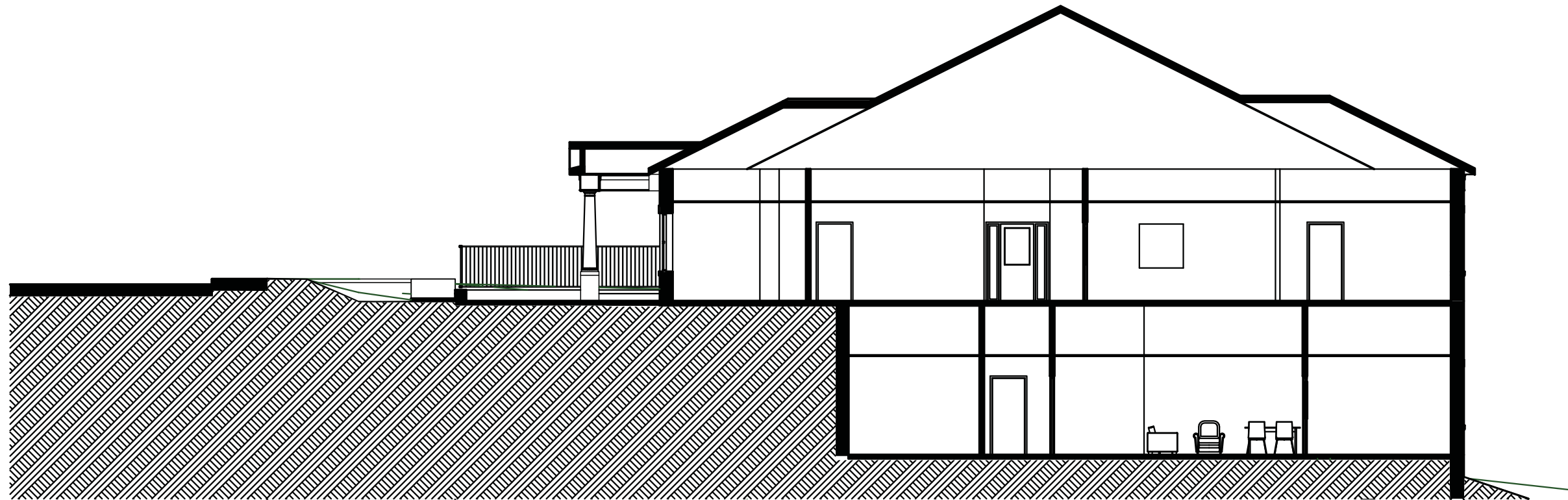


GRIFFIN ARCHITECTURE, P.A.
5 UNION ST. S CONCORD, NC 28025
Tel: 704-786-0181 Fax: 704-786-1179



1
A-4

BUILDING SECTION



2
A-4

BUILDING SECTION

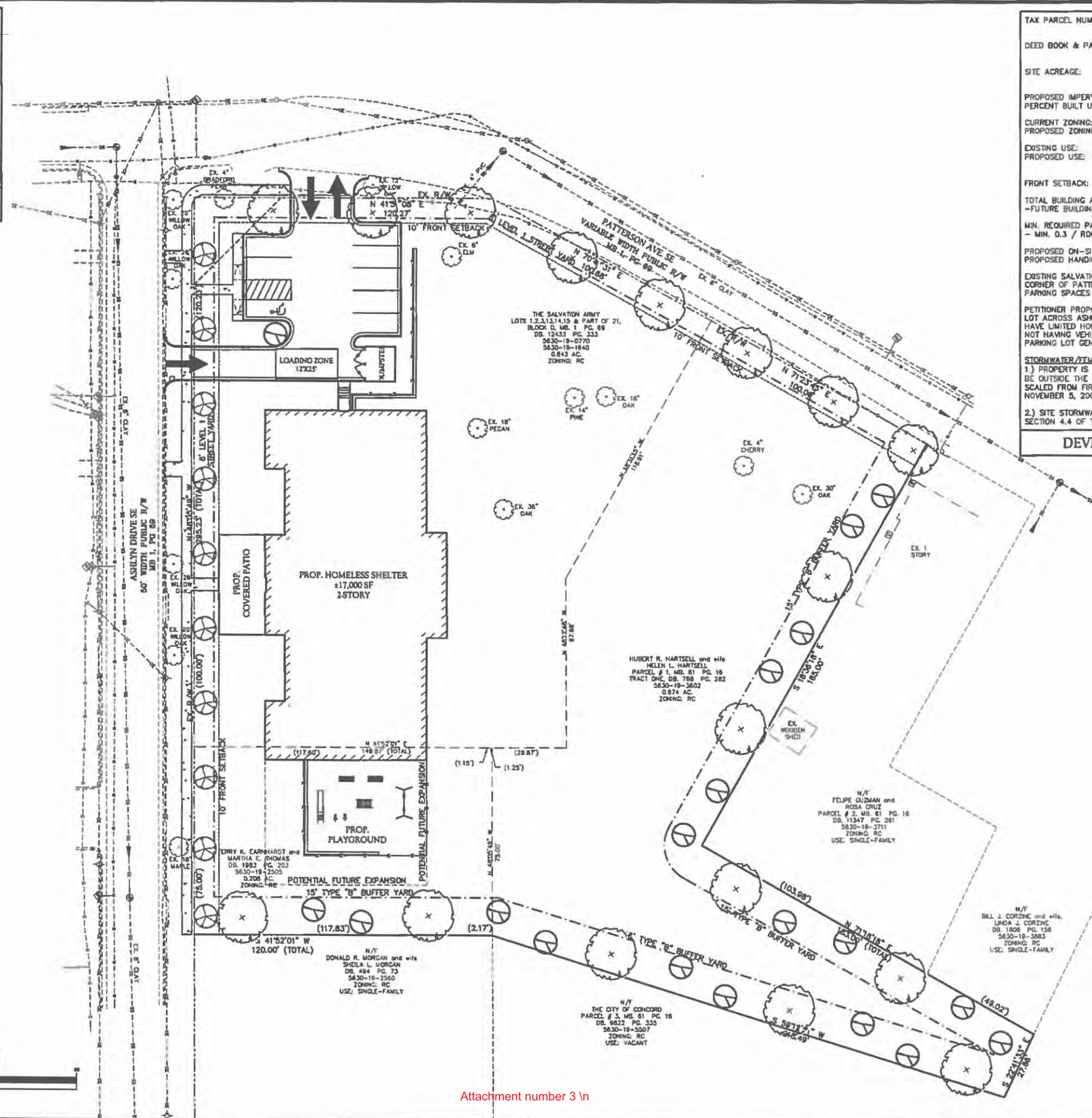
SALVATION ARMY -CENTER OF HOPE HOMELESS SHELTER



GRIFFIN ARCHITECTURE, P.A.
5 UNION ST. S CONCORD, NC 28025
Tel: 704-786-0181 Fax: 704-786-1179



SALVATION ARMY -CENTER OF HOPE HOMELESS SHELTER



DEVELOPMENT SUMMARY



MO[®] ENGINEERING, INC.
2110 BEN CRAIG DR., STE. 400
CHARLOTTE, NC 28262
PHONE 704.510.9797

CENTER OF
HOPE
HOMELESS
SHELTER

Scheme A

ASHLYN DRIVE SE
CONCORD N.C. 28025

REVISION NO.	REVISION DATE:
ISSUE DATE: OCTOBER 17, 2017	
PROJECT NO: 17-018	
MODEL FILE:	
DRAWN BY: JDM	
CHKD BY: JDM	
COPYRIGHT	

SHEET TITLE
SCHEMATIC SITE PLAN

SP-1



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

DECEMBER 4, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Parking Deck Update

BRIEF SUMMARY:

Staff will provide an update on the parking deck project including contract status, initial construction schedule, utilities, and current geotechnical and environmental findings.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

DECEMBER 4, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at December 18, 2017 Meeting

SUBJECT:

County Manager - Cox Mill Force Main Easement

BRIEF SUMMARY:

Cox Mill Elementary School is served by a sewer pump station and force main. The force main piping is within the right-of-way of Cox Mill Road, and will need to be relocated. There is an adjacent residential development, and the relocation can be done in conjunction with that construction. An easement is required from Cabarrus County as the property owner of Cox Mill Elementary School. The public portion of the construction costs will be paid by Cabarrus County Schools.

REQUESTED ACTION:

Motion to approve the easement with authorization for the County Manager to sign the agreement pending review and approval of the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager
Tim Lowder, Cabarrus County Schools

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Easement Agreement](#)
 - ☐ [Map](#)
 - ☐ [Map 2](#)
 - ☐ [Cost estimates](#)
-

**STATE OF NORTH CAROLINA
CABARRUS COUNTY**

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and effective as of the ____ day of _____, 2017 (the "Effective Date") by and between TARLETON PLACE, LLC, a North Carolina limited liability company ("GRANTOR") and CABARRUS COUNTY, a political subdivision of the State of North Carolina ("GRANTEE").

The designation GRANTOR and GRANTEE as used herein shall include said parties, their successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

RECITALS

A. GRANTOR is the owner of the parcel of land described on Exhibit 1 attached hereto and incorporated herein by reference ("Grantor Parcel").

B. In order that GRANTEE may tie into and utilize force main sanitary sewer line improvements located on the Grantor Parcel, GRANTOR has agreed to construct the force main sanitary sewer line improvements described on Exhibit 2 attached hereto and made a part hereof ("Force Main Sanitary Sewer Improvements") and GRANTOR and GRANTEE have agreed that GRANTEE shall have such easement and other rights over the Grantor Parcel and obligations with respect to the Grantor Parcel and the Force Main Sanitary Sewer Improvements as are set forth herein.

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, GRANTOR and GRANTEE agree as follows:

1. Incorporation. The above recitals and Exhibits 1, 2 and 3 attached hereto are incorporated herein by this reference.

2. Construction of Force Main Sanitary Sewer Improvements by GRANTOR. On or before the 1st day of August, 2018 (provided, however, said date shall be automatically extended for such period of time as may be reasonably necessary to provide for proper completion of the Force Main Sanitary Sewer Improvements and obtain acceptance of same into the WSACC system), GRANTOR shall in a good and workmanlike manner approved by GRANTEE in the exercise of commercially reasonable discretion complete construction of the Force Main Sanitary Sewer Improvements within the Easement Area (defined below).

2820038

3. Tie-in and Payment by GRANTEE. Once construction of the Force Main Sanitary Sewer Improvements as provided in Paragraph 2 above have been completed and the Force Main Sanitary Sewer Improvements accepted into the WSACC system GRANTOR shall complete in a good and workmanlike manner all work necessary for GRANTEE to tie into the Force Main Sanitary Sewer Improvements. Upon completion of the work necessary for GRANTEE to tie into the Force Main Sanitary Sewer Improvements, GRANTEE shall pay to GRANTOR the sum of \$25,744.30.

4. Grant of Easement by GRANTOR. GRANTOR hereby grants, sells, bargains and conveys to GRANTEE (and its employees, agents, consultants and contractors, as the case may be), a non-exclusive permanent force main sanitary sewer easement over, across and under that area of the Grantor Parcel shown on Exhibit 3 hereto and designated thereon as “80 lf of 8” San Sewer & 285 lf of 3” FM 10’ private utility easement for CCS FM in buffer” and the area adjacent thereto as reasonably necessary to access the same and effect the purposes hereof (collectively, the “Easement Area”), for purposes of access, installation, repair, maintenance, tie-in to and use and operation of the Force Main Sanitary Sewer Improvements and use and operation thereof in accordance with all requirements of the governmental authorities having jurisdiction.

5. Repairs and Compliance. In the event GRANTEE causes any damage to the Grantor Parcel or the facilities thereon in connection with its exercise of the easement rights herein granted, GRANTEE shall restore the Grantor Parcel to substantially the same condition which existed prior to such exercise. Any entry by GRANTEE onto the Grantor Parcel and any work done thereon shall be subject to, and conducted in accordance with, all applicable laws. GRANTEE agrees to pay before delinquency all costs for work, services or materials furnished to GRANTEE at or to the Grantor Parcel, the nonpayment of which could result in any lien against the Grantor Parcel.

6. Binding Effect. Running with Land. The provisions of this Agreement are binding upon and inure to the benefit of GRANTOR and GRANTEE and the Grantor Parcel, and shall run with the land in favor of any successors or assigns.

[Signatures, Acknowledgements and Exhibits on Following Pages]

IN WITNESS WHEREOF, GRANTOR has caused this Agreement to be signed in its company name by its duly authorized managers.

TARLETON PLACE, LLC
a North Carolina limited liability company

By: _____
Print Name: Robert S. Lilien
Title: Manager

By: _____
Print Name: William E. Saint
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that the following person personally appeared before me this day, each acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Robert S. Lilien.

Date: _____

Official Signature of Notary Public

Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that the following person personally appeared before me this day, each acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: William E. Saint.

Date: _____

Official Signature of Notary Public

Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: _____

2820038

IN WITNESS WHEREOF, GRANTEE has caused this Agreement to be signed in its name by its duly authorized _____.

CABARRUS COUNTY,
a political subdivision of the State of North Carolina

By: _____
Its : _____

NORTH CAROLINA, _____ COUNTY.

I, _____, a Notary Public for the County and State aforesaid, do hereby certify that the foregoing instrument was voluntarily executed for the purposes therein stated by _____, _____ of Cabarrus County, a political subdivision of the State of North Carolina and that (s)he, as _____, being authorized to do so, executed the foregoing on behalf of Cabarrus County and is personally known to me or has produced _____ as identification. Witness my hand and official seal this _____ day of _____, 2017.

(Official Seal)

Notary Public in and for the State of North Carolina
Printed Name: _____

My Commission Expires:

APPROVED AS TO FORM:

COUNTY ATTORNEY

2820038

Exhibit 1

Description of Grantor Parcel

[See Following Page]

2820038

Exhibit 2

Description of Force Main Sanitary Sewer Improvements

[See Following Pages]

2820038

Exhibit 3

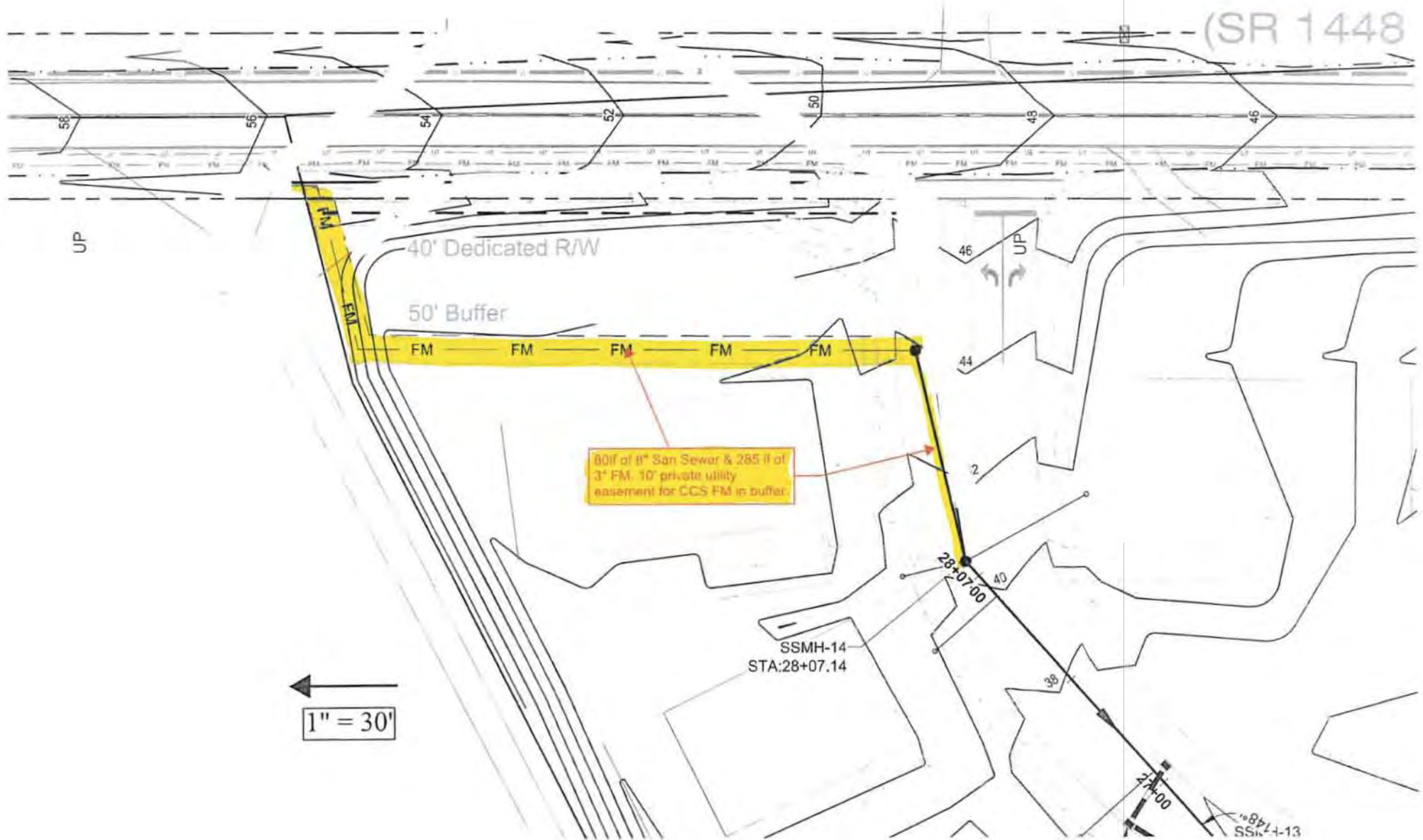
Easement Area

[See Following Page]

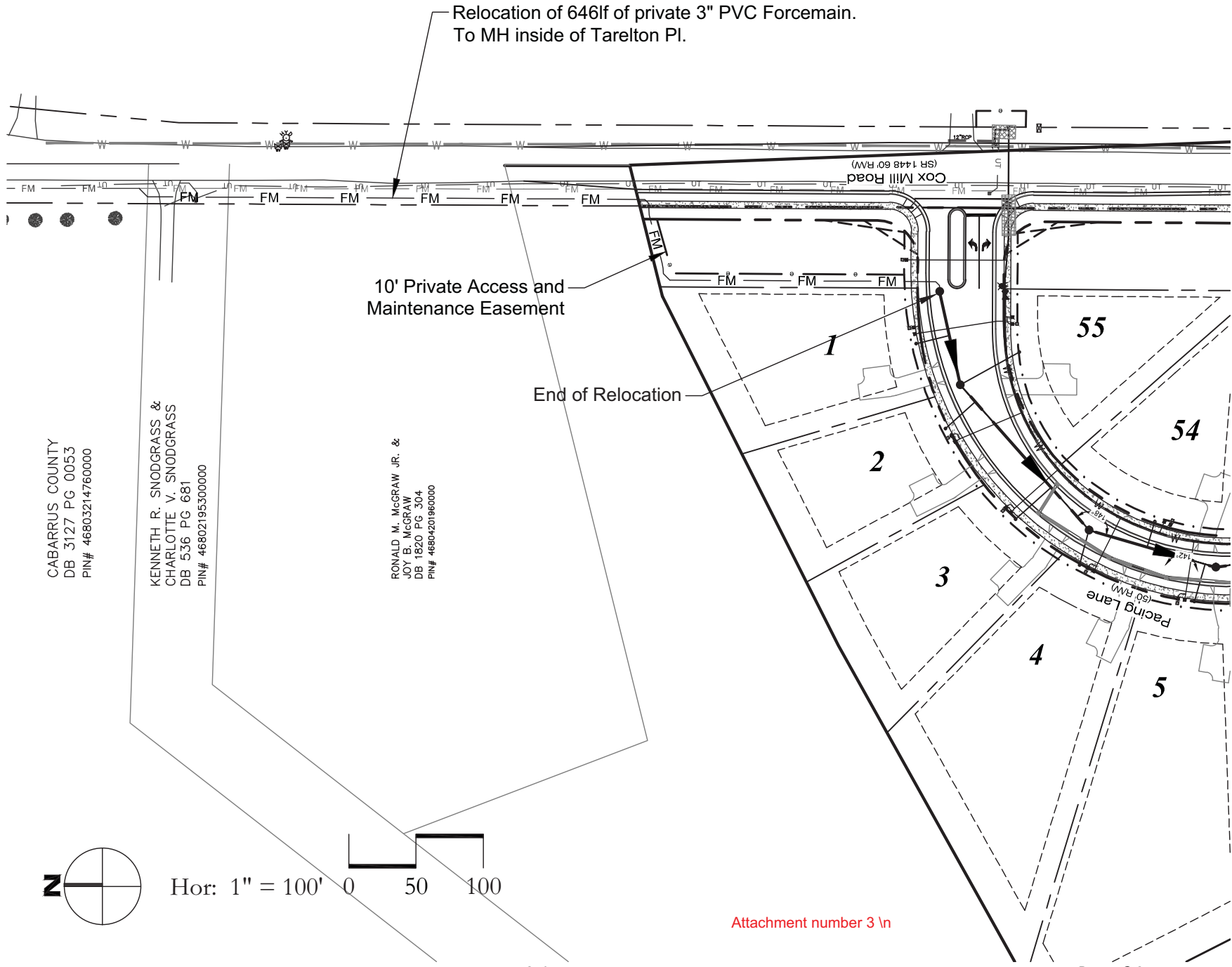
2820038

COX MILL ROAD S.R. 1448 (60'

Cox Mill
(SR 1448)



Attachment number 2 \n





HOOPAUGH GRADING COMPANY, LLC
 PO Box 7727, Charlotte, NC 28241-7727
 704-588-2284 (ph), 704-588-2666 (fax)

REQUEST FOR CHANGE

SUBMITTED TO: PACE DEVELOPMENT
 ATTN: ERIC SMITH
 PROJECT NAME: TARLETON PLACE
 LOCATION: COX MILL RD, CONCORD, NC
 HGC JOB #: 3357NC

RFC DATE: 8/28/2017
 RFC NO: 1

CHANGES DUE TO THE FOLLOWING INFORMATION: PRELIMINARY REVISED DRAWINGS RECEIVED VIA EMAIL ON 8/17/17

DESCRIPTION OF CHANGE ORDER ITEMS				
ADDITION / (DEDUCTION)				
	QTY	UNIT	UNIT PRICE	TOTAL
FORCEMAIN RELOCATION ALONG COX MILL ROAD				
LAYOUT & ASBUILT	1	LS	\$ 1,024.00	\$ 1,024.00
8" PVC 6'- 8'	80	LF	\$ 27.63	\$ 2,210.40
3" PVC FORCE MAIN	646	LF	\$ 16.50	\$ 10,659.00
3" DIP 45 DEG. ELBOW	4	EA	\$ 357.50	\$ 1,430.00
3" DIP 22.5 DEG. ELBOW	2	EA	\$ 330.00	\$ 660.00
4FT. DIA. MANHOLE (EPOXY COATED)	1	EA	\$ 3,492.50	\$ 3,492.50
TIE - INS	1	EA	\$ 522.50	\$ 522.50
MANHOLE LEAK TEST	1	EA	\$ 220.00	\$ 220.00
CAMERA SS LINES	80	LF	\$ 2.48	\$ 198.40
ABANDON EX. 3" FM WITH FLOWABLE FILL	2,350	LS	\$ 1.38	\$ 3,243.00
3" DIP FORCE MAIN	30	LF	\$ 37.40	\$ 1,122.00
3" DIP 45 DEG. ELBOW	2	EA	\$ 357.50	\$ 715.00
3" ADPT. DIP/PVC	1	EA	\$ 247.50	\$ 247.50
TOTAL CHANGE ORDER				\$ 25,744.30

PACE DEVELOPMENT

HOOPAUGH GRADING, LLC.

Signature: _____

Signature: _____
 Project Manager



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

DECEMBER 4, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at December 18, 2017 Meeting

SUBJECT:

Kannapolis City Schools - Funding Request for Kannapolis Middle School Contract Changes

BRIEF SUMMARY:

Kannapolis City Schools (KCS) has submitted a request for changes to the Edison Foard Construction contract. Edison Foard is the contractor for Kannapolis Middle School. The changes are documented in the agenda package. Total changes are \$410,696. The remaining Kannapolis Middle School Contingency is \$288,793. This leaves a \$121,903 balance to be funded from additional sources.

REQUESTED ACTION:

Motion to approve \$410,696 in changes to the Edison Foard Construction Contract, and authorize the Finance Director to prepare the necessary budget amendment and related project ordinances.

EXPECTED LENGTH OF PRESENTATION:

3 Minutes

SUBMITTED BY:

Will Crabtree, Kannapolis City Schools
Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [KCS funding request](#)
 - ☐ [KMS Change Order #1](#)
 - ☐ [KMS Change Order #6](#)
-



Kannapolis City Schools

100 DENVER STREET
KANNAPOLIS, NC 28083

704-938-1131

FAX: 704-933-6370

<http://www.kannapolis.k12.nc.us>

William F.
Director of Business Operations
Will.Crabtree@kcs.k12.nc.us

November 20, 2017

To: Mike Downs, County Manager

From: Dr. Chip Buckwell, Superintendent
Will Crabtree, Director of Business Operations

Re: Request to Amend Budget for Kannapolis Middle School

We would like to request an amendment to the existing budget for the Kannapolis Middle School for \$410,696. We would like to move \$288,793 from contingency and ask the Commissioners to consider the balance \$121,903 from other sources. The Board of Education approved this change order at the November meeting. This change order represents work from previous months that was just now given to us. Thank you for your consideration of this project.

Kannapolis New Middle School

Change Order Number: 01

Project # 550128

To Contractor:

Edison Foard Construction Services Inc
3900 Rose Lake Dr.
Charlotte, NC 28217

Change Order

07/12/2016

Date:

Contract Date:

03/09/2016

The Contract is hereby revised by the following items:

<u>PCO</u>	<u>Description</u>	<u>Days</u>	<u>Amount</u>
001	Existing pond rework	0	\$34,458.00
002	DPI revisions	0	\$17,636.00
Total for this Change Order:		0 Days	\$52,094.00

The original Contract Sum was.....	\$35,322,900.00
Sum of changes by prior Change Orders.....	\$0.00
The Contract Sum prior to this Change Order was.....	\$35,322,900.00
The Contract Sum will be changed by this Change Order in the amount of.....	\$52,094.00
The new Contract Sum including this Change Order will be.....	\$35,374,994.00
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Change Order is.....	7/14/2017

ARCHITECT

Moseley Architects
11430 N Community House Rd, Suite
225
Charlotte, NC 28277

CONTRACTOR

Edison Foard Construction Services Inc
3900 Rose Lake Dr.
Charlotte, NC 28217

OWNER

Kannapolis City Schools
100 Denver St
Kannapolis, NC 28083

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

Tuesday, May 17, 2016

Mr. David Pofahl
Edison Foard Construction Services Inc
3900 Rose Lake Dr.
Charlotte, NC 28217

**RE: Kannapolis New Middle School - 550128
Notice to Proceed
Potential Change Order No. 001 - Existing pond rework**

Dear Mr. Pofahl,

On behalf of Kannapolis City Schools, this is a formal Notice to Proceed with the work described in PCO # 001. The agreed total cost of the work is \$34,458.00 and 0 day time extension. This PCO will be included in the next change order.

Please note that this acceptance is for all labor, materials, and equipment necessary to complete the work as outlined within the PCO description. Any items not specifically identified by the Contractor as necessary to its completion, may not be the subject of additional changes to Contract Cost and/or Contract Time. The Contractor is responsible for scheduling the work outlined in this PCO.

Respectfully,



Steve Nally
Construction Administrator

Encl.: As Stated
Cc w/encl.:

MOSELEY ARCHITECTS

11430 North Community House Road, Gibson Building - Suite 225

(704) 540-3755 FAX: (704) 540-3754

PCO ACCEPTANCE

5/10/2016

Will Crabtree
Kannapolis City Schools
100 Denver St
Kannapolis, NC 28083

RE: Kannapolis New Middle School - 550128
Potential Change Order No. 001 - Existing pond rework

Attached is the Contractor's proposal, dated 4/20/2016 with a cost of \$34,458.00 and a 0/No day time extension. This proposal description includes:

Based on the as built plan sheets C-1A & C-3A, designed by Concord Engineering & Surveying Inc dated 8/6/2003 for the New Kannapolis Middle School; Repair and restore the existing stormwater detention device to the conditions shown.

Moseley Architects has reviewed the attached proposal and found the pricing and/or schedule extension to be reasonable and is submitting this proposal for your approval and execution. Please confirm your acceptance by signing this letter and returning a record copy to Moseley Architects. Upon receipt of your acceptance we will advise the Contractor of your acceptance of the proposal and will include this proposal in the next Change Order.

Please contact me if you have any questions.



Steve Nally
Construction Administrator

Accepted By: 

Date: 5-11-16

Encl.: As Stated

Cc w/encl.:

Kannapolis Middle School		PCO # 001R2		Date: 04/20/16		
Description of Work: Add for corrective work to existing drainage pond per sketch from DMP. See attached from Harvest Environmental (including detailed breakdown). This PCO does not include a request for added time or related extended general conditions. We reserve the right to revisit this if base contract work cannot be advanced until after remedial work on the existing pond is complete. REVISED 5/2/16						
Direct Cost of Change						
	DESCRIPTION	LABOR	MATL	EQUIP	SUBC	TOTAL
1	Corrective work - Harvest	0	0	0	35,381	35,381
2	Emergency work for riser	0	0	0	500	500
3	Deduct for CMP riser in lieu of aluminum	0	0	0	-3,420	-3,420
4		0	0	0	0	0
5		0	0	0	0	0
6		0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
9		0	0	0	0	0
10		0	0	0	0	0
11	Estimating of Change	20	0	0	0	20
12	Project Management of Change	0	0	0	0	0
13	Project Administrator of Change	0	0	0	0	0
14	Scheduling of Change	0	0	0	0	0
15	Supervision of Change	0	0	0	0	0
16	Expendable Tools(5% of EFI direct labor)	0	0	0	0	0
17	Rough Hardware	0	0	0	0	0
18	Housekeeping(1% of direct costs 1-10)	0	0	0	0	0
19	Dumpster(1/2%of direct costs 1-10)	0	0	0	0	0
20	Final Clean	0	0	0	0	0
21	Record Drawings/O&M	0	0	0	0	0
22	Punch List	0	0	0	0	0
23		0	0	0	0	0
24	Overtime Adjustment	0	0	0	0	0
25	Working Height Adjustment	0	0	0	0	0
26	Congestion Adjustment	0	0	0	0	0
27	Out-of-Sequence Adjustment	0	0	0	0	0
Extended Project Overhead						
1	Supervision/Truck/Fuel	0	0	0	0	0
2	Gen Supt/Truck/Fuel	0	0	0	0	0
3	Project Mgr/Auto/Fuel	0	0	0	0	0
4	Field Office/Storage	0	0	0	0	0
5	Temp Toilets	0	0	0	0	0
6	Temp Utilities	0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
	SUBTOTALS >>>	20	0	0	32461	32481
42.00%	PAYROLL T & I	8	N/A	N/A	N/A	8
7.25%	SALES TAX	N/A	0	0	N/A	0
	SUBTOTALS >>>	28	0	0	32461	32489
	FEE FOR CONTRACTOR-PERFORMED WORK >>>				15.00%	4
	FEE FOR SUB-CONTRACTOR-PERFORMED WORK >>>				5.00%	1623
	SUBTOTAL >>>					34117
	BOND PREMIUM >>>				1.00%	341
	QUOTE >>>					\$34,458
	Calender Day Time Extension Required >>>					0
	Proposal expires in				15	days.
This entire proposal shall become part of any future Change Order. Edison Foard reserves the right to claim and recover impact costs in the event the cumulative total of Change Orders on this project is so significant to be disruptive and to cause inefficiencies. This proposal is subject to review and revision if not accepted in writing within the time period stated herein.						

KMS CHANGE ORDER REQUEST

COST OF CHANGE WORKSHEET
Harvest Environmental
Prepared By: Brian Myers
Project: Kannapolis Middle School
Architect: Mosley

COC# 001
Project # : APN-550128
Date: 4-18-2016

Description	Qty	Unit(YDS,TNS,EA)	Unit Cost				Labor	Material	Subcontractor	Equipment	Total
			Labor	Materials	Subcontractor	Equipment					
(2) Operators, (1) Labor, (1) Super	40	HRLY	\$130.00								\$5,200.00
Erosion Control matting, Seed, Fert	700	SYD			\$4.80						\$3,360.00
Rip Rap, 57 Stone, Concrete, Misc Material	1	EA		\$2,700.00							\$2,700.00
Service Truck	5	DAILY									\$475.00
Off Road 25 yard Dump Truck	30	HRLY									\$3,270.00
Komatsu PC228 Excavator	30	HRLY									\$4,110.00
Deere 650 Dozer	30	HRLY									\$2,790.00
Case SV208D Vibratory Compactor	30	HRLY									\$1,620.00
Old Riser Disposal	1	EA			\$180.00						\$180.00
Option #1 Aluminum Riser	1	EA		\$7,840.00							\$7,840.00
Option #2 CAMP Riser	1	EA		\$4,420.00							\$4,420.00
SCOPE:			Contractors Subtotal								\$35,965.00
SEE ATTACHED FOR SCOPE OF WORK, and Blue Book Rates on Equipment. This change order request is for existing pond restoration and riser replacement. You will need to ADD the price for the new riser to this total.			Sales Tax								\$1,009.80
			Contractors Total Cost								\$36,974.80
			10% Mark up for Profit/Overhead								\$3,956.50
			SubTotal (After Mark up + taxes)								\$40,931.30
			Total Change Proposal Cost								\$40,931.30
By acceptance of this Cost of Change, the project duration will, INCREASE 0 days, DECREASE 0 days, NOT CHANGE 0 days,			ACCEPTED _____ DATE _____								
			REJECTED _____ DATE _____								

incl. op #1 pricing only
Delete

<5,190.18> deduct op #2 (w/ tax and fee)

Total \$35,381.00



April 20, 2016

**Re: Proposal for Existing Pond Restoration
Kannapolis Middle School
Kannapolis, North Carolina
Harvest Proposal No. CO-001**

Estimating:

Harvest Environmental Services, Inc. (Harvest) appreciates this opportunity to submit our cost estimate for professional services at the above referenced site. **Harvest is a licensed General Contractor in North Carolina, South Carolina, and an NCDOT SBE.** Please do not hesitate to contact us for any additional information about our qualifications and/or work experience.

BACKGROUND

Our proposal is based on plans dated original plans dated 8-6-2003, and current existing conditions provided from DMP. Also our site visit and inspection on 4-6-2016.

SCOPE OF SERVICES

The following outlines the features of our proposed work plan for the restoration of the existing pond located on the backside of the existing school adjacent to the track.

POND RESTORATION

- We have included cleaning up the slopes and bottom of the pond.
- We will then bring in exported material from the New Kannapolis Middle School site. Bring the bottom of the dry pond up to the original elevation, using a vibratory roller to compact in place. Then building the slopes back up to original condition, track in with a dozer.
- Replacement of the 42" CMP Riser with trash rack/anti vortex (Aluminum & CMP option, see below)
- We will then stabilize the slopes with seed, fertilizer, & straw matting.
- We will install a new rip rap donut ring (with fabric) around the outlet riser structure.
- We will place rip rap (with fabric) at all the end sections that discharge to the pond.
- The final surveying of the pond will be the owner responsibility.

LABOR	\$5,800.00
MATERIALS	\$2875.50
EQUIPMENT	\$12,265.00
SUB-CONTRACTOR	\$3,540.00

—w/o riser mat

ADD ONE PRICE TO THE ABOVE NUMBERS, WHICH EVER YOU CHOOSE ALUMINUM OR CMP

<u>OPTION #1-ALUMINUM RISER</u>	<u>\$7,840.00</u>
<u>OPTION #2-CMP RISER</u>	<u>\$4,420.00</u>

NOTE AFTER YOU CHOSE THE RISER OPTION ALL ITEMS WILL HAVE A 10% MARK UP FOR OVERHEAD AND PROFIT.

- This quotation is valid for thirty (60) days. All prices, terms and conditions are subject to review by Harvest Environmental Services, Inc. prior to order acceptance.
- We **have not** included costs for transportation and disposal for environmental hazards or site contamination such as dirt, stained concrete, drums, totes, battery casings, tanks, drums, bagged waste, etc.
- We **have not** included sampling or analysis of any materials.
- We have included vibratory compaction in all pipe trench to 95% Standard Proctor. We **have not** included proctor analysis or compaction testing.

INSURANCE COVERAGE

Included within this proposal are the following insurance limits; General Liability \$1,000,000, Pollution & Professional Liability \$1,000,000 Automobile Liability \$1,000,000, Employer's Liability \$500,000 and Worker's Compensation. Harvest also maintains \$5,000,000 Excess/Umbrella Liability.

Thank you for allowing Harvest Environmental Services, Inc. this opportunity. We look forward to working with you on this project in the near future.

Sincerely,

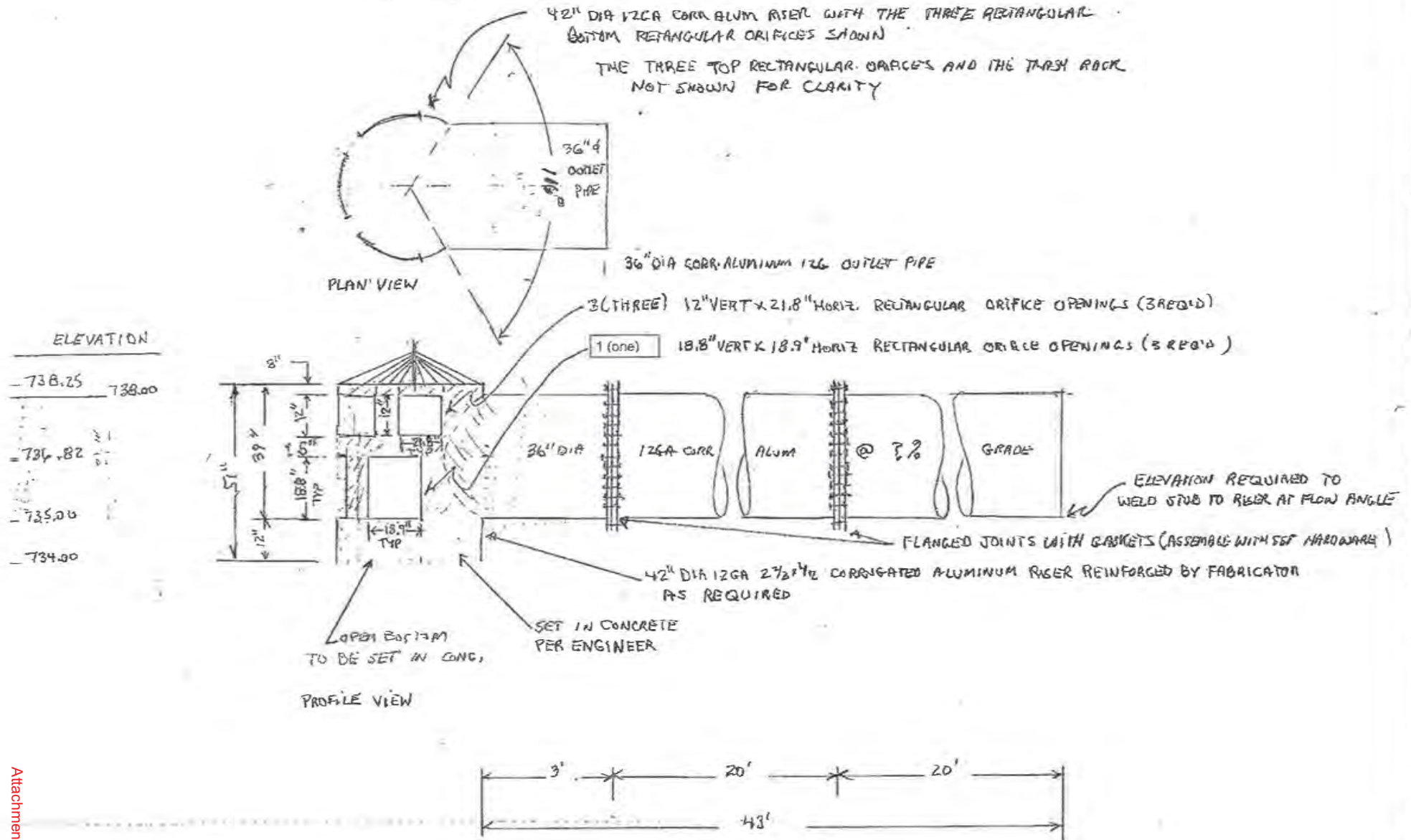


Brian Myers

PAYMENT TERMS

In order for Harvest Environmental Services, Inc. to schedule your project in a timely manner, please complete the following information and return by facsimile or mail. Our payment terms are Net 30 Days from the date of invoice regardless of co-payment from Client of the Contractor or any financial institution.

KANNAPOLIS MIDDLE SCHOOL, SAKWOOD AVE, REPLACEMENT POND KIT PER SHEET C-3A DATED 08/06/2003 (JOB 020218.062) BASIN #2
 SHOP DRAWING FOR PAVING ONLY 04/19/2016 LDMJ - POMONA



POTENTIAL CHANGE ORDER

6/6/2016

Mr. David Pofahl
Edison Foard Construction Services Inc
3900 Rose Lake Dr.
Charlotte, NC 28217

**RE: Kannapolis New Middle School - 550128
Potential Change Order No. 002 - DPI revisions**

Please submit with the form below an itemized material cost and time proposal for the changes in the contract sum and contract time for the following proposed modification(s) to the contract:

Description:

Reference the attached bulletin drawings and provide the revised work shown.

BD1-E1, GFI outlet has been added

BD1-E2, GENL1 feeder wire has been revised

E6.1, Beakers have been revised

BD-P2, Acid waste pipe relocated for coordination of shower above.

BD-P3, Provide ES-1 in lieu of EW-1 in biotech D106

BD-P4, BD-P5, BD-P6 & BD-P7, Science classroom water distribution clarification

Receipt of your proposal is requested by: 6/20/2016

This is not a change order nor a directive to proceed with the work described herein until accepted by the Owner.

Proposal

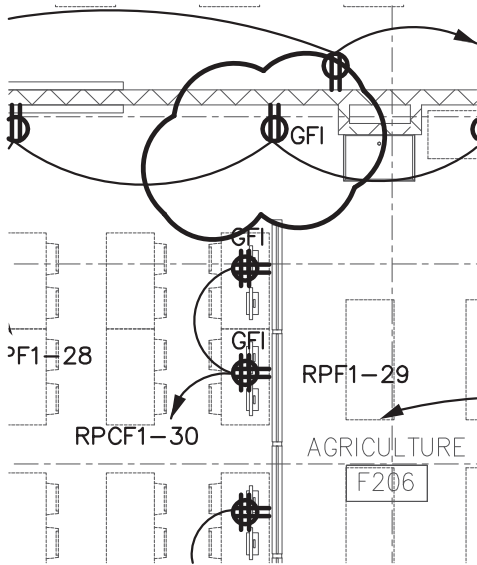
In response to the request above, the Contractor proposes to perform the changes described for an increase / decrease in the contract sum in the amount of \$ _____ and increase / decrease in the contract time of _____ calendar days.

A detailed breakdown of labor and material costs is attached hereto which includes all costs and time associated with the proposed change(s).

Signed: _____ Date: _____



Steve Nally, Construction Administrator
Encl.: As Stated
Cc w/encl.:



DRAWING TITLE:
GFI OUTLET

CONTRACT
DWG NO.:
E3.1.6

PROJECT:
KANNAPOLIS MIDDLE SCHOOL
KANNAPOLIS, NC

MOSELEYARCHITECTS

11430 NORTH COMMUNITY HOUSE ROAD, GIBSON BUILDING
SUITE 225, CHARLOTTE, NC 28277
PHONE (704) 540-3755
MOSELEYARCHITECTS.COM

DRAWN BY:
MM

ATTACHMENT TO
BULLETIN 1

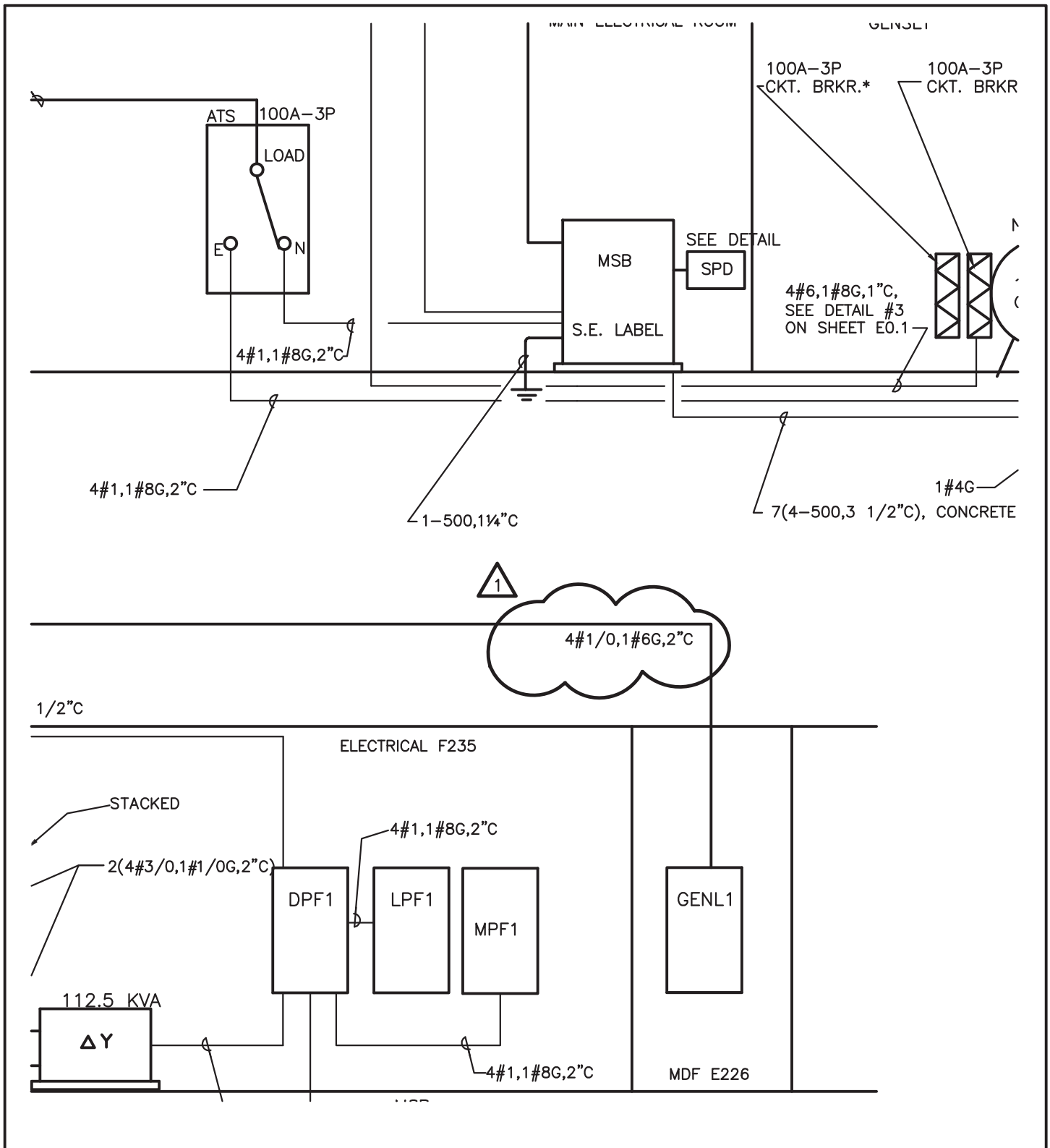
SUPPLEMENTAL DWG. NO.:

DATE:
02/21/16

PROJECT NO:
520610

BD1-E1

Attachment number 2 in



DRAWING TITLE:
GENL1 FEEDER CHANGE

CONTRACT
DWG NO.:
E6.0

PROJECT:
KANNAPOLIS MIDDLE SCHOOL
KANNAPOLIS, NC

MOSELEYARCHITECTS

11430 NORTH COMMUNITY HOUSE ROAD, GIBSON BUILDING
SUITE 225, CHARLOTTE, NC 28277
PHONE (704) 540-3755
MOSELEYARCHITECTS.COM

DRAWN BY:
MM

DATE:
02/21/16

ATTACHMENT TO
BULLETIN 1

PROJECT NO:
520610

SUPPLEMENTAL DWG. NO.:

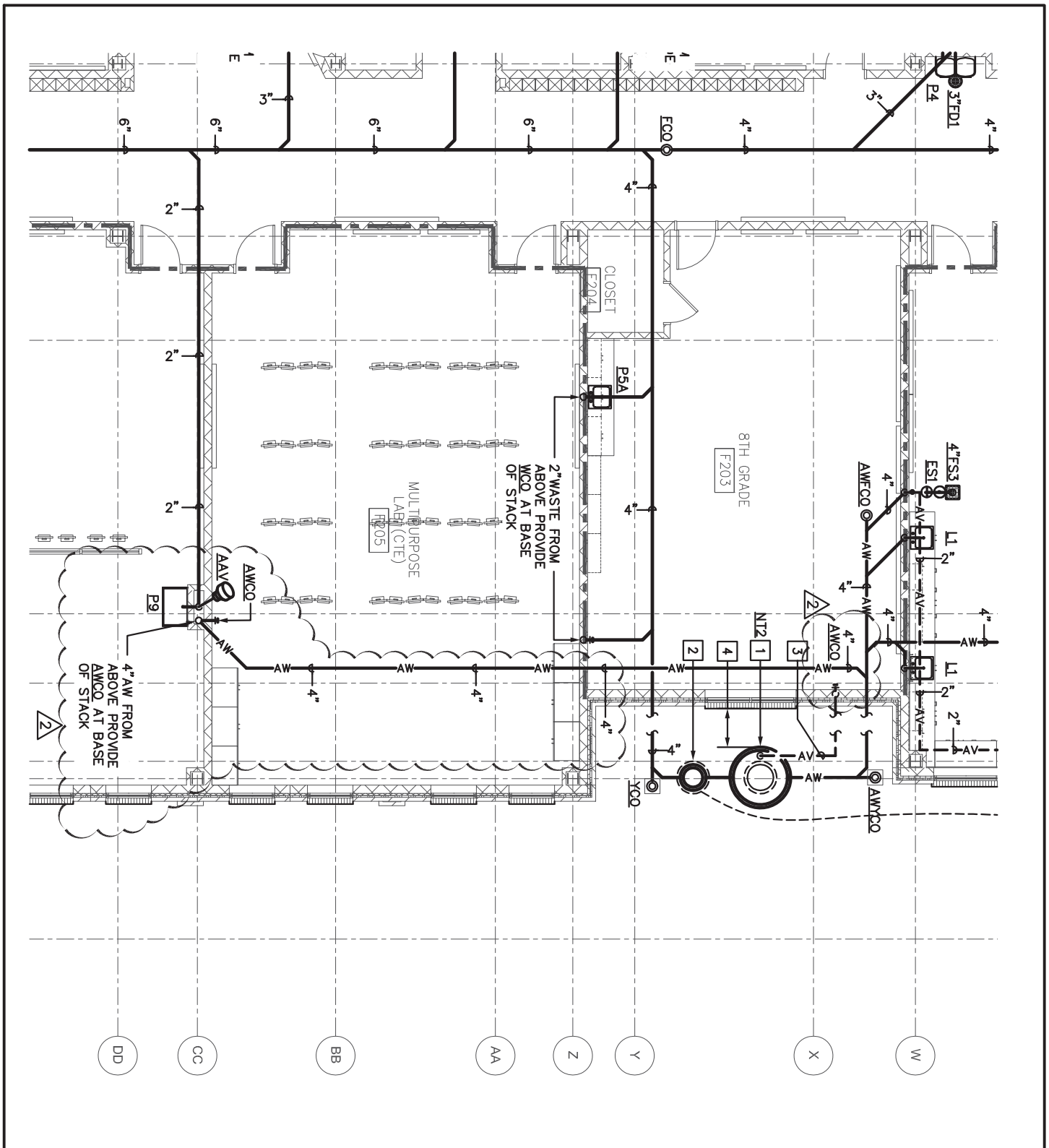
BD1-E2
Attachment number 2 in

SWBD: MSB										SQD MFR
VOLTAGE: 277 / 480		3 PHASE		4 WIRE		TYPE				
MOUNTING: FLOOR		3000 AMP		MAIN CIRCUIT BREAKER		65,000 AIC				
		MAIN CB NOTES: 6								
CKT / ID	LOAD SERVED	BREAKER FRAME	TRIP	POLE	FEEDER	NOTES	LOAD KVA			
1	PANEL LS1 VAITS	100	100	3	SEE NOTE 9	6	44.1			
2	PANEL GENH VIA TS	100	100	3	SEE NOTE 9	6	36.4			
3	PANEL RPD1 VIA XFMR	200	175	3	SEE NOTE 9	6	84.5			
4	PANEL KPH	100	100	3	SEE NOTE 9	6	5.8			
5	PANEL DPA1	600	600	3	SEE NOTE 9	6	409.8			
6	PANEL MPB1	250	200	3	SEE NOTE 9	6	108.9			
7	PANEL RPB1	100	100	3	SEE NOTE 9	6	39.3			
8	PANEL DDP1	250	250	3	SEE NOTE 9	6	195.9			
9	PANEL DPE1	200	200	3	SEE NOTE 9	6	98.7			
10	PANEL DPF1	250	250	3	SEE NOTE 9	6	160.7			
11	CHILLER #1	400	400	3	750 KCMIL	6	251.0			
12	CHILLER #2	400	400	3	750 KCMIL	6	251.0			
13	PANEL MPB2	200	200	3	SEE NOTE 9	6	108.0			
14	SPARE	400	400	3			0.0			
15	SPD	100	100	3			0.0			
16	TXDIM THEATRICAL	200	175	3	SEE NOTE 9	6	45.0			
17	PANEL RPB1 VIA TXRBP1	200	175	3	SEE NOTE 9	6	91.1			
18	PANEL RPB1 VIA TXRBP1	100	70	3	SEE NOTE 9	6	11.1			
19	SPARE ONLY	250	3				0.0			
20	SPARE ONLY	250	3				0.0			
21	SPARE ONLY	250	3				0.0			
TOTAL (CONNECTED)							1939			
LOAD		KVA		TOTAL LOAD PER PHASE:		NOTES:				
				CONNECTED						
LIGHTS		170.4		A = 56.8 KVA 12410.4 A		1. THIS SWBD SHALL BE U.L. LISTED FOR USE AS S.E. EQUIP.				
HEATING		70.2		B = 64.5 KVA 2328.6 A		2. ALL BRKR'S SHALL BE FULLY RATED - NO SERIES RATINGS.				
COOLING		547.8		C = 619.6 KVA 2235.9 A		3. ALL BUSSING, INCL. GND AND NEUTRAL, SHALL BE COPPER.				
VENTILATION		301.7		DEMAND		4. ALL INCOMING BUS & BRKR LUGS SHALL MATCH FEEDERS.				
MOTORS		236.0		DEMAND		5. PROVIDE WITH TYPE 1 SPD (120V/4MOE, 240V/4PHASE MIN).				
KITCHEN		15.1		A = 57.5 KVA 2078.1 A		6. PROVIDE BRKR WITH ADJUSTABLE LSI & GTP TRIP FUNCTIONS.				
RECEPTACLES		544.4		B = 554.9 KVA 2002.3 A		7. BREAKER SHALL BE 100% RATED.				
WATER HEATER		0.3		C = 529.7 KVA 1911.4 A		8. SERVICE SIZED FOR FUTURE EXPANSION.				
MISC.		45.0		DEMAND @ 125%		9. SEE ONE-LINE / POWER RSR DRAWING.				
SPARE		2.3		A = 719.9 KVA 2597.8 A		OPTIONAL METHOD: First 3VA/12 = 300KVA				
TOTAL (CONNECTED)		1833		B = 693.6 KVA 2562.9 A		10. 1-3W/1.1, 7.1X1710.000X.75 = 905 KVA				
TOTAL (DEMAND)		1660		C = 662.1 KVA 2389.2 A		1105KVA = 300KVA + 1.405 KVA				

PANEL: GENH										SQD MFR
VOLTAGE: 277 / 480		3 PHASE		4 WIRE		TYPE				
MOUNTING: SURFACE		100 AMP		MAIN CIRCUIT BREAKER		42,000 AIC				
LOAD KVA	LOAD SERVED	WIRE	TRIP	FRAME (Note 1)	CTK NO	A B C	CTK NO	LOAD SERVED	LOAD KVA	
9.80	GENL VIA XFMR	10	30		1	1	2	12 JOCKEY PUMP (GHP)	2.00	
10.48		10	30		3	1	4		2.00	
10.13		10	30		5	1	6		2.00	
0.00	SPACE ONLY				7	1	8	SPARE	0.00	
0.00	SPACE ONLY				9	1	10	SPARE	0.00	
0.00	SPACE ONLY				11	1	12	SPACE ONLY	0.00	
0.00	SPACE ONLY				13	1	14	SPACE ONLY	0.00	
0.00	SPACE ONLY				15	1	16	SPACE ONLY	0.00	
0.00	SPACE ONLY				17	1	18	SPACE ONLY	0.00	
0.00	SPACE ONLY				19	1	20	SPACE ONLY	0.00	
SUB-TOTALS									6.0	
LOAD		KVA		TOTAL LOAD PER PHASE:		NOTES:				
				CONNECTED						
LIGHTS		1.2		A = 11.8 KVA 42.6 A		1. BREAKER FRAME SHALL BE AS REQ'D PER PANEL AIC RATING.				
HEATING		3.0		B = 12.5 KVA 45.0 A		2. SHALL BE FULLY RATED - SERIES RATINGS NOT ALLOWED.				
COOLING		7.2		C = 12.1 KVA 43.8 A		3. ALL BUSSING, INCL. GND AND NEUTRAL, SHALL BE COPPER.				
VENTILATION		7.0		DEMAND		4. ALL INCOMING PANEL & BRKR LUGS SHALL MATCH FEEDERS.				
MOTORS		2.9		A = 10.7 KVA 38.8 A		5. PROVIDE HINGED DOOR-IN-DOOR WITH OUTER DOOR LOCK.				
KITCHEN		15.2		B = 11.2 KVA 40.4 A		6. PROVIDE METAL DIRECTORY FRAME.				
RECEPTACLES		0.0		C = 10.9 KVA 39.2 A						
WATER HEATER		0.0		DEMAND @ 125%						
MISC.		0.0		A = 13.4 KVA 46.5 A						
SPARE		0.0		B = 14.0 KVA 50.5 A						
TOTAL (CONNECTED)		36.4		C = 13.6 KVA 49.0 A						
TOTAL (DEMAND)		32.8								

