

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN

2.1. BOC - Changes to the Agenda Pg. 3

3. DISCUSSION ITEMS - NO ACTION

3.1. 2021 Child Protection and Fatality Team Report Pg. 5

3.2. Infrastructure and Asset Management - Courthouse Expansion Project Update Pg. 24

3.3. Innovation and Technology - Innovation Report Pg. 31

4. DISCUSSION ITEMS FOR ACTION

4.1. Active Living and Parks - PARTF Grant Request Pg. 33

4.2. Active Living and Parks - Senior Center Grant Funds Pg. 34

4.3. BOC - Appointments to Boards and Committees Pg. 36

4.4. Cooperative Extension - 4-H Afterschool Cannon Foundation Grant Pg. 38

4.5. County Manager - Public Private Partnership for Library and Senior Center - Public Hearing 6:30 p.m. Pg. 41

4.6. County Manager - Retention Payment Pg. 43

4.7. DHS - Budget Revision for Additional Funds Pg. 49

4.8. DHS - Budget Revision for Adult Protective Services (APS) Essential Funds Pg. 55

4.9. Emergency Management - Additional Emergency Management Performance Grant Funds Pg. 64

4.10. Finance - Audit Contract for Fiscal Years Ending June 30, 2022 Pg. 68

4.11. Finance - Cabarrus County Reimbursement Resolution for Limited Obligation Bonds 2022B Pg. 80

4.12. Finance - Cabarrus County School Mobile Unit Request Pg. 95

4.13. Finance - Cabarrus County School Request Pg. 101

4.14. Finance - Debt Refunding of Limited Obligations Bonds - Public Hearing 6:30 p.m. Pg. 104

4.15. Finance - Installment Financing Contract 2022B Draw-Down LOBS for Various School and County Projects - Public Hearing 6:30 p.m. Pg. 109

4.16. Finance - Occupancy Tax Waiver Pg. 115

- 4.17. Human Resources - Personnel Ordinance Changes - Compensation Pg. 127
- 4.18. Infrastructure and Asset Management - Emergency Equipment Warehouse - ITS Building Bid Award Pg. 183
- 4.19. Infrastructure and Asset Management - Reciprocal Easement for Building Adjacent to County Parking Garage Pg. 196
- 4.20. Infrastructure and Asset Management - Recommended Approval of Preferred Alternates for Sheriff's Office Firing Range Renovations Pg. 209
- 4.21. Infrastructure and Asset Management - Sale of Surplus Vehicle to Davidson County Sheriff's Office Pg. 213
- 4.22. Library - Approval of Budget Amendment Pg.217
- 4.23. Planning and Development - Weatherization American Rescue Plan Act Budget Amendment Pg. 230
- 4.24. Register of Deeds - Excise Tax Pg. 234

5. APPROVAL OF REGULAR MEETING AGENDA

- 5.1. BOC - Approval of Regular Meeting Agenda Pg. 251

6. CLOSED SESSION

- 6.1. Closed Session - Pending Litigation and Acquisition of Real Property Pg. 255

7. ADJOURN

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Approval of Work Session Agenda - Chairman

SUBJECT:

BOC - Changes to the Agenda

BRIEF SUMMARY:

A list of changes to the agenda is attached.

REQUESTED ACTION:

Motion to approve the agenda as amended.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
MARCH 7, 2022**

ADDITIONS:

Discussion Items for Action

4.17 Human Resources - Personnel Ordinance Changes - Compensation

Closed Session

6.1 Closed Session - Pending Litigation and Acquisition of Real Property

UPDATED:

Discussion Items - No Action

3.2 Infrastructure and Asset Management - Courthouse Expansion Project Update

Discussion Items for Action

4.4 Cooperative Extension - 4-H Afterschool Cannon Foundation Grant

4.6 County Manager - Retention Payment

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

2021 Child Protection and Fatality Team Report

BRIEF SUMMARY:

A representative from the Cabarrus County Child Protection and Fatality Team will present the annual review of our child fatalities and current issues impacting our children's welfare.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Paula Yost, JD, LPCA Chair, Cabarrus County Child Protection and Fatality Team

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Presentation

The State of our Children: A 2021 Report

Paula J. Yost, JD, LCMHC, Chair
Cabarrus County, Child Protection & Fatality Team

What is CPFT?

- CPFT = Child Protection & Fatality Team
- In Cabarrus County, it has made sense to combine both teams. Thus, we combined with the goal of becoming one of the top CPFTs in the state.
- A focus is on examining the deaths of children in the county during the previous calendar year.
- We discuss each case and ponder ways that the deaths could have been prevented and look at issues county wide that lead to better protection of our children.
- We are mandated by G.S. 7B 1407
- An interdisciplinary group of community representatives who meet regularly to promote a community-wide approach to the problem of child abuse and neglect.

LME/MCO Improvements

- Partners responds within 72 hours and no more than 4 days for a comprehensive clinical assessment and recommended treatment level authorized for foster children needing placement. This used to take a minimum of 14 days but ended up more like a month or longer. Results in reduced number of days child or adult may be stuck in the hospital emergency department. Lack of placements for adolescents and older youth with severe behavioral diagnosis is statewide, systemic issue.
- Immediate assignment to DHS of a Care Coordinator that will later be housed at DHS when safe/post pandemic.
- Medicaid In Lieu of Services (what disabled adults receive prior to going on the Innovations Waiver) – Cardinal had 10 available such as ACT, Family Centered Treatment, Rapid Care, etc. Partners matched these 10 and added 9 additional ILOS upon go live in Sept. 2021.
- Partners operates an open provider network that allows expansion of services with existing and new providers.
- Extensive and consistent offering of FREE training and webinars available to community agencies.
- Information sharing and feeding is excellent.

2021 DHS Numbers

- Investigations worked with 4,470 children an increase from 3,728 children from 2020.
- For Cabarrus County, we accepted 1038 cases and out of those 506 were forensic cases.
- Forensic cases involve physical or sexual abuse.
- Forensic cases makes up 49% of the cases that were accepted for Cabarrus in 2021.
- Forensics makes up 27.8% of the cases that were accepted for Cabarrus in 2020.
- This jump (almost double) is due to more complex domestic violence, substance abuse, and people already living in poverty.
- Out of the total amount of cases accepted 280 of them had substance abuse allegations and out of those 69 cases (25%) alleged opiate use.
- Cabarrus County has completed 423 assist requests from other counties and states. (Cabarrus County has completed 397 assist request from other counties and states.)
- DHS probably needs more social workers.

Child Abuse – DHS Numbers

- 43 families per month in in home services as opposed to last year's 54
- 161 (2021) children in foster care as opposed to last year's 152 (2020), 133 (in 2019)

DHS - PREVENTION

- The Prevention Unit has received a total of 505 referrals from January 2021 – December 2021
- The Prevention Unit has served 160 Families thus far from January 2021 – December 2021
- Between Two Homes has received a total of 44 referrals and have with the total class participants being 104 from January 2021 – December 2021.
- The Parenting Specialist has received a total of 39 referrals. 30 families participated in Parenting with the Parenting Specialist.
- The Prevention Team began outreach to 217 Cabarrus County churches in the month of November which resulted in 21 families receiving meals at Thanksgiving.
- In the Month of December 36 families were sponsored for Christmas with gifts/12 families received meals.
- This unit has a 12% rate of recidivism. Only 12% of families in prevention went on to have mandatory services/involvement with DHS for abuse, neglect, or dependency.

Jeff Gordon Children's Advocacy Center

2020	2021
New to the CAC: 193	265
Female: 132	180
Male: 61	85
0-6 Years: 72	84
7-12 Years: 59	104
13-17 Years: 62	77
Not every forensic case goes to the CAC	

Obesity

nearly one in three
children in the
community classified
as overweight or
obese

33% is the number of
Children Identified as
Overweight or Obese
in Cabarrus County

2020 Cabarrus County Child Fatalities

- **Illness-8**
- **Prematurity-5**
- **Accidental-2:** Struck by car (positive for marijuana at birth; long history of failure to supervise children), 1-Co-sleeping-1 month old (substance affected status unknown)
- **Accidental and Substance affected-3:** 1-Co-sleeping-3 months old , Marijuana, 1-Co-sleeping-5 months old, Subutex, tobacco, and benzodiazepines, 1-Co-sleeping-3 months old, Marijuana
- **Abuse-0**
- **DA's review/pending-0**

- **TOTAL = 18** (2015-23; 2016-22; 2017-21, 2018-24, 2019-23)

Prior years

- 2017 – 2 unsafe sleep deaths; one had a heart condition and one was positive for marijuana at birth
- 2018 – 3 unsafe sleep deaths; no known drug use
- 2019 – 4 unsafe sleep deaths; one positive for marijuana at birth
- 2020 – 4 unsafe sleep deaths; three positive for marijuana at birth
- Total fatality in this Classification over four years: 13 of those 5 were marijuana positive (38%)

Chief Death Investigator says . . .

- Lisa Mayhew, Chief Death Investigator sent an email to the State in December 2021, and said, “In the 10 years of Safe Sleep efforts, our numbers have not decreased.”
- Messaging has been a mix of not strong enough, and battling against contradictory information being provided to families.
- SIDS is natural and has been separated from unsafe sleep deaths for over 10 years. Messaging needs to reflect that. Co-sleeping is a risk factor FOR SIDS. While breast feeding reduces the likelihood of SIDS, breast feeding in bed lying down increases the risk of asphyxiation. Nursing moms NEED to understand this.
- There is NO such thing as safely co-sleeping
- We have successfully REDUCED DEATHS in several areas due to local efforts in the past. We can do it again.
- Local teams need to be proactive, work with community partners, outside of their typical circle, be creative, and get the message out to the families directly. Educating families properly and directly is the key. We can no longer sit by with brochures/pamphlets and hope they get the message. That has not worked.

SIDS (Sudden Infant Death Syndrome)

- Typically, a diagnosis of exclusion. Limited anatomical evidence at autopsy.
- Tox testing is limited or out of scope.
- Death certificate will most likely go “undetermined.”
- Could marijuana exposure play a role?
 1. Safe sleeping habits
 2. Sedation
 3. Parent attentiveness
 4. Overall environmental conditions

Toxicology

- Dr. Jason Hudson presented to our team last fall. He is the Chief State Toxicologist.
- Currently, there is no cannabinoid testing conducted at OCME toxicology for any case type or demographic.
- A variety of things contribute to that:
 - 1) Marijuana use is not commonly associated with cause and manner of death determinations
 - 2) Cannabinoid testing in blood is difficult.
 - 3) Population has a high positivity rate (leads to an increased number of confirmations).
 - 4) Testing scheme requires start up money and ongoing support. They OCME does not charge fees for testing.

Impact of Cannabinoids in Children

- Very limited studies on impact of marijuana exposure (in utero or post utero available)
- Some studies show smaller head circumference, reduction in motor skills, etc.
- Non-psychoactive cannabinoids having potential benefit for seizures
- Raises questions regarding the overall environment for the child

What are we doing about it?

- Atrium is trying to educate mothers.
- DHS has a special team who goes out to Atrium before a child leaves the unit.
- CMARC (Care Management for at Risk Children) referrals are occurring and babies are being followed.
- Overall education of county employees about the significant dangers which are present when a mother is smoking marijuana while pregnant.
- Educating our State representatives to be mindful of this. The toxicologist pointed out that this can also be impacting car accidents or automobile related fatality.
- The county Communication's Department is making four videos about safe sleep, shaken baby, and other topics in this realm. We are very thankful for this resource.
- Local law enforcement is having a training with the Chief Medical Examiner about death investigations and we need the community to support these.

Information for the public

- Do not smoke marijuana when you are pregnant because we do not know the impact it has on your newborn. (Women do it to alleviate pain and discomfort.)
- Often, not always, but often, smoking marijuana while pregnant is a sign of addiction which will impact your child when they are born.
- Using marijuana and breast feeding can pass THC to your newborn. This creates a recipe for danger when combined with unsafe sleep.
- Using marijuana and not breast feeding can still create a recipe for danger when combined with unsafe sleep.
- Some newborns can have natural holes in their immature hearts which could make this entire scenario more risky.

Other things to note

- The SUN Clinic – our tracking shows that thus far, not a single child who was born of a mother followed by the SUN Clinic has died.
- We have never had a child die in a safe sleep situation.

Questions?

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Courthouse Expansion Project Update

BRIEF SUMMARY:

Staff will provide an update on the Courthouse Expansion project.

REQUESTED ACTION:

No action required.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▣ Photos

BOC Courthouse Project Update (03-07-22)







Messer
WeAreBuilding.

Cabarrus County Courthouse

Image # 89
Date : 03.02.2022
Photo 888.542.0231







CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Innovation and Technology - Innovation Report

BRIEF SUMMARY:

Presentation of innovation and technology services put into place by IT in collaboration with other departments and community stakeholders in alignment with the County's five strategic priorities.

1. Transparent and Accountable Government
2. Healthy and safe Community
3. A Thriving Economy
4. Culture and Recreation
5. Sustainable Growth and Development

REQUESTED ACTION:

Receive report.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Todd Shanley, Chief Information Officer

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Active Living and Parks - PARTF Grant Request

BRIEF SUMMARY:

Following the Cabarrus County Grant Policy, this is the request for BOC approvals. The Department wishes to apply for a Park and Recreation Trust Fund Grant (PARTF) for the Mt. Pleasant Park Project. The requested amount is \$500,000 and is a required match by the County. The Grant will assist in funding the athletic fields, playground, trails, and restroom building.

NOTE: The required match is in the budget.

REQUESTED ACTION:

Motion to approve the PARTF Grant Application submittal for the Mt. Pleasant Park Project

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Londa Strong, Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Active Living and Parks - Senior Center Grant Funds

BRIEF SUMMARY:

Request to increase the budget to utilize approved Area Agency on Aging (AAA) Grant funds. Grants from HPDP, Sr. Center Operations, and General Purpose will all receive additional reimbursement funding. These funds will be utilized to:

HPDP - provides reimbursement for specific classes

Sr. Center Operations - funds approved from Division of Aging and Adult Services of to purchase 2 vehicles for use by staff to transport employees, equipment, program supplies.

General Purpose - provides some free programming for senior center participants

Requesting transfer of \$38,500 from Fund Balance to fulfil BA requirements. These funds will be replenished after expenditures and reimbursements are made.

REQUESTED ACTION:

Motion to approve the necessary budget amendment.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Byron Haigler, Assistant Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Appointments to Boards and Committees

BRIEF SUMMARY:

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

Appointments (Removals) - Adult Care Home Community Advisory Committee

Adult Care Home Community Advisory Committee member Toni Swick has resigned from her position on the committee. The Regional Ombudsman has requested her name be removed from the roster. Ms. Swick has served on this committee since 2015.

Appointments and Removals - Public Health Authority of Cabarrus County

Mr. James Mack has resigned from his position on the Public Health Authority of Cabarrus County, effective January 31, 2022. He held a public member seat. The Public Health Authority Board met and discussed membership at their meeting and recommends Dr. Chip Buckwell to fill that vacant seat.

Representative recommendation is Dr. Chip Buckwell.

REQUESTED ACTION:

Provide information.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Cooperative Extension - 4-H Afterschool Cannon Foundation Grant

BRIEF SUMMARY:

Cabarrus County 4-H Afterschool has received grant funding from the Cannon Foundation each year since 2013 to support curriculum kits for afterschool sites. A grant was awarded for January-December 2022 in the amount of \$25,000. We are seeking BOC approval. The grant will increase revenues and expenses in the Cooperative Extension budget. There is not a requirement for matching county funds.

REQUESTED ACTION:

Motion to approve Cannon Grant funding and the necessary budget amendment.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Tracy LeCompte, County Extension Director
Cabarrus County Cooperative Extension

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Budget Amendment

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Public Private Partnership for Library and Senior Center - Public Hearing
6:30 p.m.

BRIEF SUMMARY:

On February 7, 2022, the Board identified a critical need for a Library and Senior Center facility in the western portion of the county. To accomplish the development and construction of the facility, the Board approved pursuing a public-private partnership with a developer under the terms of North Carolina General Statute 143-128.1C. A Request for Qualifications (RFQ) was posted on February 8, 2022 and one responsive proposal was received from CK Lakepointe Corporate Center (Childress Klein).

Through a partnership with CK Lakepointe Corporate Center (Childress Klein), a 40,000 square foot building will be constructed and leased to the county based on the following general terms:

Location: Tax Parcel 46919188600000

Initial Term: 20 years

Rent: estimated \$59,333.33 per month, \$712,000 annually

Escalation: Increase by 10% every five years

Purchase Clause: during the initial term, upon written notice, the County can purchase the facility. The purchase price shall be equal to the total rent payable for the twelve (12) month period immediately preceding the transfer of the property divided by 0.06875 (representing a 6.875% capitalization rate)

The facility would be expected to open in late 2024 with the County completing the purchase in 2026.

REQUESTED ACTION:

Hold the public hearing.

Motion to authorize the County Manager to negotiate and execute a Development Contract, consistent with the provided general terms, between Cabarrus County and CK Lakepointe Corporate Center (Childress Klein); subject to review or revisions by the County Attorney and completion of the required 30-day notice period.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Rodney Harris, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Retention Payment

BRIEF SUMMARY:

In gratitude for their continued service and sacrifice, we recommend providing a one-time retention payment to County employees using federal funds based on the presented plan. The one-time payments would be prorated based on pandemic service time, and whether the employee is full or part-time.

Service Date	Amount
Full-time	
Hired before 3/30/2020	\$ 5,000
Hired before 3/30/2021	2,000
Hired before 3/1/2022	1,000
Part-time (non-seasonal)	
Hired before 3/30/2020	\$ 1,000
Hired before 3/30/2021	500
Hired before 3/1/2022	250

REQUESTED ACTION:

Motion to suspend the rules of procedure.

Motion to approve the use of federal funds for one-time retention payments to full and part-time County employees and to approve the associated budget amendment and project ordinance.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Michael Downs, County Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Amendment
- ▣ Project Ordinance

Budget Revision/Amendment Request

Date: 3/7/2022

Amount: 10,000,000.00

Dept. Head: Wendi Heglar

Department: Finance

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

To reallocate American Rescue Plan funds for the revenue loss allocation.							
Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
440	9	1925 9101 ARPLR	Salaries and Wages	-	10,000,000		10,000,000
440	9	1925 9445 ARP	Purchase Services	1,600,000		1,600,000	-
440	9	1925 9397 ARP	Miscellaneous	6,146,049		5,900,000	246,049
440	9	1925 974914 ARP55	Small Business Grants	5,000,000		2,500,000	2,500,000
001	9	1960 9708	Contribution to Capital Project Fund	9,572,798	1,600,000		11,172,798
001	9	2110 9101	Salaries and Wages Sheriff	12,093,074		1,600,000	10,493,074

Budget Officer

- Approved
- Denied

Signature

Date

County Manager

- Approved
- Denied

Signature

Date

Board of Commissioners

- Approved
- Denied

Signature

Date

**CABARRUS COUNTY
CARES RELIEF FUNDS – SPECIAL REVENUE
PROJECT 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 receiving and disbursing funds as directed by CARES Act funding and the US Department of State Treasury and Emergency Rental Assistance Program (ERAP) funding and the US Department of State Treasury.
- 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), the grant terms, the rules and regulations of the US Department of State Treasury and the budget contained herein.
- C. It is estimated that the following revenues will be available to fund COVID 19 and Emergency Rental Assistance expenditures:

CARES Act Relief Funds	\$7,972,670
American Rescue Plan	42,043,458
Interest Income	3,499
Emergency Rental Assistance (ERA21)	11,494,069
Emergency Rental Assistance Second Allocation (ERA22)	5,165,710
TOTAL REVENUES	\$66,679,406

- D. The following appropriations are made for expenditures related to COVID19 and

Salaries and Benefits (CARES)	\$3,581,275
Other Public Health Expenditures (CARES)	2,415,010
Municipal Distribution (CARES)	1,979,884
Administration (ERA21)	652,851
Emergency Rental Assistance (ERA21)	10,841,218
Administration (ERA22)	516,571
Emergency Rental Assistance Second Allocation (ERA22)	4,649,139
Salaries and Benefits Administration (ARP)	463,350
Salaries and Benefits Retention (ARP Loss Revenue)	10,000,000
Other Public Health Expenditures (ARP)	3,275,000
Aid to Nonprofits	28,059,059
Unallocated (ARP)	246,049

TOTAL EXPENDITURES	\$66,679,406
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GRAND TOTAL – REVENUES	\$66,679,406
GRAND TOTAL – EXPENDITURES	\$66,679,406

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 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.
 - 5. 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.
 - 6. 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.
 - 7. 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).
 - 8. 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 Grant 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 grant 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 grant project, all unrestricted excess funds are transferred to the General Fund and the portion of the Grant Project associated with the project is closed.

Adopted this 7th day of March, 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

DHS - Budget Revision for Additional Funds

BRIEF SUMMARY:

When the N.C. State Legislature approved the FY22 state budget in November 2021 they allocated additional funds for Home and Community Care Block Grant (HCCBG) programs. Cabarrus County received an additional \$61,104. The HCCBG Advisory Committee met and agreed to split the additional funds between congregate nutrition (Cabarrus County's Lunch Plus program) and home delivered meals (Meals on Wheels). Each program will receive \$30,552 before the required 10% match. Since Meals on Wheels is not a county agency the county will only need to match the additional amount received by Lunch Plus. The required match for that is \$3,395.

Additional funding for the Congregate Nutrition Program (Lunch Plus) has been made available through the American Rescue Plan Act (ARPA) of 2021. These funds are being distributed through the NC Division of Aging and Adult Services and the Centralina Area Agency on Aging (AAA). The amount available to Cabarrus County Lunch Plus is \$100,224. The funds are to be used for services provided between October 1, 2021 and September 30, 2024. There is no county match for these funds."

REQUESTED ACTION:

Motion to approve the revised Cabarrus County HCCBG Funding Plan and approve the Budget Amendment for the additional appropriations and expenditures related to the increased funding.

Motion to approve the Budget Amendment for the ARPA funding and allow the County Manager to execute the contract.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Anthony Hodges
Program Administrator, Adult and Aging Services
HCCBG Lead Agency Representative

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ HCCBG Funding Plan Revision
- ▢ HCCBG Budget Amendment
- ▢ HCCBG Region F Additional Allocations
- ▢ Budget Amendment

NAME AND ADDRESS COMMUNITY SERVICE PROVIDER Cabarrus County -combined 1303 S. Cannon Blvd Kannapolis, NC 28083	Home and Community Care Block Grant for Older Adults County Funding Plan Provider Services Summary	DAAS-732 (Rev. 2/16) County Cabarrus July 1, 2021 through June 30, 2022 Revision# 1-Incr Alloc Rev Date: _____
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Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	USDA	Total	Projected	Projected	Projected	
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse. Rate	HCCBG Clients	
DHS-Adult Day Care		x	\$ -	\$ 10,382	\$ -	\$ 10,382	\$ 1,154	\$ 11,536	\$ -	\$ 11,536	334	\$ 34.5851	3	
DHS-Adult Day Health		x	\$ -	\$ 137,206	\$ -	\$ 137,206	\$ 15,245	\$ 152,451	\$ -	\$ 152,451	3704	\$ 41.1565	28	
DHS-Congregate Nutrition		x	\$ -	\$ -	\$ 136,518	\$ 136,518	\$ 15,169	\$ 151,687	\$ 35,957	\$ 187,644	13449	\$ 11.2790	300	
DHS-IHA-II Personal Care		x	\$ -	\$ 63,490	\$ -	\$ 63,490	\$ 7,054	\$ 70,544	\$ -	\$ 70,544	3878	\$ 18.1914	12	
DHS-IHA- III - Personal Care		x	\$ -	\$ 136,597	\$ -	\$ 136,597	\$ 15,177	\$ 151,774	\$ -	\$ 151,774	7270	\$ 20.8762	22	
ALP-Senior Center Operation	X		\$ -	\$ -	\$ 100,973	\$ 100,973	\$ 11,219	\$ 112,192	\$ -	\$ 112,192	NA	\$ -	0	
PD-HHI	X		\$ -	\$ -	\$ 50,862	\$ 50,862	\$ 5,651	\$ 56,513	\$ -	\$ 56,513	NA	\$ -	0	
CMOW-Home Delivered Meals	X		\$ -	\$ 121,942	\$ -	\$ 121,942	\$ 13,549	\$ 135,491	\$ 60,000	\$ 195,491	22405	\$ 6.0473	238	
DHS-Transportation (G)	X		\$ 90,198	\$ -	\$ -	\$ 90,198	\$ 10,022	\$ 100,220	\$ -	\$ 100,220	5567	\$ 18.0018	75	
DHS-Transportation (M)	X		\$ 111,183	\$ -	\$ -	\$ 111,183	\$ 12,354	\$ 123,537	\$ -	\$ 123,537	6861	\$ 18.0066	4500	
							\$ -	\$ -	\$ -	\$ -				
							\$ -	\$ -	\$ -	\$ -	0	0		
Total			201381	5E+05	288353	959,351	106594	1065945	95957	1E+06			678	

*Adult Day Care & Adult Day Health Care Net Service Cost			
	ADC	ADHC	
Daily Care	\$ 33.07	\$ 40.00	Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.
Administrative			
Proj Reimbursement Rate	\$ 33.07	\$ 40.00	
Administrative %			
			Signature, County Finance Officer Date
			Signature, Chairman, Board of Commissioners Date

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Cabarrus County received additional HCCBG funds of \$61,104. Cabarrus County will receive half of the additional allocation for the Lunch Plus Program (\$30,552) and the other half will go to the Meals on Wheels Program (\$30,552). Requesting a supplemental budget amendment to increase the Food budget line by \$30,552 plus the local match. There is a required local match of \$3,395.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	5750-9335	Food	280,599.00	33,947.00		314,546.00
001	6	5750-6224	Congregate Nutrition Grant	151,715.00	30,552.00		182,267.00
001	6	5750-6901	Fund Balance Appropriated	-	3,395.00		3,395.00
				-			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

Centralina FY22 Region F HCCBG County **ADDITIONAL** Allocations

Update January 2022

COUNTY	FY21 HCCBG	FY21 LOCAL MATCH	2021 Total Allocation Plus Local Match	FY22 HCCBG	FY22 LOCAL MATCH	FY22 Total Allocation Plus Local Match	FY21 to FY22 DIFFERENCE %	FY21 to FY22 DIFFERENCE \$	FY22 HCCBG Additional Allocation	FY22 HCCBG Additional MATCH	FY22 HCCBG Additional TOTAL	NEW FY22 Total Allocation Plus Local Match
ANSON	269,431	29,937	299,368	260,528	28,948	289,476	-3.30%	\$ (9,892)	14,138	1,570	15,708	305,184
CABARRUS	873,337	97,037	970,374	898,247	99,805	998,052	2.85%	\$ 27,678	61,104	6,789	67,893	1,065,945
GASTON	1,152,479	128,053	1,280,532	1,169,001	129,889	1,298,890	1.43%	\$ 18,358	82,391	9,155	91,546	1,390,436
IREDELL	917,756	101,973	1,019,729	934,336	103,815	1,038,151	1.81%	\$ 18,422	64,514	7,168	71,682	1,109,833
LINCOLN	543,947	60,439	604,386	544,330	60,481	604,811	0.07%	\$ 426	36,109	4,012	40,121	644,932
MECKLENBURG	3,835,823	426,203	4,262,026	3,912,932	434,770	4,347,702	2.01%	\$ 85,677	274,479	30,498	304,977	4,652,679
ROWAN	856,913	95,213	952,126	886,473	98,497	984,970	3.45%	\$ 32,844	59,826	6,647	66,473	1,051,443
STANLY	440,522	48,947	489,469	437,997	48,666	486,663	-0.57%	\$ (2,806)	28,886	3,210	32,096	518,759
UNION	913,010	101,446	1,014,456	948,614	105,402	1,054,016	3.90%	\$ 39,560	65,335	7,259	72,594	1,126,610
REGION F	9,803,218	1,089,246	10,892,464	9,992,458	1,110,273	11,102,731	1.93%	\$ 210,267	686,782	76,308	763,090	11,865,821

1.13.22

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

The Aging Department is expected to receive ARPA Nutrition Grant funds in the amount of \$100,244.00. These funds are to assist with the expenses of Innovation services such as program design, implementation, assessment, workflow, data collection and reporting and service delivery, increasing service access to hard to reach, underserved, or high-risk populations, and/or increase capacity of the organization to conduct service to intended populations. The grant period will run through September 30, 2024. There are no required local shares.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	5760-9335-ARP	Food	-	100,244.00		100,244.00
001	6	5760-6224-ARP	Congregate Nutrition Grant	-	100,244.00		100,244.00
							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 WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

DHS - Budget Revision for Adult Protective Services (APS) Essential Funds

BRIEF SUMMARY:

The N.C. Division of Aging and Adult Services (DAAS) has allocated funding through the American Rescue Plan Act (ARPA) of 2021 for and Adult Protective Services (APS) Essential Services Fund. This funding allows county departments of social services to provide essential services for adults for whom the need for protective services has been substantiated. These funds will assist adults to age in place, eliminating unnecessary institutionalization and promote opportunities to return to a community-based setting when possible. These essential services include the provision of medical care for physical and mental health, assistance in personal hygiene, assistance with obtaining appropriate food, clothing, seeking and providing heated and ventilated shelter, providing for protection from health and safety hazards, and protection from abuse, neglect, and exploitation.

Cabarrus County DHS's allocation for this fund is \$15,426.00. There is no county match required.

REQUESTED ACTION:

Motion to adopt the 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:

ATTACHMENTS:

- ▣ Budget Amendment
- ▣ DCDL APS Essential Fund 2_15_22
- ▣ APS Essential Services Funding Authorization

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

The APS dept is receiving funds for essential services under the American Rescue Plan Act (ARPA) of 2021 in the amount of \$15,426 for individuals receiving adult protective services. These essential services needs include medical care for physical and mental health, assistance in personal hygiene, assistance with obtaining appropriate food, clothing, seeking and providing heated and ventilated shelter, providing for protection from health and safety hazards, and protection from abuse, neglect, and exploitation. The APS Essential Services Fund is available for use February 1, 2022 through December 31, 2022 and is 100% federally funded. NO county share is required.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	5660-946101-ARP	Emergency Assistance	-	15,426.00		15,426.00
001	6	5660-6384-ARP	Cares Act Relief Payment	-	15,426.00		15,426.00
							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



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

KODY H. KINSLEY • Secretary

JOYCE MASSEY-SMITH, MPA •
Director, Division of Aging and Adult Services

February 17, 2022

DEAR COUNTY DIRECTOR OF SOCIAL SERVICES

ATTENTION: ADULT SERVICES SUPERVISORS AND PROGRAM MANAGERS

SUBJECT: ADULT PROTECTIVE SERVICES ESSENTIAL SERVICES FUND

REQUIRED ACTION: Information Only Time Sensitive Action Required

The Division of Aging and Adult Services (DAAS) has allocated \$1,500,00.00 of the American Rescue Plan Act (ARPA) of 2021 funding to an Adult Protective Services (APS) Essential Services Fund. This funding allows county departments of social services to provide essential services for adults for whom the need for protective services has been substantiated. These funds will assist adults to age in place, eliminating unnecessary institutionalization and promoting opportunities to return to a community-based setting when possible.

The fund is intended to assist county departments of social services in addressing identified protective services needs and mobilizing protective services where limited county funding and limited local resources may be a barrier. The funds are being made available in addition to any funds already allocated by the county and is not intended to replace funds already in place. Counties should ensure no other funding sources or resources are available to assist the individual prior to using the APS Essential Services Fund.

The APS Essential Services Fund must be used to provide and arrange for essential needs on behalf of an individual receiving Protective Services for Adults Planning and Mobilizing Services (SIS Code 204). The individual must be opened for SIS Code 204 services on a signed DSS-5027. If the individual is a recipient of the Community Alternatives Program (CAP) or the Special Assistance In Home Program (SAIH), counties should ensure that APS Essential Services Funds are used for needs that are not being covered through either of the programs.

These essential services needs include the provision of medical care for physical and mental health, assistance in personal hygiene, assistance with obtaining appropriate food, clothing, seeking and providing heated and ventilated shelter, providing for protection from health and safety hazards, and protection from abuse, neglect, and exploitation.

To account for these funds and receive reimbursement, your agency will need to complete an invoice for each individual receiving funding for the reimbursement month. The APS Essential Services Fund Reporting Tool is required to be completed for your agency to receive reimbursement for funding that meets the criteria for essential needs, and no other resources or funding opportunities are available. The APS Essential Services Fund Reporting Tool has been

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF AGING AND ADULT SERVICES

LOCATION: 693 Palmer Drive, Taylor Hall, Raleigh, NC 27603
MAILING ADDRESS: 2101 Mail Service Center, Raleigh, NC 27699-2101
www.ncdhhs.gov • TEL: 919-855-3400 • FAX: 919-733-0443

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created using the Microsoft Forms program, the same program as the monthly Adult Services Survey.

The information required to submit the APS Essential Services Fund Reporting Tool includes:

- The county name submitting the invoice
- The first and last name of the county staff completing the invoice
- The email address of the staff completing the invoice
- The SIS ID of the individual open for 204 services receiving services through the Essential Services Fund
- The amount spent in each of the applicable categories for that individual:
 - Medication/medical care
 - Housing supports (rent/mortgage payments, taxes, hotels)
 - Groceries
 - Personal hygiene/clothing
 - Household supplies (appliances/furniture)
 - Home repairs/modifications
 - Personal Care (sitter/respice/personal care aid, life alert, adult day care)
 - Utilities (electric, gas, telephone, water, internet)
 - Health and wellness supplies
 - Transportation
 - Other (please describe)

The APS Essential Services Fund is available for use beginning February 1, 2022, through December 31, 2022. Your agency will be asked to complete one invoice for each individual receiving the APS Essential Services funding for each month funding is available. A link to submit the monthly invoices is provided in the attachment, APS Essential Services Fund Reporting Tool. Please enter all of February reimbursements on the February tool by March 1, 2022. Moving forward the tool must be completed by 5:00 p.m. on the first working day of the month for the previous month. For example, all requested reimbursements for March 2022 should be entered in the monthly tool by 5:00 p.m. on April 1, 2022. If you are unable to submit an invoice in the APS Essential Services Reporting Tool by the due date, you may submit the invoice the following month for reimbursement.

No prior approval is needed by your agency to utilize this funding. Your agency will complete the DSS-1571 Part II to receive reimbursement for the previous month. The invoices should be submitted to DAAS via the APS Essential Services Fund Reporting Tool as a part of this reimbursement process.

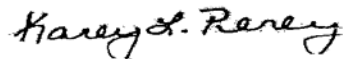
Please see the attached document, APS Essential Services Funding Authorizations SFY 2021-2022, with each county's allocation. Counties should track their monthly invoices to ensure you do not expend beyond your allocation. Any unused allocation for SFY 2021-2022, may be utilized in SFY 2022-2023, until December 31, 2022. If more than 20% of the funds remain on September 1, 2022, counties will be contacted to determine their plans and if the funds will be expended by December 31, 2022. If there are remaining funds, they will be reallocated according to the formula for those counties who have submitted invoices for the year and are able to utilize the funding. The funding formula for allocations is based on the number of individuals who received Protective Services in each county in SFY 2021-2022 and a weighted percent of 10% for SIS Code 202, 70% for SIS Code 204, and 20% based on the number of citizens at or below the poverty level for 2019.

We appreciate the contributions of the N.C. Association of County Directors of Social Services (NCACDSS) for the development of the definition of allowable services and the funding formula for the APS Essential Services Fund.

An in-service training will be conducted on February 24, 2022, during the monthly SA/AS Statewide Consultation that will explain the use of the funding and how to complete the APS Essential Services Reporting Tool.

If you have questions or need additional information, please contact Sarah M. Richardson at sarah.richardson@dhhs.nc.gov or the Adult Services listserv at dssasup@listserv.unc.edu.

