



CABARRUS COUNTY BOARD OF COMMISSIONERS

**WORK SESSION
FEBRUARY 5, 2018
4:00 P.M.**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN

2.1 Including Changes to the Agenda Pg. 173

3. DISCUSSION ITEMS - NO ACTION

3.1 Child Protection and Fatality Team 2017 Report Pg. 3

3.2 Infrastructure and Asset Management - New Courthouse Architect Selection Pg. 21

3.3 Infrastructure and Asset Management - Proposed Western Senior Center and Library Discussion Pg. 22

4. DISCUSSION ITEMS FOR ACTION AT FEBRUARY 19, 2018 MEETING

4.20 Human Resources - Public Safety Salary Study Results Pg. 183

4.1 Finance - Cabarrus County Schools - Collateral Substitution Resolution Pg. 26

4.2 Finance - Cabarrus County Schools Agency Agreement - New Southwest Elementary School Pg. 38

4.3 Finance - Cabarrus County Schools - Southwest Elementary School Reimbursement Resolution Pg. 46

4.19 Finance - Cabarrus County Schools - West Cabarrus High School Unsuitable Soils Pg. 174

4.4 Finance - Acceptance of Construction Contract Proposal for the Rowan-Cabarrus Community College Advanced Technology Center Pg. 54

4.5 Finance - Rowan-Cabarrus Community College Advanced Technology Center Title Transfer Pg. 62

4.6 Finance - Rowan-Cabarrus Community College Agency Agreement Advanced Technology Center Pg. 67

4.7 Finance - Rowan-Cabarrus Community College - Advanced Technology Center Reimbursement Resolution Pg. 74

4.8 Finance - North Carolina Education Lottery Payment Applications for School Debt Service Pg. 82

4.9 County Manager - North Carolina Department of Transportation Final Bill for Raging Ridge Road Extension Pg. 90

4.10 County Manager - Budget Amendment for Purchase of Vietnam Veterans Park Property Pg. 97

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

- 4.11 County Manager - Purchase of Property for Rowan-Cabarrus Community College Pg. 100
- 4.12 Emergency Medical Services - Award of Surplus Ambulance to Concord High School Fire Emergency Medical Technicians (EMT) Academy Pg. 110
- 4.13 Emergency Medical Services - Award of Surplus Ambulance to Rowan-Cabarrus Community College Pg. 113
- 4.14 Emergency Medical Services - Sale of Surplus Ambulance to American Transmed Pg. 116
- 4.15 Emergency Medical Services - Telestroke Project Pg. 120
- 4.16 Infrastructure and Asset Management - Offer for Purchase of tax Foreclosure Property Pg. 151
- 4.17 Planning and Development - Community Development Grant Request Pg. 161
- 4.18 Tax Administration - Advertisement of 2017 Delinquent Taxes Pg. 163

5. APPROVAL OF REGULAR MEETING AGENDA Pg. 168

6. CLOSED SESSION

- 6.1 Closed Session - Pending Litigation, Economic Development, Acquisition of Real Property and Personnel Matters Pg. 172

7. ADJOURN



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**FEBRUARY 5, 2018
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Child Protection and Fatality Team 2017 Report

BRIEF SUMMARY:

A representative from the Cabarrus County Child Protection and Fatality Team will present the 2017 data of children fatalities in the County, and the annual report of issues pertaining to children within the County.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

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

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [2017 Child Protection and Fatality Team Report](#)
-

The State of our Children: A 2017 Report

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

What is CPFT?