PANEL: KPD1										SQD MFR
VOLTAGE: 120 / 208		3 PHASE		4 WIRE		TYPE				
MOUNTING: SURFACE		400 AMP		MAIN CIRCUIT BREAKER		42,000 AIC				
LOAD KVA	LOAD SERVED	WIRE	TRIP	FRAME (Note 1)	CTK NO	A B C	CTK NO	LOAD SERVED	LOAD KVA	
17.80	KPL1	SR	200		1	1	2	KPL2	11.10	
23.50		SR	200		3	1	4		8.90	
17.35		SR	200		5	1	6		5.85	
0.00					7	1	8		0.00	
0.00	SPACE ONLY		50		9	1	10	SPACE ONLY	0.00	
0.00					11	1	12		0.00	
0.00	SPACE ONLY		50		13	1	14	SPACE ONLY	0.00	
0.00					15	1	16		0.00	
0.00	SPACE ONLY				17	1	18	SPACE ONLY	0.00	
0.00					19	1	20	SPACE ONLY	0.00	
SUB-TOTALS									25.9	
LOAD		KVA		TOTAL LOAD PER PHASE:		NOTES:				
				CONNECTED						
LIGHTS		0.0		A = 28.9 KVA 240.7 A		1. BREAKER FRAME SHALL BE AS REQ'D PER PANEL AIC RATING.				
HEATING		0.0		B = 32.4 KVA 269.8 A		2. SHALL BE FULLY RATED - SERIES RATINGS NOT ALLOWED.				
COOLING		0.0		C = 23.2 KVA 99.3 A		3. ALL BUSSING, INCL. GND AND NEUTRAL, SHALL BE COPPER.				
VENTILATION		0.0		DEMAND		4. ALL INCOMING PANEL & BRKR LUGS SHALL MATCH FEEDERS.				
MOTORS		9.2		A = 16.8 KVA 139.5 A		5. PROVIDE HINGED DOOR-IN-DOOR WITH OUTER DOOR LOCK.				
KITCHEN		75.3		B = 18.7 KVA 155.3 A		6. PROVIDE METAL DIRECTORY FRAME.				
RECEPTACLES		0.0		C = 13.2 KVA 110.2 A		7. SEE RSR.				
WATER HEATER		0.0		DEMAND @ 125%						
MISC.		0.0		A = 20.9 KVA 174.4 A						
SPARE		0.0		B = 23.3 KVA 194.1 A						
TOTAL (CONNECTED)		84.5		C = 16.5 KVA 137.7 A						
TOTAL (DEMAND)		48.8								

PANEL: LS1										SQD MFR
VOLTAGE: 277 / 480		3 PHASE		4 WIRE		TYPE				
MOUNTING: SURFACE		100 AMP		MAIN		LUGS ONLY		42,000 AIC		
LOAD KVA	LOAD SERVED	WIRE	TRIP	FRAME (Note 1)	CTK NO	A B C	CTK NO	LOAD SERVED	LOAD KVA	
3.00	PANEL LSR1	SR	15		1	1	2	EXTERIOR LIGHTS	0.50	
1.60	(VAXMVR)	SR			2	1	2	EXTERIOR LIGHTS	0.50	
2.00	EXTERIOR LIGHTS	6	10		3	1	2	EXTERIOR LIGHTS	0.50	
2.50	AREA B EMERGENCY LIGHTS	10	20		9	1	10	AREA A EMERGENCY LIGHTS	2.00	
2.00	AREA B EMERGENCY LIGHTS	8	20		11	1	12	AREA C EMERGENCY LIGHTS	1.50	
2.00	AREA AC EMERGENCY LIGHTS	10	20		13	1	14	AREA C EMERGENCY LIGHTS	2.00	
2.50	AREA BF EMERGENCY LIGHTS	6	20		15	1	16	AREA A CORR. EMER. LIGHTS	2.00	
2.30	AREA CORR. EMER. LIGHTS	8	20		17	1	18	AREA C CORR. EMER. LIGHTS	1.70	
2.10	AREA CORR. EMER. LIGHTS	6	20		19	1	20	AREA C CORR. EMER. LIGHTS	2.20	
1.90	AREA F CORR. EMER. LIGHTS	6	20		21	1	22	AREA B EXIT AND NIGHT LIGHTS	1.00	
1.00	AREA A EXIT AND NIGHT LIGHTS	10	20		23	1	24	AREA C EXIT AND NIGHT LIGHTS	1.00	
1.00	AREA D EXIT AND NIGHT LIGHTS	8	20		25	1	26	AREA C EXIT AND NIGHT LIGHTS	1.00	
1.00	AREA F EXIT AND NIGHT LIGHTS	6	20		27	1	28	COURTYARD EXTERIOR LIGHTS	0.40	
0.00	SPARE				29	1	30	ALTERNATE CANYON LIGHTING	0.40	
0.00	SPACE ONLY				31	1	32	SPACE ONLY	0.00	
0.00	SPACE ONLY				33	1	34	SPACE ONLY	0.00	
0.00	SPACE ONLY				35	1	36	SPACE ONLY	0.00	
0.00	SPACE ONLY				37	1	38	SPACE ONLY	0.00	
0.00	SPACE ONLY				39	1	40	SPACE ONLY	0.00	
0.00	SPACE ONLY				41	1	42	SPACE ONLY	0.00	
25.1		SUB-TOTALS							19.0	
LOAD		KVA	TOTAL LOAD PER PHASE		NOTES:					
LIGHTS	37.8	CONNECTED								
HEATING	0.0 <td>A =</td> <td>16.0 KVA</td> <td>57.7 A</td> <td colspan="5">1. BREAKER FRAME SHALL BE AS REQ'D PER PANEL AIC RATING</td>	A =	16.0 KVA	57.7 A	1. BREAKER FRAME SHALL BE AS REQ'D PER PANEL AIC RATING					
COOLING	0.0 <td>B =</td> <td>15.6 KVA</td> <td>56.3 A</td> <td colspan="5">2. SHALL BE FULLY PATT - SERIES RATINGS NOT ALLOWED</td>	B =	15.6 KVA	56.3 A	2. SHALL BE FULLY PATT - SERIES RATINGS NOT ALLOWED					
VENTILATION	0.0 <td>C =</td> <td>12.5 KVA</td> <td>45.1 A</td> <td colspan="5">3. ALL BUSSING, INCL. GND AND NEUTRAL, SHALL BE COPPER</td>	C =	12.5 KVA	45.1 A	3. ALL BUSSING, INCL. GND AND NEUTRAL, SHALL BE COPPER					
DEMAND					4. ALL MOUNTING PANEL & BKR LUGS SHALL MATO TO FEEDERS					
KITCHEN	0.0 <td>A =</td> <td>16.0 KVA</td> <td>57.7 A</td> <td colspan="5">5. PROVIDE HINGED DOOR IN LINE WITH OUTER DOOR LOCK</td>	A =	16.0 KVA	57.7 A	5. PROVIDE HINGED DOOR IN LINE WITH OUTER DOOR LOCK					
RECEPTACLES	3.0 <td>B =</td> <td>15.6 KVA</td> <td>56.3 A</td> <td colspan="5">6. PROVIDE METAL DIRECTORY FRAME</td>	B =	15.6 KVA	56.3 A	6. PROVIDE METAL DIRECTORY FRAME					
WATER HEATER	0.0 <td>C =</td> <td>12.5 KVA</td> <td>45.1 A</td> <td colspan="5">7. SP-R - SEE RISER</td>	C =	12.5 KVA	45.1 A	7. SP-R - SEE RISER					
MISC	0.0	DEMAND @ 125%								
	0.0 <td>A =</td> <td>20.0 KVA</td> <td>72.2 A</td> <td colspan="5"></td>	A =	20.0 KVA	72.2 A						
TOTAL (CONNECTED)	44.1	B =	19.5 KVA	70.4 A						
TOTAL (DEMAND)	44.1	C =	15.6 KVA	56.4 A						



DRAWING TITLE:
**RELOCATE ACID WASTE PIPING FOR
 COORDINATION OF EMERGENCY
 SHOWER (ES-1) ABOVE**

CONTRACT
 DWG NO.:
P2.1.6

PROJECT:
**KANNAPOLIS MIDDLE SCHOOL
 KANNAPOLIS, NC**

MOSELEYARCHITECTS

11430 NORTH COMMUNITY HOUSE ROAD, GIBSON BUILDING SUITE 225,
 CHARLOTTE, NC 28277
 PHONE (704) 540-3755
 MOSELEYARCHITECTS.COM

DRAWN BY:
RPD

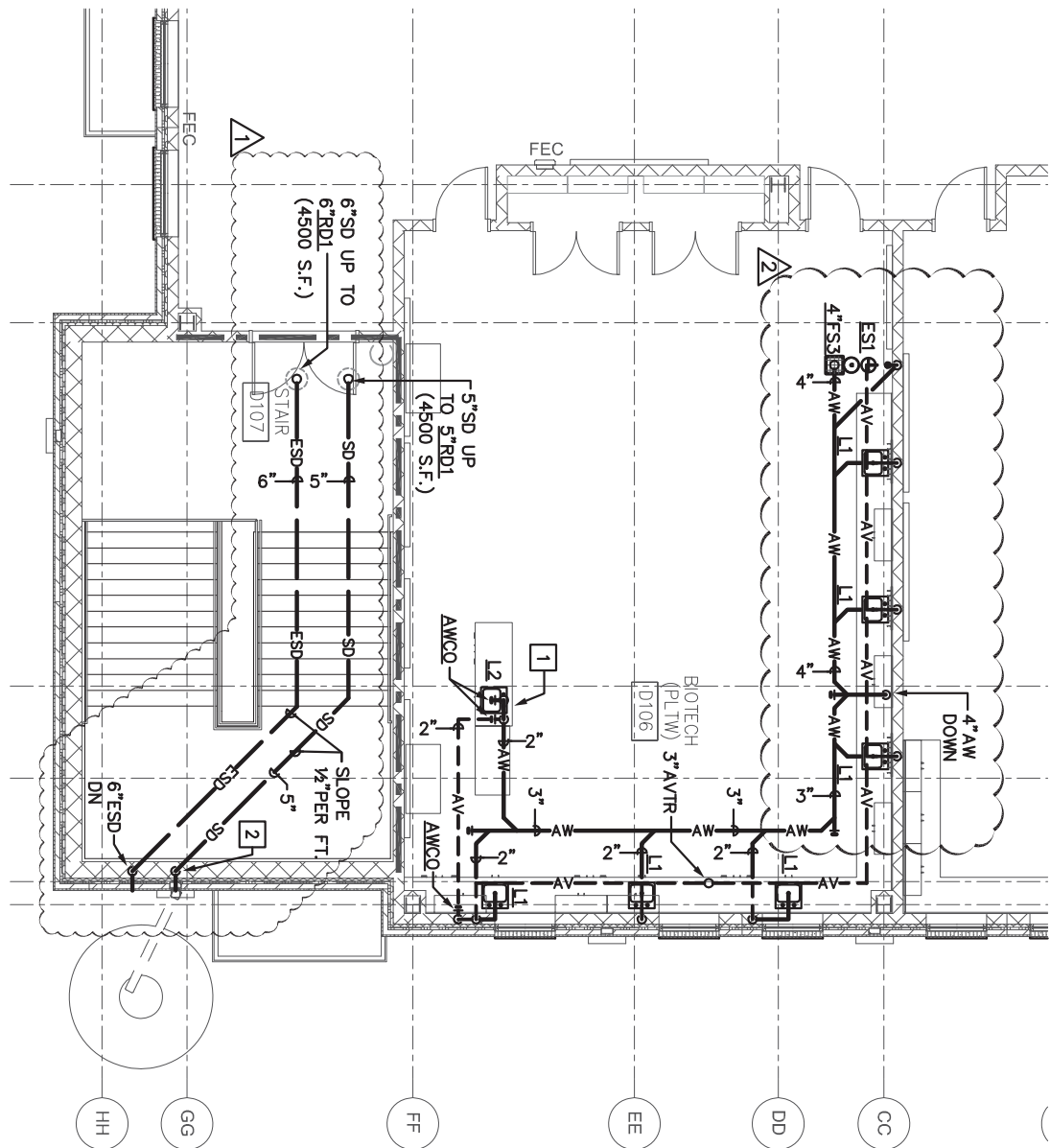
DATE:
02/09/16

ATTACHMENT TO:
REVIEW #8611

PROJECT NO:
520610

SUPPLEMENTAL DWG. NO.:

BD-P2
 Attachment number 2 of 2



DRAWING TITLE:
PROVIDE EMERGENCY SHOWER (ES-1) IN LIEU OF EYEWASH (EW-1) IN "BIOTECH D106"

CONTRACT
 DWG NO.:
P2.1.4

PROJECT:
**KANNAPOLIS MIDDLE SCHOOL
 KANNAPOLIS, NC**

MOSELEYARCHITECTS

11430 NORTH COMMUNITY HOUSE ROAD, GIBSON BUILDING SUITE 225,
 CHARLOTTE, NC 28277
 PHONE (704) 540-3755
 MOSELEYARCHITECTS.COM

DRAWN BY:
RPD

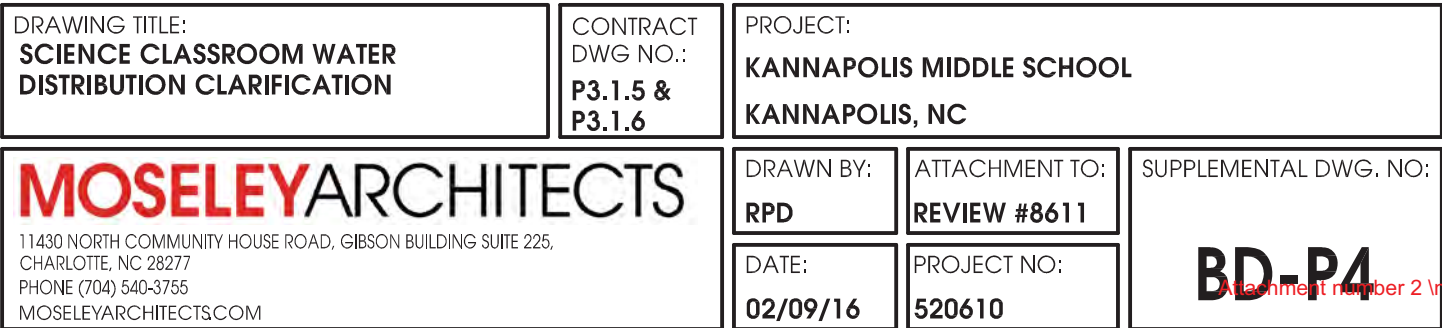
DATE:
02/09/16

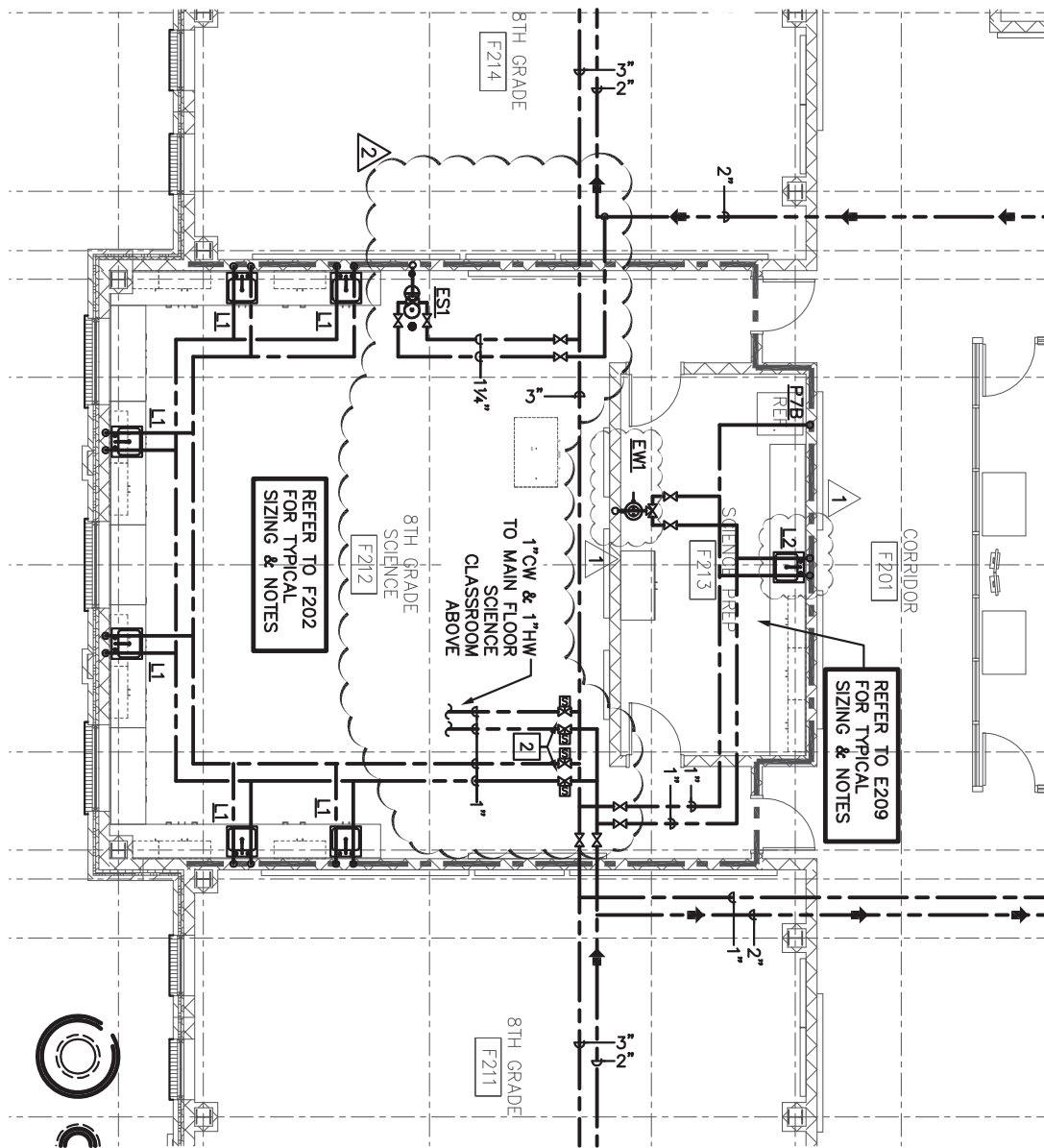
ATTACHMENT TO:
REVIEW #8611

PROJECT NO:
520610

SUPPLEMENTAL DWG. NO.:

BD-P3
 Attachment number 2 in





DRAWING TITLE:
**SCIENCE CLASSROOM WATER
 DISTRIBUTION CLARIFICATION**

CONTRACT
 DWG NO.:
P3.1.6

PROJECT:
**KANNAPOLIS MIDDLE SCHOOL
 KANNAPOLIS, NC**

MOSELEYARCHITECTS

11430 NORTH COMMUNITY HOUSE ROAD, GIBSON BUILDING SUITE 225,
 CHARLOTTE, NC 28277
 PHONE (704) 540-3755
 MOSELEYARCHITECTS.COM

DRAWN BY:
RPD

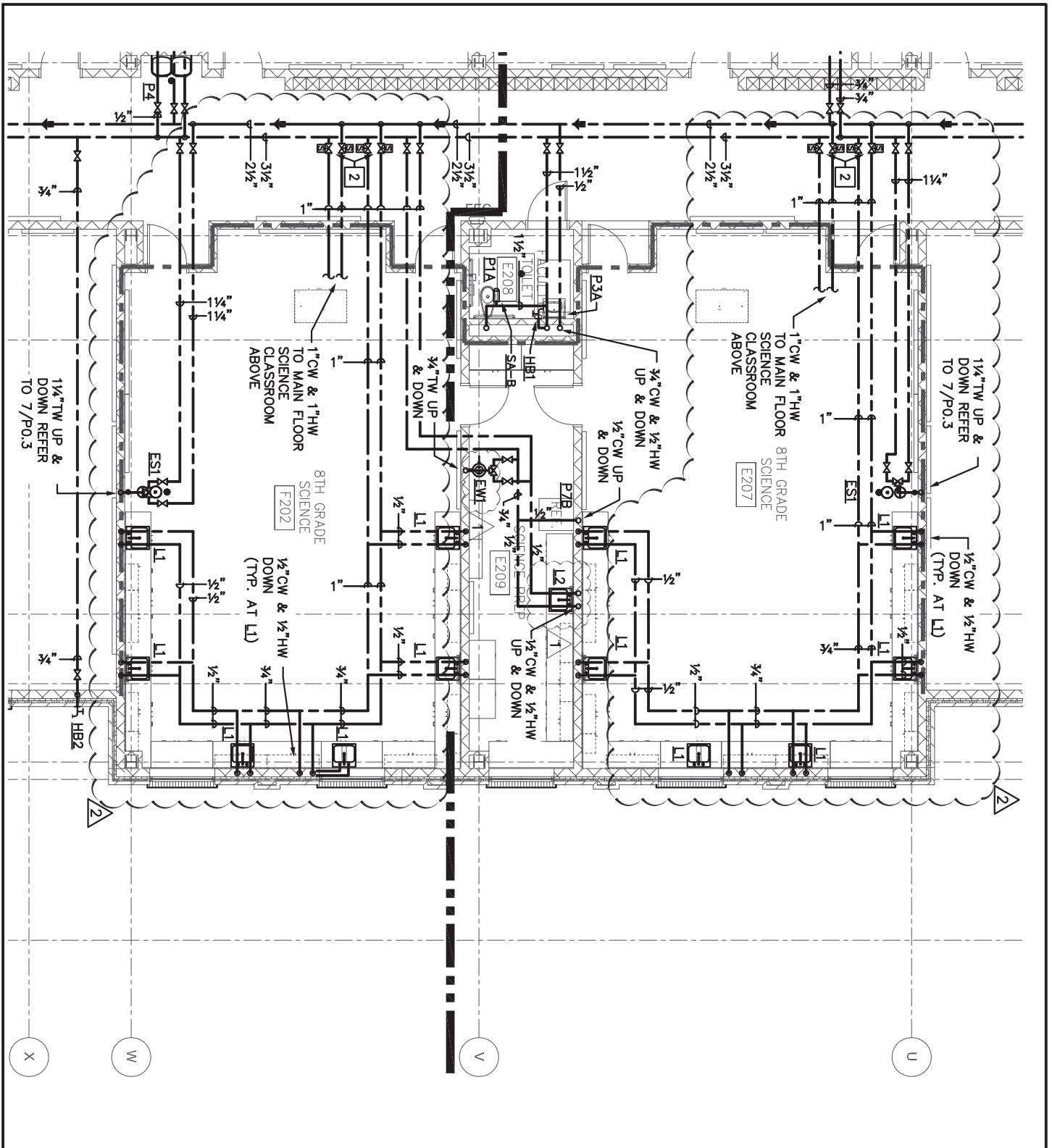
DATE:
02/09/16

ATTACHMENT TO:
REVIEW #8611

PROJECT NO:
520610

SUPPLEMENTAL DWG. NO:

BD-P5
 Attachment number 2 in



DRAWING TITLE:
**SCIENCE CLASSROOM WATER
 DISTRIBUTION CLARIFICATION**

CONTRACT
 DWG NO.:
**P3.1.5 &
 P3.1.6**

PROJECT:
**KANNAPOLIS MIDDLE SCHOOL
 KANNAPOLIS, NC**

MOSELEYARCHITECTS

11430 NORTH COMMUNITY HOUSE ROAD, GIBSON BUILDING SUITE 225,
 CHARLOTTE, NC 28277
 PHONE (704) 540-3755
 MOSELEYARCHITECTS.COM

DRAWN BY:
RPD

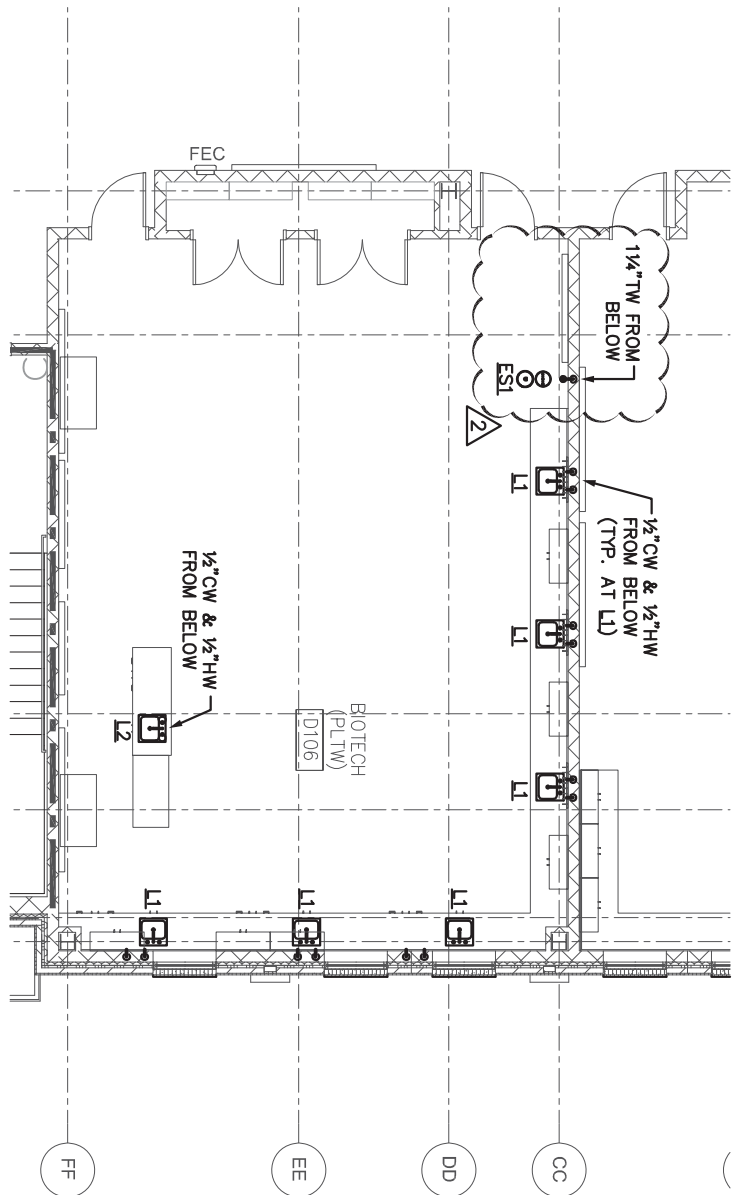
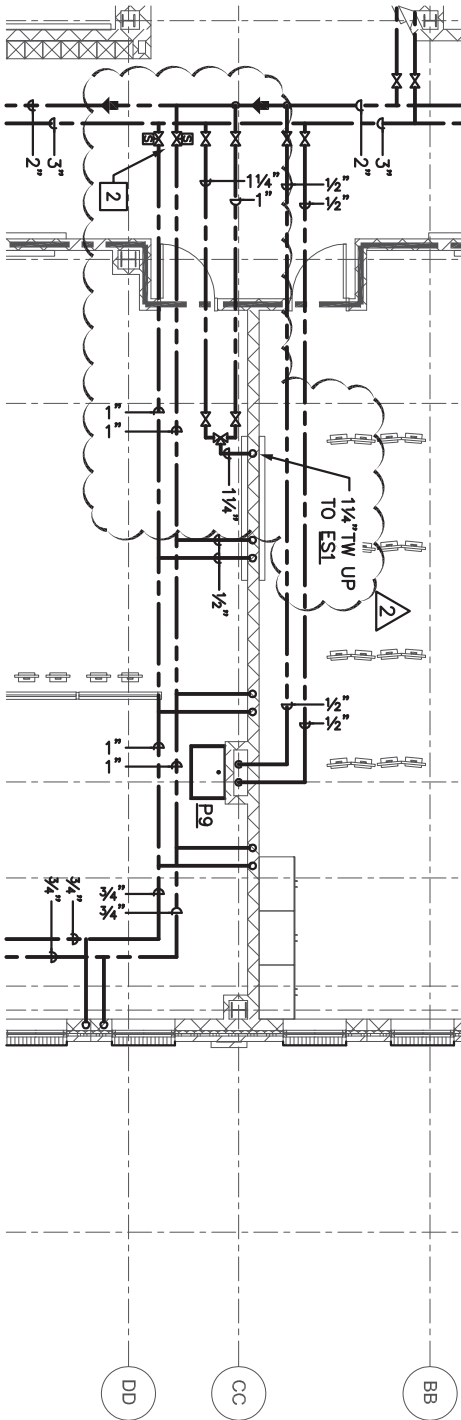
DATE:
02/09/16

ATTACHMENT TO:
REVIEW #8611

PROJECT NO:
520610

SUPPLEMENTAL DWG. NO:

BD-P6
 Attachment number 2 in



DRAWING TITLE:
**SCIENCE CLASSROOM WATER
DISTRIBUTION CLARIFICATION**

CONTRACT
DWG NO.:
**P3.1.4 &
P3.1.6**

PROJECT:
**KANNAPOLIS MIDDLE SCHOOL
KANNAPOLIS, NC**

MOSELEYARCHITECTS

11430 NORTH COMMUNITY HOUSE ROAD, GIBSON BUILDING SUITE 225,
CHARLOTTE, NC 28277
PHONE (704) 540-3755
MOSELEYARCHITECTS.COM

DRAWN BY:
RPD

DATE:
02/09/16

ATTACHMENT TO:
REVIEW #8611

PROJECT NO:
520610

SUPPLEMENTAL DWG. NO:

BD-P7
Attachment number 2 in

MOSELEYARCHITECTS

11430 North Community House Road, Gibson Building - Suite 225
(704) 540-3755 FAX: (704) 540-3754

POTENTIAL CHANGE ORDER

6/6/2016

Mr. David Pofahl
Edison Foard Construction Services Inc
3900 Rose Lake Dr.
Charlotte, NC 28217

RE: Kannapolis New Middle School - 550128
Potential Change Order No. 002 - DPI revisions

Please submit with the form below an itemized material cost and time proposal for the changes in the contract sum and contract time for the following proposed modification(s) to the contract:

Description:

Reference the attached bulletin drawings and provide the revised work shown.

BD1-E1, GFI outlet has been added

BD1-E2, GENL1 feeder wire has been revised

E6.1, Beakers have been revised

BD-P2, Acid waste pipe relocated for coordination of shower above.

BD-P3, Provide ES-1 in lieu of EW-1 in biotech D106

BD-P4, BD-P5, BD-P6 & BD-P7, Science classroom water distribution clarification

Receipt of your proposal is requested by: 6/20/2016

This is not a change order nor a directive to proceed with the work described herein until accepted by the Owner.

Proposal

In response to the request above, the Contractor proposes to perform the changes described for an increase / decrease in the contract sum in the amount of \$ 17,636.00 and increase / decrease in the contract time of 0 calendar days.

A detailed breakdown of labor and material costs is attached hereto which includes all costs and time associated with the proposed change(s).

Signed: 

Date: 6/16/16

Steve Nally, Construction Administrator
Encl.: As Stated
Cc w/encl.:

Kannapolis Middle School		PCO # 002		Date: 06/16/16		
Description of Work: Added work as detailed in PCO 002 and related plumbing and electrical bulletin drawings. See attached subcontractor quotes.						
Direct Cost of Change						
	DESCRIPTION	LABOR	MATL	EQUIP	SUBC	TOTAL
1	Plumbing - see attached	0	0	0	13,068	13,068
2	Electrical - see attached	0	0	0	3,562	3,562
3		0	0	0	0	0
4		0	0	0	0	0
5		0	0	0	0	0
6		0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
9		0	0	0	0	0
10		0	0	0	0	0
11	Estimating of Change	0	0	0	0	0
12	Project Management of Change	0	0	0	0	0
13	Project Administrator of Change	0	0	0	0	0
14	Scheduling of Change	0	0	0	0	0
15	Supervision of Change	0	0	0	0	0
16	Expendable Tools(5% of EFI direct labor)	0	0	0	0	0
17	Rough Hardware	0	0	0	0	0
18	Housekeeping(1% of direct costs 1-10)	0	0	0	0	0
19	Dumpster(1/2%of direct costs 1-10)	0	0	0	0	0
20	Final Clean	0	0	0	0	0
21	Record Drawings/O&M	0	0	0	0	0
22	Punch List	0	0	0	0	0
23		0	0	0	0	0
24	Overtime Adjustment	0	0	0	0	0
25	Working Height Adjustment	0	0	0	0	0
26	Congestion Adjustment	0	0	0	0	0
27	Out-of-Sequence Adjustment	0	0	0	0	0
Extended Project Overhead						
1	Supervision/Truck/Fuel	0	0	0	0	0
2	Gen Supt/Truck/Fuel	0	0	0	0	0
3	Project Mgr/Auto/Fuel	0	0	0	0	0
4	Field Office/Storage	0	0	0	0	0
5	Temp Toilets	0	0	0	0	0
6	Temp Utilites	0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
	SUBTOTALS >>>	0	0	0	16630	16630
42.00%	PAYROLL T & I	0	N/A	N/A	N/A	0
7.25%	SALES TAX	N/A	0	0	N/A	0
	SUBTOTALS >>>	0	0	0	16630	16630
	FEE FOR CONTRACTOR-PERFORMED WORK >>>				15.00%	0
	FEE FOR SUB-CONTRACTOR-PERFORMED WORK >>>				5.00%	832
	SUBTOTAL >>>					17462
	BOND PREMIUM >>>				1.00%	175
	QUOTE >>>					\$17,636
	Calender Day Time Extension Required >>>					0
	Proposal expires in 15 days.					
This entire proposal shall become part of any future Change Order. Edison Foard reserves the right to claim and recover impact costs in the event the cumulative total of Change Orders on this project is so significant to be disruptive and to cause inefficiencies. This proposal is subject to review and revision if not accepted in writing within the time period stated herein.						

TIME AND MATERIALS WORKSHEET
CHANGE PROPOSAL REQUEST NO.

Page 1 of 3

SUBCONTRACTOR/VENDOR:	DESCRIPTION:	DATE:
Nichols Plumbing inc.		##### 6/20/2016

QTY.	MATERIAL	unit cost	TOTAL
55'	4" Chem Drain (CD) Pipe	\$8.23	\$452.65
37'	4" PVDF Pipe	\$60.00	\$2,960.00
5'	2" PVDF Pipe	\$27.71	\$138.55
1	4" CD combination	\$51.78	\$51.78
1	4" CD 1/8 Bend	\$25.77	\$25.77
1	4" CD s/s 90	\$35.90	\$35.90
1	4" PVDF Test tee	\$318.80	\$318.80
2	4"x2" PVDF combination	\$267.51	\$535.02
1	4" PVDF Double combination	\$707.74	\$707.74
1	4" PVDF 1/4 bend	\$205.97	\$205.97
1	4"x2" PVDF wye	\$236.05	\$236.05
2	4" c/o Plug PVDF	\$318.93	\$637.86
1	4"x3" PVDF reducer	\$85.57	\$85.57
1	4" PVDF P-trap	\$609.30	\$609.30
1	FS-3	\$950.00	\$950.00
SUBTOTAL			\$7,950.96
Tax 7.00%			
MATERIALS SUBTOTAL			

[illegible][illegible]

MATERIALS SUBTOTAL	
LABOR SUBTOTAL	
EQUIPMENT SUBTOTAL	
SUBTOTAL	
OVERHEAD & PROFIT	
sub total	
PERFORMANCE & PAYMENT BOND	
TOTAL TOTAL	

Nichols Plumbing inc

TIME AND MATERIALS WORKSHEET CHANGE PROPOSAL REQUEST NO.

pco 002

Page 3 of 3

SUBCONTRACTOR/VENDOR:	DESCRIPTION:	DATE:
Nichols Plumbing inc.		##### 6/20/2016

QTY.	MATERIAL	unit cost	TOTAL
	BALANCE FORWARD		\$9,030.64
1	3" cd 1/8th bend	(\$22.74)	(\$22.74)
1	3' CD S/S 90	(\$24.98)	(\$24.98)
1	3" PVDF Test tee	(\$187.00)	(\$187.00)
1	3" PVDF 1/4 bend	(\$114.54)	(\$114.54)
138'	1 1/4" copper	(\$3.11)	(\$429.18)
12'	3/4" copper	(\$1.47)	(\$17.64)
6'	1/2" copper	(\$0.91)	(\$5.46)
1	EW-1	(\$735.82)	(\$735.82)
1	ES-1	\$2,502.12	\$2,502.12

SUBTOTAL \$9,995.40
Tax 7.00% \$699.68
MATERIALS SUBTOTAL 10,695.08

REG. HRS.	O.T. HRS.	LABOR	REG. RATE	O.T. RATE	TOTAL
25			\$32.00		\$800.00

SUBTOTAL \$800.00
LABOR BURDEN % 28 \$224.00
LABOR SUBTOTAL \$1,024.00

QTY.	EQUIPMENT/ RENTALS	UNIT COST	TOTAL
1	Core Machine and bits	\$150.00	\$150.00

SUBTOTAL \$150.00
Tax 7.00% \$10.50
EQUIPMENT SUBTOTAL \$160.50

MATERIALS SUBTOTAL 10,695.08
LABOR SUBTOTAL \$1,024.00
EQUIPMENT SUBTOTAL \$160.50
SUBTOTAL 11,879.58
OVERHEAD & PROFIT 10 \$1,187.96
sub total 13,067.54
PERFORMANCE & PAYMENT BOND 13067.54
TOTAL TOTAL 13,067.54

CHANGE NOTICE

Edison Foard

CCN# 1
 Date: 6/14/2016
 Project Name: Kannapolis Middle School
 Project Number: Kannapolis Middle School
 Page Number: 1

Client Address:

Work Description

This is a cost change for PCO-002 which is changing one receptacle in room F206 to GFCI receptacle, change feeder cable from #1 to 1/0 for panel GENL1, adding breaker in MDP for panel RPB1, adding breaker in MDP for panel RPCB1, and changing Panel GENL1 to 150 amp MLO panel. We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

We request a time extension of 3 days.

We will supply and install all materials, labor, and equipment as per your instructions on **CCN# 1**.

Itemized Breakdown

Summary

LIGHTING FIXTURES *** Quote needed ***		0.00
DISTRIBUTION		2,575.00
FIRE ALARM *** Quote needed ***		0.00
Material Tax	(@ 7.250 %)	186.69
Total Material		2,761.69
Subtotal		2,761.69
Overhead	(@ 5.000 %)	138.08
Markup	(@ 5.000 %)	144.99
Subtotal		3,044.76
#1 WIRE TO GENL1 CREDIT	(-1,400.00 @ \$0.99)	-1,386.00
1/0 NEW WIRE TO GENL1	(1,400.00 @ \$1.30)	1,820.00
CREDIT RECEPTACLE IN ROOM F206	(-1.00 @ \$4.30)	-4.30
ADD GFCI RECEPTACLE IN ROO F206	(1.00 @ \$24.89)	24.89
Subtotal		3,499.35
BOND	(@ 1.800 %)	62.99
Final Amount		\$3,562.34

CLIENT ACCEPTANCE

ORIGINAL

Attachment number 2 \n

CHANGE NOTICE

Edison Foard

Client Address:

CCN#

1

Date:

6/14/2016

Project Name:

Kannapolis Middle School

Project Number:

Kannapolis Middle School

Page Number:

2

CCN #: 1

Final Amount:\$3,562.34

Name:

Date:

Signature:

Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Attachment number 2 \n



imagination at work

41 Woodford Avenue
Charlotte, NC 28209-2284
Email: bruce.windham@ge.com

Date: 6/10/2016
Telephone: 704- 56-1 5069
Fax:
Speedi Version: V 11.60

**Bill of Material
KANNAPOLIS MIDDLE SCHOOL**

Proposal/Quote Type: Base Bid
Quote #: S080B37
Revision #: 5.0

We are pleased to offer this proposal for your review. Thank you for allowing us the opportunity to participate on this project. Please do not hesitate to contact us with any questions.

This quotation covers only the items listed. No other items are included unless otherwise noted.

Item#	Qty	Description	Inches
-------	-----	-------------	--------

- | | | | |
|---|---|----------------------------------------------|--|
| 1 | 1 | Spectra Bolt-On AV2 Swb (108A)
MSB | |
|---|---|----------------------------------------------|--|

2 Section(s) Service Entrance

Estimated Shipping Weight:2169 lbs

- | | | | |
|---|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1 | | Service Entrance Labeling
3P4W/480/277V/60Hz
3000A 65 kAIC Fully Rated
Incoming Feed: Bottom
Incoming Left Feeding Right
Type 1 Enclosure
Front/Rear Lineup
Front Only Access
Main Section:
H:90" W:40" D:35" (Est.)lbs.:1046
Group Mounted Feeder Section:
H:90" W:40" D:35" (Est.)lbs.:1123 | |
| 1 | | Main Section 40W | |
| 1 | | Group Mounted Feeder Section 40W | |
| 2 | | Bus Bracing 65000 AIC | |
| 2 | | Fully Rated Copper Bus 1000 A/Sq. in. | |
| 2 | | Ground: Equipment U/L With Lugs | |
| 2 | | MimicBus - Blue Plastic Adhesive | |
| 1 | | Full Height Side Barriers | |

Main Breaker

- | | | | |
|----|--|--------------------------------------------------------------------------------------------------|--|
| 1 | | 3000A 3 Pole SS (3000A Frame) Indiv. Mtd. Main
Manually Operated MAIN
Programmer(ETU) LSIG | |
| 1 | | RELT | |
| 32 | | Mechanical (1 Hole) AL Line Lugs | |
| 1 | | EPM2200 (PL2200C1S) | |
| 1 | | Current Transformer (3) | |

Feeders

- | | | | |
|---|--|--------------------------------|--|
| 1 | | 600A 3 Pole SGLA6 (600A Frame) | |
| 2 | | Mechanical AL Load Lugs | |

Attachment number 2 \n



imagination at work

Name: KANNAPOLIS MIDDLE SCHOOL
Quote #: S080B37

Date: 06/10/2016

Item#	Qty	Description	Inches
	3	400A 3 Pole SGLA4 (400A Frame)	
	6	Mechanical AL Load Lugs	
	2	250A 3 Pole SFLA SPACE	
	2	250A 3 Pole SFLA (250A Frame)	
	2	Mechanical AL Load Lugs	
	3	200A 3 Pole SFLA (250A Frame)	
	3	Mechanical AL Load Lugs	
	3	175A 3 Pole SFLA (250A Frame)	
	3	Mechanical AL Load Lugs	
	5	100A 3 Pole SELA (150A Frame)	
	5	Mechanical AL Load Lugs	
	1	70A 3 Pole SELA (150A Frame)	
	1	Mechanical AL Load Lugs	
	1	60A 3 Pole SELA (150A Frame)	
	1	Mechanical AL Load Lugs	
Monitoring/Control Devices			
	1	Power Supply Plate	
Others			
	22	Engraved Nameplates	
	22	Screw-On Nameplates	
	1	GTUTK20	
	1	Lifting Brackets	
	1	Spectra Bolt-On (C/B feeders only) 43X	
	1	3P SGLA6 Single BR Module	
	3	3P SGLA4 Single BR Module	
	4	6P SFLA Double BR Module	
	4	6P SELA Double BR Module	
	33	Equipment Ground Lugs	
	1	Ground Lug	
	10	Neutral Lugs	
	6	Neutral Lugs	
	7	Neutral Lugs	
	1	Bonding Jumper	



imagination at work

Name: KANNAPOLIS MIDDLE SCHOOL
Quote #: S080B37

Date: 06/10/2016

Item#	Qty	Description	Inches
4	1	Panelboard, Type AQ (101) GENL1 Single Section Panel Bottom Feed Surface Mnt 30 Ckts 3P4W 208Y/120V 22 KAIC Height : 37.5" Width : 20" Depth : 5.75" 225A Main Lugs 1 1-LUG/PH 1-CABLE/LUG #6 -350 MCM 13 20A 1 Pole THHQB 12 20A 1 Pole THHQB Space 1 30A 1 Pole THHQB 2 30A 2 Pole THHQB 1 Copper Bus Heat Rated 1 Front Hinged To Box 1 Metal Directory Card Hldr 1 Ground main lug TGL20 3 Ground-Box bonded TGL2 1 AB37B Box 1 AF37SDM Front 1 AQF3302MBX Interior AXS5B7 Device Layout Is Customer Specified	

Total Lot Price \$ _____ Price to follow



imagination at work

Name: KANNAPOLIS MIDDLE SCHOOL
Quote #: S080B37

Date: 06/10/2016

FACTORY TESTS:

Standard factory test procedures will be performed. Field testing, customer inspections, customer witness tests and any other non-standard test procedures are not included unless specifically noted herein.

WARRANTY:

1. The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software-related Services are warranted for ninety (90) days.
2. Additional 12 months available for 2% adder, 24 months for 4% adder.

Limited Warranty for all Core/Standard and Stand-Alone Drive Panels (including 18 Pulse / MultiPulse Panel products but excluding DV300 DC Drives): 36 months from date of shipment. An additional 12 months (a total of 48 months) are available for 10% Net Price adder, or an additional 24 months (the maximum of 60 months) for 20% Net Price adder. Contact GE 1 Stop when order is placed to include extended warranty on item(s). DV300 DC Drives have a warranty period of 18 months after shipment only.

TERMS OF PAYMENT:

All projects are:

- Net 30 days
- Price Clause 1Q
- For projects up to \$250,000 terms of payment are 100% net 30 days from invoice date.
- If project value exceeds \$250,000 net, progress payments are required payable at the following milestones:
-20% upon delivery of drawings -30% upon release of equipment -Balance due upon shipment

POLICIES AND CONDITIONS OF SALE:

1. **Sales to Authorized GE Distributor:** This quotation is offered subject to the Apparatus Distributor Agreement between GE and Distributor. **Sales to Direct-Served Accounts: See Form ES104 (Rev. 4),** except as specifically noted herein and for **GE Critical Power** products, see non-standard warranty terms defined in following link:
<http://apps.geindustrial.com/publibrary/checkout/Catalogs%20and%20Buyers%20Guides%7CCPB-WR%7Cgeneric>
2. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Seller in this Contract. The customer (distributor or direct-served customer, as applicable) warrants that there are no governmental contracting requirements or regulations that apply to this transaction (including without limitation any Federal Acquisition Regulations), other than such terms as have been disclosed to Seller and agreed to by Seller in writing prior to Seller agreeing to this transaction.
3. This quotation expires in 30 calendar days unless terminated sooner by notice.
4. Order must be released for manufacture within 90 days. If drawings are required they must be returned approved for release within 60 days of mailing. If not, and/or shipment is delayed for any reason, the price will increase 1.5% for each partial/full month that shipment is delayed after the 90-day period.
5. Price(s) quoted are for estimated lead-times given; expedited schedule may require additional charges.
6. For Branded Products, quotation expires in 30 calendar days unless terminated sooner by notice. If approval drawings are required they must be returned approved for release within 60 days of mailing. If not, and/or shipment is delayed for any reason beyond 6 months from order entry, the price will be subject to change based on current market conditions. Please contact Branded Product upfront regarding any special commercial terms not covered here for vendor consideration.

ORDER CANCELLATION - SCHEDULE OF CHARGES:

- | | | |
|------|---|--------------------------------------------------------------------------------|
| 10% | - | Order received and entered on factory, work not started, material not ordered. |
| 30% | - | Drawings for approval submitted. |
| 60% | - | Approved drawings returned. Job released for manufacture and shipment. |
| 80% | - | Material accumulated and production started. |
| 100% | - | Manufacturing completed. |

DELIVERY AND TRANSPORTATION:

1. EXW GE's facility, place of manufacture or warehouse (Incoterms 2000). Title passes upon shipment.



imagination at work

Name: **KANNAPOLIS MIDDLE SCHOOL**

Date: **06/10/2016**

Quote #: **S080B37**

2. GE will assume the risk of loss or damage to the destination for a 2% adder (but not less than \$500 net) applied to the total price of the equipment. "Destination" is defined as GE's common carrier's delivery point nearest first destination or point of export within the continental U.S.
3. Unless otherwise noted in this quotation, normal transportation and handling, is allowed on orders of \$500 net or more to common-carrier point nearest destination within the Continental US (excluding Alaska and Hawaii). For orders below \$500 net, a \$50 handling charge will be added to the Invoice. The \$50 handling charge is waived for premium freight paid by the customer or ex-works orders picked up by the customer at Seller's facility.
4. Shipment via Air or Open -Top/Flatbed/Lift gate truck not included unless specifically listed herein.
5. Special Instruction - The Receiving Associate is required to sign, date and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date and damage claim annotations. GE's Post Sales Service Department must be provided with copy of annotated BOL within five (5) days of delivery or Shipper's responsibility ends.

The lead-times quoted are for Estimating Purposes Only. Actual drawing and shipping schedules will be based on factory load, receipt of order with complete technical information, and the date GE receives authorized release to manufacture. The accompanying Bill of Material is our interpretation of what is required to meet the intent of the listed Drawings and Specifications. Please review thoroughly for accuracy and completeness, and advise immediately if any revisions are required. This proposal is limited to the attached Bill of Material only. Start-up Services and Training are not included unless specifically noted herein. Changes to scope will require a revised proposal.

The devices listed on this bill of material may have selective coordination over the long time, short time and instantaneous range. GE's selective capabilities are listed in publication DET-537. It is recommended that a qualified engineer be employed to determine selective coordination as required for the project and in accordance with applicable local codes and acceptable engineering practices. Selective coordination may require significant changes to the system design, equipment sizing and cost.

DOE 2016 Transformer Notice:

- On January 1, 2016, LV Dry Type transformers must meet a higher energy efficiency standard (DOE 2016).
- Beginning January 1, 2016 the GE factory will no longer manufacture TP-1 energy efficient transformers for US markets.
- Shipment of stock TP-1 transformers from our warehouse after December 1, 2015 is subject to availability.
- If your non-stock transformer(s) will have a ship date after January 1, 2016, GE strongly recommends that you quote the new DOE 2016 design.
- Although Speedi allows quoting of DOE 2016 transformers today, GE will not begin taking orders for DOE 2016 transformers until November 16, 2015.
- For more information on this important change, visit www.geindustrial.com/transformers

GE Proprietary Information

The information contained in this document is GE Proprietary Information and is disclosed in confidence. It is the property of GE and shall not be used, disclosed to others or reproduced without the express written consent of GE.

Phillip Windham



Spectra SeriesTM Switchboard

ACCESS TO: Front Only	PHASE: 3P4W
CLASS: 2	AMPERE: 3000A
LABEL: U/L SE	BUS MTL: Cu 1000A/in ²
VOLTAGE: 480/277V	PLATE: Silver Plate
STYLE: Bolt-On	RATING: Fully Rated
BUS BRACING (RMS SYM):	65000A
DEV. MIN. INT. RATING (RMS SYM):	65000A

Switchboard / Device Information

Circuit No.	Device	Amps	Poles	Nameplates	Lugs/Cable Size	Notes
Main	SS	3000	3			9,10,11,12,13
1	SELA	60	3		(1) - #12 - 3/0 AWG CU - Mech. AL	
2	SELA	100	3		(1) - #12 - 3/0 AWG CU - Mech. AL	
3	SELA	100	3		(1) - #12 - 3/0 AWG CU - Mech. AL	
4	SFLA	175	3		(1) - #8 - 350 MCM CU - Mech. AL	
5	SFLA	175	3		(1) - #8 - 350 MCM CU - Mech. AL	
6	SFLA	200	3		(1) - #8 - 350 MCM CU - Mech. AL	
7	SFLA	200	3		(1) - #8 - 350 MCM CU - Mech. AL	
8	SFLA	250	3		(1) - #8 - 350 MCM CU - Mech. AL	
9	SFLA	250	3		(1) - #8 - 350 MCM CU - Mech. AL	
10	SGLA4	400	3		(2) - 2/0 - 250 MCM CU - Mech. AL	
11	SGLA6	600	3		(2) - 300 - 500 MCM CU - Mech. AL	
12	SGLA4	400	3		(2) - 2/0 - 250 MCM CU - Mech. AL	
13	SGLA4	400	3		(2) - 2/0 - 250 MCM CU - Mech. AL	
14	SFLA	250	3	(SPACE AND BUS)	(1) - #8 - 350 MCM CU - Mech. AL	14
15	SFLA	250	3	(SPACE AND BUS)	(1) - #8 - 350 MCM CU - Mech. AL	14
16	SFLA	200	3		(1) - #8 - 350 MCM CU - Mech. AL	
17	SFLA	175	3		(1) - #8 - 350 MCM CU - Mech. AL	
18	SELA	100	3		(1) - #12 - 3/0 AWG CU - Mech. AL	
19	SELA	100	3		(1) - #12 - 3/0 AWG CU - Mech. AL	
20	SELA	100	3		(1) - #12 - 3/0 AWG CU - Mech. AL	
21	SELA	70	3		(1) - #12 - 3/0 AWG CU - Mech. AL	

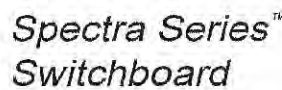
NOTES:

- Mimic Bus - 1/2" wide blue plastic strip applied with adhesive.
- Equipment ground bus furnished with lugs.
- Copper ground bus furnished.
- Switchboard furnished with Portable Test Set - GTUTK20.
- Switchboard furnished with Nameplates.
- All Nameplates to be fastened with screws.
- Shipping splits between each section, ship each section separately.
- Switchboard furnished with fully rated panel.
- Device furnished with ETU (LSIG) programmer.
- Device is furnished with integral ground fault protection.
- Device is furnished with RELT (Reduced Energy Let Through).
- Device furnished with padlocking provisions.
- Device requires RELT or ZSI feature if Authority having jurisdiction has adopted NEC 2014 code requirements.
- Lugs not furnished with SPACE AND BUS.
- EPM2200 (Modbus RS485 + Pulse) Meter installed in Switchboard
- Estimated shipping weight for the lineup is 2169 lbs

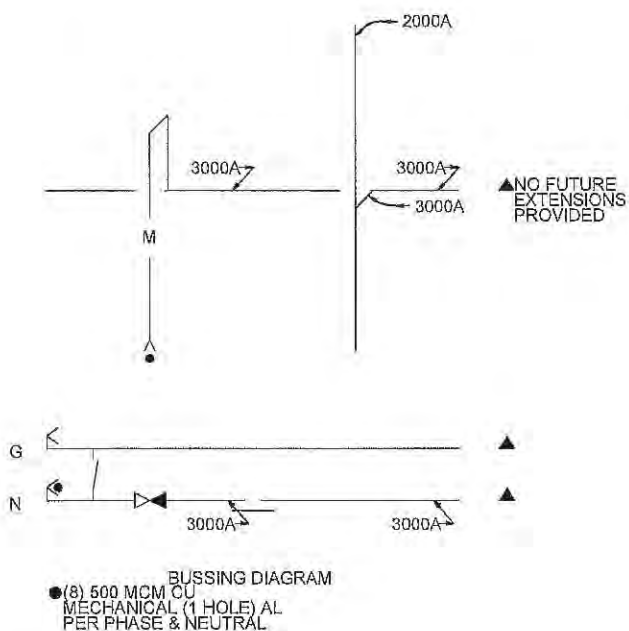
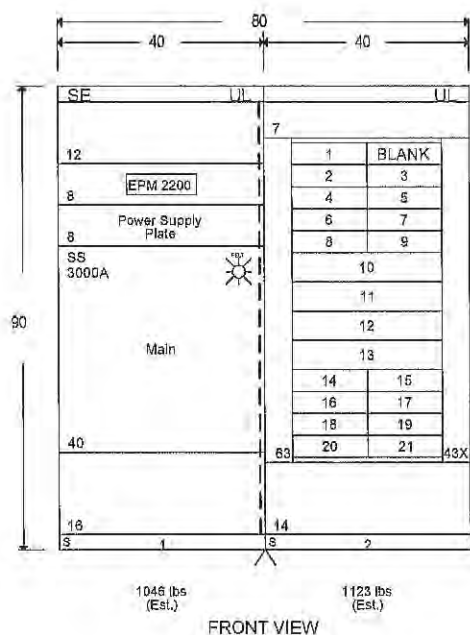
JOB NAME: KANNAPOLIS MIDDLE SCHOOL		CUSTOMER:		PLANT:		MARK: MSB	
MADE BY:	ISSUED: 02/09/2016	CUST. ORDER NO:	NO	DATE	REVISIONS	INITIALS	USA3-S080B37
REL BY:	Phillip	REQN. NO:					
		ORDER NO:					
						SHEET	1 of 3
						ITEM 1	

P11.60 Date:06/10/2016 11:07:57 AM

Attachment number 2 \n



ACCESS TO: Front Only	PHASE: 3P4W
CLASS: 2	AMPERE: 3000A
LABEL: U/L SE	BUS MTL: Cu 1000A/in²
VOLTAGE: 480/277V	PLATE: Silver Plate
STYLE: Bolt-On	RATING: Fully Rated
BUS BRACING (RMS SYM):	65000A
DEV. MIN. INT. RATING (RMS SYM):	65000A

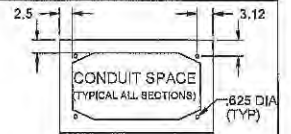


JOB NAME: KANNAPOLIS MIDDLE SCHOOL		CUSTOMER:			PLANT:		MARK: MSB	
MADE BY:	ISSUED: 02/09/2018 Phillip	CUST. ORDER NO:	NO	DATE	REVISIONS	INITIALS	USA3-S080B37	
REL BY:		REQN. NO:					SHEET 2 of 3	ITEM T
		ORDER NO:						

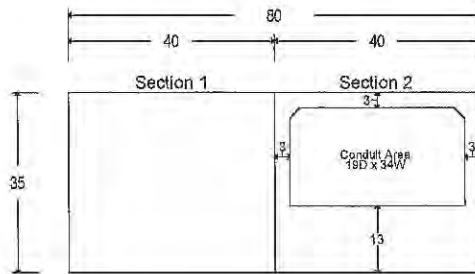


Spectra SeriesTM Switchboard

ACCESS TO: Front Only	PHASE: 3P4W
CLASS: 2	AMPERE: 3000A
LABEL: U/L SE	BUS MTL: Cu 1000A/in ²
VOLTAGE: 480/277V	PLATE: Silver Plate
STYLE: Bolt-On	RATING: Fully Rated
BUS BRACING (RMS SYM):	65000A
DEV. MIN. INT. RATING (RMS SYM):	65000A

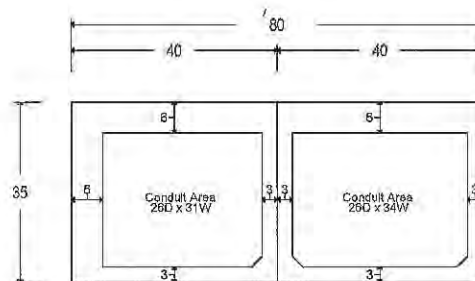


Top Conduit Area



Front Plan View

Bottom Conduit Area



Front Plan View

JOB NAME: KANNAPOLIS MIDDLE SCHOOL		CUSTOMER:		PLANT:		MARK: MSB
MADE BY:	ISSUED: 02/09/2016	CUST. ORDER NO:	NO	DATE	REVISIONS	INITIALS
REL BY:	Phillip	REQN. NO:				
		ORDER NO:				
USA3-S080B37						SHEET 3 of 3 ITEM 1

P11.60 Date:06/10/2016 11:07:57 AM

Attachment number 2 \n

A Series Panelboard

Item 4 GENL1

Panel Description

GE Type AQ Panelboard
Qty 1
225 Amp, 208Y/120V
3P4W
22 KAIC SC Fully Rated
Copper Bus
Nema 1 Enclosure
Surface Mounted
Bottom Feed

Branch Devices

Qty	Amps/P	Cat#
13	20A/1P	THHQB1120
12	20A/1P	Spaces
1	30A/1P	THHQB1130
2	30A/2P	THHQB2130

Panel Interior

Device Layout is Customer Specified

225A PANEL END FILLER					
Ckt	Type	Amps/P	Type	Amps/P	Ckt
1	THHQB	30/2	THHQB	20/1	2
	-	-	THHQB	20/1	4
5	THHQB	30/2	THHQB	20/1	6
	-	-	THHQB	20/1	8
9	THHQB	20/1	THHQB	20/1	10
11	THHQB	20/1	THHQB	20/1	12
13	THHQB	20/1	THHQB	20/1	14
15	THHQB	20/1	THHQB	20/1	16
17	THHQB	20/1	SPACE	20/1	18
19	SPACE	20/1	SPACE	20/1	20
21	SPACE	20/1	SPACE	20/1	22
23	SPACE	20/1	SPACE	20/1	24
25	SPACE	20/1	SPACE	20/1	26
27	SPACE	20/1	SPACE	20/1	28
29	SPACE	20/1	THHQB	30/1	30
225A MAIN LUGS WITH NEUTRAL					

* Drawing not to scale

Main Description

Amps: 225 Amp
Type: Main Lugs
Lugs: 1-lug/ph 1-cable/lug
#6 -350 mcm

Options Included

1 - Copper Bus Heat Rated
1 - Front Hinged To Box
1 - Metal Directory Card Hldr
1 - Ground main lug TGL20
3 - Ground-Box bonded TGL2

Job Name:	KANNAPOLIS MIDDLE SCHOOL		
Prop#:	USA3-S080B37	GEReq#:	
PO#:			
Marks:	GENL1	Dated:	06/10/2016

4A Interior	AQF3302MBX AXS5B7
4B Box	AB37B
4C Front	AF37SDM
Dimensions	37.5"H x 20"W x 5.75"D

Attachment number 2 in

Kannapolis New Middle School

Change Order Number: 06

Project # 550128

To Contractor:

Edison Foard Construction Services Inc
3900 Rose Lake Dr.
Charlotte, NC 28217

Change Order Date: 10/24/2017

Contract Date: 03/09/2016

The Contract is hereby revised by the following items:

PCO	Description	Days	Amount
016	Add power for hand dryers	0	\$17,398.00
017	Roof expansion joint - RFI 181	0	\$5,178.00
020	RFI 146/FC 19 Add CMU lintels	1	\$3,579.00
022	RFI 177 Science Water Loop	2	\$12,692.00
023	Chase wall Addm 1 not on electrical	0	\$2,277.00
025	Book drop sidewalk - RFI 202	0	\$333.00
026	FC 022 Splash Pads	0	\$4,907.00
027	RFI 144 CMU to Deck E222	0	\$1,299.00
028	RFI 201 Clerestory roof system	0	\$11,202.00
029.1	Unsuitable soil over allowance - 72% PCO 29 - partial payment	0	\$299,737.00
041	Weather related delays	16	\$0.00
Total for this Change Order:		19 Days	\$358,602.00

The original Contract Sum was.....	\$35,322,900.00
Sum of changes by prior Change Orders.....	\$789,626.00
The Contract Sum prior to this Change Order was.....	\$36,112,526.00
The Contract Sum will be changed by this Change Order in the amount of.....	\$358,602.00
The new Contract Sum including this Change Order will be.....	\$36,471,128.00
The Contract duration will be changed by.....	19 Days
The revised Substantial Completion date as of this Change Order is.....	10/5/2017

ARCHITECT

Moseley Architects
11430 N Community House Rd, Suite
225
Charlotte, NC 28277

SIGNATURE

DATE

CONTRACTOR

Edison Foard Construction Services Inc
3900 Rose Lake Dr.
Charlotte, NC 28217

SIGNATURE

DATE

OWNER

Kannapolis City Schools
100 Denver St
Kannapolis, NC 28083

SIGNATURE

DATE

Kannapolis Middle School

PCO # 016

Date: 09/13/17

Description of Work: Add hand dryers and related electrical. See attached copies of quotes.