Sincerely,



Karey Perez
Adult Services Section Chief

KP/smr/ctw

DAAS_AS_05_2005

Attachments: APS Essential Service Funding Authorizations SFY 2021-2022

APS Essential Services Fund Reporting Tool



DIVISION OF SOCIAL SERVICES

APS Essential Services

FUNDING SOURCE: APS Under SSA Title XX (CRRSA)

EFFECTIVE DATE: 07/01/2021

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM FEBRUARY 2022 THRU MAY 2022 SERVICE MONTHS

FROM MARCH 2022 THRU JUNE 2022 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	78,895.00	78,895.00	0.00	0.00	78,895.00	78,895.00
02	ALEXANDER	7,521.00	7,521.00	0.00	0.00	7,521.00	7,521.00
03	ALLEGHANY	4,732.00	4,732.00	0.00	0.00	4,732.00	4,732.00
04	ANSON	3,501.00	3,501.00	0.00	0.00	3,501.00	3,501.00
05	ASHE	5,753.00	5,753.00	0.00	0.00	5,753.00	5,753.00
06	AVERY	1,022.00	1,022.00	0.00	0.00	1,022.00	1,022.00
07	BEAUFORT	17,588.00	17,588.00	0.00	0.00	17,588.00	17,588.00
08	BERTIE	4,951.00	4,951.00	0.00	0.00	4,951.00	4,951.00
09	BLADEN	4,078.00	4,078.00	0.00	0.00	4,078.00	4,078.00
10	BRUNSWICK	11,558.00	11,558.00	0.00	0.00	11,558.00	11,558.00
11	BUNCOMBE	53,764.00	53,764.00	0.00	0.00	53,764.00	53,764.00
12	BURKE	13,604.00	13,604.00	0.00	0.00	13,604.00	13,604.00
13	CABARRUS	15,426.00	15,426.00	0.00	0.00	15,426.00	15,426.00
14	CALDWELL	19,484.00	19,484.00	0.00	0.00	19,484.00	19,484.00
15	CAMDEN	804.00	804.00	0.00	0.00	804.00	804.00
16	CARTERET	15,813.00	15,813.00	0.00	0.00	15,813.00	15,813.00
17	CASWELL	4,047.00	4,047.00	0.00	0.00	4,047.00	4,047.00
18	CATAWBA	19,643.00	19,643.00	0.00	0.00	19,643.00	19,643.00
19	CHATHAM	6,255.00	6,255.00	0.00	0.00	6,255.00	6,255.00
20	CHEROKEE	8,364.00	8,364.00	0.00	0.00	8,364.00	8,364.00
21	CHOWAN	3,887.00	3,887.00	0.00	0.00	3,887.00	3,887.00
22	CLAY	2,900.00	2,900.00	0.00	0.00	2,900.00	2,900.00
23	CLEVELAND	18,386.00	18,386.00	0.00	0.00	18,386.00	18,386.00
24	COLUMBUS	7,735.00	7,735.00	0.00	0.00	7,735.00	7,735.00
25	CRAVEN	28,322.00	28,322.00	0.00	0.00	28,322.00	28,322.00
26	CUMBERLAND	36,410.00	36,410.00	0.00	0.00	36,410.00	36,410.00
27	CURRITUCK	1,737.00	1,737.00	0.00	0.00	1,737.00	1,737.00
28	DARE	3,376.00	3,376.00	0.00	0.00	3,376.00	3,376.00
29	DAVIDSON	17,782.00	17,782.00	0.00	0.00	17,782.00	17,782.00
30	DAVIE	7,307.00	7,307.00	0.00	0.00	7,307.00	7,307.00
31	DUPLIN	9,735.00	9,735.00	0.00	0.00	9,735.00	9,735.00
32	DURHAM	55,966.00	55,966.00	0.00	0.00	55,966.00	55,966.00
33	EDGECOMBE	11,723.00	11,723.00	0.00	0.00	11,723.00	11,723.00
34	FORSYTH	22,859.00	22,859.00	0.00	0.00	22,859.00	22,859.00
35	FRANKLIN	7,610.00	7,610.00	0.00	0.00	7,610.00	7,610.00
36	GASTON	95,621.00	95,621.00	0.00	0.00	95,621.00	95,621.00
37	GATES	2,408.00	2,408.00	0.00	0.00	2,408.00	2,408.00
38	GRAHAM	3,818.00	3,818.00	0.00	0.00	3,818.00	3,818.00
39	GRANVILLE	7,579.00	7,579.00	0.00	0.00	7,579.00	7,579.00
40	GREENE	3,131.00	3,131.00	0.00	0.00	3,131.00	3,131.00
41	GUILFORD	37,100.00	37,100.00	0.00	0.00	37,100.00	37,100.00
42	HALIFAX	7,811.00	7,811.00	0.00	0.00	7,811.00	7,811.00
43	HARNETT	10,881.00	10,881.00	0.00	0.00	10,881.00	10,881.00
44	HAYWOOD	13,487.00	13,487.00	0.00	0.00	13,487.00	13,487.00
45	HENDERSON	16,775.00	16,775.00	0.00	0.00	16,775.00	16,775.00
46	HERTFORD	5,535.00	5,535.00	0.00	0.00	5,535.00	5,535.00
47	HOKE	8,962.00	8,962.00	0.00	0.00	8,962.00	8,962.00

	COUNTY	Initial (or Previous) Allocation		Additional Allocation		Grand Total Allocation	
		Funding Authorization					
		Federal	Total	Federal	Total	Federal	Total
48	HYDE	1,601.00	1,601.00	0.00	0.00	1,601.00	1,601.00
49	IREDELL	13,583.00	13,583.00	0.00	0.00	13,583.00	13,583.00
50	JACKSON	6,816.00	6,816.00	0.00	0.00	6,816.00	6,816.00
51	JOHNSTON	26,209.00	26,209.00	0.00	0.00	26,209.00	26,209.00
52	JONES	1,029.00	1,029.00	0.00	0.00	1,029.00	1,029.00
53	LEE	2,910.00	2,910.00	0.00	0.00	2,910.00	2,910.00
54	LENOIR	5,733.00	5,733.00	0.00	0.00	5,733.00	5,733.00
55	LINCOLN	12,060.00	12,060.00	0.00	0.00	12,060.00	12,060.00
56	MACON	4,829.00	4,829.00	0.00	0.00	4,829.00	4,829.00
57	MADISON	5,820.00	5,820.00	0.00	0.00	5,820.00	5,820.00
58	MARTIN	2,615.00	2,615.00	0.00	0.00	2,615.00	2,615.00
59	MCDOWELL	7,229.00	7,229.00	0.00	0.00	7,229.00	7,229.00
60	MECKLENBURG	100,589.00	100,589.00	0.00	0.00	100,589.00	100,589.00
61	MITCHELL	2,540.00	2,540.00	0.00	0.00	2,540.00	2,540.00
62	MONTGOMERY	7,808.00	7,808.00	0.00	0.00	7,808.00	7,808.00
63	MOORE	9,901.00	9,901.00	0.00	0.00	9,901.00	9,901.00
64	NASH	7,161.00	7,161.00	0.00	0.00	7,161.00	7,161.00
65	NEW HANOVER	57,439.00	57,439.00	0.00	0.00	57,439.00	57,439.00
66	NORTHAMPTON	2,559.00	2,559.00	0.00	0.00	2,559.00	2,559.00
67	ONSLow	23,735.00	23,735.00	0.00	0.00	23,735.00	23,735.00
68	ORANGE	15,595.00	15,595.00	0.00	0.00	15,595.00	15,595.00
69	PAMLICO	1,181.00	1,181.00	0.00	0.00	1,181.00	1,181.00
70	PASQUOTANK	2,434.00	2,434.00	0.00	0.00	2,434.00	2,434.00
71	PENDER	15,091.00	15,091.00	0.00	0.00	15,091.00	15,091.00
72	PERQUIMANS	1,328.00	1,328.00	0.00	0.00	1,328.00	1,328.00
73	PERSON	8,993.00	8,993.00	0.00	0.00	8,993.00	8,993.00
74	PITT	55,869.00	55,869.00	0.00	0.00	55,869.00	55,869.00
75	POLK	5,383.00	5,383.00	0.00	0.00	5,383.00	5,383.00
76	RANDOLPH	8,111.00	8,111.00	0.00	0.00	8,111.00	8,111.00
77	RICHMOND	6,018.00	6,018.00	0.00	0.00	6,018.00	6,018.00
78	ROBESON	67,513.00	67,513.00	0.00	0.00	67,513.00	67,513.00
79	ROCKINGHAM	24,578.00	24,578.00	0.00	0.00	24,578.00	24,578.00
80	ROWAN	11,231.00	11,231.00	0.00	0.00	11,231.00	11,231.00
81	RUTHERFORD	4,973.00	4,973.00	0.00	0.00	4,973.00	4,973.00
82	SAMPSON	18,951.00	18,951.00	0.00	0.00	18,951.00	18,951.00
83	SCOTLAND	7,266.00	7,266.00	0.00	0.00	7,266.00	7,266.00
84	STANLY	6,805.00	6,805.00	0.00	0.00	6,805.00	6,805.00
85	STOKES	5,226.00	5,226.00	0.00	0.00	5,226.00	5,226.00
86	SURRY	16,426.00	16,426.00	0.00	0.00	16,426.00	16,426.00
87	SWAIN	6,822.00	6,822.00	0.00	0.00	6,822.00	6,822.00
88	TRANSYLVANIA	6,263.00	6,263.00	0.00	0.00	6,263.00	6,263.00
89	TYRRELL	1,764.00	1,764.00	0.00	0.00	1,764.00	1,764.00
90	UNION	17,061.00	17,061.00	0.00	0.00	17,061.00	17,061.00
91	VANCE	5,358.00	5,358.00	0.00	0.00	5,358.00	5,358.00
92	WAKE	64,625.00	64,625.00	0.00	0.00	64,625.00	64,625.00
93	WARREN	2,308.00	2,308.00	0.00	0.00	2,308.00	2,308.00
94	WASHINGTON	1,657.00	1,657.00	0.00	0.00	1,657.00	1,657.00
95	WATAUGA	3,518.00	3,518.00	0.00	0.00	3,518.00	3,518.00
96	WAYNE	18,109.00	18,109.00	0.00	0.00	18,109.00	18,109.00
97	WILKES	14,499.00	14,499.00	0.00	0.00	14,499.00	14,499.00
98	WILSON	21,561.00	21,561.00	0.00	0.00	21,561.00	21,561.00
99	YADKIN	2,241.00	2,241.00	0.00	0.00	2,241.00	2,241.00
100	YANCEY	3,430.00	3,430.00	0.00	0.00	3,430.00	3,430.00
	Total	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	1,500,000.00

APS Essential Services

AUTHORIZATION NUMBER: 1

FUNDING SOURCE: APS Under SSA Title XX (CRRSA)

CFDA Number: 93.747

CFDA Name: APS Under SSA Title XX (CRRSA)

Award Name: APS Under SSA Title XX (CRRSA)

Award Number: 2101NCAPC5-00

Award Date: FFY 2021

Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

XS411 Heading: APS Essential Svcs

Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA COMMISSION ON APPROPRIATIONS. THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

AUTHORIZED SIGNATURE



DATE:

January 31, 2022

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Emergency Management - Additional Emergency Management Performance Grant Funds

BRIEF SUMMARY:

Emergency Management is being granted a one-time additional funding of \$ 23,552.01 on the 2021 EMPG grant. No budget amendment is required. Matching funds are covered by expenditures that are already budgeted.

REQUESTED ACTION:

Motion to suspend the rules and procedures due to time constraints.

Motion to accept the additional grant funds.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Steven Langer, Emergency Management Director

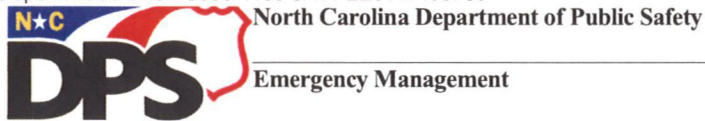
BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▣ Memorandum of Agreement



Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

Emergency Management Performance Grant - American Rescue Plan Act (EMPG-ARPA)

Fiscal Year 2021

AL #: 97.042

Grant#: EMA-2021-EP-00014

SUBAWARD NOTIFICATION

Steve Langer
Cabarrus County
30 Corban Ave SE
Concord , NC 28026-0707

Period of Performance: October 1, 2020 to September 20, 2023
Project Title: EMPG-ARPA
Total Amount of Award: \$23,552.01
MOA #: 2123013

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2021 Emergency Management Performance Grant - American Rescue Plan Act (EMPG-ARPA) has been approved for funding. In accordance with the provisions of FY 2021 EMPG-ARPA award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

THIS AWARD IS SUBJECT TO FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY.



MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

An Equal Opportunity employer

I acknowledge this award on behalf of Cabarrus County:

Steve Langer

In the box below, list the names and emails authorized as signatories for the above-referenced MOA in the preferred order of signature. Denote which signatory represents Finance.

Example:

John Smith (john.smith@yahoo.com)

Mary Jones (mary.jones@hotmail.com) *Finance*

Sam Brown (s.brown@gmail.com)

wendi Heglar (wmheglar@cabarruscounty.us) *Finance Director*

Steven Langer (smlanger@cabarruscounty.us) *Emergency Management Director*

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Audit Contract for Fiscal Years Ending June 30, 2022

BRIEF SUMMARY:

A request for proposal for external auditing services was conducted by the Finance Department two years ago. After reviewing the submissions, it was determined that the accounting firm Martin Starnes and Associates best suits Cabarrus County's needs. They submitted a 3 year bid.

Pricing for the auditing services is \$63,860 for fiscal year ending June 30, 2022. There is an additional fee of \$3,000 since we have over 5 major programs for a total of \$66,860.

The Local Government Commission requires Board approval annually for the audit contract.

REQUESTED ACTION:

Motion to approve the audit contract for June 30, 2022, and to authorize the County Manager to execute the Agreement on behalf of the Board, subject to review or revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Audit Contract

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

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

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

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/22	Audit Report Due Date 10/31/22
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Must be within four months of FYE

hereby agree as follows:

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

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

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.
- If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

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

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

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

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

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

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

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

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

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

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

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

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

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

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

FEES FOR AUDIT SERVICES

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

Financial statements were prepared by: Auditor Governmental Unit Third Party

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

Name:**Title and Unit / Company:****Email Address:**

Wendi Heglar

Finance Director, Cabarrus County

wheglar@cabarruscounty.us

OR Not Applicable (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

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

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

PRIMARY GOVERNMENT FEES

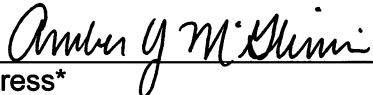
Primary Government Unit	Cabarrus County, NC
Audit Fee	\$ See engagement letter
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ See engagement letter
Writing Financial Statements	\$ N/A
All Other Non-Attest Services	\$ N/A
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$ 53,250.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$ 0.00

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 02/14/22	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Cabarrus County, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* Stephen M. Morris, Chairman	Signature*
Date	Email Address smmorris@cabarruscounty.us

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

Primary Governmental Unit Finance Officer* (typed or printed) Wendi Heglar, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* wheglar@cabarruscounty.us

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

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

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

DPCU – PRE-AUDIT CERTIFICATE

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

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

DPCU Finance Officer (typed or printed)*	Signature*
N/A	
Date of Pre-Audit Certificate*	Email Address*

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

PRINT



Report on the Firm’s System of Quality Control

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

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

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

Firm’s Responsibility

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

Peer Reviewer’s Responsibility

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

Required Selections and Considerations

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

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

Opinion

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

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021

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

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

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

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Cabarrus County Reimbursement Resolution for Limited Obligation Bonds 2022B

BRIEF SUMMARY:

It is requested that the County advance its own funds to pay certain original expenditures associated with the roof replacements at Concord High School, CC Griffin Middle School, Central Cabarrus High School, Weddington Hills Elementary School and Bethel Elementary School, replacement of R. Brown McAllister Elementary School, replacement of NW Cabarrus High School, Mt. Pleasant Library and Senior Center, Equipment Warehouse and IT Relocation, New Radio Tower, Public Park and a supplemental resolution to increase the reimbursement resolution to \$18,000,000 for the EMS Headquarters. Approval of the attached resolution will allow the County to pay original expenditures then reimburse itself with proceeds from the Limited Obligation Bonds debt to be incurred by the County in the spring of 2022B.

REQUESTED ACTION:

Motion to adopt the reimbursement resolution for the roof replacements at Concord High School, CC Griffin Middle School, Central Cabarrus High School, Weddington Hills Elementary School and Bethel Elementary School, replacement of R. Brown McAllister Elementary School, replacement of NW Cabarrus High School, Mt. Pleasant Library and Senior Center, Equipment Warehouse and IT Relocation, New Radio Tower, Public Park and a supplemental resolution to increase the reimbursement resolution to \$18,000,000 for the EMS Headquarters.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Supplemental Reimbursement Resolution EMS
- ▢ Reimbursement Resolution School Replacement
- ▢ Reimbursement Resolutions School Roof Replacements
- ▢ Reimbursement Resolution Equipment Warehouse/IT Relocation
- ▢ Reimbursement Resolution NW High School
- ▢ Reimbursement Resolution Radio Tower
- ▢ Reimbursement Resolution Public Park
- ▢ Reimbursement Resolution Library and Senior Center

Chairman Stephen M. Morris introduced the following resolution, and its title was read:

**SUPPLEMENTAL RESOLUTION DECLARING OFFICIAL INTENT TO
REIMBURSE EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO
UNITED STATES DEPARTMENT OF TREASURY REGULATIONS**

BE IT RESOLVED by the Board of Commissioners of Cabarrus County:

Section 1. The Board hereby finds, determines and declares as follows:

(a) On December 21, 2020, the Board adopted a prior resolution declaring official intent to reimburse expenditures with proceeds of debt (the "Prior Resolution") for the EMS Project, as described in the Prior Resolution, a copy of which is attached hereto as Exhibit A.

(b) At the time of adoption of the Prior Resolution, the Board reasonably expected that the maximum principal amount of debt to be incurred with respect to the EMS Project would be \$16,000,000.

(c) As of the date of this supplemental resolution, the Board now reasonably expects that the maximum principal amount of debt to be incurred with respect to the EMS Project instead will be \$18,000,000, and desires to amend the maximum principal amount of debt stated in the Prior Resolution to reflect the same.

(d) The maximum principal amount of debt to be incurred for the EMS Project that was set forth in the Prior Resolution is hereby amended to be \$18,000,000.

(e) Except as supplemented hereby, the Prior Resolution adopted on December 21, 2020 shall remain in full force and effect.

Section 2. This resolution shall take effect immediately.

EXHIBIT A
Copy of Prior Resolution

Chairman Stephen M. Morris introduced the following resolution and its title was read:

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO UNITED STATES
DEPARTMENT OF TREASURY REGULATIONS

BE IT RESOLVED by the Board of Commissioners of Cabarrus County:

1. The Board hereby finds, determines and declares as follows:

(a) Treasury Regulations Section 1.150-2 (the "Regulations"), promulgated by the United States Department of Treasury on June 17, 1993, prescribes certain specific procedures applicable to certain obligations issued by the County after June 30, 1993, including, without limitation, a requirement that the County timely declare its official intent to reimburse certain expenditures with the proceeds of debt to be issued thereafter by the County.

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") associated with financing, in whole or in part, (i) the design, acquisition, construction, installation and equipping of one or more new buildings to be used as new EMS headquarter facilities for the County, including the acquisition of any necessary land, easements and rights-of-way, (ii) site development, (iii) any and all related utilities relocation and (iv) various real and/or personal property improvements related to any of the foregoing (collectively, the "EMS Project").

(c) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and the maximum principal amount of debt to be incurred with respect to the EMS Project is expected to be \$16,000,000.

(e) All Original Expenditures to be reimbursed by the County were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursement must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the EMS Project is placed in service or abandoned, but in no event more than 3 years after the Original Expenditure was paid.

2. This resolution shall take effect immediately.

Chairman Stephen M. Morris introduced the following resolution, and its title was read:

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO UNITED STATES
DEPARTMENT OF TREASURY REGULATIONS

BE IT RESOLVED by the Board of Commissioners of Cabarrus County:

1. The Board hereby finds, determines and declares as follows:

(a) Treasury Regulations Section 1.150-2 (the "Regulations"), promulgated by the United States Department of Treasury on June 18, 1993, prescribes certain specific procedures applicable to certain obligations issued by the County after June 30, 1993, including, without limitation, a requirement that the County timely declare its official intent to reimburse certain expenditures with the proceeds of debt to be issued thereafter by the County.

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") associated with financing, in whole or in part, (i) the design, acquisition, construction, installation and equipping of a new public elementary school, including the acquisition of necessary land, easements and rights-of-way, (ii) site development, (iii) any and all related utilities relocation and (iv) various real and/or personal property improvements related to any of the foregoing (collectively, the "School Project").

(c) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and the maximum principal amount of debt to be incurred with respect to the School Project is expected to be \$[40,000,000].

(e) All Original Expenditures to be reimbursed by the County were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursement must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the School Project was placed in service or abandoned, but in no event more than 3 years after the Original Expenditure was paid.

2. This resolution shall take effect immediately.

Chairman Stephen M. Morris introduced the following resolution and its title was read:

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO UNITED STATES
DEPARTMENT OF TREASURY REGULATIONS

BE IT RESOLVED by the Board of Commissioners of Cabarrus County:

1. The Board hereby finds, determines and declares as follows:

(a) Treasury Regulations Section 1.150-2 (the “Regulations”), promulgated by the United States Department of Treasury on June 18, 1993, prescribes certain specific procedures applicable to certain obligations issued by the County after June 30, 1993, including, without limitation, a requirement that the County timely declare its official intent to reimburse certain expenditures with the proceeds of debt to be issued thereafter by the County.

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the “Original Expenditures”) associated with financing, in whole or in part, (i) the design, acquisition, construction, installation and equipping of roof replacements at Concord High School, CC Griffin Middle School, Central Cabarrus High School, Weddington Hills Elementary School and Bethel Elementary School, including the acquisition of any necessary land, easements and rights-of-way, (ii) site development, (iii) any and all related utilities relocation and (iv) various real and/or personal property improvements related to any of the foregoing (collectively, the “School Roof Replacement Projects”).

(c) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and the maximum principal amount of debt to be incurred with respect to the School Roof Replacement Projects is expected to be \$6,150,000.

(e) All Original Expenditures to be reimbursed by the County were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursement must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the School Roof Replacement Projects are placed in service or abandoned, but in no event more than 3 years after the Original Expenditure was paid.

2. This resolution shall take effect immediately.

**EXTRACT FROM MINUTES OF BOARD OF COMMISSIONERS OF
THE COUNTY OF CABARRUS, NORTH CAROLINA**

The Board of Commissioners for the County of Cabarrus, North Carolina, met in regular session in the Commissioners’ Meeting Room in the Cabarrus County Governmental Center in Concord, North Carolina, the regular place of meeting, at 6:30 p.m., on March 21, 2021, with Stephen M. Morris, Chairman, presiding. The following Commissioners were:

PRESENT: Chairman Stephen M. Morris; Vice Chairman F. Blake Kiger and Commissioners Diane R. Honeycutt, Barbara Strang and Lynn W. Shue.

ABSENT: [None.]

ALSO PRESENT: Michael K. Downs, County Manager; Wendi Heglar, Finance Director; Richard M. Koch, Esq., County Attorney; and Lauren Linker, Clerk to the Board.

* * * * *

Chairman Stephen M. Morris introduced the following resolution, and its title was read:

**RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO UNITED STATES
DEPARTMENT OF TREASURY REGULATIONS**

BE IT RESOLVED by the Board of Commissioners of Cabarrus County:

1. The Board hereby finds, determines and declares as follows:

(a) Treasury Regulations Section 1.150-2 (the “Regulations”), promulgated by the United States Department of Treasury on June 18, 1993, prescribes certain specific procedures applicable to certain obligations issued by the County after June 30, 1993, including, without limitation, a requirement that the County timely declare its official intent to reimburse certain expenditures with the proceeds of debt to be issued thereafter by the County.

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the “Original Expenditures”) associated with financing, in whole or in part, (i) the design, acquisition, construction, installation and equipping of a new emergency equipment warehouse/information technology facility, including the acquisition of necessary land, easements and rights-of-way, (ii) site development, (iii) any and all related utilities relocation and (iv) various real and/or personal property improvements related to any of the foregoing (collectively, the “Equipment Warehouse Project”).

(c) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and

the maximum principal amount of debt to be incurred with respect to the Equipment Warehouse Project is expected to be \$[7,325,000].

(e) All Original Expenditures to be reimbursed by the County were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursement must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the Equipment Warehouse Project was placed in service or abandoned, but in no event more than 3 years after the Original Expenditure was paid.

2. This resolution shall take effect immediately.

Commissioner _____ moved to approve the passage of the foregoing resolution and Commissioner _____ seconded the motion, and the resolution was passed by the following vote:

Ayes: Chairman Stephen M. Morris, Vice Chairman F. Blake Kiger and Commissioners Diane R. Honeycutt, Barbara Strang and Lynn W. Shue.

Nays: [None.]

Not Voting: [None.]

* * * * *

I, Lauren Linker, Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners at a regular meeting held on March 21, 2022, as relates in any way to the passage of the resolutions hereinabove referenced, and that said proceedings are recorded in Minute Book No. [] of the minutes of said Board of Commissioners, beginning at page ___ and ending at page ___.

I DO HEREBY FURTHER CERTIFY that the schedule of regular meetings of said Board of Commissioners has been on file in my office pursuant to North Carolina General Statutes §143-318.12 as of a date not less than seven (7) days before said meeting.

WITNESS my hand and the corporate seal of said County, this 21st day of March, 2022.

Clerk to the Board of Commissioners
for the County of Cabarrus, North Carolina

[SEAL]

**EXTRACT FROM MINUTES OF BOARD OF COMMISSIONERS OF
THE COUNTY OF CABARRUS, NORTH CAROLINA**

The Board of Commissioners for the County of Cabarrus, North Carolina, met in regular session in the Commissioners' Meeting Room in the Cabarrus County Governmental Center in Concord, North Carolina, the regular place of meeting, at 6:30 p.m., on March 21, 2021, with Stephen M. Morris, Chairman, presiding. The following Commissioners were:

PRESENT: Chairman Stephen M. Morris; Vice Chairman F. Blake Kiger and Commissioners Diane R. Honeycutt, Barbara Strang and Lynn W. Shue.

ABSENT: [None.]

ALSO PRESENT: Michael K. Downs, County Manager; Wendi Heglar, Finance Director; Richard M. Koch, Esq., County Attorney; and Lauren Linker, Clerk to the Board.

* * * * *

Chairman Stephen M. Morris introduced the following resolution, and its title was read:

**RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO UNITED STATES
DEPARTMENT OF TREASURY REGULATIONS**

BE IT RESOLVED by the Board of Commissioners of Cabarrus County:

1. The Board hereby finds, determines and declares as follows:

(a) Treasury Regulations Section 1.150-2 (the "Regulations"), promulgated by the United States Department of Treasury on June 18, 1993, prescribes certain specific procedures applicable to certain obligations issued by the County after June 30, 1993, including, without limitation, a requirement that the County timely declare its official intent to reimburse certain expenditures with the proceeds of debt to be issued thereafter by the County.

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") associated with financing, in whole or in part, (i) the design, acquisition, construction, installation and equipping of a new public high school, including the acquisition of necessary land, easements and rights-of-way, (ii) site development, (iii) any and all related utilities relocation and (iv) various real and/or personal property improvements related to any of the foregoing (collectively, the "High School Project").

(c) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and

the maximum principal amount of debt to be incurred with respect to the High School Project is expected to be \$[4,275,000].

(e) All Original Expenditures to be reimbursed by the County were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursement must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the High School Project was placed in service or abandoned, but in no event more than 3 years after the Original Expenditure was paid.

2. This resolution shall take effect immediately.

Commissioner _____ moved to approve the passage of the foregoing resolution and Commissioner _____ seconded the motion, and the resolution was passed by the following vote:

Ayes: Chairman Stephen M. Morris, Vice Chairman F. Blake Kiger and Commissioners Diane R. Honeycutt, Barbara Strang and Lynn W. Shue.

Nays: [None.]

Not Voting: [None.]

* * * * *

I, Lauren Linker, Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners at a regular meeting held on March 21, 2022, as relates in any way to the passage of the resolutions hereinabove referenced, and that said proceedings are recorded in Minute Book No. [] of the minutes of said Board of Commissioners, beginning at page ___ and ending at page ___.

I DO HEREBY FURTHER CERTIFY that the schedule of regular meetings of said Board of Commissioners has been on file in my office pursuant to North Carolina General Statutes §143-318.12 as of a date not less than seven (7) days before said meeting.

WITNESS my hand and the corporate seal of said County, this 21st day of March, 2022.

Clerk to the Board of Commissioners
for the County of Cabarrus, North Carolina

[SEAL]

**EXTRACT FROM MINUTES OF BOARD OF COMMISSIONERS OF
THE COUNTY OF CABARRUS, NORTH CAROLINA**

The Board of Commissioners for the County of Cabarrus, North Carolina, met in regular session in the Commissioners' Meeting Room in the Cabarrus County Governmental Center in Concord, North Carolina, the regular place of meeting, at 6:30 p.m., on March 21, 2021, with Stephen M. Morris, Chairman, presiding. The following Commissioners were:

PRESENT: Chairman Stephen M. Morris; Vice Chairman F. Blake Kiger and Commissioners Diane R. Honeycutt, Barbara Strang and Lynn W. Shue.

ABSENT: [None.]

ALSO PRESENT: Michael K. Downs, County Manager; Wendi Heglar, Finance Director; Richard M. Koch, Esq., County Attorney; and Lauren Linker, Clerk to the Board.

* * * * *

Chairman Stephen M. Morris introduced the following resolution, and its title was read:

**RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO UNITED STATES
DEPARTMENT OF TREASURY REGULATIONS**

BE IT RESOLVED by the Board of Commissioners of Cabarrus County:

1. The Board hereby finds, determines and declares as follows:

(a) Treasury Regulations Section 1.150-2 (the "Regulations"), promulgated by the United States Department of Treasury on June 18, 1993, prescribes certain specific procedures applicable to certain obligations issued by the County after June 30, 1993, including, without limitation, a requirement that the County timely declare its official intent to reimburse certain expenditures with the proceeds of debt to be issued thereafter by the County.

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") associated with financing, in whole or in part, (i) the design, acquisition, construction, installation and equipping of a new radio tower, including the acquisition of necessary land, easements and rights-of-way, (ii) site development, (iii) any and all related utilities relocation and (iv) various real and/or personal property improvements related to any of the foregoing (collectively, the "Radio Tower Project").

(c) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and

the maximum principal amount of debt to be incurred with respect to the Radio Tower Project is expected to be \$[2,290,000].

(e) All Original Expenditures to be reimbursed by the County were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursement must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the Radio Tower Project was placed in service or abandoned, but in no event more than 3 years after the Original Expenditure was paid.

2. This resolution shall take effect immediately.

Commissioner _____ moved to approve the passage of the foregoing resolution and Commissioner _____ seconded the motion, and the resolution was passed by the following vote:

Ayes: Chairman Stephen M. Morris, Vice Chairman F. Blake Kiger and Commissioners Diane R. Honeycutt, Barbara Strang and Lynn W. Shue.

Nays: [None.]

Not Voting: [None.]

* * * * *

I, Lauren Linker, Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners at a regular meeting held on March 21, 2022, as relates in any way to the passage of the resolutions hereinabove referenced, and that said proceedings are recorded in Minute Book No. [__] of the minutes of said Board of Commissioners, beginning at page __ and ending at page __.

I DO HEREBY FURTHER CERTIFY that the schedule of regular meetings of said Board of Commissioners has been on file in my office pursuant to North Carolina General Statutes §143-318.12 as of a date not less than seven (7) days before said meeting.

WITNESS my hand and the corporate seal of said County, this 21st day of March, 2022.

Clerk to the Board of Commissioners
for the County of Cabarrus, North Carolina

[SEAL]

**EXTRACT FROM MINUTES OF BOARD OF COMMISSIONERS OF
THE COUNTY OF CABARRUS, NORTH CAROLINA**

The Board of Commissioners for the County of Cabarrus, North Carolina, met in regular session in the Commissioners' Meeting Room in the Cabarrus County Governmental Center in Concord, North Carolina, the regular place of meeting, at 6:30 p.m., on March 21, 2021, with Stephen M. Morris, Chairman, presiding. The following Commissioners were:

PRESENT: Chairman Stephen M. Morris; Vice Chairman F. Blake Kiger and Commissioners Diane R. Honeycutt, Barbara Strang and Lynn W. Shue.

ABSENT: [None.]

ALSO PRESENT: Michael K. Downs, County Manager; Wendi Heglar, Finance Director; Richard M. Koch, Esq., County Attorney; and Lauren Linker, Clerk to the Board.

* * * * *

Chairman Stephen M. Morris introduced the following resolution, and its title was read:

**RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO UNITED STATES
DEPARTMENT OF TREASURY REGULATIONS**

BE IT RESOLVED by the Board of Commissioners of Cabarrus County:

1. The Board hereby finds, determines and declares as follows:

(a) Treasury Regulations Section 1.150-2 (the "Regulations"), promulgated by the United States Department of Treasury on June 18, 1993, prescribes certain specific procedures applicable to certain obligations issued by the County after June 30, 1993, including, without limitation, a requirement that the County timely declare its official intent to reimburse certain expenditures with the proceeds of debt to be issued thereafter by the County.

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") associated with financing, in whole or in part, (i) the design, acquisition, construction, installation and equipping of a new public park facility, including the acquisition of necessary land, easements and rights-of-way, (ii) site development, (iii) any and all related utilities relocation and (iv) various real and/or personal property improvements related to any of the foregoing (collectively, the "Public Park Project").

(c) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and

the maximum principal amount of debt to be incurred with respect to the Public Park Project is expected to be \$[7,525,000].

(e) All Original Expenditures to be reimbursed by the County were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursement must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the Public Park Project was placed in service or abandoned, but in no event more than 3 years after the Original Expenditure was paid.

2. This resolution shall take effect immediately.

Commissioner _____ moved to approve the passage of the foregoing resolution and Commissioner _____ seconded the motion, and the resolution was passed by the following vote:

Ayes: Chairman Stephen M. Morris, Vice Chairman F. Blake Kiger and Commissioners Diane R. Honeycutt, Barbara Strang and Lynn W. Shue.

Nays: [None.]

Not Voting: [None.]

* * * * *

I, Lauren Linker, Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners at a regular meeting held on March 21, 2022, as relates in any way to the passage of the resolutions hereinabove referenced, and that said proceedings are recorded in Minute Book No. [] of the minutes of said Board of Commissioners, beginning at page ___ and ending at page ___.

I DO HEREBY FURTHER CERTIFY that the schedule of regular meetings of said Board of Commissioners has been on file in my office pursuant to North Carolina General Statutes §143-318.12 as of a date not less than seven (7) days before said meeting.

WITNESS my hand and the corporate seal of said County, this 21st day of March, 2022.

Clerk to the Board of Commissioners
for the County of Cabarrus, North Carolina

[SEAL]

Chairman Stephen M. Morris introduced the following resolution, and its title was read:

**RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO UNITED STATES
DEPARTMENT OF TREASURY REGULATIONS**

BE IT RESOLVED by the Board of Commissioners of Cabarrus County:

1. The Board hereby finds, determines and declares as follows:

(a) Treasury Regulations Section 1.150-2 (the “Regulations”), promulgated by the United States Department of Treasury on June 18, 1993, prescribes certain specific procedures applicable to certain obligations issued by the County after June 30, 1993, including, without limitation, a requirement that the County timely declare its official intent to reimburse certain expenditures with the proceeds of debt to be issued thereafter by the County.

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the “Original Expenditures”) associated with financing, in whole or in part, (i) the design, acquisition, construction, installation and equipping of a new public library and senior center, including the acquisition of necessary land, easements and rights-of-way, (ii) site development, (iii) any and all related utilities relocation and (iv) various real and/or personal property improvements related to any of the foregoing (collectively, the “Library/Senior Center Project”).

(c) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and the maximum principal amount of debt to be incurred with respect to the Library/Senior Center Project is expected to be \$10,500,000.

(e) All Original Expenditures to be reimbursed by the County were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursement must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the Library/Senior Center Project was placed in service or abandoned, but in no event more than 3 years after the Original Expenditure was paid.

2. This resolution shall take effect immediately.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Cabarrus County School Mobile Unit Request

BRIEF SUMMARY:

At the Annual Retreat the Cabarrus County Schools requested \$2,400,000 for mobile unit relocations and up fits. The attached budget amendment and project ordinance budgets the additional funds from a transfer from the Community Investment Fund.

REQUESTED ACTION:

Motion to approve the Budget Amendment and Project Ordinance.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Budget Amendment

▣ Fund 390 School Construction Project Ordinance

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

Cabarrus County School request \$2,400,000 for mobile unit relocation and upfits as discussed at the retreat.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
390	9	7210 9830 MOBIL	Other Improvements	900,000	2,400,000	-	3,300,000
390	6	7210 6902 MOBIL	Transfer from CIF	900,000	2,400,000		3,300,000
100	9	0000 9708	Contribution to Capital Project Funds	8,481,375	2,400,000		10,881,375
100	9	0000 9803 AVAIL	Other Improvements	16,931,622		2,400,000	14,531,622

Budget Officer

- Approved
- Denied

Signature

Date

County Manager

- Approved
- Denied

Signature

Date

Board of Commissioners

- Approved
- Denied

Signature

Date

CABARRUS COUNTY SCHOOL CAPITAL PROJECTS BUDGET ORDINANCE

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

Section I.

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

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

Contribution from General Fund/CIF	\$ 19,765,958
Contribution from Capital Projects Fund	9,522,511
Debt Proceeds 2020 Draw Note	46,620,222
Debt Proceeds 2022 Draw Note	55,711,930
Contribution from Capital Reserve Fund	1,662,314
NC Department of Transportation	500,000

TOTAL REVENUES	\$133,782,935
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- C. The following appropriations are made as listed.

CCS Mobile Unit Renovation	\$ 3,300,000
Concord High Fire Alarm Replacement	89,314
Northwest High Fire Alarm Replacement	89,314
JM Robinson Renovation	81,195
R. Brown McAllister Replacement	39,950,000
CCS New Middle School	55,804,300
CCS New High School	9,508,821
Kannapolis Middle School	138,897
AL Brown Football Stadium ADA/Drainage	228,000
AL Brown Roof Replacement	190,000
RCCC Building 1000 Boiler	62,780
RCCC Building 2000 Roof Replacement	154,500
RCCC CBTC HVAC	244,291
Contribution to Capital Reserve	5,001,114
Early College Mobile Units	1,850,000
Deferred Maintenance Cabarrus County Schools	13,431,125
Deferred Maintenance Kannapolis City School	2,451,284
Deferred Maintenance Rowan Cabarrus Community College	1,208,000

TOTAL EXPENDITURES	\$133,782,935
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GRAND TOTAL – REVENUES	\$133,782,935
GRAND TOTAL – EXPENDITURES	\$133,782,935

Section II.

