



CABARRUS COUNTY BOARD OF COMMISSIONERS

**WORK SESSION
APRIL 4, 2016
4:00 P.M.**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA – CHAIRMAN

2.1 Including the Changes to the Agenda Pg. 83

3. DISCUSSION ITEMS – NO ACTION

- 3.1 County Manager – Wallace Park Phase I Update Pg. 2
- 3.2 DHS – Childcare Access Portal (PORCH) Pg. 5
- 3.3 Finance – NC Education Lottery History and Future Estimate Report Pg. 7
- 3.4 IAM – EMS #2 Equipment Storage Warehouse Feasibility Study Update Pg. 10

4. DISCUSSION ITEMS FOR ACTION AT APRIL 18, 2016 MEETING

- 4.1 Human Resources – Springsted Compensation Study Overview and Recommendations Pg. 29
(MOVED TO MAY)
- 4.2 County Manager – Cardinal Innovations Modification to Sublease Pg. 30
- 4.3 DHS – Review of Bids to Provide Bulk Catering Services to the LunchPlus Club Program Pg. 36
- 4.4 EMS – Non-Emergency Franchise Renewal for American TransMed Pg. 39
- 4.5 Finance – LOBS 2016 Proceeds, Capital Reserve Funding and Related Budget Amendment
Pg. 57
- 4.6 IAM – Construction and Demolition Landfill – Expansion Option Pg. 66
- 4.7 Planning and Development – Duke Helping Home Grant Funds Pg. 70
- 4.8 County Manager – Memorandum of Understanding for Improvement to Bill McGee Road
Pg. 84 (ADDITION)

3. DISCUSSION ITEMS – NO ACTION (CONTINUED)

- 3.5 BOC - Discussion of Performance Measurement Objectives Pg. 78

5. APPROVAL OF REGULAR MEETING AGENDA Pg. 79

6. CLOSED SESSION

- 6.1 Closed Session – Economic Development Pg. 82

7. ADJOURN



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

APRIL 4, 2016
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

County Manager - Wallace Park Phase I Update

BRIEF SUMMARY:

The schematic design for Phase I of Wallace Park has been completed and will be reviewed with the Board. In addition, the property exchange previously approved in principle with Robert and Donna Wallace is almost ready to complete and information related to that will be presented.

REQUESTED ACTION:

For information purposes.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Jonathan Marshall, Deputy County Manager
Kyle Bilafer, Infrastructure & Asset Management Director
Londa Strong, Active Living & Parks Director

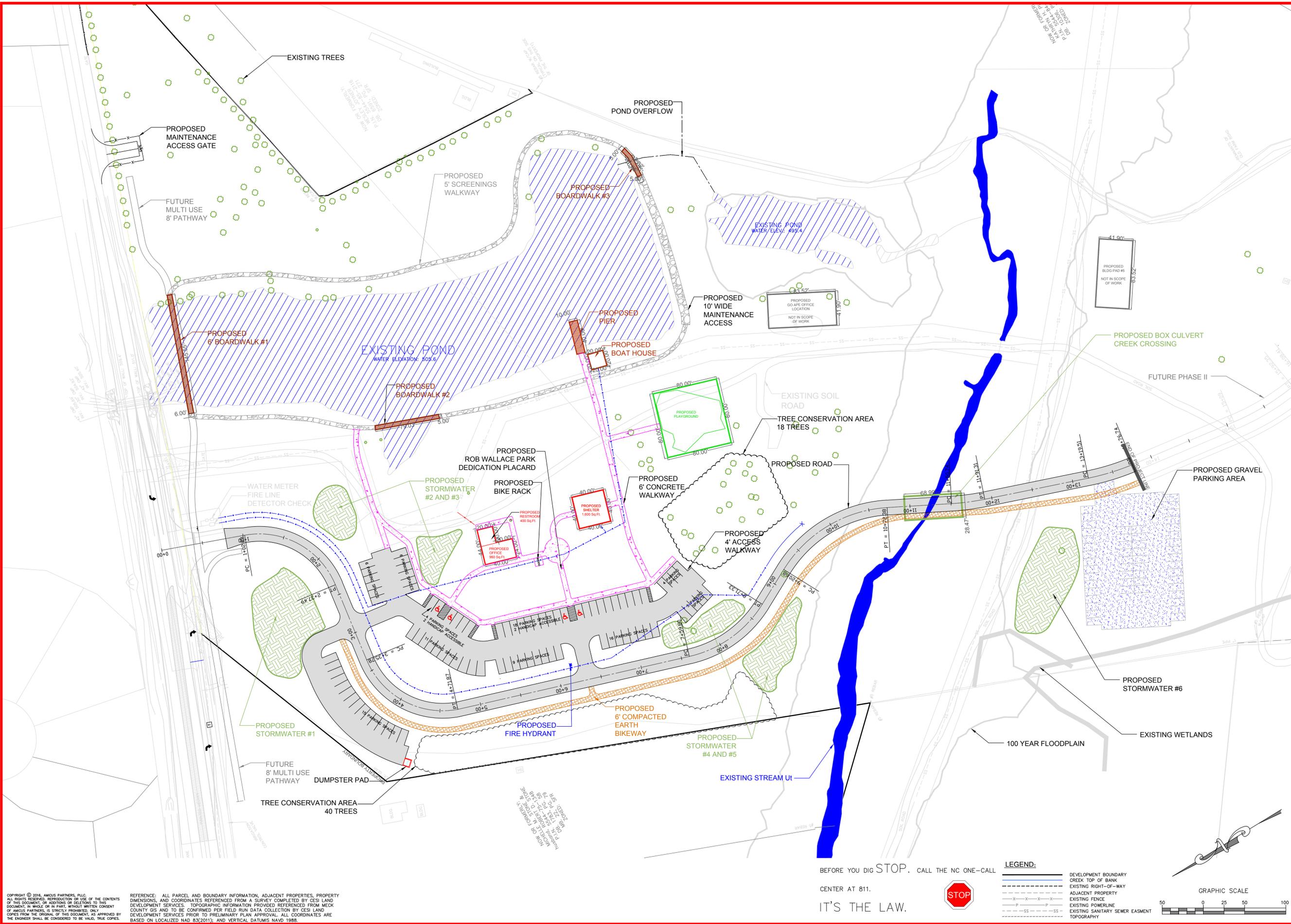
BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Phase IA Park Design for Wallace Park](#)
-



AP
Amicus Partners, PLLC

Firm License # P-1191
331 Coddle Market Drive
Suite 110
Concord, NC 28027

Civil Site Design
Low Impact Development
Small-Scale Building Design

Telephone: 704.573.1621
Facsimile: 704.248.7951

Seals:

FOR:
MR. KYLE BILAYER
INFRASTRUCTURE AND ASSET MANAGEMENT
CABARRUS COUNTY GOVERNMENTAL CENTER
PO BOX 707
CONCORD, NC 28026

Project Number: 17-16-010
Date: 03-08-2016
Drawn By: MB
Checked By: RCL

Revisions:	
03/08/16	ORIGINAL SUBMITTAL

Sheet Title:

Rendering Plan

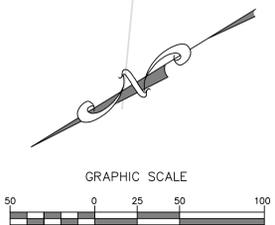
Sheet No:

C-2.0B

BEFORE YOU DIG STOP. CALL THE NC ONE-CALL CENTER AT 811. IT'S THE LAW.



- LEGEND:**
- DEVELOPMENT BOUNDARY
 - CREEK TOP OF BANK
 - EXISTING RIGHT-OF-WAY
 - ADJACENT PROPERTY
 - ADJACENT PROPERTY
 - EXISTING FENCE
 - EXISTING POWERLINE
 - EXISTING SANITARY SEWER EASMENT
 - TOPOGRAPHY



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REFERENCE: ALL PARCEL AND BOUNDARY INFORMATION, ADJACENT PROPERTIES, PROPERTY DIMENSIONS, AND COORDINATES REFERENCED FROM A SURVEY COMPLETED BY CESI LAND DEVELOPMENT SERVICES. TOPOGRAPHIC INFORMATION PROVIDED REFERENCED FROM MECK COUNTY GIS AND TO BE CONFIRMED PER FIELD RUN DATA COLLECTION BY CESI LAND DEVELOPMENT SERVICES PRIOR TO PRELIMINARY PLAN APPROVAL. ALL COORDINATES ARE BASED ON LOCALIZED NAD 83(2011), AND VERTICAL DATUMS NAVD 1988.



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

APRIL 4, 2016
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

DHS - Childcare Access Portal (PORCH)

BRIEF SUMMARY:

The Department of Human Services (DHS) has collaborated with Partnership for Children and the IT Department to create an online childcare access network called PORCH (Portal of Resources for Children). This new access portal will allow citizens to inquire about potential eligibility for an array of childcare services and will connect parents to the most appropriate program.

The portal should help streamline the process of finding childcare assistance for parents through between DHS and Partnership for Children while improving customer service for those seeking assistance.

The PORCH access network portal can be found at the following website:
<https://porch.cabarruscounty.us>

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Ben Rose, Human Services Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

APRIL 4, 2016
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Finance - NC Education Lottery History and Future Estimate Report

BRIEF SUMMARY:

A history of the NC Education Lottery will be provided along with estimates and possible uses for FY16 through FY18.

REQUESTED ACTION:

Receive report and provide guidance for future use of NC Education Lottery Funds.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

- _____
 - [Lottery Estimates](#)
[Lottery History](#)
-

LOTTERY							
					KCS	KCS	KCS
	Cabarrus	Cabarrus	Cabarrus		(Cabarrus)	(Cabarrus)	(Cabarrus)
Received date:	Distribution	Interest	Total		Distribution	Interest	Total
Cummulative	25,031,758.00	478,022.38	25,509,780.38		3,457,798.00	86,693.01	3,544,491.01
Projects							
Carl A Furr Elementary	2,616,114.00						
A L Brown Auditorium					300,000.00		
Shady Brook Elem					59,118.90		
Charles E. Boger Elem	317,307.10						
AL Brown Add & Renov					465,000.00		
HRMS Eng & Arch	1,716,850.00						
AL Brown Add & Renov					225,829.62		
HRMS Construction	2,517,071.83						
2011-12 Debt Service	1,507,928.00				205,627.00		
2012-13 Debt Service	6,371,266.00				936,252.00		
2013-14 Debt Service	4,273,257.00				638,533.00		
2014-15 Debt Service	1,900,000.00				300,000.00		
2015-16 Debt Service	1,800,000.00				200,000.00		
Total of Project Allocations	23,019,793.93				3,330,360.52		
Unallocated Balances	2,489,986				214,130		

Lottery Estimates			
FY 2016 through FY 2018			
	Cabarrus County Schools	Kannapolis City Schools	Total
Balance 3-17-16	\$ 3,564,666	\$ 358,773	\$ 3,923,440
Estimated Revenue (3-18-16 to 6-30-16)	725,320	55,357	780,677
Debt Service Payment	(1,800,000)	(200,000)	(2,000,000)
Estimated 6-30-16 Balance	\$ 2,489,986	\$ 214,130	\$ 2,704,117
Estimated Revenue FY17 1st 3 quarters	1,512,000	171,750	1,683,750
Debt Service Payment FY17	(1,800,000)	(200,000)	(2,000,000)
One time projects	(1,500,000)	(100,000)	(1,600,000)
Estimated 6-30-17 Balance at March 2017	701,986	85,880	787,867
last quarter	504,000	57,250	561,250
Estimated balance 6-30-17	\$ 1,205,986	\$ 143,130	\$ 1,349,117
Estimated Revenue FY18	2,016,000	229,000	2,245,000
Debt Service Payment FY18	(1,800,000)	(200,000)	(2,000,000)
Estimated balance 6-30-18	\$ 1,421,986	\$ 172,130	\$ 1,594,117



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

APRIL 4, 2016
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

IAM - EMS #2 Equipment Storage Warehouse Feasibility Study Update

BRIEF SUMMARY:

Phases 1-4 of the equipment storage warehouse feasibility study have been completed for the EMS #2 site. The site survey has been completed, building and zoning code restrictions have been identified, and staff has met with the adjacent parcel owners. In addition to space needs, layout design, and rendering a preliminary construction cost figure has been provided.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Bilafer, Director of Infrastructure and Asset Management
Michael Miller, Asst. Director of Infrastructure and Asset Management

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Emergency Vehicle and Equipment Storage Building Feasibility Study](#)
 - [Rendering](#)
-



CABARRUS COUNTY EMERGENCY VEHICLE AND EQUIPMENT STORAGE BUILDING

FEASIBILITY STUDY

PREPARED FOR:
CABARRUS COUNTY
INFRASTRUCTURE AND
ASSET MANAGEMENT

FEBRUARY 26, 2016

Morris·Berg
ARCHITECTS



AIA Charlotte
Firm of the Year

Attachment number 1 \n

TABLE OF CONTENTS

Introduction... Page 1

Existing Site Conditions... Page 2

Regulatory Compliance... Page 4

Facility Recommendations... Page 5

Preliminary Opinion of Construction Costs... Page 11

Appendix... Page 12

INTRODUCTION

Morris-Berg Architects has prepared this Feasibility Study at the request of the Cabarrus County office of Infrastructure and Asset Management for exploring the feasibility of constructing a building on the current EMS #2 Station site located at 380 North Carolina 49 in Concord. This building would accommodate vehicles and equipment for various County departments that are now located at different sites throughout the County.