Direct Cost of Change

	DESCRIPTION	LABOR	MATL	EQUIP	SUBC	TOTAL
1	Hand dryers 14 ea at \$445	0	6,230	0	0	6,230
2	Labor to install 14ea at \$35/ea	490	0	0	0	490
3	Electrical work	490	0	0	7,167	7,657
4		0	0	0	0	0
5		0	0	0	0	0
6		0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
9		0	0	0	0	0
10		0	0	0	0	0
11	Estimating of Change	20	0	0	0	20
12	Project Management of Change	0	0	0	0	0
13	Project Administrator of Change	0	0	0	0	0
14	Scheduling of Change	0	0	0	0	0
15	Supervision of Change	0	0	0	0	0
16	Expendable Tools(5% of EFI direct labor)	0	49	0	0	49
17	Rough Hardware	0	0	0	0	0
18	Housekeeping(1% of direct costs 1-10)	144	0	0	0	144
19	Dumpster(1/2% of direct costs 1-10)	0	0	72	0	72
20	Final Clean	0	0	0	0	0
21	Record Drawings/O&M	0	0	0	0	0
22	Punch List	0	0	0	0	0
23		0	0	0	0	0
24	Overtime Adjustment	0	0	0	0	0
25	Working Height Adjustment	0	0	0	0	0
26	Congestion Adjustment	0	0	0	0	0
27	Out-of-Sequence Adjustment	0	0	0	0	0

Extended Project Overhead

1	Supervision/Truck/Fuel	0	0	0	0	0
2	Gen Supt/Truck/Fuel	0	0	0	0	0
3	Project Mgr/Auto/Fuel	0	0	0	0	0
4	Field Office/Storage	0	0	0	0	0
5	Temp Toilets	0	0	0	0	0
6	Temp Utilites	0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
	SUBTOTALS >>>	1144	6279	72	7167	14662
42.00%	PAYROLL T & I	480	N/A	N/A	N/A	480
7.25%	SALES TAX	N/A	455	5	N/A	460
	SUBTOTALS >>>	1624	6734	77	7167	15602
	FEE FOR CONTRACTOR-PERFORMED WORK >>>				15.00%	1265
	FEE FOR SUB-CONTRACTOR-PERFORMED WORK >>>				5.00%	358
	SUBTOTAL >>>					17226
	BOND PREMIUM >>>				1.00%	172
	QUOTE >>>					\$17,398
	Calender Day Time Extension Required >>>					0
	Proposal expires in		15	days.		

This entire proposal shall become part of any future Change Order. Edison Foard reserves the right to claim and recover impact costs in the event the cumulative total of Change Orders on this project is so significant to be disruptive and to cause inefficiencies. This proposal is subject to review and revision if not accepted in writing within the time period stated herein.

Attachment number 3 in

David Pofahl

From: Dawn Moslet <dawn@newsouthspecialties.com>
Sent: Wednesday, September 13, 2017 11:38 AM
To: David Pofahl
Subject: RE: Project: Kannapolis Middle School - File Transfer - FC 31 - Hand Dryers

Hey David,

The XL-Eco-W is \$ 445.00 ea. delivered. Let me know and I'll get these released for you. From the count I got there are 14 of them correct?

Thanks,

Dawn Moslet

803-309-2329

New South Specialties

3510-A Bush River Road

Columbia, SC 29210

Office 803-796-9595

Web: www.newsouthspecialties.com

Please ask me about Access doors!

From: David Pofahl [mailto:dpofahl@edisonfoard.com]
Sent: Wednesday, September 13, 2017 10:01 AM
To: Dawn Moslet <dawn@newsouthspecialties.com>
Subject: Re: Project: Kannapolis Middle School - File Transfer - FC 31 - Hand Dryers

Thanks



Edison Foard

David Pofahl, Project Manager

P.O. Box 19888

Charlotte, NC 28219-0888

704-329-8000 x 118 • 704-329-0038 fax • 704-575-8751 mobile



CHANGE NOTICE

Edison Foard

CCN# 11
 Date: 8/2/2017
 Project Name: Kannapolis Middle School
 Project Number: Kannapolis Middle School
 Page Number: 1

Client Address:

Work Description

This is the cost for FCO-031 adding power for 12 hand dryers provided by others. We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

We request a time extension of 3 days.

We will supply and install all materials, labor, and equipment as per your instructions on **CCN# 11**.

Itemized Breakdown

Description	Qty	Trade Price	Labor	Total Mat.	Total Hrs.
3/4" CONDUIT - EMT	810	49.00	4.40	396.90	35.64
1" CONDUIT - EMT	100	79.00	5.60	79.00	5.60
3/4" CONN SS STL - EMT	30	186.45	12.50	55.94	3.75
1" CONN SS STL - EMT	2	307.19	15.00	6.14	0.30
3/4" COUPLING SS STL - EMT	81	219.12	0.00	177.49	0.00
1" COUPLING SS STL - EMT	10	326.81	0.00	32.68	0.00
1/2 OR 3/4" SNAP CLOSE CLIP - BTM MN	87	125.64	10.25	109.31	8.92
1" SNAP CLOSE CLIP - BTM MNT ON 1	10	150.21	11.13	15.02	1.11
1/2 OR 3/4" CONDUIT+BOX SUPPORT -	12	424.47	11.50	50.94	1.38
1/2" FLEX - ALUMINUM	120	68.60	3.75	82.32	4.50
1/2" CONN FLEX DC SQUEEZE STRAIG	12	125.78	12.50	15.09	1.50
#12 THHN BLACK	2,181	145.00	6.44	316.25	14.05
# 8 THHN BLACK	1,276	482.00	8.75	615.03	11.16
# 6 THHN BLACK	340	687.00	11.13	233.58	3.78
1-H CABLE STRAP	36	0.00	2.50	0.00	0.90
WIRE CONN RED	36	16.16	7.50	5.82	2.70
4x 1 1/2" SQ BOX COMB KO	12	541.00	28.75	64.92	3.45
4" SQ BLANK COVER	12	175.00	3.13	21.00	0.38
1 7/8" DEEP HANDY BOX 1/2" KO	12	636.41	27.50	76.37	3.30
HANDY BOX TGL SW COVER	12	238.32	3.13	28.60	0.38
#8x 1 P/H SELF-TAP SCREW	60	8.74	3.50	5.24	2.10
#8x 1/2 WAFER HEAD SELF-TAP STUD	24	2.27	3.00	0.54	0.72
1P MANUAL STARTER TGL OP L/HTR -	12	0.00	0.38	0.00	4.56
#12/2C + GRD MOTOR TERM	12	0.00	0.61	0.00	7.32

ORIGINAL

Attachment number 3 in

CHANGE NOTICE**Edison Foard**

Client Address:

CCN# 11
Date: 8/2/2017
Project Name: Kannapolis Middle School
Project Number: Kannapolis Middle School
Page Number: 2

Description	Qty	Trade Price	Labor	Total Mat.	Total Hrs.
Totals	5,299			2,388.18	117.50

Summary

General Materials				2,388.18	
LIGHTING FIXTURES *** Quote needed ***				0.00	
DISTRIBUTION *** Quote needed ***				0.00	
FIRE ALARM *** Quote needed ***				0.00	
Material Tax (@ 7.250 %)				173.14	
Total Material				2,561.32	
JOURNEYMAN (58.75 Hrs @ \$27.15)				1,595.06	
FOREMAN (58.75 Hrs @ \$37.95)				2,229.56	
Subtotal				6,385.94	
Overhead (@ 5.000 %)				319.30	
Markup (@ 5.000 %)				335.26	
Subtotal				7,040.50	
BOND (@ 1.800 %)				126.73	
Final Amount				\$7,167.23	

CLIENT ACCEPTANCE

CCN #: 11
Final Amount: \$7,167.23
Name: _____
Date: _____
Signature: _____
Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Attachment number 3 in

Description of Work: Add framing at EJ to accommodate tapered insulation and support roof blocking as per RFI # 181.

Direct Cost of Change

	DESCRIPTION	LABOR	MATL	EQUIP	SUBC	TOTAL
1	Performance Drywall T&M	0	0	0	4,750	4,750
2		0	0	0	0	0
3		0	0	0	0	0
4		0	0	0	0	0
5		0	0	0	0	0
6		0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
9		0	0	0	0	0
10		0	0	0	0	0
11	Estimating of Change	20	0	0	0	20
12	Project Management of Change	0	0	0	0	0
13	Project Administrator of Change	0	0	0	0	0
14	Scheduling of Change	0	0	0	0	0
15	Supervision of Change	0	0	0	0	0
16	Expendable Tools(5% of EFL direct labor)	0	0	0	0	0
17	Rough Hardware	0	0	0	0	0
18	Housekeeping(1% of direct costs 1-10)	48	0	0	0	48
19	Dumpster(1/2%of direct costs 1-10)	0	0	24	0	24
20	Final Clean	0	0	0	0	0
21	Record Drawings/O&M	0	0	0	0	0
22	Punch List	0	0	0	0	0
23		0	0	0	0	0
24	Overtime Adjustment	0	0	0	0	0
25	Working Height Adjustment	0	0	0	0	0
26	Congestion Adjustment	0	0	0	0	0
27	Out-of-Sequence Adjustment	0	0	0	0	0

Extended Project Overhead

1	Supervision/Truck/Fuel	0	0	0	0	0
2	Gen Supt/Truck/Fuel	0	0	0	0	0
3	Project Mgr/Auto/Fuel	0	0	0	0	0
4	Field Office/Storage	0	0	0	0	0
5	Temp Toilets	0	0	0	0	0
6	Temp Utilites	0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0

	SUBTOTALS >>>	68	0	24	4750	4841
42.00%	PAYROLL T & I	28	N/A	N/A	N/A	28
7.25%	SALES TAX	N/A	0	2	N/A	2
	SUBTOTALS >>>	96	0	25	4750	4871
	FEE FOR CONTRACTOR-PERFORMED WORK >>>			15.00%		18
	FEE FOR SUB-CONTRACTOR-PERFORMED WORK >>>			5.00%		238
	SUBTOTAL >>>					5127
	BOND PREMIUM >>>			1.00%		51
	QUOTE >>>					\$5,178
	Calender Day Time Extension Required >>>					0
	Proposal expires in		15	days.		

This entire proposal shall become part of any future Change Order. Edison Foard reserves the right to claim and recover impact costs in the event the cumulative total of Change Orders on this project is so significant to be disruptive and to cause inefficiencies. This proposal is subject to review and revision if not accepted in writing within the time period stated herein.



Performance Drywall inc.

Extra Work Order

RFI 181

Date: 5/16/17

Project: Middle School

Description of Extra Work: RAKE on Roof Blocking

Acknowledgement of work performed

by _____

Material used: _____

Material \$ _____

Sales tax \$ _____

Labor: Mech 16 hours @ \$ 35 /hour = \$ 560.00

_____ hours @ \$ _____ /hour = \$ _____

_____ hours @ \$ _____ /hour = \$ _____

Taxes and Insurance \$ _____

Equipment \$ _____

Drayage \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Cost \$ _____

Overhead \$ _____

Profit \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Cost [Signature] \$ 560.00

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Authorized by [Signature]
Signature above is verification that
work occurred, but not an agreement
that work is added scope to subcontract.

Date: _____

EDISON ROAD

P.O. Box 480135 • Charlotte, North Carolina 28269
Office (704) 921-8980 • Fax (704) 921-8984

Attachment number 3 in



Performance Drywall Inc.

Mon 32 Blocking
Tues 10 Clean
Wed 24 Blocking
Thurs
Fri

Extra Work Order

Date: Start 5/22/17

RFI 181

Project: Middle School

Description of Extra Work: Blocking on Roof + RAKE

Acknowledgement of work performed

by _____

Material used: 20 P.C. 2x4x10 Foot 18ga Angle from Able Steel
Four Mike 50 P.C. of 2x2 Angle 18ga 10 Foot

Material	\$	<u>700.00</u>
Sales tax	\$	_____
Labor:		
<u>mech</u> <u>56</u> hours @ \$ <u>35</u> /hour =	\$	<u>1,960.00</u>
_____ hours @ \$____/hour =	\$	_____
_____ hours @ \$____/hour =	\$	_____
Taxes and Insurance	\$	_____
Equipment	\$	_____
Drayage	\$	_____
Cost	\$	_____
Overhead	\$	_____
Profit	\$	_____
Total Cost	\$	<u>2,660.00</u>

Authorized by [Signature]
Signature above is verification that
work occurred, but not an agreement
that work is added scope to subcontract.

Date: _____

EDISON BOARD
P.O. Box 480155 • Charlotte, North Carolina 28268
Office (704) 921-8980 • Fax (704) 921-8984

Attachment number 3 in



Performance Drywall Inc.

Extra Work Order

Date: 5/8/17

RFI 181

Project: Middle School MAT

Description of Extra Work: FRAME RAKE ON ROOF

Acknowledgement of work performed

by _____

Material used: 14 P.C. OF TRACK 189A. STYDS 12 P.C. OF 6"X12' Fec 189A.

Material \$ 480.00

Sales tax \$ _____

Labor: _____

mech 30 hours @ \$ 35 /hour = \$ 1,050.00

_____ hours @ \$ _____ /hour = \$ _____

_____ hours @ \$ _____ /hour = \$ _____

Taxes and Insurance \$ _____

Equipment \$ _____

Drayage \$ _____

Cost \$ _____

Overhead \$ _____

Profit \$ _____

Total Cost \$ 1,530.00

Authorized by [Signature] Date: _____

Signature above is verification that work occurred, but not an agreement that work is added scope to subcontract.

EDISON PEASON
P.O. Box 460000 Charlotte, North Carolina 28269
Office (704) 921-8980 • Fax (704) 921-8984

Attachment number 3 in

EDISON FOARD

PO Box 19888
Charlotte, NC 28219-0888
Ph : (704)329-8000

RFI

To: Paul Bielicki
Moseley Architects
11430 North Community House
Road
Charlotte, NC 28277
Ph: 704-540-3755 Fax: 704-540-3754

RFI #: 181
Date: 4/9/2017
Job: 16-2711 Kannapolis Middle School
Phone:

CC:

Subject: Expansion Joint Support

Drawing: A5.2.2 Detail 17 and A10.2
Cost Impact: TBD

Spec Section:
Schedule Impact: TBD

Request:

Date Required: 4/12/2017

Due to additional tapered roof insulation required, the detail for the expansion joint between buildings C and D at roof level will not work. Is it acceptable to construct a knee wall, preferably out of metal studs, to support the expansion joint?

Requested by: Jerry Anderson
Edison Foard Inc

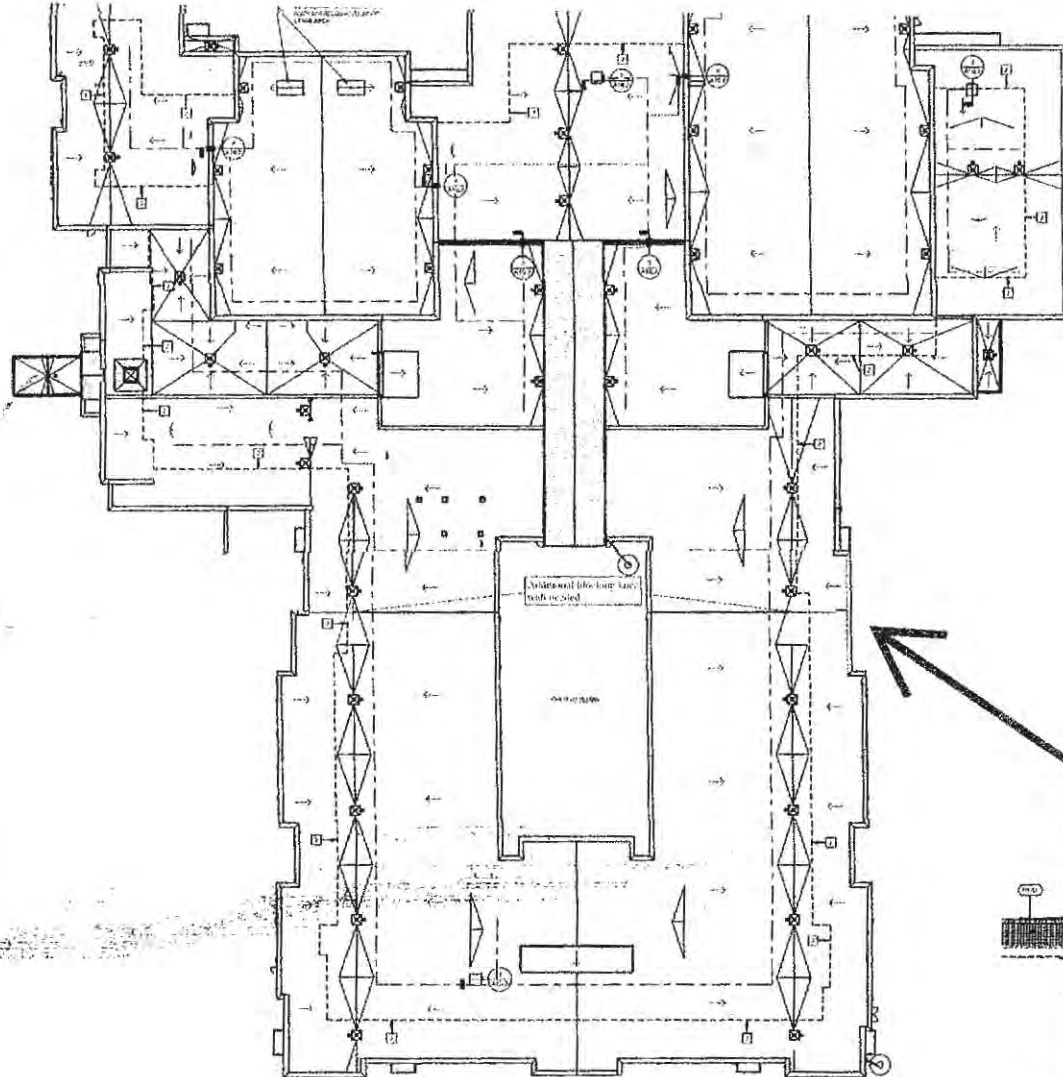
Response:

It is acceptable to build a knee wall in place of 2x blocking. Ensure any knee wall constructed has solid backing on the vertical face for support of the AVB system.

Answered by _____

Company _____

Date _____

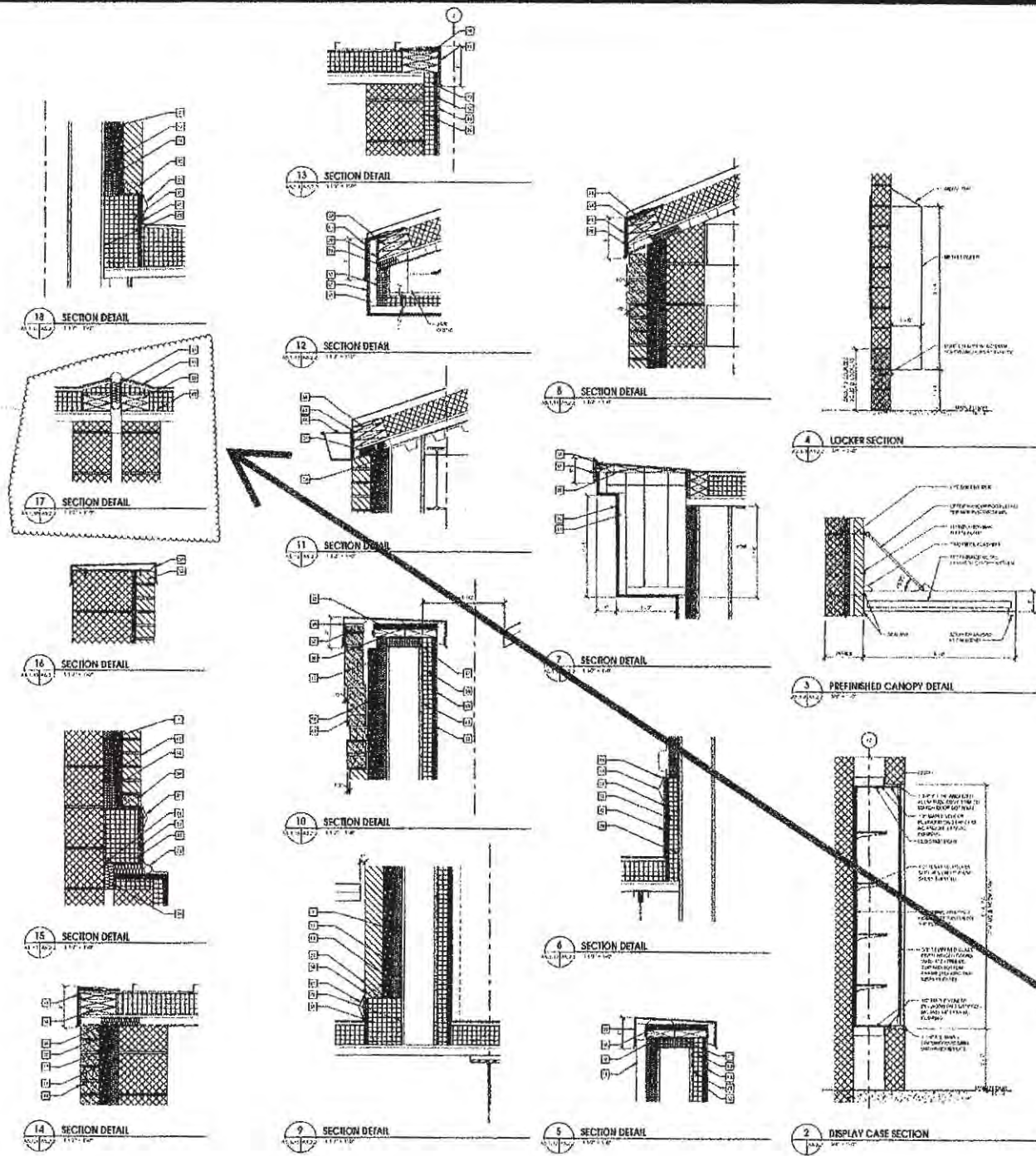


3 LADDER OVER ROOF

LADDER OVER ROOF

2 LADDER TO ROOF HATCH

1. The use of the term "section detail" is intended to indicate that the drawings shown will be significant and not merely illustrative of the general construction. The drawings are not to be used as a guide for construction unless specifically noted otherwise.



SECTION DETAIL KEYNOTES	
1.	USE ALUMINUM EXTRUSION FOR ALL WINDOW AND DOOR FRAMES, UNLESS OTHERWISE NOTED.
2.	USE 1/2" ALUMINUM ANGLE FOR ALL WINDOW AND DOOR THRESHOLS.
3.	USE 1/2" ALUMINUM ANGLE FOR ALL WINDOW AND DOOR THRESHOLS.
4.	USE 1/2" ALUMINUM ANGLE FOR ALL WINDOW AND DOOR THRESHOLS.
5.	USE 1/2" ALUMINUM ANGLE FOR ALL WINDOW AND DOOR THRESHOLS.
6.	USE 1/2" ALUMINUM ANGLE FOR ALL WINDOW AND DOOR THRESHOLS.
7.	USE 1/2" ALUMINUM ANGLE FOR ALL WINDOW AND DOOR THRESHOLS.
8.	USE 1/2" ALUMINUM ANGLE FOR ALL WINDOW AND DOOR THRESHOLS.
9.	USE 1/2" ALUMINUM ANGLE FOR ALL WINDOW AND DOOR THRESHOLS.
10.	USE 1/2" ALUMINUM ANGLE FOR ALL WINDOW AND DOOR THRESHOLS.
11.	USE 1/2" ALUMINUM ANGLE FOR ALL WINDOW AND DOOR THRESHOLS.
12.	USE 1/2" ALUMINUM ANGLE FOR ALL WINDOW AND DOOR THRESHOLS.
13.	USE 1/2" ALUMINUM ANGLE FOR ALL WINDOW AND DOOR THRESHOLS.
14.	USE 1/2" ALUMINUM ANGLE FOR ALL WINDOW AND DOOR THRESHOLS.
15.	USE 1/2" ALUMINUM ANGLE FOR ALL WINDOW AND DOOR THRESHOLS.
16.	USE 1/2" ALUMINUM ANGLE FOR ALL WINDOW AND DOOR THRESHOLS.
17.	USE 1/2" ALUMINUM ANGLE FOR ALL WINDOW AND DOOR THRESHOLS.
18.	USE 1/2" ALUMINUM ANGLE FOR ALL WINDOW AND DOOR THRESHOLS.

Kannapolis Middle School		PCO # 020		Date: 07/05/17		
Description of Work: Add CMU work as noted in RFI # 146 response.						
Direct Cost of Change						
	DESCRIPTION	LABOR	MATL	EQUIP	SUBC	TOTAL
1	Masonry work	0	0	0	3,264	3,264
2		0	0	0	0	0
3		0	0	0	0	0
4		0	0	0	0	0
5		0	0	0	0	0
6		0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
9		0	0	0	0	0
10		0	0	0	0	0
11	Estimating of Change	20	0	0	0	20
12	Project Management of Change	0	0	0	0	0
13	Project Administrator of Change	0	0	0	0	0
14	Scheduling of Change	0	0	0	0	0
15	Supervision of Change	0	0	0	0	0
16	Expendable Tools(5% of EFl direct labor)	0	0	0	0	0
17	Rough Hardware	0	0	0	0	0
18	Housekeeping(1% of direct costs 1-10)	33	0	0	0	33
19	Dumpster(1/2%of direct costs 1-10)	0	0	16	0	16
20	Final Clean	0	0	0	0	0
21	Record Drawings/O&M	0	0	0	0	0
22	Punch List	0	0	0	0	0
23		0	0	0	0	0
24	Overtime Adjustment	0	0	0	0	0
25	Working Height Adjustment	0	0	0	0	0
26	Congestion Adjustment	0	0	0	0	0
27	Out-of-Sequence Adjustment	0	0	0	0	0
Extended Project Overhead						
1	Supervision/Truck/Fuel	0	0	0	0	0
2	Gen Supt/Truck/Fuel	0	0	0	0	0
3	Project Mgr/Auto/Fuel	0	0	0	0	0
4	Field Office/Storage	0	0	0	0	0
5	Temp Toilets	0	0	0	0	0
6	Temp Utilites	0	8	0	0	8
7		0	0	0	0	0
8		0	0	0	0	0
SUBTOTALS >>>		53	8	16	3264	3341
42.00%	PAYROLL T & I	22	N/A	N/A	N/A	22
7.25%	SALES TAX	N/A	1	1	N/A	2
SUBTOTALS >>>		75	9	18	3264	3365
FEE FOR CONTRACTOR-PERFORMED WORK >>>				15.00%	15	
FEE FOR SUB-CONTRACTOR-PERFORMED WORK >>>				5.00%	163	
SUBTOTAL >>>					3544	
BOND PREMIUM >>>				1.00%	35	
QUOTE >>>					\$3,579	
Calender Day Time Extension Required >>>					1	
Proposal expires in				15	days.	
<i>This entire proposal shall become part of any future Change Order. Edison Foard reserves the right to claim and recover impact costs in the event the cumulative total of Change Orders on this project is so significant to be disruptive and to cause inefficiencies. This proposal is subject to review and revision if not accepted in writing within the time period stated herein.</i>						



PO Box 1260
Matthews, NC 28
Ph: (704) 1

Change Request

To: Pofahl, David
Edison Foard, Inc
3900 Rose Lake Drive
Charlotte, NC 28219
Ph: (704)329-8000 Fax: (704)829-0388

Number: 19
Date: 5/12/17
Job: 10-1281 Kannapolis Middle School
Phone:

Description: RFI 147

Reason: Design Change

Initiated by: Moseley Architects

Source: RFI # 147

We are pleased to offer the following specifications and pricing to make the following changes:

All work associated with RFI ¹⁴⁷146

Work performed by us:

Description		Quantity	Unit	Unit Price	Price
EWO Foreman Hrs	Labor	2.00	hr	\$35.00	\$70.00
EWO Mason Hrs	Labor	30.00	hr	\$23.00	\$690.00
EWO Laborer Hrs	Labor	55.00	hr	\$14.00	\$770.00
08H-Hollow block	Material	455.00	ea	\$1.39	\$632.45
Mortar	Material	15.00	bag	\$6.56	\$98.40
Subtotal:					\$2,260.85

Subtotal:				\$2,260.85
Labor Burden	\$1,530.00	33.62%		\$514.39
Sales tax	\$730.85	7.00%		\$51.16
Overhead	\$2,826.40	10.00%		\$282.64
Profit	\$3,109.04	5.00%		\$155.45
Total:				\$3,264.49

Please note that Old North State Masonry, LLC will require an extra 1 day to complete.
If you have any questions, please contact me at (704)971-4060.

Submitted by: Quick, Jason A.
Old North State Masonry LLC

Approved by:
Date:

Cc:

Owner C.O.
EF #146
Hold for Owner
APP

Attachment number 3 in

Date: 5-5-17 Order Number: 1281
 Project: Kenneth Wells
 Location: _____
 Firm: Edison Foard
 Address: _____

Description of work:

Finished laying block in area C.E. North
per RFI 142

Labor	No. Men	Reg.	OT	Total
Bricklayer Foreman:	1	1		1 hr
Bricklayer:	3	Yes		24
Labor Foreman:				
Laborer:	3	Yes		24
Miscellaneous:				

Materials	Quantity	Equipment	Hours
Block	360	Lull	
Brick		Mixer	
Grout		Table Saw	
Mortar		CutOff Saw	
Sand		Hammer Drill	
Joint Rein		Hitl Shot Gun	
Misc. 1		Misc. 1	
Misc. 2		Misc. 2	

Signature above is verification that

work occurred, but not an agreement

that work is added scope to subcontract.

Authorized Signature:

EDISON FOARD

Ticket No. _____

Date: 5-5-17

Signature OISM Representative:

Engel

03705



OLD NORTH STATE MASONRY, LLC
P. O. Box 1260
Matthews, NC 28106
Phone: (704) 971-4060 Fax: (704) 847-1187

EXTRA WORK ORDER

Date: 4-26-17 ONSM Project No. 1281
Project: Kennapolis
Location: _____
Firm: Edison Ford
Address: _____

Description of work:

Additional Block was Layed in E Bldg for
Column wrap and block pier CRFI 147

Labor	No. Men	Reg.	OT	Total
Bricklayer Foreman:	1	1		1 hr
Bricklayer:	1	6		6 hr
Labor Foreman:				
Laborer:	1	7		7 hr
Miscellaneous:				

Materials	Quantity	Equipment	Hours
Block	95	Lull	
Brick		Mixer	
Grout		Table Saw	
Mortar		CutOff Saw	
Sand		Hammer Drill	
Joint Rein		Hilti Shot Gun	
Misc. 1		Misc. 1	
Misc. 2		Misc. 2	

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Authorized Signature: _____

Date: 4-26-17

(Signature) ONSM Representative: _____

**Signature above is verification that
work occurred, but not an agreement
that work is added scope to subcontract.**
EDISON FORD

Ticket No. _____

03949



OLD NORTH STATE MASONRY, LLC
P. O. Box 1260
Matthews, NC 28106
Phone: (704) 971-4060 Fax: (704) 847-1187

EXTRA WORK ORDER

Date: 4-26-17 ONSM Project No. 1281
Project: Kanawha polis
Location: _____
Firm: Edison Ford
Address: _____

Description of work:

Remedial work in E Building for RFI 147

Labor	No. Men	Reg.	OT	Total
Bricklayer Foreman:				
Bricklayer:				
Labor Foreman:	1	8	8	8
Laborer:	2		16	16
Miscellaneous:				

Materials	Quantity	Equipment	Hours
Block		Lull	
Brick		Mixer	
Grout		Table Saw	
Mortar		CutOff Saw	
Sand		Hammer Drill	
Joint Rein		Hilti Shot Gun	
Misc. 1		Misc. 1	
Misc. 2		Misc. 2	

Signature above is verification that work occurred, but not an agreement that work is added scope to subcontract.

Authorized Signature:

Date: 4-22-16

(Signature) ONSM Representative: Edison Ford

Ticket No. _____

03950

Date: 5-5-17 12:31
 Project: Kennel Park
 Location: _____
 Firm: Edison Foard
 Address: _____

Description of work:
Finished Laying block in area C.E. North
per RFI 141

Labor	No. Men	Reg.	OT	Total
Bricklayer Foreman:	1	1		1 hr
Bricklayer:	3	8 hr		24
Labor Foreman:				
Laborer:	3	8 hr		24
Miscellaneous:				

Materials	Quantity	Equipment	Hours
Block	360	Lull	
Brick		Mixer	
Grout		Table Saw	
Mortar		CutOff Saw	
Sand		Hammer Drill	
Joint Rein		Hilti Shot Gun	
Misc. 1		MISC. 1	
Misc. 2		Misc. 2	

Signature above is verification that
 Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.
work occurred, but not an agreement
that work is added scope to subcontract.

Authorized Signature: _____
 Date: 5-5-17
 (Signature) ONSM Representative: Eugene [Signature]

EDISON FOARD

Ticket No. _____

03705

EDISON FOARD

PO Box 19888
Charlotte, NC 28219-0888
Ph : (704)329-8000

RFI

To:

RFI #: 146

Date: 2/2/2017

Job: 16-2711 Kannapolis Middle School

Phone:

CC:

Subject: Media Center Storefront and CMU Walls

Drawing: A2.1.5, S4.1.5

Spec Section: 042000

Cost Impact: TBD

Schedule Impact: TBD

Request:

Date Required: 2/6/2017

Please see the attached, please provide section cuts for the areas clouded. The section that is blue is shown in the structural drawings as being CMU (1 on S4.1.5 also refer. 3 on S4.1.5).

Work is currently being performed in this area, this response is needed very soon.

Requested by: Jerry Anderson
Edison Foard

Response:

Refer to FC 19 clarifying support for the CMU and storefront. The drawings for FC 19 have been attached to this RFI.

Paul Bielicki

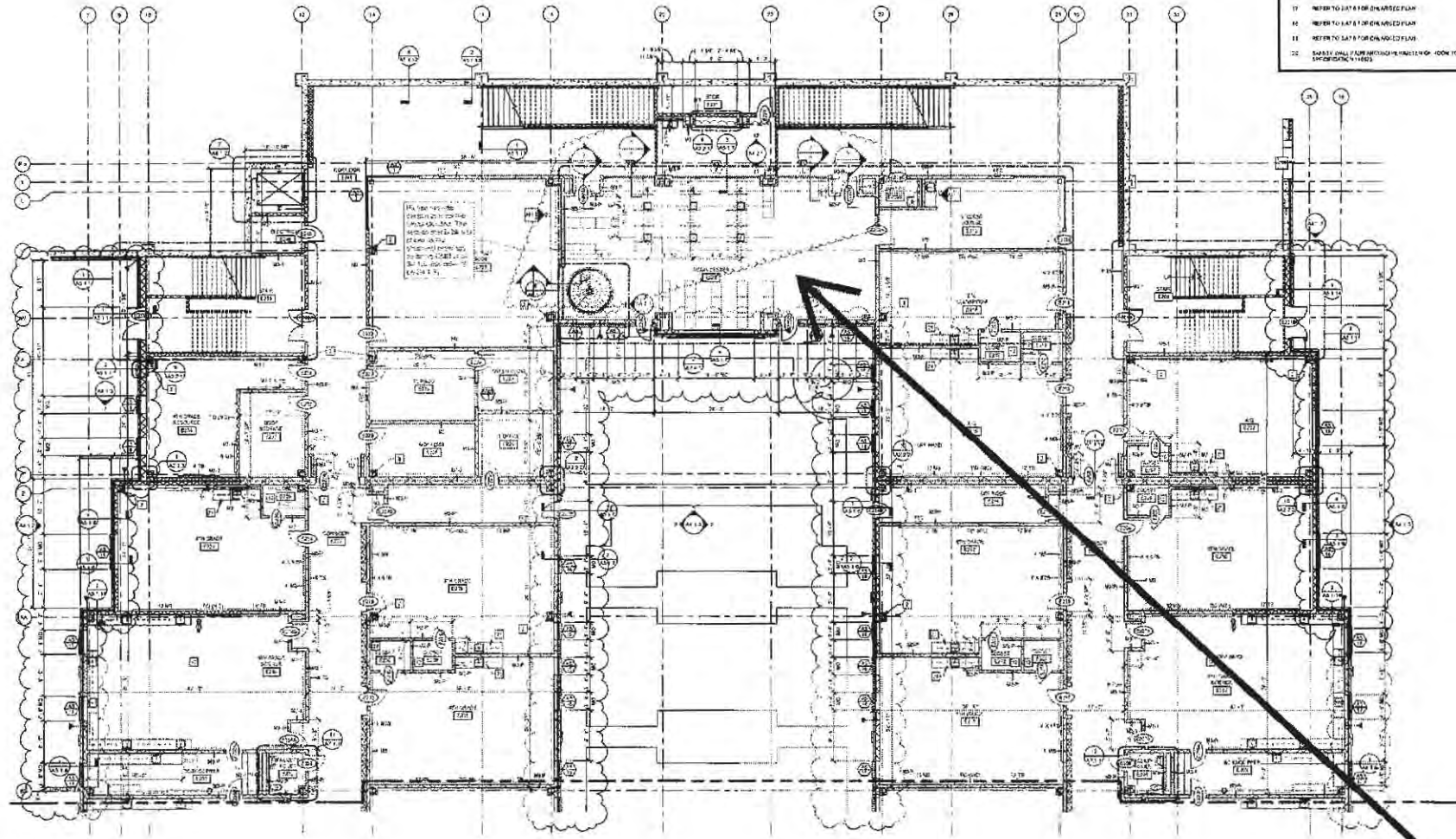
Answered by

Moseley Architects

2/16/2017

Company

Date



N
LOWER FLOOR PLAN - PART E
1/16/24

FLOOR PLAN KEYNOTES

1. (TYPICAL) AND (TYPICAL) ALL STOPS ON FLOOR PLAN.
2. (TYPICAL) AND (TYPICAL) ALL STOPS ON FLOOR PLAN.
3. (TYPICAL) AND (TYPICAL) ALL STOPS ON FLOOR PLAN.
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29. (TYPICAL) AND (TYPICAL) ALL STOPS ON FLOOR PLAN.
30. (TYPICAL) AND (TYPICAL) ALL STOPS ON FLOOR PLAN.
31. (TYPICAL) AND (TYPICAL) ALL STOPS ON FLOOR PLAN.
32. (TYPICAL) AND (TYPICAL) ALL STOPS ON FLOOR PLAN.



KANNAPOLIS MIDDLE SCHOOL

KANNAPOLIS CITY SCHOOLS
KANNAPOLIS, NC

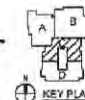
PROJECT NO.	2024-001
DATE	6/1/2024
DESIGNER	MOSELEY ARCHITECTS
CLIENT	KANNAPOLIS CITY SCHOOLS
PROJECT NAME	KANNAPOLIS MIDDLE SCHOOL
PROJECT ADDRESS	1000 W. 10TH STREET, KANNAPOLIS, NC 28141
PROJECT PHONE	(704) 891-1234
PROJECT FAX	(704) 891-1234
PROJECT EMAIL	info@mosleyarchitects.com
PROJECT WEBSITE	www.mosleyarchitects.com

LOWER FLOOR PLAN - PART E

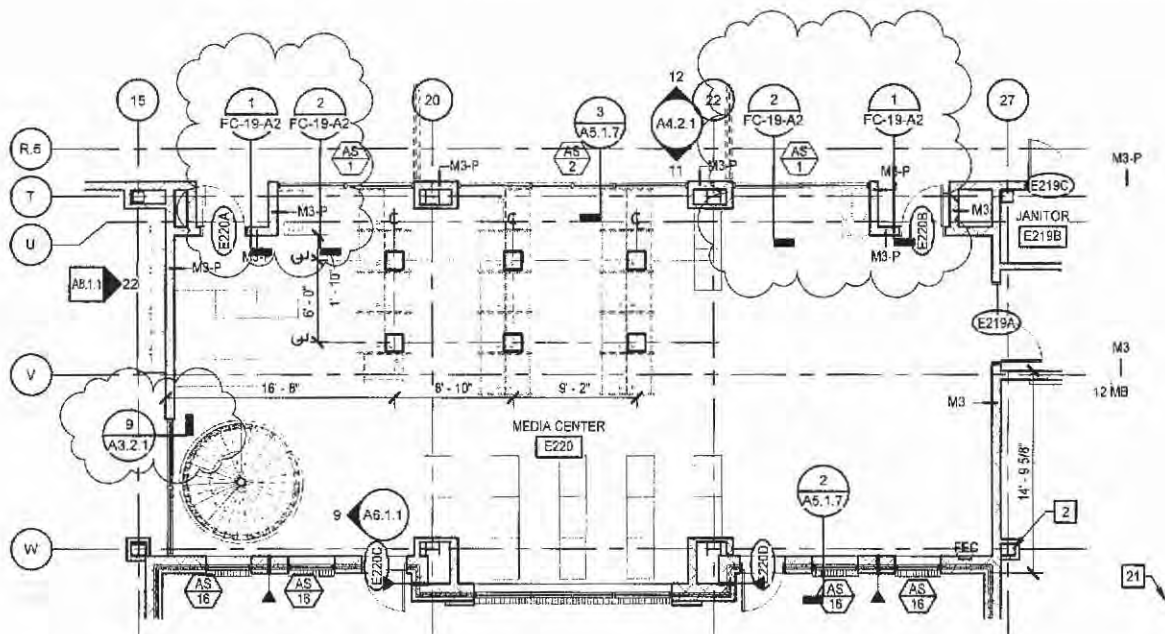
A2.1.5

KANNAPOLIS CITY SCHOOLS
KANNAPOLIS, NC

A2.1.3



- [illegible]



LOWER FLOOR PLAN - PART E

 $1/8" = 1'-0"$

4/15/2017 4:52:10 PM

MOSELEYARCHITECTS

1430 NORTH COMMUNITY HOUSE ROAD GIBSON BUILDING SUITE 225 CHARLOTTE, NC 28227
PHONE (704) 540-3753 FAX (704) 540-3754
MOSIFYARTHECHN.COM

DRAWING TITLE:

WALL SECTIONS AT MEDIA CENTER

CONTRACT
DWG NO.:

A2.1.5

PROJECT:

KANNAPOLIS MIDDLE SCHOOL
KANNAPOLIS, NC

DRAWN BY:
CAD

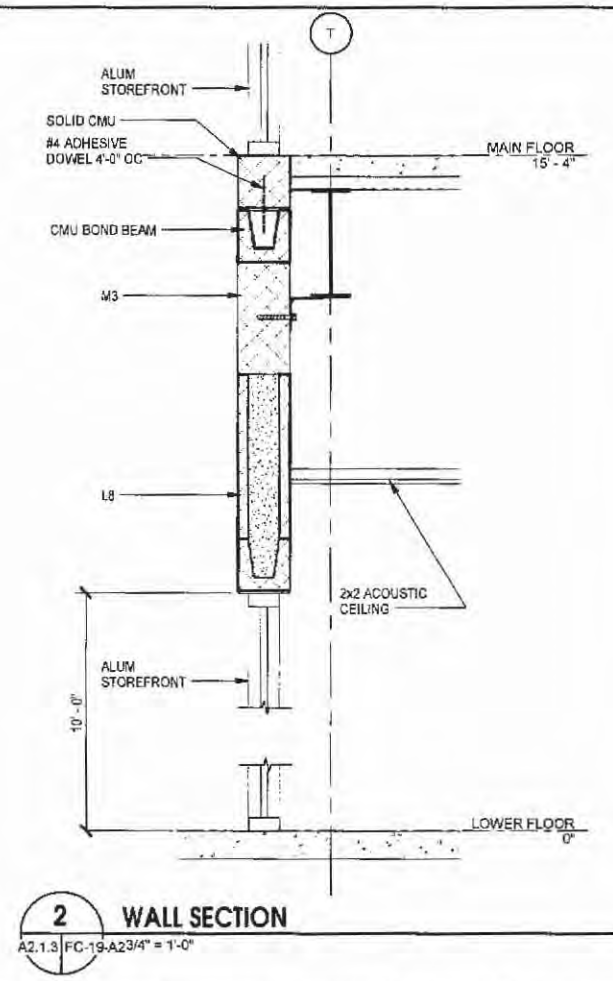
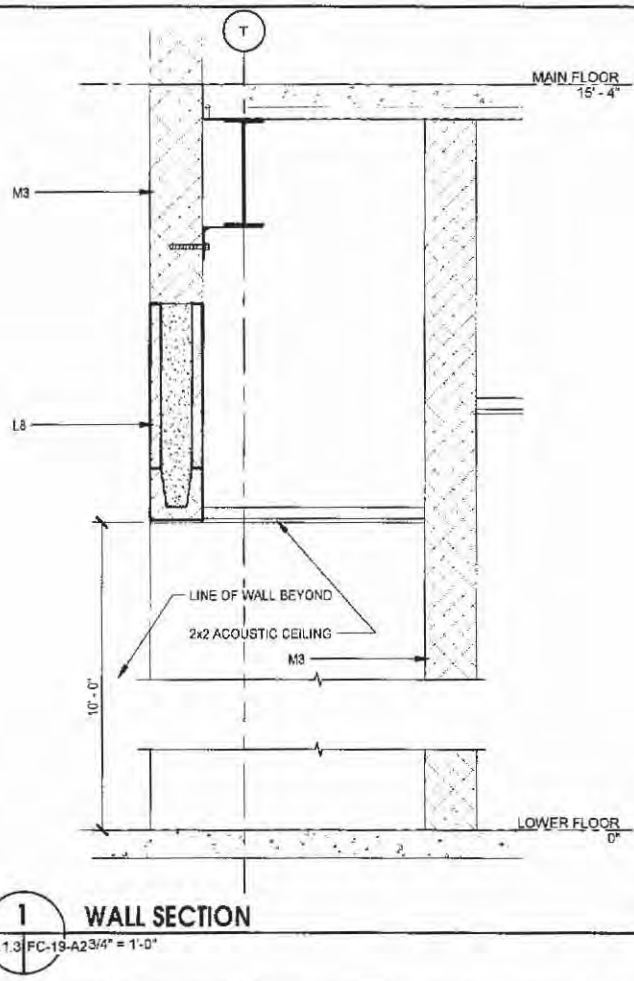
DATE:
02/15/17

ATTACHMENT TO:
REF 146

PROJECT NO.	550128
-------------	--------

SUPPLEMENTAL DWG. NO.

FC19-A1



2/15/2017 4:52:12 PM

MOSELEYARCHITECTS <small>1439 CREEK COUNTRY HOUSE ROAD, RIBSON BLDG NO. 312 226 CHARLOTTE, NC 28227 PHONE (704) 540-3755 FAX (704) 540-3754 MOSELEYARCHITECTS.COM</small>	DRAWING TITLE WALL SECTIONS AT MEDIA CENTER	CONTRACT DWG NO.: A2.1.3	PROJECT: KANNAPOLIS MIDDLE SCHOOL KANNAPOLIS, NC	DRAWN BY: CAD DATE: 02/16/17	ATTACHMENT TO: RFI 146 PROJECT NO: 550126	SUPPLEMENTAL DWG. NO FC19-A2
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------	------------------------------------	---------------------------------------------------------------	-----------------------------------------------------	------------------------------------------------------------------	-----------------------------------------------

Kannapolis Middle School			PCO # 022		Date: 07/06/17	
Description of Work: Add water loops in C143 per response to RFI # 177. Water loops were not indicated in the documents.						
Direct Cost of Change						
	DESCRIPTION	LABOR	MATL	EQUIP	SUBC	TOTAL
1	Add science room water loops	0	0	0	11,686	11,686
2		0	0	0	0	0
3		0	0	0	0	0
4		0	0	0	0	0
5		0	0	0	0	0
6		0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
9		0	0	0	0	0
10		0	0	0	0	0
11	Estimating of Change	20	0	0	0	20
12	Project Management of Change	0	0	0	0	0
13	Project Administrator of Change	0	0	0	0	0
14	Scheduling of Change	0	0	0	0	0
15	Supervision of Change	0	0	0	0	0
16	Expendable Tools(5% of EFI direct labor)	0	0	0	0	0
17	Rough Hardware	0	0	0	0	0
18	Housekeeping(1% of direct costs 1-10)	117	0	0	0	117
19	Dumpster(1/2%of direct costs 1-10)	0	0	58	0	58
20	Final Clean	0	0	0	0	0
21	Record Drawings/O&M	0	0	0	0	0
22	Punch List	0	0	0	0	0
23		0	0	0	0	0
24	Overtime Adjustment	0	0	0	0	0
25	Working Height Adjustment	0	0	0	0	0
26	Congestion Adjustment	0	0	0	0	0
27	Out-of-Sequence Adjustment	0	0	0	0	0
Extended Project Overhead						
1	Supervision/Truck/Fuel	0	0	0	0	0
2	Gen Supt/Truck/Fuel	0	0	0	0	0
3	Project Mgr/Auto/Fuel	0	0	0	0	0
4	Field Office/Storage	0	0	0	0	0
5	Temp Toilets	0	0	0	0	0
6	Temp Utilites	0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
	SUBTOTALS >>>	137	0	58	11686	11881
42.00%	PAYROLL T & I	57	N/A	N/A	N/A	57
7.25%	SALES TAX	N/A	0	4	N/A	4
	SUBTOTALS >>>	194	0	63	11686	11943
	FEE FOR CONTRACTOR-PERFORMED WORK >>>			15.00%		39
	FEE FOR SUB-CONTRACTOR-PERFORMED WORK >>>			5.00%		584
	SUBTOTAL >>>					12566
	BOND PREMIUM >>>			1.00%		126
	QUOTE >>>					\$12,692
	Calender Day Time Extension Required >>>					2
	Proposal expires in			15	days.	
This entire proposal shall become part of any future Change Order. Edison Foard reserves the right to claim and recover impact costs in the event the cumulative total of Change Orders on this project is so significant to be disruptive and to cause inefficiencies. This proposal is subject to review and revision if not accepted in writing within the time period stated herein.						

TIME AND MATERIALS WORKSHEET
CHANGE PROPOSAL REQUEST NO.

RFI #177

SUBCONTRACTOR/VENDOR: NICHOLS Plumbing	DESCRIPTION: SCIENCE WATER LOOPS	DATE: 4-10-17
-------------------------------------------	-------------------------------------	------------------

QTY.	MATERIAL	UNIT	COST	TOTAL
420'	1" COPPER PIPE	2.95		1239.00
120'	3/4" COPPER PIPE	2.05		246.00
360'	1/2" COPPER PIPE	1.35		486.00
40	1" CXC Tees	12.02		480.80
10	3/4" CXC Tees	6.77		67.70
10	1" 90	5.53		55.30
10	3/4" 90	2.75		27.50
120	1/2" 90	1.70		204.00
180	HANDBERS	9.00		1620.00

SUBTOTAL 4426.30

Tax 7% 309.84

MATERIALS SUBTOTAL 4736.14

REG. HRS.	O.T. HRS.	LABOR	REG. RATE	O.T. RATE	TOTAL
205.500			17.50		3596.25

SUBTOTAL 3596.25

LABOR BURDEN % 2.8 1006.95

LABOR SUBTOTAL 4603.20

QTY.	EQUIPMENT/ RENTALS	UNIT	COST	TOTAL
10	TRUCK	120.00		1200.00

SUBTOTAL 1200.00

Tax 7% 84.00

EQUIPMENT SUBTOTAL 1284.00

MATERIALS SUBTOTAL 4736.14

LABOR SUBTOTAL 4603.20

EQUIPMENT SUBTOTAL 1284.00

SUBTOTAL 10623.34

OVERHEAD & PROFIT 10% 1062.33

TOTAL 11685.67

PERFORMANCE & PAYMENT BOND

TOTAL TOTAL 11685.67

4/12/2017

Mail - JAnderson@edisonfoard.com

Fw: RFI-177

David Pofahl

Wed 4/12/2017 10:55 AM

To: Jerry Anderson <JAnderson@edisonfoard.com>

1 attachment (270 KB)

PCO 002 Response20170410_11290419.pdf

Please print e-mail and attachment and place on my desk (include RFI and response too please).
Thanks,



David Pofahl, Project Manager
P.O. Box 19888
Charlotte, NC 28219-0888



704-329-8000 x 118 • 704-329-0038 fax • 704-575-8751 mobile

From: Allen Nichols <alnichols@earthlink.net>
Sent: Wednesday, April 12, 2017 10:31 AM
To: David Pofahl
Subject: RFI-177

David, this is the added water lines as per response dated 4-3-17, the original bulletin drawings did not clarify the extra loop around the rooms in order to separate the two mains

Thank you
Al Nichols

Attachment number 3 in

EDISON FOARD

PO Box 19888
Charlotte, NC 28219-0888
Ph : (704)329-8000

RFI

To: Paul Bielicki
Moseley Architects
11430 North Community House
Road
Charlotte, NC 28277
Ph: 704-540-3755 Fax: 704-540-3754

RFI #: 177
Date: 3/30/2017
Job: 16-2711 Kannapolis Middle School
Phone:

CC:

Subject: Waters Up From E234

Drawing: BD-P4 (PCO 002)
Cost Impact: TBD

Spec Section:
Schedule Impact: TBD

Request:

Date Required: 4/3/2017

Please provide more information as to the intent of the 2 water lines. Are they to provide water to a teacher's station in the science room above?

Requested by: Jerry Anderson
Edison Foard Inc

Response:

The water distribution to each science classroom is to be isolated on dedicated hot water (HW) and cold water (CW) distribution branches. These dedicated branches are to include a solenoid valve interlocked with an emergency shut-off switch that controls water to that science classroom. In the area of "8th Grade Science E234" there are two dedicated HW & CW branches with solenoid control. One set is for "8th Grade Science E234" and the second set of HW & CW is for "7th Grade Science C143" directly above.