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

Section III.

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

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

Adopted this 21st Day of March, 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Cabarrus County School Request

BRIEF SUMMARY:

As a part of the value engineering exercises Cabarrus County Schools has been working through on the R. Brown McAllister Elementary Replacement, a substantial change has been made to the over all design and look of the project. These changes to date have reflected a savings of \$6,581,665.

The additional budget needed for architects is \$293,750 for implementing the redesign of all design development drawings completed to date from Yates Chreitzberg Hughes Architects.

Cabarrus County Schools would like to request a budget transfer from the Land account to the Architects Account to cover this request from Yates Chreitzberg Hughes Architects. The available balance after this request would leave just over \$58,000 in the account to cover any incidental Right of Way purchases required for the signalization poles at the intersection of Union St. and Wilshire.

REQUESTED ACTION:

Cabarrus County Schools request a motion to suspend the Rules of Procedure due to time constraints.

Motion to approve the Budget Amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Wendi Heglar, Finance Director

Brian Cone, Cabarrus County Schools Director of Architecture, Planning and Construction

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Amendment

Budget Revision/Amendment Request

Date: 3/7/2022

Amount: 293,750.00

Dept. Head: Wendi Heglar

Department: Finance - School Capital Projects

Internal Transfer Within Department Transfer Between Departments/Funds Supplemental Request

Cabarrus County School request to transfer \$293,750 from land to architects to cover additional design fees.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
390	9	7340 9801	Land Acquisition	416,300		293,750	122,550
390	9	7340 9607	Architects	1,333,700	293,750		1,627,450

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

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Debt Refunding of Limited Obligations Bonds - Public Hearing 6:30 p.m.

BRIEF SUMMARY:

The County's underwriter, Piper Sandler & Co. has advised, given appropriate market conditions, to refund all or a portion of 2022A Limited Obligation Bonds.

N.C.G.S. 160A-20 requires a public hearing on the described installment financing contracts for the refunding described above. No further action is required at this time.

REQUESTED ACTION:

Hold a public hearing.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Notice of Public Hearing 2022A
- ▣ Public Hearing Minutes

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners (the "Board") of the County of Cabarrus, North Carolina (the "County"), will conduct a public hearing on March 21, 2022 concerning the execution and delivery by the County of one or more installment financing contracts with one or more third parties (the "Contracts") to refinance all or a portion of one or more installment financing contracts previously executed and delivered by the County, which prior installment financing contracts paid all or a portion of the costs of acquiring, constructing and equipping various public facilities and related improvements and costs (collectively the "Projects").

The plan of refinancing for the one or more prior installment financing contracts and the Projects involves the entry by the County into the Contracts with one or more third parties who will provide the County with up to \$130,000,000 pursuant to the terms of the Contracts, which amount will be applied to provide refinancing of the one or more prior installment financing contracts and the Projects. The County's obligations to such one or more third parties supplying financing are authorized by North Carolina General Statutes Section 160A-20 and will be secured by a lien upon or security interest in all or some portion of the Projects and/or in all or some portion of the real property on which the Projects are located.

The obligations of the County under the Contracts will not be deemed to be a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation and the Contracts will not directly or indirectly or contingently obligate the County to make any payments beyond those appropriated in the sole discretion of the County for any fiscal year in which the Contracts are in effect. No deficiency judgment may be rendered against the County in any action for breach of the Contracts and the taxing power of the County is not and may not be pledged directly or indirectly or contingently to secure any moneys due under the Contracts.

PLEASE TAKE NOTICE THAT THE BOARD WILL HOLD A PUBLIC HEARING CONCERNING THE PLAN OF FINANCING AT 6:30 P.M., OR AS SOON THEREAFTER AS THE HEARING CAN BE HELD, ON MONDAY, MARCH 21, 2022, IN THE COMMISSIONERS' MEETING ROOM IN THE CABARRUS COUNTY GOVERNMENTAL CENTER, CONCORD, NORTH CAROLINA, AT WHICH ANY PERSON MAYBE HEARD CONCERNING THE PLAN OF REFINANCING. ANY PERSON WISHING TO COMMENT IN WRITING ON THE PLAN OF REFINANCING MAY DO SO BY DELIVERING SUCH COMMENTS TO THE UNDERSIGNED AT 65 CHURCH STREET SE, CONCORD, NORTH CAROLINA, 28026, WITHIN 5 DAYS FROM THE DATE OF PUBLICATION OF THIS NOTICE.

The Board of Commissioners' Meeting will be broadcast live on Channel 22, <https://www.youtube.com/cabarruscounty> and <https://www.cabarruscounty.us/cabcotv> or if you wish to listen to the meeting, you may call in at 1-980-729-7942 pin 181 172 331#

The following options will be available for input during the public hearing:

1. In person at 65 Church Street BOCC Meeting Chambers.
2. Conference call number 1-980-729-7942 pin 181 172 331#
3. Email comments to publiccomment@cabarruscounty.us by 5 p.m. on Monday March 21st.

For information, contact Planning and Development at 704-920-2141. If reasonable accommodations are needed, please contact the ADA Coordinator at 704-920-2100 at least 48 hours prior to the public hearing.

Lauren Linker
Clerk to the Board of Commissioners
for the County of Cabarrus, North Carolina

The Chairman announced that this was the date, place and hour fixed by the Board of Commissioners for a public hearing concerning a proposed plan of refinancing in an aggregate principal amount of up to \$130,000,000, which plan would involve the entry by the County into one or more installment financing contracts with the Cabarrus County Development Corporation (the “Corporation”) or one or more other third parties pursuant to North Carolina General Statutes 160A-20, as amended, the proceeds of which would be used to refinance all or a portion of one or more installment financing contracts previously executed and delivered by the County, which prior installment financing contracts paid all or a portion of the costs of acquiring, constructing and equipping various public facilities and related improvements and costs (collectively the “Projects”), and under said one or more installment financing contracts the County would secure the repayment by the County of the moneys advanced pursuant to such one or more installment financing contracts by granting a security interest in and lien on all or some portion of the Projects and/or in all or some portion of the real property on which the Projects are located, which plan of refinancing was described in the notice of public hearing published in The Independent Tribune on March __, 2022 (the “Notice”).

The Board of Commissioners first ratified and approved the designation of the meeting as a public hearing on the proposed plan of refinancing, the call of the public hearing and publication of the Notice.

It was then announced that the Board of Commissioners would immediately hear anyone who might wish to be heard on such matter.

No one appeared, either in person or by attorney, to be heard on such matter or the advisability of the plan of refinancing and the Chairman announced that no written statement relating to said matters had been received by the Clerk or the Finance Director prior to the opening of the public hearing.

It was then announced that the public hearing was closed.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Installment Financing Contract 2022B Draw-Down LOBS for Various School and County Projects - Public Hearing 6:30 p.m.

BRIEF SUMMARY:

Cabarrus County plans to enter into one or more short and/or long-term installment financing contracts with the Cabarrus County Development Corporation or one or more third parties, for an amount not to exceed \$160,000,000 to finance all or a portion of the cost of constructing and equipping public school and county facilities and various real and personal property improvements.

N.C.G.S. 160A-20 requires a public hearing on the described installment financing contracts for the projects described above. No further action is required at this time.

REQUESTED ACTION:

Hold a public hearing.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Notice of Public Hearing 2022B
- ▣ Public Hearing Minutes

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners (the “Board”) of the County of Cabarrus, North Carolina (the “County”), will conduct a public hearing on March 21, 2022 concerning the execution and delivery of (a) one or more short-term installment financing contract(s), which may utilize a draw-down loan structure, with one or more third parties and (b) one or more long-term installment financing contract(s) with one or more third parties (collectively, the “Contracts”) to finance all or a portion of the costs of (i) the acquisition, construction, installation and equipping of one or more new buildings to be used as new court house facilities for the County, (ii) various site improvements related thereto, (iii) the acquisition, construction, installation and equipping of a new public middle school, (iv) the acquisition, construction, installation and equipping of a new public high school, (v) the acquisition, construction, installation and equipping of a new replacement public elementary school, (vi) the acquisition, construction, installation and equipping of a new emergency medical services headquarters and related facilities, (vii) the acquisition, construction, installation and equipping of a new public library and senior center, (viii) the acquisition, construction, installation and equipping of a new emergency equipment warehouse/information technology facility, (ix) the acquisition of land for a new regional public park facility, (x) the acquisition, construction, installation and equipping of multiple improvements at Frank Liske Park, (xi) the acquisition, construction, installation and equipping of a new radio tower, (xii) the acquisition, construction, installation and equipping of a new public park facility, (xiii) the construction, installation and equipping of replacement parking lots and driveways at Mt. Pleasant High School, (xiv) the construction, installation and equipping of roof replacements at various public school sites, (xv) the acquisition, construction, installation and equipping of one or more new public schools and related facilities, (xvi) the acquisition, construction, installation and equipping of one or more new public buildings and related facilities, (xvii) the acquisition of any necessary rights-of-way and easements related to each of the foregoing (i) through (xvi) and (xviii) various real and personal property improvements related to each of the foregoing (i) through (xvi) (collectively, the “Projects”)

The plan of financing for the Projects involves (i) the entry by the County into one or more short-term installment financing contract(s) with one or more third parties who will provide the County with up to \$160,000,000 pursuant to the terms of the short-term installment financing contract(s), which amounts will be used to provide interim financing for the Projects pending execution and delivery of one or more long-term financing contract(s) and (ii) the entry by the County into one or more long-term installment financing contract(s) with one or more third parties who will provide the County with up to \$160,000,000 pursuant to the terms of said one or more long-term installment financing contract(s), which amounts will be applied to provide long-term financing for the Projects. The County’s obligations to any third party supplying short-term or long-term financing are authorized by North Carolina General Statutes §160A-20 and will be secured by a lien upon or security interest in all or some portion of the Projects and/or in all or some portion of the real property on which the Projects will be located.

The obligations of the County under the Contracts will not be deemed to be a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation and the Contracts will not directly or indirectly or contingently obligate the County to make any payments beyond those appropriated in the sole discretion of the County for any fiscal year in which the Contracts are in effect. No deficiency judgment may be rendered against the County in any action for breach of the Contracts and the taxing power of the County is not and may not be pledged directly or indirectly or contingently to secure any moneys due under the Contracts.

PLEASE TAKE NOTICE THAT THE BOARD WILL HOLD A PUBLIC HEARING CONCERNING THE PLAN OF FINANCING AT 6:30 P.M., OR AS SOON THEREAFTER AS THE HEARING CAN BE HELD, ON MONDAY, MARCH 21, 2022, IN THE COMMISSIONERS’ MEETING ROOM IN THE CABARRUS COUNTY GOVERNMENTAL CENTER, CONCORD, NORTH CAROLINA, AT WHICH ANY PERSON MAY BE HEARD CONCERNING THE PLAN OF FINANCING. ANY PERSON WISHING TO COMMENT IN WRITING ON THE PLAN OF FINANCING MAY DO SO BY DELIVERING SUCH COMMENTS TO THE UNDERSIGNED AT 65 CHURCH STREET SE, CONCORD, NORTH CAROLINA, 28026, WITHIN 5 DAYS FROM THE DATE OF PUBLICATION OF THIS NOTICE.

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For information, contact Planning and Development at 704-920-2141. If reasonable accommodations are needed, please contact the ADA Coordinator at 704-920-2100 at least 48 hours prior to the public hearing.

Lauren Linker
Clerk to the Board of Commissioners
for the County of Cabarrus, North Carolina

The Chairman announced that this was the date, place and hour fixed by the Board of Commissioners for a public hearing concerning a proposed plan of financing in an aggregate principal amount of up to \$160,000,000, which plan would involve the entry by the County into (a) one or more long-term installment financing contract(s) with the Cabarrus County Development Corporation (the "Corporation") or one or more other third parties pursuant to North Carolina General Statutes §160A-20, as amended, the proceeds of which would be used to pay all or a portion of the costs of (i) the acquisition, construction, installation and equipping of one or more new buildings to be used as new court house facilities for the County, (ii) various site improvements related thereto, (iii) the acquisition, construction, installation and equipping of a new public middle school, (iv) the acquisition, construction, installation and equipping of a new public high school, (v) the acquisition, construction, installation and equipping of a new replacement public elementary school, (vi) the acquisition, construction, installation and equipping of a new emergency medical services headquarters and related facilities, (vii) the acquisition, construction, installation and equipping of a new public library and senior center, (viii) the acquisition, construction, installation and equipping of a new emergency equipment warehouse/information technology facility, (ix) the acquisition of land for a new regional public park facility, (x) the acquisition, construction, installation and equipping of multiple improvements at Frank Liske Park, (xi) the acquisition, construction, installation and equipping of a new radio tower, (xii) the acquisition, construction, installation and equipping of a new public park facility, (xiii) the construction, installation and equipping of replacement parking lots and driveways at Mt. Pleasant High School, (xiv) the construction, installation and equipping of roof replacements at various public school sites, (xv) the acquisition, construction, installation and equipping of one or more new public schools and related facilities, (xvi) the acquisition, construction, installation and equipping of one or more new public buildings and related facilities, (xvii) the acquisition of any necessary rights-of-way and easements related to each of the foregoing (i) through (xvi) and (xviii) various real and personal property improvements related to each of the foregoing (i) through (xvi) (collectively, the "Projects"), and under said one or more long-term installment financing contract(s) the County would secure the repayment by the County of the moneys advanced pursuant to such one or more long-term installment financing contract(s) by granting a security interest in and lien on all or some portion of the Projects and/or all or some portion of the real property upon which the Projects are located and/or (b) into one or more short-term installment

financing contract(s), which may utilize a draw-down loan structure, with one or more third parties pursuant to North Carolina General Statutes 160A-20, as amended, the proceeds of which, and the related Limited Obligation Bonds and/or Certificates of Participation, if any, would be used to provide interim financing for all or some portion of the Projects pending execution and delivery of said one or more long-term financing contract(s) and the related Limited Obligation Bonds and/or Certificates of Participation, if any, and under said one or more short-term installment financing contract(s) the County would secure the repayment by the County of the moneys advanced pursuant to such short-term installment financing contract(s) by granting a security interest in and lien on all or some portion of the Projects and/or all or some portion of the real property upon which the Projects are located, which plan of financing and Projects were described in the notice of public hearing published in The Independent Tribune on March [__], 2022 (the “Notice”).

The Board of Commissioners first ratified and approved the designation of the meeting as a public hearing on the proposed plan of financing, the call of the public hearing and publication of the Notice.

It was then announced that the Board of Commissioners would immediately hear anyone who might wish to be heard on such matter.

No one appeared, either in person or by attorney, to be heard on such matter or the advisability of the plan of financing and the Chairman announced that no written statement relating to said matters had been received by the Clerk or the Finance Director prior to the opening of the public hearing.

It was then announced that the public hearing was closed.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Occupancy Tax Waiver

BRIEF SUMMARY:

SREE Hotels are requesting a waiver for three of their hotels for \$6,259.14 for the month of November 2021. The tax was due December 20th but was not mailed until December 21, 2021. This is the hotel's first violation and they are now in good standing.

REQUESTED ACTION:

Motion to waive \$6,259.14 in penalties assessed to SHREE Hotel including Spring Hill, Residence Inn and Courtyard Marriott for failure to file a Occupancy Tax return and failure to pay Occupancy Taxes for November 2021 pursuant to G.S. 153A-155(e).

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▢ Hotel Request



February 11, 2022

Cabarrus County
Finance Department
P.O. Box 707
Concord, NC 28026-0707

Dear Board of Commissioners,

I am writing this letter in response to the attached late Occupancy Tax filing penalty totaling \$6,259.14 between three of our hotels. The three occupancy tax filings were placed in the mail on the 20th, however, it seems the US Postal service metered these envelopes on the 21st. I am not sure if they were running behind due to weather or labor. We have paid occupancy tax filings for our Spring Hill Suites for 20 years, and the Courtyard and Residence Inn for over 12 years, and have never made a late monthly payment. This seems to be a steep penalty placed upon our business for a post office delay, especially in these trying times. We would like to request a one-time waiver of these penalties.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read "Mital Patel", with a long horizontal line extending to the right.

Mital Patel
SREE Hotels



January 4, 2022

Dear Occupancy Tax Remitter: Sree- Kings Grant DBA Springhill Concord

The Cabarrus County Finance Department received your company's recent Occupancy Tax Report and payment. In accordance with North Carolina General Statute (NCGS) Section 153A-155, a monthly Occupancy Tax Report and tax liability payment is due on or before the 20th of each month, following the month of collection. In the event the 20th day of the month falls on a weekend, the due date is extended to the Monday following the weekend.

Your company's Occupancy Tax Report and payment was postmarked after the due date, indicating it was submitted late. Penalties are assessed, in accordance with NCGS Section 153A-155, for the failure to file a timely return and the failure to pay tax on or before the due date. Penalties have been assessed and are due immediately upon receipt.

Penalties are assessed, in accordance with NCGS Section 153A-155, for the failure to file a timely return and the failure to pay tax on or before the due date.

Penalty – Failure to File Return 5%:	$\$11,844.55 \times 5\%$	\$ 592.23
Penalty- Failure to Pay Tax When Due 10%:	$\$11,844.55 \times 10\%$	<u>\$1,184.46</u>
Total Penalties		\$1,776.69

Please mail this letter in return with payment to:

Cabarrus County Finance Department
PO Box 707
Concord NC 28026-0707

If you have questions about this notice, please contact me directly at (704) 920-2106 or PSRitch@Cabarruscounty.us

Kind regards,



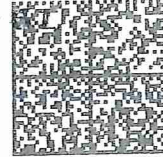
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5113 Piper Station Drive
Suite 300
Charlotte, NC 28277
www.sree.com

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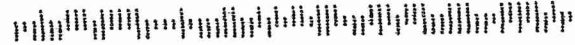


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Cabarrus County Finance Dept
PO Box 707
Concord, NC 28026-0707

47997

28026-070707



SREE-KINGS GRANT, LLC
DBA SPRINGHILL CONCORD
5113 PIPER STATION DR. SUITE 300
CHARLOTTE, NC 28277-6690
704-364-6008

2292

DATE 12/20/21

66-112/0531

PAY
TO THE
ORDER OF

Cabarrus County

\$ 11,844.55

Eleven thousand eight hundred forty four 55/100 DOLLARS



BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.COM

FOR sale tax ID # 600316475

[Signature]

MP

⑈002292⑈ ⑆053101121⑆ 134000636⑈ 7088⑈

Return Copy To:
 Cabarrus County
 Finance Department
 P. O. Box 707
 Concord, NC 28026-0707

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 CABARRUS COUNTY

Report for Month of
November, 20-21

Occupancy Tax Report

Instructions on next page

Sales Tax I. D. # 600316475
 Name of Firm Spring Hill Suites Telephone 704-364-6008
 Name of Owner Sree Kings Grant LLC
 Mailing Address 5113 Piper Station Drive
Suite 300
Charlotte, NC 28277

Computation of Occupancy Tax	Sales
1. Gross Retail Receipts (Less Sales Tax)	\$ 220,874.95
2. Less Non-occupancy Related Receipts	\$ 23,465.78
3. Less Rooms Rented For More Than 90 Consecutive Days to Same Occupant	\$
4. Net Retail Receipts Subject to Sales Tax	\$ 197,409.17
5. Multiply .06 (Occupancy Tax) Times Line 4.	\$ 11,844.55
6. Penalty - Failure to File Return	\$
7. Penalty - Failure to Pay Tax When Due	\$
8. Total Amount Due	\$
9. Total Amount Remitted	\$ 11,844.55

CK # 2292
 12/20/21

CERTIFICATE OF TAXPAYER: This is to certify that this report, including all attachments, has been examined by me, and is, to the best of my knowledge and belief, a true complete report made in good faith covering the month indicated above and that same is in accordance with the books and records of the reporting taxpayer.

Date: 12/19 20 21 Signed: [Signature]



January 4, 2022

Dear Occupancy Tax Remitter: Sree Concord, LLC DBA Residence Inn by Marriotte

The Cabarrus County Finance Department received your company's recent Occupancy Tax Report and payment. In accordance with North Carolina General Statute (NCGS) Section 153A-155, a monthly Occupancy Tax Report and tax liability payment is due on or before the 20th of each month, following the month of collection. In the event the 20th day of the month falls on a weekend, the due date is extended to the Monday following the weekend.

Your company's Occupancy Tax Report and payment was postmarked after the due date, indicating it was submitted late. Penalties are assessed, in accordance with NCGS Section 153A-155, for the failure to file a timely return and the failure to pay tax on or before the due date. Penalties have been assessed and are due immediately upon receipt.

Penalties are assessed, in accordance with NCGS Section 153A-155, for the failure to file a timely return and the failure to pay tax on or before the due date.

Penalty – Failure to File Return 5%:	$\$14,184.77 \times 5\%$	\$ 709.24
Penalty- Failure to Pay Tax When Due 10%:	$\$14,184.77 \times 10\%$	<u>\$ 1,418.48</u>
Total Penalties		\$ 2,127.72

Please mail this letter in return with payment to:

Cabarrus County Finance Department
PO Box 707
Concord NC 28026-0707

If you have questions about this notice, please contact me directly at (704) 920-2106 or PSRitch@Cabarruscounty.us

Kind regards,

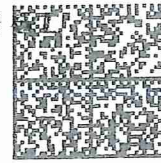


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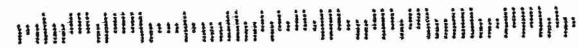


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Cabarrus County Finance Dept
PO Box 707
Concord, NC 28026-0707

47999

28026-070707



SREE CONCORD, LLC
DBA RESIDENCE INN BY MARRIOTTE
5113 PIPER STATION DR., SUITE 300
CHARLOTTE, NC 28277-6690

2996

DATE 12/20/21

66-112/0531

PAY TO THE ORDER OF Cabarrus County

\$ 14,184.77

Fourteen thousand one hundred Eighty Four 77/100 DOLLARS

BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.COM

[Signature]

FOR sales tax ID # 600709170

⑈002996⑈ ⑆053101121⑆0005296301045⑈

Return Copy To:
 Cabarrus County
 Finance Department
 P. O. Box 707
 Concord, NC 28026-0707

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 CABARRUS COUNTY

Report for Month of
November, 20 21

Occupancy Tax Report
 Instructions on next page

Sales Tax I. D. # 600709170
 Name of Firm Residence Inn Telephone 704-364-6008
 Name of Owner Sree Concord
 Mailing Address 5113 Piper Station Drive
Suite 300
Charlotte, NC 28277

Computation of Occupancy Tax	Sales
1. Gross Retail Receipts (Less Sales Tax)	\$ 304,433.18
2. Less Non-occupancy Related Receipts	\$ 68,020.35
3. Less Rooms Rented For More Than 90 Consecutive Days to Same Occupant	\$
4. Net Retail Receipts Subject to Sales Tax	\$ 236,412.83
5. Multiply .06 (Occupancy Tax) Times Line 4	\$ 14,184.77
6. Penalty - Failure to File Return	\$
7. Penalty - Failure to Pay Tax When Due	\$
8. Total Amount Due	\$
9. Total Amount Remitted	\$ 14,184.77

CK # 2996
 12/20/21

CERTIFICATE OF TAXPAYER: This is to certify that this report, including all attachments, has been examined by me, and is, to the best of my knowledge and belief, a true complete report made in good faith covering the month indicated above and that same is in accordance with the books and records of the reporting taxpayer.

Date: 12/19, 20 21

Signed: [Signature]



January 4, 2022

Dear Occupancy Tax Remitter: Sree Concord Two, LLC DBA Courtyard Marriott

The Cabarrus County Finance Department received your company's recent Occupancy Tax Report and payment. In accordance with North Carolina General Statute (NCGS) Section 153A-155, a monthly Occupancy Tax Report and tax liability payment is due on or before the 20th of each month, following the month of collection. In the event the 20th day of the month falls on a weekend, the due date is extended to the Monday following the weekend.

Your company's Occupancy Tax Report and payment was postmarked after the due date, indicating it was submitted late. Penalties are assessed, in accordance with NCGS Section 153A-155, for the failure to file a timely return and the failure to pay tax on or before the due date. Penalties have been assessed and are due immediately upon receipt.

Penalties are assessed, in accordance with NCGS Section 153A-155, for the failure to file a timely return and the failure to pay tax on or before the due date.

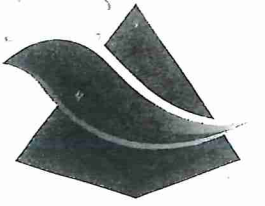
Penalty – Failure to File Return 5%:	\$15,698.19 x 5%	\$ 784.91
Penalty- Failure to Pay Tax When Due 10%:	\$15,698.19 x 10%	<u>\$ 1,569.82</u>
Total Penalties		\$ 2,354.73

Please mail this letter in return with payment to:

Cabarrus County Finance Department
PO Box 707
Concord NC 28026-0707

If you have questions about this notice, please contact me directly at (704) 920-2106 or PSRitch@Cabarruscounty.us

Kind regards,



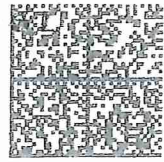
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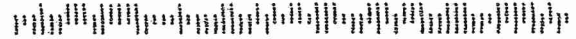


ZIP 28277
02 7H
0001265348

Cabarrus County Finance Dept
PO Box 707
Concord, NC 28026-0707

47998

28026-070707



SREE CONCORD TWO, LLC
COURTYARD BY MARRIOTT
5113 PIPER STATION DR. SUITE 300
CHARLOTTE, NC 28277
704-364-6008

2838

DATE 12/20/21

66-112/0531

PAY TO THE ORDER OF Cabarrus County

\$ 15,698.19

Fifteen thousand six hundred ninety eight 19/100 -DOLLARS



BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.COM

FOR sale tax ID # 600 709173

⑈002838⑈ ⑆053101121⑆0005295918634⑈

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 Finance Department
 P. O. Box 707
 Concord, NC 28026-0707

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 CABARRUS COUNTY

Report for Month of
November, 2021

Occupancy Tax Report

Instructions on next page

Sales Tax I. D. # 600709173
 Name of Firm Courtyard Concord Telephone 704-364-6008
 Name of Owner Tree - Concord Two
 Mailing Address 5113 Piper Station Drive
Suite 300
Charlotte, NC 28277

Computation of Occupancy Tax	Sales
1. Gross Retail Receipts (Less Sales Tax)	\$ 301,908.92
2. Less Non-occupancy Related Receipts	\$ 40,272.49
3. Less Rooms Rented For More Than 90 Consecutive Days to Same Occupant	\$
4. Net Retail Receipts Subject to Sales Tax	\$ 261,636.43
5. Multiply .06 (Occupancy Tax) Times Line 4	\$ 15,698.19
6. Penalty - Failure to File Return	\$
7. Penalty - Failure to Pay Tax When Due	\$
8. Total Amount Due	\$
9. Total Amount Remitted	\$ 15,698.19

CR # 2838

CERTIFICATE OF TAXPAYER: This is to certify that this report, including all attachments, has been examined by me, and is, to the best of my knowledge and belief, a true complete report made in good faith covering the month indicated above and that same is in accordance with the books and records of the reporting taxpayer.

Date: 12 / 19, 2021

Signed: [Signature]

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Human Resources - Personnel Ordinance Changes - Compensation

BRIEF SUMMARY:

Requesting to move the "hiring range" for new and promotional job offers from the current 25th percentile of our range to the 35th percentile of the same ranges.

REQUESTED ACTION:

Motion to approve moving hiring range to the 35th percentile.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Lundee Covington, HR Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Personnel Ordinance
- ▢ FY22 Salary Table Percentiles



Cabarrus County Personnel Ordinance

Effective October 1, 2009
Revised April 19, 2010
Revised June 21, 2010
Revised October 1, 2010
Revised December 20, 2010
Revised January 20, 2015
Revised November 21, 2016
Revised September 18, 2017
Revised January 16, 2018
Revised August 20, 2018
Revised September 16, 2019
Revised April 27, 2020
Revised May 18, 2020
Revised July 21, 2020
Revised April 30, 2021

Revised July 19, 2021

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Article I. Organization of Personnel System

Section 1. Purpose

The purpose of this Ordinance is to establish a personnel system which will recruit, select, develop and maintain an effective and responsible work force. This ordinance is established under the authority of the North Carolina General Statutes, Chapter 153A, Article 5 and Chapter 126.

Section 2. Coverage

All employees in the County's service shall be subject to this Ordinance, except as provided in this section.

(a) The following officials and employees are exempt:

1. Elected Officials;
2. County Manager;
3. County Attorney;
4. Tax Administrator;
5. Members of advisory and special boards or commissions;
6. Contractual employees of the Board of County Commissioners;
7. Employees of the Cabarrus County public school systems;
8. Members and employees of other County established authorities (separate or in partnership).

(b) The following employees shall be covered only by the specifically designated Articles and Sections:

1. Temporary employees designated by the Board of Commissioners shall be subject to all Articles except Article III, Sections 12-13; Article IV, Sections 12-14; Article VI, Sections 2-17, 19-24; Article VII, Sections 1-5; and Article IX, Sections 1, 2, 4, and 5.
2. Employees of the Sheriff and Register of Deeds shall be subject to all Articles except Article I, Section 4; Article IV, Sections 3-7 and 12-15; Article VII, Sections 2-6; and Article VIII, Sections 1-5.
3. The Director of Elections and employees of the County Board of Elections shall be subject to all Articles except Article I, Section 4; Article IV, Sections 3-7 and 10-15; Article VII, Sections 2-6; and Article VIII, Sections 1-5 unless otherwise permitted by the current County Board of Elections.

Section 3. Definitions

- (a) Adverse Action. A suspension, demotion, dismissal, reduction in pay, involuntary transfer or lay off.
- (b) Anniversary Date. An employee's original date of hire for Cabarrus County service in a permanently established position. This may be adjusted to an artificial date if there is split service, promotion, or other identified action.
- (c) Appointed Board (9115). Board members appointed by the Board of Commissioners who may be compensated for attending meetings. Not all appointed boards are compensated.
- (d) Appointing Authority. Any position with the legislated or delegated authority to make hiring decisions. (County Manager, Sheriff, Director of Cabarrus County Board of Elections, and Register of Deeds)
- (e) Benefits eligible. An employee's eligibility for County benefits depends upon their personnel status

(9101, 9102, 9103, 9104, 9105, 9117) Specific eligibility requirements are explained by type of benefit throughout this document. In addition to County status, we utilize the Affordable Care Act guidance for health benefit eligibility including tracking work hours.

- (f) Class. A position or group of positions having similar duties and responsibilities requiring similar qualifications, which can properly be designated by one title indicative of the nature of work performed, and which carries the same salary range.
- (g) Class Description. The responsibilities, essential functions, duties, and requirements of a position.
- (h) Classification Plan. An approved plan by the Board of Commissioners which assigns positions with similar kinds of duties into classes for similar treatment in selection, compensation and other employment processes.
- (i) Compensatory Time. Eligible employees receive time off in lieu of overtime for hours worked in excess of 40 hours per week.
- (j) Contracted Employee (9114). A person hired to perform incidental or occasional work on a temporary basis and is paid for these services through County payroll in accordance with Internal Revenue Service regulations.
- (k) County Manager. Refers to the County Manager or his or her designee.
- (l) Demotion. The reassignment of an employee to an existing position having a lower salary grade than the position from which the reassignment is made.
- (m) Disciplinary Action. An action taken to correct an unacceptable level of performance or behavior.
- (n) Effective Date. Normally the date of an employee's last significant personnel action related to their position - such as hire or promotion date. Determines when an employee is eligible for a performance evaluation and any related salary increase.
- (o) Elected Board (9105). Elected County Commissioners who are paid for serving in office.
- (p) Full Time Employee (9101). An employee who is scheduled to work the number of hours per work week designated by the Board of Commissioners as full time.
- (q) Furlough. Temporary leave without pay status during which the employee is instructed not to perform any work.
- (r) General County Employee. A County employee not subject to the State Personnel Act.
- (s) Genetic Information. Information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder, or condition of an individual's family members (family medical history), as identified in the Genetic Information Nondiscrimination Act of 2008 (GINA).
- (t) Grievance. A claim or complaint based upon an alleged event or condition which affects the circumstances under which an employee works, whether allegedly caused by misinterpretation, unfair application, lack of established policy pertaining to employment conditions or any other inequity relating to employment conditions.
- (u) Grossly Inefficient Job Performance. Performance deemed to be so unsatisfactory that it causes or

results in death or serious injury to employees, members of the public or to persons for whom the employees have responsibility, from State Personnel Act.

- (v) Job Classification Schedule. A listing of authorized classes with identifying characteristics and salary. Includes County Classification and Pay Plans.
- (w) NCGS. North Carolina General Statutes.
- (x) Part Time Employee. An employee who is scheduled to work less than the number of hours per work week designated by the Board of Commissioners as full time. Currently:
 - Greater than 1,000 Hours (9102) - from 20 to 39 hours per week
 - Less than 1,000 Hours (9103) - less than 20 hours per week
- (y) Pay Plan. A listing by grade and level of all approved minimum and maximum rates of pay authorized by the Board of Commissioners for various position classifications of County Government.
- (z) Pay Plan Adjustment. The raising or lowering of the salary grade for one or more classes of positions within the classification plan.
- (aa) Position. A group of current duties and responsibilities, assigned by a competent authority, requiring the full or part time employment of one person. The existence of a position or its identity does not depend upon its being occupied by an employee.
- (bb) Probationary Employee. A person appointed to a regular position who has not yet completed the probationary period
- (cc) Probationary Period. The required period of time an employee serves upon entering County service before obtaining regular status.
- (dd) Promotion. The reassignment of an employee to an existing position having a higher salary grade than the position from which the reassignment is made.
- (ee) Reclassification. The reassignment of an existing position from one class to another, based on changes in job content such as duty, difficulty, required skills and/or responsibility of the work performed.
- (ff) Regular Employee. An employee in a regular position who has completed his or her probationary period, and has been approved for continuing employment by the department head and the appointing authority.
- (gg) Regular Position. A position approved by the Board of Commissioners in which the duties and responsibilities are required on a continuous and annually recurring basis, requiring either the full time or part time employment of an individual.
- (hh) Salary Grade. The range of pay to which all sufficiently comparable positions are assigned.
- (ii) Salary Range. The minimum and maximum salary for a given classification and includes the hire rate (35% percentile point of the approved salary range table).
- (jj) Seasonal Employee (9117). An employee utilized to fulfill seasonal or short term needs of approved departments. A seasonal employee may be returned to active status the next year without requiring full re-hire process. An example would be a camp counselor.

- (kk) Special Separation Allowance (9116). Retirement benefit for Sworn Law Enforcement employees who are eligible for benefits and have not met the age of 62.
- (ll) State Personnel Act Employee. As of July 1, 2013 only one department has employees covered by the State Personnel Act (Emergency Management) due to federal funds received under Emergency Management Performance Grant. Covered positions are Director and Emergency Planner.
- (mm) Temporary Employee (9104). A person hired to perform duties on a non-regular basis (as needed) or for a specific period of time subject to annual review. Most of these positions are to supplement regular work performed by the department.
- (nn) Transfer. The reassignment of an employee from one position or department to another.

Section 4. Appointing Authority

In accordance with NCGS § 153A-82, the County Manager shall appoint, suspend and remove all County officers, employees and agents. Excluded from this section are officers, employees and agents who are elected by the people or whose appointment is otherwise provided for by law. As to those officers, employees or agents who are excluded from this section, the County Manager shall recommend individuals for such appointments to the Board of Commissioners.

Section 5. Responsibility of Board of County Commissioners

The Board of County Commissioners shall establish personnel policies and rules, including classification and pay plans. It shall make and confirm appointments when so specified by law.

Section 6. Responsibility of County Manager

The County Manager shall be responsible to the Board of Commissioners for the administration of the personnel program. The County Manager shall appoint, suspend, and remove all County officers and employees except those elected by the people or whose appointment is otherwise provided for by law. The County Manager shall make appointments, dismissals, and suspensions in accordance with NCGS § 153A-82 and this Personnel Ordinance.

The County Manager has the responsibility of applying and carrying out this Personnel Ordinance and all policies adopted hereunder. All references to the County Manager exercising such responsibilities are deemed to include a reference to any person to whom the County Manager has properly delegated the requisite authority for such responsibilities.

Each Sheriff and Register of Deeds elected by the people has the exclusive right to hire, discharge and supervise the employees in his or her office under the authority of NCGS § 153A-103.

Section 7. Responsibility of Human Resources Director

The County Manager shall appoint a Human Resources Director who shall assist in the preparation and maintenance of the classification plan and the pay plan, and perform such other duties in connection with a personnel program as the Manager shall require, such as to:

1. Apply, interpret, and carry out this Ordinance and the policies adopted thereunder, as directed by the County Manager;
2. Establish and maintain records of all persons in County service, setting forth each officer and employee, class title of position, pay or status history and other relevant employment data;

3. Develop and administer such recruiting programs as are necessary to obtain an adequate supply of competent applicants to meet the needs of the County;
4. Encourage and exercise leadership in the development of effective human resource administration within the various County departments, and to make available the facilities of the Human Resources office to this end;
5. Investigate, from time to time, the operation and effect of this Ordinance and of the policies made thereunder, and report such findings and recommendations to the County Manager;
6. Conduct position market studies as needed;
7. Make recommendations to the County Manager regarding human resource functions, as well as process revisions where appropriate;
8. Issue and publish any necessary administrative directives, supplements, interpretations, and prescribed forms and reports for the proper functioning, maintenance, and documentation of the procedures established in accordance with this Ordinance.