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

2016 Child Deaths

-
- **Illness –7:** 1-Rhabdomyosarcoma in Right Axilla, 1-Congenital Mitral Stenosis, 1-Cardiovascular Disease, 1- Cerebral Palsy, 1-Malignant Neoplasm of Connective and Soft Tissue, 1-Malignant Neoplasm of Cerebellum, 1-Malignant Neoplasm of Retina
 - **Prematurity- 9 – Update on Kindermourn**
 - **Accidental-6:** 1-Co-Sleeping (5 months), 1-Co-Sleeping (9 days), 1-Unsafe Sleep (5 months), 1-Unsafe Sleep (2 months), 1-Drowning, 1-Collision with Train

TOTAL = 22 (2013-25; 2014-18, 2015-23)

Death by Unsafe Sleep

- Though parents of infants receive safe sleep education, including the dangers of unsafe sleep practices from multiple sources, there continue to be infant deaths due to unsafe sleep practices.
- The local DSS staff distribute brochures on safe sleep to families with whom they are involved that have an infant in the home.
- Local agencies have funds to provide Pack N Play portable beds to families who do not have a safe sleeping environment for their infants. They just have to be referred by a partnering agency with a case manager such as DHS, CHA, or CHS-NE.
- The Local CCPT has previously examined and updated safe sleep educational materials that are provided to parents within the community.
- We would like to do a PSA on unsafe sleep but we need the county to support and provide the resources for that.

Child Abuse – DHS Numbers

- CPS reports received: 2,623
- Reports accepted: 1,862
- Average number of cases open in In Home Services for a month: 40
- Average number of children in foster care for a month: 90
- Number of petitions filed for custody: 67
- Foster children moved to permanence: 55

Efforts by the DA's Office

- The DA's office is continuing to work with agency partners on the Human Trafficking Task Force to initiate, educate, and work to eradicate trafficking in Cabarrus County.
- Chief ADA Ashlie Shanley is traveling from school to school conducting Parent Nights to discuss internet safety for their kids.
- They are continuing to work with the DV task force to provide essential services to victims.

Cardinal Updates

- 313 at NE; 9 at Kannapolis; 7 at Harrisburg
- Monarch has opened a treatment facility for juveniles.
- Cardinal takeover by NCDHHS and appointment of a new BOD.
- Cardinal does have people who are solid champions for the mentally ill and we should not forget that.
- Our school systems, DHS and other community partners are still having issues finding appropriate placement for children in need of mental health services, but things do appear to have improved for our top 1% of children with open criminal and delinquent matters.
- We still have people not being served or delayed in service, due to limited resources.

Illustration – homelessness in children



Cabarrus Homelessness Indicators

January through June 2017

Created by the Cabarrus County Homelessness Task Force

Opportunity House

Averaged **28** showers per week for those seeking shelter or housing, totaling **728** showers from January to June.

Provided **11** tents and **18** sleeping bags to homeless individuals.

Cooperative Christian Ministry

Averaged **23** housing applications a month, some months averaging 1 per day.

Conducted **139** housing applications, totalling **476** people.

Cabarrus County and Kannapolis City Schools

During the 2016-2017 school year, **451** students were identified as homeless.

- Cabarrus County Schools: **329**
- Kannapolis City Schools: **122**

Coordinated Assessment

86 households were wait listed for housing.

The average household size for families dealing with housing issues is **3.4**. This means roughly **292** were wait listed.

Substance Use Treatment Facilities

In 2016, Daymark Recovery Services had **46** clients identify as homeless. This does not include those that reported staying with family or friends.

Cabarrus County Jail

In 2016, **43** inmates released from Cabarrus County jail listed 'streets' as their place of residence. **30%** of those had repeat arrests.

Point in Time Count

From 2015 to 2017, there was a **7.8%** increase in the recorded number of homeless individuals in Cabarrus County.

This included a **46%** increase in the number of homeless families and a **41%** increase in homeless children.

For more information visit www.healthycabarrus.org/priorities/homelessness.

What happens every day in Cabarrus County?

- CCS & KCS – Every day a school social worker is actively dealing with a homeless child.
- DHS – Every day a county social worker is actively dealing with a homeless child.
- CHA – At least two pregnant women who are currently homeless. One in her car and one with absolutely no idea of where she will go.
- Our churches and faith based organizations are flooded with calls and individuals appearing on their doorsteps.
- Every agency who deals with homelessness is inundated with phone calls and has no good answer.