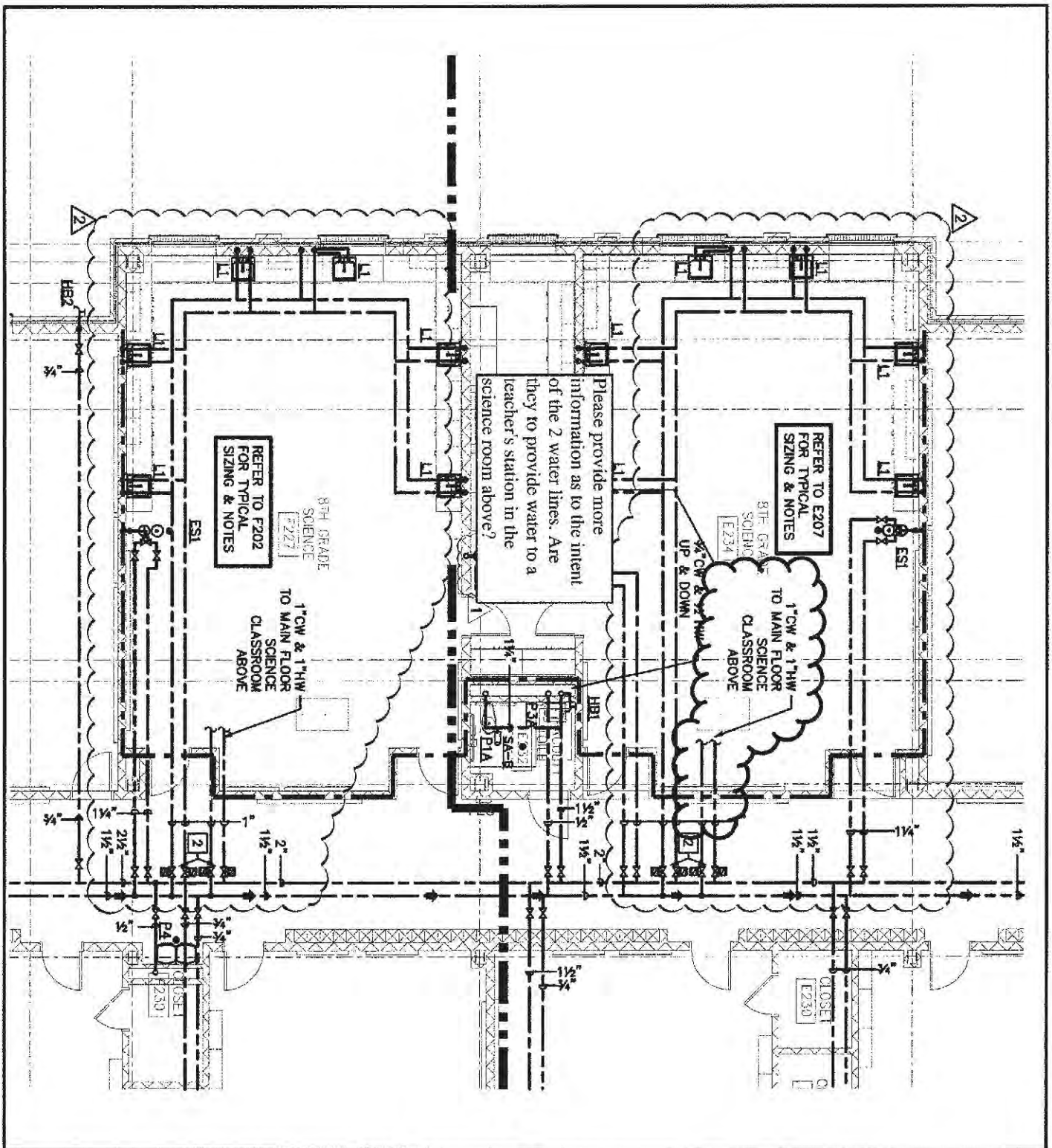
Ron Deese
Optima Engineering

April 5, 2017

Answered by _____

Company _____

Date _____



DRAWING TITLE: SCIENCE CLASSROOM WATER DISTRIBUTION CLARIFICATION	CONTRACT DWG NO.: P3.1.5 & P3.1.6	PROJECT: KANNAPOLIS MIDDLE SCHOOL KANNAPOLIS, NC		
MOSELEYARCHITECTS 11430 NORTH COMMUNITY HOUSE ROAD, GIBSON BUILDING SUITE 225, CHARLOTTE, NC 28277 PHONE (704) 540-3755 MOSELEYARCHITECTS.COM		DRAWN BY: RPD	ATTACHMENT TO: REVIEW #8611	SUPPLEMENTAL DWG. NO: <div data-bbox="1266 1900 1461 1984"> BD-P4 Attachment number 3 in </div>
		DATE: 02/09/16	PROJECT NO: 520610	

Kannapolis Middle School		PCO # 023		Date: 08/02/17		
Description of Work: Modify electrical rough-in to adjust for chase walls added in addendum 1 but not included on electrical plans. See attached subcontractor quote.						
Direct Cost of Change						
	DESCRIPTION	LABOR	MATL	EQUIP	SUBC	TOTAL
1	Electrical Modifications	0	0	0	2,102	2,102
2		0	0	0	0	0
3		0	0	0	0	0
4		0	0	0	0	0
5		0	0	0	0	0
6		0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
9		0	0	0	0	0
10		0	0	0	0	0
11	Estimating of Change	0	0	0	0	0
12	Project Management of Change	0	0	0	0	0
13	Project Administrator of Change	0	0	0	0	0
14	Scheduling of Change	0	0	0	0	0
15	Supervision of Change	0	0	0	0	0
16	Expendable Tools(5% of EFl direct labor)	0	0	0	0	0
17	Rough Hardware	0	0	0	0	0
18	Housekeeping(1% of direct costs 1-10)	21	0	0	0	21
19	Dumpster(1/2%of direct costs 1-10)	0	0	11	0	11
20	Final Clean	0	0	0	0	0
21	Record Drawings/O&M	0	0	0	0	0
22	Punch List	0	0	0	0	0
23		0	0	0	0	0
24	Overtime Adjustment	0	0	0	0	0
25	Working Height Adjustment	0	0	0	0	0
26	Congestion Adjustment	0	0	0	0	0
27	Out-of-Sequence Adjustment	0	0	0	0	0
Extended Project Overhead						
1	Supervision/Truck/Fuel	0	0	0	0	0
2	Gen Supt/Truck/Fuel	0	0	0	0	0
3	Project Mgr/Auto/Fuel	0	0	0	0	0
4	Field Office/Storage	0	0	0	0	0
5	Temp Toilets	0	0	0	0	0
6	Temp Utilities	0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
	SUBTOTALS >>>	21	0	11	2102	2134
42.00%	PAYROLL T & I	9	N/A	N/A	N/A	9
7.25%	SALES TAX	N/A	0	1	N/A	1
	SUBTOTALS >>>	30	0	11	2102	2143
	FEE FOR CONTRACTOR-PERFORMED WORK >>>				15.00%	6
	FEE FOR SUB-CONTRACTOR-PERFORMED WORK >>>				5.00%	105
	SUBTOTAL >>>					2254
	BOND PREMIUM >>>				1.00%	23
	QUOTE >>>					\$2,277
	Calendar Day Time Extension Required >>>					0
	Proposal expires in			15	days.	
This entire proposal shall become part of any future Change Order. Edison Foard reserves the right to claim and recover impact costs in the event the cumulative total of Change Orders on this project is so significant to be disruptive and to cause inefficiencies. This proposal is subject to review and revision if not accepted in writing within the time period stated herein.						

Jerry Anderson

From: David Pofahl
Sent: Wednesday, May 31, 2017 2:07 PM
To: 'Bielicki, Paul'
Cc: Nally, Stephen; Jerry Anderson
Subject: Fw: KMS - Electrical Conduit

23

Please refer to the notice below and provide a PCO #.
Thanks



David Pofahl, Project Manager
P.O. Box 19888
Charlotte, NC 28219-0888

704-329-8000 x 118 • 704-329-0038 fax • 704-575-8751 mobile



From: Jerry Anderson
Sent: Thursday, May 11, 2017 4:58 PM
To: Paul Bielicki; Steve Nally
Cc: David Pofahl; Charles Bruce; JM Kolb; Michael Pearson
Subject: KMS - Electrical Conduit

Paul and Steve,

In addendum 1 (AD1-A11) there were some chase walls added in rooms C105, C109, C118, C144, E202, E206, and E235 on the Architectural sheets. The electrical power sheets have not been released since the original issuance of the drawings, therefore, they still show the power layout without the chase walls.

The outlets along the walls in the above referenced rooms were installed per the layout on sheet E5.1.1. This discrepancy has just now come to surface. The fix that will proceed with is knocking out the block and bending the conduit in towards the chase wall and placing the boxes at the intended location on the chase walls.

We are proceeding with this work on a T&M basis.

Thanks,



Jerry Anderson, Assistant Project Manager
P.O. Box 19888
Charlotte, NC 28219-0888
704-329-8000 • 704-560-8581 mobile



CHANGE NOTICE

Edison Foard

CCN# 9
 Date: 5/31/2017
 Project Name: Kannapolis Middle School
 Project Number: Kannapolis Middle School
 Page Number: 1

Client Address:

Work Description

This is the cost change to relocate device into chase walls that was added on the architectural addendum #2 prints but was not changed on electrical. We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

We request a time extension of 3 days.

We will supply and install all materials, labor, and equipment as per your instructions on **CCN# 9**.

Itemized Breakdown

Description	Qty	Trade Price	Labor	Total Mat.	Total Hrs.
3/4" CONDUIT - EMT	80	49.00	9.00	39.20	7.20
3/4" CONN SS STL - EMT	16	186.45	12.50	29.83	2.00
3/4" COUPLING SS STL - EMT	16	219.12	0.00	35.06	0.00
3/4" COUPLING - PVC	16	33.74	0.00	5.40	0.00
3/4" ADAPTER MALE - PVC	48	58.80	12.50	28.22	6.00
3/4" FIELD BEND W/ CUT & REAM - PVC	16	0.00	55.00	0.00	8.80
#12 THHN BLACK	544	145.00	6.44	78.88	3.50
#12 THHN GREEN	320	145.00	6.44	46.40	2.06
WIRE CONN RED	32	16.16	7.50	5.17	2.40
1G MSNRY BOX 3 1/2" DEEP	16	989.00	60.00	158.24	9.60
GROUND SCREW W/ INSUL #12 LEAD	16	254.22	3.75	40.68	0.60
Totals	1,120			467.08	42.16

Summary

General Materials		467.08
LIGHTING FIXTURES *** Quote needed ***		0.00
DISTRIBUTION *** Quote needed ***		0.00
FIRE ALARM *** Quote needed ***		0.00
Material Tax (@ 7.250 %)		33.86
Total Material		500.94
JOURNEYMAN (21.08 Hrs @ \$27.15)		572.32
FOREMAN (21.08 Hrs @ \$37.95)		799.99

ORIGINAL

Attachment number 3 in

CHANGE NOTICE

Edison Foard

Client Address:

CCN#

9

Date:

5/31/2017

Project Name:

Kannapolis Middle School

Project Number:

Kannapolis Middle School

Page Number:

2

Summary (Cont'd)

Subtotal		1,873.25
Overhead	(@ 5.000 %)	93.66
Markup	(@ 5.000 %)	98.35
Subtotal		2,065.26
BOND	(@ 1.800 %)	37.17
Final Amount		\$2,102.43

CLIENT ACCEPTANCE

CCN #: 9

Final Amount: \$2,102.43

Name:

Date:

Signature:

Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Attachment number 3 in

Description of Work: Add section of sidewalk to provide access to book drop per response to RFI 202.

Direct Cost of Change

	DESCRIPTION	LABOR	MATL	EQUIP	SUBC	TOTAL
1	Add sidewalk	0	0	0	300	300
2		0	0	0	0	0
3		0	0	0	0	0
4		0	0	0	0	0
5		0	0	0	0	0
6		0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
9		0	0	0	0	0
10		0	0	0	0	0
11	Estimating of Change	5	0	0	0	5
12	Project Management of Change	0	0	0	0	0
13	Project Administrator of Change	0	0	0	0	0
14	Scheduling of Change	0	0	0	0	0
15	Supervision of Change	0	0	0	0	0
16	Expendable Tools(5% of EFL direct labor)	0	0	0	0	0
17	Rough Hardware	0	0	0	0	0
18	Housekeeping(1% of direct costs 1-10)	3	0	0	0	3
19	Dumpster(1/2%of direct costs 1-10)	0	0	2	0	2
20	Final Clean	0	0	0	0	0
21	Record Drawings/O&M	0	0	0	0	0
22	Punch List	0	0	0	0	0
23		0	0	0	0	0
24	Overtime Adjustment	0	0	0	0	0
25	Working Height Adjustment	0	0	0	0	0
26	Congestion Adjustment	0	0	0	0	0
27	Out-of-Sequence Adjustment	0	0	0	0	0

Extended Project Overhead

1	Supervision/Truck/Fuel	0	0	0	0	0
2	Gen Supt/Truck/Fuel	0	0	0	0	0
3	Project Mgr/Auto/Fuel	0	0	0	0	0
4	Field Office/Storage	0	0	0	0	0
5	Temp Toilets	0	0	0	0	0
6	Temp Utilities	0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0

SUBTOTALS >>>

8 0 2 300 310

42.00% PAYROLL T & I

3 N/A N/A N/A 3

7.25% SALES TAX

N/A 0 0 N/A 0

SUBTOTALS >>>

11 0 2 300 313

FEE FOR CONTRACTOR-PERFORMED WORK >>> 15.00% 2

FEE FOR SUB-CONTRACTOR-PERFORMED WORK >>> 5.00% 15

SUBTOTAL >>> 330

BOND PREMIUM >>> 1.00% 3

QUOTE >>> \$333

Calender Day Time Extension Required >>> 0

Proposal expires In 15 days.

This entire proposal shall become part of any future Change Order. Edison Foard reserves the right to claim and recover impact costs in the event the cumulative total of Change Orders on this project is so significant to be disruptive and to cause inefficiencies. This proposal is subject to review and revision if not accepted in writing within the time period stated herein.

Kannapolis Middle School		PCO # 026		Date: 08/16/17		
Description of Work: Add concrete spalsh pads (3'x5') per FC 022.						
Direct Cost of Change						
	DESCRIPTION	LABOR	MATL	EQUIP	SUBC	TOTAL
1	Concrete work - 15ea x \$300/ea	0	0	0	4,500	4,500
2		0	0	0	0	0
3		0	0	0	0	0
4		0	0	0	0	0
5		0	0	0	0	0
6		0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
9		0	0	0	0	0
10		0	0	0	0	0
11	Estimating of Change	20	0	0	0	20
12	Project Management of Change	0	0	0	0	0
13	Project Administrator of Change	0	0	0	0	0
14	Scheduling of Change	0	0	0	0	0
15	Supervision of Change	0	0	0	0	0
16	Expendable Tools(5% of EFI direct labor)	0	0	0	0	0
17	Rough Hardware	0	0	0	0	0
18	Housekeeping(1% of direct costs 1-10)	45	0	0	0	45
19	Dumpster(1/2%of direct costs 1-10)	0	0	23	0	23
20	Final Clean	0	0	0	0	0
21	Record Drawings/O&M	0	0	0	0	0
22	Punch List	0	0	0	0	0
23		0	0	0	0	0
24	Overtime Adjustment	0	0	0	0	0
25	Working Height Adjustment	0	0	0	0	0
26	Congestion Adjustment	0	0	0	0	0
27	Out-of-Sequence Adjustment	0	0	0	0	0
Extended Project Overhead						
1	Supervision/Truck/Fuel	0	0	0	0	0
2	Gen Supt/Truck/Fuel	0	0	0	0	0
3	Project Mgr/Auto/Fuel	0	0	0	0	0
4	Field Office/Storage	0	0	0	0	0
5	Temp Toilets	0	0	0	0	0
6	Temp Utilites	0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
	SUBTOTALS >>>	65	0	23	4500	4588
42.00%	PAYROLL T & I	27	N/A	N/A	N/A	27
7.25%	SALES TAX	N/A	0	2	N/A	2
	SUBTOTALS >>>	92	0	24	4500	4616
	FEE FOR CONTRACTOR-PERFORMED WORK >>>				15.00%	17
	FEE FOR SUB-CONTRACTOR-PERFORMED WORK >>>				5.00%	225
	SUBTOTAL >>>					4859
	BOND PREMIUM >>>				1.00%	49
	QUOTE >>>					\$4,907
	Calender Day Time Extension Required >>>					0
	Proposal expires in					15 days.
<i>This entire proposal shall become part of any future Change Order. Edison Foard reserves the right to claim and recover impact costs in the event the cumulative total of Change Orders on this project is so significant to be disruptive and to cause inefficiencies. This proposal is subject to review and revision if not accepted in writing within the time period stated herein.</i>						

Attachment number 3 \n

Kannapolis Middle School		PCO # 027		Date: 08/02/17		
Description of Work: Extend CMU wall to deck per RFI 144.						
Direct Cost of Change						
	DESCRIPTION	LABOR	MATL	EQUIP	SUBC	TOTAL
1	Masonry work	0	0	0	1,199	1,199
2		0	0	0	0	0
3		0	0	0	0	0
4		0	0	0	0	0
5		0	0	0	0	0
6		0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
9		0	0	0	0	0
10		0	0	0	0	0
11	Estimating of Change	0	0	0	0	0
12	Project Management of Change	0	0	0	0	0
13	Project Administrator of Change	0	0	0	0	0
14	Scheduling of Change	0	0	0	0	0
15	Supervision of Change	0	0	0	0	0
16	Expendable Tools(5% of EFL direct labor)	0	0	0	0	0
17	Rough Hardware	0	0	0	0	0
18	Housekeeping(1% of direct costs 1-10)	12	0	0	0	12
19	Dumpster(1/2%of direct costs 1-10)	0	0	6	0	6
20	Final Clean	0	0	0	0	0
21	Record Drawings/O&M	0	0	0	0	0
22	Punch List	0	0	0	0	0
23		0	0	0	0	0
24	Overtime Adjustment	0	0	0	0	0
25	Working Height Adjustment	0	0	0	0	0
26	Congestion Adjustment	0	0	0	0	0
27	Out-of-Sequence Adjustment	0	0	0	0	0
Extended Project Overhead						
1	Supervision/Truck/Fuel	0	0	0	0	0
2	Gen Supt/Truck/Fuel	0	0	0	0	0
3	Project Mgr/Auto/Fuel	0	0	0	0	0
4	Field Office/Storage	0	0	0	0	0
5	Temp Toilets	0	0	0	0	0
6	Temp Utilites	0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
	SUBTOTALS >>>	12	0	6	1199	1217
42.00%	PAYROLL T & I	5	N/A	N/A	N/A	5
7.25%	SALES TAX	N/A	0	0	N/A	0
	SUBTOTALS >>>	17	0	6	1199	1222
	FEE FOR CONTRACTOR-PERFORMED WORK >>>				15.00%	4
	FEE FOR SUB-CONTRACTOR-PERFORMED WORK >>>				5.00%	60
	SUBTOTAL >>>					1286
	BOND PREMIUM >>>				1.00%	13
	QUOTE >>>					\$1,299
	Calender Day Time Extension Required >>>					0
	Proposal expires in		15	days.		
<i>This entire proposal shall become part of any future Change Order. Edison Foard reserves the right to claim and recover impact costs in the event the cumulative total of Change Orders on this project is so significant to be disruptive and to cause inefficiencies. This proposal is subject to review and revision if not accepted in writing within the time period stated herein.</i>						

Attachment number 3 in

EDISON FOARD

PO Box 19888
Charlotte, NC 28219-0888
Ph : (704)329-8000

RFI

To: Paul Bielicki
Moseley Architects
11430 North Community House
Road
Charlotte, NC 28277
Ph: 704-540-3755 Fax: 704-540-3754

RFI #: 144
Date: 1/27/2017
Job: 16-2711 Kannapolis Middle School
Phone:

CC:

Subject: Room E222 Wall to Deck

Drawing: A2.1.5
Cost Impact: Yes

Spec Section: 042000
Schedule Impact: TBD

Request:

Date Required: 1/30/2017

Room E222 has exposed decking as the ceiling finish, one of the walls for this room (shown on the attached) does not extend to the decking and would therefore have unfinished drywall from above ceiling in the adjacent room E220 to the decking; we feel this was an error.

We are proceeding with extending the CMU up to the decking for the one wall.

Requested by: Jerry Anderson
Edison Foard

Response:

Direction taken is acceptable.

Paul Bielicki

Answered by

Moseley Architects

2/14/2017

Company

Date

Change Request

To: Pofahl, David
Edison Foard, Inc
3900 Rose Lake Drive
Charlotte, NC 28219
Ph: (704)329-8000 Fax: (704)829-0388

Number: 9
Date: 2/27/17
Job: 10-1281 Kannapolis Middle School
Phone:

Description: Room E222

Reason: Field Condition

Initiated by: Edison Foard, Inc

We are pleased to offer the following specifications and pricing to make the following changes:

Added CMU due to conflict with the drawings in room E222.

Work performed by us:

Description		Quantity	Unit	Unit Price	Price
EWO Foreman Hrs	Labor	1.50	hr	\$35.00	\$52.50
EWO Mason Hrs	Labor	6.00	hr	\$23.00	\$138.00
EWO Laborer Hrs	Labor	8.00	hr	\$14.00	\$112.00
08H-Hollow block	Material	200.00	ea	\$1.50	\$300.00
Grout	Material	2.00	yd	\$135.00	\$270.00
Mortar	Material	3.00	bag	\$7.50	\$22.50
Subtotal:					\$895.00

Subtotal:				\$895.00
Labor Burden	\$302.50	33.62%		\$101.70
Sales tax	\$592.50	7.00%		\$41.48
Overhead	\$1,038.18	10.00%		\$103.82
Profit	\$1,142.00	5.00%		\$57.10
Total:				\$1,199.10

Please note that Old North State Masonry, LLC will require an extra 1 day to complete this work.

If you have any questions, please contact me at (704)971-4060.

Submitted by: Quick, Jason A.
Old North State Masonry LLC

Approved by: _____
Date: _____

Cc:

Attachment number 34



OLD NORTH STATE MASONRY, LLC

P. O. Box 1260

Matthews, NC 28106

Phone: (704) 971-4060 Fax: (704) 847-1187

EXTRA WORK ORDER

Date: 2-06-17 ONSM Project No. 1281
 Project: Kennapolis
 Location: _____
 Firm: Edison Ford
 Address: _____

Description of work:

Room E222 East wall is a M3-P wall but there is NO ceiling in this room but it is a wall on the second floor that this wall carries

Labor	No. Men	Reg.	OT	Total
Bricklayer Foreman:	1	1.5		1.5
Bricklayer:	2	3 ea		6 hr
Labor Foreman:				
Laborer:	2	4 hr		8 hr
Miscellaneous:				

Materials	Quantity	Equipment	Hours
Block	200	Lull	
Brick		Mixer	
Grout	2 yd	Table Saw	
Mortar	3 bags	CutOff Saw	
Sand	1.5 yd	Hammer Drill	
Joint Rein		Hilti Shot Gun	
Misc. 1		Misc. 1	
Misc. 2		Misc. 2	

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Authorized Signature: _____
 Date: 2-06-17
 (Signature) ONSM Representative: _____
 Signature above is verification that work occurred, but not an agreement that work is added scope to subcontract. 03940
EDISON FORD

Kannapolis Middle School

PCO # 028

Date: 06/20/17

Description of Work: Add substrate board and two layers of 2.6" ISO insulation under metal roof panels at clear story roofs per response to RFI # 201. This material is not specified in the documents. Time component is contingent on NTP.

Direct Cost of Change

	DESCRIPTION	LABOR	MATL	EQUIP	SUBC	TOTAL
1	Substrate board and insulation	0	0	0	10,311	10,311
2		0	0	0	0	0
3		0	0	0	0	0
4		0	0	0	0	0
5		0	0	0	0	0
6		0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0
9		0	0	0	0	0
10		0	0	0	0	0
11	Estimating of Change	20	0	0	0	20
12	Project Management of Change	0	0	0	0	0
13	Project Administrator of Change	0	0	0	0	0
14	Scheduling of Change	0	0	0	0	0
15	Supervision of Change	0	0	0	0	0
16	Expendable Tools(5% of EFl direct labor)	0	0	0	0	0
17	Rough Hardware	0	0	0	0	0
18	Housekeeping(1% of direct costs 1-10)	103	0	0	0	103
19	Dumpster(1/2%of direct costs 1-10)	0	0	52	0	52
20	Final Clean	0	0	0	0	0
21	Record Drawings/O&M	0	0	0	0	0
22	Punch List	0	0	0	0	0
23		0	0	0	0	0
24	Overtime Adjustment	0	0	0	0	0
25	Working Height Adjustment	0	0	0	0	0
26	Congestion Adjustment	0	0	0	0	0
27	Out-of-Sequence Adjustment	0	0	0	0	0

Extended Project Overhead

1	Supervision/Truck/Fuel	0	0	0	0	0
2	Gen Supt/Truck/Fuel	0	0	0	0	0
3	Project Mgr/Auto/Fuel	0	0	0	0	0
4	Field Office/Storage	0	0	0	0	0
5	Temp Toilets	0	0	0	0	0
6	Temp Utilites	0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0

	SUBTOTALS >>>	123	0	52	10311	10486
42.00%	PAYROLL T & I	52	N/A	N/A	N/A	52
7.25%	SALES TAX	N/A	0	4	N/A	4
	SUBTOTALS >>>	175	0	55	10311	10541

FEE FOR CONTRACTOR-PERFORMED WORK >>> 15.00% 35

FEE FOR SUB-CONTRACTOR-PERFORMED WORK >>> 5.00% 516

SUBTOTAL >>> 11091

BOND PREMIUM >>> 1.00% 111

QUOTE >>> \$11,202

Calender Day Time Extension Required >>> 0

Proposal expires in 15 days.

This entire proposal shall become part of any future Change Order. Edison Foard reserves the right to claim and recover impact costs in the event the cumulative total of Change Orders on this project is so significant to be disruptive and to cause inefficiencies. This proposal is subject to review and revision if not accepted in writing within the time period stated herein.

Attachment number 3 \n

EDISON FOARD

PO Box 19888
Charlotte, NC 28219-0888
Ph : (704)329-8000

RFI

To: Paul Bielicki
Moseley Architects
11430 North Community House
Road
Charlotte, NC 28277
Ph: 704-540-3755 Fax: 704-540-3754

RFI #: 201
Date: 6/6/2017
Job: 16-2711 Kannapolis Middle School
Phone:

CC:

Subject: Roof System RFA2

Drawing: A10.2

Spec Section: 074113

Cost Impact: TBD

Schedule Impact: TBD

Request:

Date Required: 6/9/2017

Please clarify the roof assembly RFA2. Sections through locations where RFA2 are located direct you to details 8, 11, and 12 on A5.2.2; those details do not indicate the materials that make up roof assembly RFA2. Furthermore, when referring to the spec section for standing seam roof panels, which is the finish for RFA2; insulation, underlayment, vapor barrier, and substrate board are referenced or defined.

Please indicate in the documents where the components making up RFA2 are called out.

Requested by: Jerry Anderson
Edison Foard Inc

Response:

The components for RFA2 are indicated on A10.1

6/14/2017

Further clarification - the components for the insulation, vapor barrier, and substrate board are equivalent to those components in the membrane roofing assembly and can be found in that specification section.

To confirm, the system beneath the standing seam panels will equal 5.5", same as that in the majority of the TPO areas.

Paul Bielicki


Answered by

Moseley Architects

6/12/2017

Company

Date

 Reply all | ▾ Delete

Junk | ▾

...



Kannapolis Middle



Chris Crider <ccrider@lafavesconst.com>

Yesterday, 4:24 PM

David Pofahl ▾



Reply all | ▾

Inbox

You replied on 6/16/2017 8:46 AM.

Our price to install substrate board & (2) layers of 2.6" ISO insulation under metal roof panels at the clearstory roofs as specified in the provided RFI is: \$ 10,311.00. We had already included the ice & water shield since it was included in our spec originally.

Thanks,

Chris Crider
Lafave's Const. Co., Inc.
(704) 857-1171

Send Attach Discard ...



To

Bcc

Cc

Fw: Kannapolis Middle

KMS - PCO Clear story insulation, etc.



David Pofahl, Project Manager

P.O. Box 19888

Charlotte, NC 28219-0888

704-329-8000 x 118 • 704-329-0038 fax • 704-575-8751 mobile



From: Chris Crider <ccrider@lafavesconst.com>

Sent: Friday, June 16, 2017 8:56 AM

To: David Pofahl

Subject: RE: Kannapolis Middle

David,

See breakdown below:

Material	\$ 6,226.00
Labor	\$ 2,152.00
General Conditions	\$ 694.00
SubTotal	\$ 9,072.00
Profit & Overhead	\$ 1,239.00
Total this request	\$ 10,311.00

Thanks,

Chris Crider



Send

Discard



Draft saved at 9:00 AM

Attachment number 3 in

Kannapolis Middle School

PCO # 029

Date: 09/19/17

Description of Work: Unsuitable soil and Offsite Borrow not covered by site allowances. See attached back-up. Surveys and Truck tickets provided to DMP under separate cover for offsite borrow quantity verification.

Direct Cost of Change

	DESCRIPTION	LABOR	MATL	EQUIP	SUBC	TOTAL
1	Tennis court undercut per ECS # 366	0	0	0	43,926	43,926
2	Northwest corner undercut per ECS # 356	0	0	0	11,238	11,238
3	Offsite borrow:	0	0	0	0	0
4	Offsite borrow overage from Pay App #17	0	0	0	9,850	9,850
5	Offsite borrow bal (16,696-1,686=15,010@23)	0	0	0	345,230	345,230
6	Deduct fee in \$23 unit rate (for offsite borrow)	0	0	0	-17,754	-17,754
7		0	0	0	0	0
8		0	0	0	0	0
9		0	0	0	0	0
10		0	0	0	0	0
11	Estimating of Change	40	0	0	0	40
12	Project Management of Change	0	0	0	0	0
13	Project Administrator of Change	0	0	0	0	0
14	Scheduling of Change	0	0	0	0	0
15	Supervision of Change	0	0	0	0	0
16	Expendable Tools(5% of EFI direct labor)	0	0	0	0	0
17	Rough Hardware	0	0	0	0	0
18	Housekeeping(1% of direct costs 1-10)	0	0	0	0	0
19	Dumpster(1/2%of direct costs 1-10)	0	0	0	0	0
20	Final Clean	0	0	0	0	0
21	Record Drawings/O&M	0	0	0	0	0
22	Punch List	0	0	0	0	0
23		0	0	0	0	0
24	Overtime Adjustment	0	0	0	0	0
25	Working Height Adjustment	0	0	0	0	0
26	Congestion Adjustment	0	0	0	0	0
27	Out-of-Sequence Adjustment	0	0	0	0	0

Extended Project Overhead

1	Supervision/Truck/Fuel	0	0	0	0	0
2	Gen Supt/Truck/Fuel	0	0	0	0	0
3	Project Mgr/Auto/Fuel	0	0	0	0	0
4	Field Office/Storage	0	0	0	0	0
5	Temp Toilets	0	0	0	0	0
6	Temp Utilites	0	0	0	0	0
7		0	0	0	0	0
8		0	0	0	0	0

	SUBTOTALS >>>	40	0	0	392490	392530
42.00%	PAYROLL T & I	17	N/A	N/A	N/A	17
7.25%	SALES TAX	N/A	0	0	N/A	0
	SUBTOTALS >>>	57	0	0	392490	392547

FEE FOR CONTRACTOR-PERFORMED WORK >>> 15.00% 9

FEE FOR SUB-CONTRACTOR-PERFORMED WORK >>> 5.00% 19625

SUBTOTAL >>> 412180

BOND PREMIUM >>> 1.00% 4122

QUOTE >>> \$416,302

Calender Day Time Extension Required >>> 0

Proposal expires in 15 days.

This entire proposal shall become part of any future Change Order. Edison Foard reserves the right to claim and recover impact costs in the event the cumulative total of Change Orders on this project is so significant to be disruptive and to cause inefficiencies. This proposal is subject to review and revision if not accepted in writing within the time period stated herein.

COST OF CHANGE WORKSHEET

Harvest Environmental

Prepared By: Imad Mohammed

Project: KMS

Architect:

COC# Tennis Court Undercut

Project # :

Date: 7/27/17

Description	Qty	Unit(YDS,TNS,EA)	Unit Cost				Labor	Material	Subcontractor	Equipment	Total
			Labor	Materials	Subcontractor	Equipment					
Tennis Court Undercut per ECS											
Foreman	8	HRS	\$65.00				\$520.00				\$520.00
Laborer	10	HRS	\$30.00				\$300.00				\$300.00
Operator	15	HRS	\$40.00				\$600.00				\$600.00
Hitachi 350 Excavator	10	HRS				\$155.66				\$1,556.60	\$1,556.60
Dirt Export	579	YDS		\$2.00				\$1,158.00			\$1,158.00
Dump Trucks	52.5	HRS				\$90.00				\$4,725.00	\$4,725.00
290 Excavator		HRS				\$129.56					
Motor Grader		HRS				\$70.87					
Case Roller 208	6	HRS				\$44.01				\$264.06	\$264.06
JD-650 Dozer	10	HRS				\$69.80				\$698.00	\$698.00
Geogrid	3	ROL		\$1,000.00				\$3,000.00			\$3,000.00
ABC	1004.11			\$27.00				\$27,110.97			\$27,110.97
SCOPE:			Contractors Subtotal				\$1,420.00	\$31,268.97		\$7,243.66	\$39,932.63
Per ECS report, Harvest performed undercut at tennis court area. This undercut was brought back up with stone instead of dirt which is reflected in the above quantities.			Sales Tax								
			Contractors Total Cost								\$39,932.63
			OH&P 10%								\$3,993.26
			Subtotal								\$43,925.89
			Total Change Proposal Cost								\$43,925.89
By acceptance of this Cost of Change, the project duration will, INCREASE _____ days, DECREASE _____ days, NOT CHANGE _____			ACCEPTED _____ DATE _____ REJECTED _____ DATE _____								



ECS Southeast, LLP

1812 Center Park Drive
Suite D
Charlotte, NC 28217
(704) 525-5152 [Phone]
(704) 357-0023 [Fax]

LETTER OF TRANSMITTAL

July 28, 2017

Kannapolis City Schools
PO Box 1268
100 Denver Street
Kannapolis, NC 28083

ATTN: Will Crabtree

RE: **Kannapolis Middle School - CMT/SI**

ECS Job # **08:11685**

Permits:

Location: **1429 Trotters Ridge Rd
Kannapolis, NC**

We are enclosing:

- ☒ Materials Engineering Division Reports
- ☒ For your use
- ☒ As requested

CC: **Moseley Architects - Stephen R. Nally**
Moseley Architects - Steven M. Cooke
Edison Foard, Inc. - Jerry Anderson
Edison Foard, Inc. - David Pofahl
Edison Foard, Inc. - Matt Kolb
Edison Foard, Inc. - Michael J. Pearson
Cardinal Concrete Corporation - Chad Harris
Concrete Supply Co. - Adam Neuwald
Concrete Supply Co. - Joe Medlin
Edison Foard - Charles Bruce
Harvest Environmental Services Inc - Bill Abell


ENCL:

Field Report # 366

07/26/2017

Proofroll

Non Compliance Noted


Lee J. McGuinness, P.E.
Geotechnical Principal Engineer


Josh Bradshaw, E.I.T.
Geotechnical Project Manager

This report (and any included attachments) shall not be reproduced, except in full, without the prior written approval of ECS.

1000.1

Attachment number 3 in

**ECS Southeast, LLP**

1812 Center Park Drive
Suite D
Charlotte, NC 28217
(704) 525-5152 [Phone]
(704) 357-0023 [Fax]

FIELD REPORT

Project **Kannapolis Middle School - CMT/SI**
Location **Kannapolis, NC**
Client **Kannapolis City Schools - Will Crabtree**

Project No. **08:11685**
Report No. **366**
Day & Date **Wednesday 07/26/2017**
Weather
On-Site Time **0.00**
Lab Time **0.00**
Travel Time* **0.00**
Total **0.00**
Re Obs. Time **0.00**

***** Non Compliance Noted *****

Remarks **Proofroll**

Trip Charges*	Tolls/Parking*	Mileage*	45	Times of	Arrival	Departure
					08:00A	08:00A
Chargeable Items					11:30A	11:30A

* Travel time and mileage will be billed in accordance with the contract.

Summary of Services Performed (field test data, locations, elevations & depths are estimates) & Individuals Contacted.

The undersigned arrived on site, as requested, to observe proofrolling of soil subgrade prior to the placement of stone base at the tennis courts. Please refer to the attached sketch for approximate location.

Using a loaded tandem axle dump truck, the identified area was proofrolled, and no visible signs of pumping or rutting was observed with the exception of three (3) areas. Please refer to the attached sketch for an approximate location of the deficient areas.

Test pits were excavated to a depth of 3 feet in the areas where pumping and rutting was observed. Within the test pit the undersigned was able to probe 6 to 8 inches deep. ECS recommended that the deficient areas be undercut 2 feet in depth Tensar BX1100 geogrid be placed in the bottom of the excavation. The areas should be backfilled with stone after the geogrid has been placed. The grading contractor informed the undersigned that the undercuts will be performed on 07/27/2017. ECS should be rescheduled to observe the undercut and placement of geogrid on 07/27/2017.

Field Measurements for Undercut

1. 80' x 66' x 2'
2. 32' x 34' x 2'
3. 58' x 25' x 2'

By **Jeremy Q Miller, — Construction Material Staff Project Mana**

1302

1137037

Attachment number 3 \n

Harvest Environmental
Prepared By: Imad Mohammed
Project: KMS
Architect:

Project #:
Date: 7/25/17

46 NW corner

Time & Material					
Project Number & Name: Kankakee's Middle School				7-7-17-N.A.	
Description of Work: Northwest corner mucking out placing stone fabric 83'x22'x3'				Date: 7-7-17	
Labor		Quantity	Regular Hours	OT Hours	
Foreman		1EA	8		
Laborer		2EA	10		
Survey Party Chief					
Survey Instrument Man					
Mechanic					
Dozer Operator		1EA	10		
Loader/Hoe Operator		1EA	10		
Backhoe Operator					
Boom Truck Operator					
Truck Driver					
Equipment		Equipment #	Quantity	Hours	Standby Hours
290 TRACKhoe			1EA	8	
650 J.D. DOZER			1EA	10	
268 Smooth roller			1EA	5	
730 Dump Truck			1EA	8	
<p>* ECS Report #356 RECOMMENDING REMOVING SOFT MATERIAL AND PLACING 1' OF ABC STONE, GEOGRID, THEN ANOTHER 2' OF ABC.</p> <p style="font-size: 2em; margin-top: 20px;">GB</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; text-align: center;"> Signature above is verification that work occurred, but not an agreement that work is added scope to subcontract. EDISON FOARD </div>					
Trucking					
Lowboy		Hours			
		Loads			
		Subtotal			
Materials		Unit	Quantity		
Bx-11002 Geo Grid 84'x22'			84'x22'		
ABC inspec			113.45 Tons		
<p>VULCAN TICKETS ORDER # 1274350</p>					
		Subtotal			
Subcontractor		Unit	Quantity		
Harvest Representative <i>Nakia Alston</i>		Contractor Representative <i>[Signature]</i>			

**ECS Southeast, LLP**

1812 Center Park Drive
Suite D
Charlotte, NC 28217
(704) 525-5152 [Phone]
(704) 357-0023 [Fax]

FIELD REPORT

Project **Kannapolis Middle School - CMT/SI**
Location **Kannapolis, NC**
Client **Kannapolis City Schools - Will Crabtree**

Project No. **08:11685**
Report No. **356**
Day & Date **Friday 07/07/2017**
Weather **70°/ Cloudy**
On-Site Time **12.50**
Lab Time **0.25**
Travel Time* **1.33**
Total **14.08**
Re Obs. Time **0.00**

***** Non Compliance Noted *****

Remarks

Trip Charges*	Tolls/Parking*	Mileage*	45	Time of	Arrival	Departure
Chargeable Items					01:30A	02:00P

* Travel time and mileage will be billed in accordance with the contract.

Summary of Services Performed (field test data, locations, elevations & depths are estimates) & Individuals Contacted.

The undersigned arrived on site, as requested, to observe the placement of 400 cubic yards of 4000 psi concrete for Slab on grade at Existing road of main entrance to school. Please see the attached sketch.

Concrete observed on this date appeared to be placed in general compliance with project specifications with regard to temperature, slump, air content, and batch to placement time.

The following samples were obtained for compressive strength testing in our laboratory:

Set A:

1 set of 6 lab cylinders (4000 psi) for Slab on grade

Set B:

1 set of 6 lab cylinders (4000 psi) for Slab on grade

Set C:

1 set of 6 lab cylinders (4000 psi) for Slab on grade

Set D:

1 set of 6 lab cylinders (4000 psi) for Slab on grade

While onsite, the undersigned observed soft surficial soils on roadway beside the Bus Parking lot. Please see sketch for approximate location.

The undersigned recommended undercutting 3 feet in an area that was 83 feet long by 22 feet

By **Corey J Johnston, — Field Technician**

1800

Attachment number 3 in
1134632



ECS Southeast, LLP

1812 Center Park Drive
Suite D
Charlotte, NC 28217
(704) 525-5152 [Phone]
(704) 357-0023 [Fax]

FIELD REPORT

Project No. 08:11685
Report No. 356
Day & Date Friday 07/07/2017

Project **Kannapolis Middle School - CMT/SI**

wide. The undersigned recommended placing 1 foot of compacted ABC stone down, then placing Geogrid and placing 2 feet of compacted ABC stone over the Geogrid. ECS should be scheduled to observe the placement and compaction of stone base in this area at a later date. This report is marked as non compliant for tracking purposes.

By **Corey J Johnston, — Field Technician**

Page 2

1800

Attachment number 3 in
1134632

David Pofahl

Subject:

FW: KMS - Offsite Borrow and Excess Soil Removal



Edison Foard

David Pofahl, Project Manager

P.O. Box 19888

Charlotte, NC 28219-0888

704-329-8000 x 118 • 704-329-0038 fax • 704-575-8751 mobile



From: Lesley England [mailto:le England@dmp-inc.com]

Sent: Wednesday, September 06, 2017 8:38 AM

To: David Pofahl

Cc: 'Bielicki, Paul'; Mark Kolb; Jerry Anderson

Subject: RE: KMS - Offsite Borrow and Excess Soil Removal

Take a look at the sheet labeled Dirt Quantity Exhibit that shows the road, tennis parking and stadium parking quantities.

For the Road:

Cut = 77 cy

Fill = 898 cy

Net fill = 821 cy to F/G

Fill = 534 cy to base of paving

Total import needed: 1432 cy

Based on what I see here, total import should be 534 cy...give or take. It appears that whoever wrote the total needed added the wrong numbers. We need to know total quantities to base of paving.

Take a look at the existing soils topo for upper lots and the turn. Are these volumes to F/G or are they to subgrade?

Take a look at the other existing soils topo for the lower lot and part of the ball fields. Isn't part of this area already included in the Dirt Quantity Exhibit for that road and parking areas?

I can understand there being a slight discrepancy between the tickets and the topo but this is way out there.

I would expect the survey to be less than the tickets because of compaction. So, my reasoning is as follows:

For the Dirt Quantity Exhibit:

Total fill needed to Base of Paving: 1345 cy

Total cut not usable: 99 cy

Total Import needed: 1444 cy * 15% for compaction: 1661 cy

For the Existing Soils Topo Sheets:

Total Import Needed: 18,500 cy

Assuming this number is to F/G, a slight adjustment of 30% to get to subgrade.

Total Import Needed to subgrade: 12,950 cy * 15% for compaction: 14,893 cy

Attachment number 3 in

So, using my assumptions, the survey yields approximately 16,553.1 cy of import needed.

Harvest's request for 16,696 CY of import is acceptable.

Please let me know if you have questions or require additional information.

(Mrs.) **Lesley R. England**

Davis • Martin • Powell

p. 336.886.4821 x274 • m. 336.420.0734

Stability... Value... Experience... let our experience make yours better!

Site Allowance Summary - Pay Application # 17

Kannapolis Middle School

Description	Allowance # 1 Unsuit Mass	Allowance # 2 Borrow	Allowance # 3 Unsuit Trench	Allowance # 4 Trench Rock	Allowance # 5 Mass Rock	Allowance # 6 Undergrd. Obstructions	Allowance # 7 Asphalt Binder	Other
Original Balance	300,000.00	11,500.00	15,000.00	67,500.00	67,500.00	4,200.00	25,200.00	
Deduct Previous Pay Applications	-217,299.00	-11,500.00	-15,000.00	-60,305.00	-67,500.00	0.00	0.00	
Subtotal	82,701.00	0.00	0.00	7,195.00	0.00	4,200.00	25,200.00	0.00
Billed This Pay Period	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Haul excess soil 4,149cy @ \$9.75	-40,452.00	✓			0.00			
Bus Parking undercut T&M	-31,859.00	✓						
South Roadway Undercut T&M	-10,390.00	✓		-6,467.00	✓			
Fabric for South Roadway				-728.00	✓	-472.00		
Offsite borrow 1,686 cy @ \$23						-3,728.00	-35,050.00	
Total This Period	-82,701.00	0.00	0.00	-7,195.00	0.00	-4,200.00	-35,050.00	*
Current Balance	0.00	0.00	0.00	0.00	0.00	0.00	-9,850.00	
Balance All Site Allowances								-9,850.00
Notes:								

Attachment number 3 in



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

DECEMBER 4, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at December 18, 2017 Meeting

SUBJECT:

Kannapolis City Schools - Kannapolis City Schools Request Funds to Match Federal Grant

BRIEF SUMMARY:

Kannapolis City School has been awarded a federal grant for McKnight Child Development Center. The grant is for \$255,000 and requires a matching amount of \$85,000. The grant will be used to upgrade the HVAC system, and provide much needed restroom facilities. The Schools are requesting the match funds in the amount of \$85,000 from the County. This project has been on the deferred maintenance list of projects for the schools. Funding for the \$85,000 is proposed to come from the Board of Commissioners Contingency Fund.

REQUESTED ACTION:

Motion to adopt budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Will Crabtree, Director of Operations, Kannapolis City Schools

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [McKnight Request Memo](#)
 - ☐ [Budget Amendment](#)
-



Kannapolis City Schools

100 DENVER STREET
KANNAPOLIS, NC 28083

704-938-1131

FAX: 704-933-6370

<http://www.kannapolis.k12.nc.us>

William F.
Director of Business Operations
Will.Crabtree@kcs.k12.nc.us

October 25, 2017

To: Mike Downs, County Manager

From: Dr. Chip Buckwell, Superintendent
Will Crabtree, Director of Business Operations

Re: Request to Amend Budget for Mcknight Child Development Matching Grant

We would like to request an addition of \$85,000 to our existing capital budget for the purpose of a matching grant received from the Federal Government for Mcknight Child Development Center. The grant is for \$255,000 and requires a matching portion from the school system. The grant will be used to upgrade the HVAC system and provide much needed restroom facilities. Thank you for your consideration of this project.

Budget Revision/Amendment Request

Date: 11/20/2017

Amount: 85,000.00

Dept. Head: Pamela S Dubois

Department: Education

☐ Internal Transfer Within Department

☒ Transfer Between Departments/Funds

☐ Supplemental Request

Purpose: To allocate funds in the amount of \$85,000 to match a federal grant to make improvements to Mc Knight Child Development Center. The amount of the federal grant is \$255,000.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	1910/9660	Contingency	1,812,270.00		85,000.00	1,727,270.00
001	9	7230/9702	Kannapolis City Schools	543,709.24	85,000.00		628,709.24
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00

Total 2,355,979.24

Budget Officer

☐ Approved
☐ Denied

County Manager

☐ Approved
☐ Denied

Board of Commissioners

☐ Approved
☐ Denied

Signature

Signature

Signature

Date

Date

Date



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

DECEMBER 4, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at December 18, 2017 Meeting

SUBJECT:

Active Living and Parks - 2017 Fees and Charges Policy

BRIEF SUMMARY:

Each year, the Active Living and Parks Department reviews the Fees and Charges Policy, presents it to the Active Living and Parks Commission and Senior Centers Advisory Council, and recommends changes to the Board of Commissioners.

The attached documents reflect the proposed changes to the Fees and Charges Policy and a summary of the requested changes. These items are addressed during this time of year so that they can be in place in January and for the entire calendar year. A fiscal year approval would split some of the sports and activity sessions.

The Park Commission and the Senior Centers Advisory Council unanimously approved the proposed changes.

REQUESTED ACTION:

Motion to approve the Active Living and Parks 2017 Fees and Charges Policy.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Londa Strong, Active Living and Parks Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Fees and Charges](#)
 - ☐ [Fees and Charges summary](#)
-



Cabarrus County Active Living and Parks Department 2018 FEES AND CHARGES



Attachment number 1 in



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I. FACILITY HOURS AND RESERVATION TIME PERIODS

CABARRUS COUNTY ACTIVE LIVING and PARKS

FLP	Frank Liske Park	4001 Stough Rd., Concord NC 28027
CSP	Camp T.N. Spencer Park	3155 Foxford Rd., ,Concord NC 28027
RWP	Rob Wallace Park	12900 Bethel School Rd., Midland NC 28107
VVP	Vietnam Veterans Park	760 Orphanage Rd., Concord NC 28027
CSC	Cabarrus County Senior Ctr.	331 Corban Ave SE, Concord NC 28027
MPSC	Cabarrus County Senior Ctr.	8615 Park Drive, Mt. Pleasant, NC 28124

PARK HOURS

March 1 – March 31 – All Parks

Monday - Sunday 8:00 am - 8:00 pm

April 1 - October 31

FLP Monday - Sunday 8:00 am - 9:00 pm

VVP Monday - Sunday 8:00 am - 8:00 pm

CSP Monday - Sunday 8:00 am - 8:00 pm

RWP Monday - Sunday 8:00 am - 8:00 pm

November 1 – February 28 (All Parks)

Monday - Friday 8:00 am - 5:00 pm

Saturday - Sunday 9:00 am - 5:00 pm

PARK RESERVATION TIME PERIODS

March 1 - October 31 (All Parks)

Monday – Sunday: 8:30 am - 2:00 pm (½ day morning)

Monday – Sunday: 3:00 pm – 7:30 pm (½ day afternoon)

Monday – Sunday: 9:30 am – 7:30 pm (all day)

November 1 – February 28 (All Parks)

Monday – Friday: 8:30 am – 4:30 pm

Saturday – Sunday: 9:30 am – 4:30 pm

SENIOR CENTER HOURS

CSC Monday – Thursday 8:00 am - 9:00 pm

CSC Friday/Session Breaks 8:00 am - 5:00 pm

CSC Saturday (except session breaks) 8:00 am - 12:00 noon

MPSC Monday - Friday 8:00 am - 5:00 pm

ACTIVE LIVING & PARKS ADMINISTRATIVE OFFICES

331 Corban Ave SE, Concord NC 28027

704-920-3484

Monday – Friday: 8:00 am – 5:00 pm

HOLIDAY CLOSINGS – PARKS

Cabarrus County Parks will be closed under the following holiday schedule:

Thanksgiving	Thanksgiving Day
Christmas	Christmas Eve and Christmas Day
New Year's	New Year's Day

HOLIDAY CLOSINGS - SENIOR CENTERS

Cabarrus County Sr. Centers will be closed under the following holiday schedule:

New Year's Day

Martin Luther King Day

Good Friday

Memorial Day

Fourth of July

Labor Day

Veterans Day

Thanksgiving Day, Friday and Saturday following

Christmas Eve, Christmas Day, and day after Christmas

Miscellaneous Equipment Rentals

Corn Hole	2 boards and 8 bags	\$5.00*
Fishing	Fishing Reels (open or closed reels)	No Charge
Horseshoes	1 set (2 red, 2 blue)	No Charge
Volleyball	1 volleyball	No Charge
Frisbee	1 Frisbee	No Charge
Disc Golf	1 set of discs	\$5.00 per day
Basketball	1 Basketball	No Charge

* Price is per reservation time period. (Ref. Reservation Time Periods Above)

Equipment must be checked out from Park Staff with a valid Drivers License. Park staff is responsible for filling out equipment check out form.

FISHING PERMITS

\$1.00 per day per park

\$20.00 per year to fish one park

\$30.00 per year for FLP, CSP and RWP

All North Carolina Wildlife Regulations apply

EXPLORER PASSES

Limit of (4) four Explorer Passes per individual per Fiscal Year

Vietnam Veterans Park

<u>Facility</u>	<u>Description</u>	<u>(1/2 day/all day)</u>	<u>Capacity</u>
Hickory Shelter*	Hickory	\$30.00 / \$60.00	50
Magnolia Shelter*	Magnolia	\$30.00 / \$60.00	50
Oak Shelter*	Oak	\$30.00 / \$60.00	50
Dogwood Shelter	Dogwood	\$60.00 / \$120.00	100

* Facilities with an asterisk DO NOT have availability for additional equipment (i.e., spacewalks, dunking booth, generators, etc.). Prior approval for additional equipment must be secured before bringing to a park.

Rob Wallace Park

<u>Facility</u>	<u>Description</u>	<u>(1/2 day/all day)</u>	<u>Capacity</u>
Shelter	Shelter	\$30.00 / \$60.00	50

Camp T.N. Spencer Park

<u>Facility</u>	<u>Description</u>	<u>(1/2 day/all day)</u>	<u>Capacity</u>
Helms Hall	Helms	\$60.00 / \$120.00	75
<u>Capacity is 50 during winter months</u>			
Propst A Building*	Propst A	\$50.00 / \$100.00	75
Propst B Building*	Propst B	\$50.00 / \$100.00	75
Shelter 1*	Shelter 1	\$30.00 / \$60.00	50
Shelter 2	Shelter	\$30.00 / \$60.00	50
Tent Sites*	7 Sites	\$15.00 per night	6/2 tents
Cabins*	6 Cabins	\$50.00 per night	6
Group Camping*	9 Sites	\$30.00 per night	35
	Pool Birthday Party	\$50.00 for 4 hrs*	25

*Facilities with an asterisk DO NOT have availability for additional equipment (i.e., spacewalks, dunking booth, generators, etc.). Prior approval for additional equipment must be secured before bringing to a park.

Table and Chair Setup Fee of \$25.00 for Helms or Propst Hall if different than options provided. All groups will be charged \$25.00 if facility tables and chairs are not left in same locations at the end of their reservation.

Pool Birthday Parties must be approved through Camp TN Spencer Park Manager or Senior Ranger. Reservations must be booked seven (7) days in advance. Only available during standard pool hours excluding Memorial Day, July 4th and Labor Day.

Birthday Party area will be available 11am – 5pm. Additional parents or children will receive a \$2 discount per person towards normal pool admission fees.

Option 1: \$125.00 includes 25 people, party area, storage of cake and includes two slices of pizza and drinks for group.

Option 2: \$75.00 includes 25 people, party area, storage of cake

Cabin Fees – Requires a 2-day stay for Friday and Saturday Reservations March -October. Maximum of 6 people per cabin.

Tent Sites – Requires a 2-day stay for Friday and Saturday Reservations March - October. Maximum of 2 tents per site – 6 people per site.

Cabin and Tent Site – Punch cards - full payment for 9 stays will permit the bearer of the Punch Card 1 free stay. Each stay is defined as 1 day/night.

Group Camping Site – No minimum Night Reservation - 9 Tent sites available 35 people total. Group camping site is for scout groups, church groups, and other youth groups. Adult supervision is required with a minimum of 1 adult per 7 youth.

There will be a 25% cancellation fee charged for any cabin or tent site (including group camping) cancellation.

CAMP T.N. SPENCER POOL

DAILY ADMISSION

Adult	(Ages 14-64)	\$6.00
Children	(Ages 6-13)	\$4.00
Children	(Ages 3-5)	\$2.00 w/Paid Adult Admission
Infants	(Ages 0-2)	Free w/Paid Adult Admission
65 & Over		\$3.00
Childcare Organization		\$2.00

Note: Childcare organizations are defined as any summer, afterschool, and childrens' camps, (excluding the Cabarrus County Boys and Girls Club). All children entering pool area must pay a fee regardless of age. Counselors will be admitted free with all organizations. **Groups will be limited to two hour sessions.**

XIII. CAMPING RULES POLICY

Reservations are required and can be made by calling **704-795-4492** Monday thru Friday between the hours of 8:00 am and 5:00 pm or anytime at www.cabarruscounty.us/register online. Minimum 2-night reservation is required on Friday and/or Saturday, March - October. Fourteen (14) days maximum continuous stay. Active Living and Parks Department will require a seven (7) day break for same patron/family after a fourteen (14) day continuous stay.

Registration: Adults (21 years of age or older) must register and occupy site. Children under 18 years of age must not be left alone and must have adult supervision at all times. Guests are required to check in and out with the Park Ranger.

Parking: After registering, vehicles may be driven to site to unload and again to load when departing (20 minute limit). At all other times vehicles must be parked in the paved parking areas. If a handicap parking pass is presented at the time of booking, you will be permitted to leave your vehicle in the designated area for Cabins 1, 2, 3 and 4 only; however, you will not be permitted to drive your vehicle to and from the bath house or on trails throughout the park.

Camping is allowed in designated areas by permit only.

Alcoholic Beverages Are Prohibited (Cabarrus County Ordinance Section 50-4)

Smoking and usage of Tobacco products are Prohibited (Cabarrus County Ordinance Section 50-1)

Pets must be restrained on a leash of six feet or less at all times. Pets are not allowed inside the cabins or bath house at any time. Pets may not remain in the Park overnight. This is to included cabins, tent sites, vehicles, or kennels.

Check in time is 3:00 pm. Check out time is 11:00 am. Please check in and out with the Park Ranger.

Enforcement: Failure to abide by the regulations and ordinances governing Cabarrus County Active Living and Parks will subject offender to temporary or permanent expulsion from the park and/ or criminal prosecution. In the event of permit revocation, all monies paid shall be forfeited by the offender and retained by the park. All North Carolina Motor Vehicle and traffic laws apply at any Park or parking lot operated by the Active Living and Parks Department.

TENT SITES Each of the tent sites includes a picnic table, grill, fire circle, and trash can. A restroom/shower building is centrally located and also includes an outside utility sink. A maximum of two tents and 6 people are allowed at each tent site.

CABINS Each cabin includes one double bed, one set of bunk beds, a day bed, chest of drawers, dining table with chairs, and a small refrigerator. Each cabin also has heat and air conditioning. No bed linens or dishes are provided. Any damaged or broken items (pictures, lamps, etc.) will be replaced at cost by renter of the facility. Picnic table, charcoal grill and fire circle are provided outside each cabin.

Furniture may not be removed from the cabins.

Please remove all trash and clean cabin before checking out.

Camping tents are not permitted on cabin sites. Dining canopies are allowed.

GROUP CAMPING

Group Camping site includes a fire pit, picnic table, grill, trash can, recycling can and (9) nine tent sites with a maximum of 35 people allowed.

To qualify to stay in the Group Camping area certification and/or documentation must be provided meeting one of the following criteria: Boy Scouts of America, Girl Scouts of America, or other organized youth group.

Groups must provide documentation to meet criteria for Group Camping area use. Examples of qualifying documentation are as follows but not limited to: charters, letters on official letterhead from the group organizer, youth leader, or a 501 (c) 3 non-profit organization.

Counselor to camper ratio must be at least one (1) counselor per seven (7) youth. Counselors are considered anyone over 21 years of age and supervising the camp outing.

Group Camping excludes family functions and will not require a two-day stay on Friday and Saturday. This area cannot be divided in to multiple reservations.

Tents must be set up within designated tent site areas.