All matters dealing with County personnel or human resources shall be forwarded to the Human Resources Director, who shall maintain a complete system of personnel files and records.

Article II. Classification Plan

Section 1. Adoption

The position classification plan, as set forth in the current Job Classification Schedule, is hereby recognized as the classification plan for Cabarrus County.

Section 2. Allocation of Positions

The County Manager shall allocate each position covered by the classification plan to its appropriate class in the plan.

Section 3. Administration of the Classification Plan

The County Manager shall be responsible for the administration and maintenance of the classification plan so that it will accurately reflect the duties performed by each employee in the class to which his or her position is allocated. Department heads shall be responsible for bringing to the attention of the Human Resources Director the need for new positions and material changes in the nature of duties, responsibilities, working conditions, or other factors affecting the classification of any existing position.

When the County Manager finds that a substantial change has occurred in the nature or level of required duties, responsibilities, and/or qualifications of an existing position, the County Manager shall:

1. Direct that the existing class specification be revised;
2. Reallocate the position to the appropriate class within the existing classification plan; or
3. Amend the classification plan to establish a new class or classification group to which the position may be allocated.

Section 4. Amendment of the Classification Plan

New positions shall be established only with the approval of the Board of Commissioners. The County Manager shall then allocate the new position to the appropriate class within the existing classification plan or amend the classification plan to establish a new class to which the new position may be allocated. The County Manager may establish temporary, auxiliary or seasonal positions where he deems necessary for county operations for example extended absences or military deployment of employees in regular positions.

Classes of positions shall be added to and deleted from the classification plan with approval of the County Manager.

Positions with multiple levels do not require formal reclassification for movement within that career progression (ex. EMT/paramedic) or when employee moves between levels as long as established criteria are met (ex. Codes Enforcement I, II, III,). Position will be adjusted when these established programs are followed.

Article III. The Pay Plan

Section 1. Adoption

The salary schedule, reflecting salary grade and class titles, as set forth in the current Job Classification Schedule is hereby recognized as the pay plan for Cabarrus County.

Section 2. Administration of the Pay Plan

The County Manager shall be responsible for the administration and maintenance of the pay plan. The pay plan is intended to provide equitable compensation for all positions reflecting the differences in duties, responsibilities, and qualifications; the comparable rates of pay for positions in private and public employment in the area; the financial condition of the County; and other factors.

The pay plan of Cabarrus County shall be administered in a fair and systematic manner in accordance with work performed. The pay plan shall be externally competitive, shall maintain proper internal relationships among positions, and shall recognize performance as the basis for pay increases within the established salary range.

Market compensation and/or classification studies shall be conducted annually with each department on a review cycle of not less than four years. The annual study will be performed by an outside consultant to maintain a pay scale consistent with like jobs in the local market including similar governmental entities. Recommendations will be presented to the Board of Commissioners prior to the budget and if approved will be effective with the new fiscal year. Additionally, the County Manager shall, when necessary, direct comparative studies of all factors affecting the level of salary.

Section 3. Use of Salary Ranges

The following provisions shall govern the hiring rate of pay, as well as the granting of within-the-range pay increases:

- (a) **Hiring Range.** The hiring range for a vacant position is the entry or minimum rate through the 25th 35th percentile of the salary grade assigned to the job class for the position. Appointment within the hiring range is based on factors such as applicant qualifications being higher than the desired/required education, abilities and experience for the class; a shortage of available qualified applicants; and/or the refusal of qualified applicants to accept employment at the minimum rate for the grade. The County Manager has final appointment approval for initial hire or internal promotion within the hiring range and in extraordinary circumstances may approve appointments above the hire rate.
- (b) **Hire Rate.** The 35th percentile of the salary range is the hire rate for each salary range and designates the minimum rate of pay a fully trained and qualified employee should receive for satisfactory performance.
- (c) **Merit Increase Administration.** Each year, an employee shall receive a performance evaluation and be considered for a merit increase on the anniversary of his or her date in that position. Merit increases are determined by the score received on the evaluation and any program adjustments. An employee must receive a 2.01 rating or greater on the 5.00 point scale to qualify. If an employee qualifies, the department head recommends a merit increase according to the chart below. After administrative review by the Human Resources Director, the increase is added to the employee's base salary.

An employee that receives a rating of 2.00 or lower will normally require a Performance Improvement Plan (PIP) to bring his or her performance to position expectations. Department Heads are responsible for reasonable and appropriate action to assist an employee in attaining expected job performance. Complete a PIP for an overall 2.00 or lower or scores a 1 or 2 in an individual competency. If improvement is not made within three months' disciplinary measures in accordance with Article VII shall begin.

An employee is eligible for a merit increase in accordance with the following:

Performance Evaluation			Merit Pay Increase	
From	To	Point Spread	Levels	Percent
0.00	2.00	2.00	0	0.00
2.01	2.38	0.37	1	0.50
2.39	2.63	0.24	2	1.00
2.64	2.88	0.24	3	1.50
2.89	3.25	0.36	4	2.00
3.26	3.72	0.46	5	2.50
3.73	4.15	0.42	6	3.00
4.16	4.58	0.42	7	3.50
4.59	5.00	0.41	8	4.00

Employees at the maximum of their assigned salary range may participate in the merit process through a lump sum bonus award. The award is an annual one-time award in the amount of the employee's recommended merit increase. If the employee has not reached the maximum of the range but a merit recommendation will put them over, they may receive up to the range maximum as a salary addition and the remainder for that year as a lump sum payment.

Seasonal Employees

Employees hired into seasonal position will receive an end-of-season evaluation as their assignment ends. Increases will be based on a flat rate versus percentage-based increase.

Performance Evaluation			Flat Rate Increase	
From	To	Point Spread	Levels	Increase
0	5	5	0	0.00
6	11	5	1	\$.25
12	15	3	2	\$.50

(d) Cost of Living Allowance: Adjustments are made at the beginning of each fiscal year based on the Consumer Price Index (CPI) increase for the previous calendar year, with a maximum of 1% adjustment subject to board approval.

(e) Salary Adjustments. Increases may be made to an employee's salary base if justified by an unusual or internally or externally inequitable situation and approved by the County Manager.

Section 4. Payment at a Listed Rate

All employees covered by the pay plan shall be paid at a listed rate within the salary ranges established for their respective job classes except for employees in a trainee status, or employees whose present salaries are above the established maximum rate following transition to a new pay plan or due to a job status change.

Section 5. Salary of a Trainee

An applicant hired or an employee promoted to a position who does not meet all the established requirements of the position may be appointed at a rate in the pay plan below the minimum rate established for that position. The established trainee rate for any given position shall be the minimum rate for the salary grade below the one of that position. An employee at the trainee level shall be evaluated at least every six months. The department head may certify that the trainee is qualified to assume the full responsibilities of the position at the conclusion of said review. At this point the employee will be paid at the entry salary for the position. The employee then becomes eligible for merit increases on subsequent anniversaries of the date he or she was released from trainee status.

No employee shall remain in a trainee status (pay below lowest amount for salary grade assigned to his or her job classification) for more than 12 months.

Section 6. Pay Rates in Promotion, Demotion, Transfer, and Reclassification

- (a) All transitions described below must start on the first day of a new pay cycle.
- (b) When an employee is promoted to a position in a higher salary range, the employee shall be eligible for a salary increase equivalent to the competitive market rate. Increases shall be calculated based on credit for experience and education. Increases that exceed the 35th percentile of the range must be approved by the County Manager.
- (c) When an employee is demoted for non-disciplinary reasons or has a job status change which results in a lower salary range being assigned to the employee's job, the employee's pay shall remain the same (except that it shall not exceed approximately 7.5%) over the maximum of the new range until general schedule adjustments or range revisions bring it back within the lower range); OR his or her salary may be reduced to any amount in the lower salary range, as long as the reduced salary does not fall below the minimum salary rate of that range.
- (d) When an employee is demoted for disciplinary reasons which results in a lower salary range being assigned to the employee's job, the employee's pay will be placed at the hire rate of the lower salary range or have his or her salary reduced by approximately 10%, whichever is less, upon the recommendation of the department head with the approval of the County Manager. In no case should the reduced salary fall below the minimum of the new salary range.
- (e) When an employee is transferred to a position in the same salary range, he or she will normally retain the same salary. Adjustments to the salary can be made for special situations, if justified, upon recommendation by the department head with the approval of the County Manager.
- (f) When a position is reclassified to a higher salary range, the employee in the position shall receive approximately 5% or an increase to the entry level of the new salary grade, whichever is greater.
- (g) When a position is reclassified to a lower salary range, the employee's salary in the position moves to the new range at the current rate of pay. It cannot exceed the maximum rate of pay of the salary

grade by more than approximately 7.5% until general schedule adjustments or range revisions bring it back within the lower range.

Section 7. Pay Rates in Pay Plan Adjustments

When the Board of Commissioners approves a change in salary range for a class of positions, the salaries of the employees whose positions are allocated to that class shall be affected as follows:

- (a) When a class of positions is assigned to a higher salary range, employees in those positions shall receive an increase to move them to the same range placement within the new grade.
- (b) When a class of positions is assigned to a lower salary range, employees will move to the new salary grade and will retain their current rate of pay, not to exceed the maximum rate of pay of the salary grade by more than approximately 7.5% until general schedule adjustments or range revisions bring it back within the lower range.

Section 8. Pay Rates For Interim Job Assignments

Occasionally a position vacancy or the long term absence of the person in the position requires the temporary assignment of all or part of such a position's duties to another County employee. A temporary salary increase may be implemented for an employee accepting such an assignment based upon the following scale, with the approval of the County Manager:

<u>POSITION</u>	<u>TEMPORARY SALARY INCREASE</u>
Department Head	5 to 20%
Supervisory Positions	5 to 15%
Other Key Positions	5 to 10%

The amount of the temporary increase will be based upon department size, the significance of duties assumed, and the level of responsibility for persons, property and operations. Increases will not be given for additional duties that are routine or similar to those of an employee's regular job assignment or within the same pay grade.

Section 9. Pay for Part-Time Work

The pay plan established by this policy is for full time service. An employee appointed for less than full time service will be paid a prorated amount determined by converting the established salary to an hourly rate.

Section 10. Overtime/Compensatory Time

Overtime work requires advance approval or authorization and shall be administered in accordance with Wage and Hour Law.

80 hour non-exempt employees with the exception of law enforcement are paid compensatory (comp) time or overtime pay (with County Manager approval) for hours worked over 40 per work week. 80 and 84 hour law enforcement non-exempt employees are paid overtime for hours worked over 86 hours per pay period.

All non-exempt employees can earn and bank up to a maximum of 240 comp time hours, however balances are monitored and may be paid out or employees may be scheduled off to reduce comp time balances. Time earned for non-exempt employees is at time and a half.

Exempt employees can earn hour for hour compensatory time not to exceed 80 hours.

When time off is needed and comp balance is available it shall be utilized ahead of vacation time unless approved by the County Manager. Comp time may be utilized instead of sick time where approved within other Ordinance and policy guidelines.

Section 11. Longevity Pay Plan

The Cabarrus County Longevity Pay Plan was discontinued on July 1, 1993. Each permanent full time employee receiving this benefit prior to this date will continue to do so. This "grandfathered" benefit will be paid in the biweekly pay checks, at an amount equal to that which was in effect on June 30, 1993. Recipients will lose this benefit when changing from regular full time to regular part time employment status or upon separation from employment with Cabarrus County. Once longevity pay is terminated it will not be reinstated.

Section 12. Sheriff's Education Incentive Program

Minimum qualifications have been established for all classifications within the County. Because of the nature of their work and the realities of the labor market, an educational incentive has been presented and approved for the Sheriff's Office effective December 22, 1972.

For Sheriff's Office employees in qualifying positions that acquire a degree in Criminal Justice after hire an additional incentive will be provided in the form of a percentage of base pay as follows:

Associate's Degree	2.5%
Bachelor's Degree	5%

This amount will be added to the employee's base pay in the amount above following presentation of degree and completed Personnel Status Request (PSR) by the department. This incentive is only available for Criminal Justice or a closely related field of study as approved by the Sheriff from an appropriately accredited institution of higher learning.

Employees hired with this degree will receive the same salary consideration upon hire.

These incentives will replace the original incentive plan effective 1972. All employees who currently hold a qualifying degree will be transitioned to the new plan effective August 17, 2018. Any employee currently receiving partial payment for classes acquired under the previous incentive plan will continue to receive that amount until completion of degree at which time they will be transitioned to the percentage incentive plan amount.

Employees eligible for the Sheriff's educational incentive program shall be exempt from educational leave with pay in Article VI, Section 23 and tuition reimbursement in Section 14 of this Article for any degree level excluding Master's degree.

Section 13. Reimbursement for Tuition

A full time non-probationary employee may receive reimbursement for college courses taken which will better equip the employee to perform assigned duties subject to the approval of the department head and the County Manager. The County may reimburse the employee for tuition and course fees up to \$500 per

semester not to exceed \$1,000 each fiscal year subject to available funds in the established budget for this program.

The employee must apply through Human Resources at least 15 days in advance of the course start date. The application requires a statement of how the course applies to or benefits currently assigned duties. Reimbursement will not be made for required general college courses or prerequisites such as English or general math. If the course is part of a future development plan the department head must provide additional details on how the coursework will benefit the department and the expected timeline.

Immediately following completion of the course the employee must provide receipts showing payment of qualifying expenses (tuition, lab fees, text books) along with notice of successful course completion (grade of B or better or pass if pass/fail) from an appropriately accredited institution of higher learning.

Employees receiving tuition reimbursement are required to continue County employment for 12 months following the completion date of the course that is reimbursed. Failure to meet this requirement will result in the reimbursed amount being deducted from the employee's final compensation or collected from the employee.

Section 14. Job Related Training and Certifications

The County may sponsor or provide job related training including certification preparation courses if needed for the employee's current role. Examples include UNC – School of Government courses and those offered by other professional organizations.

If the course, or series of courses, is \$2,000 or greater inclusive of travel expense, the participating employee is subject to the County's payback provision and must sign the Continued Employment Agreement of Job Related Training. If the employee leaves prior to completing 1 year of service from the completion of training they will be responsible for paying back 100% of the training expense and related costs. If the employee leaves prior to completing 2 years of service following the completion of the course he/she will be responsible for 50% of the training expense.

Certification test expenses will be paid by the County for a job related certification for the first test. If the employee is not successful, they must pay for retesting expenses. The County will reimburse the testing expense for the final, successful test.

Section 15. Bilingual Incentive

The County will provide a language incentive for those employees providing translation services within their departments and to other areas, as requested by management. The Department Head must request eligibility by position where they identify a business need and submit to Human Resources for approval by the County Manager.

Employees will be eligible for an annual incentive of \$1,200 added to their pay (\$46.25 per pay period for 26 pays per year) if they pass a proficiency test in Spanish or other identified language as approved by the County Manager. Employees must pass an oral proficiency exam at an advanced or superior level by a testing authority selected by the County. The initial test and required re-certification will be paid for by the County. Those wishing to retest following an unsuccessful attempt will pay for the retest. The employee's supervisor is responsible for contacting Human Resources to set up testing. Incentive pay will begin the pay period that follows satisfactory results and will not be retroactive. Employees must successfully complete six months of employment to be eligible for the incentive.

The Department Head may decide at any time to discontinue bilingual eligibility if the need within the department ceases to exist and/or the skill is not being utilized. The employee will be required to retest

every 3 years to verify language capability. Designated employees receiving Bilingual pay may be asked to participate in a call rotation for their division and on occasion, to assist within another department or division if an urgent matter presents itself.

The incentive applies to situations where bilingual skills are optional. If a job requires bilingual skills the employee is not eligible to receive the above incentive but the language skills will be considered under hiring standards and included in the employee's base salary.

Article IV. Recruitment and Employment

Section 1. Statement of Equal Employment Opportunity Policy

It is the policy of the County to maintain a systematic, consistent recruitment program, to promote equal employment opportunities, and to identify and attract the most qualified applicants for all vacancies. This intent is achieved through consistency in announcing positions, evaluating all applicants by the same criteria, and by applying uniform assessment methods.

The County shall select employees on the basis of applicants' qualifications and without regard to age, color, disability, genetic information, national origin, political affiliation, race, religion or sex, or any other protected class under applicable state or federal law except where specific age, sex, or physical requirements constitute a bona fide occupational qualification necessary for job performance. Applicants with disabilities shall be given equal consideration with other applicants for positions in which their disabilities do not represent an unreasonable barrier to satisfactory performance of duties.

Limitation of employment because of a pregnancy related condition is prohibited.

Section 2. Implementation of EEO Policy

All personnel responsible for recruitment and employment shall implement this ordinance through procedures that will assure equal employment opportunity based on reasonable performance related job requirements. Notices with regard to equal employment matters shall be posted conspicuously on County premises in places where notices are customarily posted.

Section 3. Recruitment Sources

When positions are to be filled within the County, department heads shall notify the Human Resources Director concerning the number and classification of positions which are to be filled. The Human Resources Director shall publicize these opportunities for employment, including the applicable hire rates and employment qualifications. Information on job openings and hiring practices shall be provided to recruitment sources, including organizations and news media available to minority applicants Cabarrus County utilizes the NC Works. In addition, notice of vacancies shall be posted during a job advertising period on the County internet and intranet sites and through department email communications to all employees or posted at communication boards contained legal notices and other required postings within departments. Individuals shall be recruited from a geographic area as wide as is necessary to insure that well qualified applicants are obtained for County service.

Posting options include:

- Internal Department Only – where experience within the departments is a position requirement for advancement;
- Internal County Employees Only – any County employee may apply; or
- External – open to all interested candidates

Section 4. Applications for Employment

Applications for employment will be accepted only if a position vacancy exists and has been advertised. On-line applications are required and shall be submitted to indicate the specific position vacancy for which the applicant is applying. Application for multiple positions is acceptable.

All applications must be accepted and reviewed through the approved on-line application. Assistance and computers are available upon request through the Human Resources Department.

It is the policy of Cabarrus County to only hire individuals 16 years of age or older.

County employees may only be employed in one County position, except for an employee engaged as an election official or appointed to a non-related County advisory board.

Section 5. Qualification Standards

- (a) Employees shall meet the employment standards established by the classification plan and such other reasonable minimum standards of character, aptitude, ability to serve the public, and physical condition as may be established by the County Manager with the advice and recommendations of the department heads.
- (b) Qualifications shall be reviewed periodically to assure that requirements conform to the actual job performance requirements.
- (c) When a fully qualified applicant is not available, the County may employ, in a trainee capacity, an applicant who does not meet all minimum qualifications for a particular job, if the deficiencies can be eliminated through orientation and on-the-job training in a twelve-month period.

Section 6. Tests

Standardized qualifying tests administered by the County or by persons or agencies on behalf of the County shall be valid measures of job performance and approved prior to use by the Human Resources Director.

Section 7. Selection Process

Department heads or their designees, shall conduct impartial assessment processes to evaluate applicant education, experience, knowledge and skills for vacant positions. Human Resources recommends a selection committee with 3-5 members that reflects the diversity of the workforce and represents those with close knowledge of position requirements. Structured interviews utilizing the same questions for each applicant are recommended. All questions should directly relate to the job to be performed. Human Resources reserves the right to review the questions to assure compliance and is available for assistance with assessment development. Following the selection process, written document must be maintained by the hiring department for 2 years.

If relevant for the position, fitness for duty tests will be administered by a contracted resource. Any other tests or screenings must be run through Human Resources for approval and must be position relevant and nondiscriminatory. Hiring managers are expected to complete a minimum of three business references to determine suitability for employment prior to making an employment offer.

Section 8. Employee and Pre-Employment Drug Testing

The County, as a public employer, is entrusted with the health and safety of its citizens. In keeping with this obligation, individuals who seek County employment shall undergo a drug screening procedure as a condition of employment. Employees may also be required to undergo a drug screening procedure. Procedures are included in the Cabarrus County Drug Free Workplace Policy.

Section 9. Offers of Employment

Before any commitment is made to an applicant, the department head shall complete the required pre-hire workflow and route to the Human Resources Director with a proposed salary to be paid and the reasons for selecting the particular applicant over others along with the anticipated start date. After reviewing the qualifications and experience of the applicant, the County Manager or designee shall approve or reject the selection and determine the classification and starting salary of the employee, except that appointing authorities other than the County Manager shall make the appointment where authorized by statute (ex. Tax Administrator, Clerk to the Board, Board of Elections Director, County Manager). Starting salaries of new employees may only go up to the 35% percentile of approved salary ranges and must be reviewed with Human Resources prior to offer. The County Manager can authorize pay beyond this point but must be provided with detailed justification for the request prior to offer to candidate.

It is the County's policy to create career opportunities for its employees when possible. Therefore, when a current employee applying for a vacant position possesses the best qualifications of all applicants, that applicant shall be appointed to that position. However, if other applicants possess comparable qualifications and if the County would continue any historical discriminatory employment practices by automatically promoting or transferring the current employee without considering other applicants, the County must carefully consider the qualifications of other applicants in filling the position.

NCGS § 153A-103 requires the Board of Commissioners to approve an appointment by the Sheriff or Register of Deeds of a relative by blood or marriage of nearer kinship than first cousin, or of a person who has been convicted of a crime involving moral turpitude.

Section 10. Probationary Period of Employment

Upon initial appointment to a regular position, an employee shall serve a probationary period of six months, except that law enforcement officers shall serve a 12-month probationary period. An employee serving a probationary period following initial appointment may be dismissed at any time during the probationary period for failure in performance of duties or failure in personal conduct.

Before completion of the probationary period, all department heads, except the Sheriff and Register of Deeds, shall complete a probationary review to indicate in writing:

1. That the employee's progress (accomplishments, strengths, and weakness) has been reviewed with the employee;
2. Whether the employee is performing satisfactory work;
3. Whether the probationary period should be extended; and
4. Whether the employee should be retained in the present position, released, transferred, or demoted.

At the end of the initial six-month probationary period for employees other than law enforcement, the probationary period may be extended for another three months. The 12-month initial probationary period for law enforcement personnel may be extended for another six months. No employee or law enforcement officer shall remain on probation for more than nine or 18 months, respectively.

Section 11. Reinstatement

A regular full time employee who resigns while in good standing or who is separated because of a reduction in force may be reinstated to the same or a new position within one year of the date of separation, with the approval of the department head and the County Manager.

An employee reinstated shall be credited with previous service and previously accrued sick leave and receive all benefits provided in accordance with this policy and supplementary rules and regulations. The salary paid a reinstated employee returning to the same position shall be as close as reasonably possible to the previous salary. Those moving to a new position will be evaluated consistent with all applicants.

An employee who enters extended active duty with the Armed Forces, the Armed Forces Reserve, the National Guard, or other uniformed services of the United States will be granted reinstatement rights commensurate with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

For an employee who returns to the County past one year of separation, this is not considered a reinstatement. However, the County Manager may authorize reinstatement rights as described above.

Section 12. Promotion

- (a) Candidates for promotion shall be chosen on the basis of their qualifications, and work records without regard to age, color, disability, genetic information, national origin, political affiliation, race, religion, or sex or any other protected class under applicable state or federal law.
- (b) Vacancies in positions shall be filled as far as practicable by the promotion of current County employees.
- (c) If a current County employee is chosen for promotion, the department head shall complete the required hiring step including hiring recommendations and reasons for the selection. After considering the department head's comments, the County Manager or designee shall make the appointment and determine the classification and starting salary.

Appointing authorities other than the County Manager shall forward the employee's name to the Human Resources Director with classification and salary recommendations.

Section 13. Demotion

Any employee whose work in his present position is unsatisfactory, or whose personal conduct is unsatisfactory, may be demoted, provided that the employee shows promise of becoming a satisfactory employee in another position. Such a demotion shall follow the procedures outlined in Article VII, Section 2. Disciplinary Actions. An employee may request a demotion on a strictly voluntary basis subject to approval of the department head and County Manager. See Article III. Section 6. for applicable pay rate changes based on reason for demotion.

Section 14. Transfer

If a vacancy occurs and an employee is eligible for a transfer and is selected, the department head wishing to hire the employee shall request the transfer, which is subject to review by the Human Resources Director and approval of the County Manager, except that appointing authorities other than the County Manager shall make such appointments for their departments. Departments will be asked to coordinate transfer dates to match the start of a new pay cycle and to ensure needs of both departments are met. Any employee involuntarily transferred may appeal the action in accordance with the grievance procedures outlined in Article VIII.

Section 15. Emergency Appointment

An emergency appointment may be made when a situation exists requiring the services of an employee before it is possible to identify a qualified applicant through the regular selection process. When it is determined by the County Manager or appointing authority that an emergency appointment is necessary,

all other requirements for appointment will be waived. An emergency appointment may be made for a period of up to 60 work days (consecutive or non-consecutive). Any one individual may not receive successive emergency appointments with the same department or agency. At least three calendar months must elapse before an individual may receive another emergency appointment.

Section 16. Employment Screening

Cabarrus County requires position appropriate pre-employment, promotion, and reassignment screenings to include criminal background, credit, driving records, educational, and reference information. Authorization by the individual being considered for hire, promotion, or reassignment is required prior to screening and will follow all requirements of the Fair Credit Reporting Act and any other applicable state and federal laws. Failure to pass any required screening will result in revocation of employment offer and a one year wait before the candidate can be reconsidered for employment. Departments requiring physical ability testing may allow one additional attempt if the initial test is delayed by the provider for medical reasons. Department specific tests such as written skills test may be retaken at future assessments at the discretion of the department.

Article V. Conditions of Employment

Section 1. Workweek

Office hours for all County departments unless otherwise noted are 8:00 AM until 5:00 PM, Monday through Friday. However, when the activities of a particular department require another schedule to meet work needs, the County Manager may authorize a deviation from the normal schedule.

Employees will report to work as scheduled and on time.

The pay week generally runs from 8:00 a.m. Friday through 5:00 p.m. the following Thursday unless another schedule has been approved. Cabarrus County follows requirements of Wage and Hour Law as determined by NC and the Federal Government including the [Fair Labor Standards Act](#) (FLSA).

Employees in positions determined to be exempt under the FLSA shall work the number of hours necessary to assure the satisfactory performance of their duties.

Law enforcement personnel require a work period to accommodate a 24 hour, 14-day work schedule. Shifts rotate am/pm for most positions with the exception of 8:00 a.m. – 5:00 p.m. administrative personnel. There are two schedules for Sheriff Office employees. The first schedule is an 8 hour shift, 80 hours per pay cycle (2,080 annual hours). The second schedule is a 12 hour shift, 84 hours per pay cycle (2,184 annual hours). For law enforcement personnel overtime is paid after 86 hours per pay cycle as allowed by section 207(k) of the FLSA. Hours worked from 80 to 86 hours per pay cycle will be paid at the regular hourly rate.

EMS shifts are fixed a.m. or p.m. EMS field personnel work 12 hour shifts with 36 hours during week 1 and 48 hours during week 2 in order to provide coverage 24 hours daily.

Fire Services employees work 24 hour shifts or 212 hours per 28 day cycle for 2,756 annual hours. They follow the FLSA approved schedule for firefighters including a 24 hour off (Kelly day) every third cycle.

Schedule changes can be made at the discretion of the department. Advance notice will be given as practical. Other workweek schedules may be authorized by the County Manager in keeping with the Fair Labor Standards Act and County needs.

Section 2. Job Performance

All employees shall strive to perform the duties and responsibilities of their position in an exceptional manner; follow appropriate instructions of their supervisor; work in a safe manner; and abide by all rules, regulations, and laws of the workplace.

Employees shall maintain any required license, certification, or other credential of their position.

Section 3. Personal Conduct

Employees shall maintain a level of personal conduct that is befitting a public employee or officer.

Section 4. Gifts and Favors

As prohibited by the [NCGS § 133-32](#):

- (a) No official or employee shall directly or indirectly accept or solicit any personal gift, favor, or thing that may tend to influence that employee in the discharge of duties.
- (b) No official or employee shall grant in the discharge of duties any improper favor, service, or thing of value.

Section 5. Political Activity Restricted

Each employee has a civic responsibility to support good government by every available means and in every appropriate manner. Each employee may join or affiliate with civic organizations of a partisan or political nature, may attend political organizations in accordance with the Constitution and laws of the State of North Carolina and in accordance with the Constitution and laws of the United States of America. However, no employee shall:

1. Engage in any political or partisan activity while on duty;
2. Use official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office;
3. Be required as a duty of employment or as a condition for employment, promotion, or tenure in office to contribute funds or personal effort for political or partisan purposes;
4. Coerce or compel contributions for political or partisan purposes by another employee of the County; or
5. Use supplies or equipment of the County for political or partisan purposes.

County employees subject to the State Personnel Act and those in certain federally aided programs are subject to the Hatch Act as amended in 1993. This federal act, in addition to prohibiting 2, 3, and 4 above, also prohibits candidacy for elective office in a partisan election.

Any violation of this section shall be considered a failure in personal conduct and shall subject an employee to disciplinary action up to and including dismissal.

Section 6. Outside Employment

The work of the County will take precedence over other occupational interests of employees. Employees shall be fully engaged in their job responsibilities during work hours. All outside employment for salaries, wages, or commission and all self-employment must be reported to the employee's supervisor in writing, who in turn will report potentially conflicting employment to the Human Resources Director. The Human Resources Director will review such employment for a possible conflict of interest and report any conflict to the County Manager for final determination. Conflicting outside employment will be grounds for disciplinary action up to and including dismissal. Internships (paid or unpaid) or volunteer activities should also be reported to management if there is the potential for a conflict to exist (ex. working for current county vendor). These situations must also be documented and will be reviewed and approved by management.

Section 7. Limitation of Employment of Relatives and Other Close Relationships

Employment of relatives or those with close personal relationships can lead to potential conflict in the work environment and concern over favoritism by others. To prevent these types of issues these guidelines were formulated:

- (a) Members of an immediate family or in a close personal relationship may not be employed at the same time if such employment would result in an employee directly or indirectly supervising a member of the immediate family or in any way having an influence over the family member's rate of pay or conditions of employment.

- (b) Immediate family is defined for the purpose of this section as spouse, mother, father, guardian, children, sister, brother, grandparents, grandchildren plus the various combinations of half, step, in-law, and adopted relationships that can be derived from those named. Close personal relationship includes employees sharing the same living accommodations as domestic partners, those engaged to be married or other similar personal relationship that County management deems to be a potential conflict or concern.
- (c) Those defined in this section may work in the same department when they are assigned to different independently supervised units within the department or may be allowed to work in the same area where there is not a supervisory relationship and the department head approves the assignment.
- (d) NCGS § 153A-103 requires the Board of Commissioners to approve an appointment by the Sheriff or Register of Deeds of a relative by blood or marriage of nearest kinship than first cousin.

Section 8. Unlawful Workplace Harassment Policy

Cabarrus County is committed to ensure a work environment for all employees that is free from all forms of unlawful harassment. Harassment on the job because of age, color, disability, genetic information, national origin, political affiliation, race, religion, or sex (including sexual orientation or transgender status) will not be tolerated. Harassment may take the form of physical or verbal conduct which may lead to, among other things, intimidation, aggression, hostility or unequal treatment. These unwelcome activities create a disruptive work environment and are inconsistent with County Policy.

Workplace harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of age, color, disability, genetic information, national origin, political affiliation, race, religion, or sex (including sexual orientation or transgender status) which has the purpose or effect of creating an intimidating, hostile, or offensive work environment or interferes with an individual's work performance or otherwise adversely affects an individual's employment opportunities. Sexual harassment includes unwelcomed verbal behavior such as comments, suggestions, jokes or derogatory remarks based upon sex; physical behavior such as inappropriate or offensive touching; visual harassment such as posting of sexually suggestive or derogatory pictures, cartoons or drawings; or sexual advances.

Unlawful harassment, including sexual harassment of an employee or client/consumer by another employee or outside party affects morale, motivation, and job performance. It is inappropriate, offensive, and illegal and shall be reported.

Harassing conduct includes, but is not limited to: epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts or bullying behavior. Additionally, written or graphic material which denigrates or indicates hostility or aversion toward an individual or group is prohibited from display on County property or circulation in the workplace.

Any employee who believes that he or she has experienced unlawful harassment or observed unlawful harassment in the workplace must report it immediately to his or her supervisor. If the employee is uncomfortable in discussing the matter with the supervisor, the employee shall report the incident within 10 days to the Human Resources Director or County Manager, or to the Sheriff for law enforcement employees. Supervisors who receive or are made aware of a workplace or sexual harassment complaint shall immediately notify the Human Resources Director.

All complaints will be investigated promptly, impartially and discreetly and, upon completion of the investigation, the appropriate parties will be notified of the findings. Any employee/manager who has been found to have harassed an employee will be subject to appropriate disciplinary action, up to and including

dismissal. No employee will suffer retaliation for reporting, assisting, testifying, or participating in an investigation or proceeding of an unlawful workplace harassment claim.

It is expected that County employees will act responsibly to maintain a professional working environment - free of discrimination, harassment, and retaliation - allowing each employee to perform to his or her maximum potential.

Section 9. Technology Use

Cabarrus County utilizes technology resources for business purposes in serving the interest of the citizens of Cabarrus County. Technology resources are the property of Cabarrus County and include, but are not limited to, computer equipment, software, software as a service, operating systems, storage media, telephone equipment, wireless/portable equipment, office equipment, email, voice mail, network access, infrastructure as a service and associated systems, networks, equipment, and their various derivatives whether on premise or in the cloud. Technology resources and their use are subject to NCGS § 132 Public Records Law and may be monitored, reviewed, and analyzed for business purposes and compliance. Digital communications governed by the public records retention policy can only be conducted by approved methods on approved devices. The Cabarrus County Technology Appropriate Use Policy describes requirements in detail.

Section 10. Searches and Inspections

Cabarrus County reserves the right to conduct searches or inspections of property assigned to an employee and his or her personal belongings whenever a supervisor or manager has reasonable grounds for suspecting that the search will result in evidence of a violation of County policies. Such searches or inspections may include an employee's work area, desk, computer, and assigned vehicles. The employee's supervisor or department head and at least one individual from Human Resources, another department, or others as reasonably necessary will conduct the search or inspection.

Article VI. Leaves of Absence

Section 1. Holidays

The County shall observe the same holiday observation schedule as the State of North Carolina for holidays.

Paid holiday time is provided to eligible employees who are either full time status (9101) or part time working greater than 1,000 hours per year (9102) effective January 1, 2018. All other staff are not afforded paid holiday time but may be scheduled off in accordance with their business unit practice.

Full time employees, not on paid leave, must work a full normally scheduled workday before or after the holiday or utilize paid time off to be eligible for holiday leave.

Part time (9102) employees will receive holiday time based on their FTE status. For example, a regular .5 FTE would receive 4 hours per holiday. To be eligible, at least one shift must be worked or paid status equivalent to a work shift must be entered in the holiday week to receive holiday pay. This must be in the pay period week the holiday actually occurs (ex. Friday – Monday schedule).

Employees may wish to be away from work on a certain day for religious observances. Department heads should attempt to arrange the work schedule so that an employee may be granted vacation leave if requested for a religious observance.

Section 2. Holiday - When Work Required

With the exception of EMS, law enforcement and fire services personnel, employees who are required to perform work on regularly scheduled holidays shall record the actual hours worked.

EMS, Sheriff and Fire Services personnel are scheduled to work holidays to provide necessary coverage. For that reason, holidays hours are advanced to 12 and 24 hour employees in lieu of the actual holiday based on 12 holidays per year:

Sheriff (12 hour shifts, 7K exemption)	84 hours	100 hours per year
Sheriff – Civilian Telecommunicators	80 hours	96 hours per year
EMS	80 hours	96 hours per year
Fire Services	96/116 hours	144 hours per year

Advanced holiday hours are normally provided in January as accrued holiday leave to be used throughout the calendar year and do not carry over from year to year. Employees receiving accrued holiday leave who separate from employment during the calendar year are credited with holiday leave for holidays during period of employment only. Holiday leave taken for holidays not yet available must be reimbursed; it shall be deducted from the employee's final compensation or collected from him or her if not available from his or her final compensation.

Section 3. Vacation Leave

All regular and probationary employees (personnel status of full time and part time) who are scheduled to work at least 1,000 hours during the calendar year shall receive vacation leave in accordance with this

policy. Vacation leave may be used at the employee's discretion with prior approval of the employee's immediate supervisor or department head. Use of compensatory time may/will be required if a balance is available. Elected positions are not subject to this section and do not earn vacation leave.

Section 4. Vacation Leave - Manner of Accrual

The anniversary date of employment shall be used for determining earned vacation leave. Any employee working the basic workweek shall earn vacation leave at the following rates in Schedule A or B if applicable.

The County Manager may establish a vacation leave earning rate, consistent with this schedule, for a new employee when in the best interest of the County for recruitment of an experienced individual.

Vacation leave credited to regular and probationary employees scheduled to work at least 1000 hours during the calendar year but fewer hours than the basic work week shall be determined in accordance with the formula set forth in Section 14 of this Article.