Homeless children?

- 1) WE, AS A COMMUNITY, DO NOT HAVE A PLACE TO SEND A CHILD WHO IS HOMELESS TONIGHT.
- 2) THE RESOURCES THAT WE DO HAVE FOR HOMELESS CHILDREN ARE INSUFFICIENT FOR THE VOLUME OF HOMELESS CHILDREN THAT WE HAVE IN THE COMMUNITY.
- The only option is the Salvation Army (hereafter referred to as “the Army”) which currently only has one room and it is filled with a family most of the time.
- We do have some bandaid organizations, but they have problems like lack of stable funding and the unstable environment of extended stay hotels.

Current Potential Solution: Salvation Army

- They are stepping up to the plate for emergency help.
- This is a \$3 million facility
- The Army already has the land and were approved for a special use permit by the Planning & Zoning Commission on January 16th.
- The Army really needs the new facility to go there because the facility has been architecturally designed to go there and because it is near current support staff.
- The Army will not have the drug issues that you have at the extend stay hotels because everyone who comes in has to be screened for drug use. We want that for the kids.
- This is a great start, to a desperate need, and we should definitely do it. However, it will not meet the needs of our community at this time. I will propose more solutions later.

CCM's Programs

- Is NOT an emergency shelter.
- They have the MAC House (single mother's can stay here for up to one year.)
- My Father's House – whole families can stay for six months.
- Transitional Housing/Teaching Houses – These families are given full time case management, for up to two years, but this is extremely expensive.
- Stable Housing – is a below market value housing program where CCM is your landlord.

CCM

- CCM definitely has success stories. They had two families become homeowners with a third in the process. This is in part due to their relationship with Habitat for Humanity.
- 71% of their families made progress; 78% improved financial stability
- These families pass drug tests, and in order to enroll, have to show a period of drug cleanliness such as AA or NA involvement.
- No violent felons or sex offenders get to stay at a CCM facility.
- They receive approximately one application for housing every day of the year.

Things We Need

- Attention to critical populations: families, chronically homeless families, single females, young adults aging out of foster care, previously incarcerated individuals.
- We need more places to receive the homeless population, even beyond the Army. Receiving places need to have trained clinical social workers.
- We need affordable housing. Ideally, using some of the empty mill houses and capitalizing on the mill heritage, could provide for these families as opposed to building projects. A solid nonprofit organization could manage this if funding support was available through county or city support.
- We also need to have some difficult discussions with the state legislature about how DHS treats children who are homeless based on new research on how homelessness impacts their brain development including the impact of toxic stress.

Quote from a Cabarrus County Foster Care Graduate

- Being in foster care is scary because you are forced to be around people that you don't know and they don't know you, but you learn and adapt to new people/cultures and grow in a way in which is beautiful. You learn structure and discipline and with that comes love and guidance. Foster care is a blessing in disguise and if I could do it over again, I would.

Questions & Answers





CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

FEBRUARY 5, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - New Courthouse Architect Selection

BRIEF SUMMARY:

Discussion about the new Cabarrus County Courthouse architect selection process and presentation of the committee's architect selection.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations
Michael Miller, IAM Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

FEBRUARY 5, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Proposed Western Senior Center and Library Discussion

BRIEF SUMMARY:

Staff has been discussing a proposed Western Senior Center & Library with a developer. Staff would like to discuss this proposed facility with the Board of Commissioners and receive input.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Jonathan Marshall, Deputy County Manager
Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Aerial](#)
-





Attachment number 1 \n



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

FEBRUARY 5, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at February 19, 2018 Meeting

SUBJECT:

Finance - Cabarrus County Schools - Collateral Substitution Resolution

BRIEF SUMMARY:

On March 1, 2011, the Cabarrus County Development Corporation issued \$14.6 million in Qualified School Construction Bonds installment financing (QSCB) for various projects for Cabarrus County Schools and Kannapolis City Schools. To secure the projects, Mt. Pleasant Middle School (MPMS) 8325 NC Hwy 49 N was pledged as collateral under a Deed of Trust. Mt. Pleasant Middle School is no longer being used as public school facility by the Cabarrus County Board of Education. To be able to sell the MPMS site to a private purchaser, a substitution of collateral is required by the Deed of Trust. Through review of eligible properties, Winecoff Elementary School was determined to be the best option for the collateral substitution. A Special Warranty Deed is included for your review.