In development of this Feasibility Study, we have visited the site, and have had preliminary meetings with staff and stakeholders from each department who will be using the facility to determine overall size of the facility and specific needs. We have also attended a public information meeting that was held with adjacent property Owners.

The information contained in this study is a compilation of the information gathered and developed to date. The study provides information relative to building code compliance, zoning compliance, stormwater and erosion control regulations. It also assesses Fire Protection, Mechanical, Plumbing and Electrical requirements based upon the type of facility being proposed. This study does not include any information relative to the EMS Building or the Storage Building currently located on site.

EXISTING SITE CONDITIONS



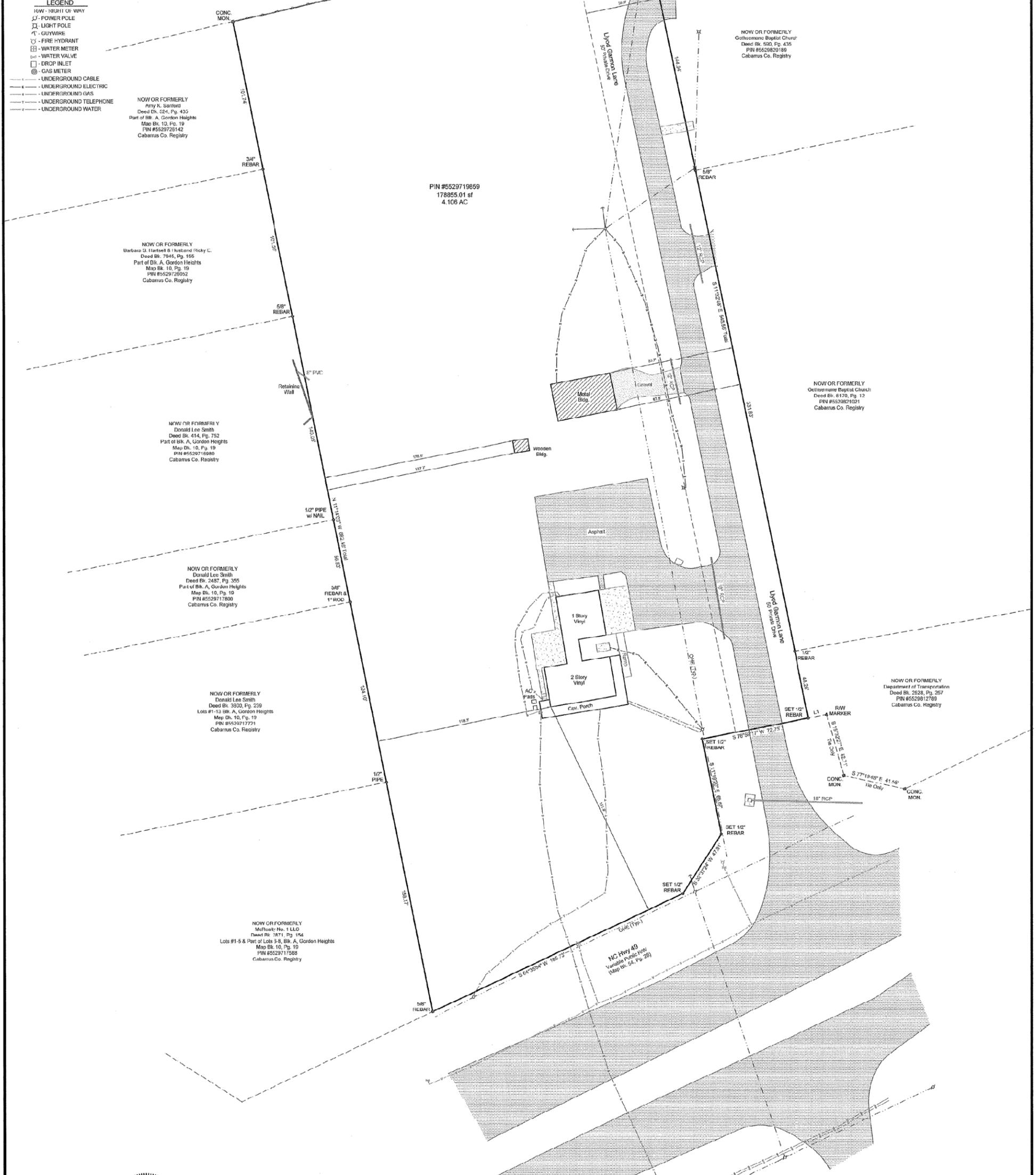
Map of Site and Its Surroundings

The existing site occupies approximately 4.1 acres, within Concord City limits. Presently, the parcel is zoned O-I (Office-Industrial District). The site sits on the north side of Highway 49 and is surrounded by residential parcels to the west and Lloyd Garmon Lane to the east. The site presently contains two single story structures (EMS Station #2 and a storage garage) On site parking is provided for the EMS Station #2, and is accessed off of Lloyd Garmon Lane. The site slopes from rear to front (Highway 49). Presently, there is no on-site stormwater system. As part of this study, a Boundary and Physical Condition Survey has been performed. It is included in this study as Page 3.



LINE	BEARING	DISTANCE	Tie Only
L1	N 78°08'17" E	12.47'	

- LEGEND**
- 10' - RIGHT OF WAY
 - POWER POLE
 - LIGHT POLE
 - CUYWIRE
 - FIRE HYDRANT
 - WATER METER
 - WATER VALVE
 - DROP INLET
 - GAS METER
 - UNDERGROUND CABLE
 - UNDERGROUND ELECTRIC
 - UNDERGROUND GAS
 - UNDERGROUND TELEPHONE
 - UNDERGROUND WATER



I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 814, page 100, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book 814, page 100; that the ratio of precision as calculated is 1:27,001; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 N.C.A.C. 10.030). Witness my original signature, registration number and seal this 28th day of Oct., A.D., 2015.

R. Scott Dyer
R. Scott Dyer, PLS #4444

- NOTES.**
- * Deed Reference - Deed Bk. 814, Pg. 100 Cabarrus County Dated October 24, 1991 Recorded in Cabarrus Co. Registry
 - * Map Reference - Gordon Heights Dated March 11, 1964 Map Bk. 12, Pg. 73 Recorded in Cabarrus Co. Registry Performed by Walter L. Furr, Jr., PLS
 - * No monument found within 2000' of subject property.
 - * Property subject to recorded and unrecorded rights of way, easements and agreements as may appear.
 - * Underground utilities shown as delineated by Lyon's Utility Locating, LLC.

SHEET 1 OF 1	DATE October 29, 2015	SCALE 1" = 30'	N.L.S. NO. 14160	DRAWN BY S. Kinney	CHECKED BY S. Dyer	Prepared for: Northeast Engineering, PA	City of Concord Cabarrus County, NC	NORSTAR LAND SURVEYING, INC. 552-B Newell Street NW Concord, NC 28025 Ph 704 721 6651 Fax 704 721 6653 Firm Lic. # C-2294
						4.106 AC - NC Hwy 49 BOUNDARY SURVEY		

Attachment number 1 \n

REGULATORY COMPLIANCE

ZONING REQUIREMENTS

The site is located within the City of Concord's O&I - Office and Institutional District. Zoning requirements specific to the proposed building would include:

- ◆ Maximum Building Height: 35 feet.
- ◆ Minimum Front Setback: 10 feet.
- ◆ No minimum side and rear yard setbacks.
- ◆ HVAC equipment, dumpsters, meters, tanks, etc. shall be screened from view.
- ◆ The materials for the exterior façade of the building can be brick, split-faced concrete block, stone, stucco, synthetic stucco, cement board or wood siding. Metal can be used as an accent material as long as it does not exceed 20 percent of the area of any individual exterior wall.
- ◆ Pitched metal roofs are permitted. If "flat" roofs are used, a parapet wall is required.

There is a statement in the zoning ordinance that individual requirements may be waved on a case-by-case basis.

BUILDING CODE REQUIREMENTS

Under the current 2012 Building Code, the proposed building would fall under the use group category of Storage (S-1). Specific requirements for the proposed building include:

- ◆ Automatic sprinkler system will be required. (Building area exceeds 12,000SF)
- ◆ Allowable Building Area: 17,500SF but can be increased 300% because of the automatic sprinkler system.
- ◆ Construction Type: IIB.
- ◆ Portable fire extinguishers will be required.
- ◆ Exit signs will be required.
- ◆ Emergency lighting will be required.
- ◆ The building will require toilet facilities. Based upon the number of calculated occupants, a single toilet room with a water closet and lavatory will be sufficient to satisfy the requirements.

The new facility would be designed to meet the necessary requirements of the 2012 Building Code and Accessibility Code.

FACILITY RECOMMENDATIONS

GENERAL

From our assessment of existing site conditions, stakeholder input and review of existing zoning ordinance requirements, we have determined that an 18,000 square foot facility could be built on the existing EMS Station #2 site. This facility would meet current needs and would provide some flexibility for future growth.

SITE

All proposed site work associated with the new building will be done in accordance with the City of Concord, Water and Sewer Authority of Cabarrus County (WSACC), North Carolina Department of Transportation (NCDOT) and North Carolina Environmental Quality (Formally known as DENR). The City of Concord's zoning requirements with respect to landscaping, buffers, etc. will be complied with. Required utilities serving the proposed building will be fed from the existing utilities that are currently located along Highway 49. Specifics for utility connections are shown and described on the "Site Plan" which is Page 8 of this study. While discussing the fire protection system with the City of Concord, it was determined that an additional fire hydrant is required along Lloyd Garmon Lane (See Key Note 14 on the Site Plan for location). New backflows and meters will be required on all new domestic and fire service water lines. On-site storm water detention will be required and a preliminary location is shown on the Site Plan. There is an existing utility pole that will need to be relocated in order to construct the new building.

BUILDING

Architectural

It is proposed that the building's framing system be designed using pre-engineered building components. The floor construction will be slab-on-grade of sufficient thickness to support the loads of the vehicles being stored in the facility. The finish of the floor will be sealed concrete. The roof will be a pitched gable metal roof with appropriately sized gutters and downspouts. Because of the zoning restrictions of using metal siding only as an accent material, the majority of the exterior façade will be finished with decorative concrete masonry with metal panels used as accent on the upper portion of the gable ends. The overhead doors will be 12ft wide x 14ft. high to accommodate the stored vehicles. These doors will be electrically operated. The upper portion of the doors could be fitted with a light filtering material to allow natural light in the building if desired.

FACILITY RECOMMENDATIONS

Architectural continued

Bollards will be provided at both the interior and exterior of the overhead doors for protection. All interior partitions will be constructed using concrete masonry units. The Mechanical, Electrical and Toilet Rooms shown on the attached overall floor plan will have their associated walls extend to a height of 9 feet. The building would be insulated in order to meet minimum energy code requirements. In addition to the overhead doors, there will be three regular doors to meet exiting requirements of the building code. These doors will be insulated hollow metal units with a painted finish.

The following drawings are included at the end of this section:

- ◆ Site Plan - Page 8
- ◆ Overall Floor Plan - Page 9
- ◆ Floor Plan Layout of Emergency Vehicles - Page 10

Mechanical

The mechanical systems for the building will consist of heat for freeze protection and ventilation. The heating system will consist of twelve (12) gas-fired unit heaters totaling 480 MBH of capacity. The heaters will be spaced evenly throughout the building to provide protection against freezing. The ventilation system will be sized to prevent the space from rising 10 degrees above the ambient temperature. The system will require two (2) 12,500 cfm exhaust fans. The fans will be mounted up high on the gable ends of the building. There will be two (2) 72" x 72" intake louvers to provide makeup air for the exhaust fans. Additionally, a 75 cfm exhaust fan and a 3 kw wall mounted unit heater will be provided for the toilet room and a 5 kw wall mounted unit heater will be provided for the mechanical / sprinkler riser room.

Plumbing

The plumbing system for the building will incorporate a floor mounted flush valve water closet and a wall mounted lavatory in the toilet room with all associated supply, waste and vent piping. A mop sink will be provided. Hot water will be supplied by a 20-gallon, electric tank type water heater mounted above the mop sink. There will also be two (2) anti-freeze wall hydrants on the exterior of the building. A drinking fountain is not required.

FACILITY RECOMMENDATIONS

Fire Protection

The building is required to be sprinkled per the 2012 building code (section 903.2.9). The fire protection system will consist of a complete hydraulically calculated, fully-automatic, wet-pipe sprinkler system. The sprinkler system will be designed per NFPA 13 requirements.