Schedule A is for all persons hired or rehired on July 1, 1997, or thereafter; and those in full time County employment immediately prior to that date who voluntarily chose to change from Schedule B in order to receive retiree health and life insurance benefits. See Article IX., Section 3 for retiree benefits information.

Employees earning more vacation leave than listed on Schedule A for their years of service will have their vacation leave accrual rate remain at the then current level until or when advancement in seniority entitles them to earn an increased amount of leave. The exception - employees earning more than twenty days of vacation leave a year will as of, July 1, 1997, and thereafter, earn at a rate of twenty days a year.

Schedule A - Employees Scheduled 80 hours per pay period

Schedule A Table 1	Hired after 7/1/1997		
Vacation – 80 hour schedule			
Years of Continuous Cabarrus County Service	Units Per Hour	Per Pay Period	Annual
Less than 5	0.0385	3.080	80.08
5 but less than 10	0.0500	4.000	104.00
10 but less than 15	0.0577	4.616	120.02
15 but less than 20	0.0654	5.232	136.03
20 years or more	0.0769	6.152	159.95

Schedule A - Employees Scheduled 84 hours per pay period

Schedule A Table 25	Hired after 7/1/1997		
Vacation – 84 hour schedule			
Years of Continuous Cabarrus County Service	Units Per Hour	Per Pay Period	Annual
Less than 5	0.0385	3.2340	84.084
5 but less than 10	0.0500	4.2000	109.200
10 but less than 15	0.0577	4.8468	126.017

15 but less than 20	0.0654	5.4936	142.834
20 years or more	0.0769	6.4596	167.950

Schedule A - Employees Scheduled 96/116 average of 106 hours per pay period

Schedule A Table 27	Hired after 7/1/1997		
Vacation – 24 hour schedule			
Years of Continuous Cabarrus County Service	Units Per Hour	Per Pay Period	Annual
Less than 5	0.0385	4.081	106.11
5 but less than 10	0.0500	5.300	137.80
10 but less than 15	0.0577	6.116	159.02
15 but less than 20	0.0654	6.932	180.23
20 years or more	0.0769	8.151	211.93

Schedule B is for all persons employed full time with the County on June 30, 1997, that earned vacation leave on this schedule and chose voluntarily to remain on this schedule after that date, in lieu of receiving County paid health plan and life insurance coverage at retirement. Anyone earning vacation leave under this schedule on July 1, 1997, who is separated from County employment and rehired at a later date, will earn leave as listed in Schedule A.

Schedule B - Employees Scheduled 80 hours per pay period

Schedule A Table 25				
Vacation – 80 hour schedule				
Years of Continuous Cabarrus County Service	Units Per Hour	Per Pay Period	Annual	Approximate Days
Less than 2	0.0385	3.0800	80.08	10+
2 but less than 5	0.0462			
5 but less than 10	0.0577	3.6960	96.10	12+
10 but less than 15	0.0692	4.6160	120.02	15
15 but less than 20	0.0808	5.5360	143.94	17+
20 years or more	0.0923	6.4640	168.06	21

Section 5. Vacation Leave - Maximum Accrual

Vacation leave may be accrued without any applicable maximum until December 31 of each calendar year. At the end of each benefit year on December 31, any County employee with accrued vacation leave in excess of 240 hours (252 hours for law enforcement officers working a 12-hour shift schedule, 318 for fire fighters working 24 hour shift schedule) shall have the excess vacation leave converted to sick leave. Converted sick leave shall be used in the same manner as accrued sick leave and may be used for authorized

sick leave purposes. Like regular sick leave, any unused converted sick leave may be counted toward creditable service at retirement as regulated by the North Carolina Local Governmental Employees' Retirement System or Law Enforcement Officers' Benefit and Retirement Fund.

Section 6. Vacation Leave - Payment on Separation

An employee who is separated shall be paid for vacation leave accumulated to the date of separation, not to exceed a maximum of 240 hours (252 hours for law enforcement officers working a 12-hour shift schedule).

The estate of an employee who dies while employed by the County shall be entitled to payment for all of the accumulated vacation leave credited to the employee's account not to exceed a maximum of 240 hours (252 hours for law enforcement officers working a 12-hour shift schedule). The date of death shall be used as the date of separation for purpose of determining such payment.

Section 7. Sick Leave

All regular and probationary employees who are scheduled to work at least 1,000 hours during the calendar year shall receive sick leave in accordance with this policy. Sick leave with pay is not a right which an employee may demand but a privilege granted by the Board of Commissioners for the benefit of an employee when sick and for other authorized purposes:

1. Sick leave shall be granted to an employee absent from work for any of the following reasons: sickness, bodily injury, required physical or dental examinations and treatment, or exposure to a contagious disease when continuing work might jeopardize the health of others.
2. Sick leave may be used for illness, injury, or a medical appointment of a member of an employee's immediate family.
3. Sick leave may also be used for death in the employee's immediate family, but may not exceed 40 hours (42 hours for law enforcement officers working a 12-hour shift schedule) for any one occurrence.

Note for the purposes of 2 and 3. Immediate family shall be deemed to include spouse, mother, father, guardian, children, sister, brother, grandparents, grandchildren, plus the various combinations of half, step, in-law, and adoptive relationships that can be derived from those named. Foster children under the care of an employee shall be deemed immediate family for these purposes.

The County Manager may authorize additional sick leave use for extenuating circumstances.

Unless physically impossible, notification of the desire to take sick leave should be submitted to the employee's supervisor prior to the beginning of the scheduled workday.

Sick leave requested in a workweek or work period cannot result in paid hours that exceed the scheduled hours for the week or period. The sick leave hours requested but not needed to complete a scheduled workweek or work period will remain in the employee's accrued sick leave balance.

Section 8. Sick Leave - Manner of Accrual

Each regular and probationary employee scheduled to work at least 1,000 hours during the calendar year will earn sick leave. Sick leave is accrued at the rate of .0462 per scheduled hour worked, 80 or 84 hours per pay period. Fire fighters receive the same accrual rate based on their scheduled hours 96 or 116.

Elected Officials serving in full time positions will be granted sick leave according to the following schedule:

Years of <u>Continuous Cabarrus County</u> Service	Hours Earned Bi-Weekly	Leave Earned Yearly
Less than 5 years	4 hours	104 hours
5 but less than 10 years	6 hours	156 hours
10 but less than 15 years	8 hours	208 hours
15 but less than 20 years	10 hours	260 hours
20 years or more	12 hours	312 hours

Sick leave credited to regular and probationary employees scheduled to work at least 1,000 hours during the calendar year but fewer hours than the basic work week shall be determined in accordance with the formula set forth in Section 14 of this Article.

Section 9. Advance Sick Leave

The County Manager may advance sick leave to an employee who has exhausted sick leave because of a major operation or illness. This advanced sick leave may not exceed 80 hours, except with the approval of the Board of Commissioners.

At the time of an employee's separation, any sick leave owed the County shall be deducted from the employee's final compensation or collected from him or her, if not available from his or her final compensation.

Section 10. Sick Leave - Maximum Accrual

There is no limit on the amount of sick leave that may be accrued.

Section 11. Sick Leave - Medical Documentation

The employee's supervisor or department head may require medical documentation concerning employee's physical capacity to resume duties for each occasion on which an employee uses sick leave to ensure that there is no abuse of sick leave privileges. Failure to provide required medical documentation is grounds for disciplinary action up to and including dismissal.

Section 12. Sick Leave - Retirement Credit for Accrued Sick Leave

One month of retirement credit is allowed for each 20 days and part thereof accrued in an employee's sick leave account at time of retirement to employees who are members of the North Carolina Local Governmental Employees' Retirement System or Law Enforcement Officers' Benefit and Retirement Fund.

Section 13. Sick Leave - Credit from Previous Employment

Employees hired after the effective date of this Ordinance and previously employed by a governmental entity in North Carolina will receive credit with Cabarrus County for up to 20 days' sick leave accrued at that entity. In extraordinary circumstances the County Manager may grant additional credit of transferable hours. Accrued sick leave over 20 days will be credited the pay period of separation from County employment. The employee must have been employed by the governmental entity immediately prior (within the last 90 days) to County employment and that entity must document the accrued sick leave amount and confirm that the employee was not reimbursed for any portion of the reported leave.

Section 14. Calculation of Vacation and Sick Leave for Part time Employees

Vacation leave and sick leave credited to regular and probationary employees scheduled to work at least 1,000 hours during the calendar year and having a work week with fewer hours than the basic work week,

shall be determined in accordance with the following formula:

- (a) The number of hours worked by such an employee in their normal work week shall be divided by the number of hours in the basic work week of a regular full time employee in a like or similar position.
- (b) The percentage obtained in (a) shall be used to obtain the prorated amount of leave earned.

Section 15. Family Medical Leave Act

Federal legislation made the Family and Medical Leave Act (FMLA) effective on August 5, 1993 and FMLA regulations were revised on January 16, 2009. A copy of the Department of Labor, Wage and Hour Division Publication 1420, Employee Rights and Responsibilities Under the Family and Medical Leave Act poster, is posted on Cabarrus County intranet.

In compliance with the FMLA, Cabarrus County provides up to 12 weeks of job protected leave or up to 26 weeks of military caregiver leave (unpaid if accrued paid leave time is not available) to employees if they have worked for the County for at least 12 months, normally within seven years, and for 1,250 hours over the previous 12 months.

(a) Eligible employees may use FMLA leave for the following events or conditions:

1. For the birth of a son or daughter or to care for the child after birth;
2. For placement of a son or daughter for adoption or foster care or to care for the child after placement;
3. To care for the employee's spouse, son, daughter or parent (but not a parent "in-law") with a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the job;
5. For qualifying exigency leave for families of members of any component of the Armed Forces when the covered military member (employee's spouse, son, daughter, or parent) is deployed or called to deploy with the Armed Forces to a foreign country; or
6. For military caregiver leave to care for an ill or injured servicemember to include certain veterans (employee's spouse, son, daughter, parent, or next of kin) with a serious illness or injury incurred or preexisting serious injury or illness aggravated in the line of duty while on active duty. Next of kin is defined as the closest blood relative of the injured servicemember.

The 12-month period for determining leave entitlement will be a rolling 12-month period. The 12 months immediately preceding the current leave request will determine the entitlement. Eligible employees are entitled to up to 12 weeks of unpaid FMLA leave less any leave used for a qualifying FMLA purpose during the preceding 12 months. Employees may not take more than 12 weeks unpaid/paid leave for a qualifying FMLA purpose in any 12-month period. An employee may be allowed additional accrued paid leave or leave without pay on recommendation of the department head and approval of the County Manager.

Military caregiver leave may extend up to 26 weeks in a single 12-month period beginning the date caregiver leave begins. FMLA leave already taken for other FMLA reasons is deducted from the 26 available weeks.

An FMLA covered absence runs concurrently with the use of available accrued leave and compensatory time for the FMLA absence. An FMLA covered absence also runs concurrently with a Workers' Compensation absence. Available accrued leave and compensatory time must be used for an FMLA absence prior to the use of approved leave without pay, except for a Workers' Compensation absence.

- (b) The use of paid leave for a purpose defined in the FMLA will qualify toward the time the County is required to make available to an employee eligible for leave under the Act. As in any leave situation, County employees will use all available paid leave time and compensatory time before being allowed to use unpaid leave. Employees may request the use of accrued available paid leave benefits, according to policy, even if it exceeds the 12-week maximum under the FMLA. If the available paid leave is not sufficient to cover the leave requested for a FMLA purpose, maximum 12 weeks in any 12-month period, the remaining leave is unpaid leave.
- (c) An employee is required to provide leave notice and certification; the leave may be denied or delayed if these requirements are not met:
 - 1. The employee should provide 30 days' advance notice when leave is "foreseeable". Otherwise, notice should be given as soon as practicable.
 - 2. The County requires certification to support a request for FMLA leave for a serious health condition, care of the employee's spouse, son, daughter or parent with a serious health condition, a qualifying exigency for military leave, or military caregiver leave. The County may require a second or third opinion (at the County's expense) for a serious health condition.
 - 3. An employee is required to give advance notice before returning to work and medical certification as to their fitness to return to work following a serious health condition absence.
- (d) The FMLA requires that employers continue to provide group health insurance benefits to an employee during any periods of leave permitted by the Act on the same basis as if the employee had continued in active employment during the leave. Employees will be required to pay their portion of the group insurance, the same as if they continued to work, to keep the benefit as described in Article IX, Sect 2.

If an employee chooses not to return to work from the FMLA leave he or she may be required to reimburse the County the amount it paid for the employee's health insurance premium during the leave period.

- (a) An employee on FMLA leave is prohibited from other employment during normal working hours.
- (b) FMLA leave runs concurrently with Workers Compensation.

Section 16. Extended Sick Leave

Employees should strive to build and preserve a sick leave balance of 480 hours to provide income coverage in the event of an extended medical illness requiring up to 12 weeks of FMLA time (see above section). For employees who have a remaining sick balance available after the exhaustion of FMLA, the County will allow usage of extended sick leave time for up to a maximum of 6 months or exhaustion of the sick bank for the employee's own serious health condition. This allows the employee to remain benefits eligible but does not provide an extension of job protection beyond the limits of FMLA.

When an employee is placed in Extended Medical Leave, the employee's position may be posted when approved by the HR Director. If the employee's position has been filled when the employee is released to return to work, the employee may apply for positions that are vacant at that time for which they are qualified. If selected, they will be returned to work at the first opportunity after meeting all required employment clearances.

If the employee does not return to work within 6 months of the extended medical leave, they will be separated from employment. They may reapply when medically cleared.

When the employee returns to work from an illness, they must present a physician's statement that they are able to return to work. Any restrictions placed on the employee must be included in the statement. The County will make reasonable accommodations as able.

Section 17. Leave Without Pay

When an employee will be absent from work and does not have sufficient accrued paid leave to cover the hours in their workweek, Leave Without Pay must be requested **before** the absence. The employee must have exhausted all forms of accrued paid leave which would have otherwise covered the requested leave time.

Approval of Leave Without Pay is an administrative decision and may be granted only in extraordinary situations with the approval of the Department Head (less than one full shift) and the County Manager (one full shift or greater than 8 hours).

The employee must request the need for leave prior to being absent from work. The supervisor will initiate the request and make estimates of time needed based on information known, then make a recommendation to approve or disapprove to the department head. If the department head approves the form, it is forwarded to the County Manager if more than one shift is required.

Prior to recommending, the employee's supervisor shall consider the occurrence of peak work load periods, employee's length of service and other factors relevant to the operations of the department. The supervisor shall also review the personal circumstances of the employee before recommending approval or denial of a leave without pay request.

If Leave Without Pay is denied and communicated to the employee and the employee does not report for work as scheduled, this will be considered a disciplinary incident subject to the County disciplinary process. Failure to report for duty at the expiration of an approved leave without pay event shall be considered a resignation.

If money is not available to cover benefit deductions, the employee will be responsible for making those payments to Finance, for example employee and dependent premiums for health, dental, etc.

Section 18. Furlough

In the event work becomes temporarily unavailable for a department or division within the County, a furlough or temporary leave without pay status may be utilized for an employee or group of employees. The decision to furlough must be authorized or approved by the appointing authority as must recall once work becomes available.

Factors that will be considered in a furlough / recall decision include employee's position, employment status (full time or part time), length of service and job performance. While these factors will be used, the decision of who to furlough is at the discretion of County Management.

Advance notice of furlough status is desirable but may not be possible due to the situation necessitating the furlough action. Where possible, advance notice will be given.

Employees in temporary (9104), contracted (9114), and seasonal staff (9117) may also experience reduction in hours during a business slow down or facility closure. As they are only scheduled on an as-needed basis, they are not considered furloughed when hours are reduced or unavailable.

Section 19. Workers' Compensation Absence

An employee absent from duty because of sickness or disability covered by the North Carolina Workers' Compensation Act may receive Workers' Compensation benefits.

The employee may elect to use accrued vacation and sick leave during the initial seven-day waiting period. If the waiting period becomes covered by Workers' Compensation, the portion of the leave used covered by

Workers' Compensation will be restored to accrued leave. Otherwise, the use of accrued leave to supplement Workers' Compensation is not permitted.

On return from a Workers' Compensation absence, an employee's salary will be computed on the basis of the last salary earned plus any increment or other salary increase to which the employee would have been entitled during the disability covered by Workers' Compensation. Employees on Workers' Compensation absence retain and continue to earn all leave credits during the period of disability. Leave credits are applied at the conclusion of the covered absence. In addition, the County shall continue its contribution to the employee's health insurance.

Temporary employees on Workers' Compensation Absence will be placed in a leave without pay status and will receive all benefits for which they may be adjudged eligible under the Workers' Compensation Act.

Section 20. Maternity Leave

Time taken away from work for maternity-related reasons shall be considered a qualified Family and Medical Leave event. If FMLA is available, up to 12 weeks of time will be allowed for medical and family care/bonding time. If FMLA is not available, time away from work will be limited to medical recovery period, generally 6 weeks or as indicated by the physician's certification.

At any stage of pregnancy, a supervisor or Department Head may request a doctor's certificate stating that the employee is still permitted and capable to perform all tasks and duties required by their position. If restrictions are required and the department cannot accommodate, they should contact HR/Risk Management for assistance.

Accrued leave and compensatory time is available for maternity reasons for the period of temporary disability in the same manner as for any other temporary disability. The attending physician shall indicate in writing the period during which the employee is physically unable to work.

Medical leave for up to a total of twelve weeks (FMLA if available) is available to the employee, before or after delivery. The employee may elect to use accrued vacation leave before going on sick leave, after accrued sick leave has been exhausted, and/or after the temporary disability has ended. If an employee is temporarily disabled as a result of a pregnancy related disability and has exhausted all available leave and compensatory time, that employee shall be eligible to receive leave without pay for personal disability under the provisions of Section 15 of this Article.

Reinstatement to the same position or one of like classification, seniority, and pay shall be made upon the employee's return to work if within approved time period.

Section 21. School Activity Leave

Employees who are parents, guardians, or foster parents of a school aged child may take up to four hours of vacation leave, compensatory time, or leave without pay (where vacation leave or compensatory time is not available) during a calendar year for attendance or involvement in school activities. This is covered under NC General Statute 95-28.3. The employee and his or her supervisor must mutually agree on the leave period; the employee must provide written notification to his or her supervisor at least 48 hours in advance of the leave period desired; and the employee may be required to provide verification of appropriate leave use.

Section 22. Military Leave

The County commends the dedication and self-sacrifice of the employee Guard and Reserve members to national defense. It recognizes the hardship experienced by these employees and their families for the public good.

Cabarrus County is committed to protecting the job rights of employees absent on military leave as required under Uniformed Services Employment and Reemployment Rights Act (USERRA). In accordance with federal and state law, it is the County's policy that no employee will be subjected to any form of discrimination on the basis of his or her membership in or duty to perform service for any of the Uniformed Services of the United States. No employee will be denied reemployment, promotion or other benefits or employment on the basis of such membership. Furthermore, no employee will be subjected to retaliation or adverse employment action because of his/her rights exercised under this policy.

Employees who are members of the National Guard or Armed Forces Reserve will be allowed 120 hours of military leave per calendar year for military training and/or activation. The employee shall receive his or her base salary during this leave. The employee must provide a copy of their duty orders. If military duty is required beyond the available military leave, the employee may take accrued vacation leave, compensatory time, or leave without pay. Military leave must be exhausted before Leave Without Pay (LWOP) will be granted.

Section 23. Civil Leave (Jury Duty)

A regular County employee called for jury duty, or as court witness for the federal or State governments or a subdivision thereof, shall receive leave with pay for such duty during the required absence without charge to accumulated vacation or sick leave. Civil leave outside Cabarrus County is limited to five days unless approved by the County Manager.

An employee may keep fees and travel allowances received for jury or witness duty in addition to regular compensation, except that employees must turn over to the County any witness fees or travel allowances awarded by the court for court appearances in connection with official duties. While on civil leave, benefits and leave shall accrue as though on regular duty.

Time spent in work related legal proceedings by employees acting within the official scope and capacity of their employment is considered time worked.

Employees may use accrued leave for non-work related legal proceedings that do not qualify for paid civil leave including non-government subpoenas for testimony.

Section 24. Educational Leave

Educational leave is a mutually beneficial learning opportunity agreed upon by the employee and the employer. Educational Leave provides the opportunity for employees to enhance their knowledge, skills and abilities in areas identified by the department as critical to existing or future needs.

An educational leave of absence, with or without pay, may be granted to a regular full time employee as recommended by the Department Head and approved by the County Manager.

See Article III, Section 15 on Job Related Training and Certifications.

Employees who are eligible for the Sheriff's Educational Incentive Program, Article III, Section 13, are not eligible for educational leave with pay.

Section 25. Volunteer Service Leave

County Management recognizes the Board's commitment to volunteer activities which support the quality of education of children; enhance the community's quality of life through community support agencies.

County employees will receive up to 12 hours of County paid time off per calendar year for qualifying

volunteer activities. Time must be during the employee's regularly scheduled workweek. Examples of qualifying events include school events such as tutoring, guest lecturer, EOG and exam proctoring, mentoring unrelated to the employee's child/ren, Special Olympics, Habitat for Humanity, Boys and Girls Club, etc.

An employee's job responsibilities take precedence over volunteer activities. Prior approval by the employee's supervisor is required for time away from work.

Section 26. Disaster Response Leave

Employees directed to participate as part of required job duties will be considered on-the-job and will be paid the same salary as working for the County. Pay from other sources must be turned over to the County.

Employees may volunteer on an individual basis for disaster relief operations. These employees must use accrued leave and are subject to the usual supervisory approval based on business needs and job performance.

Article VII. Separation, Disciplinary Actions, and Suspensions

Section 1. Separation from Employment

Separation occurs when an employee leaves the payroll for reasons indicated below. Employees who have acquired regular employment status will not be subject to involuntary separation or suspension except for cause or reduction-in-force.

- (a) **Resignation or Retirement.** An employee may terminate his or her services with the County by submitting a written resignation or request for retirement to the department head (or in the case of department heads to the County Manager). It is expected that an employee will give at least two weeks (four weeks for department heads) notice prior to the separation date for resignation, for retirement the County requests additional notice to allow time for position posting and knowledge transfer.
- (b) **Dismissal.** Dismissal is involuntary separation for cause, and shall be made in accordance with the provisions of Section 5 of this Article, except for those employees identified in Article I. 2(b). Dismissal may be due to unsatisfactory job performance, grossly inefficient job performance and/or unacceptable personal conduct.
- (c) **Separation During Probation.** An employee may be dismissed at any time during the probationary period for failure in performance of duties or failure in personal conduct. Separation during the probationary period creates no right of grievance or appeal pursuant to Article VIII of this Ordinance.
- (d) **Reduction in Force.** For reasons of curtailment of work, reorganization, or lack of funds the appointing authority may separate employees. Retention of employees in classes affected shall be based on systematic consideration of position, employment status, length of service, and job performance. No regular employee shall be separated while there are emergency, intermittent, temporary, probationary, or trainee employees in their first six months of the trainee progression serving in the same or related class, unless the regular employee is not willing to transfer to the position held by the non-regular employee, or the regular employee does not have the knowledge and skills required to perform the work of the alternate position within a reasonable period of orientation and training given any new employee. Employees laid off because of a reduction in force shall be given at least 30 calendar days' notice. Should a severance package be provided notice is not required.
- (e) **Voluntary Resignation Without Notice.** An employee voluntarily terminates employment by failing to report to work without giving written or verbal notice to the employing department and is absent without approved leave one scheduled workday. Separation pursuant to this policy should not occur until the employing department has undertaken reasonable efforts to indicate that the employee was able to give or have someone else give notice during the period absent. This provision also applies when the employee is absent for one scheduled workday, has been verbally or in writing instructed of a specific manner of reporting an absence by management, and does not report to the appropriate supervisory personnel on a regular basis satisfactory to the employing department.

Such terminations are voluntary resignations from employment and create no right of grievance or appeal pursuant to Article VIII of this Ordinance.

- (f) **Separation Due to Unavailability When Leave is Exhausted.** An employee may be separated on the basis of unavailability when the employee becomes or remains unavailable for work after applicable leave has been exhausted and leave without pay has not been granted for reasons deemed sufficient by the employing department. Such reasons include but are not limited to, lack of suitable temporary assistance, criticality of the position, budgetary constraints, etc. Such a separation is an involuntary separation, not a disciplinary dismissal, and may be grieved or appealed.

- (g) **Unable to Perform the Essential Functions of the Position.** An employee may be separated for inability to perform the essential functions of his or her position because of physical or mental impairment. Action may be initiated by the employee or the County, and supported by medical evidence certified by a licensed medical physician. The County may require an examination at its expense and performed by a licensed medical physician of its choice. Before an employee is separated for inability to perform the essential functions of his or her position, a reasonable effort shall be made to accommodate the employee in his or her current position or locate an alternate position within the County for which the employee may be suited.
- (h) **Death.** The date of death shall be recorded as the employment separation date for the deceased employee. All compensation due in accordance with this Ordinance will be paid to the estate of the deceased employee. This includes earned but unpaid salary and payment for accumulated vacation leave up to the designated maximum.

Section 2. Disciplinary Actions

- (a) **Discipline.** While it is desirable that all employees strive to achieve the highest level of success in their jobs, it is the responsibility of each employee to maintain at least an acceptable level of job performance and conduct.

When employee performance and/or conduct falls below acceptable standards supervisors should address deficiencies at the time they are observed.

Disciplinary action may occur when the unacceptable performance/conduct is at a level of severity or frequency to be deemed inappropriate to the best interests of the County. While progressive discipline should be used in most situations with the employee given warning with time to correct the unacceptable behavior prior to disciplinary action, the severity of an individual situation may preclude such a warning.

Discipline may include official reprimand, written warning, disciplinary suspension without pay, reassignment, demotion, or dismissal.

- (b) **Disciplinary Procedures.** The disciplinary process includes written warnings, disciplinary suspension (Section 3), nondisciplinary suspension for investigative purposes (Section 4), reassignment, demotion, and dismissal.

While the disciplinary procedures outlined are to be followed whenever possible, they are not to be construed as a limitation on the County's right to take any form of disciplinary action, including dismissal, when deemed appropriate.

1. First written warning. Such action shall commence from the immediate supervisor, intermediate supervisor or department head and should include:
 - a. That it is a part of the County disciplinary process;
 - b. A detailed list of deficiencies/issues including specific examples which constitute evidence of same;
 - c. A review of the impact of the employee's failure;
 - d. Corrective action expected with time frames (if applicable);
 - e. Consequences of failure to take corrective action;
 - f. Reference to other disciplinary actions (if applicable); and
 - g. Employee's grievance rights.

A copy of the warning and any subsequent warnings are forwarded to the Human Resources Department for inclusion in the employee's personnel file. All disciplinary warnings become inactive after 18 months unless extended in writing or if a following warning or disciplinary action takes place during the 18-

month period. Disciplinary warnings remain in the employee's personnel file.

2. Second written warning. This action is the same as above but with a statement that any additional unacceptable behavior may subject the employee to disciplinary action up to and including dismissal from employment with Cabarrus County.
3. Pre-discipline conference. If unacceptable behavior continues after the two written warnings, the employee should be given written notice of a pre-discipline conference. The conference should take place as outlined in Section 5 of this Article.
4. Action resulting from the pre-discipline conference with the appropriate documentation. This may include a final written warning, suspension without pay, demotion, or dismissal or lesser action as appropriate.

Section 3. Disciplinary Suspension

A regular employee who is suspended for disciplinary reasons shall be temporarily relieved of all duties and responsibilities and shall receive no compensation, including pay for accumulated vacation leave, for the period of suspension. Such disciplinary suspension shall be for no less than two work days or shifts, but no more than four full work weeks. The supervisor or department head taking such action must furnish the employee a written statement stating the specific acts or omissions that are the reasons for the suspension and the employee's appeal rights; one copy shall be given to the employee, and one copy shall be placed in the employee's personnel file.

Such a suspension by the department head may occur immediately and without notice in order to avoid undue disruption of work, to protect the safety of persons or property, or for other serious reasons. When a department head suspends an employee, he or she shall tell the employee to leave County property at once and remain away for the specified time. The department head shall immediately notify the Human Resources Director. Additional disciplinary action may be taken in such cases if deemed appropriate.

Section 4. Non-disciplinary Suspension for Investigatory Purposes

Investigatory suspension may be used to provide time to investigate, establish facts and reach a decision concerning a regular employee's status in those cases in which it is determined the employee should not continue to work during the investigation or pending a decision. Investigatory suspension may be appropriately used to provide time to schedule and hold a pre-discipline conference. Also, management may elect to use an investigatory suspension in order to avoid undue disruption of work or to protect the safety of persons or property. An employee suspended for nondisciplinary or investigatory reasons shall be notified in writing of the reasons for the suspension and the appeal rights available to the employee; one copy shall be given to the employee, and one copy shall be placed in the employee's personnel file.

An investigatory suspension usually should not exceed 45 calendar days. However, a department head may, with County Manager approval, extend the period of investigatory suspension without pay beyond the 45-day limit. The employee must be informed in writing of the extension, the length of the extension and the specific reasons for the extension. A copy of the above communication shall be sent to the Human Resources Director. If no action has been taken by management by the end of 45 calendar days, and no extension has been made, one of the following must occur: return the employee to active work status with full back pay and benefits or take appropriate disciplinary or other action based on the results of the investigation and/or a pre-discipline conference. If investigatory suspension is used for resolution of a civil or criminal court matter involving the employee this is not a guarantee that the position will be held.

An investigatory suspension will be without pay, but the employee may use accumulated compensatory time and/or vacation leave to receive compensation during this period. If no disciplinary or other action is taken based on the results of the investigation, the employee will be returned to active work status with full back pay and benefits.

Section 5. Pre-discipline Conference

- (a) Before a regular employee may be subjected to any adverse action (disciplinary suspension without pay, reassignment, demotion or dismissal), other than as noted in (b) below the following shall occur:
1. The supervisor recommending disciplinary action should discuss the recommendation with and receive the approval of the department head, with notice to the Human Resources Director, to schedule a conference.
 2. A pre-discipline conference shall be held between management representatives and the employee. No attorneys or other such representatives for either party need be present at this conference; a witness or security personnel may be present if management deems necessary. The Human Resources Director or designee shall attend to monitor the pre-discipline conference process. A management representative (usually the employee's supervisor) shall present the employee and the pre-disciplinary conference decision maker (usually the department head) with written and specific reasons for the proposed disciplinary action and a brief summary of the information that supports it. The employee shall have a right to respond to the written notice of proposed action in the conference.
 3. After the end of the conference, the management representative responsible for the final decision on the proposed action should review and reflect on the information provided in the conference, and render a decision no sooner than the next day and no later than five working days. If the management representative determines that a disciplinary action is justified, he/she shall present the employee with a letter notifying the employee of the action. However, the management representative may elect to defer the action, reconsider the entire issue, or initiate a disciplinary action less severe than recommended. If, following deferral or reconsideration, the decision is to take the proposed action, then no further conference is required.
 4. The employee must be given written notice of any disciplinary action. The management representative responsible for the final decision shall issue the written notice to include the specific acts or omissions that are the basis of the action and the employee's right of appeal.
- (b) A pre-discipline conference shall not be held under the following circumstances:
1. When having a conference would be inconsistent with Section 3 of this Article where there is immediate suspension for cause related to personal conduct in order to avoid undue disruption at work, to protect the safety of persons or property, or for other serious reasons.
 2. When the employee is physically unable to attend a conference.
 3. When the employee waives the conference either through expressed intent or implied actions.
 4. When to conduct a conference would otherwise not be practical.
- (c) When a conference is not held as set forth under (b) above, the management representative responsible for the final decision on the proposed action should review and reflect on all information available, and render a decision no sooner than the day following the decision not to conduct the conference and no later than five working days from the decision not to conduct the conference is made. If the management representative determines that a disciplinary action is justified, he or she shall present the employee with a letter notifying the employee of the action. However, the management representative may elect to refer the action, reconsider the entire issue, or initiate a disciplinary action less severe than recommended.

The employee must be given written notice of any disciplinary action. The management representative responsible for the final decision shall issue the written notice to include the specific acts or omissions that

are the basis of the action and the employee's right of appeal.

Section 6. Employee Grievance or Appeal

Any employee wishing to grieve or appeal a disciplinary action may present the matter in accordance with the provisions of the grievance procedure or adverse action appeal prescribed in Article VIII of this ordinance.

Article VIII. Grievance Procedure, Discrimination, and Adverse Action Appeal

Section 1. Grievance Procedure and Adverse Action Appeal Policy

In order to maintain a harmonious and cooperative relationship between the County and its employees, it is the policy of the County to provide for the settlement of problems and differences through an orderly grievance procedure. Every regular employee shall have the right to present his or her problem, grievance or adverse action appeal in accordance with established policy free from interference, coercion, restraint, discrimination, or reprisal.

It is the responsibility of supervisors at all levels, consistent with the authority delegated to them, to consider and take appropriate action promptly and fairly on a grievance or adverse action appeal of any employee.

In adopting this policy, the County sets forth the following objectives to be attained in this program:

- Assure employees of a way in which they can get their problems or complaints considered rapidly, fairly, and without fear of reprisal.
- Encourage the employee to express how the conditions of work affect him or her as an employee.
- Have better employee understanding of policies, practices, and procedures which affect them.
- Provide employees with assurance that actions are taken in accordance with policies.
- Provide a check on how policies are carried out by supervisors.
- Give supervisors a greater sense of responsibility in their dealings with employees.

Section 2. Grievance and Adverse Action - Definitions

Grievance. A claim or complaint based upon an event or condition which affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions. A grievance might involve alleged safety or health hazards, unsatisfactory physical facilities, surroundings, materials or equipment, unfair or discriminatory supervisory or disciplinary practices, unjust treatment by fellow workers, unreasonable work quotas, or any other grievance relating to conditions of employment.

Adverse Action. A suspension, demotion, dismissal, reduction in pay, involuntary transfer or lay off.

Section 3. Grievance and Adverse Action Appeal Procedure - Non-Discrimination

A regular County employee having a problem or grievance arising out of or due to his or her employment and who does not allege discrimination because of his age, color, disability, genetic information, national origin, political affiliation, race, religion, or sex (including sexual orientation or transgender status) shall first discuss the problem or grievance with his or her supervisor. If the issue is not resolved, the employee should then follow the grievance and adverse action appeal procedure established by the County. The number of steps in this procedure will vary from a minimum of one to a maximum of three, depending upon:

1. The number of supervisory levels in the department.
Example: In a department in which the only supervisor is the department head, the procedure would start at Step Two.
2. At what supervisory level was the decision made/action taken that the employee is grieving.
Example: If the department head has made the decision that is being grieved, then the

procedure should be initiated at Step Two and move upward.

3. Where the employee is a supervisor.

Examples:

- a. If the employee reports directly to the department head, the procedure would begin at Step Two.
- b. If the department head is the grieving party, the process would start (and end) at Step Three.

If an employee has any question as to which step of the procedure he or she should initiate his or her grievance or adverse action appeal, he or she should contact the Human Resources Department for direction.

Step One: The employee with a grievance or adverse action appeal shall present the matter in writing to his or her immediate supervisor within 15 calendar days of its occurrence or within 15 calendar days of the time the employee learns of its occurrence, with the objective of resolving the matter informally. In the case of an unlawful workplace harassment grievance involving the employee's supervisor, the employee may skip step one of the grievance procedure. If the supervisor presented the discipline in question this step may also be skipped. The supervisor should be and is encouraged to consult with any employee or officer deemed necessary to reach a correct, impartial, and equitable determination and shall give the employee an answer in writing as soon as possible, but within 10 calendar days.

Step Two: If the decision in Step One is not satisfactory to the employee, or if he or she fails to receive an answer within the designated period provided in Step One, the employee may file the grievance or adverse action appeal in writing within 10 calendar days with the department head, who shall hear the grievance or adverse action appeal and then render a decision in writing within a maximum of 10 calendar days of the meeting.

Step Three: If the decision is not satisfactory to a general County employee in Step Two, or if he or she fails to receive an answer within the designated period provided in Step Two, the employee may file the grievance or adverse action appeal with the County Manager. The appeal must be made in writing within 10 calendar days following the decision reached in Step Two. The County Manager or his designee shall hear the grievance or adverse action appeal and then render a decision in writing within 10 calendar days of the meeting. The Manager's decision shall be final regarding the grievance or adverse action appeal.

Section 4. Grievance and Adverse Action Appeal Procedure - Discrimination

Any applicant for County employment, County employee or former County employee who believes that employment, promotion, training or transfer was denied him or her or that demotion, lay off, or termination of employment was forced upon him or her because of his or her age, color, disability, genetic information, national origin, political affiliation, race, religion, or sex, except where specific age, sex, or physical requirements constitute a bona fide occupational qualification necessary for proper and efficient administration, shall have the right to appeal directly to the Human Resources Director or County Manager. An employee also has the right to appeal using the grievance procedure outlined in Section 3 of this Article. An employee or applicant must appeal an alleged act of discrimination within 30 calendar days after becoming aware of the alleged act or the date he or she should have become aware of it.

Section 5. Protection of Complainants, Employees, Witnesses, and Representatives from Interference, Harassment, Intimidation, and Reprisal

Each employee shall be free from any and all restraint, interference, coercion, or reprisal on the part of

County employees and/or other persons when making any complaint or appeal, in serving as representative of an appellant, in appearing as a witness, or in seeking information in accordance with these procedures. The above principles apply with equal force after a complaint has been resolved. Should these principles be violated, the facts shall be brought to the attention of the Human Resources Director or County Manager by the appellant, the appellant's representative or the person affected so that the appropriate remedial action may be taken.