FRANK LISKE PARK

<u>(1/2 day/all day)</u>		<u>Capacity</u>	<u>Facility</u>	<u>Description</u>
	Arbor*		Arbor	\$30.00 / \$60.00
35				
Shed I	Shed 1		\$30.00 / \$60.00	35
Shed II	Shed II		\$50.00 / \$100.00	100
	Lower Level*	LL	\$50.00 / \$100.00	
100				
	Lower Level- Heat	LLH	\$85.00 / \$170.00	
100				
	Upper Level*	ULVL	\$125.00 / \$250.00	
125				
Homebuilder	HMB		\$50.00 / \$100.00	75
Barnhardt	WOB		\$80.00 / \$160.00	
150				
	Hartsell	ANDY	\$80.00 / \$160.00	
150				
	Philip Morris	PMOR	80.00 / \$160.00	
150				
	Wildlife	WLF	\$30.00 / \$ 60.00	
35				
	Vulcan	VUL	\$30.00 / \$ 60.00	
35				
	Corning	CRN	\$30.00 / \$60.00	
35				
	Amphitheatre	AMP	\$100.00 / \$200.00	
300				

*Facilities with an asterisk DO NOT have availability for additional equipment (i.e., spacewalks, dunking booth, generators, etc.). Prior approval for additional equipment must be secured before bringing to a park.

Table and Chair Setup Fee of \$25.00 for Upper Level of Barn if different than options provided. All groups will be charged \$25.00 if facility tables and chairs are not left in same locations at the end of their reservation.

FACILITY

Frank Liske Park

Softball Fields

Softball Fields W/Lights

Softball Field Lining

FEES AND CHARGES

\$10.00 per hour per field

\$15.00 per hour per field

\$25.00 per field

Disc Golf Tournament

(Non County/Cosponsored Group)

Each additional hour, maximum of 6 hours per day

\$50.00 first 3 hours

\$25.00 per hour

PADDLEBOATS (Saturday and Sunday 12 noon – 7 pm)

Paddleboats (6 & over)	April - October	\$2.00 per 1/2 hour
Paddleboats (5 & under)	April – October	1 Free ride with each paid ride
Kayaks & Canoes (18 & over)	April – October	\$5.00 per hour

MINI GOLF (Saturday and Sunday 12 noon – 7 pm & Monday – Friday 8 am – 5 pm)

Miniature Golf (6 & over)	April – October	\$2.00 per game
Miniature Golf (5 & under)	April – October	1 free game with each paid game

Paddleboats and Miniature Golf are open the following holidays:

Memorial Day, July 4th and Labor Day Monday

Bike Rental Fees

Option 1:	\$5.00	1 hour
Option 2:	\$7.00	1 to 1 ½ hours
Option 3:	\$9.00	1 ½ to 2 hours

Two hour maximum time period per rental.

Bike Rental Late Fees

A late fee will be charged if not returned at end of rental time. Fees will be assessed at the following rate:

Less than 15 minutes	\$2.50
15 – 30 minutes	\$5.00
30 – 45 minutes	\$7.50
45 – 60 minutes	\$10.00

Group Birthday Parties

Group birthday parties may be booked at Frank Liske Park. Reservations must be booked seven (7) days in advance. **Available April 1 – October 31.**

Option # 1 (Minimum of 10 people): \$5.00 per person

- Choice of 1 of the following: 1 game of Miniature Golf, 1 paddleboat ride, or 30 minute Nature/Wildlife Program (Entire group must do same activity)
- Choice of Hot Dog or Corn Dog
- Choice of Bag of Chips/Pretzels
- Choice of Soft Drink, Water, or Fruit Juice

Option #2 (Minimum of 10 people): \$7.00 per person

- Choice of 2 of the following: 1 game of Miniature Golf, 1 paddleboat ride, or 30 minute Nature/Wildlife Program (Entire group must do same activity)
- Choice of Hot Dog or Corn Dog
- Bag of Chips/Pretzels
- Choice of Soft Drink, Water, or Fruit Juice

Road Race and Fundraiser Walks/Events

See Attached Road Race/Walk Events Application

The Following Rental Procedures Apply Only During Hours These Facilities Are Not Open To The Public And Requires A Seven (7) Day Notice

EXCLUSIVE USE

Paddleboats	\$100.00 for first hour and \$25.00 for each additional hour
Miniature Golf	\$50.00 for first hour and \$25.00 for each additional hour

- Available Monday – Friday 8:00 am – 7:00 pm and Saturday and Sunday 9:00 am – 12:00 noon

Group Rates for Miniature Golf and Paddleboats (available during normal operating hours)

1-75	\$2.00
76-150	\$1.75
126 – 199	\$1.50
200 & over	\$1.25

FRANK LISKE PARK SOCCER COMPLEX

Soccer Field (2 hour minimum use)	\$25.00 per hour
Soccer Field Light Charge (Lights Paid to Third Party)	\$10.00 per hour
Soccer Field Lining Preparation	\$50.00 per field
Soccer Field Per Day Charge	\$175.00 per field
Meeting Room	\$15.00 per hour
Meeting Room All Day	\$100.00 all day

NOTE: If the soccer complex is closed for any reason prior to the commencement of the event, the lessee's fee will be refunded. All soccer complex rentals are subject to Park Management approval.

XIV. Ballfield Rental Policy

See Attached Field Tournament Complex General Information and Tournament Contract

XV. PARK PROGRAM FEES AND CHARGES

<u>ACTIVITY</u>	<u>Cost Per Participant</u>
Day Camp	\$100.00 - \$130.00 per week
Half Day Camp Series	\$20.00
Specialty Camp (18 hrs.)	\$75.00 - \$95.00
Public Nature & Wildlife Programs	Free - \$50.00
Athletic Classes/Events/Programs	\$1.00 - \$40.00
Tennis Tournaments	\$20.00
Disc Golf League	\$4.00 - \$10.00 per round
Disc Golf Tournaments	\$10.00 - \$30.00
Log Rolling Class (FLP 1 hr.)	\$100.00 (max of 20 people)
Log Rolling Class (CSP 1 hr.)	\$5.00 per person (max of 10 people)

ACTIVITY**Cost Per Team**

Adult Softball League – 11 game season	\$400.00
Adult Kickball League – 11 game season	\$200.00
Adult Volleyball League – 6-10 game season	\$100 – \$300.00

NOTE: No refunds after league schedule has been completed.

Add \$50.00 to registration fees if paid during late registration period
(as specified in league guidelines)

Specific League Guidelines take precedence over the Fee and Charge Policy

ADULT ATHLETICS

All additional adult athletics programs/leagues will be offered at a cost to cover 100% of the direct costs. These costs will be confirmed by Department Director prior to offering such programs.

FIELD TRIPS/EDUCATIONAL PROGRAMS

Onsite Field Trip @ Park	up to 2.5 hours	\$3.00 per student
Offsite Field Trip @ School, Daycare, etc.	up to 1 hr.	\$2.00 per student

Cabarrus County Schools participating in the Jr. Ranger program only are charged the above rate for park field trips and are given 3 free visits to the school not to exceed 30 minutes per classroom per visit.

SCHOOL PARK RESERVATIONS

See Attached Addendum for School Park Reservations and Charges

ACTIVITY**ROAD RACES****Early Registration****Late Registration**

Individual	\$20.00	\$23.00
Individual Fun Run/Walk	\$8.00	\$10.00
Team/Group 5K (5 or more)	\$15.00	N/A
Family Registration (max of 6)	\$60.00	\$70.00

CABARRUS COUNTY SENIOR CENTERS

Concord Senior Center			Fee Schedule	
Space	Size (approx.)	Capacity	Rental Fee	
			4 Hour Minimum	Additional Hours
Multipurpose	90'X40'	280 (200 at tables)	\$350	\$100
Multipurpose #1	33'X40'	100 (64 at tables)	\$175	\$75
Multipurpose #2	24'X40'	80 (48 at tables)	\$175	\$75
Multipurpose #3	33'X40'	100 (64 at tables)	\$175	\$75
Conference Room	40'X20'	60 (40 at tables)	\$125	\$45
Conference Room #1	20'X20'	30 (16 at tables)	\$75	\$30
Conference Room #2	20'X20'	30 (16 at tables)	\$75	\$30
Classroom #1	20'X21'	49 (24 at tables)	\$75	\$30
Classroom #2	20X21	49 (24 at tables)	\$75	\$30
MT. PLEASANT SENIOR CENTER			FEE SCHEDULE	
Space	Size (approx.)	Capacity	Rental Fee	
			4 Hour Minimum	Additional Hours
Multipurpose	24'x76'	100 (64 at tables)	\$100	\$25
Classroom (must be rented with Multipurpose room)	28'x22'	30 (24 at tables)	\$40	NA

RESERVATION TIME PERIODS FOR THE SENIOR CENTERS

Minimum 4 hour rental (set up and breakdown included in 4 hour rental).

Additional fees will apply for set up and staffing outside normal business hours (8:00 am – 5:00 pm Monday – Friday). Set up: \$75.00; Staffing: \$15/hour. No rentals may extend past midnight.

Each Senior Center has round tables (5' at Mt. Pleasant, 6' at Concord), 6' rectangle tables, **arm** chairs and folding chairs (limited quantities).

XI. FEES & CHARGES OTHER FACILITY USE

CABARRUS COUNTY SENIOR CENTERS

Miscellaneous Equipment Rentals

Corn Hole	2 boards, 8 beanbags in a carrying bag	No Charge
Horseshoes	1 set (4 horseshoes) in a carrying bag	No Charge
Bocce	1 set of Bocce Balls in carrying bag	No Charge
Disc Golf	1 set of 3 discs in carrying bag	No Charge
Shuffleboard	2 cues, 8 discs and disc carrier	No Charge
Shot Put	1	No Charge
Discus	1	No Charge
Pickleball	2 paddles, 3 balls in a carrying bag	No Charge

Senior Centers Classes/Workshops

Participant

Special Events	\$5.00 and up
Lunch & Learn	\$6.00
Dance	\$6.00

Classes **\$2.00 and up**

Fitness & Wellness Classes	\$3.50/class hour
If paid prior to 1 st day of session	\$3.00 /class hour
Discounts available for eligible Fitness and Wellness classes if registered and paid for by beginning date of Session	
Senior Games	
Registration (Online) Registration (early bird/late)	\$15.00/\$20.00
Registration (Paper) (early bird/late)	\$18.00/\$23.00
Registration (Online) (Arts, Showcases only) early bird/late)	\$8.00/\$13.00
Registration (Paper) (Arts, Showcases only, early bird/late)	\$11.00/\$16.00
Dinner Dance (participants & 1 guest)	\$15.00 per person
T-shirt	\$12.00
SilverArts Follies (adult/child 12 & under)	\$5.00/\$3.00
Luncheon	\$3.00
League play	\$5.00-\$10.00
Tournaments	\$5.00 & Up
Event Fees (bowling, cycling, golf)	Varies by Sport

NOTE: All activity fees are based on direct costs. Supplies may be additional. These fees are subject to change based on actual costs, rentals, increase in participants, unforeseen circumstances, etc., during the fiscal year.

Special promotions and/or discounts may be offered at various times throughout the year as approved by management.

Cabarrus County Active Living and Parks Department
Proposed Changes to 2018 Fees & Charges Summary

1. Page 6 – Camp T.N. Spencer Pool: Added verbiage & increased discount

Birthday Party area will be available 11am – 5pm. Additional parents or children will receive a \$2 discount per person towards normal pool admission fees.

2. Page 7 – Camp T.N. Spencer Pool: Added verbiage

Note: Childcare organizations are defined as any summer, afterschool, and children’s camps, (excluding the Cabarrus County Boys and Girls Club). All children entering pool area must pay a fee regardless of age. Counselors will be admitted free with all organizations. Groups will be limited to two-hour sessions.

3. Page 9 – Frank Liske Park: Change in shelter price due to size

Shed I	Shed 1	\$30.00 / \$60.00	35
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4. Page 9 – Increase Kayak/Canoe Rental Time/Rate

Kayaks & Canoes (18 & over) April – October \$5.00 per hour

5. Page 10 – FLP Group Birthday Parties: Added verbiage

Group birthday parties may be booked at Frank Liske Park. Reservations must be booked seven (7) days in advance. Available April 1 – October 31.

6. Page 11 – Park Program Fees and Charges: Increased Half Day Camp Series & Added Log Rolling

ACTIVITY	Cost Per Participant
Day Camp	\$100.00 - \$130.00 per week
Half Day Camp Series	\$20.00
Specialty Camp (18 hrs.)	\$75.00 - \$95.00
Public Nature & Wildlife Programs	Free - \$50.00
Athletic Classes/Events/Programs	\$1.00 - \$40.00
Tennis Tournaments	\$20.00
Disc Golf League	\$4.00 - \$10.00 per round
Disc Golf Tournaments	\$10.00 - \$30.00
Log Rolling Class (FLP 1 hr.)	\$100.00 (max of 20 people)
Log Rolling Class (CSP 1 hr.)	\$5.00 per person (max of 10 people)

7. Page 14 – Senior Centers Classes/Workshops – Decreased for Program Flexibility

Classes	\$2.00 and up
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CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

DECEMBER 4, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at December 18, 2017 Meeting

SUBJECT:

Board of Commissioners - Commissioner Appointments for 2018

BRIEF SUMMARY:

The following chart outlines commissioner appointments to various boards and committees and appointments as liaisons to the surrounding municipalities for 2018.

REQUESTED ACTION:

Motion to approve the commissioner appointments for 2018 as set forth in the agenda.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Terri Lea Hugie, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Letter](#)
 - ☐ [Proposed Commissioner Board Appointments](#)
-

2018 PROPOSED COMMISSIONER BOARD APPOINTMENTS

NAME OF BOARD	MEETING DATE	MEETING TIME	MEETING LOCATION	MEMBER	LIAISON	ALTERNATE	VOTE	NOTES
ACT Work Ready Community Committee	2nd Tuesday, Every Other Month	3:30 p.m.	Governmental Center	Poole				
Active Living and Parks Commission	3rd Thursday	6:00 p.m.	Concord Senior Center		Shue		N	
Cabarrus County Animal Protection Advisory Board	2nd Tuesday	6:30 p.m.	Governmental Center		Kiger			
Cabarrus County Board of Education - Business Mtg.	2nd Monday	6:00 p.m. (Business)	Old Airport Road		Kiger	Honeycutt	N	
Cabarrus County Board of Education - Work Session	1st Monday	6:00 p.m. (Wk. Session)	Old Airport Road		Honeycutt	Kiger	N	
Cabarrus County Partnership for Children (Smart Start)	4th Tuesday (Recommendation to meet bi-monthly.)	Noon	2353 Concord Lake Road, Suite 160	Morris			Y	
Cabarrus Planning and Zoning Commission	2nd Tuesday	7:00 p.m.	Governmental Center		Kiger	Shue	N	
Cabarrus-Rowan Urban Area MPO Transportation Adv. Comm.	4th Wednesday (except July/Dec.)	5:30 p.m.	Varies	Poole		Morris	Y	
Cardinal Innovations (replaced PBH)	3rd Thursday (January, April, July & October)	6:00 p.m.	4855 Milestone Ave. Kannapolis	Morris				Term ends 7/31/18
Centralina Economic Development Commission	3rd Thursday	4:00 p.m.	COG Office	Downs				
Centralina Workforce Development Consortium	Bi-Monthly 2nd Tuesday	4:30	Varies	Poole			Y	
City of Concord	2nd Thursday	6:00 p.m.	Council Chambers		Poole		N	
City of Kannapolis	2nd & 4th Mondays	6:00 p.m.	Train Station		Morris		N	
City of Locust	1st Thursday	7:30 p.m.	City Hall		Shue		N	
Cooperative Extension Service	Quarterly	6:00 p.m.	Extension Office		Honeycutt		N	
Council of Planning – NC 73 Corridor	Quarterly, 3rd Tuesday	2:00 p.m.	Varies	Honeycutt		Poole	Y	
Exit 49 Taskforce	As Needed		CVB Office		Poole	Downs	Y	
Fire Departments & First Responder Advisory Committee	March, June, Sept. & Dec.	7:00 p.m.	Different VFD's Host		Poole	Shue	N	
Forester	No Meetings - Direct contact w/ Liasion	NA	NA		Shue		N	
Home and Community Care Block Grant Advisory Committee	2-20; 5-15; 8-21; and 11-20	TBD	Senior Center	Honeycutt			N	
Human Services Advisory Board	2nd Wednesday	1:30 p.m.	HSC Board Room	Honeycutt			Y	
Juvenile Crime Prevention Council	3rd Wednesday	7:30 a.m.	Governmental Center	Morris			Y	
Kannapolis Board of Education	2nd Monday	Varies	Central Office		Shue	Kiger	N	
Library Board of Trustees	1-19; 3-16; 5-18; 7-20; 9-21; and 11-16 (3rd Thursdays)	4:30 p.m.	Libraries - Rotate		Morris		N	
Local Emergency Planning Committee	2-1; 5-3; 8-2; and 11-1	3:00 p.m.	Emergency Mgmt. Dept. - EOC		Honeycutt		Y	
Mental Health Advisory Board					Poole			
Public Health Authority of Cabarrus County	2nd Tuesday	5:30 p.m.	HSC Board Room	Morris			Y	Term ends 6/30/19
Region F Aging Advisory Committee	Quarterly - Thursday (March 9 and June 8)	1 p.m.	COG Office		Shue		N	
Rowan-Cabarrus Community College Board of Trustees	Last Monday of Month (except July & Dec.)	4:00 p.m.	Varies		Morris		N	Term ends 6/30/21
Senior Centers Advisory Council	3rd Monday	11:00 a.m.	Senior Center		Honeycutt		N	
Soil & Water Conservation District	1st Tuesday	5:15 p.m.	Governmental Center		Shue		N	
Tourism Authority (CVB)	4th Wednesday	8:00 a.m.	CVB Office	Honeycutt			Y	Term ends 6/30/18
Town of Harrisburg	2nd Monday	6:00 p.m.	Town Hall		Kiger		N	
Town of Midland	2nd Tuesday	6:00 p.m.	Town Hall		Shue		N	
Town of Mt. Pleasant	1st Monday (except June & August) No July or Sept meeting.	7:00 p.m.	Town Hall Auditorium		Kiger		N	
Transportation Advisory Board	2-1; 4-5; and 6-7	9:00 a.m.	CCTS Conference Room		Morris		N	
Water and Sewer Authority	3rd Thursday	5:00 p.m.	WSACC - 232 Davidson Hwy.	Poole & Marshall			Y	Term ends 6/30/18
Watershed Improvement Commission	3rd Tuesday - Bimonthly	6:30 p.m.	Governmental Center		Morris		N	
Youth Commission	3rd Monday	6:00 p.m.	Varies		Kiger		N	

Attachment number 2 in



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

DECEMBER 4, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at December 18, 2017 Meeting

SUBJECT:

Board of Commissioners - Resolution Establishing the Board of Commissioners' 2018 Meeting Schedule

BRIEF SUMMARY:

The following resolution establishes the Boards' meeting schedule for 2018.

REQUESTED ACTION:

Motion to adopt resolution.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Terri Lea Hugie, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [BOC Meeting Schedule Resolution](#)



**RESOLUTION
ESTABLISHING THE REGULAR MEETING SCHEDULE
FOR CALENDAR YEAR 2018**

- WHEREAS,** the regular agenda work sessions of the Cabarrus County Board of Commissioners are held on the first Monday of each month at 4:00 p.m. in the Multipurpose Room at the Governmental Center, except in December; and
- WHEREAS,** the regular meetings of the Board of Commissioners are held on the third Monday of each month at 6:30 p.m. in the Commissioners' Meeting Room at the Governmental Center; and
- WHEREAS,** the Martin Luther King, Jr. holiday requires a change in the regular meeting date in January 2018; and
- WHEREAS,** the New Year holiday requires a change in the agenda work session meeting date in January 2018; and
- WHEREAS,** the Labor Day holiday requires a change in the agenda work session meeting date in September 2018; and
- WHEREAS,** the Board holds an annual goal-setting/planning retreat in the winter which is set for January 19 at 4:00 p.m. and January 20 at 8:00 a.m. at the Cabarrus Arena and Events Center; and
- WHEREAS,** budget workshops are held annually and are scheduled for May 22 and 24, 2018 from 4:00 p.m. to 7:00 p.m. in the Multipurpose Room at the Governmental Center; and
- WHEREAS,** the Board may attend the following conferences/gatherings and desires to give the public ample notice:
- NACo Legislative Conference in Washington, DC on March 3-7, 2018;
NCACC County Assembly Day/Legislative Reception in Raleigh on May 30, 2018;
NACo Annual Conference in Nashville, Tennessee on July 13-16, 2018; and
NCACC Annual Conference in Hickory, NC on August 23-25, 2018.
- WHEREAS,** North Carolina General Statute 153A-39 requires that the Board hold an organizational meeting the first Monday in December for each even numbered year; and

WHEREAS, on the first Monday in December of even numbered years, it is customary for the Board to hold a reception and swearing-in ceremony at the Governmental Center honoring incoming and outgoing elected officials prior to the commencement of the organizational meeting; and

WHEREAS, the organizational meeting will be held in the Board of Commissioners' Meeting Room and begin at 6:00 p.m.; and

WHEREAS, the December agenda work session will be held in the Board of Commissioners' Meeting Room and will commence upon the conclusion of the organizational meeting (on or about 6:15 p.m.).

NOW, THEREFORE, BE IT RESOLVED, the Cabarrus County Board of Commissioners, pursuant to North Carolina General Statute 153A-40(a), does hereby:

- (1) Establish the Board's regular agenda work session schedule to meet at 4:00 p.m. in the Multipurpose Room at the Governmental Center on the following dates, except in December:

January 3, 2018	(Wednesday)	July 2, 2018
February 5, 2018		August 6, 2018
March 12, 2018		September 4, 2018 (Tuesday)
April 3, 2018	(Tuesday)	October 1, 2018
May 7, 2018		November 5, 2018
June 4, 2018		December 3, 2018 (6:15 p.m.)

- (2) Establish the Board's regular meeting schedule to meet at 6:30 p.m. in the Commissioner's Meeting Room at the Governmental Center on the following dates:

January 16, 2018	(Tuesday)	July 16, 2018
February 19, 2018		August 20, 2018
March 19, 2018		September 17, 2018
April 16, 2018		October 15, 2018
May 21, 2018		November 19, 2018
June 18, 2018		December 17, 2018

BE IT FURTHER RESOLVED that any recessed, special or emergency meeting will be held as needed with proper notice as required by North Carolina General Statute 153A-40.

ADOPTED this, the 18th day of December 2017.

_____, Chairman
Board of Commissioners

ATTEST:

Terri Lea Hugie, Clerk to the Board



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

DECEMBER 4, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at December 18, 2017 Meeting

SUBJECT:

County Manager - Approval to Request Annexation for Elementary School Property

BRIEF SUMMARY:

The County has purchased the property for a new elementary school on Hickory Ridge Road. The Town of Harrisburg has requested annexation of the property as part of the approval to connect to Town water and sewer services.

REQUESTED ACTION:

Consensus to permit staff to seek annexation and administrative rezoning of the elementary school property.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

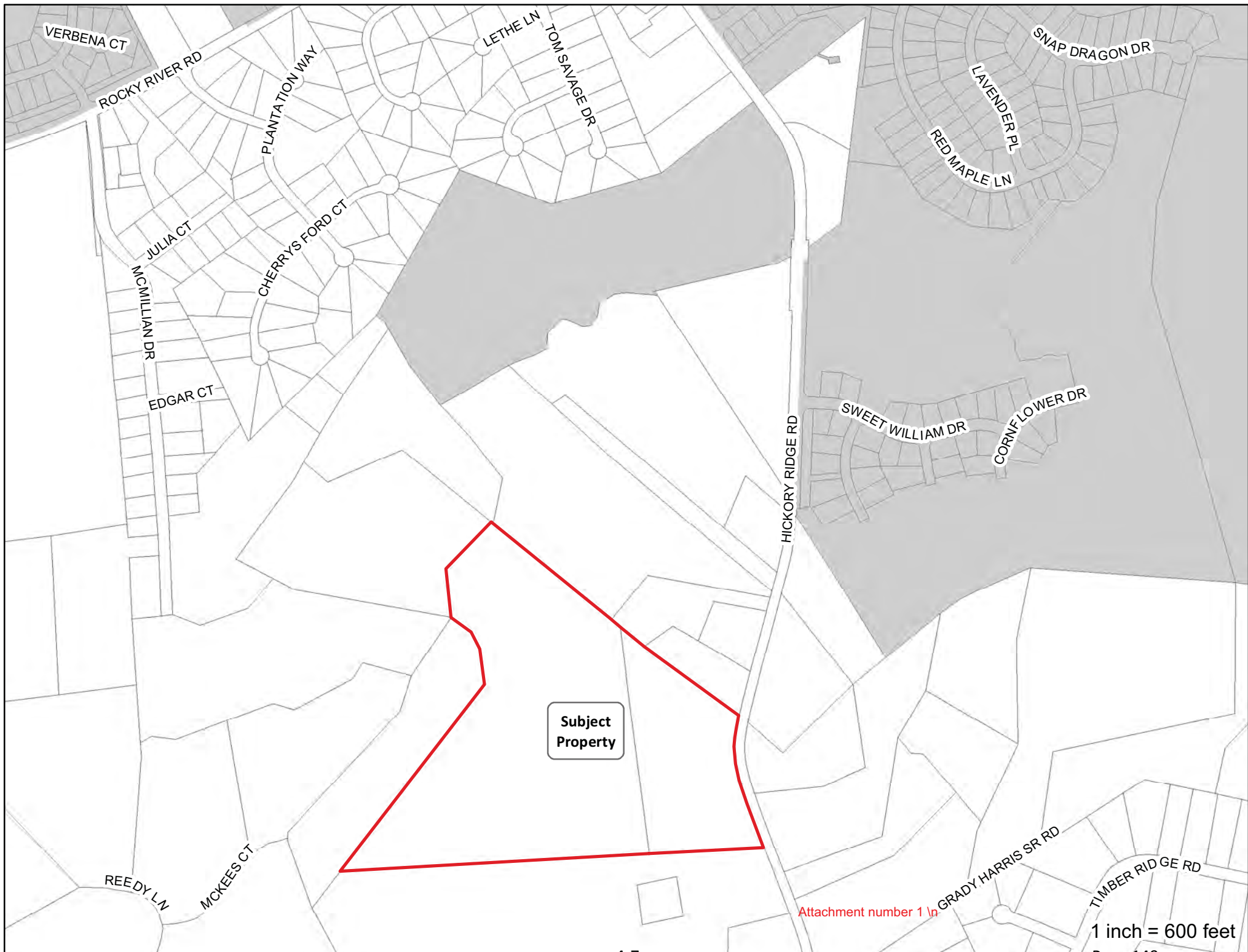
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Map](#)







CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

DECEMBER 4, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at December 18, 2017 Meeting

SUBJECT:

County Manager and Human Resources - Modifications to the Law Enforcement Fair Standards Labor Act (FSLA) 207(k) Fluctuating Workweek Method

BRIEF SUMMARY:

A narrative is attached detailing how the County has paid law enforcement officers under the FSLA 207(k) fluctuating workweek method. In preparing for the upcoming Public Safety Salary Study, a survey was taken of surrounding agencies to learn the method of paying their officers. That survey is attached. Based on the results of the study and the current practice of paying other public safety employees, staff is recommending changes to our payment policy. The recommendations are outlined in the narrative as follows: Move all exempt staff to a 2,080 annual calendar, and treat them as regular employees. Consider adopting the 2,080 calendar for all non-exempt and now pay them hour for hour up to 86, and then begin overtime pay thereafter. The estimated cost with all benefits is \$637,000. Funding for FY18 will be covered through lapse salary.

REQUESTED ACTION:

Motion to approve the changes to the payroll payment policy once the timesheet programming changes and testing can be completed.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Pamela S. Dubois, Senior Deputy County Manager

Lundee Covington, Human Resources Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Narrative](#)
 - ☐ [Backup Information](#)
-

Narrative:

The County follows the Fair Labor Standards Act (FLSA) which has two exceptions from its overtime rules for nonexempt employees who work different number of hours from week to week: the fluctuating workweek method and the section 207(k) exemption for law enforcement and firefighters. The 207 (k) exemption allows public employers to figure overtime compensation for law enforcement and fire enforcement based on work periods longer than the one week periods that apply to all other employees.

The County utilizes a 14-day cycle and overtime starts after 85.5 (FLSA states 86 hours but the county implemented 85.5 hours when we converted from the 28-day cycle to the 14-day cycle; therefore, the hours of 171 were cut in half to 85.5) hours are worked.

Non-exempt sworn law enforcement and detention officers are paid each pay period for 85.5 hours and overtime for hours worked over 85.5. We have some scheduled to work 8 hour shifts/80 hours per pay period and others are on 12 hour shifts and work 7 days for approximately 86 hours.

All exempt sworn law enforcement and detention offices are also paid each pay period for 85.5 hours and earn compensation time for hours that exceed 85.5.

Recently, a survey was completed for the following law enforcement agencies: Mecklenburg County, Union County, Rowan County, City of Concord, and City of Kannapolis.

Several issues were discovered:

1. All agencies pay their exempt staff on a 2,080 hour pay schedule except Cabarrus County.
2. There are many options in determining the hourly rate of nonexempt staff. Most agencies post an annual salary but use different hours to calculate the hourly rate. This will affect the overtime rate of pay. One exception is Mecklenburg:
 - a. Cabarrus uses 2,223 hours per year (annual)
 - b. Mecklenburg uses 2,080 hours per year (hourly rate)
 - c. Rowan uses 2,184 hours per year (annual)
 - d. Union uses 2,080 hours per year (annual)
 - e. Concord uses 2,229.84 hours per year (annual)
 - f. Kannapolis uses 2,184 hours per year (annual)
3. Cabarrus County is the lowest paid agency in the region aside from Rowan County.
4. Mecklenburg and Union County pay their staff hour for hour up to 86 hours per pay period and then overtime is paid on the 87th hour. All other agencies pay the same salary up to either 86 or 171 hours and then overtime is paid (except Cabarrus which is at 85.5 hours).

Another fact to point out is that the County recently converted all Emergency Medical Service staff to a 12-hour schedule from 24 hours. In doing this, overtime pay was increased for the staff. They are now paid overtime for every hour worked over 80 per pay period versus the previous fluctuating workweek method (detail about this method are attached for review).

Recommendation to the Law and Detention Agencies Pay Plan:

1. All exempt staff move to the Regular pay schedule like all other county employees and their work week is defined as 80 hours per pay period or 2,080 hours annually.

2. Consider adopting the 2,080 for all nonexempt staff and pay them hour for hour up to 86 hours and then overtime will start. This keeps in line with FLSA. There is a cost associated with this move. With salary and benefits, it is estimated at approximately \$637,000 annually.
3. Puts law enforcement and detention staff in better alignment with other Cabarrus County employees as well as competing neighboring agencies.
4. If approved, implementation will commence once the programming changes are made and tested.



NCDOL

N.C. Department of Labor



Cherie Berry
Commissioner of Labor

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FLUCTUATING WORKWEEK OVERTIME

Fluctuating workweek overtime pay is a way to comply with the overtime pay requirements of time and half pay for all hours worked in excess of 40 in a workweek when an employee's time fluctuates from week to week. Employers whose employees work a lot of hours part of the year and very little hours a week another part of the year usually use it. For example, fluctuating workweek overtime pay is often used by lawn maintenance companies and by golf courses.

Fluctuating workweek overtime is legal as long as the following conditions are met: 1) The employee must be on a guaranteed weekly salary which is paid to the employee as long as the employee performs any work in the workweek. No pay is required for a workweek in which the employee is out for the entire workweek and performs no work in that workweek. Pay periods can still be bi-weekly, semi-monthly, or monthly; but the work hours have to be computed weekly to determine the hours worked each workweek. For this reason, we suggest that pay periods be either weekly or bi-weekly when an employee is on a fluctuating workweek overtime pay schedule so the pay periods will correspond with each workweek. 2) The hours of the employee must fluctuate from workweek to workweek. However, there are no rules as to how much or how little the hours must fluctuate from workweek to workweek. 3) The regular hourly rate of pay which is used to base the half time overtime rate must be at least the minimum wage which is currently \$7.25 in North Carolina.

Here's how it works: Let's say an employee's guaranteed salary is \$400.00 a week and the employee works 50 hours one workweek. The employer is to divide the \$400.00 guaranteed weekly salary by 50 hours to get the regular hourly rate of pay for that workweek which computes out to be \$8.00 an hour. In this example, the employee actually earned \$8.00 an hour straight time rate for all the hours including the hours worked in excess of 40. Now the employer owes the employee the half time rate for the hours worked in excess of 40. In this example, it is for 10 hours. Please note that the overtime rate is a "time and a half rate" and the employee in this example has already received the "time rate" and is now due the "half rate" for the overtime hours worked in excess of 40. To do this, the employer is to divide the \$8.00 rate in half which computes to \$4.00 an hour for the "half rate" which is then multiplied by the 10 overtime hours which computes to \$40.00 [\$4.00 an hour X 10 hours = \$40.00]. The employee is due an additional \$40.00 gross for the 10 hours overtime worked in the workweek. In this example, the employee is due a total gross pay of \$440.00 for all of the hours worked in the workweek for both the straight time hours and the overtime hours [\$400.00 + \$40.00 = \$440.00]. The more hours worked in a workweek, the less the regular hourly rate of pay will be. The regular rate can go all the way down to the minimum wage, but that is it. Therefore, using the example of a guaranteed salary of \$400.00 a week, the most the employee could work in a workweek under the fluctuating workweek overtime method for this example is 55 hours [\$400.00 divided by \$7.25 an hour = 55.17 hours]. The overtime half time pay cannot be a part of the \$400.00 salary that is for the total straight time pay for all of the hours including the "straight time" pay for the hours over 40. The employee is still getting time and a half pay for the hours worked in excess of 40 in a workweek. Overtime hours are based on each individual workweek [each workweek stands on its own] and not by pay period or by month or by any other period of time. Therefore, an employer cannot base the overtime hours on the total hours worked in a bi-weekly or a semi-monthly pay period. To determine the number of overtime hours and for the calculation of overtime hours, each workweek stands on its own.

North Carolina Department of Labor
Wage and Hour Bureau
1101 Mail Service Center
Raleigh, NC 27699-1101
(919) 807-2796 or (toll-free NC only) 1-800-NC-LABOR
Web site: <http://www.nclabor.com>

Must Offer the job at a salary not an hourly rate to avoid paying for each individual hour worked.									
					2017 Starting				
					Salary/Deputy-Police	8/12 hr rate			
Cabarrus County - 14 day cycle	8 hr nonexempt	12 hr non exempt	8hr exempt	12 hr exempt	34,812.18	15.66			
Annual Hours for Rate	2223	2223	2223	2223					
Actual Reg Hours Paid/worked	85.5/80	85.5/84	85.5/80	85.5/84					
Same Hourly rate (Annual/80)	No, 85.5	No, 85.5	No, 85.5	No, 85.5					
Overtime earned	after 85.5	after 85.5							
Comp Time earned			after 85.5 up to 80 hrs	after 85.5 up to 80 hrs					
Accrual based on	8 hr. table/85.5	12 hr. table/85.5	8 hr. table/85.5	12 hr. table/85.5	8/12 hr	8/12 hr		10/1/2017	
Mecklenburg County - 14 day cycle	8 hr nonexempt	12 hr non exempt	8hr exempt	12 hr exempt	36,343.84	17.473	Starting	38,498.00	18.509
					45,429.28	21.841	Market Rate	48,123.00	23.136
Annual Hours for Rate	2080	2080	2080	2080					
Actual Reg Hours Paid/worked	80/80	86.33/86.33	80/80	86.33/86.33	12 hr				
Same Hourly rate (Annual/80)	Yes	Yes	Yes	Yes	38,161.03				
Overtime earned	straight time up to 86/OT after 86	straight time up to 86/OT after 86	No OT	No OT			Note: The 86 hour Captain is paid a 7.5% increase in pay to cover his extra hours worked. He loses this money if he returns to 8 hour shift.		
Rowan County - 28 day cycle	8 hr nonexempt	12 hr non exempt	8hr exempt	12 hr exempt	32,891.00	15.06	12 hours		
Annual Hours for Rate	2080	2184	2080	2184					
Actual Reg Hours Paid/worked	80/80	84/84	80/80	84/84					
Same Hourly rate (Annual/80)	Yes	No based Annual 2184 hrs	Yes	No based Annual 2184 hrs					
Overtime earned	No pay from 160 to 171, After 171 hrs worked, comp time	No pay from 168 to 171, After 171 hrs worked, comp time	After 40 hrs, comp time up to 40 hours	No comp from 168 to 171, comp after 171 up to 40 hours					
Union County - 14 day cycle	8 hr nonexempt	12 hr non exempt	8hr exempt	12 hr exempt	40,170.00	19.31	8/12 hours		
Annual Hours for Rate	2080	2080	2080	2080					
Actual Reg Hours Paid/worked	80/80	80.5/80.5	80/80	80.5/80.5					
Same Hourly rate (Annual/80)	Yes	Yes	Yes	Yes					
Overtime earned	Straight time up to 86, OT after 86 hours	Straight time up to 86, OT after 86 hours	No OT	No OT					
City of Concord - 28 day cycle	8 hr nonexempt	12 hr non exempt	8hr exempt	12 hr exempt	36,755.00	16.48	12 hours		
Annual Hours for Rate		2229.84	2080						
Actual Reg Hours Paid/worked		84/84	80/80						
Same Hourly rate (Annual/80)		No	Yes						
Overtime earned		No additional pay from 168 to 171, After 171 hrs worked	None						
City Of Kannapolis - 28 day cycle	8 hr nonexempt	12 hr non exempt	8hr exempt	12 hr non exempt	35,234.00	16.13	12 hours		
Annual Hours for Rate		2184	2080						
Actual Reg Hours Paid/worked		84/84	salaried						
Same Hourly rate (Annual/80)		No	Yes						
Overtime earned		Straight time up to 171, OT after 171	None						



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

DECEMBER 4, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at December 18, 2017 Meeting

SUBJECT:

Department of Human Services - FY18 HCCBG Funding Plan Revision

BRIEF SUMMARY:

The FY18 Home and Community Care Block Grant (HCCBG) funding plan was approved by the Board of Commissioners on June 19, 2017. That funding plan was based on FY17 data as the state had not released final numbers for FY18. The final numbers from the state and the Area Agency on Aging for FY18 are reflected in the attached document. Cabarrus County received a 2.85 percent increase in funding as compared to FY17. That increase was divided among all services with each receiving a 2.8 percent increase. This also increases the required match from the County by 2.85 percent.

REQUESTED ACTION:

Motion to approve the FY18 Funding Plan revision as submitted and authorize the Department of Human Services to prepare the associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Anthony Hodges, Adult and Aging Services Program Administrator

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

☐ [FY18 HCCBG Funding Revision](#)

NAME AND ADDRESS		Home and Community Care Block Grant for Older Adults														
COMMUNITY SERVICE PROVIDER		DAAS-732 (Rev. 2/16)														
Cabarrus County- Combined		County Funding Plan				County <u>Cabarrus</u>										
1303 S. Cannon Blvd		July 1, 2017 through June 30, 2018														
Kannapolis, NC 28083		Provider Services Summary				Revision# <u>1</u>		Rev Date: <u>11/16/17</u>								
Services	Ser. Delivery		A				B	C	D	E	F	G	H	I		
	(Check One)		Block Grant Funding				Required	Net*	USDA	Total	Projected	Projected	Projected	Projected		
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse. Rate	HCCBG Clients	Total Units		
Trans 250	x		81464			//////////	9052	90516	0	90516	5396	16.3087	4664	48500		
Medical Transp 033	x		66652			//////////	7406	74058	0	74,058	4040	17.8233	3816	36004		
In-Home II - Personal Care 042				145123		//////////	16125	161248	0	161248	8610	18.2091	24	8610		
In-Home III Personal Care 045				47697		//////////	5300	52997	0	52997	2500	20.6116	6	2500		
Congregate 180					107488	//////////	11943	119431	28628	148059	11406	10.1808	250	41310		
Home Delivered 020	x			72643		//////////	8071	80714	36000	116714	15872	4.9443	80	116999		
Housing/ Home Repair 140	x				48158	//////////	5351	53509	0	53509	#DIV/0!	#DIV/0!	70	#DIV/0!		
Adult Day Care 030					20675	//////////	2297	22972	0	22972	650	34.3631	6	650		
Adult Day Health 155					119119	//////////	13235	132354	0	132354	3100	41.5119	20	3100		
Senior Center Operation 170					89789	//////////	9977	99766	0	99766	#DIV/0!	#DIV/0!	4500	#DIV/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		
Total	////////	////////	148116	265463	385,229	798,808	88757	887565	64628	952193	//////////	//////////	13436	#DIV/0!		
*Adult Day Care & Adult Day Health Care Net Service Cost																
			ADC		ADHC											
Daily Care							Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.									
Transportation																
Administrative																
Net Ser. Cost Total																
							Signature, County Finance Officer				Date		Signature, Chairman, Board of Commissioners		Date	



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

DECEMBER 4, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at December 18, 2017 Meeting

SUBJECT:

Finance - Budget Write off of Capital Projects in the Construction and Renovation Fund and the School Construction Fund

BRIEF SUMMARY:

As the County and school projects are completed or transferred to other capital project funds, the budgeted revenues and expenditures need to be written off and their respected Project Ordinances reduced. The Construction and Renovation Fund had several projects that need to be written off through a budget amendment and project ordinance. 1) the Warehouse and Parking Deck have been moved to Fund 369; 2) the election equipment purchase, Northeast Fire Hydrant project and Arena bathroom projects are complete with the remaining balance of \$21,830.37 made available for future projects. The School Construction Fund also had several projects that need to be written off through a budget amendment and project ordinance. 1) Odell Elementary 3-5 School is complete; 2) Four school roof projects were completed and 3) Funds for Land purchases were transferred to other Capital Project funds, and the budget was reduced in the School Construction Fund.

REQUESTED ACTION:

Motion to write off completed or transferred project budgets in the Construction and Renovation Fund and School Construction Fund.

Motion to approve the related budget amendments and project ordinances.

EXPECTED LENGTH OF PRESENTATION:

3 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [Fd 343 Amendment-Const & Reno](#)
 - ☐ [Fd 343 Ordinance-Const & Reno](#)
 - ☐ [Fd 364 Amendment-School Const](#)
 - ☐ [Fd 364 Ordinance-School Const](#)
-

Budget Revision/Amendment Request

Date: 12/18/2017

Amount: \$2,286,000.24

Dept. Head: Susan Farrington - (prepared by staff)

Department: Finance

☐ Internal Transfer Within Department

☒ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose: This budget amendment is to close the following Construction and Renovation Projects that were budgeted in Fund 343 and moved to Fund 369 - 2017 LOBS for accounting purposes: IAM warehouse and Downtown Parking Deck. This budget amendment also closes the completed North East FD hydrant project, cleans up the Election Equipment project balance and moves remaining funds from the completed Arena Restroom Renovation Project to Other Improvements - Available.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
343	6	1950-6921-BUILD	Contribution from Capital Reserve	2,000,000.00	-	2,000,000.00	0.00
343	9	1950-9708-BUILD	Contribution to Capital Projects Fund	2,000,000.00	-	2,000,000.00	0.00
							0.00
343	6	1110-6902-Plot	Contribution from General Fund	86,000.00	-	86,000.00	0.00
343	6	1110-6921-Plot	Contribution from Capital Reserve Fund	160,000.00	-	160,000.00	0.00
343	9	1110-9708-Plot	Contribution from Capital Projects Fund	246,000.00	-	246,000.00	0.00
							0.00
343	6	1510-6910-EQUIP	Contribution from Capital Projects Fund	5,775.24	-	0.24	5,775.00
343	9	1510-9331-EQUIP	Minor Office Equipment	323,000.24	-	0.24	323,000.00
							0.00
343	6	2710-6902-HYDRA	Contribution from General Fund	40,000.00	-	40,000.00	0.00
343.	9	2710-9830-HYDRA	Other Improvements	40,000.00	-	40,000.00	0.00
							0.00

Attachment number 1 \n

343	6	8310-6921-BATH	Contribution from Capital Reserve Fund - BATH	100,000.00	-	21,830.37	78,169.63
343	9	8310-9830-BATH	Other Improvements-BATH	100,000.00	-	21,830.37	78,169.63
							0.00
343	6	0000-6921-AVAIL	Contribution from CRF AVAIL	80,162.42	21,830.37	-	101,992.79
343	9	0000-9830-AVAIL	Other Improvements - AVAIL	80,162.42	21,830.37	-	101,992.79
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
Total							0.00

Budget Officer

- ☐ Approved
☐ Denied

County Manager

- ☐ Approved
☐ Denied

Board of Commissioners

- ☐ Approved
☐ Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY CONSTRUCTION AND RENOVATION PROJECT BUDGET ORDINANCE

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

Section I.

- A. The project authorized is the various County construction and renovation related projects. Details of the projects are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Capital Reserve Fund Contribution	\$7,067,399
Rental – Tower Lease	726,098
Lease Proceeds (Robert Wallace Park)	3,666,394
General Fund Contribution	4,209,779
Sale of Fixed Assets	423,417
Contributions and Donations	117,036
Park & Recreation Trust Fund(PARTF) Grant	350,000
Capital Projects Fund Contribution	5,775

TOTAL REVENUES	\$16,565,898
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- D. The following appropriations are made as listed.

Tax Collector Renovation	\$163,500
BOE Election Equipment	323,000
County Website Design	283,750
Jail Camera Upgrade	117,000
LEC Law Enforcement Technology	786,932
Training & Firing Range Renovation	50,000
Courthouse Expansion	1,100,000
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	78,170
Arena –Aisle Safety Lighting	185,000
Arena – Marque Replacement & Sign	112,500
Landfill Retaining Wall	325,000
Veterans Services Improvements	85,000
Cooperative Ext. ADA Bathrooms	150,000
Furniture Replacements	178,723

Senior Center Parking Lot	64,476
EMS Heart Monitors	550,111
EMS Co-location – Concord Fire #11	375,000
Governmental Center ADA Bathrooms	205,000
ITS Fiber Technology Improvements	120,000
Unassigned	101,992

TOTAL EXPENDITURES	\$16,565,898
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GRAND TOTAL – REVENUES	\$16,565,898
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GRAND TOTAL – EXPENDITURES	\$16,565,898
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Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
 8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
 9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.

10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

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

Adopted this the 18th Day of December, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
_____, Chairman

ATTEST:

Clerk to the Board

Budget Revision/Amendment Request

Date: **12/18/2017**

Amount: **\$31,177,365.24**

Dept. Head: **Susan Fearington - (prepared by staff)**

Department: **Finance**

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose: This budget amendment is to close the following completed projects in the School Construction Fund: Odell Elementary 3-5, Rocky River Elementary Roof, Wincoff Elementary Roof, North West Middle Roof, and JM Robinson Roof. This budget amendment also adjusts the budget for land purchases moved and recorded in Fund 369 - 2017 LOBS and Fund 370 - 2018 LOBS.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
364	6	7342-6902	Contribution from General Fund	2,433,706.00	-	2,433,706.00	0.00
364	6	7342-6910	Contribution to Capital Projects Fund	323,098.75	-	323,098.75	0.00
364	6	7342-6921	Contribution to Capital Reserve Fund	19,681,863.40	-	19,681,863.40	0.00
364	9	7342-9485	Administrative Fees	64,999.99	-	64,999.99	0.00
364	9	7342-9606	Engineers	234,948.55	-	234,948.55	0.00
364	9	7342-9607	Architects	991,808.87	-	991,808.87	0.00
364	9	7342-9707	Contribution to Capital Reserve Fund	6,600.00	-	6,600.00	0.00
364	9	7342-9726	Cabarrus County Start-Up	300,382.73	-	300,382.73	0.00
364	9	7342-9801	Land Acquisition	750,031.00	-	750,031.00	0.00
364	9	7342-9803	Utility Extension	10,925.00	-	10,925.00	0.00
364	9	7342-9820	Construction	17,658,163.55	-	17,658,163.55	0.00
364	9	7342-9820-0599	Construction - Owner Costs	200,279.54	-	200,279.54	0.00
364	9	7342-9825	Contra Sales Tax	(334,145.58)	334,145.58	-	0.00
364	9	7342-9849	Site Development	526,176.00	-	526,176.00	0.00
364	9	7342-9860	Furniture and Equipment	848,186.93	-	848,186.93	0.00
364	9	7342-9862	Technology	923,566.74	-	923,566.74	0.00
364	9	7342-9864	Technology Infrastructure	256,744.83	-	256,744.83	0.00

Attachment number 3 in

364	6	7301-6902	Contribution from General Fund	586,633.26	-	586,633.26	0.00
364	6	7301-6910	Contribution from Capital Projects Fund	13,270.98	-	13,270.98	0.00
364	9	7301-9821	Building and Renovations	599,904.24	-	599,904.24	0.00
							0.00
364	6	7304-6910	Contribution from Capital Projects Fund	655,570.83	-	655,570.83	0.00
364	9	7304-9821	Building and Renovations	655,570.83	-	655,570.83	0.00
364	6	7310-6902	Contribution from General Fund	885,470.31	-	885,470.31	0.00
364	9	7310-982	Building and Renovations	885,470.31	-	885,470.31	0.00
364	6	7314-6902	Contribution from General Fund	198,671.00	-	198,671.00	0.00
364	6	7314-6910	Contribution from Capital Projects Fund	948,080.71	-	948,080.71	0.00
364	9	7314-9821	Building and Renovations	1,146,751.71	-	1,146,751.71	0.00
364	6	7210-6921	Contribution from Capital Reserve Fund	5,451,000.00	-	5,451,000.00	0.00
364	9	7210-9708	Contribution to Capital Projects Fund	5,451,000.00	-	5,451,000.00	0.00
							0.00

Total 0.00

Budget Officer

☐ Approved
☐ Denied

Signature

Date

County Manager

☐ Approved
☐ Denied

Signature

Date

Board of Commissioners

☐ Approved
☐ Denied

Signature

Date

Attachment number 3 \n

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	\$843,121
Capital Reserve Contribution	3,528,030
Capital Projects Fund Contribution	194,612

TOTAL REVENUES	\$4,565,763
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- C. The following appropriations are made as listed.

R. Brown McAlister School	\$30,000
Early College Site at RCCC	746,859
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	968,853
Harrisburg Elementary School Roof	685,531
Cox Elementary Sewer Relocation	25,000
Patriots Elementary Mobile Units	122,100
RCCC – HVAC Replacement	100,000
Available Other Improvements	77,367

TOTAL EXPENDITURES	\$4,565,763
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GRAND TOTAL – REVENUES	\$4,565,763
GRAND TOTAL – EXPENDITURES	\$4,565,763

Section II.

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

1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the

governing Board, and to the Finance Director for direction in carrying out this project.

- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this the 18th day of December, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
_____, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

DECEMBER 4, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at December 18, 2017 Meeting

SUBJECT:

Finance - Contractual Incentive Payment for SMG (Cabarrus Arena)

BRIEF SUMMARY:

The contract between Cabarrus County and SMG, the operator of the Cabarrus Arena and Events Center, includes annual incentive payments based on quantitative and qualitative measurements, as well as food sales volumes. The attached documents detail the calculations of the incentive amounts. This document has been reviewed by Finance staff and is in keeping with the contract. A budget amendment for the incentive payments is also included with this agenda item.

REQUESTED ACTION:

Motion to approve the incentive payments.

Motion to adopt the associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan Marshall, Deputy County Manager
Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [Incentive calculations](#)
 - ☐ [Incentive Amendment](#)
-



Cabarrus Arena Management Fees for FY2017

The management agreement between Cabarrus County and SMG outlines fees for SMG related to certain performance thresholds. This total fee is composed of a quantitative portion relating to Gross Operating Revenue and a qualitative portion relating to more subjective performance measures.

Quantitative Fee

For the year ending June 30, 2017, SMG surpassed the \$1,393,638 Gross Operating Revenue threshold that triggers the quantitative fee. Gross Operating Revenue for the year was \$1,447,732. In accordance with the management agreement, SMG should receive a quantitative fee which is the lesser of fifteen percent of Gross Operating Revenue in excess of the threshold or a quantitative fee cap equal to seventy-five percent of the base fee.

The calculated quantitative fee based on Gross Operating Revenue in excess of the threshold is as follows:

	\$ 1,447,732	Gross Operating Revenue
	- \$ 1,393,638	Fee Threshold
	\$ 54,094	Gross Operating Revenue in Excess of Fee Threshold
	x 15%	Percentage of Excess Revenue Available for Fee
①	\$ 8,114	Potential Quantitative Fee for FY 2017

The calculation to determine the quantitative fee cap is:

\$101,279	Base Management Fee
x 75%	Cap Percentage
\$75,959	Maximum Possible Quantitative Fee

Based on these calculations and the current management agreement, the quantitative fee due SMG for fiscal year 2017 is \$8,114.

Qualitative Fee

For the fiscal year ending June 30, 2017, Cabarrus County staff awarded SMG ninety-seven of a possible one hundred points in the subjective performance areas of customer service, maintenance and operations, and overall management. Applying the formulas outlined in the management agreement results in a qualitative fee to SMG of \$24,560.

\$25,320	Maximum Qualitative Fee per Agreement
x 97%	Percentage of Total Points Awarded to SMG
① \$24,560	Qualitative Fee Due SMG

Total Qualitative = ① = \$32,674

Attachment number 1 \n

SMG - Cabarrus & Events Center
Gross Revenue Statement
For the Twelve Months Ending June 30, 2017

	Current Month Actual	Current Month Budget	Current Month Variance	Year to Date Actual	Year to Date Budget	Year to Date Variance
Gross Ticket Sales	\$ 1,061,149	\$ 1,146,309	(85,160)	\$ 1,061,149	\$ 1,146,309	(85,160)
Rent	577,174	531,967	45,207	577,174	531,967	45,207
Total Ticket Sales / Rent	1,638,323	1,678,276	(39,953)	1,638,323	1,678,276	(39,953)
Service Revenue						
Advertising Billed	0	25,537	(25,537)	0	25,537	(25,537)
Sponsorship Income	0	0	0	0	0	0
Labor Billed	790	0	790	790	0	790
Changeover Setup Billed	112,042	90,243	21,799	112,042	90,243	21,799
Stagehands Billed	0	6,119	(6,119)	0	6,119	(6,119)
Security Billed	56,703	37,870	18,833	56,703	37,870	18,833
Ushers & Ticket Takers Billed	28,421	29,542	(1,121)	28,421	29,542	(1,121)
Box Office Billed	10,782	10,009	773	10,782	10,009	773
Ticket Services Billed	0	0	0	0	0	0
Utilities Billed	27,775	25,310	2,465	27,775	25,310	2,465
Police or Fire Billed	0	0	0	0	0	0
Traffic Control Billed	19,929	21,647	(1,718)	19,929	21,647	(1,718)
EMT Medical Billed	8,035	10,309	(2,274)	8,035	10,309	(2,274)
Production Materials Billed	0	0	0	0	0	0
Cleaning Billed	105,804	95,402	10,402	105,804	95,402	10,402
Other Labor Billed	76,490	45,119	31,371	76,490	45,119	31,371
ASCAP / BMI Billed	0	0	0	0	0	0
Insurance Billed	0	0	0	0	0	0
License & Permits Billed	11,663	9,263	2,400	11,663	9,263	2,400
Telephone Billed	0	0	0	0	0	0
Equipment Rental Billed	84,559	96,197	(11,638)	84,559	96,197	(11,638)
Damages Billed	750	75	675	750	75	675
Other Production Billed	123,043	101,690	21,353	123,043	101,690	21,353
Other Services Billed	845	925	(80)	845	925	(80)
Total Service Revenue	667,631	605,257	62,374	667,631	605,257	62,374
Gross Direct Event Revenue	2,305,954	2,283,533	22,421	2,305,954	2,283,533	22,421
Gross Ancillary Revenue						
F & B Concession Sales	424,512	384,793	39,719	424,512	384,793	39,719
F & B Catering Sales	238,526	235,455	3,071	238,526	235,455	3,071

An SMG Managed Facility

SMG - Cabarrus Arena & Events Center
Gross Revenue Statement
For the Twelve Months Ending June 30, 2017

	Current Month Actual	Current Month Budget	Current Month Variance	Year to Date Actual	Year to Date Budget	Year to Date Variance
Novelty Sales	8,543	9,054	(511)	8,543	9,054	(511)
Parking Revenue	180,694	163,280	17,414	180,694	163,280	17,414
Total Ancillary Revenue	852,275	792,582	59,693	852,275	792,582	59,693
Other Event Related Revenue	43,908	19,626	24,282	43,908	19,626	24,282
Other Operating Income	34,886	29,000	5,886	34,886	29,000	5,886
Total Gross	\$ 3,237,023	\$ 3,124,741	112,282	\$ 3,237,023	\$ 3,124,741	112,282

An SMG Managed Facility

Cabarrus Arena & Events Center
SMG's Qualitative Incentive Survey – FY 2017 (July 2016 – June 2017)

I. CUSTOMER SERVICE

(Maximum 40 Points)

A.	Customer Survey Response	<u>9</u>	10
B.	Show Manager Feedback	<u>10</u>	10
C.	Client Responsiveness	<u>10</u>	10
D.	SMG/CVB Teamwork	<u>9</u>	10
Score		<u>38</u>	

Comments: Survey responses were excellent. The most common complaint on the Google comments was the parking fee. That is a County and promoter issue and not one with the management of the facility.

II. OPERATIONAL EXCELLENCE

(Maximum 20 Points)

A.	Preventative Maintenance	<u>5</u>	5
B.	Concessionaire Performance	<u>5</u>	5
C.	Facility Condition	<u>5</u>	5
D.	Safety/Security	<u>5</u>	5
Score		<u>20</u>	

Comments: There were very few comments on concessions and catering. The ones that did comment were positive. Facility condition is improving with sign and bathroom upgrades.

III. ADMINISTRATIVE EXCELLENCE

(Maximum 40 Points)

A.	Purchasing	<u>9</u>	10
B.	Contract Administration	<u>10</u>	10
C.	Financial Reporting	<u>10</u>	10
D.	Labor Management	<u>10</u>	10
Score		<u>39</u>	

Comments: Communication between SMG, Arena management and County staff has never been better.

Total score 97

Jonathan Marshall
Evaluator

10.6.2017
Date



Cabarrus Arena Food & Beverage Management Fees for FY2017

The current Food and Beverage Services Agreement between SMG, Cabarrus County, and SMG Food and Beverage, LLC sets a fee schedule if SMG Food and Beverage produces a profit at the Cabarrus Arena location. This schedule ties SMG Food and Beverage fees directly to profitability and provides a method of distributing profits between the parties to the agreement.

For the fiscal year ending June 30, 2017, SMG Food and Beverage produced \$82,555 Net Operating Income from operations on \$663,038 in Gross Revenue at Cabarrus Arena. Applying the formula specified in the Food and Beverage Services Agreement results in a fee of \$33,152 to SMG Food and Beverage.

\$663,038	Gross Food & Beverage Revenue
x 5%	Percentage of Gross Revenue Due SMG F&B
<u>\$ 33,152</u>	Food & Beverage Fee Due SMG F&B

The current Food and Beverage Services Agreement defines the term "Positive Net Operating Income" as Net Operating Income for the fiscal year less any profitability-related fee for that year. The agreement specifies that the first \$50,000 of Net Operating Income remains with the facility, the next \$50,000 goes to SMG Food and Beverage, and anything in excess of \$100,000 remains with the facility. This distribution results in a total of \$49,403 remaining with the facility and none to SMG Food and Beverage for the fiscal year ending June 30, 2017.