Electrical

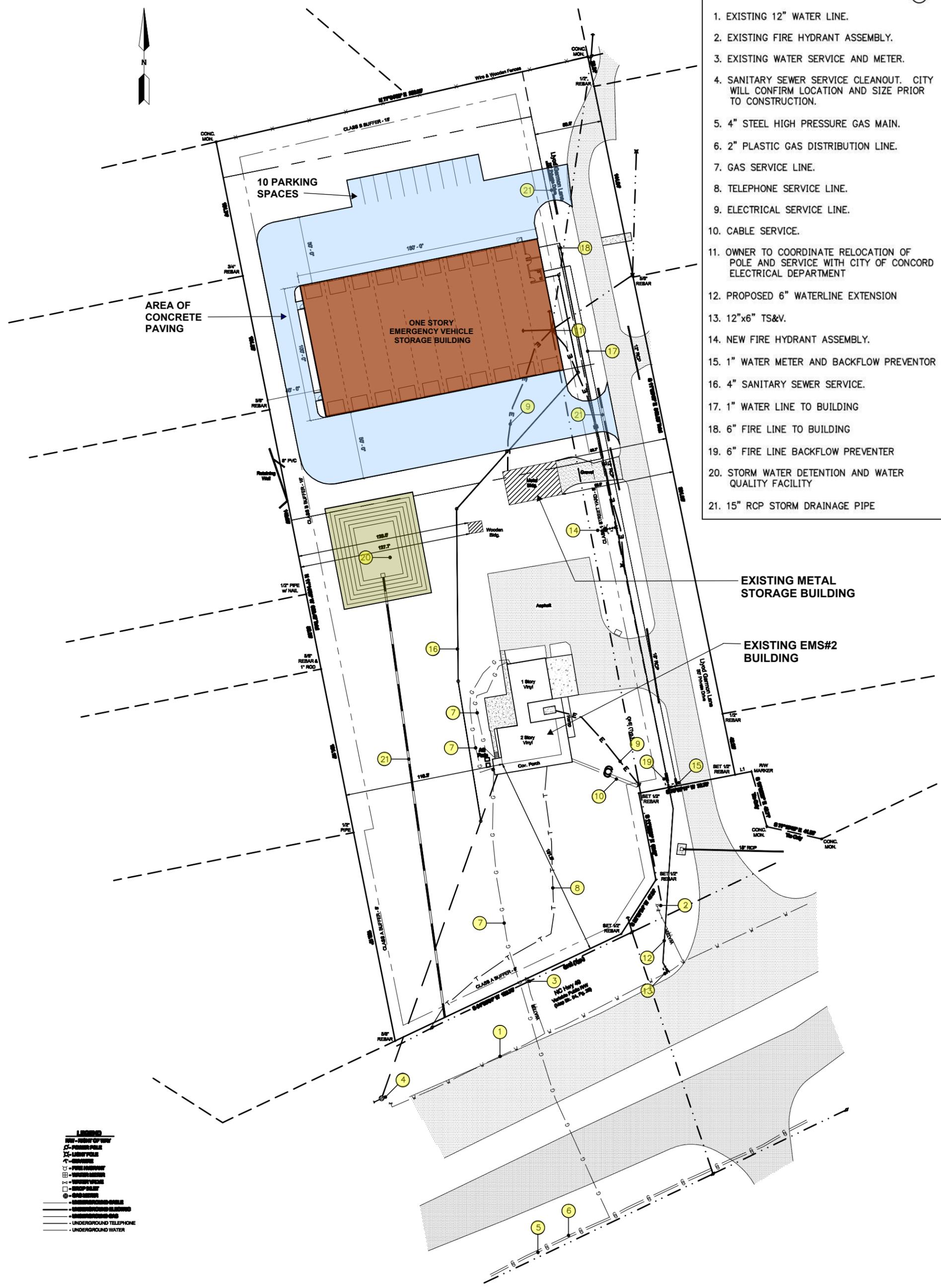
The building's electrical system will be designed and constructed under the 2014 National Electric Code. The building's electrical service will be a 480/277V, 3-phase, 4-wire service supplied by the local utility company. The building's electrical distribution system will consist of one high voltage panel (480/277V), one low voltage panel (208/120V) and one 75kVA transformer. The high voltage panel will supply the building's ventilation equipment, motorized overhead doors and lighting fixtures. The low voltage panel will supply the building's receptacles, drop down charging stations, electrical water heater, low voltage control equipment and other miscellaneous loads.

The building will be illuminated with energy efficient LED lighting fixtures. Automatic lighting control devices will be provided to meet the requirements of the 2012 North Carolina Energy Conservation Code. Exterior illumination will be provided by wall mounted LED lighting fixtures installed around the perimeter of the building. Exterior lighting fixtures will be automatically controlled by a lighting contactor with time clock and photocell inputs. Emergency egress lighting will be provided by self-contained emergency lighting units capable of providing 90 minutes of operation. Exit lighting will be provided with emergency battery ballasts capable of also providing 90 minutes of operation.

A fire alarm system will be provided. The system will be an addressable, microprocessor based system with a main control panel, a remote annunciator panel and have the ability to automatically place alarm and trouble calls. The fire alarm system initiation devices will include smoke and heat detectors, manual pull stations and water flow and tamper switches. The fire alarm system notification devices shall include horn strobe, visual only devices, combination horn/visual devices and an exterior alarm bell.

Provisions for low voltage wiring will include raceway, conduit, back boxes and junction boxes as required to accommodate all low voltage equipment and wiring.

- ### KEYED NOTES
- KEYED NOTES LISTED BELOW ARE REFERENCED FROM THIS PLAN USING THIS SYMBOL 
1. EXISTING 12" WATER LINE.
 2. EXISTING FIRE HYDRANT ASSEMBLY.
 3. EXISTING WATER SERVICE AND METER.
 4. SANITARY SEWER SERVICE CLEANOUT. CITY WILL CONFIRM LOCATION AND SIZE PRIOR TO CONSTRUCTION.
 5. 4" STEEL HIGH PRESSURE GAS MAIN.
 6. 2" PLASTIC GAS DISTRIBUTION LINE.
 7. GAS SERVICE LINE.
 8. TELEPHONE SERVICE LINE.
 9. ELECTRICAL SERVICE LINE.
 10. CABLE SERVICE.
 11. OWNER TO COORDINATE RELOCATION OF POLE AND SERVICE WITH CITY OF CONCORD ELECTRICAL DEPARTMENT
 12. PROPOSED 6" WATERLINE EXTENSION
 13. 12"x6" TS&V.
 14. NEW FIRE HYDRANT ASSEMBLY.
 15. 1" WATER METER AND BACKFLOW PREVENTOR
 16. 4" SANITARY SEWER SERVICE.
 17. 1" WATER LINE TO BUILDING
 18. 6" FIRE LINE TO BUILDING
 19. 6" FIRE LINE BACKFLOW PREVENTER
 20. STORM WATER DETENTION AND WATER QUALITY FACILITY
 21. 15" RCP STORM DRAINAGE PIPE

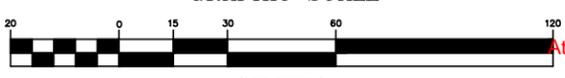


- #### LEGEND
- 12" CP WATER
 - 4" HIGH PRESSURE GAS MAIN
 - 2" PLASTIC GAS DISTRIBUTION LINE
 - GAS SERVICE LINE
 - TELEPHONE SERVICE LINE
 - ELECTRICAL SERVICE LINE
 - CABLE SERVICE
 - 6" WATERLINE EXTENSION
 - 12"x6" TS&V
 - NEW FIRE HYDRANT ASSEMBLY
 - 1" WATER METER AND BACKFLOW PREVENTOR
 - 4" SANITARY SEWER SERVICE
 - 1" WATER LINE TO BUILDING
 - 6" FIRE LINE TO BUILDING
 - 6" FIRE LINE BACKFLOW PREVENTER
 - STORM WATER DETENTION AND WATER QUALITY FACILITY
 - 15" RCP STORM DRAINAGE PIPE

1 SITE PLAN

Scale: 1"=30'

GRAPHIC SCALE



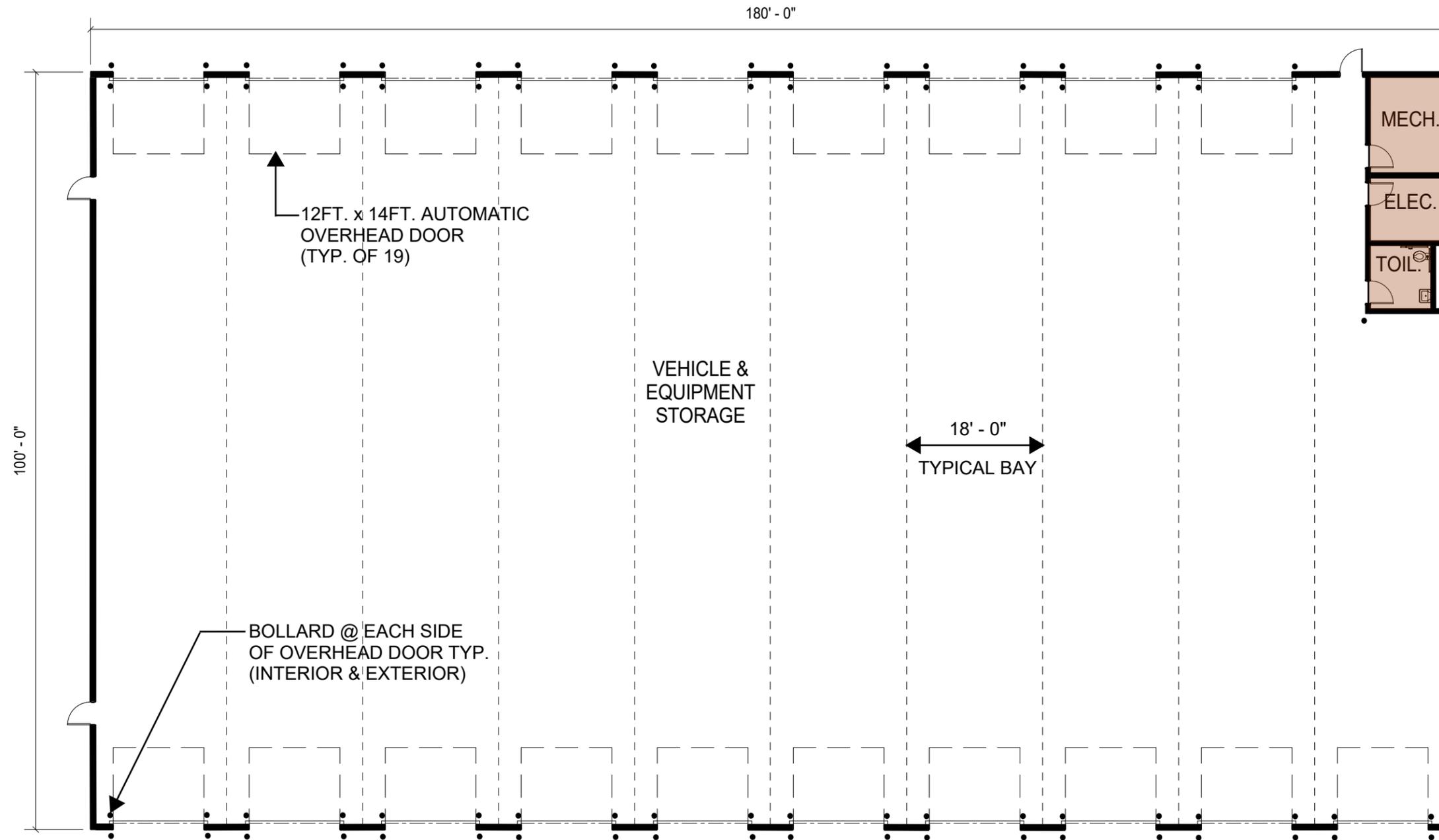
Morris•Berg
ARCHITECTS
1401 WEST MOREHEAD STREET, SUITE 125, CHARLOTTE, NC 28208
(704) 552-5800 FAX (704) 552-7420

CABARRUS COUNTY EMERGENCY VEHICLE STORAGE BUILDING
Attachment number: 1
Feasibility Study