Section 6. Back Pay Awards

Back pay and benefits may be awarded to reinstated employees in suspension, demotion, dismissal, and discrimination cases.

Article IX. Employee Benefits

Section 1. North Carolina Government Employees' Retirement System

The County participates in the North Carolina Local Governmental Employees' Retirement System. All regular full time and regular part time employees scheduled to work 1,000 or more hours per year become members of the NCLGERS and eligible for the benefits provided from the first day of employment.

Section 2. Health Care and Insurance Benefits

Cabarrus County provides basic group health and life insurance benefit plans for:

1. Current full time employees with coverage beginning the first day of the month after a full month of employment and ending on the last day of the month when separation occurs.
2. Eligibility for retiree health requires that an employee be classified as full time (9101) for at least their final 12 months of employment and enrolled in the County health insurance plan at the time of retirement from Cabarrus County. Retirement is considered a qualifying event and will provide an opportunity to opt in for health insurance if all other qualifiers are met.
3. Retirees from County service under the North Carolina Local Governmental Employees' Retirement System hired July 1, 1997 or after and those who opted for retirement health care coverage at that time (employees subject to the requirements listed under Schedule A of Article VI, Section 5 of this ordinance) may continue or decline coverage from their last employment date until they become eligible for Medicare (or reach the age when they would have had such benefits if they had been qualified for Social Security). This decision should be made prior to retirement, but no later than 60 days after retirement from the County.
4. Retirees from County service under the North Carolina Local Governmental Employees' Retirement System who declined retirement health care coverage July 1, 1997 (employees subject to the requirements listed under Schedule B of Article VI, Section 5 while actively employed with the County) may only purchase health care coverage for themselves and their eligible dependents to the extent mandated by the Consolidated Omnibus Budget Reconciliation Act (COBRA). Life insurance is not provided by the County; however, coverage may be converted to a private plan at separation. Election of dependent coverage must happen at the time of separation from employment. Retirees will not be able to add dependents at a later time.
5. Employees and retirees may be required to participate in paying premiums for basic group health care and life insurance plans.
6. Current full time employees may purchase dependent health care coverage through a County group plan. Changes in the number of dependents covered may only occur at an annual open enrollment or when there is a qualifying event, as defined for Internal Revenue Service Code Section 125 purposes. Retirees covered under item 2 above may also purchase dependent health care coverage through a County group plan. Changes in the number of dependents covered may only occur at the time of initial retirement set up.
7. Retirees and their dependents with health care coverage are required to notify the County when they become Medicare eligible.
8. Premium payments required for employee, retiree, and/or dependent health plan benefit coverage must be made to the County by the 25th day of the month prior to the month for which coverage is needed. If an employee is on paid leave, premium payments must be paid by the method normally used. If the required premium payment is more than 30 days late, the health plan benefit coverage

will terminate retroactively to the first day of the month for which the premium payment was due. Termination of coverage may occur without notice and results in ineligibility for reinstatement of coverage, except as may be required by law.

Optional health, life, and other group insurance programs are available through payroll deduction for full time employees as voluntary benefits. The maintenance of voluntary benefits is the responsibility of the employee and includes making arrangements for premium payments during periods of unpaid leave. Termination of coverage may occur without notice and results in ineligibility for reinstatement of coverage, except as may be required by law. Optional or supplemental County sponsored health and life insurance programs are not available to retirees.

Section 3. Retiree Health Benefits

County health and life insurance coverage (\$20,000) will be provided to employees retiring from Cabarrus County, qualifying for retirement as a member of the North Carolina Local Government Employees' Retirement System (NCLGERS) AND who have retained the option to receive retiree health and life insurance benefits through Cabarrus County.

Employee eligibility is excluded by any of the following: 1) Declining one-time offer of coverage at the time of retirement, 2) conviction of or entering into a plea of no contest to a criminal act causing financial injury to Cabarrus County, 3) not serving the last five years prior to retirement with Cabarrus County or 4) becoming eligible for Medicare.

Other conditions:

- Retiree premiums will be paid at the current actuarial premium rate and will be provided to the retired employee until they become eligible for Medicare (or reach the age where such benefits are available based on Social Security qualifications). The retiree is required to notify the County when they become Medicare eligible.
- Employee must be actively enrolled in the Cabarrus County health insurance plan at the time of retirement from NCLGERS.
- If an employee retires with this benefit and is later rehired or employed with another jurisdiction that participates in NCLGERS and offers health insurance (and the employee is eligible for retirement benefits), then the retiree health insurance benefits provided by Cabarrus County will be terminated.
- Retirees will be subject to any cost sharing required of current employees.
- 100% premium group are eligible for 100% of discounts offered to employees.
- 50% premium equals the current actuarial premium rate for the retiree health insurance plan and this group will be limited to 50% of any discounts offered employees.
- Premiums amounts are subject to change.
- Premium payments required for retiree and/or dependent health plan benefit coverage must be made to the County by the 25th day of the month prior to the month for which coverage is needed. If the required premium payment is more than 30 days late, the health plan benefit coverage will terminate retroactively to the first day of the month for which the premium payment was due. Termination of coverage may occur without notice and results in ineligibility for reinstatement of coverage, except as may be required by law.

The following information and table indicates the required years of service to receive County paid health insurance premiums based on employee's most recent hire/rehire date:

New Hires/Rehires effective November 1, 2016 and thereafter:

- Qualify for 100% premium coverage with 25 or more years of creditable service to Cabarrus County.

- Qualify for 50% premium (calculated at the current actuarial premium rate) with more than 15 years of creditable service to Cabarrus County.

Hires/Rehires between November 1, 2003 and October 31, 2016:

- Qualify for 100% premium coverage with 25 or more years of creditable service to Cabarrus County.
- Qualify for 50% premium (calculated at the current actuarial premium rate) with more than 10 years of creditable service to Cabarrus County.

Hires/Rehires between July 1, 1997 and October 31, 2003:

- Qualify for 100% premium coverage with 10 or more years of creditable service to Cabarrus County.
- Employees hired between these dates and whom have continuous employment with the County until the date of their retirement from Cabarrus County will be vested to receive “County paid health plan and life insurance coverage”.

Hired Prior to July 1, 1997:

- If conditions above are all met to retain eligibility, employees agreeing to move to Vacation Schedule A (signed the acceptance agreement), will qualify for 100% premium coverage.
- Employees declining vacation modification (signed the declination agreement) remained on Vacation Schedule B and are not eligible for retiree health insurance.

Retirees must meet all eligibility requirements including last 5 years as County employee.

Hire/Rehire Date	Eligible for 100%	Eligible for 50%
Prior to 7/1/97	Signed acceptance agreement for reduced vacation	
Prior to 7/1/97 – “second chance agreement”	Not eligible – signed original declination agreement for reduced vacation	If still employed as of 7/1/21 AND sign new vacation reduction agreement effective 9/1/21 or prior and follow all other terms as outlined in agreement.
7/1/97-10/31/03*	10 years	N/A
11/1/03 – 10/31/16	25 years	10 years
11/1/16 or after	25 years	15 years

*If employees leave and return, they will restart under the current guidelines; this option above will end.

Section 4. Wellness Benefits

Cabarrus County will support a healthy and safe work environment through workplace health promotion programs, policies, and practices that will value, enhance and protect the health and wellbeing of all employees.

Section 5. Workers’ Compensation

The County provides Workers’ Compensation for all employees effective the first day of employment.

Section 6. Special Separation Allowance

(a) NCGS § 143-166.42 requires the County to provide a special separation allowance to all regular full time sworn law enforcement employees who are members of the North Carolina Local Governmental Employees’ Retirement System who retire and meet the following qualifications:

1. Have completed thirty years or more of creditable service, or have attained 55 years of age and

- completed five or more years of creditable service; and
 2. Not have attained 62 years of age; and
 3. Have completed at least five years of continuous service as a law enforcement officer immediately preceding a service retirement. Any break in continuous service required by this subsection because of disability retirement or disability salary continuation benefits shall not adversely affect a qualification to receive the allowance, provided the employee returns to service within 45 days after the disability benefits cease and is otherwise qualified to receive the allowance.
- (b) As used in this section, "creditable service" means service for which credit is allowed under the retirement system of which the employee is a member, provided that at least 50% of the service is as a law enforcement officer.
- (c) The special separation allowance ceases at the first to occur of:
1. Death of the employee;
 2. The last day of the month in which the employee becomes 62 year of age, or
 3. The first day of re-employment by a local government employer in any capacity. Notwithstanding, a local government may employ retired officers in a public safety position in a capacity not requiring participation in the Local Government Employees' Retirement System. A retiree receiving a County special separation allowance re-employed in this manner is required to notify Cabarrus County at the start of the new employment.

Section 7. Supplemental Retirement Income

The County provides an automatic 5% of compensation contribution to the Supplemental Retirement Income Plan of North Carolina [401(k)] for all regular full time and regular part time employees scheduled to work 1,000 or more hours per year that are participating members of the North Carolina Local Governmental Employees' Retirement System or Law Enforcement Officers' Retirement System.

Article X. Personnel Records and Reports

Section 1. Personnel Records Maintenance

Such personnel records as are necessary for the proper administration of the personnel system will be maintained by the Human Resources Director. The County shall maintain in personnel records only information that is relevant to accomplishing personnel administration purposes.

The following information on each County employee shall be maintained:

1. Name;
2. Age;
3. Date of original employment or appointment to County service;
4. The terms of any written or oral employment contract in the County's possession;
5. Current position;
6. Title;
7. Current salary;
8. Date and amount of each increase or decrease in salary;
9. Date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification;
10. Date and general description of the reasons for each promotion;
11. Date and type of each dismissal, suspension, or demotion for disciplinary reasons. If the disciplinary action was a dismissal, a copy of the written notice of the final decision that includes the specific acts or omissions that are the basis of the dismissal.
12. Office to which the employee is currently assigned.

The term "salary" includes pay, benefits, incentives, bonuses, and deferred and all other forms of compensation.

Section 2. Access to Personnel Records

As required by NCGS § 153A-98, any person may have access to the information listed in Section 1 of this Article for the purpose of inspection, examination, and copying, during regular business hours, subject only to such rules and regulations for the safekeeping of public records as the Board of Commissioners may adopt. Access to such information shall be governed by the following provisions:

- (a) Upon request, records of disclosure shall be made available to the employee to whom it pertains.
- (b) An individual examining a personnel record may copy the information; available photocopying facilities may be provided and the cost may be assessed to the individual.
- (c) Any person denied access to this information may apply to the appropriate division of the General Court of Justice for an order compelling disclosure.

Section 3. Confidential Information

All information contained in a County employee's personnel file, other than the information listed in Section 1 of this Article, will be maintained as confidential in accordance with the requirement of NCGS § 153A-98 and shall be open to public inspection only in the following instances:

- (a) The employee or his or her duly authorized agent may examine all portions of his or her personnel file, except letters of reference solicited prior to employment and information concerning a medical disability, mental or physical, that a prudent physician would not divulge to his patient.

- (b) A licensed physician designated in writing by the employee may examine the employee's medical record.
- (c) A County employee having supervisory authority over the employee may examine all material in the employee's personnel file.
- (d) The County Human Resources Director and County Attorney may examine all portions of an employee's personnel file.
- (e) By order of a court of competent jurisdiction, any person may examine all material in the employee's personnel file.
- (f) An official of an agency of the State or federal government, or any political subdivision of the State, may inspect any portion of a personnel file when such information is deemed by the County Manager to be necessary and essential to a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee or for the purpose of assisting in an investigation of the employee's tax liability.
- (g) Each individual requesting access to confidential information will be required to submit satisfactory proof of identity.

Section 4. Records of Former Employees

The provisions for access to records apply to former employees as they apply to present employees.

Section 5. Remedies of Employees Objecting to Material in File

Employees who object to material in their personnel file may have a statement relating to the material considered inaccurate or misleading placed in the file. The employee may seek the removal of such material in accordance with established grievance procedures.

Section 6. Penalty for Permitting Access to Confidential File by Unauthorized Person

NCGS § 153A-98 provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor and upon conviction shall be fined in an amount not to exceed \$500.00.

Section 7. Penalty for Examining or Copying Confidential Material Without Authorization

NCGS § 153A-98 provides that any person, not specifically authorized to have access to a personnel file designated as confidential, who shall knowingly and willfully examine in its official filing place, remove or copy any portion of a confidential personnel file shall be guilty of a misdemeanor and upon conviction shall be fined in the discretion of the court but not in excess of \$500.00.

Section 8. Destruction of Records Regulated

No public official may destroy, sell, loan, or otherwise dispose of any public record, except in accordance with NCGS § 121-5, without the consent of the State Department of Cultural Resources. Whoever unlawfully removes a public record from the office where it is usually kept, or whoever alters, defaces, mutilates or destroys it will be guilty of a misdemeanor and upon conviction will be fined not less than \$10.00 nor more than \$500.00 as provided in NCGS § 132-3.

Article XI. Implementation

Section 1. Conflicting Policies

All policies, ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed. This document replaces the existing Personnel Ordinance and Revisions.

Section 2. Severability

If any provision of this ordinance, or any rule, regulation or order thereunder of the application of such provision to any person or circumstances is held invalid, the remainder of this ordinance and the application of the remaining provisions, rules, regulations or orders to persons or circumstances other than those held invalid will not be affected thereby.

Section 3. Violations of Provisions

An employee violating any of the provisions of this ordinance shall be subject to disciplinary action up to and including dismissal and to any applicable civil or criminal penalty.

Section 4. Effective Date

This Personnel Ordinance is effective as adopted by the Cabarrus County Board of County Commissioners at a meeting on September 18, 2017. This Ordinance when effective supersedes all prior Personnel Ordinances.

Cabarrus Table Salary Range

	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	0%	0%	35%	35%	50%	50%	100%	100%
Grade	Min	Min	Hire Rate	Hire Rate	Mid	Mid	Max	Max
1	\$20,904.00	\$10.05	\$25,001.60	\$12.02	\$26,748.80	\$12.86	\$32,593.60	\$15.67
2	\$21,923.20	\$10.54	\$26,166.40	\$12.58	\$28,017.60	\$13.47	\$34,070.40	\$16.38
3	\$23,046.40	\$11.08	\$27,539.20	\$13.24	\$29,473.60	\$14.17	\$35,859.20	\$17.24
4	\$24,190.40	\$11.63	\$28,912.00	\$13.90	\$30,950.40	\$14.88	\$37,668.80	\$18.11
5	\$25,396.80	\$12.21	\$30,368.00	\$14.60	\$32,489.60	\$15.62	\$39,603.20	\$19.04
6	\$26,686.40	\$12.83	\$31,886.40	\$15.33	\$34,091.20	\$16.39	\$41,537.60	\$19.97
7	\$28,017.60	\$13.47	\$33,488.00	\$16.10	\$35,838.40	\$17.23	\$43,638.40	\$20.98
8	\$29,369.60	\$14.12	\$35,152.00	\$16.90	\$37,606.40	\$18.08	\$45,864.00	\$22.05
9	\$30,867.20	\$14.84	\$36,878.40	\$17.73	\$39,478.40	\$18.98	\$48,068.80	\$23.11
10	\$32,406.40	\$15.58	\$38,729.60	\$18.62	\$41,454.40	\$19.93	\$50,460.80	\$24.26
11	\$34,028.80	\$16.36	\$40,705.60	\$19.57	\$43,576.00	\$20.95	\$53,081.60	\$25.52
12	\$35,734.40	\$17.18	\$42,702.40	\$20.53	\$45,697.60	\$21.97	\$55,619.20	\$26.74
13	\$37,481.60	\$18.02	\$44,824.00	\$21.55	\$47,985.60	\$23.07	\$58,468.80	\$28.11
14	\$39,395.20	\$18.94	\$47,091.20	\$22.64	\$50,398.40	\$24.23	\$61,401.60	\$29.52
15	\$41,350.40	\$19.88	\$49,400.00	\$23.75	\$52,852.80	\$25.41	\$64,376.00	\$30.95
16	\$43,430.40	\$20.88	\$51,916.80	\$24.96	\$55,556.80	\$26.71	\$67,683.20	\$32.54
17	\$45,635.20	\$21.94	\$54,516.80	\$26.21	\$58,323.20	\$28.04	\$71,032.00	\$34.15
18	\$47,881.60	\$23.02	\$57,241.60	\$27.52	\$61,256.00	\$29.45	\$74,630.40	\$35.88
19	\$50,294.40	\$24.18	\$60,112.00	\$28.90	\$64,334.40	\$30.93	\$78,332.80	\$37.66
20	\$52,769.60	\$25.37	\$63,086.40	\$30.33	\$67,496.00	\$32.45	\$82,222.40	\$39.53
21	\$55,411.20	\$26.64	\$66,268.80	\$31.86	\$70,928.00	\$34.10	\$86,424.00	\$41.55
22	\$58,198.40	\$27.98	\$69,576.00	\$33.45	\$74,443.20	\$35.79	\$90,688.00	\$43.60
23	\$61,110.40	\$29.38	\$73,049.60	\$35.12	\$78,145.60	\$37.57	\$95,222.40	\$45.78
24	\$64,168.00	\$30.85	\$76,731.20	\$36.89	\$82,118.40	\$39.48	\$100,048.00	\$48.10
25	\$67,350.40	\$32.38	\$80,516.80	\$38.71	\$86,174.40	\$41.43	\$104,977.60	\$50.47
26	\$70,720.00	\$34.00	\$84,552.00	\$40.65	\$90,500.80	\$43.51	\$110,240.00	\$53.00
27	\$74,256.00	\$35.70	\$88,774.40	\$42.68	\$95,014.40	\$45.68	\$115,752.00	\$55.65
28	\$77,979.20	\$37.49	\$93,246.40	\$44.83	\$99,756.80	\$47.96	\$121,576.00	\$58.45
29	\$81,910.40	\$39.38	\$97,926.40	\$47.08	\$104,769.60	\$50.37	\$127,649.60	\$61.37
30	\$85,987.20	\$41.34	\$102,793.60	\$49.42	\$109,990.40	\$52.88	\$133,993.60	\$64.42
31	\$90,272.00	\$43.40	\$107,910.40	\$51.88	\$115,440.00	\$55.50	\$140,649.60	\$67.62
32	\$94,785.60	\$45.57	\$113,318.40	\$54.48	\$121,243.20	\$58.29	\$147,742.40	\$71.03
33	\$99,507.20	\$47.84	\$118,955.20	\$57.19	\$127,316.80	\$61.21	\$155,084.80	\$74.56
34	\$104,478.40	\$50.23	\$124,904.00	\$60.05	\$133,681.60	\$64.27	\$162,864.00	\$78.30
35	\$109,720.00	\$52.75	\$131,185.60	\$63.07	\$140,400.00	\$67.50	\$171,038.40	\$82.23
36	\$115,211.20	\$55.39	\$137,758.40	\$66.23	\$147,409.60	\$70.87	\$179,628.80	\$86.36
37	\$120,972.80	\$58.16	\$144,643.20	\$69.54	\$154,793.60	\$74.42	\$188,572.80	\$90.66
38	\$127,021.40	\$61.07	\$151,860.80	\$73.01	\$162,533.30	\$78.14	\$198,001.40	\$95.19
39	\$133,369.60	\$64.12	\$159,452.80	\$76.66	\$170,664.00	\$82.05	\$207,896.00	\$99.95
40	\$140,046.40	\$67.33	\$167,440.00	\$80.50	\$179,192.00	\$86.15	\$218,296.00	\$104.95

Law Table Salary Range

	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	0%	0%	35%	35%	50%	50%	100%	100%
Grade	Min	Min	Hire Rate	Hire Rate	Mid	Mid	Max	Max
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11	\$35,730.24	\$16.36	\$ 42,740.88	\$19.57	\$45,754.80	\$20.95	\$55,735.68	\$25.52
12	\$37,521.12	\$17.18	\$ 44,837.52	\$20.53	\$47,982.48	\$21.97	\$58,400.16	\$26.74
13	\$39,355.68	\$18.02	\$ 47,065.20	\$21.55	\$50,384.88	\$23.07	\$61,392.24	\$28.11
14	\$41,364.96	\$18.94	\$ 49,445.76	\$22.64	\$52,918.32	\$24.23	\$64,471.68	\$29.52
15	\$43,417.92	\$19.88	\$ 51,870.00	\$23.75	\$55,495.44	\$25.41	\$67,594.80	\$30.95
16	\$45,601.92	\$20.88	\$ 54,512.64	\$24.96	\$58,334.64	\$26.71	\$71,067.36	\$32.54
17	\$47,916.96	\$21.94	\$ 57,242.64	\$26.21	\$61,239.36	\$28.04	\$74,583.60	\$34.15
18	\$50,275.68	\$23.02	\$ 60,103.68	\$27.52	\$64,318.80	\$29.45	\$78,361.92	\$35.88
19	\$52,809.12	\$24.18	\$ 63,117.60	\$28.90	\$67,551.12	\$30.93	\$82,249.44	\$37.66
20	\$55,408.08	\$25.37	\$ 66,240.72	\$30.33	\$70,870.80	\$32.45	\$86,333.52	\$39.53
21	\$58,181.76	\$26.64	\$ 69,582.24	\$31.86	\$74,474.40	\$34.10	\$90,745.20	\$41.55
22	\$61,108.32	\$27.98	\$ 73,054.80	\$33.45	\$78,165.36	\$35.79	\$95,222.40	\$43.60
23	\$64,165.92	\$29.38	\$ 76,702.08	\$35.12	\$82,052.88	\$37.57	\$99,983.52	\$45.78
24	\$67,376.40	\$30.85	\$ 80,567.76	\$36.89	\$86,224.32	\$39.48	\$105,050.40	\$48.10
25	\$70,717.92	\$32.38	\$ 84,542.64	\$38.71	\$90,483.12	\$41.43	\$110,226.48	\$50.47
26	\$74,256.00	\$34.00	\$ 88,779.60	\$40.65	\$95,025.84	\$43.51	\$115,752.00	\$53.00
27	\$77,968.80	\$35.70	\$ 93,213.12	\$42.68	\$99,765.12	\$45.68	\$121,539.60	\$55.65
28	\$81,878.16	\$37.49	\$ 97,908.72	\$44.83	\$104,744.64	\$47.96	\$127,654.80	\$58.45
29	\$86,005.92	\$39.38	\$ 102,822.72	\$47.08	\$110,008.08	\$50.37	\$134,032.08	\$61.37
30	\$90,286.56	\$41.34	\$ 107,933.28	\$49.42	\$115,489.92	\$52.88	\$140,693.28	\$64.42
31	\$94,785.60	\$43.40	\$ 113,305.92	\$51.88	\$121,212.00	\$55.50	\$147,682.08	\$67.62
32	\$99,524.88	\$45.57	\$ 118,984.32	\$54.48	\$127,305.36	\$58.29	\$155,129.52	\$71.03
33	\$104,482.56	\$47.84	\$ 124,902.96	\$57.19	\$133,682.64	\$61.21	\$162,839.04	\$74.56
34	\$109,702.32	\$50.23	\$ 131,149.20	\$60.05	\$140,365.68	\$64.27	\$171,007.20	\$78.30
35	\$115,206.00	\$52.75	\$ 137,744.88	\$63.07	\$147,420.00	\$67.50	\$179,590.32	\$82.23
36	\$120,971.76	\$55.39	\$ 144,646.32	\$66.23	\$154,780.08	\$70.87	\$188,610.24	\$86.36
37	\$127,021.44	\$58.16	\$ 151,875.36	\$69.54	\$162,533.28	\$74.42	\$198,001.44	\$90.66

Fire Table Salary Range

	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	0%	0%	35%	35%	50%	50%	100%	100%
Grade	Min	Min	Hire Rate	Hire Rate	Mid	Mid	Max	Max
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12	\$35,745.32	\$12.97	\$ 42,718.00	\$15.50	\$45,666.92	\$16.57	\$55,643.64	\$20.19
13								
14								
15	\$41,367.56	\$15.01	\$ 49,415.08	\$17.93	\$52,860.08	\$19.18	\$64,380.16	\$23.36
16								
17	\$45,611.80	\$16.55	\$ 54,513.68	\$19.78	\$58,344.52	\$21.17	\$71,049.68	\$25.78
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CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - Emergency Equipment Warehouse - ITS Building Bid Award

BRIEF SUMMARY:

The Emergency Equipment Warehouse - ITS building project was advertised on February 7th, 2022. Bids were received on March 1, 2022 at 4:00 p.m. Staff will discuss the bid submittals including quantity of bids, costs, etc. and make a recommendation for bid award including alternates.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure due to time constraints.

Motion to approve the bid award and authorize the County Manager to execute the contract between Cabarrus County and G.W. Liles construction Co., Inc. subject to revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ EEWH & ITS Invitation to Bid posting
- ▣ Bid Tabulation
- ▣ Bid Recommendation Letter
- ▣ Liles Bid Forms

SECTION 000100 - INVITATION FOR BIDS

Project: Emergency Equipment Warehouse and ITS Facility

Location: 40 Ramdin Court NW, Concord, NC 28027

Owner: Cabarrus County

Bid Date: Tuesday March 1, 2022

Bid Time: 4:00PM

Bid Location: Cabarrus County Commissioners Chambers – Second Floor of the Cabarrus County Government Center at 65 Church Street, Concord, NC

Pre-Bid Date: Wednesday February 16, 2022

Pre-Bid Time: 2:00PM

Pre-Bid Location: Cabarrus County Operations Center – 484 Cabarrus Avenue W, Concord, NC

Pre-Bid Meeting: The pre-bid meeting will be held at the date and time indicated above. Attendance is not mandatory but is strongly encouraged.

Bid Opening: Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed proposals will be received at the date and time indicated above. Bids may be hand delivered or mailed to the attention of the ‘County Managers Office’ at the address above.

Additional Information for Bidders:

1. All bidders are notified that the provisions of NCGS 143-128, including guidelines for minority business enterprise participation shall be observed in letting and executing the work.
2. Bidders are also notified that they must be properly licensed under the state laws governing their respective trades and that applicable provisions of Chapter 87 of the General Statutes of the State of North Carolina shall be observed in the receiving of bids and awarding of contracts for the work.
3. The Owner reserves the right to reject any and/or all bids, to waive informalities, and to award the contract to other than the low bidder should it be deemed in the Owner’s best interest.
4. No bids may be withdrawn for a period of 60 days after receipt of bids.
5. *Vendor registration with Cabarrus County’s choice of third-party vendor platform along with approval of all terms and conditions required prior to bid award.*
6. The Owner reserves the right to cancel this Invitation to Bid at any time, and further reserves the right to reject all submitted bids, without giving any reason for such action, at its sole discretion and without liability. All costs incurred by Bidders, as a result of preparing Bids under this Invitation to Bid, shall be the sole responsibility of each Bidder. This Notice Inviting Bids creates no obligation upon the Owner to enter into a contract.

Bid Security: Bid security in the amount of 5% of the bid amount shall be submitted with each bid.

Performance Bond and Labor and Material Payment Bond: A Performance Bond and separate Labor and Material Payment Bond, each in the full amount of the contract shall be submitted prior to executing the work

Bidding Documents: Electronic Bidding Documents for this project can be obtained by contacting the Architect’s office to the attention of Steven Wallace at swallace@morrisberg.com and Jessica Pericchi at jpericchi@morrisberg.com starting February 7, 2022. ***Online access will be provided to prime bidders only.*** Neither Cabarrus County nor Morris-Berg Architects will be responsible for copies of bidding documents obtained from sources other than Morris-Berg Architects.

Questions: Any questions relating to the Bidding Documents shall be in writing and directed to the architect by sending them electronically to swallace@morrisberg.com and jpericchi@morrisberg.com with the subject of Cabarrus County Emergency Equipment Warehouse and ITS Facility - Bidding.



CABCO EMERGENCY EQUIPMENT WAREHOUSE & ITS FACILITY

BID OPENING RESULTS
Single Prime General Construction Contract

BID DATE: March 1, 2022
TIME: 4:00 PM
OWNER'S BUDGET: \$7,500,000

BIDDER	Liles Construction Co.	Miles-McClellan Construction	Ike's Construction, Inc.	JM Cope Construction	Edison Foard Construction	Southern Builders		
LICENSE NO.	26158	63358	8037	71908	1685	15209		
SUBMISSION OF REQUIRED DOCUMENTS:								
BID FORM (REVISED FEBRUARY 22, 2022)	yes	yes	yes	yes	yes	yes		
HUB CERTIFIED/MINORITY BUSINESS PARTICIPATION FORM	yes	yes	yes	yes	yes	yes		
LISTING OF GOOD FAITH EFFORTS FORM - AFFIDAVIT A <u>OR</u>	yes	yes	yes	yes	yes	yes		
AFFIDAVIT B FORM	no	no	no	no	no	no		
BID BOND	yes	yes	yes	yes	yes	yes		
ADDENDA (1-4)	four	four	four	four	four	four		
MECHANICAL SUBCONTRACTOR	LB Mechanical	Garmon Mechanical	LB Mechanical	Matthews Mechanical	Matthews Mechanical	LB Mechanical		
FIRE PROTECTION SUBCONTRACTOR	Absolute	National Underground	Wayne Auto. Fire Spklr.	Sess	Absolute	Quality Sprinkler		
PLUMBING SUBCONTRACTOR	Ben Hendley, Inc.	Ben Hendley, Inc.	Ben Hendley, Inc.	Ben Hendley, Inc.	Phoenix Plumbing	Action Mechanical		
ELECTRICAL SUBCONTRACTOR	Carolina Elect. Serv.	Stelco Electric	Carolina Elect. Serv.	Stelco Electric	Stelco Electric	Stelco Electric		
BASE BID	\$6,820,519	\$6,988,000	\$8,200,000	\$6,961,344	\$7,391,823	\$7,295,153		
Contingency Allowance (5% of Base Bid)	\$341,026	\$349,400	\$410,000	\$326,632	\$369,591	\$364,758		
BASE BID + Contingency Allowance	\$7,161,545	\$7,337,400	\$8,610,000	\$7,287,976	\$7,761,414	\$7,659,911		
ALT. PBA-1 (Marks USA 75 Series Leversets)	\$0	no change	\$0	\$1,650	\$0	\$1,650		
ALT. PBA-2 (LCN Door Closers)	\$1,880	\$1,790	\$0	\$1,320	\$0	\$1,350		
ALT. PBA-3 (Liftmaster Commercial Door Operator)	\$41,122	\$8,200	\$0	\$0	\$0	\$0		
ALT. PBA-4 (Tile Carpeting by Shaw Industries Group)	\$5,878	\$5,600	\$0	\$8,900	\$5,500	\$0		
ALT. PBA-5 (Xlerator Electric Warm-Air Hand Dryer)	\$0	no change	\$0	\$0	\$0	\$0		
ALT. PBA-6A (Johnson Controls Facility Explorer)	\$0	\$5,800	\$0	\$84,000	\$0	\$0		
ALT. PBA-6B (Platinum Building Automation)	\$20,700	\$18,000	\$0	\$19,000	\$0	\$19,800		
ALT. PBA-7 (Emergency Generator by Caterpillar)	\$5,865	\$2,190	\$0	\$2,200	\$2,200	\$2,200		
ALT. PBA-8 (Fire Alarm System by Notifier)	\$0	no change	\$0	\$3,800	\$0	\$0		
ALT. G-1 (Ramdin Court Roadway Improvements)	\$83,534	\$127,940	\$138,000	\$103,000	\$115,000	\$120,000		
ALT. G-2 (Storefront System in lieu of Demountable Partitions)	\$11,755	no change	-\$35,000	-\$13,500	-\$5,500	-\$13,000		
ALT. G-3 (Wide Flange Steel Beams in lieu of Open Web Joists)	no bid	\$123,640	-\$11,500	\$101,000	\$95,100	-\$11,000		
ALT. G-4 (Wall Coverings in lieu of Accent Paint)	\$5,635	\$4,400	\$5,000	\$16,800	\$13,400	\$13,600		
Total w/ All Alternates	\$7,337,914	\$7,634,960	\$8,706,500	\$7,616,146	\$7,987,114	\$7,794,511		
Total w/ All Alternates except G-2 and G-3	\$7,326,159	\$7,511,320	\$8,753,000	\$7,528,646	\$7,897,514	\$7,818,511		

All Alternates are "adds" unless noted with " - "

It appears that JM Cope made a math error in calculating the 5% Contingency Allowance. Amounts shown are as indicated on the Bid Form, but should have been \$21,435 higher

I hereby certify that to the best of my knowledge the information included in this bid tabulation is accurate and complete.

Todd C. Berg, AIA

March 2, 2022

Mr. Kyle Bilafer, Area Manager of Operations
Cabarrus County
16 Means Avenue, SE
Concord, NC 28025

RE: **Emergency Equipment Warehouse and ITS Facility
Designer's Bid Recommendation and Bid Tabulation**

Dear Kyle;

The above-referenced project was bid March 1, 2022 and we are pleased to note that bids were within your budget. A total of seven bids were received, and the lowest responsive bid was received from Liles Construction Company. As you know, Liles is a well-established contractor based in Concord, and has previously completed work for the County. We have checked with the North Carolina General Contractor's Licensing Board to confirm Liles Construction Company has a current Unlimited Contractor's license.

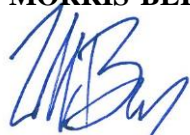
Based on our assessment of the bids, we recommend that a Contract be awarded to Liles Construction Company in the amount of **\$7,326,159.00**. This amount includes the Base Bid plus the contingency allowance, and the following alternates:

Base Bid +Contingency Allowance	\$7,161,545
Alt. #PBA-1 (Marks Leversets)	\$0
Alt. #PBA-2 (LCN Door Closers)	\$1,880
Alt. #PBA-3 (Liftmaster Door Operators)	\$41,122
Alt. #PBA-4 (Shaw Tile Carpeting)	\$5,878
Alt. #PBA-5 (Xlerator Hand Dryers)	\$0
Alt. #PBA-6A (Johnson Controls)	\$0
Alt. #PBA-6B (Platinum Building Automation)	\$20,700
Alt. #PBA-7 (Caterpillar Emergency Generator)	\$5,865
Alt. #PBA-8 (Notifier Fire Alarm System)	\$0
Alt. G-1 (Improvements to Ramdin Court)	\$83,534
Alt. G-4 (Wall Coverings in lieu of Accent Paint)	\$5,635
Total	\$7,326,159

Please note that Alternate G-2 is not included in our recommendation as the demountable partitions are the preferred solution. Also, G-3 is not included in our recommendations as we believe that the scheduling benefits of beams over joists is no longer valid for the project.

For your records, we have enclosed the certified bid tabulation and bid forms for the three lowest bidders. We look forward to beginning the construction phase for this portion of the project. In the meantime, if you have any questions, please don't hesitate to call me.

Sincerely,
MORRIS·BERG ARCHITECTS



Todd C. Berg, AIA
President

SECTION 003000 - GENERAL CONTRACT BID FORM (Revised February 22, 2022)

PROJECT: Cabarrus County Emergency Equipment Warehouse & ITS Facility
 Concord, North Carolina

BIDDER: G.W. Liles Construction Co., Inc.

BID DATE: 03/01/2022

TO: Cabarrus County

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the Work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with Cabarrus County in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction work at the **Cabarrus County Emergency Equipment Warehouse & ITS Facility, Concord, N.C.** in full and complete accordance with the Plans, Specifications and Contract Documents, to the full and entire satisfaction of Cabarrus County and the Architect, (Morris-Berg Architects, Inc.) with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

Base Bid	\$ 6,820,519
Contingency Allowance (5% of Base Bid)	\$ 341,026
Total Bid (Base Bid + Contingency Allowance)	\$ 7,161,545

Total Bid (Words): Lump sum price for the entire work, completed in accordance with the Contract Documents:

SEVEN MILLION ONE HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED FORTY-FIVE DOLLARS

The following subcontractors are proposed for this project. The Bidder acknowledges that acceptance of proposed subcontractors for portions of work indicated below is subject to stipulation contained within the General Conditions;

Mechanical Subcontractor (Name and License Number) LB MECHANICAL NC# 23739

Fire Protection Subcontractor (Name and License Number) ABSOLUTE #16582

Plumbing Subcontractor (Name and License Number) BEN HENDLEY INC. #09434

Electrical Subcontractor (Name and License Number) CAROLINA ELECTRICAL SERVICE 29737-U

ALLOWANCES:

The following allowances (in dollars or quantities) are included in the above Base Bid and are further defined in Specifications DIVISION 1 – GENERAL REQUIREMENTS, Section 012100 “Allowances”:

Quantity Allowances:

<u>Description</u>	<u>Amount</u>
Unsatisfactory Soil (Mass)	2,000 cubic yards
Unsatisfactory Soil (Trench)	200 cubic yards
Mass Rock	700 cubic yards
Trench Rock	300 cubic yards

Lump Sum Allowances:

<u>Description</u>	<u>Amount</u>
Regulatory Review Contingency Allowance	\$350,000.00
Unforeseen Conditions Allowance (Abatement and Demolition of the Existing Structures)	\$15,000.00
Hardware Allowance	\$7,500.00

ALTERNATES:

The undersigned further agrees to perform alternative work as described in section 012300 for the sums stated below resulting in additions to or deductions from the base bid stated above. Additions and deductions shall include any modifications of the Work or additional work that may be reasonably included as part of the alternative work. All alternative work is to be completed within the same timeframe as the base bid work. All alternates must be filled out. A zero after any alternate indicates no cost change to include that alternate. No bid after any alternate indicates that your company is not bidding the alternate. The Owner will have 120 days to decide on which alternates will be selected and made part of the original contract or added by change order, and the Contractor agrees to hold all prices for that duration of time after the bid. The undersigned acknowledges that failure to complete all information requested in this section may result in the rejection of this proposal.