\$ 82,555	Net Operating Income
<u>- \$ 33,152</u>	SMG F&B Profitability-Related Fee
\$ 49,403	Positive Net Operating Income Available for Distribution - Amounts Less Than \$50,000 Remain with the Facility

Total Food & Beverage = \$33,152

0. *

663,038.00

0.05 =

33,152.00

0. *

SMG - Cabarrus Arena & Events Center
Food & Beverage Income Statement
For the One Month Ending June 30, 2017

	Current Month Actual	Current Month Budget	Last Year Actual	Year to Date Actual	Year to Date Budget	Last Year Actual
REVENUE						
Concession Revenue	\$ 11,341	\$ 13,071	\$ 22,556	\$ 424,512	\$ 384,793	\$ 416,577
Catering Revenue	10,267	15,852	15,921	238,526	235,455	245,691
Total Net Revenue	21,608	28,923	38,477	663,038	620,248	662,268
COST OF GOODS SOLD						
Concession CGS	4,695	5,583	8,099	148,879	136,341	136,689
Catering CGS	5,973	5,363	6,298	66,697	66,063	69,710
Total Cost of Goods Sold	10,668	10,946	14,397	215,576	202,404	206,399
DIRECT COSTS						
Concessions Labor	3,940	3,183	5,732	103,358	74,662	79,310
Catering Labor	5,500	3,433	4,083	54,655	40,592	45,759
Direct Concessions Costs	44	0	230	2,414	913	1,738
Direct Catering Costs	440	288	399	11,392	3,678	5,632
Total Direct Costs	9,924	6,904	10,444	171,819	119,845	132,439
GROSS PROFIT	1,016	11,073	13,636	275,643	297,999	323,430
INDIRECT EXPENSES						
Salaries Administration	6,983	7,185	6,926	85,079	86,264	84,618
General - Part-Time	979	250	2,283	9,529	3,000	6,333
Bonus - Performance	421	393	381	5,431	4,705	4,568
Auto Allowance	300	300	300	3,600	3,600	3,600
Payroll Taxes	346	812	625	5,125	9,689	6,694
Benefits	1,626	1,287	2,449	28,490	15,422	22,255
401 (k)	171	153	76	1,113	1,891	699
Workers Compensation Ins.	238	375	352	4,793	4,500	3,756
Travel	0	0	894	0	0	894
Meals & Entertainment	34	12	0	655	100	0
Meetings & Conventions	0	87	0	459	1,000	0
Over & Short	0	0	(30)	(148)	0	(160)
Employee Training	0	63	0	112	800	203
Equipment Rental	0	0	0	0	0	149
Operating Supplies-F&B	75	0	0	4,455	0	7,087

SMG - Cabarrus Arena & Events Center
Food & Beverage Income Statement
For the One Month Ending June 30, 2017

	Current Month Actual	Current Month Budget	Last Year Actual	Year to Date Actual	Year to Date Budget	Last Year Actual
Flower Decorations-F&B	577	0	0	737	0	649
Renewals & Replacements-F	0	250	0	587	3,000	1,686
Repair&Maintenance-F&B	0	0	0	617	0	307
Equipment Rental-F&B	0	0	0	0	0	571
Uniforms-F&B	199	0	0	873	0	0
Miscellaneous Operating Exp	0	0	0	480	0	1,267
Uniforms	0	19	0	323	250	270
Kitchen Supplies	1,663	413	683	7,718	5,000	6,221
F&B Base Fee	1,080	2,588	1,924	33,060	31,012	33,055
Total Indirect Expense	14,692	14,187	16,863	193,088	170,233	184,722
Net Income (Loss)	\$ (13,676)	\$ (3,114)	\$ (3,227)	\$ 82,555	\$ 127,766	\$ 138,708

6. COMPENSATION

Subject to all of the terms and conditions contained herein, and in consideration of the Services provided by SMGFB hereunder and SMG's grant to SMGFB of the right to provide the Services hereunder, the parties hereto shall be compensated, without setoff, as follows:

b A. SMG shall pay to SMGFB a base fee of five percent (5%) of the Gross Revenues (the "Base Fee"). Payment of the Base Fee shall be made from Gross Revenues on the twentieth (20th) day of each month in arrears for the most recently completed month during the Term and any Renewal Term.

B. In addition to the Base Fee and only in the event that for any Fiscal Year during the Term and any Renewal Term in which the Net Operating Income is zero or positive, SMG shall pay to SMGFB an incentive fee equal to five percent (5%) of Gross Revenue for any such Fiscal Year during the Term and any Renewal Term of this Agreement (the "Incentive Fee"). Payment under this Section 6B shall be made annually and in accordance with the terms set forth in Section 7 below.

d C. For purposes of this Agreement, the term "Positive Net Operating Income" shall mean Net Operating Income less any Incentive Fee payable under Section 6(B) above. Positive Net Operating Income for each Fiscal Year during the Term and any Renewal Term shall be distributed to the Facility and SMGFB as follows: (i) the first Fifty Thousand Dollars (\$50,000) of Positive Net Operating Income shall be for the account of the Facility, (ii) the next Fifty Thousand Dollars (\$50,000) of Positive Net Operating Income shall be for the account of SMGFB; and (iii) any Positive Net Operating Income in excess of \$100,000 shall be for the account of the Facility. Payments under this Section 6C shall be made annually and in accordance with the terms set forth in Section 7 below. e

7. REPORTING, ACCOUNTING, AND PAYMENT OBLIGATIONS

A. SMGFB shall keep complete and accurate records of all receipts in connection with the Services and shall keep complete and accurate books of account with respect thereof. The County and SMG shall have access, during business hours, to all books and records of SMGFB relating to its Gross Revenue and Operating Expenses. SMGFB will follow its established bookkeeping procedures and will make every effort to endeavor to comply with any County requests relating to the maintenance of records. The County and SMG shall have the right, at any time and from time to time, to cause nationally recognized independent auditors selected by the County or SMG to audit all of the books of SMGFB relating to the Services. If any such audit demonstrates that the amount due to the Facility as set forth in the Annual Statement (defined below in Section 7C) is materially understated or the amount due to SMGFB is materially overstated, SMGFB shall pay to Facility the cost of such audit and shall promptly pay to the Facility that proper amount of the understatement or the overstatement, as the case may be.

B. SMGFB shall provide the manager of the Facility with a summary for each event including sales by category (i.e. concessions vs. catering, and food vs. beverages), inventory sales, register sales, and cash overages and shortages in a form specified or approved by SMG within seven (7) days of the completion of the event.

C. On or before ninety (90) days following each Fiscal Year during the Term and any Renewal Term, SMGFB shall provide the manager of the Facility with a statement ("Annual

Budget Revision/Amendment Request

Date: 12/18/2017

Amount: \$65,826.00

Dept. Head: Susan Fearington - (prepared by staff)

Department: Finance - Arena

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose: This budget amendment appropriates fund balance from the General Fund and allocates funds to pay the Arena performance management fees to SMG Management Company. The fees are calculated per the SMG/Cabarrus County contract dated July 1, 2015 and are related to specific profitability and performance measurements. Fees are composed of a quantitative portion relating to Gross Operating revenue and a qualitative portion relating to more subjective performance measures. The incentive for the Arena Operations is \$32,674 and the incentive for the Food & Beverage is \$33,152.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	1960-6901	Fund Balance Appropriated	816,000.00	65,826.00	-	881,826.00
001	9	1960-9741	Contribution to SMG	639,837.00	65,826.00	-	705,663.00
420	6	8310-6902	Contribution from General Fund	639,837.00	65,826.00	-	705,663.00
420	9	8310-9404	Performance Incentives	-	32,674.00	-	32,674.00
420	9	8310-9404-FSVC	Performance Incentives Food & Beverage	-	33,152.00	-	33,152.00

Total

Budget Officer

☐ Approved
☐ Denied

County Manager

☐ Approved
☐ Denied

Board of Commissioners

☐ Approved
☐ Denied

Signature

Signature

Signature

Date

Date

Date

Attachment number 2 \n

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**DECEMBER 4, 2017
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Limited Obligation Bonds 2017 (Update on Debt Issuance)

BRIEF SUMMARY:

On October 26, 2017, Limited Obligation Bonds (LOBS) totaling \$70,820,000 were sold on behalf of Cabarrus County to finance a new High School, Parking Deck and Performance Learning Center. The Finance Director will provide the outcome of the sale and provide a budget amendment, updated Project Ordinances and discuss the parking deck engineering contract.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to approve the budget amendment to record the 2017 Limited Obligation Bonds proceeds, the related project ordinances and authorize the County Manager to execute the parking deck engineering contract, subject to review and/or revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [Debt Closing Document](#)
 - ☐ [Debt Issuance Budget Amendment](#)
 - ☐ [LOBS 2017 Fund Proj Ordinance](#)
 - ☐ [Capital Rerserve Fund Proj Ordinance](#)
-

C L O S I N G M E M O R A N D U M

DATE: November 9, 2017

TO: Working Group

FROM: Joe Niggel
Jonathan McCoy

RE: *Cabarrus County, North Carolina*
Limited Obligation Bonds, Series 2017

The pre-closing for the above-referenced transaction will be conducted at the offices of Nexsen Pruet, PLLC, 227 West Trade Street, Suite 1550, Charlotte, North Carolina on Tuesday, November 7, starting at 3:30 pm. The transaction will close in this same office beginning at 9:30 am on Thursday, November 9, 2017, upon receipt of funds and release of the Bonds. It is anticipated that this closing will be conducted via mail.

I. Sources and Uses of Funds:

Sources of Funds:	Series 2017
Par Amount	\$70,820,000.00
Net Premium	8,374,879.25
Total Sources of Funds:	\$79,194,879.25

Uses of Funds:	
Project Fund – High School	\$63,208,250.00
Project Fund – Parking Garage	11,625,850.00
Project Fund – Learning Center	3,546,000.00
Cost of Issuance	448,260.19
Underwriter's Discount	366,519.06
Total Uses of Funds:	\$79,194,879.25

The following is the description of the payment to be made to Regions Bank as Trustee by Piper Jaffray relating to the Bonds at Closing:

Principal Amount	\$70,820,000
Plus: Net Premium	8,374,879.25
Less: Underwriter's Discount	(366,519.06)
Total Purchase Price	\$78,828,360.19

II. Wire Instructions:

- A. At approximately 9:00am (Eastern time) on **Thursday, November 9, 2017**, **Piper Jaffray** will send the following federal funds wires:

\$78,828,360.19
Wells Fargo Bank
ABA# 121000248
Account Number 2020050839788
Account Name: SEI Private Trust Co ACF Regions Bank
FFC: CID G067Z06
Contact: Tom Clower (404) 581-3740

- B. **Regions Bank.**, upon receipt of wire from Piper Jaffray:

- 1) Credit \$78,828,360.19 to the 2017 LOBs Acquisition and Construction Fund (representing Project Fund deposits of \$78,380,100.00 and Cost of Issuance of \$448,260.19)

Budget Revision/Amendment Request

Date: **12/18/2017**

Amount: **2,189,738.25**

Dept. Head: **Susan Farrington**

Department: **Finance - LOBS 2017 Fund/Cap Reserve Fd**

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose: This budget amendment adjusts the accounts in Fund 369 (LOBS 2017 Fund) for the final 2017 Limited Obligation Bond sale. It also records the return to Capital Reserve Fund for the PLC Equipment and Furniture (\$131,709) and Technology (\$200,000) that was subsequently included in the LOBS 2017 debt issue.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
369	6	0000-6918	Proceeds from COPS/LOBS	77,005,141.00		6,185,141.00	70,820,000.00
369	6	0000-6707	Premium on Debt issued	-	8,374,879.25		8,374,879.25
369	9	0000-9609	Legal Fees	1,000,000.00		185,220.75	814,779.25
369	9	7344-9864	Technology Infrastructure	-	1,115,000.00		1,115,000.00
369	9	7305-9862	Technology	-	414,250.00		414,250.00
369	9	1110-9606-DECK	Engineering - Parking Deck	252,895.00	200,000.00		452,895.00
369	9	1110-9660-DECK	Contingency - Parking Deck	440,000.00	180,000.00		620,000.00
369	9	7341-9864	Technology Infrastructure - PLC	-	134,000.00		134,000.00
369	9	7341-9860	Equipment and Furniture - PLC	131,709.00	131,709.00		263,418.00
369	9	7341-9862	Technology - PLC	200,000.00	200,000.00		400,000.00
369	9	7341-9860	Equipment and Furniture - PLC	263,418.00		131,709.00	131,709.00
369	9	7341-9862	Technology - PLC	400,000.00		200,000.00	200,000.00

Attachment number 2 \n

369	9	7341-9707	Contribution to Cap Reserve Fund from PLC	-	331,709.00		331,709.00
							0.00
450	6	7220-6910	Contribution from Capital Projects Fund	-	331,709.00		331,709.00
450	9	7220-9821	Building & Renovations	12,159,398.20	331,709.00		12,491,107.20
							0.00
							0.00

Budget Officer

- ☐ Approved
☐ Denied

County Manager

- ☐ Approved
☐ Denied

Board of Commissioners

- ☐ Approved
☐ Denied

Signature

Sianature

Signature

Date

Date

Date

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	\$997,000
Capital Reserve Contribution	5,049,665
Capital Projects Fund	7,179,803
Debt Proceeds	79,194,879

TOTAL REVENUES	\$92,421,347
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- C. The following appropriations are made as listed.

Parking Deck Downtown Concord	\$13,583,850
New Cabarrus County High School	71,549,745
Performance Learning Center	4,000,000
Warehouse	2,141,264
Financing Costs	814,779
Other County Projects	331,709

TOTAL EXPENDITURES	\$92,421,347
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GRAND TOTAL – REVENUES	\$92,421,347
GRAND TOTAL – EXPENDITURES	\$92,421,347

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 18th day of December, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
_____, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY CAPITAL RESERVE CAPITAL PROJECT BUDGET ORDINANCE

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

Section I.

- A. The project authorized is for the purpose of accumulating and appropriating funds specifically for future County and School capital projects.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Contributions from General Fund	\$79,684,286
Contributions from CVB	573,771
Contribution from Capital Projects Fund	338,309
Interest on Investments	415,142

TOTAL REVENUES	\$81,011,508
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- D. The following appropriations are made as listed:

Mt. Pleasant Middle School	3,627,164
Royal Oaks Elementary	4,476,490
Kannapolis Middle School	4,729,355
Odell 3-5 Elementary School	19,755,175
Kannapolis Intermediate Renovation(Carver)	1,520,978
CBTC Campus Renovations, Safety, Security	184,075
CBTC A/C Unit Replacement Phase II	105,000
Concord Middle School Roof	884,359
Harrisburg Elementary School Roof	630,306
R. Brown McAllister School	30,000
RCCC – A/C Replacement	100,000
New High School-Weddington Road	8,341,495
Performance Learning Center	590,709
RCCC – Advanced Technology Center	1,580,396
New CCS Elementary School	2,437,001
Community College Renovations	280,043
Cabarrus County Schools – Buses FY16	875,000
Cabarrus County Schools – Mobile Units FY16	1,110,000
Cabarrus County Schools yellow buses (10) FY17	880,000
Cabarrus County Schools mobile units (20) FY17	2,400,000
Kannapolis City Schools yellow buses (5)	441,739
School Contingency	2,688,682
IAM Facility and Warehouse	2,141,264
Downtown Parking Deck	1,070,000
Tax Collector's Office Renovation	9,116
Frank Liske Park Overflow Parking Lot	24,908
Training & Firing Range Renovations	50,000
Public Safety Training Center	75,000

Carolina Thread Trail	50,000
FLP – Western Playground Restroom Facility	375,000
Arena Aisle Safety Lighting	185,000
Arena Marquee Replacement & Sign Enhancement	112,500
County Website Development	250,000
Renovations to 2325 Lake Concord Road	195,000
Courthouse Expansion	1,100,000
Arena Restroom Renovations	100,000
FLP Barn Restrooms	102,000
EMS Heart Monitors	550,111
EMS Relocation to Concord Fire #10	375,000
Government Center Bathroom ADA	205,000
Door Access & Security Cameras - Sheriff	70,000
ITS – Fiber Infrastructure Improvements	120,000
County Facility Projects	27,717
Robert Wallace Park	3,091,047
Park Projects/CVB	573,771
Other County Capital Projects	12,491,107

TOTAL EXPENDITURES	\$81,011,508
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GRAND TOTAL – REVENUES	\$81,011,508
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GRAND TOTAL – EXPENDITURES	\$81,011,508
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Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 2. The County Manager may transfer amounts up to \$100,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.

7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
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Section III.

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

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- 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 18th day of December, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____,
_____, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

DECEMBER 4, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at December 18, 2017 Meeting

SUBJECT:

Library - Policy Updates

BRIEF SUMMARY:

Updates have been made to the library system's Collection Development Policy, Meeting Room Policy, and Rules and Regulations for Conduct in the Library. All were approved by the Library Board of Trustees on November 16, 2017.

REQUESTED ACTION:

Motion to approve the policy revisions.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Emery Ortiz, Library Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Collection Development Policy \(changes marked in red\)](#)
 - ☐ [Meeting Room Policy \(changes marked in red\)](#)
 - ☐ [Rules and Regulations for Conduct in the Library \(changes marked in red\)](#)
-

Cabarrus County Public Library Collection Development Policy

I. Introduction

The mission of the Cabarrus County Public Library is connecting Cabarrus County citizens with information and resources that educate, enrich, and empower.

The purpose of this document is to outline Cabarrus County Public Library's policy regarding the development of the collection of materials. The Cabarrus County Public Library adheres to the following collection development principles:

- Cabarrus County Public Library serves customers of all ages and cultural backgrounds and realizes that customers have diverse needs, interests, value systems and reading abilities.
- Cabarrus County Public Library encourages parents to use the library with their children, and supports parents' rights and responsibilities to guide their children's reading and viewing of library materials. Library staff is available to assist parents and children to access and choose the most appropriate materials. The Cabarrus County Public Library does not make a determination of what children should read, view, or borrow from the library. The Library does not act *in loco parentis*, but provides materials that support parents and children's searches for diverse materials and ideas.
- Materials are provided in varying formats that meet the educational, recreational and informational needs expressed by customers and that represent divergent and alternative views. Not all materials will be suitable for, nor of interest to, all segments of the community. What may be offensive to one person may be significant and of value to another.
- Resource sharing is viewed as an additional means of providing customers access to a larger volume of materials and information.
- Purchase suggestions from customers are encouraged, both in general and in the development of special collections.
- Through a process of ongoing assessment and maintenance, collections are kept relevant in content and format and useful to customers.
- The Cabarrus County Public Library endorses and defends the concepts of intellectual freedom as protected by the United States Constitution. The Library adheres to the Library Bill of Rights as outlined by the American Library Association and the ALA's Freedom to Read Statement. [\[Available online and by request from the library system.\]](#)

II. Legal Responsibility

The ultimate responsibility for selecting materials for the Library rests with the Library Director, who in turn delegates selection responsibilities to the Collection Development Librarian. Additional input is solicited from staff.

III. Criteria & Format

In order to select materials, Cabarrus County Public Library uses the following criteria:

- Need for information in a subject area
- Suitability of reading level, interest, and treatment of subject for intended audience
- Accuracy of information
- Community and public interest
- Balance and diversity of viewpoint
- Timeliness of topic
- Positive reviews and/or widespread critical attention
- Reputation and/or authority of author, editor, illustrator, publisher or performer
- Locally/regionally produced or authored. However, the fact that an author or producer is/was a resident of Cabarrus County does not necessarily mean that the library will automatically select or accept copies of the item.
- Quality of writing or performance
- Durability and quality of production
- Price, format, and ease of use
- Availability of similar material within the community and other area libraries
- Space limitations. Shelving arrangements of materials are dictated by size of the branch library and size of the collection

A. Print Materials

1. Adult Print Materials

a. Non-fiction

Non-fiction titles written for teens & adults are placed in this collection. The library acquires materials of both permanent and current interest in all subjects, based upon the merits of a work in relation to the needs, interests, and demands of the community. Each item is evaluated in its entirety and not on the basis of a particular section.

b. Fiction

Fiction collections are a large component of the library collections. These collections of popular and literary works are geared to the variety of reading interests and needs of the community.

The Library does not actively select materials published by vanity presses, on-demand publishers, or self-published authors. However, if there is a request for a vanity press, on-demand, or self-published title, it may be considered for addition to the library's collection.

c. Graphic novels

Graphic novels [bound comic books] are collected based on the same selection criteria as fiction and non-fiction, with additional consideration for the quality of the artwork, which is an essential component of graphic works.

2. Teen Print Materials

a. Non-fiction

See section III A. 1. a. above

b. Fiction

The Teen fiction collection contains novels written specifically for patrons from approximately 12-18 years of age. Emphasis is on books that widen the boundaries of the adolescent's thinking, enrich his/her life, and help fulfill recreational or emotional needs. Plot, characterization, theme, writing style, and appropriateness for the teen reader are taken into account.

Selection criteria for adult fiction will also be followed when collecting Teen Fiction.

c. Graphic novels

See section III A. 1. c. above. Teen graphic novels are those written specifically for patrons from approximately 12-18 years of age.

3. Children's Print Materials

The Library's children's collections serve children from infancy through age twelve. Materials for this collection reflect the wide range of reading and interest levels that this age group includes. The children's collections exist to encourage children to develop a lifelong habit of reading for both recreational and informational needs.

Children's collections include the following types of print resources:

a. Easy Picture Books

The Easy collection is comprised of picture books of interest to all ages. Because the illustrations are the predominant feature, they are generally designed for adults to read to children.

b. Easy Non-fiction

The Easy non-fiction collection includes materials to serve the information needs of preschoolers & early elementary-age children. The subject matter, vocabulary, organization and scope must be age-appropriate.

c. Beginning Readers

The Beginning Reader collection is intended for newly independent readers and includes fiction & nonfiction titles. They are characterized by a controlled vocabulary, large print, heavy use of illustrations, and a limited number of pages.

d. **Juvenile Fiction**

This collection serves readers ready for longer chapters and more complex storylines. The books feature age-appropriate vocabulary and subject matter, with few illustrations.

e. **Juvenile Non-fiction**

The Juvenile non-fiction collection includes materials to serve the information needs of upper-elementary-age children through the sixth grade. The subject matter, vocabulary, organization and scope must be age-appropriate.

f. **Graphic Novels**

See section III A. 1. c. above. Children's graphic novels are those written specifically for patrons from approximately 5-12 years of age.

g. **Parent/Teacher Collection**

These books are in the children's collection, but are intended for use by parents and teachers. They focus on educational topics such as homeschooling, classroom management, lesson planning, etc. Titles in this collection are selected by the same criteria as other adult nonfiction.

B. Non-Print Materials

1. DVDs

DVDs will be collected for both children and adults. These collections are intended to provide quality entertainment and educational materials for home use. The primary emphasis will be on acquiring well-reviewed popular materials and unique items not widely commercially available.

2. Audiobooks

The Library's goal is to provide a collection of recorded instructional, educational, and quality literature that parallels most areas of the general collection. Every effort will be made to ensure that the print version of each title is available in the Library. Efforts are made to select on a variety of topics and to appeal to a range of interests.

The children's collection will also include Read-Alongs (CD and book). These read-alongs are designed for children to listen to the recording and read along with the book. Selection criteria for read-alongs follows that of audiobooks and children's print materials.

C. Other Collections

1. Reference

Reference materials are those designed by the arrangement and treatment of their subject matter to be consulted for definite items of information rather than to be read consecutively. They can provide quick, concise, and current information or they may serve as an index to other materials in the collection. Since they are typically used daily by the public and Library staff to answer specific questions, books in the reference collection are designated for use within the Library.

2. Genealogy/Local History

The Lore Local History and Genealogy Room at the Concord Library contains materials that aid in the study of local history, including genealogy and family history. It serves as the major reference collection for local history and genealogy within CCPL, though small circulating collections of basic works can be found at each Library location.

The primary geographic focus of the Lore Room collection is Cabarrus County, with a secondary focus on the immediately surrounding counties. Strong consideration is also given to materials related to North Carolina as a whole, and to other geographic areas that have historically been connected to Cabarrus County through in-migration and out-migration of the people who lived here. The collection also includes how-to guides for genealogy and local history research and bibliographic aids.

Local history materials are collected in any of the formats previously mentioned. Additional formats that may be found in the Lore Room include microfilm, maps, clipping/research files, manuscripts, scrapbooks, historical photographs, and digital files.

CCPL is not seeking to actively grow its archival collections, due in part to storage limitations and inability to provide optimal archival preservation conditions (e.g. strict temperature and humidity controls). However, the Lore Local History and Genealogy Room may consider donations of formally or informally published family histories that fall within the collecting scope above, provided that those histories include documentation of research sources in a standard citation format, and upon approval from library administration. The Lore Room does not collect raw or unorganized genealogical research notes, or electronic files exported from personal genealogy software programs.

3. Spanish Language

The Spanish language collections contain both print and non-print materials. Selection of Spanish language materials will follow the same criteria as for general material selection. The following guidelines have also been established for this collection:

- i. Adult Fiction: a combination of translated English bestsellers and novels written originally in Spanish will be included. The emphasis will be placed on novels written originally in Spanish.
- ii. Adult Non-fiction: this collection will contain general non-fiction titles that are representative of the regular adult non-fiction collection.
- iii. Children's Books: when possible, bilingual (English/Spanish) children's print materials will be selected.

4. Large Print

Large Print materials are collected for adult fiction and non-fiction. Selection of Large Print materials will follow the same criteria for general material selection.

5. Periodicals

Periodicals are selected and evaluated annually to supplement the book collection and to provide materials on current issues, for research, and for general reading. The Library selects **periodicals** of local, state and national interest, depending on the place of publication, the breadth of coverage, and the degree of fulfillment of reference or recreational needs.

6. eResources

This category includes computer-based information resources available via the Internet. In most instances, this material may be available to registered library users at remote locations via the Library's Web page.

This collection includes, but is not limited to, citation or full-text databases and instructional multimedia programs.

The Library is also a member of NC LIVE (www.nclive.org). The collection development of those databases is determined by the NC LIVE Librarians Council and does not necessarily reflect the policies of the Cabarrus County Public Library.

7. eBooks/eAudio

eBooks & eAudio are selected on the same criteria as print materials & audiobooks.

8. Other Formats

Launchpads are electronic tablets that come preloaded with games and other content. They are selected for addition to the collection based on the same criteria as other resources.

Additional formats may be added as they become available, depending upon public demand, cost-effectiveness, and availability or demise of other formats.

D. Other considerations

1. Replacements

While the Library attempts to maintain copies of standard and important works, it does not automatically replace all materials withdrawn due to loss or damage. In making a decision as to whether or not an item will be replaced, staff will consider the following factors:

- whether the item is still available and can be replaced
- whether another item or format might better serve the same purpose; whether there remains sufficient demand to replace the item
- whether updated, newer, or revised materials might better replace a given item; the number of copies held in the collection; the existing coverage of the subject within the collection; and the cost of mending versus the cost of replacement

2. Duplicates

Duplicate copies of **items** will be acquired when patron demand requires it. Generally, when an item has five or more holds or demand is anticipated due to popularity of author or media attention, duplicate copies will be acquired.

3. Donations

The Cabarrus County Public Library welcomes donations of both materials and money to purchase materials. **Monetary donations will be deposited into the Cabarrus County General Fund.**

Donations of material from individuals are examined and may be added to the collection under the same criteria used for purchasing materials. Materials such as outdated textbooks and encyclopedia sets are not accepted. All materials donated become the property of the Cabarrus County Public Library to be disposed of at the discretion of the Library staff. The Library does not assign a monetary value to donations for tax purposes, but does issue a receipt indicating the number of boxes or items given.

The library does not accept donated magazine subscriptions unless the Collection Development Librarian has previously approved the title. In order to be eligible for acceptance the magazine must meet the general selection criteria for other materials. Donated magazine subscriptions received by the library that have not been previously approved or do not meet selection criteria will be discarded immediately upon receipt at the Library.

Donations that are added to the collection are shelved with other materials in normal sequence. The Library does not provide special shelving or separate locations for donated items. Donated items, including memorials/honorariums,

are weeded according to the same criteria used for purchases, and are not retained indefinitely. [See section III. D. 6. below.]

Memorial gift books, or items purchased with memorial funds, may be plated with a library bookplate if the donor wishes. Books donated as memorials are identified with an appropriate plate with the donor's approval. The form for memorial gifts is available at any library branch.

4. Requests

Patron requests are honored as they meet the selection criteria outlined in the Collection Development Policy. Requests are submitted online or via paper form [see Appendix A.] Requests that are not purchased by the Library may be available via Inter-Library Loan (ILL).

5. Materials Not Purchased

The Library does not buy textbooks used by the local schools, colleges or universities; videocassettes, records, and music cassette tapes; Hooked-On-Phonics; or video games in any format. Other formats may be discontinued or withdrawn as demand wanes, or other determining factors are identified.

6. Weeding

Any material withdrawn from the collection remains the property of Cabarrus County, but may be sold at book sales in the library or disposed of at the discretion of the County. See Appendix C: *Cabarrus County Public Library's Weeding Guidelines* for information on how weeding decisions are made.

8. Reconsideration of Library Materials

Should a member of the community question the place of a book or other material in the collection, he or she may submit a "Request for Reconsideration of Library Materials" form to the Library Director. [See Appendix B.] This form is available in all Library locations. After completing this form the following procedure will be used:

1. The Library Director will answer the request in writing within fourteen working days.
2. Patron accepts written statement from the Library Director or patron rejects statement and requests in writing a hearing from the Library Board of Trustees.
3. The Library Director forwards request to the Library Board Chairman. At the Chairman's discretion, an emergency meeting can be called according to the rules stated in the By-Laws or the hearing can be scheduled at the next Board meeting. The Board Chairman conveys the time, place, and nature of the hearing in writing to the person issuing the request for reconsideration and to the Library Director.

4. At the hearing, the person issuing the request and the Library Director shall state their cases. The Board Chairman will serve as Mediator with the sole power to call additional witnesses as needed. The Library Board will meet separately and issue their decision in writing.

During this procedure the questioned material shall be in the possession, first, of the Collection Development Librarian, and then, if a hearing is necessary, will be made available to the Library Board members until a decision is reached.

APPENDIX A

LIBRARY REQUEST FOR PURCHASE

PLEASE PRINT

TODAY'S DATE: _____

Author: _____

Title: _____

Pub date/Format/ISBN/Notes: _____

Your Name: _____

Email: _____

Phone: _____

Library card# _____

Pickup Location (circle one): CON HAR KAN MTP

The Library does not automatically purchase all items requested.

This form may also be filled out online at the library's website.

APPENDIX B

Patron's Request for Reconsideration of Library Materials

CABARRUS COUNTY PUBLIC LIBRARY

CONCORD LIBRARY – 27 UNION STREET, N., CONCORD NC 28025

Please submit to Collection Development Librarian in writing. Thank you.

Date _____

Patron's Name _____

Telephone _____

Address _____

City/State/Zip _____

Title of Material _____

Format _____ Call # on spine _____

1. Have you read, viewed, or listened to the entire work? If not, what parts? _____

2. Why do you want the Library to reconsider this material? _____

3. Signature: _____

This form may also be filled out online at the library's website.

APPENDIX C

CCPL WEEDING GUIDELINES

What is weeding?

Weeding is withdrawing materials from the library's collection. Materials **are** typically withdrawn from the collection because:

- the item is in poor physical condition
- the item is no longer circulating regularly
- the item is a duplicate of a title that is not in demand
- the item contains outdated information **and is not of historic** interest
- the item no longer meets other current selection criteria

Why do we weed?

- *Collection Development*

Weeding is an integral part of collection development. It is critical in keeping our materials valuable and accessible for our patrons. Weeding has to be done regularly and systematically to insure a relevant, current, **and** well-used. With rapidly changing information, it is especially important to keep the collection current and reliable.

- *Shelf space*

No library is large enough to keep everything. We always strive for quality over quantity. Ideally, shelves should be 75 to 85 percent full **to ensure that our collection is easy to browse and that in-demand items can be found quickly**

- *Aesthetics*

The way library materials look is important. **We strive to have** attractive, clean books that are in good condition for **all library users**.

Who weeds?

Every staff member is responsible for weeding materials based on condition **and** is empowered to do so. Staff will defer to their supervisor regarding other weeding decisions.

When do we weed?

Weeding is an ongoing process that has to be done regularly. Weeding throughout the year reduces the number of materials withdrawn at one time.

As they weed, staff will inform the Collection Development Librarian of collection needs **and** request items to replace weeded titles **and** topics.

What do we weed?

We make use of The CREW Method to determine which items should be weeded. It offers six classic general guidelines under the acronym **MUSTIE** for the types of items to weed from your collection:

M = Misleading (materials that are factually inaccurate and /or have outdated information)

U = Ugly (materials that dirty, worn, torn, stained, damaged beyond repair)

S = Superseded (materials superseded by a new edition or by a much better book on the subject)

T = Trivial (materials of no discernible literary or scientific merit; usually of ephemeral interest in the past)

I = Irrelevant (materials that do not meet the needs and interests of the library's community)

E = Elsewhere (material or information is easily obtained through ILL or electronic resource)

What happens to weeded items?

Any material withdrawn from the collection remains the property of Cabarrus County, but may be sold at book sales in the library or disposed of at the discretion of the **library**.

APPLICATION FOR USE OF THE CABARRUS COUNTY PUBLIC LIBRARY'S PUBLIC MEETING ROOMS

(Please review rules for meeting room use prior to completing application.)

Date of Application: _____ Phone # for Public Information: _____

Name of Organization: _____

Name, Position in Organization, Contact Information of Person making application:

Name: _____ Position: _____

Address: _____ City _____ State/Zip Code _____

Telephone (Work) _____ (Home) _____ (Cell) _____

Email address: _____

My group requests the following room/s: (Please Select)

- | | | |
|---------------------|-------------------------------------------------------------|-----------------------------------------------------|
| Concord Library | <input type="checkbox"/> Small Meeting Room (capacity: 22); | <input type="checkbox"/> Auditorium (capacity: 120) |
| Harrisburg Library | <input type="checkbox"/> Meeting Room (capacity: 48) | |
| Kannapolis Library | <input type="checkbox"/> Meeting Room (capacity: 81) | |
| Mt Pleasant Library | <input type="checkbox"/> Meeting Room (capacity: 55) | |

Date(s) of Meeting: _____

Meeting(s) will start at: _____ and end at: _____ Estimated # of Attendees: _____

(Please Note: All meetings must be held during normal library hours of operation and conclude at least fifteen minutes prior to the library's closing time, unless otherwise approved by the Manager/Director.)

Purpose of the Meeting (see reverse for usage rules):

Refreshments may be served but must be limited to drinks and finger food. The group reserving the room is responsible for clean-up. Garbage cans, vacuum cleaner/carpet sweeper will be provided.

Will food and beverages be served: ☐yes ☐no Will you need access to the kitchen? ☐yes ☐no
Kitchen not available at the Kannapolis Library.

Will you need to use Library equipment? If so please check all that applies.

(Please note: you will be responsible for any damages incurred.)

- | | |
|-------------------------------------------------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> Wireless Microphone (Concord Only) | <input type="checkbox"/> Piano (Concord Only) |
| <input type="checkbox"/> Easel | <input type="checkbox"/> DVD Player |
| <input type="checkbox"/> Tables (indicate # __) (C - 6; H - 8; K - 10; M - 6) | |
| <input type="checkbox"/> Overhead Projector (Mt Pleasant Only) | |

On behalf of my organization, I have read the attached USAGE RULES and agree to comply with all regulations governing use of the meeting rooms, and on behalf of my organization, to assume responsibility to assure that all regulations are met.

Signature: _____ Date: _____ 1-14

POLICY FOR COMMUNITY USE OF CABARRUS COUNTY PUBLIC LIBRARY MEETING ROOMS

Library meeting rooms are primarily used for Library programming and meetings of Library support groups and staff. Library activities take precedence in scheduling the meeting rooms. When the rooms are not in use for library-sponsored activities, they are available for community use.

ROOM CAPACITY*:

LIBRARY	ROOM	MAXIMUM CAPACITY
Concord	Ruth Coltrane Cannon Auditorium	120
Concord	Small Meeting Room	22
Harrisburg	Meeting Room	48
Kannapolis	Meeting Room	81
Mt Pleasant	Meeting Room	55

**Local fire codes and/or available seating prohibit any occupancy in excess of those stated above for seated events.*

An application form must be completed and submitted to the Library. **Applications should be submitted no later than 1 month (28 days) prior to the event date.** Rooms may be reserved no more than 90 days in advance. Reservations are made on a first-come, first-served basis. **Events requiring multiple dates and/or recurring use must be approved by library administration.**

Library meeting rooms are available for civic, educational, cultural or other nonprofit-sponsored meetings. They are not available for strictly **social purposes, fundraising, recruiting (non-career related), sales or solicitation, proselytizing, or politically affiliated events.** The Library Director/Branch Manager may deny the use of library meeting rooms for violations of this rule, and/or upon determining the purpose of the event does not align with appropriate use.

All meetings must be scheduled to begin during regular library hours and end at least 15 minutes before closing time, **unless otherwise approved prior to the event.** Failure to vacate on time, **or to cancel an event without notice,** will jeopardize the group's future use of a meeting room.

Events in the library meeting rooms must not disrupt other uses of the library or disturb other library users.

Parents attending an event in the meeting room may not leave children under the age of 10 unattended in the Library.

No fees, including admission or donations, may be collected by any group other than Library support groups. Events sponsored by the Library or one of its support groups may allow sales by artists and writers.

In publicizing a meeting to be held in a library meeting room, the sponsoring group must be clearly identified. Groups must not imply library sponsorship or **endorsement** of their program or organization in their publicity/**marketing materials—including social media posts, printed materials, etc.—unless specifically cleared to do so in a collaborative or partnership event with the Library.**

Organizations using the meeting rooms are responsible for the cost necessary to repair any damage done to the meeting rooms or contents of the meeting rooms during the period of use.

Organizations using the library meeting rooms may serve refreshments under the following conditions:

- Refreshments are limited to non-alcoholic beverages and finger food.
- The user is responsible for clean-up, including disposing of all unused food and beverages.
- **No remnants (i.e. stains, crumbs) of food/drink are left on library furniture, floors, or other surfaces.**
- Failure to follow these conditions may result in the organization being banned from using the library facilities in the future.

Cabarrus County Government is a smoke free workplace. Smoking is not permitted in any library facility. Open flames, including candles, are also prohibited.

Some audiovisual equipment is available for use. See the Application for details. The library will provide limited instructions on use of equipment, and users must provide an individual who is capable of operating equipment.

Use of the piano at the Concord Library is limited to piano recitals organized by piano teachers and as part of approved library programs where use of the piano is an integral part of the event. The piano is tuned twice per year by the library. Piano teachers who wish for additional tunings must get approval from the Library Director, use the library's regular piano tuner and pay for the tuning themselves. The piano must remain plugged in at all times.

Cabarrus County Public Library Rules and Regulations for Conduct in the Library

The mission of Cabarrus County Public Library is connecting Cabarrus County citizens with information and resources that educate, enrich, and empower.

The Board of Trustees of the Library has adopted the following regulations so that the Library may provide an atmosphere conducive to appropriate use of their services and facilities. The public is required to comply with all library policies, including these Rules and Regulations.

1. **Noise.** Creating loud, unreasonable, and/or disturbing noises by persons, electronic devices or cell phones is not allowed. Cell phone ringers should be silenced. Cell phone or other electronic conversations must be conducted outside the library building. **Adults with children may be asked to step outside in cases of prolonged disruption.**
2. **Personal Conduct.** Disorderly conduct of any kind is not allowed. Alcohol and illegal drugs may not be possessed or consumed on library property. Sleeping is not allowed. Shirt and shoes must be worn at all times; clothing must be appropriately buttoned or zipped. Selling and/or soliciting of any kind is not permitted. Personal hygiene that constitutes a nuisance to other Library patrons and employees is not permitted. **Inappropriate conduct, aggressive behavior, or harassment of other library patrons will not be tolerated.** Blocking aisles, doorways, **restrooms**, stairways, elevators or ramps by people or property (including power cords) is prohibited. Large objects such as carts, bicycles or luggage may not be brought into Library facilities with the exception of baby strollers. Leaving personal property unattended is prohibited. All property must be within sight of the owner. Library staff are not responsible for the belongings of persons in the library.
3. **Smoking.** **Tobacco use of any kind is prohibited within 50 feet of any Cabarrus County owned facility, including all libraries. This includes eCigarettes and vaping devices.**
4. **Children.** Children under the age of ten and any person in need of supervision must be attended by a responsible adult at all times. Children up to the age of 17 must not be left at the library after closing time. For the safety of children, adult use of the children's area of the library is limited to use by parents and caregivers acting on behalf of children.
5. **Food.** Food and beverages may not be consumed in the library. Exceptions: bottled water and bottles for infants are allowed.
6. **Animals.** Only **service or** assistance animals may be brought into the building. The animal must be clearly marked as an official assistance animal. **Any service or assistance animals causing a disruption may be asked to leave the library.**
7. **Restrooms.** Library materials should not be taken into restrooms. Restrooms may not be used for changing clothes, washing clothes, washing hair, shaving or bathing.
8. **Library Property.** Furniture should not be moved or rearranged **without prior permission from library staff. Mistreatment or destruction of any County property—including library facilities, furniture, and materials—is not allowed.** Rollerblading or skateboarding is not allowed on library property.
9. **Library Staff.** **The harassment and/or ill-treatment of any library employee, volunteer, or representative will not be tolerated. Examples include, but are not limited to, aggressive behavior, sexual advances, inappropriate conversations, stalking behavior, threats, etc.**
10. **Illegal Conduct or Activities.** Any other illegal acts or conduct in violation of Federal, State, or local law, ordinance or regulation including G.S.14-208.18 (Sex offender unlawfully on premises) is not permitted. Carrying weapons of any type with the exception of those allowed under NC General Statutes and Cabarrus County Ordinance is not permitted.

Failure to comply with the Library's rules may result in exclusion from the Library for the day, or permanently and/or in arrest. Any behavior not specifically addressed in this document, but deemed a public hazard, safety violation, disruption, or nuisance is also subject to the following penalties and actions at the discretion of Library management. The order and severity of these penalties and actions may differentiate based on the egregiousness of the violation.

Warnings. When a violation of these regulations is observed by any library staff member, they will address the occurrence and provide a copy of this document upon request. Multiple warnings regarding the same behavior will require more severe action by library management.

Temporary Ban. Individuals causing disruption may be asked to leave the library for a day, or other length of time deemed appropriate by library management. This will include the individual's library card flagged as inactive for the designated length of time.

Contact of Law Enforcement. For individuals who refuse to comply with these rules and directives of the library and its staff, law enforcement may be called to assist in mediation and/or removing the individual.

Permanent Ban. Prolonged behavior that violates library policies and regulations may result in a permanent ban from all Cabarrus County libraries. The individual banned will receive a certified letter as official notice, reviewing their repeated violations. Law enforcement will be informed, and any attempt by the individual to return to the library will constitute as trespassing.

Any disputes of these regulations or actions may be address with the Library Director. Appeal of a ban will go before the Board of Library Trustees and must include a written statement.



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**DECEMBER 4, 2017
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at December 18, 2017 Meeting

SUBJECT:

Planning and Development - Soil and Water Conservation District Board -
Contract for Farmland Preservation Grant

BRIEF SUMMARY:

The Soil and Water Conservation District Board has applied for and received funding from a state Farmland Preservation Grant to purchase development rights for permanent agricultural conservation easement on Michael Barrier Farm. Attached is the grant contract for approval and execution.

Farmland Preservation supports goals of both the Board of Commissioners, and the Soil and Water Conservation District Board by improving the quality of life for county citizens. Permanently protecting farmland ensures the land base necessary for the county's agricultural economy, while simultaneously keeping the tax burden low by maximizing the amount of land acreage where the cost of county services is lowest. The Soil and Water Conservation District Board has previously applied for and received grant funding to preserve a total of 307 acres of farmland.

REQUESTED ACTION:

Motion to accept grant award, execute any necessary documentation and contracts as well as adopt the associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

3 Minutes

SUBMITTED BY:

Daniel McClellan, Sr., Resource Conservation Specialist

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [ADFP Contract](#)
 - ☐ [ADFP Contract Part 2](#)
 - ☐ [Fund 460 Capital Project Ordinance](#)
 - ☐ [Budget Amendment](#)
-



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

October 31, 2017

Mr. Daniel McClellan
715 Cabarrus Ave, W.
Concord, NC 28027

NOTIFICATION OF FUNDING OFFER

Dear Mr. McClellan:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Farmland Preservation, I am pleased to inform you that \$60,146.00 for your project, Michael Barrier Farm Easement, was approved under the North Carolina Agricultural Development and Farmland Preservation Trust Fund.

Two original contract packets must be completed and returned notarized to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and notarized, as applicable, before they are returned to the address provided in your contract cover document. By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions, and specific reporting requirements.

All authorized representative signatures must be in blue ink. Use the Contract Check off List to ensure all attachments are included and are in the correct order for each contract packet.

One fully executed, original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Veronica Jamison at 919-707-3071, or feel free to send an email to veronica.jamison@ncagr.gov.

I would like to take this opportunity to thank you for participating in the North Carolina Agricultural Development and Farmland Preservation Trust Fund, which has been established to promote profitable and sustainable agriculture, conservation agreements and agricultural conservation easements.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures

cc: Kathryn L. Caler, M.L.S., Grants & Contracts Administrator

Contract Tracking (Funding from the Department)

This form should always be the first page of an offer or award package submitted to Grants & Contracts Section for review and processing. The Grants & Contracts Section will issue the Tracking and Contract numbers. The Division will add the NCGrants ID# and notify G&C of the ID#.

ADFP Trust Fund Tracking #: ADM-ADFP-17-004
Tracking #:

Contract #: 16-030-4020

NCGrants ID#:
(Non Profit, and For Profit Grantees)**CONTRACT TRACKING FORM**☐ Offer Date: 09/22/2017☐ Award Date:

1. Division: Farmland Preservation

2. Project Leader/Contact: Dewitt Hardee

Title: Program Manager

Phone: 919-707-3069

Email: dewitt.hardee@ncagr.gov

3. Division Contact if different from Project
Leader: Veronica Jamison

Title: Administrative Officer

Phone: 919-707-3071

Email: veronica.jamison@ncagr.gov

4. CRIS Program Name: Agricultural Development and Farmland Preservation

5. CRIS #: 1256

6. Grantor Name: ADFP Trust Fund

7. Grantor Agreement/Contract #:

8. CFDA # and Fed Program Name:

9. Project Title: Michael Barrier Farm Easement

10. Project Purpose: To protect the Farmland at Barrier Farm Easement

If salaries are included in the Contract amount, complete & attach page 1A for tracking purposes

11. Project Period: October 1, 2017 - September 30, 2019

12. County of Primary Service: Cabarrus

13. Type of Contract: ☐ Federal Pass Through ☒ State ☐ Other (Explain)

14. Sub Award Amount: \$60,146.00

15. Match Required: ☒ yes Amount: \$9,021.90 ☐ no

**For required match, complete & attach Page 1A for tracking purposes

16. Are Indirect Costs Allowable? ☐ Yes ☒ No

**If Yes – written prior approval from Budget & Finance must be obtained and attached

17. Retainage 20 % of Total Contract Award Withheld: \$12,029.20 ☐ No

**Special Appropriations & Lump Sum < \$100,000 or Waiver from Chief Deputy Commissioner on file

18. Equipment in the Amount of \$5,000 and Over to be purchased ☐ Yes ☒ No

**If Yes, complete & attach page 1A for tracking purposes

19. Account #: 536E06

20. Center #: 2108-1014-2017

21. Grantee Name: Cabarrus Soil & Water Conservation

22. Is the Grantee ☐ New or ☒ Existing23. Grantee Type: ☒ Non-Profit ☒ Governmental ☐ Private for Profit ☐ Individual☐ Other (Explain)

24. Grantee Tax ID: 56-6000281

25. Grantee DUNS 965929263

26. Tax Exempt Status Verified at Guidestar.org or IRS.gov - Initial & Date: 09/21/2017 VJ

27. Federal Debarment Status Verified at SAM.gov – Initial & Date: 09/21/2017 VJ

28. Grantee Fiscal Year End:

29. G.S. State Reporting Due Date:

(Grants & Contracts Section)Offer/Award: ☐ Yes ☐ No ☐ n/a Is the Grantee on the State's "Suspension of Funding List?"

Tax Exempt Status Verified at Guidestar.org or IRS.gov - Initial & Date:

Federal Debarment Status Verified at SAM.gov – Initial & Date:

Attach this page to Page 1A, and/or Page 2 when amending or revising a current Contract, as applicable.

Attachment number 1 in

10. PURPOSE STATEMENT

Total amount awarded for salaries & fringe benefits and/or wages: \$ _____

POSITION TITLE	NUMBER OF WORK HRS EXPECTED	SALARY OR HOURLY RATE OF PAY WAGE	FRINGE BENEFITS	TOTAL
Example: Consultant	60	\$100 p/h	N/A	\$ 6,000.00
GRAND TOTAL OF EACH COLUMN:				

15. LIST OF MATCH REQUIREMENTS

CATEGORY	IN-KIND MATCH AMOUNT	CASH MATCH AMOUNT
Example: Travel	\$ 1,000.00	
Survey	\$4,000.00	\$4,000.00
Appraisal	\$2,000.00	\$2,000.00
Environmental Assessment	\$2,500.00	\$2,500.00
Stewardship Endowment	\$1751.00	\$1751.00
Closing Cost	\$500.00	\$500.00
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
GRAND TOTALS OF EACH COLUMN:		\$10,751.00

EXPLAIN METHOD FOR TRACKING REQUIRED MATCH

- ☐ Individual Time Sheets
☐ Salary Registers
☐ Copies of Invoices
☐ Match Certification Statement from Grantee's Chief Financial Officer w/appropriate documentation attached
☐ Bank Deposits (Use of Cash Match Only)
☐ Travel Reimbursement Requests
☐ Other (Itemize Below)
- 1.
 - 2.
 - 3.
 - 4.
 - 5.

18. LIST OF EQUIPMENT TO BE PURCHASED

			PRIOR APPROVAL OBTAINED (\$5,000 & OVER)		
YES	NO	PENDING	DATE	ITEM	COST
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$

LIST EQUIPMENT TO BE RETURNED TO DEPARTMENT

ITEM	ID # NUMBER	CONDITION	DATE RECEIVED



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Steven W. Troxler, Commissioner

NCDA&CS Farmland Preservation – North Carolina Agricultural Development and Farmland Preservation Trust Fund

CONTRACT "CHECK OFF LIST" for Grantee

INSTRUCTIONS: CHECK THE "YES" BOXES IN LEFT COLUMN FOR THE DOCUMENT TITLES THAT ARE BEING RETURNED WITH THE TWO SIGNED, DATED and WITNESSED COPIES OF THE CONTRACT, WITH SIGNATURES IN BLUE INK. BE SURE TO INCLUDE ALL THE OTHER DOCUMENTS SPECIFIED IN YOUR CONTRACT PACKAGE. IF "X NO" HAS BEEN CHECKED OFF FOR YOU, THAT DOCUMENT IS NOT REQUIRED FOR THIS GRANT PROGRAM OR PROJECT.

GRANTEE ORGANIZATION NAME: Cabarrus Soil & Water Conservation District

PROJECT TITLE/NAME: Michael Barrier Farm Easement

CONTRACT #: 16-030-4020

TRACKING #:

ADFP TRUST FUND TRACKING #: ADM-ADFP-17-004

GOVERNMENTAL ENTITIES ONLY Check one Box	DOCUMENT TITLE <u>ALL SIGNATURES MUST BE IN BLUE INK</u>	DEPARTMENTAL USE - DOCUMENTS ATTACHED OR ON FILE	GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract "Check Off List" for Grantee	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract Cover (To be signed, dated & witnessed)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT A – General Terms & Conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT B – Scope of Work	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT C – Budget and Budget Narrative	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT D – Project Timeline	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT E – The Conservation Easement Content	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT F – Option to Purchase an ADFP Agricultural Easement	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT G – NC Openbook Supplemental Information	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT H – Performance Measures	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT I – Certifications and Assurances	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT J – Signature Card	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT K – W-9 Tax Information	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT L – Vendor Electronic Payment Form	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Effective 08/16

STATE OF NORTH CAROLINA

COUNTY OF WAKE



Departmental Use Only

CENTER: 2108-1014-2018

ACCOUNT: 536406

AMOUNT: \$60,146.00

**North Carolina Department of Agriculture and Consumer Services
Farmland Preservation**

**North Carolina Agricultural Development and
Farmland Preservation Trust Fund – Cycle X**

Governmental

CONTRACT # 16-030-AD20
NC GRANTS #

ADFP Tracking # ADM-ADF-17-004

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, North Carolina Agriculture Development and Farmland Preservation Trust Fund**, (the "Agency") and **Cabarrus County Soil & Water Conservation District**, (Grantee), and referred to collectively as the "Parties". The Grantee's federal tax identification number is 56-6000281 and is physically located in Cabarrus County, and is further located at 715 Cabarrus Avenue W. Room 301 Concord, NC 28801.

The purpose of this Contract is to encourage the preservation of qualifying agricultural, horticultural, and forestlands to foster the growth, development, and sustainability of family farms. The Grantee's project title is **Michael Barrier Farm Easement**. This Contract is funded by State appropriations. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends 06/30.

I. Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work (Attachment B)
4. Budget and Budget Narrative (Attachment C)
5. Project Timeline (Attachment D)
6. The Conservation Easement Content (Attachment E)
7. NC Openbook Supplemental Information (Attachment F)
8. Performance Measures (Attachment G)
9. Certifications and Assurances Section (Attachment H)
10. Signature Card (Attachment I)
11. W-9 Tax Information (Attachment J)
12. Vendor Electronic Payment Form (Attachment K)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

II. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

III. Effective Period:

This Contract shall be effective on **October 1, 2017** and shall terminate on **September 30, 2019**, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

IV. Grantee's Duties:

The Grantee shall conduct activities as described in Attachment B, Scope of Work, and in accordance with the approved budget in Attachment C and the approved timeline in Attachment D. In addition, the Grantee shall complete the activities as specified below.

- a. The Grantee shall be responsible for the acquisition of all permits and licenses required in the performance of the activities as described in the Scope of Work and for ensuring compliance with all applicable Federal, State, county, and local regulations.
- b. The Grantee shall provide the Agency with easement documentation reports, a copy of the title opinion, and a copy of the land survey. The Grantee shall also provide the Agency with progress reports, both financial and programmatic, semi-annually. Refer to the table below for the reporting period and due dates for progress and budget reports.

Reporting Period Covered	Date Reports are Due
October 1, 2017 - March 31, 2018	April 10, 2018
April 1, 2018 - September 30, 2018	October 10, 2018
October 1, 2018 - March 31, 2019	April 10, 2019
April 1, 2019 - September 30, 2019	October 10, 2019

In-kind and cash match shall be a part of the required financial reports, and documentation of the reported match shall be included with the reports. Documents shall be in the form of individual time sheets that have been signed by the individual employee and approved by the appropriate supervisor, travel logs and invoices for in-kind match; copies of checks, bank deposits and fund transfers for cash match. Other types of documents may be acceptable with the approval of the Agency Manager.

- c. The Grantee shall provide the Agency with a draft "Conservation Easement," pursuant to the format, terms, and conditions of an approved ADFP Trust Fund template easement. The ADFP Trust Fund Easement Templates and approved Partnership Templates can be downloaded from the ADFP Trust Fund website at www.ncadfp.org. The Agency legal counsel and ADFP Trust Fund program manager must approve additions, omissions, or modifications of said template. The final "Conservation Easement" must meet with Agency approval to remain eligible for funding.
- d. The Grantee shall provide the Agency with a copy of the properly recorded "Conservation Easement." The Agency shall not pay more than \$25,000 prior to the recording of the "Conservation Easement." At the time of a properly recorded "Conservation Easement," the Agency shall pay to the Grantee no more than 80% of the awarded grant amount. The Agency shall decrease the contract award amount based on current conservation easement appraisal, if applicable. The Grantee shall ensure that **35.52** acres are placed under an agricultural easement with no more than a 5% variance in recorded easement acreage without prior written approval of the Agency. The division of the funds used to purchase the agricultural easement from matching resources and Agency resources must be maintained as noted in Attachment C. The Grantee may request the Agency for an exception to the division of funds if the Agency is the only entity

providing easement funding. The Agency easement purchase shall not exceed 50% of the easement value.

- e. The Grantee shall also submit a final grant report. Included in the final report, the Grantee shall provide an accounting of final match claimed by the Grantee to fulfill the match requirement mandated under N.C.G.S. 106-744(c1)(1). The Agency will retain 20% of the awarded grant amount until the final report, including cash match and in-kind documentation and a copy of a properly recorded easement, is received and approved by the Agency. The final report and all invoices are due by the 10th of the month following the ending date of the contract and shall be paid within 60 days of the contract end date. If the final report, all invoices, and supporting documentation have not been received by the 10th of the month following the ending date of the contract the Grantee may not receive reimbursement and shall be considered ineligible for reimbursement. Refer to the table below for final reporting dates:

Reporting Forms	Date Reports are Due
Letter requesting Extension and Updated Timeline	June 30 th 2019
All progress reports, budget reports, reimbursement request, matching documentation and other reporting documents needed to close the contract	August 10, 2019
Final Reimbursement Payment	November 30, 2019

- f. After recording the "Conservation Easement" in the Register of Deeds Office, the Grantee shall annually notify the landowner and conduct a monitoring visit to the property to ensure that the easement agreement is being upheld. If structures are permitted under the easement, the Grantee shall review plans and monitor construction for compliance with the plans. Grantee monitoring shall be completed in accordance with the Agency "Conservation Easement Monitoring Policy and Guidelines" and amendments thereto. The Grantee shall complete and submit to the Agency the "Grantee Monitoring Checklist – Perpetual or Term Easement" to report its annual monitoring findings. The first "Grantee Monitoring Checklist – Perpetual or Term Easement" is due by December 31 of the following calendar year after the "Conservation Easement" recording, and annually thereafter.
- g. The Grantee shall complete all reports in a prescribed format, which shall be provided by the Agency. Reports and required documentation must be up-to-date in order for the Grantee to receive payments.
- h. All publicity and printed material regarding projects or activities supported in whole or in part by this shall contain the following language: "The project received support from the NC ADFP Trust Fund." The NCDA&CS ADFP Trust Fund logo (digital versions of which can be downloaded from the Agency website at www.ncadfp.org) shall be displayed in all the Grantee's publicity and printed materials relating to this grant.
- i. Non-compliance of grantee duties will result in an immediate suspension of existing Agency grant funding, and the Grantee shall be ineligible for further Agency grants until the noncompliance is corrected and the Agency has acknowledged the correction and the Grantee is in good standing.