LEGEND

 SUPPORT SPACES

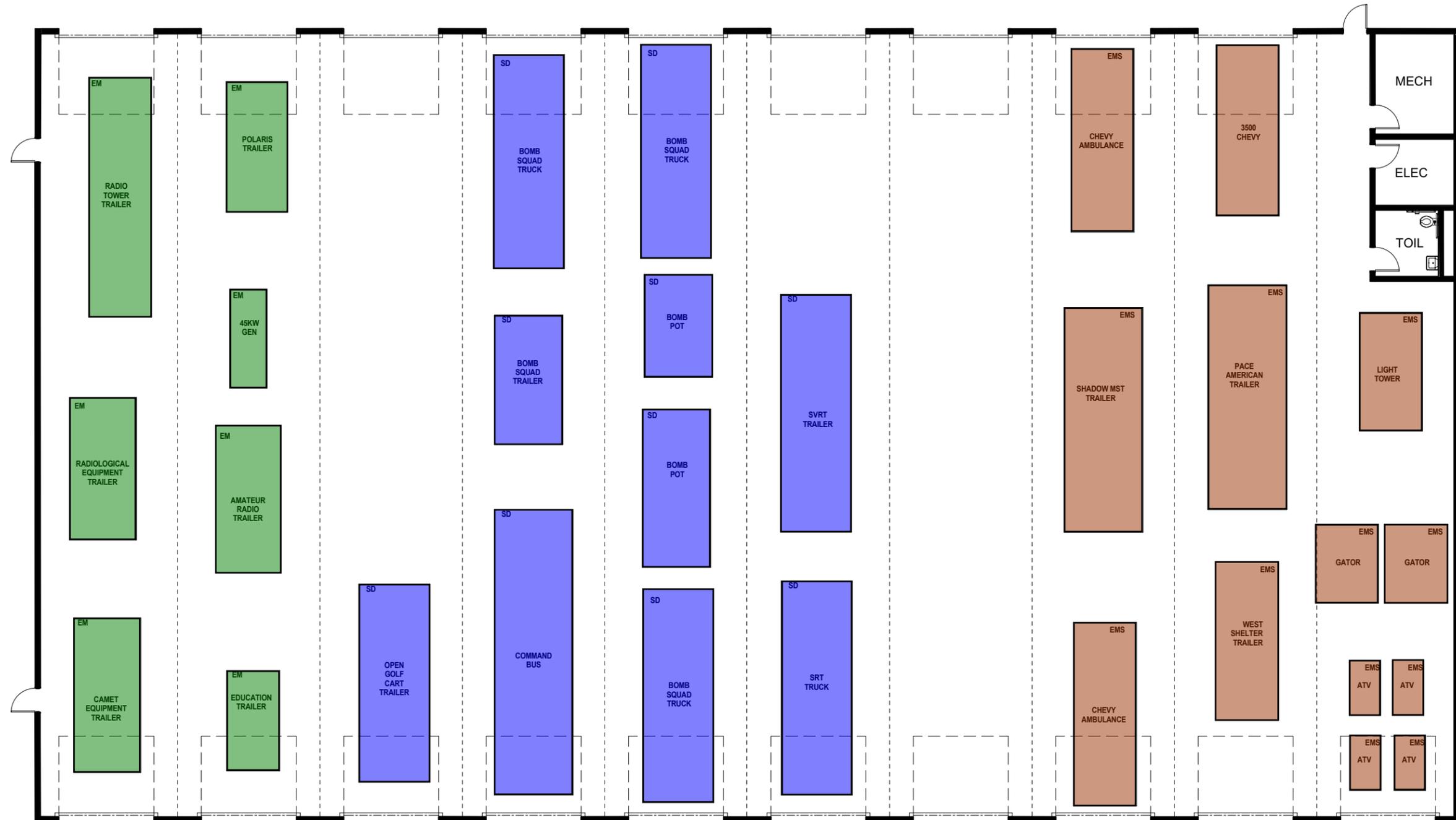
Overall Floor Plan



LEGEND

- EMERGENCY MEDICAL SERVICES
- EMERGENCY SERVICES
- SHERIFF DEPARTMENT

Floor Plan - Emergency Vehicle Layout



PRELIMINARY OPINION OF CONSTRUCTION COSTS

The Estimate prepared is based upon a dollars per square foot cost and do not include a detailed quantity take off. Estimates are based on current construction costs and do not include inflation. The following is incorporated into the estimate:

- ◆ Pre-engineered building system including foundations, and slab-on-grade.
- ◆ Decorative masonry with metal panel accents exterior walls.
- ◆ Metal roofing with gutters and downspouts.
- ◆ Electrically operated overhead doors.
- ◆ Exterior and interior hollow metal doors and frames.
- ◆ Masonry interior walls for interior rooms.
- ◆ Drywall ceiling systems for interior rooms.
- ◆ Site work including:
 - ◆ Clearing, grubbing and grading.
 - ◆ Erosion control.
 - ◆ Concrete paving.
 - ◆ Curb and gutter.
 - ◆ Storm water drainage and detention.
 - ◆ Fire and water service with associated backflow and meters.
 - ◆ Sanitary sewer and associated taps.
 - ◆ Natural gas piping.
 - ◆ Landscaping.
- ◆ Water-based fire suppression system.
- ◆ Plumbing.
- ◆ Heating and Ventilation.
- ◆ Electrical and fire alarm system.

Construction Costs	\$1,706,000
Design, Review Fees, Testing, Etc.	\$256,000
Construction Contingency	\$170,600
<hr/>	
Total Project Development Cost	\$2,132,600

APPENDIX

The following documents are included to supplement the information contained in the study:

- ◆ August 14, 2015 Kick-off Meeting Notes
- ◆ Existing Vehicle and Equipment Inventory List

August 14, 2015

Cabarrus County Emergency Vehicle Storage Building

Kick-off Meeting Notes

Discussion Items:

- Multiple sites already reviewed.
- Possible 20,000sf Building (depending on site constraints)
- Feasibility of Facility, regulations and costs.
- Architectural rendering will be required of the exterior of the proposed building.
- Proposed Building
 - Fire Suppression?
 - No drive through access required unless layout dictates it.
 - Can double stack vehicles. (Deep enough for Truck and Trailer.)
 - Standard 14ft. high overhead doors electrically operated. (Lift Master)
 - Overhead charging lines will be required.
 - Building needs to be heated and ventilated. No air conditioning required.
 - Medeco Lock Security.
 - No office space required.
 - Potential Mezzanine?
 - Toilet Room if required by code. Provide mop sink.
 - Storage – metal shelving?
 - Man door(s).
- Site Items
 - Stained concrete apron(s).
 - 10 parking spaces required.
- Vehicles and Equipment
 - Sherriff Department:
 - RV – Mobile Command.
 - (2) Bomb Trucks w/ Trailer.
 - SWAT Truck.
 - (3) UTV's.
 - (4) Golf Carts w/ Trailer.
 - EMS:
 - (3) Trailers.
 - Pick-up Truck.
 - (2) Ambulances.
 - (2) UTV's
 - Light Tower.
 - (4) ATV's

Cabarrus County Emergency Vehicle Storage Building – Existing Equipment Inventory

Emergency Medical Services

Description	Size	Quantity	Remarks
Shadow MST Trailer	28'-4" x 10'	1	
Pace American Trailer	28'-4" x 10'	1	
West Shelter Trailer	20' x 8'	1	
3500 Chevy	21'-7" x 8'	1	
Light Tower	15' x 8'	1	
Gator	10' x 8'	1	
Gator	10' x 8'	1	
Honda Rubicon ATV	7' x 4'	4	Expected Additional Equipment
Chevy Ambulance	23'-2" x 8'	2	

Emergency Management

Description	Size	Quantity	Remarks
Radiological Equipment Trailer	18' x 8'-6"	1	
Education Trailer	12'-8" x 6'-9"	1	
Camet Equipment Trailer	19'-6" x 8'-6"	1	
Polaris Trailer	16'-6" x 7'-10"	1	
45KW Generator Trailer	12'-6" x 4'-9"	1	
Amateur Radio Trailer	18'-8" x 8'-4"	1	
Radio Tower Trailer	30'-3" x 8'	1	

Sheriff Department

Description	Size	Quantity	Remarks
Bomb Squad Trailer	16'-4" x 8'-8"	1	
Bomb Truck	27' x 9'	3	
Command Bus	36' x 10'	1	
SVRT Trailer	30' x 9'	1	
SRT Truck	27' x 9'	1	
Bomb Pot	13' x 8'-8"	1	
Bomb Pot	17'-6" x 8'-8"	1	
Open Golf Cart Trailer	25' x 9'	1	





CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSSION

APRIL 4, 2016
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at April 18, 2016 Meeting

SUBJECT:

Human Resources - Springsted Compensation Study Overview and Recommendations

BRIEF SUMMARY:

Springsted Company was contracted to complete a compensation and classification study for approximately 190 county employees in general services departments including Planning & Development, Active Living & Parks, Finance and the Library system.

John Anzivino, Senior Vice President with Springsted will present an overview of the project including recommendations for adjustments.

REQUESTED ACTION:

Motion to approve recommendations and include in FY2017 budget.

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Lundee Covington, Human Resources Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

APRIL 4, 2016
4:00 P.M.

AGENDA CATEGORY:

Discussions Items for Action at April 18, 2016 Meeting

SUBJECT:

County Manager - Cardinal Innovations Modification to Sublease

BRIEF SUMMARY:

Cardinal Innovations subleases space at the Human Services Building for a treatment center. They will be renovating a building for that purpose but it will not be completed before the current sublease expires. The attached document extends the exiting sublease on a month to month basis. We recommend that the extension be limited to no more than one year however. That would make the maximum expiration date July 2017.

REQUESTED ACTION:

Motion to adopt Modification to Sublease with Cardinal Innovations

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Jonathan Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Modification to Sublease](#)
-

STATE OF NORTH CAROLINA

MODIFICATION TO SUBLEASE

CABARRUS COUNTY

This Modification To Sublease (“Third Modification”) is made and entered into as of _____, 2016 (“Effective Date”) by and between Cabarrus County, a political subdivision of the State of North Carolina, with its principal place of business at 65 Church Street, SE, Concord, NC 28025 (“Sublessor”) and Cardinal Innovations Healthcare Solutions, f/k/a PBH, a managed care organization, with corporate offices at 4855 Milestone Avenue, Kannapolis, NC 28081 (“Subtenant”) (collectively, the “Parties” and each a “Party”).

WHEREAS, the Parties entered into a Sublease Agreement (“Sublease”) dated as of July 1, 2012 for the Premises located at 1305 South Cannon Boulevard, Kannapolis, North Carolina; and

WHEREAS, the Parties entered into a Modification to Sublease dated as of July 1, 2013 to extend the original term of the Sublease to December 31, 2014 (“First Modification”); and

WHEREAS, the Parties entered into a second Modification to Sublease dated as of January 1, 2015 to extend the term of the Sublease to June 30, 2016 (“Second Modification”) (collectively, the “Existing Agreement”); and

WHEREAS, pursuant to Sections Two (2) and Twenty-Eight (28) of the Existing Agreement, the amendments contemplated by the Parties herein must be contained in an executed written agreement; and

WHEREAS, the Parties hereto desire to amend the Existing Agreement on the terms and conditions set forth herein.

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

1. Definitions. Capitalized terms used and not defined in this Third Modification shall have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Effective Date set forth above, the Existing Agreement is hereby amended and modified as follows:

(a) Section Two (2) entitled “Lease Term” of the Existing Agreement is deleted and replaced in its entirety as follows:

The term of this Sublease shall begin on July 1, 2012 and end on June 30, 2016, unless sooner terminated pursuant to the terms hereof. The Sublease shall be extended on a month-to-month basis beginning on July 1, 2016 and will continue thereafter, unless either Party provides at least fifteen (15) days prior written notice to terminate the Sublease. In the event of holding over by Subtenant without Sublessor’s written consent, Subtenant shall pay rent equal to twice the Applicable Rent and Additional Rent plus other sums due from time to time hereunder.

3. Limited Effect. Except as expressly provided in this Third Modification, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereby execute and deliver this Third Modification to the Existing Agreement as of the Effective Date set forth above.

CABARRUS COUNTY, NORTH CAROLINA

By: _____
Chair
Board of County Commissioners

ATTEST:

Clerk to the Board

This instrument has been pre-audited in the manner required by the Budget and Fiscal Control Act.

Finance Director

CARDINAL INNOVATIONS HEALTHCARE SOLUTIONS, f/k/a PBH

Chief Executive Officer

ATTEST:

Title:

NORTH CAROLINA
CABARRUS COUNTY

I, the undersigned, a Notary Public for said County and State, certify that _____ personally came before me this day and acknowledged that she is Clerk to the Cabarrus County Board of Commissioners, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and official seal, this ____ day of _____ 2016.

Notary Public

My Commission expires:

NORTH CAROLINA
CABARRUS COUNTY

I, the undersigned, a Notary Public for said County and State, certify that Richard F. Topping, as Chief Executive Officer of Cardinal Innovations Healthcare Solutions, f/k/a PBH, personally came before me this day and acknowledged that he executed the foregoing instrument on behalf of Cardinal Innovations Healthcare Solutions, f/k/a/ PBH.

WITNESS my hand and official seal, this ____ day of _____ 2015.

Notary Public

My Commission expires:



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

APRIL 4, 2016
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at April 18, 2016 Meeting

SUBJECT:

DHS - Review of Bids to Provide Bulk Catering Services to the LunchPlus Club Program

BRIEF SUMMARY:

The Department of Human Services (DHS) requests the Board of Commissioners review and recommend a vendor for the bulk catering services provided to the LunchPlus Club program based on the bids received through the formal bidding process. Two bids were received through the process. Review of the bid tabulation sheet indicates Punchy's Diner is an appropriate vendor to provide bulk catering services for the LunchPlus Club program.