REQUESTED ACTION:

Motion to adopt the Cabarrus County Schools Resolution approving substitution/modification of the collateral securing the Cabarrus County Development Corporation Taxable Limited Obligation Qualified School Construction Bonds (QSCB), Series 2011A and the Special Warranty Deed transferring title of Winecoff Elementary School from the Cabarrus County Board of Education to Cabarrus County, subject to attorney review and approval by the Cabarrus County Board of Education.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Farrington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

[Collateral Substitution Resolution](#)

[Special Warranty Deed](#)

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

The Board of Commissioners for the County of Cabarrus, North Carolina, met in regular session in the Commissioners’ Meeting Room in the Cabarrus County Governmental Center in Concord, North Carolina, the regular place of meeting, at 6:30 p.m., on February 19, 2018, with Stephen M. Morris, Chairman, presiding. The following Commissioners were:

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

ABSENT: [None.]

ALSO PRESENT: Michael K. Downs, County Manager; Pamela S. Dubois, Senior Deputy County Manager; Susan B. Fearrington, Finance Director; Richard M. Koch, Esq., County Attorney; and Terri Lea Hugie, Clerk to the Board.

* * * * *

RESOLUTION APPROVING SUBSTITUTION/MODIFICATION OF THE
COLLATERAL SECURING THE CABARRUS COUNTY DEVELOPMENT
CORPORATION TAXABLE LIMITED OBLIGATION QUALIFIED SCHOOL
CONSTRUCTION BONDS (COUNTY OF CABARRUS, NORTH CAROLINA
INSTALLMENT FINANCING CONTRACT), SERIES 2011A; AUTHORIZING
THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS IN
CONNECTION THEREWITH; AND PROVIDING FOR CERTAIN OTHER
RELATED MATTERS

WHEREAS, the Cabarrus County Development Corporation (the “Corporation”) has heretofore executed and delivered its Taxable Limited Obligation Qualified School Construction Bonds (County of Cabarrus, North Carolina Installment Financing Contract), Series 2011A (the “2011A LOBS”), under an Indenture of Trust, dated as of March 1, 2011 (the “2011A Indenture”), between the Corporation and Regions Bank, as bond trustee (the 2011A Bond Trustee”);

WHEREAS, the proceeds of the 2011A LOBS were loaned from the Corporation to the County pursuant to an Installment Financing Contract entered into under NCGS Section 160A-20 between the County and the Corporation, dated as of March 1, 2011 (the “2011A Contract”),

and such proceeds have heretofore been used by the County to provide financing for various public school projects;

WHEREAS, in order to secure the obligations of the County under the 2011A Contract, the County also entered into a Deed of Trust, Security Agreement and Fixture Filing, dated as of March 1, 2011, (the "2011A Deed of Trust"), with the deed of trust trustee named therein, for the benefit of the Corporation and the 2011A Bond Trustee, as the assignee of the Corporation (collectively, the Corporation and the 2011A Bond Trustee are referred to herein as the "Beneficiary");

WHEREAS, the only property, both initially and currently, posted as collateral under the 2011A Deed of Trust is the site of Mount Pleasant Middle School, including all improvements thereon (the "MPMS Site"), the legal description of which is attached hereto as Appendix A;

WHEREAS, the MPMS Site is no longer being used as a public school facility by the Cabarrus County Board of Education;