V. Agency's Duties:

- a. The Agency shall provide the grantee with their eligibility classification status based upon the required reporting period as noted under "Grantee Duties" above. Grantee payments shall be reflected by eligibility classification status subject to the Agency policy.
- b. The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$60,146.00.

This amount consists of \$N/A in federal funds.

This amount consists of \$60,146.00 in State funds.

☐ a. There are no matching requirements from the Grantee.

☐ b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

<input type="checkbox"/>	In Kind	\$
<input type="checkbox"/>	Cash	\$
<input type="checkbox"/>	Cash and In-kind	\$
<input type="checkbox"/>	Cash and/or In-kind	\$
<input type="checkbox"/>	Other/Specify:	\$

☒ c. The Grantee's matching requirement is \$9,021.90, which consists of:

<input type="checkbox"/>	In Kind	\$
<input type="checkbox"/>	Cash	\$
<input type="checkbox"/>	Cash and In-kind	\$
<input checked="" type="checkbox"/>	Cash and/or In-kind	\$9,021.90
<input type="checkbox"/>	Other/Specify:	\$

☐ d. The Grantee has committed to an additional \$N/A to complete the project as described in Attachment B.

The contributions from the Grantee shall be sourced from non-federal funds.

The total Contract amount is \$69,167.90.

- c. The Agency shall initiate the monitoring protocols the year after the conservation easement recording unless directed prior to by the Commissioner of Agriculture.
- d. The Agency shall be responsible for the approval or denial of all required documentation and reports submitted by the Grantee and notify Grantee of its findings.
- e. The Agency may provide funding for monitoring and stewardship of ADFP Trust Fund easements. Funding is limited to 3% of the appraised easement value being purchased by the Agency and must be equally matched. The Agency shall approve the administrative account management and the monitoring / stewardship policies of the easement holder. The grant funding will be restricted to expenditures associated with monitoring and stewardship of the property.

VI. Conflict of Interest Policy:

The Agency has determined that the Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict of Interest Policy with the Agency prior to disbursement of funds.

VII. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VIII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

IX. Reporting Requirements:

The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.

X. **Payment Provisions:**

Upon execution of the contract, the Grantee may complete an "Initial Request for Payment" form for an amount not to exceed \$25,000. If the total grant amount is less than or equal to \$31,250, no more than 80% of the ADFP funds can be requested at this time. Invoices or other types of billing documents showing expenditure use of these funds shall be submitted and approved by the Agency before additional payment request can be submitted. The Grantee is limited to one payment request per month and shall be supported by appropriate invoices, or other types of billing documents. The Grantee may request from the Agency all remaining funds less 20% of the awarded grant amount (refer to Paragraph IV, Line D). At a later date, but prior to the expiration date of the contract, the Grantee may request the final payment; which is the remaining 20% of the awarded grant amount, upon the Grantee's submission of a final grant report determined to be in compliance with the Agency's reporting specifications. The Agency may withhold reimbursements if the Grantee fails to accomplish the milestones stated in Attachment B and D. All payments are subject to the availability of funds.

Payment shall be made in accordance with the Contract Documents and as described in the Scope of Work, Attachment B.

Upon expiration of the contract date, the Grantee shall have until the 10th of the following month that the contract ends, to get all documents and invoices to the agency in accordance with its approved budget in Attachment C. Should the grantee have unspent funding remaining at the expiration date of the contract, these unspent funds shall be immediately returned to the Agency. Under no circumstances shall the Grantee encumber or expend funds provided under this contract after the contract expiration date.

If this Contract is terminated prior to the original end date, the Grantee may submit a final "Request for Reimbursement" form. All unexpended funds shall be returned by the Grantee to the Agency within 45 days of the contract termination date. The Grantee shall also provide the Agency with a final report, in a format provided by the Agency, within 45 days of the contract termination date. The final report will be used by the Agency to determine the amount, if any, of expended funds to be returned to the Agency by the Grantee.

Eligible expenditures for payment must be within the fiscal period noted in the contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All matching funds, including in-kind and cash, **must be spent concurrently with funds provided by this Contract.** Match may not be from a similar appropriation source such as the ADFP Trust Fund grant funding. Both types of matching funds expended shall be accounted for on the Request for Reimbursement forms, and support documentation for all matching expenditures shall be included with the forms.

All travel reimbursements shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

Due to fiscal year ending June 30, any reimbursement request received after June 15 is subject to payment in the next fiscal year.

Indirect costs are not allowable expenditures under this Contract.

XI. **Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Veronica Jamison, Administrative Officer I 1001 Mail Service Center Raleigh, NC 27699-1001 Telephone: 919-707-3071 Fax: 919-716-0105 Email: Veronica.Jamison@ncagr.gov	Veronica Jamison, Administrative Officer I 1001 Mail Service Center Raleigh, NC 27699-1001

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Name: Daniel McClellan Title: Sr.Resource Conservation Specialist Company Name: Cabarrus Soil & Water Conservation District Post Office Address: 715 Cabarrus Ave. W. City: Concord State: NC Zip: 28027 Telephone: 704-920-3301 Fax: 704-795-6432 Email: wdmcclellan@cabarruscounty.us	Name: Clint Brooks Title: Resource Conservation Specialist Company Name: Cabarrus Soil & Water Conservation District Street Address: 715 Cabarrus Ave. W. City: Concord State: NC Zip: 28027 Telephone: 704-920-3303 Fax: 704-795-6432 Email: CLBrooks@Cabarruscounty.us

XII. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XIII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Will implement or already has implemented adequate internal controls over disbursements
- b. Pre-audit all invoices presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates
- d. Assure adequate control of negotiable instruments; and
- e. Have procedures in place to insure that account balance is solvent and to reconcile the account monthly.

XIV. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency. The Grantee will be responsible for the performance of all its subgrantees and shall not be relieved of any duties and responsibilities of this contract.

XV. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

[This Contract is continued on the next page.]

XVI. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

Grantee: Cabarrus County Soil & Water Conservation District

Signature of Authorized Representative Date

Printed Name Title

Witness:

Signature Date

Printed Name Title



North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner

Printed Name of Authorized Representative

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a

designated amount of public funds for a specific purpose.

- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency

Attachment Number 1 in

shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.

In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Attachment number 1 \n

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the

performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) Circular A-87, A-122, or A-21, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

Scope of Work – Michael Barrier Farm Easement	
Provide a background on the ownership and use of the proposed easement/agreement property. Include information on the history of the operation, local agricultural economy, and regional interests:	Michael and Dan Barrier inherited the land they now own and farm from their father, C. Lipe Barrier, a former Cabarrus Soil & Water Conservation District board member. Their grandfather, Cleveland Barrier, began the family farm, which may be Century Farm eligible when their late aunt's estate is settled. The farm included a dairy until the late 1980's. Michael, and Dan's son Landon, manage the cattle and row crop operations while Dan manages a firewood business on the farm. The Barrier's lease cropland in addition to the land they own. Michael is in the process of retiring and turning over the farming operations to Landon
Explain any threats of conversion to the proposed easement/agreement site. This should focus on actions that may occur within the next 5 years (This may include such items as condemnation, loss of supply and market infrastructure, inheritance or estate issues, etc.):	No
Describe any conservation or environmental practices implemented on the property:	Barrier Brothers Farm were early adopters of no till conservation farming two and a half decades ago. Michael was also an early participant in the state agricultural cost share program's 5-year crop sod-based rotation incentive practice on the tract proposed for a conservation easement where he lives. He and his nephew currently practice conservation tillage on this tract.
Explain any limitations on production due to lack of or distance from farm and agribusiness infrastructure (e.g. equipment parts and repair, feed, seed, fertilizer, chemicals, markets, processing, etc.):	Barrier Brothers are located close to John Deere and Southern States dealers in nearby Stanly County. Grain storage bins are located on the farm. Most equipment repairs can be handled in the farm shop.
Explain any actions the landowner(s) has taken to transition the land to future farmers or foresters:	Dan's son, Landon, is in the process of assuming full responsibility for the farming operation from his uncle, Michael Barrier. He has proven himself to be an astute decision-maker who has the ability to improve the profitability of the farming operation. The opportunity exists for a fifth generation of Barriers to continue the family's farming tradition, as his son, Levi, is involved fulltime in the farming operation.
Provide a brief description of the proposed conservation easement/agreement:	The proposed conservation easement would permanently protect a 35 acre parcel, including 23 ac. of cropland, 10 acres of forest and 2 acres of homestead areas, one of which is where Michael Barrier lives.
Provide specific outcomes to be achieved through this project:	Expand farm land base through purchase of more land, hopefully by taking advantage of an IRS 1031 exchange. Expansion of farm will buffer core operations from development. Existence of permanent agricultural conservation easement on a portion of Barrier Bros farming operation will improve the ranking of future applications/proposals for farmland preservation in the Mt. Pleasant area of Cabarrus County.

What community needs will the project serve?	Farmland protection through permanent agricultural conservation easements is foundational to sustainable agriculture in Cabarrus County. Farmland preservation on the urban/suburban fringe in areas like the towns of Locust and Mt. Pleasant is essential for a local food system in Cabarrus County and the region.
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Attachment C

Budget and Budget Narrative

Conservation Easement Budget Worksheet - Cabarrus SWCD - Barrier Farm

Expenditure Categories	Grant Funds Requested (For use in section titled "ADFP Trust Fund Grant Request Budget")	Secured Match (Written Letter of Commitment from matching funds source)	Unsecured Match (All match will be considered unsecured unless accompanied by Letter of Commitment)	Total Matching Funds Budget (For use in the section titled "Total Matching Funds Budget")	Totals (ADFP Trust Fund Grant Request + Secured Match + Unsecured Match)	Narrative (provide a short explanation of the purpose of the each expenditure line along and designation as cash or in-kind)
204 Travel (applicable state rates)				\$ -	\$ -	
207 Personnel and Administrative				\$ -	\$ -	
211 Stewardship Endowment	\$ 1,751.00	\$ 1,751.00		\$ 1,751.00	\$ 3,502.00	
212 Survey		\$ 4,000.00		\$ 4,000.00	\$ 4,000.00	
213 Appraisal		\$ 2,000.00		\$ 2,000.00	\$ 2,000.00	
214 Baseline Documentation Report				\$ -	\$ -	
215 Environmental Assessment/Audit		\$ 2,500.00		\$ 2,500.00	\$ 2,500.00	
216 Legal Fees		\$ 2,500.00		\$ 2,500.00	\$ 2,500.00	
217 Closing Costs		\$ 500.00		\$ 500.00	\$ 500.00	
220 Easement Purchase	\$ 58,395.00	\$ 58,395.00	\$ 116,790.00	\$ 175,185.00	\$ 233,580.00	35 acres

Total Project Budget	\$ 60,146.00	\$ 71,646.00	\$ 116,790.00	\$ 188,436.00	\$ 248,582.00	
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Grantee Signature: Daniel McClellan

ADFP Director Signature: Bennett Hester 9-12-17

Attachment D

Project Timeline

Project Timeline - Cycle IX

Quarter (Grant Year 1)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2017 - December 31, 2017	Select Survey , Select Appraisal, Begin Appraisal, Begin Deed, Written Easement			\$ -
January 1, 2018 - March 31, 2018	Finish Appraisal , Easement deed final title opinion, environmental assessment, finish survey	\$ 2,200.00	\$ 2,200.00	\$ 4,400.00
April 1, 2018 - June 30, 2018	Stewardship endowment, baseline report, purchase easement closing and legal fees	\$ 1,751.00		\$ 1,751.00
July 1, 2018 - September 30, 2018	Closing fees and legal fees	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00

Grant Year 1 Subtotals	\$ 6,951.00	\$ 5,200.00	\$ 12,151.00
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Quarter (Grant Year 2)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2019 - December 31, 2019				\$ -
January 1, 2019 - March 31, 2019				\$ -
April 1, 2019- June 30, 2019				\$ -
July 1, 2019 - September 30, 2019				\$ -

Grant Year 2 Subtotals	\$ -	\$ -	\$ -
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Entire Grant Period Totals	\$ 6,951.00	\$ 5,200.00	\$ 12,151.00
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Attachment E

The Conservation Easement Content

This instrument prepared by and return to:

ADFT TRACKING #

STATE OF NORTH CAROLINA
COUNTY OF _____

TAX ID/PARCEL/PIN

**WARRANTY
DEED OF CONSERVATION EASEMENT**

This Deed of Conservation Easement ("Easement") is granted on this ____ day of _____, 20__, by
_____, having and address of _____
_____, ("GRANTOR"), to
_____, having an address of _____
_____, ("GRANTEE"), the North Carolina
Department of Agriculture and Consumer Services (NCDA&CS) acting by and through the North Carolina Agriculture
Development and Farmland Preservation Trust Fund ("NCADFP Trust Fund"), for the purpose of forever conserving the
agricultural productivity of the Protected Property and its value for resource preservation and as open space. The Grantor,
Grantee, and NCDA&CS are collectively referred to as "**The Parties**".

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successor and assigns, and shall
include singular, plural, masculine, feminine or neuter as required by context.

RECITALS

WHEREAS, Grantor is the sole owner in fee simple, of a certain farm property identified in Exhibit A located in
_____ Township, _____ County, North Carolina and identified on the plat of property entitled
"_____
_____ Conservation Easement" prepared by _____
_____ which plat is recorded at Plat Book _____ Page _____,
_____ County Registry with said farm property totaling _____ acres covered by this Conservation Easement
(the "Protected Property").

WHEREAS, the Protected Property consists primarily of productive agricultural land and forest land. The
Protected Property also contains within its boundary buildings and/or improvements as shown on Exhibit _____ attached
hereto and incorporated herein. The majority of the soils on the Protected Property have been classified as "prime" or
"statewide important" soils by NRCS. It is the primary purpose of this Easement to protect the green space, silvicultural

and agricultural soils, and agricultural and silvicultural viability and productivity by limiting nonagricultural uses of the Protected Property.

WHEREAS, the Protected Property also includes outstanding woodland and riparian habitats for a variety of wildlife species of importance to the Grantor, the people of _____ County and the people of North Carolina.

WHEREAS, it is a secondary purpose of this Easement to protect the natural wildlife habitat, historical, and scenic resources. The agricultural, natural, wildlife habitat and scenic resources of the Protected Property are collectively referred to as the "Conservation Values" of the Protected Property.

WHEREAS, the specific Conservation Values of the Protected Property and its current use and state of improvement are described in a Baseline Documentation Report ("Report") prepared by the Grantee with the cooperation of the Grantor, and acknowledged by all parties to be accurate as of the date of his Easement. This Report may be used by the Grantee to document any future changes in the use or character of the Protected Property in order to ensure the terms and condition of the Easement are fulfilled. This Report, however, is not intended to preclude the use of other evidence to establish the present condition of the Protected Property if there is a controversy over its use. The Grantor and Grantee have copies of this Report, and said Report will remain on file at the office of the Grantee.

WHEREAS, the Grantor and Grantee agree that the current agricultural use of, and improvements to, the Protected Property are consistent with the conservation purposes of this Easement.

WHEREAS, the Grantor intends that the Conservation Values of the Protected Property be preserved and maintained, and further, Grantor intends to convey to the Grantee the right to preserve and protect the agricultural and other Conservation Values of the Protected Property in perpetuity.

WHEREAS, the consideration paid for this Conservation Easement does not represent fair market value of the Protected Property and it is the Grantor's intent to make a charitable contribution to Grantee. The fair market value of the Protected Property shall be determined by one of the valuation methods and rules that affect valuation as set forth in Regulation §1.170A-14(h)(3).

WHEREAS, the Conservation Purposes of the Easement are recognized by, and the grant of this Easement will serve, the following clearly delineated governmental conservation policies:

- (1) North Carolina General Statute 139-2 et seq., which provides that "it is hereby declared...that the farm, forest and grazing lands of the State of North Carolina are among the basic assets of the State and the preservation of these lands is necessary to protect and promote the health, safety and general welfare of its people... It is hereby declared to be the policy of the legislature to provide for the conservation of the soil and resources of this State;"
- (2) North Carolina General Statute 106-583 et seq., which states that "It is declared to be the policy of the State of North Carolina to promote the efficient production and utilization of the products of the soil as essential to the health and welfare of our people and to promote a sound and prosperous agriculture and rural life as indispensable to the maintenance of maximum prosperity;"
- (3) The Uniform North Carolina Conservation and Historic Preservation Agreements Act, North Carolina General Statute 121-34 et seq., which provides for the enforceability of restrictions, easements, covenants or conditions "appropriate for retaining in land or water areas predominantly in their natural, scenic, or open condition or in agricultural, horticultural, farming or forest use," and which provides for tax assessment of lands subject to such agreements "on the basis of the true value of the land and improvement less any reduction in value caused by the agreement;"

- (4) The establishment of the NCADFP Trust Fund established in 2005 (N.C.G.S. 106-744 (c)) to preserve important farmland in North Carolina; and
- (5) The special use assessment of farm and forest land as set forth in North Carolina General Statute 105-277.2 et seq.

WHEREAS, Grantor and Grantee have the common purpose of protecting the above described Conservation Values and current condition of the Protected Property and preventing conversion of the Protected Property to non-agricultural uses and Grantor agrees to create and implement a conservation plan (hereinafter the "Conservation Plan") that is developed utilizing the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12, and is approved by the Grantee

WHEREAS, the Grantee is a body politic existing under Chapter 153A of the North Carolina General Statutes, and is qualified to hold Easements under the applicable laws of the State of North Carolina and is a qualified organization under I.R.C. section 170(h). Further, the Grantee is eligible to receive NCADFP Trust fund monies pursuant to Article 61 of Chapter 106 of the North Carolina General Statutes.

NOW, THEREFORE, for _____ Dollars (\$ _____) and for the reasons given and other good and valuable consideration and in consideration of their mutual covenants, terms, conditions and restrictions contained herein, the Grantor hereby voluntarily grants and conveys to the Grantee, and the Grantee hereby voluntarily accepts, a perpetual Conservation Easement in the Protected Property, which Easement is an immediately vested interest in real property of the nature and character described herein. Grantor promises that he will not perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with the covenants contained herein. Grantor authorizes the Grantee to enforce these Covenants in the manner described below.

ARTICLE I. GENERAL

- 1.1. Statement of Purpose. It is the primary purpose of this Agricultural Conservation Easement to enable the Protected Property to remain in agricultural use by preserving and protecting its green space, wildlife, silvicultural and agricultural soils and agricultural and silvicultural viability and productivity by limiting nonagricultural uses of the Protected Property. No activity that would significantly impair the actual or potential agricultural use of the Protected Property, or that is otherwise inconsistent with the purposes of this Conservation Easement shall be permitted. To the extent that the preservation and protection of the natural, historic, recreational, habitat or scenic values referenced in this Easement are consistent with the primary purposes stated above, it is within the purpose of this Easement to also protect those values, and no activity that would significantly impair those values shall be permitted.
- 1.2. Perpetual Duration. This Conservation Easement over the Protected Property as further described in Exhibit A, shall be perpetual. It is an easement in gross, runs with the land and is enforceable by Grantee against Grantor as provided herein, and against Grantor's representatives, successors, assigns, leases, agents and licensees.
- 1.3. Extinguishment of Development Rights. Except as otherwise reserved to the Grantor in this Easement, the parties agree that all development rights appurtenant to the Protected Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Protected Property as it now or hereafter may be bounded or described, or used or transferred to any other property adjacent or otherwise, nor used for the

purpose of calculating permissible lot yield of the Protected Property or any other property by anyone including the Grantor and Grantee.

- 1.4. Compliance with other Regulatory Requirements. The Grantor is responsible for complying with any and all additional permits or regulation to use or develop the Protected Property under the terms of this Easement, including _____ City or County, State of North Carolina or Federal requirements, regardless of any reserved rights or permissions contained in this Easement Document.

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

- 2.1. Subdivision. Separate conveyance of a portion of the Protected Property, subdivision, partitioning or dividing the Protected Property is prohibited except as designated in Paragraph 3.4(c).
- 2.2. Industrial and Commercial Use. Industrial and commercial use of the Protected Property and access therefore is prohibited. This restriction does not prohibit the use of the Protected Property or construction of improvements primarily for agricultural, horticultural, forestry, silvicultural, lawful and customary rural enterprises, such as, but not limited to, a winery, bed and breakfast, saw mills, farm machinery repair enterprises and non-developed recreational purposes as more specifically defined herein. Conducting customary rural commercial enterprises on any other part of the Property is not permitted without the advance written permission of the Grantee in each instance. The Grantee shall not give such permission unless the Grantee determines that the proposed use will not substantially diminish or impair the conservation values of the Property.
- 2.3. Mining. There shall be no filling, excavation, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, peat, minerals, hydrocarbons or other materials, and no change in the topography of the land in any manner except as necessary for the purpose of farming operations or combating erosion of flooding and as reasonably necessary for any permitted maintenance, construction or reconstruction on the Protected
- 2.4. Dumping and Trash. Dumping or storage of soil, trash, refuse, debris, ashes, garbage, waste, abandoned vehicles or parts, appliances, machinery, or hazardous substances, or toxic or hazardous waste, is prohibited with the exception of agricultural products, byproducts (including the composting of biodegradable materials for on-farm use) and agricultural equipment used on the Protected Property, so long as such storage is done in accordance with all applicable government laws and regulations and in such a manner so as to not impair the Conservation Values of the Protected Property.
- 2.5. Signage. Display to the public of billboards, signs or advertisements is prohibited on or over the Protected Property, except to state the name of the property and its farmland status, including its easement status, the name and address of the occupant, to advertise an on-site activity, and to advertise the property for sale or rent, as allowed by the Sign Ordinance set forth in the City-County Unified Development Ordinance. Grantor shall be permitted to erect no trespassing signs, traffic or directional signs or warning signs as may be expedient and to post the property.

ARTICLE III. RIGHTS AND RESPONSIBILITIES RETAINED BY GRANTOR

Notwithstanding any provisions of this Easement to the contrary, the Grantor reserves to and for themselves and their successors all customary rights and privileges of ownership, including the rights to sell, lease, and devise the Protected

Property, together with any rights not specifically prohibited by or limited by this Easement, and consistent with the section 1.1., "Statement of Purpose". Unless otherwise specified below, nothing in this Easement shall require the Grantor to take any action to restore the condition of the Protected Property after any Act of God or other event over which they have no control. Grantor understands that nothing in this Easement relieves them of any obligation or restriction on the use of the Protected Property imposed by law. All activities permitted in this Conservation Easement shall be conducted in a manner consistent with the terms of this Conservation Easement that minimizes impairment of and interference with the Conservation Values, and is in accordance with applicable federal, state and local regulations.

- 3.1. Agricultural Production. Grantor retains the right to use the Protected Property for agricultural production or to permit others to use the Protected Property for agricultural production, in accordance with applicable law and in accordance with NRCS Conservation Plan.

As used herein "agricultural production" means any use consistent with the definitions contained in North Carolina General Statute §106-581.1 including but not limited to the production, processing, storage, or retail marketing of crops, livestock and livestock products. For purposes hereof, crops, livestock, and livestock products include, but are not limited to:

- (a) Crops commonly found in the community surrounding the Protected Property;
- (b) Field crops, including corn, soybeans, small grains, hay, potatoes, cotton, tobacco, herbs, and dry beans;
- (c) Fruits, including apples, peaches, grapes, cherries, nuts and berries;
- (d) Vegetables, including lettuce, tomatoes, snap beans, cabbage, carrots, beets, onions, mushrooms, and soybeans;
- (e) Horticultural specialties, seeds, Christmas trees, and flowers, production of sod or other crops where soil is removed above tolerable limits from the farm are prohibited;
- (f) Livestock and livestock products, including dairy cattle, beef cattle, sheep, swine, goats, horses, poultry, fur bearing animals, bees, milk and other dairy products, eggs and furs;
- (g) Timber, wood, and other wood products derived from trees;
- (h) Aquatic plants, aquatic animals, and their byproducts.

- 3.2. Right to Privacy. Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Protected Property. This Easement is not intended to create any rights of the public in, on or to the Protected Property.

- 3.3. Right to Use the Protected Property for Customary Rural Enterprises. Grantor retains the right to use the Protected Property, for otherwise lawful and customary rural enterprises, such as, but not limited to, farm machinery repair, sawmills, firewood distribution, for nature and historic tours, equestrian activities, and other passive or "Ecotourism", "Agritourism" and "Special Events" as defined herein, educational programs or farm meetings and like activities, so long as such activities are consistent with _____ County zoning regulations and permits required by and issued by _____ County under its laws and ordinances. Any structures required for permitted purposes shall be located only within the Farmstead Areas, as shown on Exhibit . Any permanent or temporary structure or otherwise addition to the impervious surface shall not cause the total impervious surface restriction of the Protected Property to exceed two percent.

Grantor has the right to establish and carry out customary rural enterprises provided said activities are compatible with the Conservation Purposes of this Conservation Easement and agriculture and forestry uses of the Protected

Property, and are subordinate to the agricultural and residential use of the Protected Property. The enterprises shall be conducted in the buildings required for the agricultural use of the Protected Property or the residences in which full time employees of the farm reside. Enterprises which market petroleum or chemical products are prohibited.

For purposes herein, the term "Ecotourism" shall be broadly defined to mean tourism and activities that are carried out in a relatively undisturbed natural area that serves as a tool for the education, appreciation, and promotion of natural and cultural heritage that has minimal negative impacts on the environment and farming resources of the Protected Property and promotes conservation and best management practices and provides constructive ongoing contributions to and for the local community.

The term "Agritourism" shall be broadly defined to mean those farming activities and traditional rural activities that are carried out on any agricultural location, including horticultural and agribusiness operations, that allow members of the general public, for recreational, entertainment, active involvement, or educational purposes, to view or enjoy rural activities, including farming, ranching, historic, cultural, harvest-your-own activities, or natural activities and attractions, or "Special Events" as defined herein, that have minimal negative impacts upon the environment and the Conservation Values of the Protected Property and are limited to "de minimis" access to and uses of the Protected Property. An activity is an agritourism activity whether or not the participant paid to participate in the activity.

The term "Special Events" shall be broadly defined to mean a one-time or infrequently occurring event outside normal "Agritourism" programs or activities that provides for an agriculturally based leisure, social or cultural experience outside the normal range of agritourism choices or beyond the everyday agricultural experience such as but not limited to: seasonal festivals, harvest celebrations, field days, square dances and the like. In no event shall "Special Events" exist on the Protected Property for more than seven (7) days per twelve (12) month period nor exist in a manner that negatively impacts the soils or Conservation Values. Any parking associated with such events shall be located within the Farmstead Areas and/or existing farm roads as depicted in Exhibit.

3.4. Procedure to construct Buildings and Other Improvements. The Grantor's rights to construct or reconstruct/repair buildings and other improvements are described in subparagraphs (a) through (c) below. Any construction or reconstruction not permitted below is prohibited. Before undertaking any construction or reconstruction that requires advance permission, the Grantor shall notify the Grantee and obtain written permission. All construction or reconstruction is subject to _____ City-County zoning regulations and must be consistent with permits required by and issued by the City and/or County of _____ under applicable laws and ordinances for such construction activities. Any building may be constructed under applicable laws and ordinances for such construction activities. Any building that may be constructed under this section may be repaired and replaced.

- a) **Fences.** Existing fences may be repaired and replaced, and new fences may be built on the Protected Property for purposes of reasonable and customary management of livestock and wildlife or to fence off the perimeter of the Protected Property without any further permission of the Grantee.
- b) **Paving and Road Construction.** Construction and maintenance of unpaved farm roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Protected Property by this Easement are permitted. Such roads shall be located so as to minimize impact to prime and unique soils on the Protected Property. No portion of the Protected Property shall

be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the advance written permission of the Grantee.

- c) **Lots.** In accordance with North Carolina General Statute 106-744(b)(1), not more than three lots that meet applicable county and municipal zoning and subdivision regulations may be created.

Landowner chooses one of the following

_____(Initial) The lots have been clearly subdivided and delineated on that plat referenced on Page One of this Conservation Easement.

_____(Initial) The right to subdivide three lots is hereby waived by Landowner.

- 3.5. Recreational Improvements. Grantor expressly reserves the right to engage in low impact non-developed recreational activities such as hunting, fishing, hiking, bird watching, etc. and to control access of all persons for the purpose of hunting and fishing, hiking, bird watching, etc. and to control access of all persons for the purpose of hunting and fishing; provided that these activities do not impact the protection and conservation of any animal habitat or other Conservation Values of the Protected Property.
- 3.6. Forest and Land Management. Pursuant to a forest management plan prepared by the North Carolina Forest Service or a North Carolina Registered Forester, trees may be removed, cut and otherwise managed. Land used for grazing, horticulture, crops and animal husbandry operations on the Protected Property shall be in a manner consistent with a Conservation Plan as required in Section 4.5.
- 3.7. Natural Resource Restoration and Enhancement Activities. Notwithstanding any terms contained within this Easement, Grantor may engage or contract others to engage in any activity designed to repair, restore, or otherwise enhance the natural resources found or once present on the Protected Property.

ARTICLE IV. ONGOING RESPONSIBILITY OF GRANTOR AND GRANTEE

This Easement is not intended to impose any legal or other responsibility on the NCDA&CS, or in any way to affect any existing obligation of the Grantor as owners of the Protected Property.

Among other things, this shall apply to:

- 4.1. Taxes. The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property. If the Grantee is ever required to pay any taxes or assessments on their interest in the Protected Property, the Grantor shall upon demand reimburse the Grantee for the same.
- 4.2. Upkeep and Maintenance. The Grantor shall continue to be solely responsible for the upkeep and maintenance of the Protected Property, to the extent it may be required by law. The Grantee and the State of North Carolina shall have no obligation for the upkeep or maintenance of the Protected Property.

- 4.3. Transfer of Protected Property. The Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which they transfer or divest themselves of any interest, including leasehold interests, in the Protected Property. The Grantor shall notify the Grantee in writing at least thirty (30) days before conveying the Protected Property, or interest therein. Failure of Grantor to do so shall not impair the validity of the Easement or limit its enforceability in any way.
- 4.4. Transfer of Easement. Subject to the contingent rights of the State of North Carolina with timely written notice and approval of the NCDA&CS, the Grantee shall have the right to transfer this Conservation Easement to any public agency or private nonprofit organization that, at the time of transfer, is a qualified organization under 26 U.S.C. Section 170(h) of the Internal Revenue Code, as amended and under NGS 121-34 et seq., provided the agency or organization expressly agrees to assume the responsibility imposed on the Grantee by this Conservation Easement. As a condition of such transfer, Grantee shall require that the conservation purposes intended to be advanced hereunder shall be continued to be carried out. If the Grantee ever ceases to exist or no longer qualifies under 26 U.S.C. Section 170(h) of the Internal Revenue Code, or applicable state law, a court with jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed by the Conservation Easement.
- 4.5. Conservation Practices. The Grantors, their heirs, successors, or assigns, shall conduct agricultural operations on the Protected Property in a manner consistent with a Conservation Plan prepared by Grantor in consultation with NRCS and approved by the Soil and Water Conservation district. This Conservation Plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on the date of execution of this Easement Deed. However the Grantor may develop and implement a Conservation Plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Protected Property, with advance notice to the Grantor, in order to monitor compliance with the Conservation Plan.
- 4.6. Inspection and Access. With reasonable advance notice to the Grantor or with the Grantor's prior verbal consent, **Grantee or NCDA&CS**, its employees and agents and its successors and assigns, shall have the right to enter the Protected Property for the purpose of inspecting the Protected Property to determine whether the Grantor, its successors or assigns are complying with the terms, conditions and restrictions of this Easement.
- 4.7. Enforcement. The Grantee shall have the primary responsibility for management, monitoring and enforcement of the terms of this Conservation Easement, subject to the rights of the NCDA&CS. Grantee shall complete and file the annual monitoring reports due on or before December 31 of each calendar as stipulated in ADFP Grant Contract # _____, a copy of which is kept on file with the NCADFP Trust Fund. The terms of said contract are hereby incorporated by reference as if fully set forth herein.

Grantee shall have the right to prevent violations and remedy violations of the terms of this Easement through judicial action, which shall include, without limitation, the right to being proceedings in law or in equity against any party or parties attempting to violate the terms of this Easement. Except when an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Protected Property, the Grantee shall give the Grantor and **NCDA&CS** written notice of the violation and **Grantor shall have** thirty (30) days to cure the violation, before commencing any legal proceedings. If a court with jurisdiction determines that a violation may exist or has

occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently. The parties agree that a court may issue an injunction or order requiring the Grantor to restore the Protected Property to its condition prior to the violation, as restoration of the Protected Property may be the only appropriate remedy. The failure of the Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time. In any case where a court finds no such violation has occurred, each party shall bear its own costs.

- 4.8. Rights of the State of North Carolina. In the event that the Grantee fails to enforce any of the terms of this Conservation Easement, as determined in the discretion of the NCDA&CS, the said Commissioner of Agriculture and their successors and assigns shall have the right to enforce the terms of this Conservation Easement through any and all authorities available under federal or state law.
- 4.9. Rights of Enforcement. Under this Conservation Easement, the State of North Carolina is granted the right of enforcement in order to protect the public investment. The Commissioner of the North Carolina Department of Agriculture (the Commissioner) or his or her assigns, on behalf of the State of North Carolina, may exercise this right of enforcement under any authority available under State or Federal law if Grantee fails to enforce any of the terms of this Conservation Easement, as determined in the sole discretion of the Commissioner.

The State of North Carolina shall have the right to recover any and all administrative and legal costs from the Grantee, including attorney's fees or expenses associated with any enforcement or remedial action as it relates to the enforcement of this Conservation Easement.

In the event that Grantee fails to enforce any of the terms of this Conservation Easement, as determined in the sole discretion of the Commissioner of Agriculture for North Carolina, the said Commissioner of Agriculture and his or her successors and assigns shall have the right to enforce the terms of the Conservation Easement through any and all authorities available under Federal or State law. In the event that Grantee attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this Conservation Easement without the prior consent of the Commissioner of Agriculture and payment of consideration to the State of North Carolina, then, at the option of the Commissioner of Agriculture, all right, title, and interest in the Conservation Easement shall become vested in the State of North Carolina.

ARTICLE V. REPRESENTATIONS OF THE PARTIES

- 5.1. Grantor's Title Warranty. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Protected Property in fee simple and has good right to grant and convey the Easement; that the Protected Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Easement, and that the Grantee shall have the use of and enjoy all the benefits derived from and arising out of his Easement subject to existing easements for roads and public and private utilities.
- 5.2. Grantor's Environmental Warranty. The Grantor hereby promises to hold harmless and indemnify the NCDA&CS against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Law by Grantor or any other prior owner of the Protected Property.

“Environmental Law” or “Environmental Laws” means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

“Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

- 5.3. Liability and Indemnification. Grantor agrees to indemnify and hold the Grantee, and the State of North Carolina harmless from any and all cost, claims or liability, including but not limited to reasonable attorneys’ fees arising from any personal injury, accidents, negligence or damage relating to the Protected Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly. Grantor is responsible for obtaining liability insurance covering the Property with limits deemed necessary by Grantor, in its sole discretion.

Grantor agrees to indemnify and hold Grantee and the State of North Carolina harmless from any and all costs, claims or liability, including but not limited to reasonable attorney fees arising from any personal injury, accidents, negligence or damage relating to the Protected Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly.

ARTICLE VI. MISCELLANEOUS

- 6.1. Recording. Grantee shall record this instrument in a timely fashion in the official record of _____ County, North Carolina, and may re-record it at any time as may be required to preserve the rights of the Grantee, the State, and the United States under this Easement.
- 6.2. Survival of Terms/Merger of Fee and Easement. The Grantor and Grantee agree that the terms of this Easement shall survive any merger of this fee and easement interest in the Protected Property. In the event the Grantee becomes owner of the Protected Property, or any portion thereof, Grantee shall transfer any right title and interest in this Easement to a third party in accordance with sections 4.4.
- 6.3. Amendment of Easement. This easement may be amended by a written instrument executed by the Grantee and the Grantor and approved by the Commissioner of Agriculture. Any such amendment shall be consistent with the Statement of Purpose of this Conservation Easement and with the Grantee’s Conservation Easement amendment policies, and shall comply with 26 U.S.C. § of the Internal Revenue Code or any regulations promulgated in accordance with that section. Any such amendment shall be recorded. Grantee shall give notice of any amendment to and secure approval from, the North Carolina Department of Agriculture and Consumer Services prior to signing and recordation and, must receive written consent prior to awarding the easement.

- 6.4. Procedure in the Event of Termination of Easement. If it is determined that conditions on or surrounding the Protected Property change so much that it becomes impossible to fulfill the conservation purposes of this Easement, a court with jurisdiction may, at the joint request of both the Grantor and the Grantee and with prior written consent of the State of North Carolina, as provided herein, terminate or modify the Easement created by this Easement in accordance with applicable State law.

If the Easement is terminated and the Protected Property is sold then as required by Section 1 of 170A-14(g) (6) of the IRS regulations, the Grantor, the Grantee, NC ADFP Trust Fund shall be entitled to recover the proceeds of the conservation easement based on the appraised fair market value of the conservation easement at the time the easement is extinguished or terminated, subject to any applicable law which expressly provides for a different disposition of the proceeds. The respective shares of the Grantor, the grantee, and NC ADFP Trust Fund shall be proportionate to the percentage of their original investment. The grantor's percent is ____%, the Grantee's percent is ____% and NC ADFP Trust fund's percent is ____%.

- 6.5. Procedure in the Event of Condemnation or Eminent Domain. Grantor and Grantee recognize that the sale of this Easement, or any part thereof, gives rise to a property right, immediately vested in the Grantee with a fair market value equal to the proportionate value that the Easement bears to the value of the Protected Property prior to the restrictions imposed by the Easement. Accordingly, if any condemnation or eminent domain action shall be taken, on all or part of the Protected Property, by any authorized public authority, said authority shall be liable to the Grantee for the value of the property right vested in the Grantee at the time of the signing of this Easement. NCDA&CS must consent to any such condemnation action.

If condemnation or a taking by eminent domain of a part of the Protected Property or the entire Protected Property by a public authority renders it impossible to fulfill any of the conservation purposes of this Easement on all or part of the Protected Property, the Easement may be terminated through condemnation proceedings. If the Easement is terminated and any or all of the Protected Property is sold or taken for public use, then, as required by Section 1 of 170A-14(g) (6) of the IRS regulations, the Grantee shall be entitled to the proportionate value of the Easement, which has been predetermined as the Protected Property's unrestricted value, subject to any applicable law which expressly requires for a different disposition of the proceeds. The Grantee shall use its proceeds consistently with the general conservation purposes of this Easement.

If this Easement is extinguished or terminated, the Grantor, the Grantee, and NC ADFP Trust Fund shall receive their proportional share of the Easement value at the time of termination. The respective shares of the Grantor, the Grantee, and NC ADFP Trust fund shall be proportionate to the percentage of their original investment. The Grantor's percent is ____%, the Grantee's percent is ____% and NC ADFP Trust fund's percent is ____%.

All termination-related or condemnation-related expenses incurred by the Grantor, the Grantee, and NC ADFP Trust Fund shall be paid out of each parties respective proceeds prior to distribution of the net proceeds as described herein.

- 6.6. Interpretation. This Easement shall be interpreted under the laws of the State of North Carolina , resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

- 6.7. Perpetual Duration; Severability. The Easement created by this Deed shall be a servitude running with the land in perpetuity. Every provision of this Deed that applies to the Grantor or the Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.
- 6.8. Subsequent Liens on Protected Property. No provision of this Easement should be construed as impairing the ability of Grantor to use the Protected Property as collateral for subsequent borrowing. Any such liens shall be and remain subordinate to this Easement.
- 6.9. Subsequent Easements/Restrictions on the Protected Property. The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Protected Property or otherwise diminish or impair the Conservation Values of the Protected Property is prohibited. Any such easements or restrictions shall be subordinated to this Easement.
- 6.10. Notices. Any notices required by this Easement shall be in writing and shall be personally delivered or sent by first class mail to the Grantor, Grantee, NCDA&CS, respectively, at the following address, unless a party has been notified in writing by the other of a change of address

To the Grantor:

To the Grantee:

To the State of North Carolina
N.C. Dept. of Agriculture & Consumer Services
NCADFP Trust Fund
2 West Edenton Street
Raleigh, NC 27601

- 6.11. Approval by Grantee. In any case where the terms of this Easement require the approval of the Grantee, unless otherwise stated herein, such approval shall be requested in writing to the Grantee, and the NCDA&CS if required, in accordance with section 6.11. In any provision of this Easement in which the Grantor is required to provide advance notice to the Grantee of any activity on the Protected Property, such notice shall be given not less than thirty (30) calendar days prior to the planned commencement of the activity. If the Grantee's approval is required, such approval shall be deemed withheld/disapproved unless Grantee provides to the Grantor written notice of approval within 30 calendar days of receipt of said request. If Grantor has received no response after said 30 calendar days, Grantor may send a second written notice to Grantee requesting a statement of the reasons for the disapproval and the Grantee shall respond within 30 calendar days with an explanation for the specific reasons and basis for its decision to disapprove.

- 6.12. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement. If any provision is found to be invalid, the remainder of the provisions of this Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
- 6.13. Availability or Amount of Tax Benefits. Grantee and NCDA&CS, acting by and through NCADFP Trust Fund make no warranty, representation or other assurance regarding the availability, amount or effect of any deduction, credit or other benefit to Grantor or any other person or entity under United States or any state, local or other tax law to be derived from the donation of this Easement or other transaction associated with the donation of this Easement. This donation is not conditioned upon the availability or amount of any such deduction, credit or other benefit. Grantee and NCDA&CS make no warranty, representation or other assurance regarding the value of this Easement or of the Protected Property. As to all of the foregoing, Grantor is relying upon Grantor's own legal counsel, accountant, financial advisor, appraiser or other consultant and not upon Grantee or NCDA&CS or any legal counsel, accountant, financial advisor, appraiser or other consultant of Grantee or NCDA&CS. In the event of any audit or other inquiry of a governmental authority into the effect of this donation upon the taxation or financial affairs involving Grantor or Grantor's heirs, successors or assigns or other similar matter then Grantee and NCDA&CS shall be reimbursed and indemnified for any cost or expense of any kind or nature whatsoever incurred by Grantee in responding or replying thereto.
- 6.14. Warranties and Representations of Owner. By signing this Easement, Grantor acknowledges, warrants and represents to Grantee that:
- (a) Grantor has had the opportunity to be represented by counsel of Grantor's and fully understands that Grantor is hereby permanently relinquishing property rights which would otherwise permit Grantor to have a fuller use and enjoyment of the Protected Property.
 - (b) There are no recorded or unrecorded leases or other agreements for the production of minerals or removal of timber from the Protected Property which would, if any of the activities permitted under such lease or other agreement was undertaken by Grantor, violate the covenants or restrictions in this Easement or otherwise defeat the conservation Purpose.

TO HAVE AND TO HOLD this Deed of Conservation Easement unto Grantee, their successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

GRANTOR:

By: _____ By: _____

Printed Name

Printed Name

Date: _____

ACKNOWLEDGEMENT OF GRANTOR:

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State, do hereby
certify that _____ personally appeared before me this day and
acknowledge the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this ____ day of _____, 20__.

(stamp)

Notary Public

My commission expires: _____

Accepted:

GRANTEE: _____

By: _____
Name and Title

ATTEST:

By: _____
Name and Title

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this ____ day of _____, 20__.

(stamp)

Notary Public

My commission expires: _____

ACCEPTANCE OF PROPERTY INTEREST BY THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

The North Carolina Department of Agriculture and Consumer Services, an agency of the State of North Carolina, hereby accepts and approves the foregoing Conservation Easement, and the rights conveyed therein, on behalf of the State of North Carolina.

By: _____

Jonathan Lanier

N.C. Department of Agriculture and Consumer Services

NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Jonathan Lanier personally appeared before me this day and acknowledged that due execution of the foregoing instrument.

Witness by hand and official stamp or seal this _____ day of _____, 20____.

Notary Public

(Official Seal)

My commission expires: _____

List of Exhibits

EXHIBIT A – Legal Description of the Protected Property

EXHIBIT B – Overview Maps

Exhibit B-1: Regional Context Map

Exhibit B-2: Multi-Easement Context Map

Exhibit B-3: Easement Area Context Map

EXHIBIT C – Current Conditions and Description Map

Exhibit C-1: Easement Area Description Map

Exhibit C-2: Easement Area Soils Map

Exhibit C-3: Current Conditions & Natural Resources Inventory Certification

EXHIBIT D – Easement Farmstead Locations

Exhibit D-1: Easement Area Farmstead 1 Map

EXHIBIT E – Easement Existing Impervious Surfaces

Exhibit E-1: Easement Existing Impervious Surface Map

Exhibit E-2: Easement Impervious Surface Calculations

OPTION TO PURCHASE AN ADFP AGRICULTURAL CONSERVATION EASEMENT

THIS OPTION TO PURCHASE A CONSERVATION EASEMENT ("Option") is made this Enter Day Number day of January, 2016 by and between Enter Landowner(s) Name(s), ("Seller"); and the Enter Grantee Organization Name ("Buyer").

RECITALS

A. For the purposes of notice, the addresses of the parties to this Option are:

SELLER:

BUYER:

Enter Seller Address

Enter Buyer Address (include Suite/Office Number)

Enter City, Enter State Enter Zip Code

Enter City, Enter State Enter Zip Code

B. Property legal description as described at Register of Deeds (County Deed Book and Page)

County	Deed Book	Page
Enter County Name	Enter Deed Book Page	Enter Page Number

C. It is the intention of both the Seller and Buyer that +/- Enter Number of Easement Acres acres of the Property is preserved with conservation easements and maintained for the preservation of use as crop, horticulture or forestry as described in N.C. General Statue 106 Article 61.

D. Seller acknowledges that Buyer enters into this Option in its own right.

E. Buyer is a conservation organization having among its purposes the acquisition on behalf of the public of open space, scenic, and recreational lands.

F. Seller acknowledges that Buyer enters into this Option Agreement as an initial step in the purchase of a conservation easement on +/- Enter Number of Easement Acres acres of the Property. The value of the conservation easement shall be determined by an appraisal performed to the Uniform Standards of Professional Appraisals Practice (USPAP) with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund.

G. By entering into this Option, Seller acknowledges that it will obtain independent tax counsel and be solely responsible for compliance with any requirement of the Code to substantiate the value of the conservation easement if claiming an IRS charitable contribution.

NOW, THEREFORE, the Seller hereby grants to Buyer, its successors and assigns, the exclusive and irrevocable option to Purchase a Conservation Easement on +/- Enter Number of Easement Acres acres on the Property.

This option is given on the following terms and conditions:

1. **OPTION PERIOD.** This option shall remain in effect through four years from the date of the signatures in this contract.

2. **EXERCISE.** All rights granted by this Option shall be exercised upon posting, by certified mail, a written notice to the Seller at the first address stated in the Recitals above. Exercise shall be deemed timely if such written notice is mailed on or before the date set forth in Paragraph 1 above.

3. **CONSERVATION EASEMENTS.** The Conservation Easement on the Property to be conveyed by Seller to Buyer, should Buyer exercise the Option granted herein, shall be in a form similar to the form of the draft conservation easement of the **ADFP Trust Fund Model Conservation Easement** as described in this contract and at www.ncadfp.org with such additional changes or modifications requested by Seller or Buyer, and agreed to by both parties with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund.

4. **PURCHASE PRICE.** The total purchase price of the Conservation Easement +/- Enter Number of Easement Acres acres shall be payable in cash at closing. The fair market value of the Conservation Easement shall be determined by an appraisal performed to the Uniform Standards of Professional Appraisals Practice (USPAP) with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund. The Conservation Easement shall be fixed as noted on the attached land map.

5. **CLOSING.** Closing will take place at the offices of the Buyer's closing attorney or at such other place as the parties may mutually agree when the conditions for closing set out in this Option have been met.

6. **TITLE.**

(a) At closing, the Seller will convey the Conservation Easements to the Buyer. At the time of conveyance, the Property shall be free and clear of all liens, encumbrances, restrictions, rights or exceptions except for exceptions of record approved by Buyer.

(b) During the period of time between execution of this Option and the recordation of the Conservation Easements, should Buyer exercise the Option granted herein, Seller shall not encumber the Property nor shall they grant any interest in the Property to a third party without the prior written consent of Buyer.

7. **TITLE DEFECTS.** Buyer, at its expense, will have the title to the Properties examined. If for any reason the Seller cannot deliver the Conservation Easements at closing with title to the Properties in the condition required by Section 6 of this Option, Buyer may elect to: (a) accept the Conservation Easements with title to the Property as it is; (b) refuse to accept the Conservation Easements in which case the consideration paid for this Option shall be refunded; or (c) allow the Seller additional time to pursue all reasonable efforts to correct the problem, including bringing any necessary quiet title actions or other lawsuits. If Buyer elects to refuse to accept the Conservation Easements, or Seller desires to not pursue reasonable efforts to correct the problem, the rights pursuant to the Option granted herein shall be null and void and the rights of the parties hereto shall terminate, with neither party hereto having any further right or obligation one against

the other pursuant to the terms hereof.

8. **DOCUMENTS FOR CLOSING.** The Seller shall execute and deliver at closing the Conservation Easements, any owner's affidavits or documents required by the Buyer's title insurance company to remove the standard title policy exceptions, and any other documents necessary to close in accordance with the terms of this Option.

9. **ACCESS.** The Buyer's obligations under this Option (if exercised) are contingent upon the Property having recorded, appurtenant, insurable legal access to a public road sufficient to allow the Buyer access to the Property to monitor the Conservation Easements.

10. **CONDITION OF PROPERTY.** During the period of time between execution of this Option and exercise of this Option, Seller shall do nothing to or with regard to the Property that shall damage or degrade the property, significantly alter its present appearance and value, or otherwise violate the terms of the proposed Conservation Easements. In the event of any adverse change in the condition of the Property, the Buyer may refuse to accept the Conservation Easements, in which case the consideration paid for this Option shall be refunded.

11. **ENCUMBRANCES.** Seller shall not during the period of time this Option remains in effect sell, contract to sell, encumber or lease the Property, or do any other act which might affect the title or value of the property or the ability to enter the Conservation Easements.

12. **RIGHT OF ENTRY AND INSPECTION.** During the period of time this Option remains in effect, Buyer shall have the right, at its expense, to enter upon the Property at reasonable times to conduct an environmental inspection and assessment to detect hazardous or toxic substances, to have the title to the Property examined, and for other reasonable purposes related to this transaction. Buyer shall give notice in writing to Seller of any defects and objections to the title and Seller shall clear the title of defects and objections so specified within forty-five (45) days after notice thereof. In the event Seller cannot correct defects in or objections to the title so as to be able to deliver good and merchantable title free and clear of all liens, encumbrances, restrictions, and easements, Buyer may, at its election, cancel this Option, in which case the consideration paid for this Option shall be refunded. Based upon the results of the environmental inspection and assessment, the Buyer may elect to refuse to accept the conservation easement, in which case consideration paid for this Option shall be refunded.

13. **SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller hereby warrants and represents to Buyer the following matters and agrees to indemnify, defend and hold Buyer harmless from any loss or liability relating to these matters, with the intent that these representations, warranties and indemnities shall survive closing.

- a. Title to the Property/Authority. Seller is the sole legal owner of the Property in fee simple. The Property is not now subject to any written or oral lease, option, or agreement of sale. To the best of Seller's knowledge and belief, the Property is not now subject to any claim or legal proceeding except as set forth herein. Seller has the full power and authority to execute this Option and all agreements and documents referred to in this Option and to fully perform as required by this Option.
- b. Condition of Property. Seller is not aware of any facts that would have adverse effect on

the efficacy of the Conservation Easements in protecting the conservation values set forth in the Conservation Easements.

- c. Hazardous Materials. The Property is not now nor, to the best of the knowledge and belief of the Seller, has it ever been used for the manufacture, use, storage or disposal of any hazardous or toxic substance, material or waste within the meaning of any applicable environmental statute, ordinance, or regulation. No hazardous or toxic substance, material or waste, including without limitation asbestos or material containing or producing polychlorinated biphenyls (PCBs), is presently stored or located on the Property at levels greater than natural background concentrations. The Property is not subject to any "superfund" or similar lien or any claim by any government regulatory agency or third party related to the release or threatened release of any hazardous or toxic substance, material, or waste.
- d. No Condemnation. There are no condemnation proceedings pending with regard to any portion of the Property and Seller does not know of or have reason to know of any proposed condemnation proceedings with regard to any portion of the Property.
- e. Non-foreign Status. To inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code and under penalties of perjury, Seller hereby certifies that Seller is not a non-resident alien or a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined for purposes of federal income tax law. Seller understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made could be punished by fines, imprisonment, or both.
- f. No brokers. Seller represents that they have not engaged the services of a real estate broker in the sale or purchase, respectively, of any interest in this Property, and agree to indemnify Buyer from all such claims or liabilities resulting therefrom.

14. **NOTICE.** Any notice, consent or other communication permitted or required by this Option shall be in writing, and shall be given to the applicable party, at the address set forth below, in the following manner: (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested. Each such notice shall be deemed to have been given upon receipt or refusal to accept delivery. Unless and until changed by written notice to the other party hereto, the addresses for notices given pursuant to this Option shall be the addresses listed for each party in Paragraph A of the Recitals above.

15. LIQUIDATED DAMAGES; DEFAULT; SPECIFIC PERFORMANCE.

- a. Liquidated Damages. In the event that (i) all of the conditions to this Option for the benefit of the Buyer shall have been satisfied, or waived by the Buyer, (ii) Seller shall have fully performed or tendered performance of their obligations under this Option, and (iii) Buyer shall be unable or shall fail to perform its obligations under this Option, then the entire amount of the consideration paid for this Option shall be retained by Seller as liquidated damages under this Option, and Buyer shall have no further liability to Seller. Buyer and Seller hereby acknowledge and agree that Seller's damages would be difficult or impossible to determine, that the amount of the consideration for this Option is the parties' best and most accurate estimate of the damages Seller would suffer in the event the transaction provided for in this Option fails to close, and that it is reasonable under the circumstances existing as of the date of this Option. Buyer and Seller agree that Seller's

right to retain the consideration shall be the sole remedy of Seller in the event of a breach of this Option by the Grantee.

- b. Default and Specific Performance. If Seller defaults under this Agreement and fails to cure the same within thirty (30) days of written notice thereof, BUYER may elect, at Buyer's sole option: (i) to terminate this Option and be released from its obligations hereunder, in which event the consideration paid shall be returned to Buyer; or (ii) to proceed against Seller for specific performance of this Option. In either event, Buyer shall have the right to seek and recover from Seller all damages suffered by Buyer as a result of Seller's default in the performance of its obligations hereunder.
- c. Other remedies. In addition to any other remedy specifically set forth in this Option, Buyer has the right to enforce the provisions of this Option through an action for injunctive relief or damages or through other proceedings in law or equity. The election of any one remedy available to Buyer under this Option shall not constitute a waiver of other available remedies.

16. **BINDING EFFECT.** This Option becomes effective when signed by parties hereto and shall then apply to and bind Seller and Buyer and their respective, heirs, executors, administrators, successors, and assigns.

17. **COMPLETE AGREEMENT.** This Option constitutes the sole and complete agreement between the parties and cannot be changed except by written amendment. No representation or promise not included in this Option or any written amendment shall be binding upon the parties.

18. **NOTICE OF OPTION.** Should this Option Agreement not be recorded, the parties agree to execute a Memorandum of Option for recording purposes if requested by either of the parties hereto, to be prepared and recorded at the expense of the requesting party.

19. **MISCELLANEOUS.**

- a. No waiver. No provision of the Option shall be deemed amended or waived unless such amendment or waiver is set forth in a writing signed by both parties. No act or failure to act by a party shall be deemed a waiver of its rights hereunder, and no waiver in any one circumstance or of any one provision shall be deemed a waiver in other circumstances or of other provisions.
- b. Holidays. If any date set forth in this Option or computed pursuant to this Option falls on a Saturday, Sunday, or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.
- c. Attorneys' fees. In the event of any breach or default hereof by a party, the non-defaulting party shall be entitled to bring an action to recover its costs and expenses of litigation and settlement, including, without limitation, attorneys' fees and expenses, court costs, settlement costs, and experts' costs and fees.
- d. Survivability. The provisions of this Option shall survive the closing of the Conservation Easement donation to Buyer.
- e. Successors. This option and the contract resulting from the exercise thereof shall bind and inure to the benefit of the heirs, administrators, executors, successors and assigns of the respective parties.

IN TESTIMONY THEREOF, the parties have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in their corporate names by their duly authorized representatives as of the dates indicated below.

SELLER:

Printed Name: _____

Signature: _____ **Date:** _____

SEAL-STAMP	<p>NORTH CAROLINA, _____ County</p> <p>The undersigned, a Notary Public for said County and State, does hereby certify that _____ personally appeared before me this day and duly acknowledged that he executed the foregoing instrument on behalf of _____. Witness my hand and official stamp or seal on _____, 201__.</p> <p style="text-align: right;">_____ Notary Public</p> <p>My commission expires: _____</p>
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BUYER:

Printed Name: _____

Signature: _____ **Date:** _____

SEAL-STAMP	<p>NORTH CAROLINA, _____ County</p> <p>The undersigned, a Notary Public for said County and State, does hereby certify that _____ personally appeared before me this day and duly acknowledged that he executed the foregoing instrument on behalf of _____. Witness my hand and official stamp or seal on _____, 201__.</p> <p style="text-align: right;">_____ Notary Public</p> <p>My commission expires: _____</p>
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Conservation Easement Option Map:

Map to provide total estimated acres to receive to agricultural conservation easement. Any areas not the receive the agricultural conservation easement such as farmsteads must also be defined.

NC OPENBOOK SUPPLEMENTAL INFORMATION

INSTRUCTIONS: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

PURPOSE: in January 2009, the Governor of North Carolina signed Executive Order 4. This Executive Order requires certain information be collected from Grantees to enhance accountability and transparency of State funds. Therefore, the information outlined below shall be submitted prior to the disbursement of any State funds by the North Carolina Department of Agriculture and Consumer Services.

DUNS Number: 965929263	Amendment Number:
Grantee Name: Cabarrus Soil & Water Conservation Dist	TAX ID Number: 56-6000281
Fiscal Year Ends: 6/30	Contract Number:

1. Brief Description and Background/History of your Organization.

Be sure to include the number of years in existence, number of employees, mission and goals of your organization.

Cabarrus SWCD was formed in 1963 and is currently served by a staff of 3. The Cabarrus SWCD's mission is to initiate and carry out a local program to assist and educate landowners, land users, responsible institutions and various groups in the community to plan, apply and maintain sound conservation practices and land use. Cabarrus SWCD exists to encourage the informed and responsible stewardship of the land and all its natural resources.

2. Current project timeline: Begin: October 1, 2017 End: September 30, 2019

3. Expected outcomes and specific deliverables.

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food will be made available for human consumption.)

Expand farm land base through purchase of more land, hopefully by taking advantage of an IRS 1031 exchange. Expansion of farm will buffer core operations from development. Existence of permanent agricultural conservation easement on a portion of Barrier Bros. farming operation will improve the ranking of future applications/proposals for and protection in the Mt. Pleasant area of Cabarrus County.