Preferred Brand Alternates:

<u>Alt. No.</u>	<u>Description</u>	<u>Add</u>	<u>Deduct</u>	<u>Amount</u>
PBA-1	Provide Marks USA 75 Series Grade 2 Cylindrical Survivor Series Leversets.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0
PBA-2	Provide LCN 4040XP Series Door Closers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$1,880
PBA-3	Provide LiftMaster Logic 5.0 Commercial Door Operator.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$41,122
PBA-4	Provide Tile Carpeting by Shaw Industries Group	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$5,878
PBA-5	Provide Xlerator Electric Warm-Air Hand Dryer with ADA Recessed Kit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0
PBA-6A	Provide Johnson Controls Facility Explorer (Fx) System HVAC Controls.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0
PBA-6B	Provide Platinum Building Automation as Controls Integration Contractor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$20,700
PBA-7	Provide Emergency Generator by Caterpillar.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$5,865
PBA-8	Provide Fire Alarm System by Notifier.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0

General Alternates:

<u>Alt. No.</u>	<u>Description</u>	<u>Add</u>	<u>Deduct</u>	<u>Amount</u>
G-1	Provide roadway improvements as shown and described on drawing C202.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$83,534
G-2	Provide storefront system in lieu of demountable partitions shown and described on architectural drawings and specification section 102219 – Demountable Partitions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11,755
G-3	Provide wide flange steel beams in lieu of open web joists as shown and described on drawings S101 and S102.	<input type="checkbox"/>	<input type="checkbox"/>	No Bid
G-4	Provide wall coverings in lieu of accent paint as shown and described on upper walls of Open Office Area 136.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$5,635

UNIT PRICES:

The following unit prices shall be used for adjustments in the contract price at the Owner’s discretion. Items and quantities shown on drawings are to be included in the Base Bid and shall be used as the basis for establishing these unit prices. Refer to DIVISION 1 – GENERAL REQUIREMENTS, Section 012200 “Unit Prices”.

Item	Price/Unit	Quantity in Base Bid
UP-1 Remove, Import, Place and Compact Offsite Structural Fill Material (Mass)	\$44 per c.y.	2,000 cubic yards
UP-2 Remove, Import, Place and Compact Offsite Structural Fill Material (Trench)	\$50 per c.y.	200 cubic yards
UP-3 Mass Rock Excavation and Replacement with Suitable Offsite Fill Material	\$165 per c.y.	700 cubic yards
UP-4 Trench Rock Excavation and Replacement with Suitable Offsite Fill Material	\$187 per c.y.	300 cubic yards
UP-5 Stone Backfill	\$82 per c.y.	zero
UP-6 Horn/Strobe Device	\$300 per device	indicated on drawings
UP-7 Exit Sign	\$150 per device	Indicated on drawings

The undersigned understands that time is of the essence and agrees to the Contract Time and Liquidated Damages as specified herein, in the AIA Document A101 Owner/Contractor Agreement as amended by the Owner and in AIA Document A201, General Conditions of the Contract for Construction, 2007 Edition, as amended by the Owner.

Accompanying this proposal are the following items:

- Bid Security in the amount of 5% of the Contract Sum as required by North Carolina General Statute.
- Required MBE Documentation

The undersigned further agrees that this proposal shall be valid for a period of ninety (90) days from the date of receipt of the bids and that if this proposal is accepted by the Owner within this period, the Bidder will execute the Owner/Contractor Agreement form AIA A101-2007 “Standard Form of Agreement Between Owner and Contractor” and provide surety bonds as described in the General Conditions of the Contract and meet the requirements of the North Carolina General Statutes.

The undersigned further agrees to begin the Work promptly upon receipt of Notice to Proceed and to pursue the Work with an adequate work force to complete the Work within **Four Hundred Twenty (420)** consecutive calendar days from the issuance of the written Notice to Proceed anticipated on April 4, 2022. In accordance to AIA Document A201 General Conditions § 8.3.5, the undersigned shall be liable for and pay to the Owner the sum of **\$500.00** per calendar day as Liquidated Damages and not as a penalty, for each additional calendar day required to achieve Substantial Completion beyond the time period stated herein.

The undersigned certifies that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid.

The undersigned acknowledges receipt of the following addenda, which will be considered as part of the Contract Documents:

Addendum No. <u>1</u> Dated <u>02/18/2022</u>	Addendum No. <u>4</u> Dated <u>02/24/2022</u>
Addendum No. <u>2</u> Dated <u>02/21/2022</u>	Addendum No. _____ Dated _____
Addendum No. <u>3</u> Dated <u>02/22/2022</u>	Addendum No. _____ Dated _____

Name of Bidder: G.W. Liles Construction Co., Inc.
Company


By:  Dallin Hales
(Signature) (Typed Name)

Title: COO

Address of Bidder: 325 McGill Ave. Ste 120, Concord, NC 28027

Contractor's North Carolina License No: 26158

Attest:
By: 
Title: VP PRECONSTRUCTION

Seal (If Corporation)


END OF SECTION 003000

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Cabarrus

(Name of Bidder)

Affidavit of G.W. Liles Construction Co., Inc.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 02/28/2022 Name of Authorized Officer: Dallin Hales
Signature: [Handwritten Signature]
Title: COO



State of North Carolina County of Cabarrus
Subscribed and sworn to before me this 15th day of July, 2022
Notary Public Melisa F. Sheffield
My commission expires 09 23 2025

Identification of HUB Certified/ Minority Business Participation

I, G.W. Liles Construction Co., Inc.

(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
CLEAN BEAN	CLEANING	B	Y
3DESIGNWORX	BIM	W F	Y
AOA SIGNS	SIGNS	F	Y
MONROY ERECTORS	ERECTOR	H	Y
ARROW	TERMITE TREATMENT	F	Y

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$) 169,360.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

G. W. Liles Construction Company, Inc. as principal, and Harco National Insurance Company, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto Cabarrus County as obligee, in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 1st day of March, 2022

WHEREAS, the said principal is herewith submitting proposal for

Cabarrus County Emergency Equipment Warehouse & ITS Facility and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

G. W. Liles Construction Company, Inc. (SEAL)

By: [Signature] (SEAL)

_____ (SEAL)

Harco National Insurance Company (SEAL)

By: [Signature] (SEAL)
Wendy E Lahm, Attorney-in-Fact

Surety Phone No.



**POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # Bid Bond
Principal G. W. Liles Construction Company, Inc.
Obligee Cabarrus County

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Wendy E Lahm

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

***RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation, and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognition, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2021.



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

STATE OF ILLINOIS
County of Cook



Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 1st day of March, 2022

Irene Martins

Irene Martins, Assistant Secretary

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - Reciprocal Easement for Building Adjacent to County Parking Garage

BRIEF SUMMARY:

The mixed use building (Novi Flats) that is being constructed next to the County Parking Deck needs an additional easement from the County. A water meter easement and a generator easement have already been approved by the Board of Commissioners during the June 2021 regular meeting . A temporary easement for fencing was approved by the Board of Commissioners during the February work session. This reciprocal easement deals directly with the connector between Novi Flats and the Cabarrus County Parking Deck located on the fifth (5th) level.

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Partially Executed Reciprocal Easement -5th floor connector

PREPARED BY AND RETURN TO:

Drew Melville, Esquire
Melville Law, P.A.
101 NE 3rd Avenue, Suite 1500
Fort Lauderdale, Florida 33301

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (the “Agreement”) is made and entered into as of the ___ day of _____, 2022 (the “Effective Date”), by and between CABARRUS COUNTY, NORTH CAROLINA, a public body corporate and politic (“County”), and NOVI FLATS, LLC, a North Carolina limited liability company (“Developer”).

RECITALS:

A. County owns, maintains and operates a parking garage at Corban Ave SW and Spring St SW in the City of Concord, North Carolina (the “City”) within Cabarrus County, North Carolina having a physical address of 81 Spring Street Concord, NC 28025 and County Parcel Identification Number 5620 97 1371 0000 (the “County Property” or “County Garage”).

B. City and Developer’s Manager Concord Master Venture, LLC, a Florida limited liability company, (“CMV”) entered into that certain Amended and Restated Master Development Agreement dated September 22, 2020, as may be amended from time to time (the “MDA”), under which Developer is constructing a mixed-use development project (the “Project”) on adjacent property that Developer owns, as more particularly described on Exhibit “A” attached and incorporated into this Agreement (the “Project Property”).

C. City and County are parties to the CABARRUS COUNTY PARKING DECK INTERLOCAL AGREEMENT dated October 15, 2018 and amended on November 12, 2020 (the “Interlocal Agreement”) which sets forth the City’s and the County’s agreement to share space in the County Garage, and pursuant to which Interlocal Agreement the City and CMV agreed to allocate City’s parking spaces in the County Garage under the MDA.

D. County and CMV, as Landlord and Tenant respectively, entered into that certain Parking Garage Lease Agreement dated December 14, 2020 (the “Lease”), setting forth certain terms by which the County is leasing parking spaces in the County Garage to Developer for the Project and the benefit of the Project Property.

E. Developer intends to construct a connector on the fifth floor of the Parking Garage from the County Garage’s fifth level to the Project Property fifth level, as depicted in Exhibit “B” attached and incorporated into this Agreement (the “Connector”) so that Project residents may access the spaces located in the County Garage and leased to Developer under the Lease.

F. County and Developer now desire to enter into this Agreement to establish certain easements and related right and responsibilities over the County Property and the Project Property in connection with the Connector, and to set forth the rights and responsibilities of County and Developer for the design, installation, construction, operation, use, inspection, maintenance, management, replacement, repair, alteration, safety and security of the Connector.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Developer agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

2. Grant of Easements.

(a) Easement from County to Developer.

(i) Construction Easement. County, as owner of the County Property, grants to Developer, as owner of the Project Property, an appurtenant, temporary, irrevocable, non-exclusive, easement for access by Developer and Developer’s permittees in, to, over and across the County Property only as necessary for Developer to design, install, construct, and connect the Connector to the Project Property structure including the construction and installation of improvements on the County Property that are necessary and do not interfere with the design, construction, operation, use, maintenance, or management of the County Garage.

(ii) Connector Easement. Effective as of the completion of the Project, the County grants to Developer an appurtenant, permanent, irrevocable, non-exclusive, easement for access by Developer and Developer’s Permittees in, to, over and across the County Property only as necessary for Developer to operate, maintain, and provide security for the Connector. The foregoing easement shall include an easement for encroachment of the Connector onto the County Property as constructed.

(iii) Access Easement. Effective as of the completion of the Project, the County grants to Developer an appurtenant, permanent, irrevocable, non-exclusive, easement for access by Developer, Developer’s permittees over and across the Connector. Access to the Connector will be granted at Developer’s sole discretion to its permittees via a card access system which Developer will construct, own and maintain.

(b) Easement from Developer to County. As of the Effective Date, Developer, as Owner of the Project Property, grants to County, as Owner of the County Property, and the County’s permittees, an irrevocable, perpetual, appurtenant, non-exclusive easement in, to, over and across the Connector for pedestrian access by the County and the County’s permittees for

purposes of any County maintenance or repair activities in the Connector required or contemplated under this Agreement.

3. Construction of the Connector.

(a) Developer to Follow Structural Engineer Plans. Developer shall follow the plans set forth by its structural engineer of record, Matthew Sumpter, P.E. of Kimley Horn (the “Engineer”), in his plans memo to Developer dated June 18, 2021 and on file with Developer and County (the “Plans Memo”). Specifically, Developer will follow the Engineer’s instructions for how to cut the walls for the Connector and Developer will construct the Connector in accordance with Engineer’s shop drawings as set forth in the Plans Memo.

(b) Insurance During Design and Construction. Developer will require its construction contractor (the “Contractor”) for the Connector, at all times during the construction of the Bridge, possesses: 1) worker’s compensation insurance in the amount of the North Carolina statutory limit; 2) automobile liability insurance of at least \$1,000,000; and 3) general liability insurance in the amount of at least \$1,000,000. All liability insurance shall be maintained throughout the course of the construction of the Connector and for a period of time after its completion as required by the County in order to protect the County from any covered liability, claims, damages, losses or expenses arising from or out of in any way connected with construction of the Connector. The County shall be listed as an additional insured on the automobile, general liability, and builder’s risk policies. In addition, the Contractor shall also be required to purchase and possess builder’s risk, “all risk”, insurance covering physical loss and property damage, in the amount of at least the bid for the Connector construction. Developer shall require the Contractor to provide to the County proof of the insurance coverages, as described above, ten (10) days prior to commencement of construction of the Connector.

(b) Non-Conforming Work. In the event work is discovered, whether by Developer or County, its consultants or contractors, which is defective or otherwise non-conforming to the requirements of the construction plans which have been permitted, the County or Developer shall promptly notify the other party of the defect or non-compliance. Developer shall immediately cause such work to be removed and replaced with conforming work or otherwise remedy the non-conforming work to the satisfaction of the County. County has final authority over the determination that certain work related to the Connector is non-conforming or defective and that said non-conforming or defective work has been remedied, which determination shall be made in accordance with the permitted construction plans. Developer shall bear any costs associated with correcting the deficient work. In that event, County will communicate its determinations to Developer. Developer will then provide direction to the Contractor, who is the agent of Developer, to correct or remedy such deficient work. The foregoing shall not create any obligation or liability on the part to undertake any corrective or remedial action on any work that is not in conformance with County-approved construction documents.

(c) Certification. Upon completion of the Connector and prior to opening the Connector for use, County shall conduct a final inspection. If County determines that all work has been completed in conformance with the permitted construction plans and any other applicable

construction, permitting or engineering requirements, the County shall notify Developer in writing of said conformance. Upon receipt of the County's written notification, Developer shall cause the Contractor to submit a final completion certification of the Connector. This certification shall be accompanied by the as-built drawings as well as any necessary warranties, waivers and releases from contractors, subcontractors and suppliers, test certifications, operation manuals and documentation of approval of the construction by governmental agencies having jurisdiction other than the County, if any. The County's determination under this subparagraph does not operate to impose any liability or responsibility on the County with respect to the Connector, which remains the sole and exclusive responsibility of Developer.

(d) Independent Contractors. Developer, its agents, Contractor, subcontractors or design engineer, shall perform all activities that are outlined in this Agreement as independent entities and not as agents, employees or representatives of the County, or their employees or representatives. Nothing in this Agreement operates to impose any obligation, responsibility or liability upon the County with respect to the County Property or the construction, operation or maintenance of the Connector.

4. Indemnification. To the extent permitted by law, Developer shall indemnify, release and hold harmless the County, its agents, employees and elected and appointed officials, from and against all liability, claims, damages, losses and expenses (including all costs and attorney's fees and all costs and attorney's fees on appeal), arising out of or resulting from this Agreement, construction, operation, repair or maintenance of the Connector, or which are caused in whole or in part, directly or indirectly, by Developer or any of its contractors, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. This provision shall survive termination of this Agreement.

5. Insurance. During the entire term of this Agreement, Developer shall maintain the insurance coverages required under the Lease.

6. Maintenance and Repairs. The Connector shall be constructed, owned, maintained and repaired by Developer, and Developer hereby assumes any and all responsibility and liability with respect to, or arising from, or in any way associated with the construction, operation, and maintenance of the Connector. Developer shall comply with all applicable laws, rules and regulations, including environmental requirements, in its maintenance, repair and operation of the Connector. The County has the right, but not the duty or obligation, to inspect the Connector and at any time, so long as Developer is provided prior notice and the inspection activities do not unreasonably interfere with the exercise of Developer's rights under this Agreement. In the event Developer fails to maintain the Connector in good condition and in accordance with applicable laws and regulations, the County may give Developer written notice of the deficiency and Developer shall be obligated to conduct the applicable maintenance and correct the deficiency within a reasonable period of time. In the event Developer fails to maintain the Connector and correct the applicable deficiency within a reasonable time after such written notice by the County, then the County shall have the right, but not the obligation, to correct that deficiency and Developer shall then reimburse the County for the County's reasonable expenses in connection with the corrective action, no less than sixty (60) days after written request by the County, failing which

the full amount shall bear interest at the highest rate allowed by law and shall become a lien in favor of the County upon the Project Property. Those liens shall become effective upon the filing of a claim of lien by the County in the Official Records of Cabarrus County, North Carolina and may be foreclosed in the manner as provided by North Carolina law. The County's conduct of remedial action shall not operate to impose any obligation, responsibility or liability whatsoever upon the County. Furthermore, nothing in this Agreement operates to impose any obligation, responsibility or liability upon the County with respect to the Project Property or the construction, operation, repair or maintenance of the Connector.

7. Termination. This Agreement may be terminated by mutual consent of the parties or upon default. Except as otherwise agreed by the parties, Developer shall remove the Connector within one (1) year of termination of this Agreement, which removal is to occur in compliance with any and all applicable rules, laws and regulations. If Developer fails to remove the Connector within said one (1) year period, the County may do so and in that case, Developer shall reimburse the County for the County's reasonable expenses in connection therewith, no less than sixty (60) days after written request by the County, failing which the full amount shall bear interest at the highest rate allowed by law and shall become a lien in favor of the County upon the Project Property. Nothing in this Agreement obligates the County to take any action to remove the Connector and the County's removal of the Connector shall not operate to impose any obligation, responsibility or liability whatsoever upon the County with respect to this Agreement.

8. Defaults. Failure by either the County or Developer to comply with or perform any of the terms, conditions, covenants, agreements or obligations contained in this Agreement to be performed by each of them, respectively, shall constitute a default under this Agreement, and (i) if that default is not cured or remedied within thirty (30) days after the non-defaulting party provides written notice to the defaulting party specifying with particularity the nature of the default, or (ii) if the default cannot be reasonably cured or remedied within such thirty (30) day period, the defaulting party fails to commence to cure or remedy the default within the thirty (30) day period and thereafter fails to diligently and expeditiously pursue the cure or remedy, the non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Agreement, at law and in equity, including without limitation, the right to terminate this Agreement. Upon any termination under this Section, this Agreement and all rights and obligations created under this Agreement will be deemed null and void and of no further force or effect, except as otherwise provided in this Agreement.

9. Litigation and Attorneys' Fees. In the event either party to this Agreement should bring suit to enforce or interpret any provision of this Agreement, each party shall be responsible for its own attorneys' fees, experts' fees and costs, in addition to any other relief granted as a result of the litigation.

10. Binding Effect. The easements granted by the County in this Agreement shall run in favor of Developer. As of the Effective Date, the terms and conditions of this Agreement shall run with the title to (i) the Project Property and any associated real property owned by Developer, and (ii) the County Property, and shall be binding upon and inure to the benefit of Developer and County and their respective successors and assigns.

11. No Waiver of Regulatory Authority. Developer and County acknowledge that the City is the entity responsible for issuing building permits and certain other types of permits which will be required in connection with activities on the Project Property and other property owned by Developer, and further acknowledges that nothing in this Agreement constitutes or is intended to operate as a waiver of such regulatory authority or the application of any applicable laws, rules or regulations. Furthermore, nothing in this Agreement operates to vest any particular manner or means of development of any property owned by Developer. Lastly, the Connector and the County Property shall not be operated or utilized in any manner so as to interfere with the County's operation and maintenance of the County Garage.

12. Estoppel Certificate. Developer and County shall execute and deliver to each other, within fifteen (15) days of any written request by the other party, a certificate addressed as indicated by the requesting party and stating: (i) whether this Agreement is in full force and effect; (ii) whether this Agreement has been modified or amended in any respect; (iii) whether there are any existing default under this Agreement which are known to the party executing the certificate, and specifying the nature of those default(s); and (iv) other, related matters as the other party may reasonably request.

13. Amendment. This Agreement may not be terminated, modified or amended except by an instrument in writing signed by each of the parties.

14. Taxes/Fees. Developer shall be responsible for the payment of all taxes or fees which may be assessed or levied against the Connector or any equipment, furnishings, inventory or other personal property located on the Connector, and all taxes or fees associated with Developer's use of the County Property.

15. Controlling Laws.

a. This Agreement and the provisions contained in this Agreement shall be construed, controlled, and interpreted according to the laws of the State of North Carolina, and all duly adopted ordinances, regulations and policies of the City and County now in effect and those adopted after the Effective Date.

b. The location for settlement of any and all claims, controversies and disputes arising out of or relating to any part of this Agreement shall be in CabarrusCounty, North Carolina.

c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the utilization of the property subject to this Agreement.

16. Miscellaneous.

a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained in this Agreement and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions of this Agreement shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party.

b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be deemed an independent provision and the applicable holding shall not affect the validity of the remaining provisions of this Agreement.

17. Negotiation. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

18. Effective Date. This Agreement shall become effective on the date of full and complete execution by Developer and County.

19. County Garage Closures. Developer acknowledges and agrees that County may close the 5th floor of the County Garage from time to time, and that it is Developer's responsibility to provide notice of those closures and the potential for those closures to its permittees.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, County and Developer have executed this Agreement in manner and form sufficient to bind them as of the day and year first written above.

COUNTY:

CABARRUS COUNTY, NORTH CAROLINA
[SEAL]

Name:
Title:

ATTEST:

Name:

Approved as to form:

Name:

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally came before me this day and acknowledged under seal that she is _____ of the Cabarrus County, and that by authority duly given and as the act of the Council, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal and attested by herself as its _____.

WITNESS my hand and official seal, this _____ day of _____, 2022.

Notary Public
My commission expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

DEVELOPER:

NOVI FLATS, LLC, a North Carolina limited liability company

By: CONCORD MASTER VENTURE, LLC,
a Florida limited liability company,
its Manager

By: CONCORD MASTER VENTURE
MANAGER, LLC,
a Delaware limited liability company,
its Manager

Signed, sealed and delivered
in the presence of:

[Handwritten signature]

Print Name: Jose Overa

[Handwritten signature]

Print Name: Raul Pinho

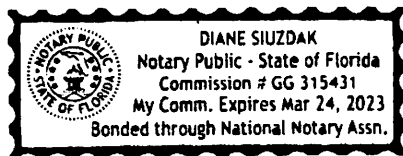
[Handwritten signature]
Peter Flotz, Manager

STATE OF FLORIDA }
COUNTY OF DADE }

The foregoing instrument was acknowledged before me in person this 11 day of FEBRUARY, 2022, by Peter Flotz, as Manager of CONCORD MASTER VENTURE, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me and who did not take an oath.

NOTARY PUBLIC

Printed name of Notary Public



[Handwritten signature]
(SEAL)

[END OF SIGNATURES]

EXHIBIT "A"
LEGAL DESCRIPTION
PROJECT PROPERTY

CABARRUS COUNTY PIN: 5620-97-0377

ALL OF THAT REAL PROPERTY IN #12 TOWNSHIP, CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA, BEING A PORTION OF DEED BOOK 663 PAGE 133, LYING SOUTH OF BARBRICK AVENUE SW AND NORTH OF SPRING ST SW, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL IN SIDEWALK AT THE SOUTHWESTERN CORNER OF TRACT #1 (MB: 80 PG: 3; CABARRUS COUNTY REGISTER OF DEEDS); HAVING A NC GRID~NAD 83 (2011) COORDINATES OF N= 607,311.95 FEET, E= 1,528,982.52 FEET, THE **TRUE POINT OF BEGINNING**;

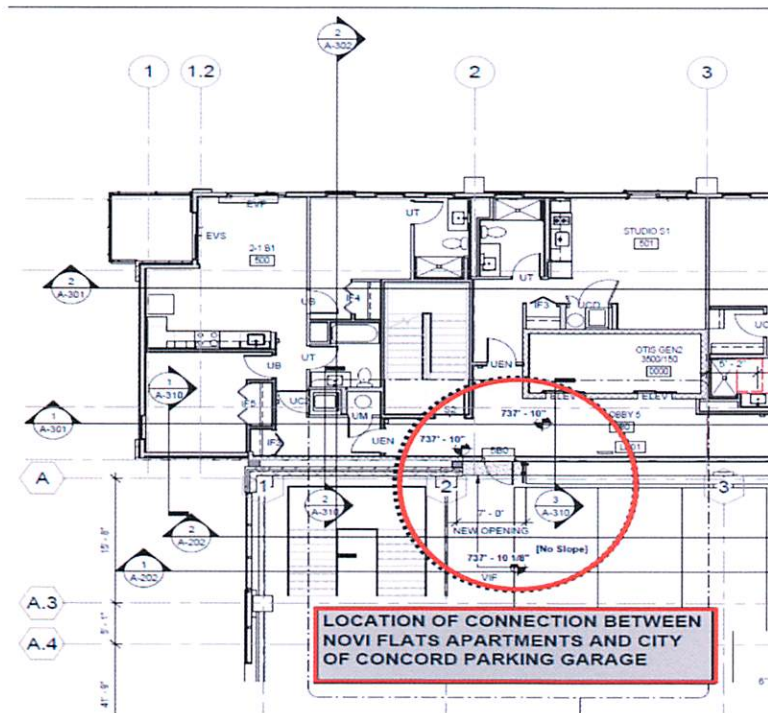
THENCE N 48° 32' 49" E, WITH THE RIGHT OF WAY LINE OF BARBRICK AVENUE A DISTANCE OF 219.20 FEET, TO A #5 REBAR, BEING A CORNER OF CABARRUS COUNTY (TRACT 2, DB. 663, PG. 133);

THENCE ALONG SAID CABARRUS COUNTY TRACT 2 FOR TWO COURSES AND DISTANCES AS FOLLOWS:

1. S 41° 25' 04" E 34.38 FEET TO THE SET #5 REBAR,
2. S 48° 34' 56" W, 218.53 FEET WITH THE NORTHWESTERN LINE OF SAID CABARRUS COUNTY TO A MAG NAIL IN SIDEWALK, BEING ON THE NORTHERN RIGHT OF WAY FOR SPRING ST SW.

THENCE WITH SAID SPRING ST SW RIGHT OF WAY N 42° 32' 00" W, 34.25 FEET TO A MAG NAIL IN SIDEWALK BEING THE **TRUE POINT OF BEGINNING**, CONTAINING 0.172 AC.

EXHIBIT "B"
DEPICTION OF FIFTH FLOOR CONNECTOR



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - Recommended Approval of Preferred Alternates for Sheriff's Office Firing Range Renovations

BRIEF SUMMARY:

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

REQUESTED ACTION:

Motion to approve the preferred brand alternate list for equipment for the Cabarrus County Sheriff's Office Firing Range Renovations project.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- SOFR Preferred Alternates

CABARRUS COUNTY SHERIFF'S OFFICE FIRING RANGE PREFERRED ALTERNATES

§ 133-3. Specifications to carry competitive items; substitution of materials. All architects, engineers, designers, or draftsmen, when providing design services, or writing specifications, directly or indirectly, for materials to be used in any city, county or State work, shall specify in their plans the required performance and design characteristics of such materials. However, when it is impossible or impractical to specify the required performance and design characteristics for such materials, then the architect, engineer, designer or draftsman may use a brand name specification so long as they cite three or more examples of items of equal design or equivalent design, which would establish an acceptable range for items of equal or equivalent design. The specifications shall state clearly that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable.

Where it is impossible to specify performance and design characteristics for such materials and impossible to cite three or more items due to the fact that there are not that many items of similar or equivalent design in competition, then as many items as are available shall be cited.

On all city, county or State works, the maximum interchangeability and compatibility of cited items shall be required. The brand of product used on a city, county or State work shall not limit competitive bidding on future works. Specifications may list one or more preferred brands as an alternate to the base bid in limited circumstances.

Specifications containing a preferred brand alternate under this section must identify the performance standards that support the preference. Performance standards for the preference must be approved in advance by the owner in an open meeting. Any alternate approved by the owner shall be approved only where (i) the preferred alternate will provide cost savings, maintain or improve the functioning of any process or system affected by the preferred item or items, or both, and (ii) a justification identifying these criteria is made available in writing to the public. Substitution of materials, items, or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids. The purpose of this statute is to mandate and encourage free and open competition on public contracts. (1933, c. 66, s. 3; 1951, c. 1104, s. 5; 1993, c. 334, s. 7.1; 2002-107, s. 5; 2002-159, s. 64(c).)

Mobile Modular Shoot House

1. Kontek Industries.; Address: 805 McCombs Ave Kannapolis, North Carolina 28083; telephone: 704-273-5040; website: <https://www.kontekindustries.com/?hsLang=en>

Kontek is located in Kannapolis which would reduce cost of transporting materials as well as provide local support for any future maintenance or repair needs. The Cabarrus County Sheriff's Office is already familiar with the basic set up, materials, and functionality of the Kontek modular shoot house since Rowan Cabarrus Community College utilized this company in the design and set up of their facility. The Kontek platform allows for easy reconfiguration consistent with the training employed by the Sheriff's Office. Kontek materials are weatherproof, with the main components being a tough poly carbonate material, reducing prolonged wear and tear and weathering given the shoot house will be located in a covered, but open-air environment. Furthermore, through research of other manufacturers, the Sheriff's Office has been unable to locate any that offer the modularity of the Kontek system.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - Sale of Surplus Vehicle to Davidson County Sheriff's Office

BRIEF SUMMARY:

Davidson County Sheriff's Office has requested to purchase two (2) surplus vehicles from the Cabarrus County Sheriff's Office fleet. These vehicles are both 2006 BMW motorcycles (VIN #: WB10388086ZM19189 and WB10388026ZM19091 - Asset # 2318 and 2319). Currently only one of the motorcycles is operational. The Cabarrus County Sheriff's Office stated that the agreed sales price for both motorcycles would be \$7,500. Both motorcycles were originally purchased utilizing grant funds in 2006. We have been granted permission for disposition by the NC DOT. Per NCGS 160A-274 Board of Commissioners approval is required prior to the sale of these surplus items.

REQUESTED ACTION:

Motion to declare two (2) 006 BMW motorcycles (VIN #: WB10388086ZM19189 and WB10388026ZM19091 - Asset # 2318 and 2319) surplus property and authorize disposition in accordance with the County's policy and NCGS 160A-274.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- NC DOT disposition Form

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Library - Approval of Budget Amendment

BRIEF SUMMARY:

Cabarrus County Public Library has been awarded an Adapting Technology grant through the State Library of NC. The award of \$39,180 does not require a match, and will be utilized to purchase new library staff computer stations that are mobile (pre-approved by ITS). The grant will be awarded via reimbursement.

REQUESTED ACTION:

Motion to approve the budget amendment and accept the Adapting Technology grant award.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Emery Ortiz, Library Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Amendment
- ▣ Grant Acceptance Agreement

GRANT AGREEMENT
LSTA 2021-2022 Adapting Technology Grant
State Project Code: NC-21-315

This is an agreement by and between Cabarrus County Public Library, hereinafter referred to as "the Library," and the State Library of North Carolina, Department of Natural and Cultural Resources, hereinafter referred to as the "State Library."

Institution and/or Library Name: Cabarrus County Public Library

Mailing address: 27 Union St N

City, State, ZIP: Concord, NC 28025

Project manager name/title: Emery Ortiz

Project manager telephone: 704-920-2063

Project manager email: emortiz@cabarruscounty.us

DUNS number: 086861630

Federal Employer Identification Number: 56-6000281-C

Indirect cost rate for this award: N/A

Library fiscal year ending date: June 30

Federal Award Identification Information required by 2 CFR 200.332

Federal Award ID number: LS-250229-OLS-21

Federal Award Date: April 9, 2021

Grant Award Period Start and End Date: December 17, 2021 – June 30, 2022

Amount of Federal Funds Obligated by this Action: \$39180

Federal Award Project Description as required by FFATA: LSTA State Grants

Contact information for awarding official: Catherine Prince, Federal Programs Consultant, State Library of North Carolina, 4640 Mail Service Center, Raleigh, NC, 27699-4600, 919-814-6796, catherine.prince@ncdcr.gov.

CFDA Name / Number: LSTA State Grants / 45.310

This award is not R&D.

The State Library has agreed to fund this grant with federal Library Services and Technology Act (LSTA) funds to be disbursed through North Carolina Accounting System accounting fund 1495 ARA 145.

IN CONSIDERATION OF RECEIVING THE ABOVE REFERENCED GRANT FUNDING, THE LIBRARY HEREBY AGREES TO:

1. Accept and administer an LSTA grant from the State Library in the amount of \$39180 for costs associated with the project represented in the Library's grant application, grant award letter, and any amendments thereto.
2. Abide by all Grant Provisions as certified in this document and the grant application; including any certifications submitted with this grant agreement such as Children's Internet Protection Act (CIPA) Compliance and Certification Regarding Debarment and Suspension; Lobbying; Federal Debt Status; and Nondiscrimination.

3. Regularly inform the State Library on the progress of project activities as defined in the grant application.
4. Encumber and expend project funds (grant and matching)
 - only upon or after the effective date of this grant agreement and before its termination;
 - in accordance with the project budget as submitted with the project application, or as modified in the grant award letter, or as amended and approved by the State Library; and
 - in accordance with all applicable local, state and federal laws and regulations.
5. Expend project funds in a manner that ensures free and open competition.
6. Submit grant reimbursement requests with appropriate documentation of eligible project expenditures as defined in the grant application when there are significant expenditures, or at least mid-way through the grant period.
7. Submit a grant project status report, briefly describing current and anticipated project expenditures and project activities, by **April 15, 2022**.
8. On or before **May 15, 2022**, request a minimum of seventy-five percent (75%) of the award amount; provide a list of remaining activities with an estimate of remaining grant expenditures as defined in the grant application.
9. Complete all project expenditures by **June 30, 2022**, or by the termination date of this agreement as amended by mutual consent.
10. On or before **July 15, 2022**, submit a final request for reimbursement.
11. If eligible, the Library 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 N.C.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.
12. Request prior written approval from the State Library for any equipment with a per unit price above \$5,000. List this equipment on the State Library Annual Equipment Tracking Survey, provided each January, for the remainder of its useful life. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.
13. Acknowledge the Institute of Museum and Library Services in all related publications and activities in conjunction with the use of grant funds as follows: “This publication/activity/program/etc. was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act (LSTA) as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources (IMLS grant number LS-250229-OLS-21).” Submit a copy of any publications or materials produced under the grant to the State Library.
14. Provide library services resulting from the grant to all members of the community served, in compliance with all Federal statutes relating to non-discrimination on the basis of race, color, national origin, sex, handicap, or age.
15. Request prior written approval from the State Library for any subcontracting or assignment to any subgrantee or assignee. Neither the Library nor any subgrantee or assignee is relieved of the duties and responsibilities of this agreement. Subgrantees and assignees agree to abide by the terms of this agreement and must provide all information necessary for the Library to comply with the terms of this agreement.

16. Only approved, awarded expenditures are allowable; any funds not expended as defined in the grant application will be repurposed by the State Library upon termination of this agreement.
17. Submit a final report to the State Library by **August 15, 2022**, providing a description of project expenditures, a narrative of project activities, and other elements required by the funder.
18. Certify upon completion of the grant that grant funds were received, used, and expended for the purposes for which they were granted.
19. Complete the Single Audit Certification as directed and maintain adequate financial records to ensure complete reporting, and retain programmatic, financial, and audit records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer. Provide access upon request to the Department of Natural and Cultural Resources, Office of the State Auditor, Institute of Museum and Library Services and the Comptroller General or their designees, to all records and documents related to the award, including audit work papers in possession of any auditor of the Library.
20. Ensure that grant funds are audited in compliance with state and federal audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations, and, as applicable, according to the standards of 2 CFR 200, Subpart F - Audit Requirements, as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
21. Comply with the requirements of North Carolina General Statute 143C-6-23: "State grant funds: administration; oversight and reporting requirements" and the corresponding rules of North Carolina Administrative Code, Title 9, Subchapter 03M, "Uniform Administration of State Grants," including submission of required financial reports within six months (or nine months for \$500,000 threshold) of the end of the Library's fiscal year(s) in which grant funds are received.
22. 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 and after the term of the contract to verify accounts and data affecting fees or performance).
23. If not already on file, file with the State Library a copy of the Library's **policy addressing conflicts of interest** that may arise involving the Library's management employees and members of its board of directors, commissions, or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Library's employees or members of its board, commissions, or other governing body, from the Library's disbursing of grant funds and local matching funds and shall include actions to be taken by the Library or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. (N.C.G.S. 143C-6-23(b)). The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of N.C.G.S. 160A-479.11 and 14-234.
24. File with the State Library the Library's sworn written statement completed by the Library's board of directors or other governing body stating that, pursuant to N.C.G.S. 143C-6-23(c), the Library does not have any **overdue tax debts**, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of G.S. 160A-479.11 and 14-234.

THE STATE LIBRARY AGREES TO:

1. Award LSTA grant funds to the Library in the amount and under the terms and conditions stated above, subject to the availability of funds.
2. Pay LSTA grant funds upon receipt of reimbursement requests for approved, awarded expenditures submitted by the Library. Pay by **June 30, 2022**, all approved requests received on or before **April 15, 2022**, and by **August 31, 2022**, all approved requests received by **July 15, 2022**.
3. Assist the Library as appropriate and necessary with the implementation of this project. Provide monitoring and oversight through a combination of periodic emails, calls, visits, and review of reimbursement requests and reports.
4. Report on this project to the federal funding agency, the Institute of Museum and Library Services, and the North Carolina Office of State Budget and Management in accordance with all applicable federal and state requirements.