REQUESTED ACTION:

For review at work session.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Ben Rose, Human Services Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [LPC Bid Tabulation Sheet](#)
-

Congregate Nutrition (LunchPlus Club) Bid Tabulation

	Cabarrus Meal on Wheels	Punchy's Diner
Meal Price	\$4.78	\$4.76
Business History	Local non-profit organization preparing meals since 2009	10 years, family/locally owned
Recent Inspection Date	2/22/2016	10/28/2015
Inspection Score	99.5%	97%
# of Risk Factor/Intervention Violations	0 2 observations and corrective actions listed on establishment inspection report	2 Protection from contamination (food separated & protected) Potentially Hazardous Food Time/Temperature (Proper cold holding temperatures) 4 observations and corrective actions listed on establishment inspection report
Food storage, carrier & paper products	Appropriate	Appropriate
Coffee dispensers	Appropriate	Appropriate
Delivery route	2 delivery routes	2 delivery routes
Delivery method	2 trucks with appropriate route plan	2 trucks with appropriate route plan
History of Service	41 years of providing meals for county's home delivered meals program—In-house preparation of meals since 2009	6 years of providing LPC meals as well as for other Senior Center events

Taste Test Comparison

Factors	Cabarrus Meals on Wheels	Punchy's	Tie
Appearance	7	5	1
Flavor	2	12	1
Texture	1	11	1
Aftertaste	0	13	



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

APRIL 4, 2016
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for April 18, 2016 Meeting

SUBJECT:

EMS - Non-Emergency Franchise Renewal for American TransMed

BRIEF SUMMARY:

The franchise agreement for non-emergency transportation with American TransMed was approved for one year. Staff recommends the renewal of the franchise agreement for an additional year. This will require a second reading at the regular meeting May.

REQUESTED ACTION:

Hold a hearing on the renewal of a non-emergency transport services franchise provider, American TransMed.

Motion to adopt ordinance.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Alan Thompson, EMS Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [FY 16 contract](#)
 - [Revised FY 17 resolution non-emergency](#)
 - [Revised FY 17 Franchise non-emergency](#)
 - [Revised FY 17 exhibit A non-emergency](#)
-

STATE OF NORTH CAROLINA)
)
COUNTY OF CABARRUS) FRANCHISE AGREEMENT FOR
NON-EMERGENCY AMBULANCE
SERVICES

THIS FRANCHISE AGREEMENT FOR NON-EMERGENCY AMBULANCE SERVICES (“Agreement”) is entered into effective the 1st day of August, 2015 by and between CABARRUS COUNTY (“County”) and AMERICAN TRANSMED, INC. a South Carolina corporation (“Provider”).

RECITALS

1. Pursuant to N.C. Gen. Stat. §153A-250, the County is authorized to enact an ordinance and to award franchises for operation of a non-emergency ambulance service.
2. Pursuant to that authority, the County has enacted Article 82 of its Code of Ordinances, permitting it to award such a franchise and regulate the operator of the same.
3. By ordinance duly enacted at its regular meetings on June 15, 2015 and July 20, 2015, the County’s Board of Commissioners approved the awarding of a franchise for non-emergency ambulance services to Provider, subject to the provisions of the franchise ordinance, Article 82 of the Code of Ordinances and this Agreement.

In consideration of the above Recitals and the Terms below, which the parties agree constitute sufficient consideration to make this Agreement legally binding and enforceable, the parties agree as follows.

TERMS

1. **Services and Scope to be Performed.** The Provider shall provide “Services” as set forth in the attached Exhibit A. In this Agreement, Services is defined as the goods, vehicles, materials, labor, services and/or supplies Provider is required to provide pursuant to this Agreement and all of the Provider’s duties to the County and to Provider’s customers and clients that arise from this Agreement, the franchise ordinance and Article 82 of the Code of Ordinances. Any amendments, corrections or change orders by either party must be in writing and signed by both parties.
2. **Term.** This Agreement shall commence on the date provided above and end on June 30, 2016. This Agreement shall not be automatically extended unless agreed to in writing by the County.
3. **Insurance.** Provider shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
a) Workers' Compensation	\$100,000 bodily injury per each accident \$100,000 bodily injury by disease per employee, \$500,000 bodily injury per disease policy limit
b) General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
c) Automobile Liability	\$1,000,000 per occurrence
d) Umbrella	\$1,000,000 per occurrence/\$2,000,000 aggregate
e) Professional Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate

The County reserves the right to require other coverages and higher limits if warranted by the nature of this Agreement and the type of Services to be provided. Provider shall provide the County with a Certificate of Insurance for review prior to the execution of this Agreement. Provider shall provide to the County immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Provider to provide such notice, Provider assumes sole responsibility for all losses incurred by the County for which insurance would have provided coverage. The insurance certificate shall be for the initial Agreement period and shall be renewed by the Provider for each subsequent extension period of the Agreement.

The County shall be named as an additional insured and it is required that coverage be placed with an "A" rated insurance company acceptable to the County. In the event that Provider fails at any time to maintain and keep in force the required insurance, the County has the right to cancel and terminate the Agreement without notice. Provider's insurance shall be considered primary and noncontributory.

4. Default. If the Provider fails to perform the Services in accordance with the provisions of this Agreement, including Exhibit A, or violate any of the provisions of the franchise ordinance or Article 82 of the Code of Ordinances, the County may, in its discretion, terminate this Agreement or perform or cause to be performed some or all of the Services, and doing so shall not waive any of the County's rights and remedies. The County will comply with the provisions of Section 82-57 of its Code of Ordinances prior to any termination. The Provider shall reimburse the County for all costs incurred by the County in exercising its right to terminate or to perform or cause to be performed some or all of the Services pursuant to this Agreement.

5. Notice. All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery,

approved carrier, fax, or certified United States mail, return receipt requested, addressed as follows: if to the County, to its Contract Administrator; if to Provider to its billing address or main office address.

6. Indemnification. To the maximum extent allowed by law, the Provider shall defend, indemnify, and save harmless the County and its agents, officers, and employees, from and against all claims of any kind that arise in any manner from, in connection with, or out of this Agreement as a result of the acts or omissions of the Provider or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except for damage or injury caused solely by the negligence of the County or its agents, officers or employees. In performing its duties under this section, the Provider shall at its sole expense defend the County and its agents, officers and employees with legal counsel reasonably acceptable to County. This provision shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) or termination of the Services of the Agreement.

7. Miscellaneous.

(a) Choice of Law or Forum. This Agreement shall be deemed made in Cabarrus County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the appropriate division of the North Carolina General Court of Justice in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court.

(b) Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as may be specifically agreed in writing.

(c) Compliance with Law. Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers of functions. The Provider shall comply with all applicable laws, rules and regulations.

(d) Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

(e) Assignment. Without the County's written consent, the Provider shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this Agreement. Unless the County otherwise agrees in writing, the Provider and all assigns shall be subject to all of the County's defenses and shall be liable for all of the Provider's duties that arise from this Agreement and all of the County's claims that arise from this Agreement.

(f) Principle of Interpretation. Although this Agreement is in part the County's standard form, the Provider acknowledges and agrees that this Agreement is deemed to be the product of negotiation and any ambiguity shall not be construed automatically against either party.

(g) Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

IN WITNESS, the parties have executed this Agreement through their respective duly authorized agents or officers.

CABARRUS COUNTY

By: [Signature]
County Manager

PROVIDER
[Signature]
AMERICAN TRANSMED, INC.
By: [Signature]
Title: Pres. Serv.

ATTEST BY:
[Signature]
Clerk to the Board

Date: 7/31/2015

ATTEST BY:
[Signature]
Title: Asst. Director Cabarrus EMS

Date: 7/31/15

APPROVED BY COUNTY FINANCE OFFICER

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

[Signature]
County Finance Director 7-31-15

	Specialty Services, Non-Emergency Transportation		Article 60
	SOG	Implemented 4/1/05	Revised 7/20/15

Objective:

Provide for the delivery of quality, prompt, courteous patient care, basic life support and non-emergency stretcher transport. Provide standards for the delivery of services to scheduled non-emergency/convalescent patients and basic life support inter-facility transports. Patient advocacy is a priority.

Scope:

Meet the non-emergency medical needs of approved patients by providing stretcher transport to and from doctor’s appointments, hospitals, residence and health care facilities. Cabarrus County EMS provides for the delivery of these services through the award of a franchise to a private provider for non-emergency stretcher transports. Cabarrus County EMS will not routinely engage in the transport of scheduled non-emergency stretcher transports. A franchise has been awarded to American TransMed for the delivery of the services.

Terms:

- 1) Cabarrus County regulates the provision of Vehicles for Hire in Article 82 of the Cabarrus County Code of Ordinances and NC General Statute 153A-250.
- 2) Public necessity and convenience requires the private non-emergency provider.
- 3) American TransMed ambulances and required equipment have been certified by the State as acceptable for the type of franchise awarded.
- 4) American TransMed and its officers or partners are responsible persons to conduct or work in the proposed business.
- 5) Only duly credentialed NC emergency medical technicians are employed as operators and attendants by American TransMed for the non-emergency service franchise.
- 6) The geographic boundary for the franchise shall be Cabarrus County.
- 7) Change in ownership or management of American TransMed shall terminate the franchise.
- 8) The franchise may not be sold, assigned, mortgaged, or otherwise transferred without the approval of the County and a finding of conformance with all requirements of Article 82 of the Cabarrus County Code of Ordinances.
- 9) Conformance must be achieved and maintained with Article 82 of the Cabarrus County Code of Ordinances.
- 10) Compliance must be maintained with 10A NCAC 13P.
- 11) Franchised non-emergency provider must meet PREMIS reporting requirements for electronic medical records.
- 12) The franchised non-emergency provider must maintain a base of operations in Cabarrus County.
- 13) Billing for services is the responsibility of the franchised non-emergency provider. Fees charged for services may not exceed rates approved by the Cabarrus County Board of Commissioners.

- a. Current fee structure for FY 16 is approved as noted:
- b. BLS Non-emergency - \$350
- c. BLS Emergency - \$515.97
- d. Mileage: \$10.91

Detail

The franchised non-emergency provider is required to meet the following conditions and provide the services below:

- 1) Timely response to non-emergency transportation requests.
- 2) Facilitate scheduling of non-emergency transportation requests
- 3) Provide coverage 24 hours daily and 7 days weekly to include holiday and weekends.
- 4) Provide transportation of patients meeting requirements for non-emergency stretcher services. Optionally, the franchised non-emergency provider may offer wheel chair and ambulatory transports as a component of their service for patients with medical needs who do not meet requirements for non-emergency stretcher transports.
- 5) Provide transportation of deceased patients to local morgue. The Cabarrus EMS Supervisor may exercise discretion for consideration of provider utilization when special circumstances exist.
- 6) Provide for the delivery of professional, prompt, and courteous service.
- 7) Provide basic life support transport units if available in the event of a major incident requiring mutual aid.
- 8) The Cabarrus County EMS System Medical Director has full authority over all pre-hospital medical operations in Cabarrus County; however, the non-emergency provider will be required to provide and function under the oversight of the non-emergency provider's designated medical director.
- 9) The non-emergency transportation provider agrees to work within the system plan of Cabarrus County. Cabarrus County EMS will maintain influence over quality and level of service.
- 10) The franchised non-emergency provider's records, operations, and activities shall be subject to review by the County's emergency medical service system for the purpose of compliance and quality in accordance with Article 82 of the Cabarrus County Code of Ordinances.
- 11) Franchised non-emergency providers may only engage in the provision of non-emergency services unless requested in a mutual aid capacity.
- 12) In the event a franchised non-emergency provider is confronted with an emergency patient on the scene or during transport, the technician should contact the County communications center requesting paramedic response and provide basic life support care until arrival of the advanced life support provider unless directed to continue transport.
- 13) Franchised non-emergency providers must meet NC Office of EMS training requirements and comply with the NC Office of EMS approved patient care protocols and guidelines for Cabarrus County. Additionally, employees of the provider must complete an approved emergency vehicle operations course.
- 14) Franchised non-emergency providers will be permitted to participate in the Cabarrus EMS educational program.

Assignment of Calls:

1. The franchised non-emergency provider, American TransMed, is responsible for the provision of

- scheduled non-emergency stretcher transports.
2. MedCenter Air is responsible for inter-hospital ALS transfers. Cabarrus County EMS may provide critical care inter-hospital transport services if required.
 3. Cabarrus County EMS is responsible for all emergency, E911 calls for service, specialty response, community paramedic care, and coordination of major medical events.
 4. Wheel chair transports may be handled by any provider of this service without restriction as no franchise requirement for this service is in place.