4. The Grantee's website URL: www.cabarruscounty.us/conservation

5. * Primary County of Performance. County Name: Cabarrus
(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED) Congressional District #: 8

6. **County of Benefit:

Single County:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	County Name: Cabarrus
Statewide:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Regional:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

7. If the answer to question number 6 is "Regional", list the counties receiving benefit.

Federal funding will also be sought for this project. USDA funding would be an indicator of regional support. Project is one county away from the Lancaster County, South Carolina and surrounding counties. Livestock produced on farm for integrators with a regional business models. Farm lies within the Charlotte regional area.

***Primary County of Performance:** County in which grantee is located.

****County of Benefit:** Identified county or counties in which funding will be spent and/or food commodities will be received.

PERFORMANCE MEASURES

Grantee Name:	Cabarrus Soil and Water Conservation District
Project Title:	Michael Barrier Farm Easement
Tracking #:	
Contract #:	
NCGrants Award ID #:	
ADFP Trust Fund Tracking #:	ADM-ADFP-17-004

List Output(s):	Quantified activities performed by the Grantee.
	1. Development rights and easement value for property determined for Michael Barrier Farm Easement.
	2. Appraisal of property is completed for Michael Barrier Farm Easement.
	3. Assessment survey is completed for Michael Barrier Farm Easement.
	4. Baseline documentation is completed for Michael Barrier Farm Easement.
	5. Development of the ADFP Trust Fund written easement.
	6.
	7.
	8.
	9.
	10.

List Outcome(s):	What happens as a result of the Grantee's activities.
	1. Environmental status of Michael Barrier Farm Easement property is identified.
	2. Development rights value for Michael Barrier Farm Easement is identified.
	3. Protection of agricultural resources.
	4.
	5.
	6.
	7.
	8.
	9.
	10.

List Deliverable(s):	Specific types of outputs or outcomes – tangible items (i.e. reports and plans) or activities (e.g. workshops and conferences) that are quantifiable and measureable.
	1. Recorded easement of 35.52 acres in perpetuity.
	2.
	3.
	4.
	5.

Attachment I

Certifications and Assurances



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 7 CFR Part 3018, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 7 CFR Part 3018, Sections 3018.105 and 3018.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which relevance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required information or who makes a prohibited expenditure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR Part 3017, for prospective participants in primary covered transactions, as defined at 7 CFR Part 3017.200, Subpart B:

- A. The applicant certifies that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (A) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 7 CFR Part 3021, Subparts A, B, and E, for grantees, as defined at 7 CFR Part 3021:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction.
Notice shall include the identification number(s) of each affected grant;
- f) taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or
 - ii. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency;
- g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- B. The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

_____	_____
_____	_____
_____	_____

DRUG-FREE WORKPLACE - (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 7 CFR Part 3021, Subparts A, C, and E, for grantees, as defined at 7 CFR Part 3021:

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the agency.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the above certifications.

Grantee Organization Name

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title

Attachment J

Signature Card

Attachment K

W-9 Tax Information

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

Employer identification number

				-						
--	--	--	--	---	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Attachment number 2 in

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2. The United States or any of its agencies or instrumentalities.

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____
Signature Date

Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

CABARRUS COUNTY SMALL PROJECTS CAPITAL PROJECT ORDINANCE

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

Section I.

- A. The project authorized is for the purpose of accumulating and appropriating general fund revenues and federal and state grants funds received specifically for use by the appropriate Cabarrus County Department who has received the funds.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the guidelines as set forth by the federal and state government, Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed:

Board of Elections Department	
Interest on Investments	\$ 34,098
Contribution from General Fund	61,484
Contribution from Capital Reserve	150,000
	<hr/> \$ 245,582
Register of Deeds Department:	
Register of Deeds Fees	\$1,433,669
Interest on Investments	39,251
Contribution from General Fund	77,504
	<hr/> \$1,550,424
Soil and Water Department:	
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
ADFP Grant	60,146
Drill Program Fees	12,000
Suther Farm Project	780,000
Stewardship Fund	36,421
	<hr/> \$1,947,003
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
	<hr/> \$1,859,421
TOTAL REVENUES	\$5,602,430

- D. The following appropriations are made as listed:

Board of Elections Department:	
Board of Elections Equipment and Furniture	\$ 245,582

Register of Deeds Department:	
Register of Deeds Automation & Preservation	\$ 1,550,424
Soil and Water Department:	
Other Improvement Projects	\$216,736
Clean Water Trust Fund Grant	529,819
Clarke Creek Grant	28,014
EEP Contract	16,900
Porter Project2	266,967
ADFP Conservation Easement	60,146
Drill Repair & Maintenance	12,000
Stewardship	36,421
Suther Farm Project	780,000
	<u>\$1,947,003</u>
Local Agricultural Preservation Projects:	
Other Improvement Projects	\$1,859,421
TOTAL EXPENDITURES	\$5,602,430
GRAND TOTAL – REVENUES	\$5,602,430
GRAND TOTAL – EXPENDITURES	\$5,602,430

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 1. The County Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
 2. The County Manager may transfer amounts up to \$100,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 6. The County Manager or designee may adjust debt financing from estimated

projections to actual funds received.

7. The County Manager may enter into and execute change orders or amendments to County construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriation to such agencies where G.S. 153 A-248(b), 259. 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129 (a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

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

Adopted this 18th day of December, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

Budget Revision/Amendment Request

Date: 12/18/2017

Amount: 60,146.00

Dept. Head: Kelly Sifford (prepared by Kristin Jones)

Department: Soil and Water Conservation

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose: This budget amendment is to budget funds in the amount of \$60,146 from NC Department of Agriculture and Consumer Services, Agriculture Development and Farmland Preservation Trust Fund (ADFP) The grant period is October 1, 2017 through September 30, 2019. Grant funds will be used to purchase development rights for permanent agriculture conservation easement on Michael Barrier Farm. There is a 15% cash and in-kind matching requirement of \$9,021.90. These expenditures have been budgeted in FY2018.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
460	6	3270/6365/ADFP3	ADFP Grant Revenue	-	60,146.00		60,146.00
460	9	3270/9416/ADFP3	ADFP Grant Expense	-	60,146.00		60,146.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00

Total 0.00

Budget Officer

☐ Approved
☐ Denied

County Manager

☐ Approved
☐ Denied

Board of Commissioners

☐ Approved
☐ Denied

Signature

Signature

Signature

Date

Date

Date



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

**DECEMBER 18, 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

CUB SCOUT PACK 254
BETHPAGE UNITED METHODIST CHURCH

INVOCATION

FATHER JEROME CHAVARRIA
SAINT JAMES THE GREATER CATHOLIC CHURCH

A. APPROVAL OR CORRECTION OF MINUTES

1. Approval or Correction of Meeting Minutes

A-1. BOARD ORGANIZATION

1. Board of Commissioners - Election of Chairman
2. Board of Commissioners - Election of Vice Chairman
3. Board of Commissioners - Comments from Chairman and Vice Chairman

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Cabarrus County 225th Anniversary Resolution
2. Dr. Martin Luther King, Jr. Day Proclamation
3. Emergency Medical Services - Recognition at the Carolina's Paramedic Competition
4. Veterans Services - Presentation of Certificates

D. INFORMAL PUBLIC COMMENTS (Each speaker is limited to 3 minutes)

E. OLD BUSINESS

F. CONSENT AGENDA

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

1. Active Living and Parks - 2017 Fees and Charges Policy
2. Board of Commissioners - Commissioner Appointments for 2018
3. Board of Commissioners - Resolution Establishing the Board of Commissioners' 2018 Meeting Schedule
4. County Manager - Cox Mill Force Main Easement
5. County Manager and Human Resources - Modifications to the Law Enforcement Fair Standards Labor Act (FSLA) 207(k) Fluctuating Workweek Method
6. Department of Human Services - FY18 Home and Community Care Block Grant (HCCBG) Funding Plan Revision
7. Finance - Budget Write-off of Capital Projects in the Construction and Renovation Fund and the School Construction Fund
8. Finance - Contractual Incentive Payment for SMG (Cabarrus Arena)
9. Finance - Limited Obligation Bonds 2017 - Update on Debt issuance
10. Kannapolis City Schools - Kannapolis City Schools Request Funds to Match Federal Grant
11. Kannapolis City Schools - Funding Request for Kannapolis Middle School Contract Changes
12. Library - Policy Updates
13. Planning and Development - Soil and Water Conservation District Board - Contract for Farmland Preservation Grant
14. Sheriff's Office - Request to Award a Service Weapon to Deputy Charles Cause Upon Retirement
15. Tax Administration - Refund and Release Reports - November 2017

G. NEW BUSINESS

1. Finance - Presentation of the Fiscal Year 2017 Comprehensive Annual Financial Report

H. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Appointments and Removals - Cabarrus County Senior Centers Advisory Council
2. Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating Committee (TCC) and Transportation Advisory Committee (TAC) Appointments
3. NC 73 Council of Planning Member Appointments

I. REPORTS

1. Board of Commissioners - Receive Updates from Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
2. County Manager - Monthly Building Activity Reports
3. County Manager - Monthly New Development Report
4. Economic Development Corporation - November 2017 Monthly Summary Report
5. Finance - Monthly Financial Update
6. Request for Applications for County Boards/Committees Report

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 ANY ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE ADA COORDINATOR AT 704-920-2100 AT LEAST 48 HOURS PRIOR TO THE MEETING.

Scheduled Meetings:

December 4	Work Session	4:00 p.m.	Multipurpose Room
December 13	Cabarrus Summit	6:00 p.m.	Cabarrus Arena
December 18	Regular Meeting	6:30 p.m.	BOC Meeting Room

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

Vision: Our vision for Cabarrus is a county where our children learn, our citizens participate, our dreams matter, our families and neighbors thrive, and our community prospers.

Channel 22 Broadcast Schedule

Cabarrus County Board of Commissioners' Meetings

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

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



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
DECEMBER 4, 2017**

ADDITIONS:

Discussion Items for Discussion at December 18, 2017 Meeting

- 4-14 Planning and Development – Soil and Water Conservation District Board – Contract for Farmland Preservation Grant**
(Already included in the Agenda.)

- 4-15 Cardinal Innovations Healthcare Solutions – Appointment of Board Member Pg. 283**

REVISED:

- 4-12 Finance – Limited Obligation Bonds 2017 (Update on Debt Issuance)**
(Already included in the Agenda.)

SUPPLEMENTAL INFORMATION:

Discussion Items – No Discussion

- 3-1 Salvation Army – Center of Hope Homeless Shelter Pg. 287**
 - PowerPoint Presentation

Discussion Items for Action

- 4-12 Finance – Limited Obligation Bonds 2017 (Update on Debt Issuance) Pg. 294**
 - Parking Deck Engineering Contract



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**DECEMBER 4, 2017
6:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Cardinal Innovations Healthcare Solutions – Appointment of Board Member

BRIEF SUMMARY:

Due to the recent takeover of Cardinal Innovations Healthcare Solutions, the Board has been requested to appoint a new member to the “selection committee” for the new Board of Directors.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to appoint a member to the Cardinal Innovations Healthcare Solutions “selection committee” for the new Board of Directors.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

Letter

Terri Hugie

From: Secretary Cohen <Secretary@dhhs.nc.gov>
Sent: Thursday, November 30, 2017 3:46 PM
To: kevin.leonard@ncacc.org; amy.bason@ncacc.org; Richard, Dave; Young, Christen Linke; Pfau, Sarah E
Subject: County selection of new Cardinal board members

Dear County Leaders:

As you know, on Monday, November 27, 2017, the N.C Department of Health and Human Services (DHHS) temporarily assumed leadership of Cardinal Innovations, an LME-MCO authorized under state law to provide essential behavioral services using public funds. DHHS has taken over responsibility for all LME functions.

In addition to temporarily assuming control of the organization, the department has revoked Cardinal's alternative board structure, necessitating a reconstituting of the board. DHHS and County Commissioners in the Cardinal catchment area will appoint new board members in compliance with the statutory requirements of N.C. G.S. 122C-118.1. To stabilize Cardinal and begin the process of restoring public trust in the organization, DHHS has asked that new board members be appointed by December 15.

County Commissioners have primary authority for appointing members of the new Cardinal board. To simplify the task, DHHS and the North Carolina Association of County Commissioners (NCACC) have worked together to develop a streamlined process that will allow all counties to participate while meeting the very specific statutory requirements for board composition.

This streamlined process is outlined below.

Nominating Committee

Each board of county commissioners in the 20 county Cardinal catchment area shall appoint one county commissioner representative to serve on a Nominating Committee. By Friday, December 8, 2017, each county in the catchment area shall provide the name of the person selected to serve on the Nominating Committee. This name should be submitted to nominatingcommittee@ncacc.org.

Cardinal Board Nominations

Those interested in serving on the Cardinal Board should submit a resume, cover letter and up to three letters of support to boardnominations@ncacc.org by Monday, December 11, 2017. Individuals will be able to self-nominate for a position on the Cardinal Board. In addition, those selected to serve on the Nominating Committee shall also be eligible to be nominated to serve on the newly constituted Cardinal Board.

Cover letters accompanying nominations to serve on the Cardinal Board should include the qualifications of the individual nominee, with specific emphasis on the legislated mandated roles and skills for an effective board, as outlined in NC General Statute § 122C-118.1 included below.

DHHS and NCACC will convene the Nominating Committee – the representatives from the 20 Cardinal Counties -- the week of December 11, 2017. The specific date and location of this meeting will be provided at a later date. At this meeting the Nominating Committee will review the applicants and select board members that best represent the counties, while ensuring compliance with statutory requirements.

Please direct questions about this process to Sarah Pfau from the North Carolina Medicaid team at sarah.pfau@dhhs.nc.gov

Thank you for your support and participation.

Sincerely,

Mandy Cohen
Secretary, DHHS

Kevin Leonard
Executive Director, NCACC

§ 122C-118.1. Structure of area board.

(a) An area board shall have no fewer than 11 and no more than 21 voting members. The board of county commissioners, or the boards of county commissioners within the area, shall appoint members consistent with the requirements provided in subsection (b) of this section. The process for appointing members shall ensure participation from each of the constituent counties of a multicounty area authority. If the board or boards fail to comply with the requirements of subsection (b) of this section, the Secretary shall appoint the unrepresented category. The boards of county commissioners within a multicounty area with a catchment population of at least 1,250,000 shall have the option to appoint members of the area board in a manner or with a composition other than as required by this section by each county adopting a resolution to that effect and receiving written approval from the Secretary. A member of the board may be removed with or without cause by the initial appointing authority. The area board may declare vacant the office of an appointed member who does not attend three consecutive scheduled meetings without justifiable excuse. The chair of the area board shall notify the appropriate appointing authority of any vacancy. Vacancies on the board shall be filled by the initial appointing authority before the end of the term of the vacated seat or within 90 days of the vacancy, whichever occurs first, and the appointments shall be for the remainder of the unexpired term.

(b) Within the maximum membership provided in subsection (a) of this section, the membership of the area board shall reside within the catchment area and be composed as follows:

- (1) At least one member who is a current county commissioner.
- (2) The chair of the local Consumer and Family Advisory Committee (CFAC) or the chair's designee.
- (3) At least one family member of the local CFAC, as recommended by the local CFAC, representing the interests of the following:
 - a. Individuals with mental illness.
 - b. Individuals in recovery from addiction.
 - c. Individuals with intellectual or other developmental disabilities.
- (4) At least one openly declared consumer member of the local CFAC, as recommended by the local CFAC, representing the interests of the following:
 - a. Individuals with mental illness.
 - b. Individuals with intellectual or other developmental disabilities.
 - c. Individuals in recovery from addiction.
- (5) An individual with health care expertise and experience in the fields of mental health, intellectual or other developmental disabilities, or substance abuse services.
- (6) An individual with health care administration expertise consistent with the scale and nature of the managed care organization.
- (7) An individual with financial expertise consistent with the scale and nature of the managed care organization.
- (8) An individual with insurance expertise consistent with the scale and nature of the managed care organization.
- (9) An individual with social services expertise and experience in the fields of mental health, intellectual or other developmental disabilities, or substance abuse services.
- (10) An attorney with health care expertise.
- (11) A member who represents the general public and who is not employed by or affiliated with the Department of Health and Human Services, as appointed by the Secretary.
- (12) The President of the LME/MCO Provider Council or the President's designee to serve as a nonvoting member who shall participate only in Board activities that are open to the public.

- (13) An administrator of a hospital providing mental health, developmental disabilities, and substance abuse emergency services to serve as a nonvoting member who shall participate only in Board activities that are open to the public.

Except as provided in subdivisions (12) and (13) of this subsection, an individual that contracts with a local management entity (LME) for the delivery of mental health, developmental disabilities, and substance abuse services may not serve on the board of the LME for the period during which the contract for services is in effect. No person registered as a lobbyist under Chapter 120C of the General Statutes shall be appointed to or serve on an area authority board. Of the members described in subdivisions (2) through (4) of this subsection, the boards of county commissioners shall ensure there is at least one member representing the interest of each of the following: (i) individuals with mental illness, (ii) individuals with intellectual or other developmental disabilities, and (iii) individuals in recovery from addiction.

(c) The board of county commissioners may elect to appoint a member of the area authority board to fill concurrently no more than two categories of membership if the member has the qualifications or attributes of the two categories of membership.

(d) Any member of an area board who is a county commissioner serves on the board in an ex officio capacity at the pleasure of the initial appointing authority, for a term not to exceed the earlier of three years or the member's service as a county commissioner. Any member of an area board who is a county manager serves on the board at the pleasure of the initial appointing authority, for a term not to exceed the earlier of three years or the duration of the member's employment as a county manager. The terms of members on the area board shall be for three years, except that upon the initial formation of an area board in compliance with subsection (a) of this section, one-third shall be appointed for one year, one-third for two years, and all remaining members for three years. Members shall not be appointed for more than three consecutive terms.

(e) Upon request, the board shall provide information pertaining to the membership of the board that is a public record under Chapter 132 of the General Statutes.

(f) An area authority that adds one or more counties to its existing catchment area under G.S. 122C-115(c1) shall ensure that the expanded catchment area is represented through membership on the area board, with or without adding area board members under this section, as provided in G.S. 122C-118.1(a). (2001-437, s. 1.11(b); 2002-159, s. 40(a); 2006-142, s. 4(e); 2007-504, s. 1.4; 2010-31, s. 10.7; 2012-151, s. 3(a); 2013-85, ss. 6, 7.)



PARKING LOT

An aerial site plan showing the layout of the Center of Hope and its surroundings. The Center of Hope is a large, dark brown building with a complex roofline, featuring several gables and a central entrance. To the left of the building is a parking lot with a single car icon. To the right is a playground area with various equipment icons. A road, Ashlyn Drive, runs horizontally across the middle of the plan. Below the road is a large green area, and at the bottom is an existing Salvation Army headquarters building and another parking lot. The entire plan is set against a dark green background representing grass or trees.

CENTER OF HOPE

PLAYGROUND

ASHLYN DRIVE

EXISTING SALVATION ARMY
HEADQUARTERS BUILDING

EXISTING PARKING LOT



Total Floor Area: 9,020 Sq. Ft.
 Total Floor Area: 7,202 Sq. Ft.
 Total Floor Area: 16,222 Sq. Ft.

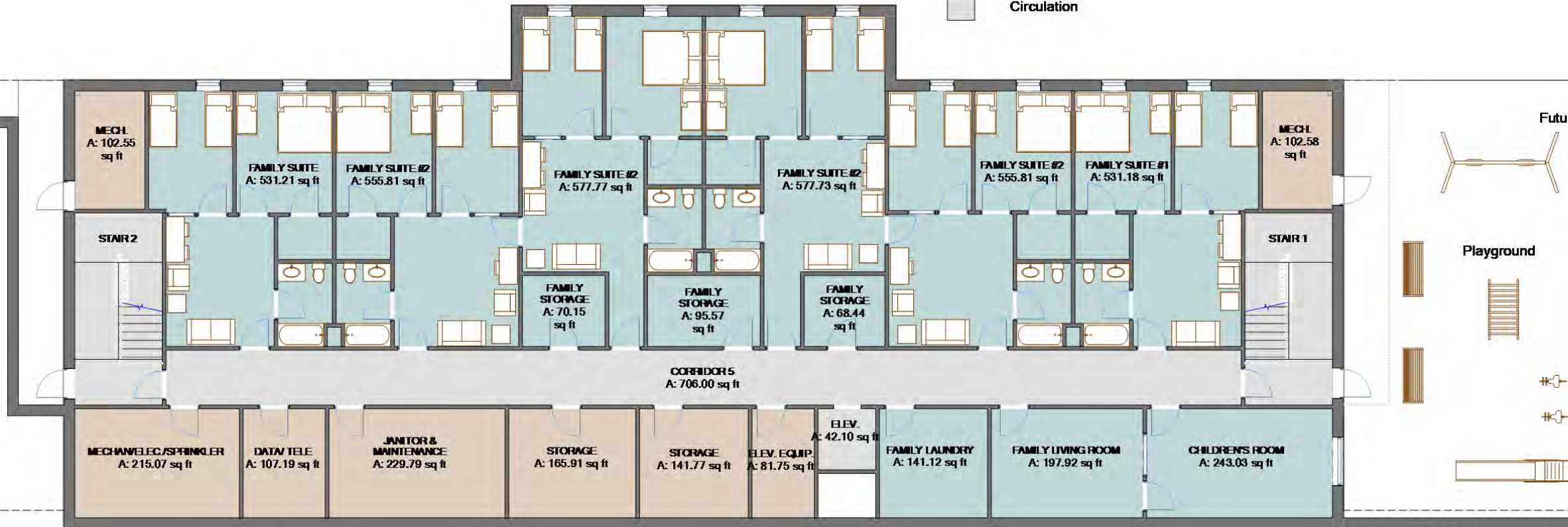
Color Code Legend

- Women's Housing
- Men's Housing
- Family Housing
- Common Area
- Staff/Service Area
- Circulation

Total Floor Area: 16,222 Sq. Ft.

Color Code Legend

- Women's Housing
- Men's Housing
- Family Housing
- Common Area
- Staff/Service Area
- Circulation



Total Floor Upper Floor Area: 9,020 Sq. Ft.
Total Lower Floor Area: 7,202 Sq. Ft.
Total Building Floor Area: 16,222 Sq. Ft.











November 21, 2017
Kleinfelder File No.: CLT17P69270

Mr. Kyle Bilafer
Cabarrus County
Area Manager of Operations
Post Office Box 707
Concord, North Carolina 28026

**SUBJECT: Proposal for Cabarrus County Parking Deck
Construction Services**

Dear Mr. Bilafer:

Kleinfelder is pleased to present this proposal to provide Construction Services. This proposal has been prepared pursuant to your request and is a statement of our understanding of your needs. This proposal is based on the following:

- Project Manual prepared by Morris Berg Architects dated August 20, 2017
- Bid Drawings prepared by Morris Berg Architects dated September 11, 2017
- Email correspondence with design team members (attached)
- Pre-bid Construction Schedule prepared by Messer (attached)

BACKGROUND AND PROJECT UNDERSTANDING

Kleinfelder understands that Cabarrus County Parking Deck is comprised of a cast in place post tensioned concrete structure including a slab on grade plus four elevated levels, two stair/elevator towers and structural steel canopy framing. The structure's foundation system consists of grade beams supported by deep foundations (auger cast piles).

SCOPE OF SERVICES

Kleinfelder understands that special inspections are required in addition to construction materials testing for this project and has therefore included these services in this proposal. Work elements as denoted on the project's Statement of Special Inspections include soils and foundations, cast in place concrete, masonry, structural steel, and special cases (specifically quality assurance for seismic resistance and barrier cable inspections).

Field Services

Kleinfelder anticipates that Construction Services will be required for work elements shown in the structural drawings. These services will be provided as described by the following sections of the Project Manual and pertain specifically to elements of the project indicated by the structural drawings.

Section 030130 Concrete Maintenance

- Kleinfelder has proposed requiring the contractor to perform the core drilling and patching involved with this task. Kleinfelder would be responsible for evaluating the samples. Kimley-Horn agreed this is an acceptable approach. By having the

contractor provide the samples we feel this will reduce the owner's risk should damage occur.

Section 033000 Cast in Place Concrete and 033816 Unbonded Post Tensioned Concrete

- Provide qualified personnel to perform services outlined in "Field Quality Control" section of each referenced specification.
- Assumptions include one special inspector onsite daily (part time to full time as needed) during the concrete construction phase (estimated 141 days) including one (1) concrete technician to perform field sampling and testing. Additionally, a team of 3 concrete technicians will be onsite for concrete pours exceeding 100 CY (estimated 19 days). Our Sr. Construction Engineer will be onsite for the first post tension (PT) deck inspection and PT concrete placement, then periodically thereafter.
- Maturity Method per ASTM C1074 will be used on the PT deck placements to determine early concrete strength for removal of formwork and reshoring, post-tensioning of tendons, and termination of cold weather protection. A 3 to 5 cubic yard "trial batch" of concrete will be needed to establish the maturity curve. It is assumed the contractor will supply this concrete to our laboratory for testing at least 28 days prior to production.

Section 042000 Unit Masonry

- Provide qualified personnel to perform services outlined in "Field Quality Control" section of referenced specification, specifically Level I special inspections according to the "2012 North Carolina Building Code"
- Estimate 1 Special Inspector onsite full time for 5 full time days

Section 051200 Structural Steel Framing

- Provide qualified personnel to perform services outlined in "Field Quality Control" section of referenced specification.
- Exception – Kleinfelder assumes the steel fabrication shop will be AISC certified therefore item B under section 2.9 Source Quality Control will not be required and is not included in the cost of this proposal. If required or requested fabrication shop inspections can be performed under a change order directive.
- Estimate 1 Certified Welding Inspector (CWI) for 5 part time days

Section 055220 Barrier Cable Applications

- Provide qualified personnel to observe the barrier cable stressing procedures and document results on stressing records per section 1.3 C.
- Estimate 1 special inspector onsite full time for 5 days.

Section 312000 Earth Moving

- Provide qualified personnel to perform services outlined in "Subgrade Inspection" and "Field Quality Control" sections of referenced specification.
- Estimate 1 special inspector onsite full time for 5 days

Section 316316 Auger Cast in Place Piles

- Provide qualified personnel to perform services outlined in “Quality Assurance” and “Field Quality Control” sections of referenced specification.
- Per Kimley-Horn, compression test specimens (2"x2" cubes) will be cast 2 times per day, once in the morning and again in the afternoon. Quantity of cubes will be cast per item 3.7-D with exception field cure specimens are not required and therefore will be excluded from this proposal.
- Estimate a Professional Engineer (PE) or Engineer in Training (EIT) under the supervision of a PE will be onsite full time for 25 days to perform ACIP pile inspection services and prepare reports.

Section 321216 Asphalt Paving

- Provide qualified personnel to perform services outlined in “Field Quality Control” section of referenced specification.
- Regarding testing and inspection according to the NCDOT QMS manual, we assume the duties specified as QA will be performed by Kleinfelder and duties specified by QC will be performed by the contractor.
- Estimate an NCDOT certified QMS inspector onsite for 2 full time days.

Section 32 13 13 Concrete Paving

- Provide qualified personnel to perform services outlined in “Field Quality Control” section of referenced specification and testing requirements of section 033000 Cast in Place Concrete.
- Estimate one engineering technician onsite for 5 full time days.

Laboratory Services

Kleinfelder will provide laboratory testing services relevant to the field services described in this proposal. Kleinfelder assumes the following laboratory testing will be required:

- Concrete Compression Specimens– 1000 (4"x8") cylinder specimens
- Auger Cast in Place Grout Cubes -453 (2"x2") cube specimens
- Standard Proctor and Atterberg Limits- 1 test each
- Full Masonry prisms- 6 prism specimens
- Masonry grout prisms- 3 grout specimens
- Masonry mortar cubes – 3 mortar cubes

Engineering and Management Services

Kleinfelder will provide professional staff to perform technical reviews of daily field reports, calculations, and laboratory test results. Additionally, this task will include general coordination with Owner, Designer, Contractor, and Authorities Having Jurisdiction (AHJ) as appropriate for the execution of special inspections. General project controls will also be completed under this task. Kleinfelder anticipates the following specific tasks and or deliverables will be provided under this task:

- Scheduling of field services
- Coordination and execution of a Special Inspection Pre-Construction Meeting (SIPCM), including meeting agenda and minutes.
- Attendance of pre-activity meetings (Estimate 6 pre-activity meetings)

- Project Manager attendance at bi-weekly progress meetings (estimate 22 meetings)
- Review and distribution of PT Stressing records within 24 hours of operation
- Review of concrete maturity data
- Upload of Kleinfelder reports to contractor provided ViewPoint Website
- Maintain concrete control charts for structural concrete mix designs
- Final Report of Special Inspections

Contingency

Kleinfelder recommends a contingency of 10% be budgeted for this project. This contingency is intended for additional costs that may be incurred due to either non-conforming work by the Contractor or the need for additional scope of services beyond those outlined above. Kleinfelder will provide notification prior to billing against this task. The contingency may not be sufficient to cover all additional costs and should it be exhausted, Kleinfelder will seek client authorization for additional funds before proceeding.

ESTIMATED PROJECT FEES

Kleinfelder assumes its services will be performed on a part-time to full time, on-call basis during the normal business hours of 8:00 AM to 5:00 PM, Monday through Friday. Kleinfelder assumes the scope of work to begin in January 2018 and completion by December 2018, and are prepared to begin upon authorization. The project will be billed on a time and materials basis plus reimbursement for out-of-pocket expenses.

Field Services	\$204,000
Laboratory Services	\$30,900
Engineering & Management	\$55,050
Subtotal	\$289,950
Contingency	\$29,000
Total	\$318,950

Kleinfelder will provide any additional services at an additional cost on an as-requested basis. If conditions encountered suggest modifications to the proposed scope, you will be contacted in a timely manner for both your review and authorization of additional fees.

LIMITATIONS

Kleinfelder's work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession practicing in the same locality, under similar conditions and at the date the services are provided. Kleinfelder's conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to the plans and specifications, and repair of defects.

This proposal is valid for a period of 30 days from the date of this proposal, unless a longer period is specifically required by the client in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

AUTHORIZATION

Kleinfelder's services will be performed in accordance with this proposal, and the terms and conditions included in the County's Professional Services Contract. If the proposed scope of services and fee meet your needs, it is anticipated that Kleinfelder will be authorized to begin work upon receipt of an executed contract.

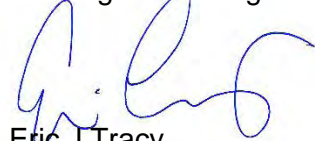
If there is a need for modification to Kleinfelder's scope of services contemplated herein, please contact the undersigned. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes. If additional work is determined to be necessary, it will be provided as authorized through additional work orders.

Thank you for the opportunity to submit this proposal. Kleinfelder looks forward to continuing working with you on this project. Should you have any questions or comments, please do not hesitate to contact the undersigned at 336.362.6193.

Sincerely,

KLEINFELDER

NC Registered Engineering Firm No. F-1312



Eric J Tracy
Project Manager



Joseph Doane PE
Senior Construction Engineer

EJT:JHD:cas

Enclosures: Appendix A – Unit Fee Schedule
Appendix B – Messer pre-bid schedule
Appendix C – Email Correspondence to Define Scope



CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTIONS SERVICES UNIT FEE SCHEDULE

FIELD TESTING & OBSERVATION SERVICES

1.	Engineering Technician, per hour	\$60.00
2.	Special Inspection Agent, per hour	\$75.00
3.	Certified Welding Inspector / ASNT Test Personnel, per hour.....	\$85.00
4.	Overtime: (Over 40 hours per week, nights <6pm-6am>, weekends, Holidays)	Regular Rate x 1.5
5.	Company or Personal Vehicle Use, per trip	\$40.00

FIELD TESTING EQUIPMENT

1.	Nuclear Density Gauge, per day	\$25.00
2.	Torque Wrench, per day	\$25.00
3.	Skidmore Calibration, per day	\$100.00
4.	Ultrasonic & Magnetic Particle Testing (UT/MT) Equipment, per day.....	\$100.00
5.	Dipstick (Floor Flatness Profiler), per day	\$100.00
6.	Equipment for Coring Asphalt and Concrete, per day.....	\$500.00
7.	Ferro-Scan Equipment, per day	\$500.00
8.	On-Site Cure Box, per month.....	\$300.00
8.	Maturity Method Test Equipment, per project	\$2500.00
9.	Direct Expenses	Cost + 15%

LABORATORY TESTING SERVICES

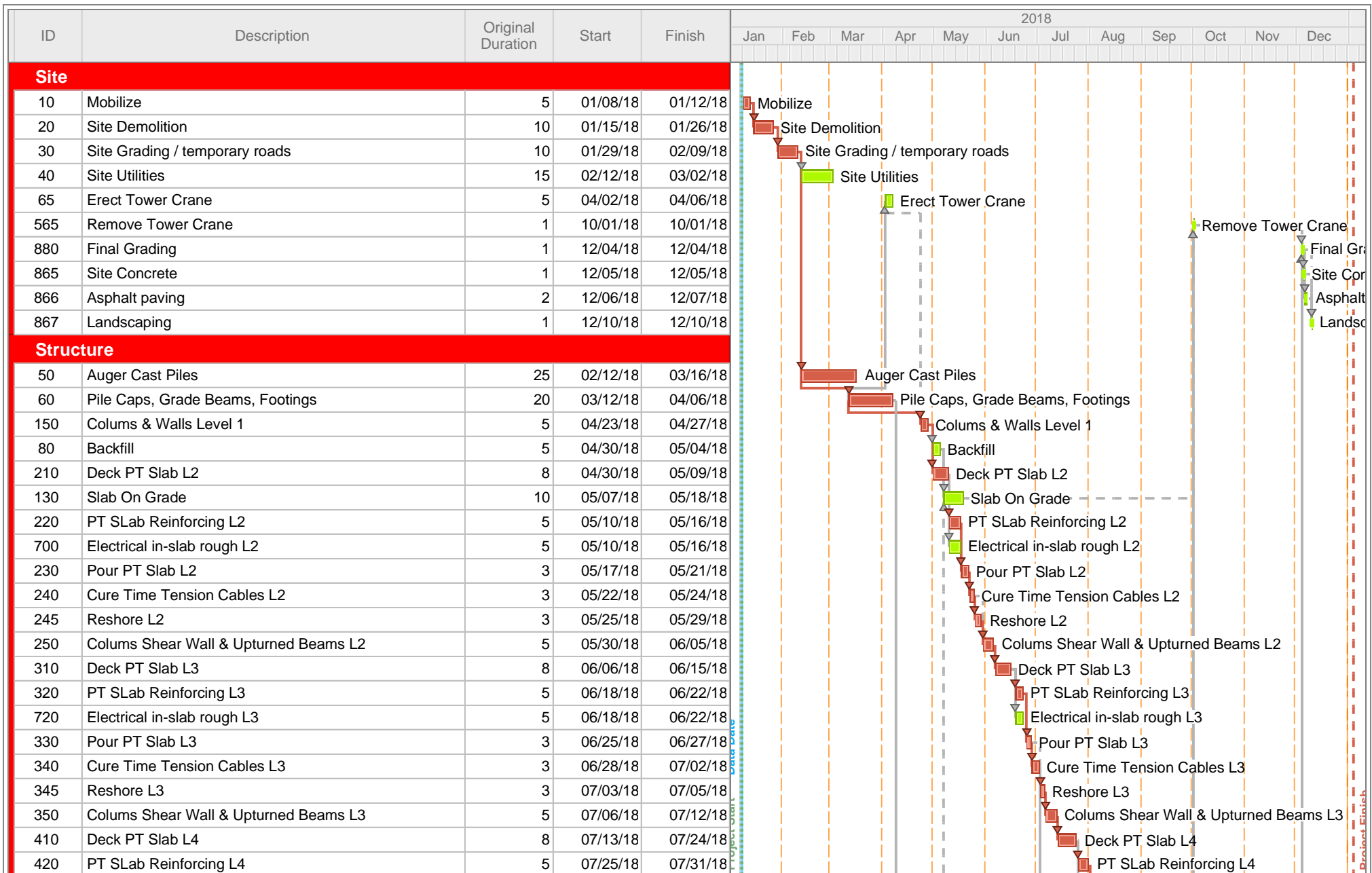
1.	Moisture Content, each	\$15.00
2.	Sieve Analysis Fines Only, each	\$75.00
3.	Sieve Analysis Coarse and Fines, each.....	\$100.00
4.	Atterberg Limits Test, each	\$100.00
5.	Standard Proctor Compaction Test, each	\$150.00
6.	Modified Proctor Compaction Test, each	\$175.00
7.	Hydrometer Analysis	\$125.00
8.	Fireproofing Density Test, each.	\$50.00
9.	Concrete, Grout and Mortar	
(a)	Compressive Strength Testing of 4" x 8" Concrete Cylinders, each	\$20.00
	<i>NOTE: Add \$15 to each test if 6"x12" cylinders are required or requested in lieu of 4" x 8" cylinders</i>	
(b)	Compressive Strength Testing of Concrete Core Samples, each	\$30.00
(c)	Cut and Prepare Core Samples, each	\$30.00
(c)	Compressive Strength Testing of 2" x 2" Grout & Mortar Cubes, each	\$20.00
(d)	Compressive Strength Testing of Grout Samples, each	\$30.00
(e)	Compressive Strength Testing of Full Masonry Prisms, each	\$250.00
10.	Asphalt Bulk Specific Gravity of core samples, per sample	\$50.00
11.	Special Laboratory Testing, per hour	\$80.00
12.	Subcontracted Laboratory Testing	Cost +15%

ENGINEERING, PROJECT MANAGEMENT & REPORTING SERVICES

1.	Administrative, per hour	\$55.00
2.	Project Controls Specialist, per hour	\$100.00
3.	Project Manager, per hour.....	\$125.00
4.	Project Engineer in Training (EIT), per hour.....	\$135.00
5.	Professional Engineer, per hour.....	\$145.00
6.	Principal Engineer / Professional, per hour	\$160.00
7.	Overnight Living Expenses, Travel, Commercial Transportation.....	Cost + 15%

EFFECTIVE THROUGH DECEMBER 31, 2018

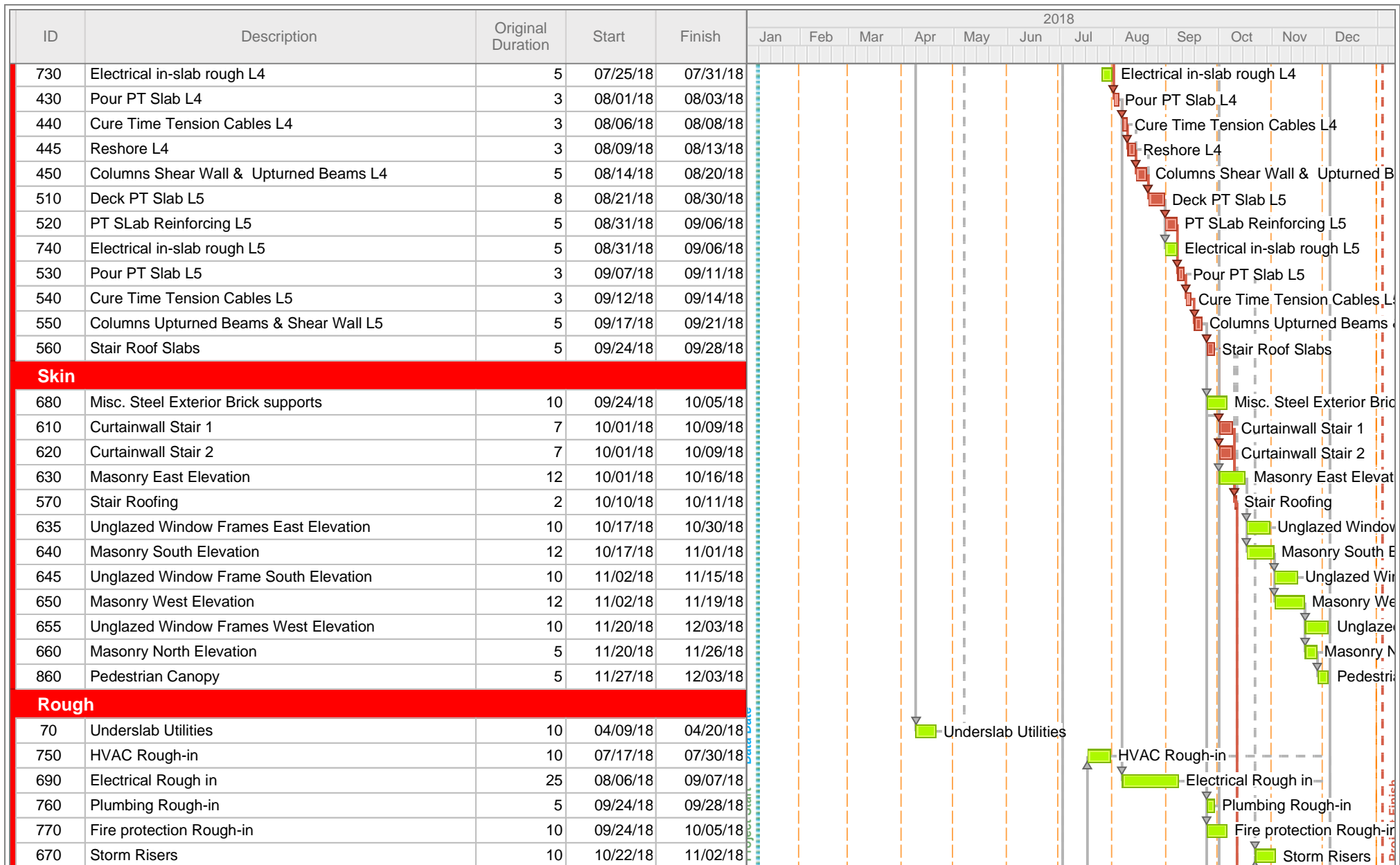
Unit rates are subject to change after the effective date expires and annually thereafter.



Start Date: 01/08/18
 Finish Date: 01/03/19
 Data Date: 01/08/18
 Run Date: 09/28/17

Cabarrus County Parking Garage
 Concord NC

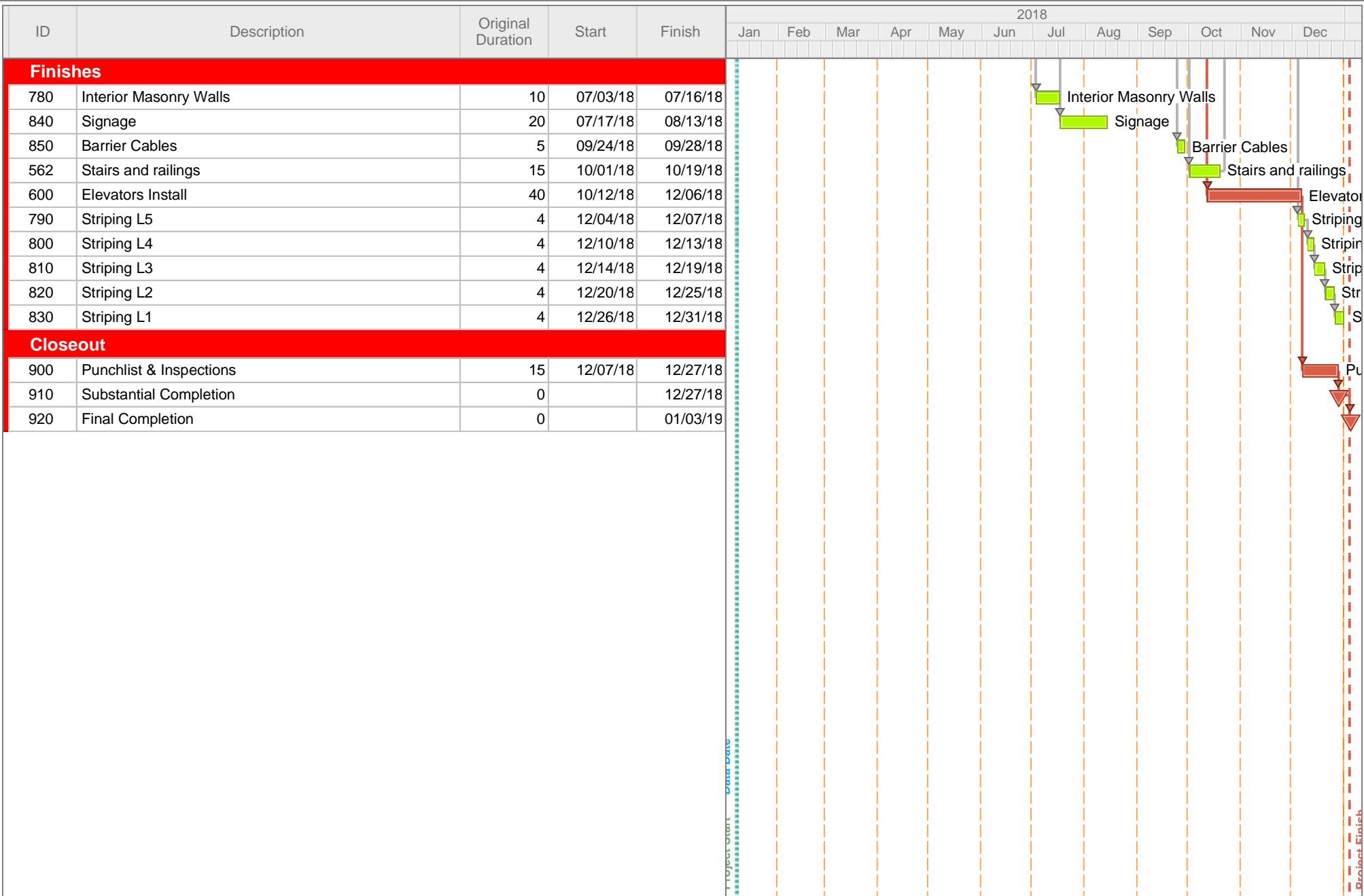




Start Date: 01/08/18
 Finish Date: 01/03/19
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Cabarrus County Parking Garage
 Concord NC





Start Date: 01/08/18
 Finish Date: 01/03/19
 Data Date: 01/08/18
 Run Date: 09/28/17

Cabarrus County Parking Garage
 Concord NC



Eric Tracy

From: Sumpter, Matt <matt.sumpter@kimley-horn.com>
Sent: Friday, November 17, 2017 2:13 PM
To: Eric Tracy
Cc: Steve Wallace; Tarik Hameed; Cochran, Adam; Lewis, Ryan
Subject: RE: Cabarrus Parking Deck Construction Materials Testing

External Email.

1. I'm fine with requiring the contractor to do the core drilling, and having the testing agency review the samples. For what it's worth, I doubt we'd require this unless there was a big concern regarding the section receiving epoxy injection.
2. 078413: Will let Morris Berg handle this.
3. Agreed – manufacturer rep can conduct pull test and Kleinfelder can witness/document.

Regards,

Matt Sumpter, P.E. | Associate
Kimley-Horn | 421 Fayetteville Street, Suite 600, Raleigh, NC, 27601
Direct: 919 653 6649
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Celebrating ten years as one of FORTUNE's 100 Best Companies to Work For

From: Eric Tracy [mailto:ETracy@kleinfelder.com]
Sent: Friday, November 17, 2017 1:45 PM
To: Sumpter, Matt <matt.sumpter@kimley-horn.com>
Cc: Steve Wallace <swallace@morrisberg.com>; Tarik Hameed <thameed@morrisberg.com>; Cochran, Adam <Adam.Cochran@kimley-horn.com>; Lewis, Ryan <Ryan.Lewis@kimley-horn.com>
Subject: RE: Cabarrus Parking Deck Construction Materials Testing

I discussed the building code requirement with Xavier Barrett, Kleinfelder's Sr. Geotechnical Engineer and he concurs that the proposed approach meets code requirement.

A few additional items to run by you are:

Section 030130 Concrete Maintenance- requires testing agency to perform core drilling and patching with epoxy mortar. Is it possible to revise this specification to require the contractor to perform these task with Kleinfelder responsible for evaluating the samples? This goes for coring deficient concrete under section 033000 part 3.17 B as well. I typically shy away from being the responsible party for coring drilling the structure due to the liability of damaging rebar or tendons. We do have the capability to locate rebar prior to drilling using a variety of methods if needed.

Section 078413 Penetration Firestopping. Since not included in special inspections, I assume the architect will perform QA inspections for this item. Please confirm.

Section 079200 Joint Sealants- item 1.5 C. Our local personnel do not meet the testing agency qualifications outlined so we will not be able to perform the QA testing ourselves. On our last parking deck project, the manufacturer's

representative performed the product testing with Kleinfelder onsite to witness and document test results. Is this an acceptable approach?

Thanks,
Eric

From: Sumpter, Matt [<mailto:matt.sumpter@kimley-horn.com>]
Sent: Thursday, November 16, 2017 2:18 PM
To: Eric Tracy <ETracy@kleinfelder.com>
Cc: Steve Wallace <swallace@morrisberg.com>; Tarik Hameed <thameed@morrisberg.com>; Cochran, Adam <Adam.Cochran@kimley-horn.com>; Lewis, Ryan <Ryan.Lewis@kimley-horn.com>
Subject: RE: Cabarrus Parking Deck Construction Materials Testing

External Email.

Hey Eric, responses to your questions:

1. I would like to keep the licensed professional there for supervision and acceptance of the test piles, but I think it's OK to use the EIT who is under the direct supervision of the PE/GE for the production piles. I do want to be careful here that our inspections and acceptance of piles still conforms to the NCSBC exception requirements of 1810.3.5.2.2 regarding uncased piles with length:diameter ratio greater than 30. I think it does, but would welcome your opinion:

1810.3.5.2.2 Uncased. Cast-in-place deep foundation elements without a permanent casing shall have a diameter of not less than 12 inches (305 mm). The element length shall not exceed 30 times the average diameter.

Exception: The length of the element is permitted to exceed 30 times the diameter, provided the design and installation of the deep foundations are under the direct supervision of a *registered design professional* knowledgeable in the field of soil mechanics and deep foundations. The *registered design professional* shall submit a report to the *building official* stating that the elements were installed in compliance with the *approved construction documents*.

- a.
2. The pour sequence shown in our plans are based on a maximum pour of 350 CY. That being said, during the precon meeting Messer indicated they might be able to reduce that to only 2 or 3 pours (based on feedback from their concrete subs). So, this question might be better handled by Messer. We (the design team) will of course review whatever proposed sequence they develop.
3. Please plan to do the 2x2 cubes. Here are some clarifications to what the 033000 and 316316 specs read regarding concrete tests for the pile grout:
 - a. Only need to take one set of samples in the morning, and one in the night. You don't need to worry about sampling each truck, or based on volume.
 - b. You can omit doing the field-cured specimens (just for the piles). So you'll just be taking 9 – cubes for each sample.

Regards,

Matt Sumpter, P.E. | Associate
Kimley-Horn | 421 Fayetteville Street, Suite 600, Raleigh, NC, 27601
Direct: 919 653 6649
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From: Eric Tracy [<mailto:ETracy@kleinfelder.com>]
Sent: Thursday, November 16, 2017 12:26 PM
To: Sumpter, Matt <matt.sumpter@kimley-horn.com>; Tarik Hameed <thameed@morrisberg.com>
Subject: FW: Cabarrus Parking Deck Construction Materials Testing

Added one more. See below.

From: Eric Tracy
Sent: Thursday, November 16, 2017 11:38 AM
To: 'Sumpter, Matt' <matt.sumpter@kimley-horn.com>; 'Tarik Hameed' <thameed@morrisberg.com>
Subject: RE: Cabarrus Parking Deck Construction Materials Testing

Hi Matt, a few more questions for you-

1. Is it acceptable to use the SCO guidelines for qualification of SI personnel in addition to those you have listed in the schedule of SI? Specifically, those for ACIP piles, which would allow an EIT to perform the inspection under the supervision of an experienced PE. (NCSCO_SI_2013 attached)
2. The structural plans show the pour sequence for each elevated floor (4 pours per level), does Kimley-Horn have a rough concrete quantity take off for each pour? This will help me determine how many sets of concrete cylinders to estimate for the project.
3. What frequency should grout cubes be cast for the ACIP piles? Reference section 316316, 3.7 D. Is the intent to follow frequency outlined in cast in place specification 033000? Are 2"x4" or 3"x6" cylinders acceptable for use in lieu of 2"x2" cubes?

Thanks
Eric

From: Sumpter, Matt [<mailto:matt.sumpter@kimley-horn.com>]
Sent: Tuesday, October 24, 2017 1:19 PM
To: Eric Tracy <ETracy@kleinfelder.com>; Tarik Hameed <thameed@morrisberg.com>
Cc: Jonathan Marshall <JBMarshall@cabarruscounty.us>; Michael Miller <MAMiller@cabarruscounty.us>; Lewis, Ryan <Ryan.Lewis@kimley-horn.com>; Kyle Bilafer <KDBilafer@cabarruscounty.us>; Steve Wallace <swallace@morrisberg.com> <swallace@morrisberg.com>
Subject: RE: Cabarrus Parking Deck Construction Materials Testing

External Email.

Eric, my responses are below – other team members may want to weigh in as well.

Tarik, can you forward Eric the permit documents with addenda?

- Regarding early concrete strength testing prior to stressing, should we plan for field cured compression testing or maturity meters or a combination of both. This will help me determine if a mobile laboratory is necessary. **We have had success using maturity meters so are open to either (both options are listed in our specs). What is your experience and thoughts on them? Any significant cost difference between the two?**
- Would you like us to maintain concrete control charts? Once enough data is collected these are particularly helpful to identify poor mix performance trends prior to actual 28-day test results. Only minor cost to client as this is just administrative data entry and brief PM review. **Makes sense to me – does this just apply if doing concrete cylinders, or does it also apply to maturity meters?**
- Would the team see value in Kleinfelder providing a Project Specific SharePoint site to house all our testing and inspection records? Typically, we upload all our reports to the SP site in real time (viewable to the project team)

and then transfer all the documents to the client via hard drive or FTP at the end of the project. We can provide this to the client at no cost but do need a good lead time for my IT department to set up. This might be a question for Messer to consider, and whether they plan to use a specific project management site. If they are, I'd rather all documents be in a single place. Otherwise I don't have any preference whether it comes via email or stored in the cloud (internally, Kimley-Horn will still download and keep them locally regardless).

Regards,

Matt Sumpter, P.E. | Associate

Kimley-Horn | 421 Fayetteville Street, Suite 600, Raleigh, NC, 27601

Direct: 919 653 6649

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Celebrating ten years as one of FORTUNE's 100 Best Companies to Work For

From: Eric Tracy [<mailto:ETracy@kleinfelder.com>]

Sent: Tuesday, October 24, 2017 12:36 PM

To: Sumpter, Matt <matt.sumpter@kimley-horn.com>; Kyle Bilafer <KDBilafer@cabarruscounty.us>; Tarik Hameed <thameed@morrisberg.com>; Steve Wallace (swallace@morrisberg.com) <swallace@morrisberg.com>

Cc: Jonathan Marshall <JBMarshall@cabarruscounty.us>; Michael Miller <MAMiller@cabarruscounty.us>; Lewis, Ryan <Ryan.Lewis@kimley-horn.com>

Subject: RE: Cabarrus Parking Deck Construction Materials Testing

Hi Matt,

I look forward to working with this project team as well. As Kyle mentioned most of my questions are regarding scope and schedule, the latter will require input from Messer once they submit a preliminary construction schedule (estimated date of submission?). I should be able to define our scope well once I receive a copy of the plans and specifications, can you please send me a copy at your convenience. Some initial questions are listed below:

- Regarding early concrete strength testing prior to stressing, should we plan for field cured compression testing or maturity meters or a combination of both. This will help me determine if a mobile laboratory is necessary.
- Would you like us to maintain concrete control charts? Once enough data is collected these are particularly helpful to identify poor mix performance trends prior to actual 28-day test results. Only minor cost to client as this is just administrative data entry and brief PM review.
- Would the team see value in Kleinfelder providing a Project Specific SharePoint site to house all our testing and inspection records? Typically, we upload all our reports to the SP site in real time (viewable to the project team) and then transfer all the documents to the client via hard drive or FTP at the end of the project. We can provide this to the client at no cost but do need a good lead time for my IT department to set up.

I'm sure to have additional questions once I review the specifications.

Thanks,

Eric J. Tracy

Project Manager

9009 Perimeter Woods Drive, Suite H

Charlotte, NC 28216

C|336.362.6193



From: Sumpter, Matt [<mailto:matt.sumpter@kimley-horn.com>]
Sent: Monday, October 23, 2017 7:37 AM
To: Kyle Bilafer <KDBilafer@cabarruscounty.us>; Tarik Hameed <thameed@morrisberg.com>; Steve Wallace <swallace@morrisberg.com>
Cc: Eric Tracy <ETracy@kleinfelder.com>; Jonathan Marshall <JBMarshall@cabarruscounty.us>; Michael Miller <MAMiller@cabarruscounty.us>; Lewis, Ryan <Ryan.Lewis@kimley-horn.com>
Subject: RE: Cabarrus Parking Deck Construction Materials Testing

External Email.

Thanks for the update Kyle.

Eric, look forward to working with the Kleinfelder team on the project. Happy to discuss questions as needed – my contact info is below. I'm also adding Ryan Lewis to this email string, who is the Project Manager for Kimley-Horn and also the Civil team lead.

Regards,

Matt Sumpter, P.E. | Associate
Kimley-Horn | 421 Fayetteville Street, Suite 600, Raleigh, NC, 27601
Direct: 919 653 6649
Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

Celebrating ten years as one of FORTUNE's 100 Best Companies to Work For

From: Kyle Bilafer [<mailto:KDBilafer@cabarruscounty.us>]
Sent: Friday, October 20, 2017 5:30 PM
To: Sumpter, Matt <matt.sumpter@kimley-horn.com>; Tarik Hameed <thameed@morrisberg.com>; Steve Wallace <swallace@morrisberg.com>
Cc: Eric Tracy <ETracy@kleinfelder.com>; Jonathan Marshall <JBMarshall@cabarruscounty.us>; Michael Miller <MAMiller@cabarruscounty.us>
Subject: Cabarrus Parking Deck Construction Materials Testing

Matt, Tarik, and Steve:

The County has chosen Kleinfelder for the construction materials testing at the new deck.

Eric Tracy with Kleinfelder will be the project manager. We met today and he has some project questions and schedule questions that I can't answer. I am not sure Morris-Berg or Kimley-Horn can even answer them without seeing a schedule from Messer but I suspect you all can at least get him closer than I can.

He is copied on this email and I suggested he reach out to all so he can start getting these questions out there, please answer what you can and what you can't (what ends up being contractor specific) we can pass onto Messer. This will assist Eric getting his proposal to me so I can get them under contract prior to January 2018.

I have asked that Eric copy all of us on any correspondence

Thank you for your assistance with this matter.

Kyle Bilafer
Cabarrus County
Area Manager of Operations
(704) 305-9723
kdbilafer@cabarruscounty.us

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.