THIS AGREEMENT is in effect upon signing by all parties. It may be amended, if necessary, upon the mutual acceptance of a written amendment to this agreement signed and dated by the Library and the State Library. Such amendment(s) shall state any and/or all change(s) to be made. This agreement may be terminated by mutual consent with 60 days' prior written notice or as otherwise provided by law.

Returning signed agreements signifies accepting the grant award; awards not accepted by **March 31, 2022** may be withdrawn.

[Please sign below.]

<p>x _____ Signature, Library Director</p> <p>Emery Ortiz _____ Printed Name</p>	<p>_____ Date</p>
<p>x _____ Signature, Local Government or Institutional Representative</p> <p>Rodney Harris _____ Printed Name</p>	<p>_____ Date</p> <p>_____ Title</p>
<p>x _____ Signature, Susan Forbes, Interim State Librarian</p>	<p>_____ Date</p>

GRANT PROVISIONS

The following state and federal provisions apply to the LSTA grant program. Libraries awarded grants must agree to comply with these provisions.

1. Grant Agreement and Timing of Expenditures

Official notification of the grant award must be received from the State Library and a grant agreement (formal agreement between the grantee and the State Library) signed by both the representatives of the library and the State Librarian *before* any funds may be encumbered or expended for the project.

2. Allowable and Unallowable Costs

Grantees must carry out the grant project according to the approved grant application, and all federal funds must be expended solely for the purpose for which a grant was awarded. The following costs are unallowable and may not be proposed as grant project costs: bad debts, contingencies, contributions and donations, entertainment, fines and penalties, under recovery of costs under grant agreements (excess costs from one grant agreement are not chargeable to another grant agreement).

3. Legal and Regulatory Compliance

Grantees must expend grant funds in accordance with all applicable local, state, and federal laws and regulations.

4. Budget Revisions and Programmatic Changes

Grantees must not deviate from the approved budget and plan for carrying out the grant project as contained in the approved grant application unless prior approval is obtained from the State Library.

5. Records Retention

Grantees must maintain adequate records to ensure complete reporting, and retain programmatic and financial records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer.

6. Free and Open Competition

Purchases made from grant funds must be carried out to ensure free and open competition to the extent possible. Libraries eligible to purchase under state contract may use this option for grant purchases.

7. Debarment & Suspension

Transactions for the purposes of this grant will not knowingly be made with parties who have been debarred or suspended from receiving Federal financial assistance under Federal programs and activities (Debarment and Suspension Certification). See Excluded Parties List System at <https://www.sam.gov>.

8. Equipment Purchases and Inventory

Equipment with a per unit price above \$5,000 requires advance written approval from the State Library. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.

9. Publicizing & Acknowledging Funds

Grantees are required to credit IMLS/LSTA in all related publications and activities in conjunction with the use of grant funds. Grantees should publicize grant-supported activities in available and appropriate media. The following statement must be used when meeting these requirements: "This publication/activity/program was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources." Copies of any publications or materials produced under the grant must be submitted to the State Library. IMLS logos are available at http://www.imls.gov/recipients/imls_acknowledgement.aspx

10. Lobbying

Grantees are prohibited by federal law from using grant funds to pay costs associated with lobbying Congress or the public for purposes of influencing elections, legislation, or the award of any federal funds. Grantees receiving an award of over \$100,000 must file a certification regarding lobbying.

11. Non-discrimination

All library services provided as a result of federal grant funds must be available without discrimination to all members of the community served. Participation may not be denied on the basis of race, color, national origin, handicap, age, or sex. Relevant legislation includes but is not limited to the following: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-4); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); The Age Discrimination Act (42 U.S.C. 6101 *et. seq.*); 45 CFR 1110 - Nondiscrimination in federally assisted programs; 45 CFR 1170 - Nondiscrimination on the basis of handicap in federally assisted programs and activities; 45 CFR 1181 - Enforcement of nondiscrimination on the basis of handicap in programs or activities conducted by the Institute of Museum and Library Services.

12. Trafficking in Persons

Grantees must comply with 22 U.S.C. § 7104(g) which prohibits engaging in trafficking in persons, procuring a commercial sex act, or using forced labor.

13. Audit and Financial Reporting Requirements

LSTA grants must be audited in compliance with federal and state audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations. The following source documents outline the standards and requirements:

- United States Office of Management and Budget (OMB) 2 CFR 200, Subpart F - Audit Requirements
- North Carolina General Statute 143C-6-23 "State grant funds: administration; oversight and reporting requirements," and the corresponding rules of North Carolina Administrative Code, Title 09, Chapter 03M, "Uniform Administration of State Grants."

LEGAL REFERENCES:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [address grants and cooperative agreements pertaining to institutions of higher education, states, local governments, Indian tribes, and nonprofit organizations]
- 2 CFR Part 3185 - Nonprocurement debarment and suspension
- 2 CFR 3186 - Requirements for drug-free workplace

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION; LOBBYING; FEDERAL DEBT STATUS; AND NONDISCRIMINATION

1. DEBARMENT AND SUSPENSION

The grantee shall comply with 2 CFR Part 3185. The undersigned, on behalf of the grantee, certifies to the best of his or her knowledge and belief that neither the grantee nor any of its principals:

- (a) Are presently excluded or disqualified;
- (b) Have been convicted within the preceding three years of any of the offenses listed in 2 CFR section 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR section 180.800(a);
or
- (d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the grantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this submission.

The grantee is required to communicate the requirement to comply with 2 CFR Part 180 Subpart C (Responsibilities of Participants Regarding Transactions Doing Business With Other Persons) to persons at the next lower tier with whom the grantee enters into covered transactions.

2. LOBBYING

As required by Section 1352, Title 31 of the United States Code, and implemented for persons entering into a grant or cooperative agreement over \$100,000, the grantee certifies to the best of his or her knowledge and belief 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 awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than appropriated Federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the grantee) 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 contract, grant, loan, or cooperative agreement, the undersigned shall request, complete, and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3. FEDERAL DEBT STATUS

The undersigned, on behalf of the grantee, certifies to the best of his or her knowledge and belief that the grantee is not delinquent in the repayment of any Federal debt.

4. NONDISCRIMINATION

As required by the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Education Amendments of 1972, and the Age Discrimination in Employment Act of 1975, as implemented at 45 C.F.R. Part 1180.44, the undersigned, on behalf of the grantee, certifies that the grantee will comply with the following nondiscrimination statutes and their implementing regulations:

- (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving Federal financial assistance;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability in Federally-assisted programs;
- (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-83, 1685- 86), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance;
- (d) The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in Federally-assisted programs;

The undersigned further provides assurance that it will include the language of these certifications in all subawards and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the grantee, I hereby certify that the grantee will comply with the above certifications.

Signature of Authorized Certifying Official

Rodney Harris

Print Name and Title of Authorized Certifying Official

Date

I have attached my Conflict of Interest Policy

My Conflict of Interest Policy is on file

I have attached my LSTA Partner Statement(s)

My LSTA Partner Statement(s) are on file or I don't have eligible partners

Certification Regarding Debarment and Suspension; Lobbying; etc.

CIPA COMPLIANCE CERTIFICATION FORM
for Public Libraries

As the authorized library representative, I hereby certify that the library is
(check only *one* of the following boxes)

- A. CIPA Compliant
The applicant library has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

OR

- B. The CIPA requirements do not apply because no funds made available under the LSTA program will be used to purchase electronic equipment capable of accessing the Internet or to pay for direct costs associated with accessing the Internet.

Emery Ortiz

Printed name of library director

Signature of library director

Date

CIPA COMPLIANCE INFORMATION

Libraries that are neither public libraries nor public elementary or secondary school libraries are not subject to CIPA and do not have to comply with this law.

Overview

CIPA is the Children's Internet Protection Act, which applies to public libraries and public elementary and secondary school libraries seeking funds under the federal Universal Service (E-rate) program or the Library Services and Technology Act (LSTA) grant programs funded by the Institute of Museum and Library Services (IMLS) and administered by the State Library of North Carolina.

Affected Libraries

The following types of libraries applying for LSTA grants from the State Library of North Carolina must be CIPA compliant and must submit the **CIPA Compliance Certification Form** with their signed Grant Agreement.

- Public libraries
- Public school libraries
- Consortia with public and/or public school libraries

If a library type listed above is already compliant with CIPA under the rules for receiving E-rate funds, that library is not affected by the rules established for LSTA grant recipients. Accordingly, the compliance information in this document applies **only** to libraries meeting **all three** of the following conditions.

The library is:

- 1) a public library or public elementary or secondary school library,
- 2) NOT required to comply with CIPA through the federal Universal Service (E-rate) program, and
- 3) seeking LSTA funds for the purchase of technology used to access the Internet and/or for the payment of direct costs associated with accessing the Internet.

Libraries that are required to comply with CIPA because of the receipt of funds from the Universal Service (E-rate) program must adhere to a different and more stringent set of requirements. More information about those requirements may be found at <<http://statelibrary.dcr.state.nc.us/hottopic/cipa/cipa.htm>>. The compliance information in this document does not apply to libraries that must comply with CIPA under the Universal Service (E-rate) rules.

Purchases That Require CIPA Compliance

A library that is subject to CIPA under the rules for LSTA must comply with the law when either of the following are approved for purchase with LSTA funds:

- technology used to access the Internet, or
- direct costs associated with accessing the Internet (i.e., the costs of connecting to an Internet service provider [ISP]).

Requirements for Compliance

The policy requires that some form of "technology protection measure" be in use on *all* computers used to access the Internet. *This includes computers that were not purchased with LSTA funds but that are used to access the Internet.* The law provides no other guidance on technology protection measures. According to the CIPA legislation, the technology protection measure may be disabled upon the request of the user for "bona fide research or other lawful purposes." The law as applied to LSTA grant recipients *does not differentiate* between minors and adults when a request is made to disable the technology protection measure or unblock a website. Anyone may make such a request. For purposes of CIPA, a "minor" is someone under 17 years of age.

To receive LSTA funds for purchases listed above, the library must have in place a policy of:

- a) Internet safety for minors that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (I) obscene; (II) child pornography; or (III) harmful to minors; and is enforcing the operation of such technology protection measure during any use of such computers by minors; and
- b) Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (I) obscene; (II) child pornography; and is enforcing the operation of such technology protection measure during any use of such computers.”

Note that the difference between (a) and (b) is that (a) applies to minors and includes the category of “visual depictions” that are “harmful to minors”, while (b) applies to adults and does not include the category “harmful to minors”.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning and Development - Weatherization American Rescue Plan Act Budget Amendment

BRIEF SUMMARY:

Attached is a budget amendment for the first phase of funding for the Weatherization American Rescue Plan Act. The first phase is designed to provide some Heating and Air Repair and Replacement funding as well as ramp up for staffing to address the additional upcoming funding. Staff will not move forward with any additional staffing until we are provided the amount of funding for the next phase as well as the time frame in which those funds are to be expended. Staff will come back to the Board of Commissioners for approval of any additional staffing for this program.

REQUESTED ACTION:

Motion to adopt the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, AICP
Planning and Development Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Budget Amendment

Budget Revision/Amendment Request

Date: March 21st, 2022

Amount: 62,243.00

Dept. Head: Kelly Sifford

Department: Community Development

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

To allocate funds received for ARPA LIHEAP Weatherization Assistance Program Covid-19 related expenses, and to allocate funds for ARPA Heating and Air Repair and Replacement Program to replace 2 heating and air units.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	3250-622701-ARP	WX ARP Program Funds	-	47,957.00		47,957.00
001	6	3250-6258-ARP	ARP HARP Program Funds		14,286.00		14,286.00
001	9	3250-9315-ARP	ARP Health & Safety		500.00		500.00
001	9	3250-9330-ARP	ARP Tools & Minor Equipment		2,800.00		2,800.00
001	9	3250-9340-ARP	ARP Uniforms		1,000.00		1,000.00
001	9	3250-9420-ARP	Cell Phones		648.00		648.00
001	9	3250-9493-ARP	ARP Operations		15,040.00		15,040.00
001	9	3250-9610-ARP	ARP Travel & Education		12,969.00		12,969.00
001	9	3250-9622-ARP	ARP Contracted Services		15,000.00		15,000.00
001	9	3250-9101-ARPH	ARP Salaries and Wages		680.00		680.00
001	9	3250-9384-ARPH	Materials - ARP		10,000.00		10,000.00
001	9	3250-9493-ARPH	Operations - ARP		3,606.00		3,606.00

Total 124,486.00

Budget Officer

Approved

Denied

County Manager

Approved

Denied

Board of Commissioners

Approved

Denied

Signature

Sianature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Register of Deeds - Excise Tax

BRIEF SUMMARY:

The law offices of Brent F. King errantly recorded three documents in Cabarrus County which should have been recorded in Rowan County. The documents were as follows: Deed in Book 15717 at page 201-excise tax \$310. Deed in Book 15712 at page 60-excise tax \$272. Deed of Trust in Book 15717 at page 204.

The King law firm has since filed a corrective affidavit and recorded the documents in Rowan County.

The King law firm has requested a refund of excise taxes and recording fees paid to Cabarrus County regarding these documents. NC Statutes provide for a refund of excise taxes but not recording fees. The total excise tax to be refunded is \$582.

REQUESTED ACTION:

Motion in compliance with NCGS 105-228.37 to authorize a refund of excise tax to the King Law firm in the amount of \$582.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Wayne Nixon, Register of Deeds

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Backup Materials

BRENT F. KING
HOLLY E. DOWD

TELEPHONE (704)896-3070
FACSIMILE (704)893-3097

Hello,

The purpose of this letter is to request a refund for recording fees and excise tax for Multiple Deeds and Deed of Trust that was errantly recorded in Cabarrus county instead of rowan county. The Deeds that were errantly recorded is located in Book: 15712, Page: 0060 instrument# 51841, Book: 15717, Page: 0201 Instrument #52162 in the Cabarrus county register of deeds. The Deed of Trust that was errantly recorded is located in Book: 15717, Page: 0204 Instrument# 52163

The Deeds have since been correctly recorded in Book: 1394 Page: 15, and Book: 1394 Page: 19 of the Rowan County register of deeds. The Deed of Trust has also been correctly recorded in Book: 1394 Page: 20 in the Rowan County Register of Deed Per general statute GS 105-228.37 if a deed is errantly recorded in the wrong county a corrective instrument must be recorded address the mistakes outlined by our offices. This corrective instrument has been recorded in Book: 15824 Page:0322 of the Cabarrus county register of deeds outlining the errantly recorded deed. We have attached both the Cabarrus county recorded Deeds/DOT's and Rowan county recorded Deed/DOT's for reference. As well as the corrective instrument for Cabarrus county.

THE TOTAL AMOUNT OF EXCISE TAX REFUNDED SHOULD BE AS FOLLOWS:

Deed
Book: 15717 Page: 0201
Excise Tax: \$310.00

Deed
Book: 15712 Page: 0060
Excise Tax: \$272.00

DOT
Book: 15717 Page: 204
Excise Tax: \$0.00

Total Recording Fees: \$116.00
Total Excise Tax: \$582.00

board of county commissioners of the county where the tax was paid. The request must be filed within six months after the date the tax was paid and must explain why the taxpayer believes a refund is due.

(b) **Hearing by County.** - A board of county commissioners must conduct a hearing on a request for refund. Within 60 days after a timely request for a refund has been filed and at least 10 days before the date set for the hearing, the board must notify the taxpayer in writing of the time and place at which the hearing will be conducted. The date set for the hearing must be within 90 days after the timely request for a hearing was filed or at a later date mutually agreed upon by the taxpayer and the board. The board must make a decision on the requested refund within 90 days after conducting a hearing under this subsection.

(c) **Process if Refund Granted.** - If the board of commissioners decides that a refund is due, it must refund the overpayment, together with any applicable interest, to the taxpayer and inform the Department of the refund. The Department may assess the taxpayer for the amount of the refund in accordance with G.S. 105-241.9 if the Department disagrees with the board's decision.

(d) **Process if Refund Denied.** - If the board of commissioners finds that no refund is due, the written decision of the board must inform the taxpayer that the taxpayer may request a departmental review of the denial of the refund in accordance with the procedures set out in G.S. 105-241.11.

(e) **Recording Correct Deed.** - Before a tax is refunded, the taxpayer must record a new instrument reflecting the correct amount of tax due. If no tax is due because an instrument was recorded in the wrong county, then the taxpayer must record a document stating that no tax was owed because the instrument being corrected was recorded in the wrong county. The taxpayer must include in the document the names of the grantors and grantees and the deed book and page number of the instrument being corrected.

When a taxpayer records a corrected instrument, the taxpayer must inform the register of deeds that the instrument being recorded is a correcting instrument. The taxpayer must give the register of deeds a copy of the decision granting the refund that shows the correct amount of tax due. The correcting instrument must include the deed book and page number of the instrument being corrected. The register of deeds must notify the county finance officer and the Secretary when the correcting instrument has been recorded.

(f) **Interest.** - An overpayment of tax bears interest at the rate established in G.S. 105-241.21 from the date that interest begins to accrue. Interest begins to accrue on an overpayment 30 days after the request for a refund is filed by the taxpayer with the board of county commissioners. (2000-170, s. 2; 2007-491, s. 24; 2011-330, s. 30(a).)

CORRECTIVE AFFIDAVIT

Giving notice of typographical or other minor error pursuant to NCGS 47-36.1

Title of Original Instrument: Deed
Date of Recording: December 09, 2021, December 13,2021,
Recording Book and Page: Book 15712, Page 0060 and Book 15717, Page 201 and Book: 15717 Page: 204

Original Parties to the Instrument:

Book: 15712 Page 0060

Grantor(s): Shonda Treece Brawley and Robert M Brawley, a married couple
Grantee(s): Solution Home Buyers LLC, A Florida Limited Liability Company

Book: 15717 Page: 0204

Grantor(s): Strategic Property Group LLC
Grantee(s): Easy Street Capital investments LLC

Book: 15717 Page:0201

Grantor(s): Solution Home Buyers LLC, a Florida Limited Liability Company
Grantee(s): Strategic Property Group LLC, a North Carolina Limited Liability Company
(Add others here if necessary)

Now comes the undersigned as Closing Attorney, being first duly sworn and does say the following:

1. Through mutual mistake, inadvertence or mistake of the draftsmen the Instrument referenced above, (Deed in Book 15712 at Page 0060) contained the following typographical or other minor error:

The Deed referenced above in Book 15712 Page 0060 Instrument # 51841, Book 15712 was errantly recorded in Cabarrus County instead of Rowan County. The deed has now been correctly recorded in Book 1394 Page 15 of the Rowan County Register of deeds.

2. Through mutual mistake, inadvertence or mistake of the draftsmen the Instrument referenced above, (Deed in Book 15717 at Page 0201) contained the following typographical or other minor error:

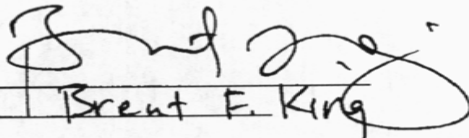
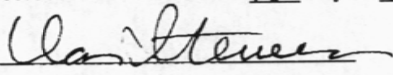
The Deed referenced above in Book 15717 Page 0201 Instrument #52162, was errantly recorded in Cabarrus County instead of Rowan County. The deed has now been correctly recorded in Book 1394 Page 19 of the Rowan County Register of deeds.

Submitted electronically by The Law Offices of Brent F King PLLC in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Cabarrus County Register of Deeds.

3. Through mutual mistake, inadvertence or mistake of the draftsmen the Instrument referenced above, (Deed in Book 15717 at Page 0204) contained the following typographical or other minor error:

The Deed referenced above in Book 1517 Page 0204 Instrument #52163, was errantly recorded in Cabarrus County instead of Rowan County. The deed has now been correctly recorded in Book 1394 Page 20 of the Rowan County Register of deeds.

See Attached "Exhibit A" For a more detailed definition of the property referenced above.

Signature of Affiant: 
Print Name: Brent F. King
State of North Carolina County of Mecklenburg
Sworn to and subscribed before me this 02nd day of February, 2022.
Notary Public: 
My Commission Expires: 07/14/2026

SEAL

Ian Stevens
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires July 14, 2026

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$272.00

Parcel Identifier No. 244111 Verified by _____ County on the ____ day of _____, 20__

By: _____

Mail/Box to: The Law Offices of Brent F. King, PLLC, 8604 Cliff Cameron Drive, Suite 187, Charlotte, NC 28269

This instrument was prepared by: The Law Offices of Brent F. King, PLLC, 8604 Cliff Cameron Drive, Suite 187, Charlotte, NC 28269

Brief description for the Index: See Exhibit A.

Address: 166 Dusty Oaks Trail Kannapolis, NC 28081

PID: 244111

THIS DEED made this ____ day of _____, 20__, by and between

GRANTOR	GRANTEE
Shonda Treece Brawley and Robert M Brawley, a married couple <u>150 Mcfield Drive China Grove NC 28023</u>	Solution Home Buyers LLC, A Florida Limited Liability Company 19825-B North Cove #180 Cornelius Cornelius, NC 28031

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Kannapolis, Kannapolis City, Cabarrus County, North Carolina and more particularly described as follows:

See Exhibit A

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1332 Page 580.

All or a portion of the property herein conveyed ____ includes or __x__ does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Book x Page x.

Submitted electronically by The Law Offices of Brent F King PLLC in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Cabarrus County Register of Deeds.

Property Identification Number 244 111
This is not a certification that the Rowan County Property Identification Number matches this Deed description.
Tonya Parnell
Rowan Co. Tax Collections Manager Clerk KK 1/28/22 2:03 pm
Date/Time

Recorded: 01/28/2022 at 02:15:52 PM
Fee Amt: \$298.00 Page 1 of 3
Revenue Tax: \$272.00
Rowan, NC
J. E. Brindle Register of Deeds
BK **1394** PG **15**

3/26
EXTX 272
ES

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$272.00

Parcel Identifier No. 244111 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: The Law Offices of Brent F. King, PLLC, 8604 Cliff Cameron Drive, Suite 187, Charlotte, NC 28269

This instrument was prepared by: The Law Offices of Brent F. King, PLLC, 8604 Cliff Cameron Drive, Suite 187, Charlotte, NC 28269

Brief description for the Index: See Exhibit A

Address: 166 Dusty Oaks Trail Kannapolis, NC 28081
PID: 244111

THIS DEED made this ____ day of _____, 20__, by and between

GRANTOR	GRANTEE
Shonda Treece Brawley and Robert M Brawley, a married couple <u>150 mefield Drive</u> <u>China Grove NC 28023</u>	Solution Home Buyers LLC, A Florida Limited Liability Company 19825-B North Cove #180 Cornelius Cornelius, NC 28031

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Kannapolis, Kannapolis City, ~~Cabarrus~~ Rowan County, North Carolina and more particularly described as follows:

See Exhibit A

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1332 Page 580.

All or a portion of the property herein conveyed ____ includes or __x__ does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Book x Page x.

1

fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

 (Entity Name) Shonda Treece Brawley (SEAL)
 Print/Type Name: Shonda Treece Brawley

By: _____
 Print/Type Name & Title: _____ Robert M Brawley (SEAL)
 Print/Type Name: Robert M Brawley

By: _____ (SEAL)
 Print/Type Name & Title: _____ Print/Type Name: _____

By: _____ (SEAL)
 Print/Type Name & Title: _____ Print/Type Name: _____

State of North Carolina - County of Mecklenburg

I, the undersigned Notary Public of the County and State aforesaid, certify that Shonda Treece Brawley and Robert M Brawley personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 8th day of December, 2021.

My Commission Expires: 7-14-2026 Ian Stevens
Ian Stevens, Notary Public

State of _____ - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged that he/she is the _____ of _____, a North Carolina or corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____, Notary Public

State of _____ - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____, Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Register of Deeds for _____ County

By: _____ Deputy/Assistant - Register of Deeds

Ian Stevens
 NOTARY PUBLIC
 Mecklenburg County, NC
 My Commission Expires July 14, 2026

Adjoining the land of Maude Stephens McQuay and J. F. McKnight and more particularly described as follows:

Beginning at an iron stake in the northern edge of Sandy Ridge-- Enochville Road, a corner with Maude Stephens McQuay and runs thence S. 87-00 W. 324.58 feet with the northern edge of said road to a nail... a new corner with Odis R. Treece; thence a new line N. 7-27-45 W. 139.73 feet (passing an iron stake on line at 5.08 feet) to an iron stake, a new corner in the old line of J. F. McKnight; thence N. 87-06-54 E. 343.68 feet with the old line of J. F. McKnight to an iron stake, a corner with Maude Stephens McQuay; thence S. 00-18 W. 138.85 feet with the line of McQuay to the point of beginning.

Address: 166 Dusty Oaks Trail Kannapolis, NC 28081

PID: 244111

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$310.00

Parcel Identifier No. 244111 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: The Law Offices of Brent F. King, PLLC, 7930 West Kenton Circle, STE 305, Cornelius, NC 28031

This instrument was prepared by: The Law Offices of Brent F. King, PLLC, 7930 West Kenton Circle, STE 305, Cornelius, NC 28031

Brief description for the Index: See Exhibit A

Address: 166 Dusty Oaks Trail Kannapolis, NC 28081
PID: 244111

THIS DEED made this ____ day of _____, 20__, by and between

GRANTOR	GRANTEE
Solution Home Buyers LLC, a Florida Limited Liability Company 19825-B North Cove #180 Cornelius Cornelius, NC 28031	Strategic Property Group LLC, A North Carolina Limited Liability Company 349-L Copperfield Blvd Ste 328 Concord, NC 28025

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Kannapolis, Kannapolis City, Cabarrus County, North Carolina and more particularly described as follows:

See Exhibit A

Address: 166 Dusty Oaks Trail Kannapolis, NC 28081
PID: 244111

The property hereinabove described was acquired by Grantor by instrument recorded in Book 15712 Page 60.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Solution Home Buyers LLC, a Florida Limited Liability Company (Entity Name) _____ (SEAL)
Print/Type Name: _____

By: Rochelle Fenlason _____ (SEAL)
Print/Type Name & Title: Rochelle Fenlason, Member Manager _____
Print/Type Name: _____

By: _____ (SEAL)
Print/Type Name & Title: _____
Print/Type Name: _____

By: _____ (SEAL)
Print/Type Name & Title: _____
Print/Type Name: _____

State of _____ - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20_____.

My Commission Expires: _____, Notary Public

State of North Carolina - County of Meck

I, the undersigned Notary Public of the County and State aforesaid, certify that Rochelle Fenlason, personally appeared before me this day and acknowledged that he/she is the Member Manager of Solution Home Buyers LLC, a Florida Limited Liability Company, a ~~North Carolina or corporation/limited liability company/general partnership/limited partnership~~ (strike through the inapplicable), and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 10th day of December, 2021.

My Commission Expires: 07/14/2026 _____
Ian Stevens, Notary Public

State of _____ - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20_____.

My Commission Expires: _____, Notary Public

Ian Stevens
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires July 14, 2026

Adjoining the land of Maude Stephens McQuay and J. F. McKnight and more particularly described as follows:

Beginning at an iron stake in the northern edge of Sandy Ridge Enochville Road, a corner with Maude Stephens McQuay and runs thence S. 87-00 W. 324.58 feet with the northern edge of said road to a nail, a new corner with Odis R. Treece; thence a new line N. 7-27-45 W. 139.73 feet (passing an iron stake on line at 5.08 feet) to an iron stake, a new corner in the old line of J. F. McKnight; thence N. 87-06-54 E. 343.68 feet with the old line of J. F. McKnight to an iron stake, a corner with Maude Stephens McQuay; thence S. 00-18 W. 138.85 feet with the line of McQuay to the point of beginning.

Address: 166 Dusty Oaks Trail Kannapolis, NC 28081

PID: 244111

This is not a certification that the Rowan County Property Identification Number matches this Deed description.

Tonya Parnell
Rowan Co. Tax Collections Manager

KK 1/28/22 2:03 pm
Clerk Date/Time

Recorded: 01/28/2022 at 02:20:50 PM
Fee Amt: \$336.00 Page 1 of 3
Revenue Tax: \$310.00
Rowan, NC
J. E. Brindle Register of Deeds

BK **1394** PG **19**

3/20
EXTX 310
ES

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$310.00

Parcel Identifier No. 244111 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: The Law Offices of Brent F. King, PLLC, 7930 West Kenton Circle, STE 305, Cornelius, NC 28031

This instrument was prepared by: The Law Offices of Brent F. King, PLLC, 7930 West Kenton Circle, STE 305, Cornelius, NC 28031

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PID: 244111

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GRANTOR	GRANTEE
Solution Home Buyers LLC, a Florida Limited Liability Company 19825-B North Cove #180 Cornelius Cornelius, NC 28031	Strategic Property Group LLC, A North Carolina Limited Liability Company 349-L Copperfield Blvd Ste 328 Concord, NC 28025

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Kannapolis, Kannapolis City, ~~Cabarrus~~ Rowan County, North Carolina and more particularly described as follows:

See Exhibit A

Address: 166 Dusty Oaks Trail Kannapolis, NC 28081
PID: 244111

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ Page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Solution Home Buyers LLC, a Florida Limited Liability Company _____ (SEAL)
(Entity Name) Print/Type Name: _____

By: Rochelle Fenlason _____ (SEAL)
Print/Type Name & Title: Rochelle Fenlason, Member Manager Print/Type Name: _____

By: _____ (SEAL)
Print/Type Name & Title: _____ Print/Type Name: _____

By: _____ (SEAL)
Print/Type Name & Title: _____ Print/Type Name: _____

State of _____ - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20_____.

My Commission Expires: _____, Notary Public

State of North Carolina - County of Meck

I, the undersigned Notary Public of the County and State aforesaid, certify that Rochelle Fenlason, personally appeared before me this day and acknowledged that he/she is the Member Manager of Solution Home Buyers LLC, a Florida Limited Liability Company, a North Carolina ~~or corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable)~~, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 10th day of December, 2021.

My Commission Expires: 07/14/2026 _____
Ian Stevens, Notary Public

State of _____ - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20_____.

My Commission Expires: _____, Notary Public

Ian Stevens
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires July 14, 2026

Adjoining the land of Maude Stephens McQuay and J. F. McKnight and more particularly described as follows:

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Address: 166 Dusty Oaks Trail Kannapolis, NC 28081

PID: 244111

WHEN RECORDED, RETURN TO:

Easy Street Capital Investments, LLC
201 West 5th Street, Suite 1100, Office 24
Austin, Texas 78701

Prepared By:
Geraci Law Firm

Property ID No.: 244111

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING, AND SECURITY AGREEMENT

Note Amount: \$140,000.00
Property Address: 166 Dusty Oaks Trail, Kannapolis, North Carolina 28081

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH THE NORTH CAROLINA UNIFORM COMMERCIAL CODE.

This Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement (the "Security Instrument" or "Deed of Trust") is made as of December 10, 2021, among Strategic Property Group LLC, a North Carolina limited liability company ("Borrower"), whose address is 209 South East Avenue, Kannapolis, North Carolina 28083; Matthew Williams, as trustee ("Trustee"); and Easy Street Capital Investments, LLC, as beneficiary ("Lender"), whose address is 201 West 5th Street, Suite 1100, Office 24, Austin, Texas 78701.

TRANSFER OF RIGHTS IN THE PROPERTY

Borrower, in consideration of (i) the loan in the original principal amount of One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) evidenced by that certain Note (as defined in this Security Instrument) dated as of December 10, 2021, executed by Borrower and made payable to the order of Lender, (ii) the trust created by this Security Instrument, and to secure to Lender the repayment of the Indebtedness (as defined in this Security Instrument), and all renewals, extensions and modifications thereof, and the performance of the covenants and agreements of Borrower contained in the Loan Documents, excluding the Environmental Indemnity Agreement (as defined in this Security Instrument), irrevocably and unconditionally MORTGAGES, GRANTS, WARRANTS, CONVEYS, BARGAINS, SELLS, AND ASSIGNS to Trustee, in trust, for benefit of Lender, with power of sale and right of entry and possession, the Mortgaged Property (as defined in this Security Instrument), including the real property located in Rowan, State of North Carolina, and described in Exhibit A attached to this Security Instrument and incorporated by reference, to have and to hold such Mortgaged Property unto Trustee and Trustee's successors and assigns, forever; Borrower hereby releasing, relinquishing and waiving, to the fullest extent allowed by law, all rights and benefits, if any, under and by virtue of the homestead exemption laws of the property jurisdiction, if applicable; provided, however, that if the Indebtedness is paid in full as and when it becomes due and payable and the Obligations are performed on or before the date they are to be performed and discharged, then the liens, security interests, estates, and rights granted by the Loan Documents shall terminate; otherwise, they shall remain in full force and effect. As additional security for the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower grants to Lender a security interest in the Personalty, Fixtures, Leases, and Rents under Article

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Approval of Regular Meeting Agenda

SUBJECT:

BOC - Approval of Regular Meeting Agenda

BRIEF SUMMARY:

The proposed agenda for the March 21, 2022 regular meeting is attached.

REQUESTED ACTION:

Motion to approve the agenda for the March 21, 2022 regular meeting as presented including scheduling the public hearings.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Proposed March 21, 2022 Regular Meeting Agenda

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**March 21, 2022
6:30 PM**

MISSION STATEMENT

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

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

INVOCATION

A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Proclamation - National County Government Month April 2022
2. Proclamation - National Donate Life Month April 2022

D. INFORMAL PUBLIC COMMENTS

E. OLD BUSINESS

1. Solid Waste - Ordinance Acknowledging the Renewal of the Solid Waste Collection and Disposal Franchise Agreement through December 31, 2027 - Second Reading

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 - PARTF Grant Request

2. Active Living and Parks - Senior Center Grant Funds
3. Appointments (Removals) - Adult Care Home Community Advisory Committee
4. Appointments and Removals - Public Health Authority of Cabarrus County
5. Cooperative Extension - 4-H Afterschool Cannon Foundation Grant
6. DHS - Budget Revision for Additional Funds
7. DHS - Budget Revision for Adult Protective Services (APS) Essential Funds
8. Finance - Audit Contract for Fiscal Years Ending June 30, 2022
9. Finance - Cabarrus County Reimbursement Resolution for Limited Obligation Bonds 2022B
10. Finance - Cabarrus County School Mobile Unit Request
11. Finance - Occupancy Tax Waiver
12. Human Resources - Personnel Ordinance Changes - Compensation
13. Infrastructure and Asset Management - Reciprocal Easement for Building Adjacent to County Parking Garage
14. Infrastructure and Asset Management - Recommended Approval of Preferred Alternates for Sheriff's Office Firing Range Renovations
15. Infrastructure and Asset Management - Sale of Surplus Vehicle to Davidson County Sheriff's Office
16. Library - Approval of Budget Amendment
17. Planning and Development - Weatherization American Rescue Plan Act Budget Amendment
18. Register of Deeds - Excise Tax
19. Tax Administration - Refund and Release Reports - February 2022

G. NEW BUSINESS

1. County Manager - Public Private Partnership for Library and Senior Center - Public Hearing 6:30 p.m.
2. Finance - Debt Refunding of Limited Obligations Bonds - Public Hearing 6:30 p.m.
3. Finance - Installment Financing Contract 2022B Draw-Down LOBS for Various School and County Projects - Public Hearing 6:30 p.m.
4. Fire Marshal - Fire Study - Fire District Boundary Modifications - Public Hearing 6:30 p.m.
5. Planning and Development - Request to Consider Changing the Name of Merrivee Drive to Miller Park Drive - Public Hearing 6:30 p.m.
6. Planning and Development - Community Development New Position

H. REPORTS

1. BOC - Receive Updates from Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
2. BOC - Request for Applications for County Boards/Committees
3. Budget - Monthly Budget Amendment Report
4. Budget - Monthly Financial Update

5. County Manager - Monthly Building Activity Reports
6. County Manager - Monthly New Development Report
7. EDC - February 2022 Monthly Summary Report

- I. GENERAL COMMENTS BY BOARD MEMBERS**
- J. WATER AND SEWER DISTRICT OF CABARRUS COUNTY**
- K. CLOSED SESSION**
- L. ADJOURN**

Scheduled Meetings

April 4	Work Session	4:00 p.m.	Multipurpose Room
April 14	Budget Meeting	4:00 p.m.	Multipurpose Room
April 19	Regular Meeting	6:30 p.m.	BOC Meeting Room
April 20	Cabarrus Summit	6:00 p.m.	Cabarrus Arena
May 2	Work Session	4:00 p.m.	Multipurpose Room
May 16	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.

**Cabarrus County Television Broadcast Schedule
Cabarrus County Board of Commissioners' Meetings**

The most recent Commissioners' meeting is broadcast at the following days and times. Agenda work sessions begin airing after the 1st Monday of the month and are broadcast for two weeks up until the regular meeting. Then the regular meeting begins airing live the 3rd Monday of each month and is broadcast up until the next agenda work session.

Sunday - Saturday	1:00 P.M.
Sunday - Tuesday	6:30 P.M.
Thursday & Friday	6:30 P.M.

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**March 7, 2022
4:00 PM**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation and Acquisition of Real Property

BRIEF SUMMARY:

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

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