Scheduling of Calls

1. Requests for non-emergency stretcher transportation should be made to American TransMed at 888/826-0911.
2. Request for critical care ALS inter-hospital transports should be made through the physician call line, contact with MedCenter Air at 800/421-9195, or to the Cabarrus County Communications Center at 704/920-3000 (alternatively 911) if MedCenter Air is not available.
3. Cabarrus EMS crews encountering a patient or facility with a request for a non-emergency transport should contact the EMS Supervisor at 704/920-2602 for guidance. It will be the responsibility of the EMS Supervisor to determine the appropriate transport agency and to request the additional resources. Cabarrus EMS crews will continue to provide response and transport to patients prioritized "Alpha, Bravo, Charlie, Delta, and Echo" through the priority dispatch system.

**FRANCHISE ORDINANCE OF THE CABARRUS
COUNTY BOARD OF COMMISSIONERS
GRANTING A FRANCHISE TO OPERATE
NON-EMERGENCY AMBULANCE SERVICE
TO AMERICAN TRANSMED**

WHEREAS, Cabarrus County regulates the provision of Vehicles For Hire in Article 82 of the Cabarrus County Code of Ordinances and N.C. Gen. Stat. §153A-250, including franchises for non-emergency ambulance services; and

WHEREAS, applications to provide those services were solicited according to the standards defined in Section 82-52 of the Ordinance; and

WHEREAS, County staff has reviewed those applications, sought input from the State Office of Emergency Services, contacted references for the prospective services providers, and considered other information related to equipment and performance; and

WHEREAS, the Board of Commissioners have held a hearing as required by Section 82-53 of the Ordinance; and

WHEREAS, based on information submitted by American TransMed and information submitted at the hearing, the Board of Commissioners made the following findings:

- a. The public necessity and convenience requires the proposed ambulance service.
- b. Each such ambulance and its required equipment have been certified by the State as acceptable for the type of franchise requested.
- c. American TransMed and its officers or partners are responsible persons to conduct or work in the proposed business.
- d. Only duly certified emergency medical technicians are employed as operators and attendants by American TransMed for the non-emergency service franchise.
- e. All other requirements of Article 82 and all other applicable laws and ordinances have been met.

NOW THEREFORE, THE CABARRUS COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

1. The Board of Commissioners grants a franchise to American TransMed for the operation of non-emergency ambulance services for the period of July 1, 2016 to June 30, 2017.
2. The terms of this franchise shall include the following:
 - a. The geographic boundary for this franchise shall be the entirety of the County.
 - b. Any change in ownership or management of American TransMed shall terminate the franchise and shall require a new application and new franchise award.

- c. The franchise may not be sold, assigned, mortgaged or otherwise transferred without the approval of the County and a finding of conformance with all requirements of Article 82.
- d. The terms of Section 82-57 of the Ordinance shall be included in the franchise agreement as they relate to termination, suspension, or revocation.
- e. The Board of Commissioners authorize the County Manager to negotiate and execute the franchise agreement with American TransMed, not inconsistent with this Ordinance, after drafting and review by the County Attorney.

APPROVED and ADOPTED in consecutive regular meetings of the Board of Commissioners on _____ and _____, pursuant to N.C. Gen. Stat. §153A-46.

BOARD OF COMMISSIONERS OF CABARUS COUNTY

Stephen M. Morris, Chair

ATTEST

Megan I.E. Smit, Clerk to the Board

STATE OF NORTH CAROLINA)
)
COUNTY OF CABARRUS) FRANCHISE AGREEMENT FOR
NON-EMERGENCY AMBULANCE
SERVICES

THIS FRANCHISE AGREEMENT FOR NON-EMERGENCY AMBULANCE SERVICES (“Agreement”) is entered into effective the 1st day of July, 2016 by and between CABARRUS COUNTY (“County”) and AMERICAN TRANSMED, INC. a South Carolina corporation (“Provider”).

RECITALS

1. Pursuant to N.C. Gen. Stat. §153A-250, the County is authorized to enact an ordinance and to award franchises for operation of a non-emergency ambulance service.

2. Pursuant to that authority, the County has enacted Article 82 of its Code of Ordinances, permitting it to award such a franchise and regulate the operator of the same.

3. By ordinance duly enacted at its regular meetings on _____ and _____, the County’s Board of Commissioners approved the awarding of a franchise for non-emergency ambulance services to Provider, subject to the provisions of the franchise ordinance, Article 82 of the Code of Ordinances and this Agreement.

In consideration of the above Recitals and the Terms below, which the parties agree constitute sufficient consideration to make this Agreement legally binding and enforceable, the parties agree as follows.

TERMS

1. Services and Scope to be Performed. The Provider shall provide “Services” as set forth in the attached Exhibit A. In this Agreement, Services is defined as the goods, vehicles, materials, labor, services and/or supplies Provider is required to provide pursuant to this Agreement and all of the Provider’s duties to the County and to Provider’s customers and clients that arise from this Agreement, the franchise ordinance and Article 82 of the Code of Ordinances. Any amendments, corrections or change orders by either party must be in writing and signed by both parties.

2. Term. This Agreement shall commence on the date provided above and end on June 30, 2017. This Agreement shall not be automatically extended unless agreed to in writing by the County.

3. Insurance. Provider shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
a) Workers' Compensation	\$100,000 bodily injury per each accident \$100,000 bodily injury by disease per employee, \$500,000 bodily injury per disease policy limit
b) General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
c) Automobile Liability	\$1,000,000 per occurrence
d) Umbrella	\$1,000,000 per occurrence/\$2,000,000 aggregate
e) Professional Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate

The County reserves the right to require other coverages and higher limits if warranted by the nature of this Agreement and the type of Services to be provided. Provider shall provide the County with a Certificate of Insurance for review prior to the execution of this Agreement. Provider shall provide to the County immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Provider to provide such notice, Provider assumes sole responsibility for all losses incurred by the County for which insurance would have provided coverage. The insurance certificate shall be for the initial Agreement period and shall be renewed by the Provider for each subsequent extension period of the Agreement.

The County shall be named as an additional insured and it is required that coverage be placed with an "A" rated insurance company acceptable to the County. In the event that Provider fails at any time to maintain and keep in force the required insurance, the County has the right to cancel and terminate the Agreement without notice. Provider's insurance shall be considered primary and noncontributory.

4. Default. If the Provider fails to perform the Services in accordance with the provisions of this Agreement, including Exhibit A, or violate any of the provisions of the franchise ordinance or Article 82 of the Code of Ordinances, the County may, in its discretion, terminate this Agreement or perform or cause to be performed some or all of the Services, and doing so shall not waive any of the County's rights and remedies. The County will comply with the provisions of Section 82-57 of its Code of Ordinances prior to any termination. The Provider shall reimburse the County for all costs incurred by the County in exercising its right to terminate or to perform or cause to be performed some or all of the Services pursuant to this Agreement.

5. Notice. All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery,

approved carrier, fax, or certified United States mail, return receipt requested, addressed as follows: if to the County, to its Contract Administrator; if to Provider to its billing address or main office address.

6. Indemnification. To the maximum extent allowed by law, the Provider shall defend, indemnify, and save harmless the County and its agents, officers, and employees, from and against all claims of any kind that arise in any manner from, in connection with, or out of this Agreement as a result of the acts or omissions of the Provider or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except for damage or injury caused solely by the negligence of the County or its agents, officers or employees. In performing its duties under this section, the Provider shall at its sole expense defend the County and its agents, officers and employees with legal counsel reasonably acceptable to County. This provision shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) or termination of the Services of the Agreement.

7. Miscellaneous.

(a) Choice of Law or Forum. This Agreement shall be deemed made in Cabarrus County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the appropriate division of the North Carolina General Court of Justice in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court.

(b) Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as may be specifically agreed in writing.

(c) Compliance with Law. Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers of functions. The Provider shall comply with all applicable laws, rules and regulations.

(d) Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

(e) Assignment. Without the County's written consent, the Provider shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this Agreement. Unless the County otherwise agrees in writing, the Provider and all assigns shall be subject to all of the County's defenses and shall be liable for all of the Provider's duties that arise from this Agreement and all of the County's claims that arise from this Agreement.

(f) Principle of Interpretation. Although this Agreement is in part the County's standard form, the Provider acknowledges and agrees that this Agreement is deemed to be the product of negotiation and any ambiguity shall not be construed automatically against either party.

(g) Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

IN WITNESS, the parties have executed this Agreement through their respective duly authorized agents or officers.

CABARRUS COUNTY

PROVIDER

AMERICAN TRANSMED, INC.

By: _____
_____ County Manager

By: _____
Title _____

ATTEST BY:

ATTEST BY:

Clerk to the Board

Title _____

Date: _____

Date: _____

APPROVED BY COUNTY FINANCE OFFICER

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

County Finance Director

	Specialty Services, Non-Emergency Transportation		Article 60
	SOG	Implemented 4/1/05	Revised 1/26/16

Objective:

Provide for the delivery of quality, prompt, courteous patient care, basic life support and non-emergency stretcher transport. Provide standards for the delivery of services to scheduled non-emergency/convalescent patients and basic life support inter-facility transports. Patient advocacy is a priority.

Scope:

Meet the non-emergency medical needs of approved patients by providing stretcher transport to and from doctor's appointments, hospitals, residence and health care facilities. Cabarrus County EMS provides for the delivery of these services through the award of a franchise to a private provider for non-emergency stretcher transports. Cabarrus County EMS will not routinely engage in the transport of scheduled non-emergency stretcher transports. A franchise has been awarded to American TransMed for the delivery of the services.

Terms:

- 1) Cabarrus County regulates the provision of Vehicles for Hire in Article 82 of the Cabarrus County Code of Ordinances and NC General Statute 153A-250.
- 2) Public necessity and convenience requires the private non-emergency provider.
- 3) American TransMed ambulances and required equipment have been certified by the State as acceptable for the type of franchise awarded.
- 4) American TransMed and its officers or partners are responsible persons to conduct or work in the proposed business.
- 5) Only duly credentialed NC emergency medical technicians are employed as operators and attendants by American TransMed for the non-emergency service franchise.
- 6) The geographic boundary for the franchise shall be Cabarrus County.
- 7) Change in ownership or management of American TransMed shall terminate the franchise.
- 8) The franchise may not be sold, assigned, mortgaged, or otherwise transferred without the approval of the County and a finding of conformance with all requirements of Article 82 of the Cabarrus County Code of Ordinances.
- 9) Conformance must be achieved and maintained with Article 82 of the Cabarrus County Code of Ordinances.
- 10) Compliance must be maintained with 10A NCAC 13P.
- 11) Franchised non-emergency provider must meet PREMIS reporting requirements for electronic medical records.
- 12) The franchised non-emergency provider must maintain a base of operations in Cabarrus County.

- 13) Billing for services is the responsibility of the franchised non-emergency provider. Fees charged for services may not exceed rates approved by the Cabarrus County Board of Commissioners.
 - a. Current fee structure for FY 16 is approved as noted:
 - b. BLS Non-emergency - \$350
 - c. BLS Emergency - \$515.97
 - d. Mileage: \$10.91

Detail

The franchised non-emergency provider is required to meet the following conditions and provide the services below:

- 1) Timely response to non-emergency transportation requests.
- 2) Facilitate scheduling of non-emergency transportation requests
- 3) Provide coverage 24 hours daily and 7 days weekly to include holiday and weekends.
- 4) Provide transportation of patients meeting requirements for non-emergency stretcher services. Optionally, the franchised non-emergency provider may offer wheel chair and ambulatory transports as a component of their service for patients with medical needs who do not meet requirements for non-emergency stretcher transports.
- 5) Provide transportation of deceased patients to local morgue. The Cabarrus EMS Supervisor may exercise discretion for consideration of provider utilization when special circumstances exist.
- 6) Provide for the delivery of professional, prompt, and courteous service.
- 7) Provide basic life support transport units if available in the event of a major incident requiring mutual aid.
- 8) The Cabarrus County EMS System Medical Director has full authority over all pre-hospital medical operations in Cabarrus County; however, the non-emergency provider will be required to provide and function under the oversight of the non-emergency provider's designated medical director.
- 9) The non-emergency transportation provider agrees to work within the system plan of Cabarrus County. Cabarrus County EMS will maintain influence over quality and level of service.
- 10) The franchised non-emergency provider's records, operations, and activities shall be subject to review by the County's emergency medical service system for the purpose of compliance and quality in accordance with Article 82 of the Cabarrus County Code of Ordinances.
- 11) Franchised non-emergency providers may only engage in the provision of non-emergency services unless requested in a mutual aid capacity.
- 12) In the event a franchised non-emergency provider is confronted with an emergency patient on the scene or during transport, the technician should contact the County communications center requesting paramedic response and provide basic life support care until arrival of the advanced life support provider unless directed to continue transport.
- 13) Franchised non-emergency providers must meet NC Office of EMS training requirements and comply with the NC Office of EMS approved patient care protocols and guidelines for Cabarrus County. Additionally, employees of the provider must complete an approved emergency vehicle operations course.
- 14) Franchised non-emergency providers will be permitted to participate in the Cabarrus EMS educational program.

Assignment of Calls:

1. The franchised non-emergency provider, American TransMed, is responsible for the provision of scheduled non-emergency stretcher transports.
2. MedCenter Air is responsible for inter-hospital ALS transfers. **Cabarrus County EMS may provide critical care ALS inter-hospital transport services from freestanding emergency departments if requested.**
3. Cabarrus County EMS is responsible for all emergency, E911 calls for service, specialty response, community paramedic care, and coordination of major medical events.
4. Wheel chair transports may be handled by any provider of this service without restriction as no franchise requirement for this service is in place.

Scheduling of Calls

1. Requests for scheduled non-emergency stretcher transportation should be made to American TransMed at 888/826-0911.
2. Request for critical care ALS inter-hospital transports should be made through the physician call line, contact with MedCenter Air at 800/421-9195, or to the Cabarrus County Communications Center at 704/920-3000 (alternatively 911) if MedCenter Air is not available.
3. Cabarrus EMS crews encountering a patient or facility with a request for a non-emergency transport should contact the EMS Supervisor at 704/920-2602 for guidance. It will be the responsibility of the EMS Supervisor to determine the appropriate transport agency and to request the additional resources. Cabarrus EMS crews will continue to provide response and transport to patients prioritized “Alpha, Bravo, Charlie, Delta, and Echo” through the priority dispatch system.



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

APRIL 4, 2016
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at April 18, 2016 Meeting

SUBJECT:

Finance - LOBS 2016 Proceeds, Capital Reserve Funding and Related Budget Amendment

BRIEF SUMMARY:

On March 10, 2016, Limited Obligation Bonds (LOBS) totaling \$73,785,000 were sold on behalf of Cabarrus County to finance school construction. The enclosed budget amendment records the bond proceeds (\$73,785,000), bond premium (\$11,159,452) and related expenditure amounts. The budget amendment also includes a transfer from the Capital Reserve Fund for items that will be paid for in cash. This new LOBS 2016 and Capital Reserve funding will be used for site work and construction for Royal Oaks Elementary School, Mt. Pleasant Middle School and Kannapolis Middle School.

REQUESTED ACTION:

Motion to approve the School Construction Debt Fund Project Ordinance, the Capital Reserve Fund Project Ordinance and the related Budget Amendment

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Date:	3/29/2016	Amount:	\$87,621,036.45
Dept. Head:	Susan Fearington	Department:	Finance - School Const Debt Fund
"Internal Transfer Within Department Departments/Funds		"Transfer Between pSupplemental Request	
<p>Purpose: This budget amendment records the proceeds from the 2016 Limited Obligation Bond sale. It also records funding from the Capital Reserve Fund for items planned to be paid with cash at this time. The land line item for Mt. Pleasant Middle School came in under budget so this line item decrease is being incorporated into the budget amendment. The excess \$68,825.70 is being used towards some anticipated shortages in several MPMS line items</p>			

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
36860000-6918	Proceeds fr COPS/LOBS	\$0.00	\$73,785,000.00		\$73,785,000.00
36860000-6707	Premium on Debt Issued	\$0.00	\$11,159,452.45		\$11,159,452.45
36890000-9609	Legal Fees	\$0.00	\$721,552.45		\$721,552.45
					\$0.00
36897404-9820	Construction-KMS	\$0.00	\$35,322,900.00		\$35,322,900.00
					\$0.00
36897404-9607	Architects-KMS	\$1,805,600.00	\$373,000.00		\$2,178,600.00
36867404-6921	Cont from CRF- KMS	\$849,100.00	\$373,000.00		\$1,222,100.00
					\$0.00
36897305-9820	Construction-ROES	\$0.00	\$19,767,000.00		\$19,767,000.00
36897305-9864	Tech Infrastruct-ROES	\$0.00	\$347,600.00		\$347,600.00
36867305-6921	Cont from CRF-ROES	\$1,645,000.00	\$347,600.00		\$1,992,600.00
					\$0.00
36897332-9820	Construction-MPMS	\$0.00	\$28,782,990.00		\$28,782,990.00
36897332-	Const-MPMS				

9820-0599	owner	\$0.00	\$250,000.00		\$250,000.00
36497342-9726	Start-Up MPMS	\$0.00	\$118,835.70		\$118,835.70
36897332-9801	Land - MPMS	\$720,000.00		\$68,825.70	\$651,174.30
36897332-9607	Architect- MPMS	\$1,450,000.00	\$5,000.00		\$1,455,000.00
36897332-9606	Engineers- MPMS	\$319,000.00	\$40,000.00		\$359,000.00
36897332-9485	Admin Fees - MPMS	\$15,000.00	\$5,000.00		\$20,000.00
					\$0.00
36897332-9331	Minor Equip - MPMS	\$116,000.00	\$211,000.00		\$327,000.00
36897332-9864	Tech Infrastruct- MPMS	\$0.00	\$406,692.00		\$406,692.00
36867332-6921	Cont from CRF-MPMS	\$2,620,000.00	\$617,692.00		\$3,237,692.00
					\$0.00
45097220-9708	Cont to Cap Proj Fund	\$34,694,480.81	\$1,338,292.00		\$36,032,772.81
45097220-9821	Building & Renovations	\$23,404,789.24		\$1,338,292.00	\$22,066,497.24
	Total				

ATTACHMENTS

- [School Construction Debt Fund Budget Ordinance](#)
- [Capital Project Budget Ordinance](#)

CABARRUS COUNTY SCHOOL CONSTRUCTION DEBT FUND BUDGET ORDINANCE

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

Section I.

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

Capital Reserve Contribution	\$6,452,392
General Fund Contribution	\$1,336,500
Limited Obligation Bonds	\$84,944,452
TOTAL REVENUES	\$92,733,344

- D. The following appropriations are made as listed.

Royal Oaks Elementary School	\$21,759,600
Mt. Pleasant Middle School	\$32,370,692
Kannapolis Middle School	\$37,881,500
Legal Fees/Closing Costs	\$721,552

TOTAL EXPENDITURES	\$92,733,344
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GRAND TOTAL – REVENUES	\$92,733,344
GRAND TOTAL – EXPENDITURES	\$92,733,344

Section II.

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

Section III.

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

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

Adopted this the 18th day of April, 2016.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY CAPITAL RESERVE CAPITAL PROJECT BUDGET ORDINANCE

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

Section I.

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

Contributions from General Fund	\$63,853,907
Contributions from CVB	843,617
Contribution from Capital Projects Fund	6,600
Interest on Investments	329,142

TOTAL REVENUES	\$65,033,266
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- D. The following appropriations are made as listed:

Odell 3-5 Elementary School	\$19,755,175
Mt. Pleasant Middle School Replacement	3,237,692
Royal Oaks Elementary	1,992,600
Kannapolis Middle School	1,222,100
School Contingency	3,235,336
County Facility Projects	5,796,633
Park Projects	4,243,573
Park Projects/CVB	843,617
Other County Capital Projects	22,066,497
Community College Renovations	280,043
Harrisburg EMS Station	375,000
Cabarrus County Schools – Buses	875,000
Cabarrus County Schools – Mobile Units	1,110,000

TOTAL EXPENDITURES	\$65,033,266
---------------------------	---------------------

GRAND TOTAL – REVENUES	\$65,033,266
GRAND TOTAL – EXPENDITURES	\$65,033,266

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for

statutorily permissible public purposes.

- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 2. The County Manager may transfer amounts up to \$100,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
 8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
 9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
 10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
 11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the

law.

- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.

- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.

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

Adopted this the 18th day of April, 2016.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

APRIL 4, 2016
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at April 18, 2016 Meeting

SUBJECT:

IAM - Construction and Demolition Landfill - Expansion Option

BRIEF SUMMARY:

Infrastructure and Asset Management (IAM) and Finance staff will provide information regarding the option of extending the operating life of the Cabarrus County Construction and Demolition Landfill.

REQUESTED ACTION:

Motion to approve expansion of existing landfill operating cell.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kevin Grant, Sustainability Manager
Kyle Bilafer, Director, Infrastructure and Asset Management

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Landfill Future Bullet Points](#)
 - [Landfill Aerial](#)
-

Future of the landfill

- ▶ Continued discussion of the future of the landfill and potential uses of the site

- ▶ Pros/Cons: closing vs. keeping it open
 - Effect on contractors
 - Effect on citizens
 - Estimated cost of expansion (opening a new cell)
 - Status of equipment (useful life)
 - Potential uses of the landfill site



Cabarrus County Construction & Demolition Landfill

Current C&D
Waste Expansion
Areas

Compost Area

4441 Irish Potato Rd

© 2015 Google

Google earth

1993

Attachment number 2 in
Imagery Date: 10/4/2014 35°28'27.56" N 80°31'17.29" W elev 728 ft eye alt 4055 ft



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

APRIL 4, 2016
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at April 18, 2016 Meeting

SUBJECT:

Planning and Development - Duke Helping Home Grant Funds

BRIEF SUMMARY:

The North Carolina Community Action Agency in conjunction with Duke Energy has made funding available that is designed to expand local Weatherization Services. Cabarrus County is eligible for \$75,000 in funding that can be used for HVAC replacements, the purchase of certain energy efficient appliances, and health and safety improvements in the home. Cabarrus County has been using the Duke Energy Carolina(DEC) grant program for the past year. The DEC program is a rebate program that has allowed staff to expand services. Staff is requesting permission to participate in the Duke Helping Homes grant program as well. The Memorandum of Understanding is attached.

REQUESTED ACTION:

Motion to approve participation in the Duke Helping Homes grant program and authorize County Manager to execute the contracts.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kelly Sifford, Planning and Development Director, AICP

BUDGET AMENDMENT REQUIRED:

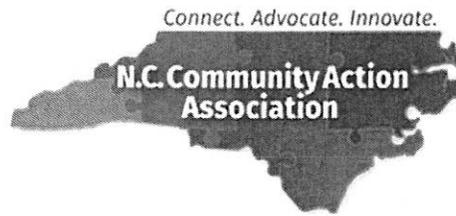
Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- [Memorandum of Understanding](#)
-



DUKE ENERGY'S HELPING HOME FUND Memorandum of Understanding

North Carolina Community Action Association

MOU # 2016 - 3200

This Memorandum of Understanding ("Memorandum") is entered into as of March 22, 2016 by and between the North Carolina Community Action Association (hereinafter referred to as "NCCAA") and Cabarrus County Planning & Development Services (herein referred to as "Service Provider") for the Duke Energy's Helping Home Fund. NCCAA and the Service Provider are herein collectively referred to as "Parties" and individually as "Party".

WHEREAS, the Parties desire to assist low-income customers with managing their energy costs by making energy efficiency improvements at the customer's residence in the state of North Carolina. Helping Home Funds will be distributed to parties involved in assisting low-income customers with energy efficiency upgrades.

WHEREAS, as a result of the foregoing, NCCAA will:

- Allocate the Helping Home Funds by Duke Energy service territory, county, and program as detailed in Schedule A of this Memorandum;
- Provide a data tracking and reporting system;
- Supply marketing guidelines and templates that follow Duke Energy's branding requirements;
- Provide program training and guidance;
- Conduct quality control/quality assurance visits;
- Maintain a website for distribution of information including program contacts and complaint resolution process; and
- Reimburse the Service Provider upon completion and invoicing of work completed.

In recognition of the foregoing, the Service Provider agrees to participate in the distribution of the Duke Energy's Helping Home Fund, as follows:

1. Utilize funds as identified in Schedule A of this Memorandum for the benefit of Duke Energy's low-income electric customers for:
 - Health and safety projects;
 - Weatherization projects (Duke Energy Progress territory only);
 - Heating repair and replacement projects; and
 - Vendor payments for equipment installation/repair.

2. Expend funds as identified in Schedule of this Memorandum by eligible category for staffing, contractors, production and distribution of program-approved educational materials, qualified program measures and equipment including appliances and HVAC equipment, travel related to program delivery, and diagnostic testing.
3. Complete all projects between March 22, 2016 and December 31, 2016.
4. Enter all information required on each customer project into the Helping Home Fund tracking and reporting system.
5. Maintain accurate and detailed records of the distribution of the Duke Energy's Helping Home Fund for a minimum of four (4) years; and upon the Service Provider's receipt of funds, maintain records for up to seven (7) years.
6. Provide Duke Energy, NCCAA, Lockheed Martin, or their representatives the right to review all records, at any time, pertaining to the distribution of such funds.

WHEREAS, the Service Provider is required to:

1. Identify customer's eligibility based on receiving electric service provided by Duke Energy and the requirements of the U.S. Department of Energy (DOE) federal poverty standards (not to exceed 200% of the poverty income qualifications).
2. Determine the customer's level of assistance based on program guidelines, such as energy usage per square foot.
3. Leverage other funds that may be available from federal, state, or local programs to achieve the maximum benefit for Duke Energy's low-income customers and to maximize the benefit of the Helping Home Funds.
4. Obtain the written consent from each customer prior to accessing Duke Energy historic energy use data or performing any work.
5. Perform a comprehensive in-home assessment to include National Energy Audit Tool (NEAT) and other tools as required by the U.S. DOE and North Carolina State Weatherization Assistance Program (NC WAP) to determine eligibility.
6. Ensure all appliance and product replacements are ENERGY STAR certified and check the ENERGY STAR website on a monthly basis for any updates or changes to the lists of certified products.
7. Comply with the installation standards of the NC WAP (except where noted by the Helping Home Fund program guidelines).
8. Inform the customer which measures/improvements are being provided by the program sponsor, Duke Energy, and provide collateral program information and customer satisfaction surveys on behalf of Duke Energy.
9. Be responsible for identifying Duke Energy as the program sponsor by purchasing and distributing yard signs while work is in progress.
10. Follow marketing guidelines as outlined by NCCAA and Duke Energy. The Service Provider must have all marketing materials pre-approved for use.
11. Require all individuals with direct contact with the customer to pass a drug test and alcohol screening, as well as a personal background investigation as a condition of employment.
12. Ensure all workers interacting with customers: 1) maintain a professional, courteous image; 2) are knowledgeable about home construction and operation; and 3) are knowledgeable about the energy improvement measures that are recommended.



13. Be responsible for the work to be performed, supervision of their employees and use of the Service Provider's own equipment. All installations must meet manufacturers' instructions and specifications.
14. Must comply with all federal, state and local codes and regulations and have appropriate license(s) and insurance(s) for the work to be performed. The Service Provider will be required to provide proof of commercial insurance. At a minimum:
 - Worker's Compensation Insurance as required by laws of the states in which its employees work, covering all of the employees who are engaged in any worked under this agreement;
 - Employer's Liability Insurance minimum of \$500,000, covering all of the employees who are engaged in work under this agreement;
 - Commercial Liability Insurance providing a minimum combined single limit of \$1,000,000 for each occurrence; and
 - Pollution Occurrence Insurance with three basic limits: \$500,000 per occurrence, \$500,000 aggregate for the policy term, and \$2,500 deductible per occurrence; and
 - Automobile Liability Insurance with a combined single limit of \$500,000 for bodily injury and property damage, a limit of \$500,000 for uninsured/underinsured motorist coverage, and a limit of \$2,000 for medical payment coverage.
15. Work with Service Provider employees or subcontractors to obtain estimate(s) for work to be completed. Service Provider shall review the estimates to ensure work is reasonable and accurate.
16. Perform all activities related to customer claims tracking and handling (includes damaged property, improper installation, or problems with installation of measures).
17. Schedule installation and oversee work through completion.
18. Allow Duke Energy, NCCAA, Lockheed Martin, or their representatives to accompany workers on in-home visits or on customer service calls.
19. Maintain all updated information in the Helping Home Fund tracking and reporting system, including but not limited to: measure information; estimated savings; customer complaints; safety issues; and dollars spent.
20. Handle all customer complaints in accordance with the Customer Complaint Resolution Plan included in the Helping Home Fund Procedures Manual.
21. Be responsible for securing all confidential information in accordance with Duke Energy's standards included in the Helping Home Fund Procedures Manual. The Service Provider must notify NCCAA within 24 hours should a data breach occur.
22. Correct any deficiency found by the independent quality control team or the customer regarding the installation or product within 14 days. The Service Provider must also notify NCCAA Program Management of the situation via the Helping Home Fund tracking and reporting system within 24 hours. The Service Provider will track and report deficiencies and resolution in the Helping Home Fund tracking and reporting system. The Service Provider will be held financially liable for the correction of all deficiencies (regardless of how detected and whether resolved within the above-provided 14 day time period and whether the correction was undertaken by the Service Provider or another person or entity), including but not limited to: material and labor costs; costs for outside contractors and subcontractors; and all reimbursements, chargebacks, and other amounts claimed by or owed to Duke Energy arising from or related to any deficiency or its correction.



23. Be held financially liable to resolve customer complaints originating from mistreatment of customer homes, improper installation measures, and inaccurate information disseminated by Service Provider personnel and/or subcontractors working for the Service Provider. The Service Provider's financial liability includes but is not limited to: all costs of resolving customer complaints and all reimbursements; chargebacks; and other amounts claimed by or owed to Duke Energy arising from or related to any customer complaint or its resolution.
24. Submit for reimbursement of completed projects with required documentation. Service Providers may submit for completed projects every two weeks.
25. Pay contractors (if utilized) once contract is completed.
26. Maintain and allocate spending/budget information as outlined in Schedule A.

To the maximum extent permitted by law, the Service Provider will indemnify and hold harmless Duke Energy and its directors, officers, employees, agents, and other contractors and subcontractors, and NCCAA and its directors, officers, employees, agents, and other contractors and subcontractors, from and against all third-party claims, causes of action, and liability for personal injury or property damage or any combination of the two (whether sounding in tort, contract, or some other theory) arising from or related to the negligent, willful, or wanton acts or omissions of the Service Provider, or its directors, officers, employees, contractors, subcontractors, or agents.

The Parties agree that this Memorandum is expressly contingent on the receipt of all regulatory approvals or waivers they deem necessary.

IN WITNESS WHEREOF, the Parties have reviewed and agree to the above guidelines of Duke Energy's Helping Home Fund, and subscribe their name as of the day and year first written above:

Service Provider Name:	
Street Address:	
City, State, Zip:	
E-Mail Address for Organization:	
Primary Contact Name:	
Primary Contact Email:	
Telephone Number:	
Fax Number:	
The following information should reflect the details to issue the reimbursement check:	
Primary Fiscal Contact Name:	
Primary Fiscal Phone Number:	
Primary Fiscal Email Address:	
Payee	



Tax Entity	
Tax ID	
Attn: To	

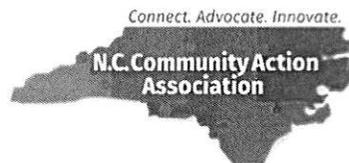
Signature of Service Provider:

Printed Name & Title of Service Provider Official

Signature of Service Provider Official

Date (MM/DD/YY)

North Carolina Community Action Association
4428 Louisburg Road, Suite 101
Raleigh, NC 27616
Phone: (919) 790-5757
Website: www.nccaa.net



Signature of NCCAA Official:

A handwritten signature in black ink, appearing to read "Sharon Goodson".

3/22/16

Sharon Goodson, Executive Director of NCCAA

Date (MM/DD/YY)



Schedule A: Duke Energy's Helping Home Fund – Project Funding

Service Provider funding as outlined in the MOU is as follows for **Cabarrus County Planning & Development**:

Funding Period (Year One): March 22, 2016 to December 31, 2016
Total Funds Available: \$ 75,000

The funds available must benefit the following counties and be spent between Weatherization/Health and Safety, HVAC Repair and Replacement, and Appliance Replacement according to the schedules below.

Duke Energy Progress (DEP): \$ 0

HHF DEP – Health and Safety, Weatherization, and Appliance Replacement

County	Admin	Program Delivery	Total
Cabarrus	\$ -	\$ -	\$ -

HHF DEP – HVAC Repair and Replacement

County	Admin	Program Delivery	Total
Cabarrus	\$ -	\$ -	\$ -

Duke Energy Carolinas (DEC): \$ 75,000

HHF DEC – Health and Safety, and Appliance Replacement

County	Admin	Program Delivery	Total
Cabarrus	\$ 1,125	\$ 21,375	\$ 22,500

HHF DEC – HVAC Repair and Replacement

County	Admin	Program Delivery	Total
Cabarrus	\$ 2,625	\$ 49,875	\$ 52,500

Note: 5% of the funding is for administration as detailed above. Service Providers will receive the funds spent on each project upon completion of work and submission of invoice(s).



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

APRIL 4, 2016
4:00 P.M.

AGENDA CATEGORY:

Discussion Item - No Action

SUBJECT:

BOC - Discussion of Performance Measurement Objectives

BRIEF SUMMARY:

Through a series of planning retreats last year, the Board updated their strategic goals. During the annual budget process staff tracks performance measurement objectives to determine how well we meet our goals. In light of the Board's updated goals, staff is requesting guidance on performance measurement objectives that best reflect the Board's direction.

REQUESTED ACTION:

For discussion at the work session.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Mike Downs, County Manager
Megan Smit, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING

APRIL 18, 2016
6:30 P.M.

MISSION STATEMENT

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

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

INVOCATION

A. APPROVAL OR CORRECTION OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Human Resources - Recognition of Deputy Vernon Howell on Retirement from Cabarrus County Sheriff's Office
2. Planning and Development - Soil and Water - Daniel McClellan 2015 Outstanding Technical District Employee of the Year Award
3. Active Living and Parks - Older Americans Month 2016 Proclamation
4. Planning and Development - Soil and Water Stewardship Week Proclamation

D. INFORMAL PUBLIC COMMENTS (Each speaker is limited to 3 minutes)

E. OLD BUSINESS

F. CONSENT AGENDA

(Items listed under Consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Board.)

1. County Manager - Cardinal Innovations Modification to Sublease
2. County Manager – Memorandum of Understanding for Improvements to Bill McGee Road
3. DHS - Review of Bids to Provide Bulk Catering Services to the LunchPlus Club Program
4. EMS - Non-Emergency Franchise Renewal for American TransMed - Hearing 6:30 P.M.
5. Finance - LOBS 2016 Proceeds, Capital Reserve Funding and Related Budget Amendment
6. Human Resources - Springsted Compensation Study Overview and Recommendations
7. IAM - Construction and Demolition Landfill - Expansion Option
8. Planning and Development - Duke Helping Home Grant Funds
9. Sheriff's Office - Request to Award a Service Weapon to Deputy Vernon Howell Upon His Retirement
10. Tax Administration - Refund and Release Report - March 2016

G. NEW BUSINESS

H. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Appointments (Removals) - Cabarrus County Senior Centers Advisory Council

I. REPORTS

1. County Manager - Monthly New Development Report
2. BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees
3. County Manager - Monthly Reports on Building Activity
4. EDC - March 2016 Monthly Summary Report
5. Request for Applications for County Boards/Committees
6. Finance - Monthly Financial Update

J. GENERAL COMMENTS BY BOARD MEMBERS

K. WATER & SEWER DISTRICT OF CABARRUS COUNTY

L. CLOSED SESSION

M. ADJOURN

IN ACCORDANCE WITH ADA REGULATIONS, ANYONE WHO NEEDS AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE ADA COORDINATOR AT 704-920-2100 AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING.

Scheduled Meetings:

May 2	Work Session	4:00 p.m.	Multipurpose Room
May 16	Regular Meeting	6:30 p.m.	BOC Meeting Room
May 24	Budget Workshop	4:00 p.m.	Multipurpose Room
May 26	Budget Workshop	4:00 p.m.	Multipurpose Room
June 6	Work Session	4:00 p.m.	Multipurpose Room
June 20	Regular Meeting	6:30 p.m.	BOC Meeting Room

Mission: Through visionary leadership and good stewardship, we will administer state requirements, ensure public safety, determine county needs, and provide services that continually enhance quality of life.

Vision: Our vision for Cabarrus is a county where our children learn, our citizens participate, our dreams matter, our families and neighbors thrive, and our community prospers.

Channel 22 Broadcast Schedule

Cabarrus County Board of Commissioners' Meetings

The most recent Commissioners' meeting is broadcast at the following days and times. Agenda work sessions begin airing after the 1st Monday of the month and are broadcast for two weeks up until the regular meeting. Then the regular meeting begins airing live the 3rd Monday of each month and is broadcast up until the next agenda work session.

Sunday - Saturday	1:00 P.M.
Sunday - Tuesday	6:30 P.M.
Thursday & Friday	6:30 P.M.



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

APRIL 4, 2016
4:00 P.M.

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session – Economic Development

BRIEF SUMMARY:

A closed session is needed to discuss matters related to economic development as authorized by NCGS 143-318.11(a)(4).

REQUESTED ACTION:

Motion to go into closed session to discuss matters related to economic development as authorized by NCGS 143-318.11(a)(4).

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
APRIL 4, 2016**

ADDITIONS:

- 4-8 County Manager – Memorandum of Understanding for Improvements to Bill McGee Road Pg. 84**

MOVED TO MAY:

- 4-1 Human Resources – Springsted Compensation Study Overview and Recommendations**



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

APRIL 4, 2016

4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at April 18, 2016 Meeting

SUBJECT:

County Manager – Memorandum of Understanding for Improvement to Bill McGee Road

BRIEF SUMMARY:

The overall incentives package approved for Project Burgundy includes upgrading and extending Bill McGee Road off of Wallace Road. Right-of-way for the improved public road will be provided by McGee Brothers Co. Inc. and Cabarrus County. Improvements will be funded and completed by the N.C. Department of Transportation, Aberdeen Carolina & Western Railroad and Intertape Polymer Corp. All of these entities are party to the proposed Memorandum of Understanding.

REQUESTED ACTION:

Motion to approve the Memorandum of Understanding and authorize the County Manager to execute the agreement on behalf of Cabarrus County subject to review or revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Jonathan Marshall, Deputy County Manager

Richard Koch, County Attorney