WHEREAS, the County desires to obtain a release of the MPMS Site from the lien of the 2011A Deed of Trust and sell the MPMS Site to a private purchaser free and clear of the lien of the 2011A Deed of Trust;

WHEREAS, NCGS Section 160A-20 requires that some portion or all of the property financed with the proceeds of the 2011A LOBS be pledged as collateral under the 2011A Deed of Trust at all times;

WHEREAS, the 2011A Deed of Trust provides a process whereby substitute property can be pledged as additional collateral under the 2011A Deed of Trust and the MPMS Site can thereafter be released from the lien of the 2011A Deed of Trust;

WHEREAS, a portion of the proceeds of the 2011A LOBS was expended on improvements to the site of the Winecoff Elementary School (the "WE Site"), the legal description of which is attached hereto as Appendix B;

WHEREAS, as required by NCGS Section 160A-20, and permitted by the terms of the 2011A Deed of Trust, the County desires to pledge the WE Site and all improvements thereon as additional collateral subject to the lien of the 2011A Deed of Trust;

WHEREAS, after the addition of the WE Site as substitute collateral subject to the lien of the 2011A Deed of Trust, the County desires to implement the process provided in the 2011A Deed of Trust to effect the release of the MPMS Site from the lien of the 2011A Deed of Trust;

WHEREAS, the Board of Commissioners desires to approve the substitution/modification of the collateral subject to the lien of the 2011A Deed of Trust that secures the 2011A LOBS and to authorize various other actions in connection therewith;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, as follows:

Section 1. All actions taken by or on behalf of the County to date to effectuate the proposed substitution/modification of the collateral subject to the lien of the 2011A Deed of Trust are hereby ratified, approved and authorized.

Section 2. The Board of Commissioners hereby finds and confirms for purposes of Section 1.14 of the 2011A Deed of Trust that (i) the insured value of the WE Site (\$22,456,462) that will remain subject to the lien of the 2011A Deed of Trust after the release of the MPMS Site is not less than fifty percent (50%) of the aggregate principal component of the Installment Payments relating to the Outstanding 2011A LOBS (\$7,317,500.00); (ii) the assessed tax valuation of the WE Site (\$13,247,710) that will remain subject to the lien of the 2011A Deed of Trust after the release of the MPMS Site is not less than fifty percent (50%) of the aggregate principal component of the Installment Payments relating to the Outstanding 2011A LOBS (\$7,317,500.00); (iii) the release of the MPMS Site from the lien of the 2011A Deed of Trust will not prohibit the County's ingress, egress and regress to the WE Site, or materially interfere with the use of the WE Site and (iv) the County will be responsible and pay for all expenses in connection with the addition of the WE Site to, and release of the MPMS Site from, the lien of the 2011A Deed of Trust and all related matters.

Section 3. The addition of the WE Site to the collateral securing the 2011A Deed of Trust and the lien thereof, and thereafter the release of the MPMS Site from the collateral securing the 2011A Deed of Trust and the lien thereof, are hereby approved. The Trustee of the

2011A Deed of Trust and the Beneficiary are hereby requested to take any and all actions to effectuate the addition, substitution and release described herein from the lien of the 2011A Deed of Trust.

Section 4. The Chairman of the Board of Commissioners, the County Manager, the Director of Finance and the County Attorney are hereby authorized to take any and all action, including, without limitation, approval of modifications to the terms of the existing 2011A Deed of Trust, and to execute and deliver for and on behalf of the County such other documents and certificates relating to the addition, substitution and release described herein from the lien of the 2011A Deed of Trust as they may deem necessary or advisable to carry out the intent of this resolution and to effect the addition, substitution and release described herein from the lien of the 2011A Deed of Trust. Execution of such documents and certificates by the Chairman of the Board of Commissioners or the County Manager shall conclusively evidence their approval of all such documents and certificates. The County Clerk is hereby authorized to affix the seal of the County to such documents and certificates as may be appropriate and to attest to the same and to execute and deliver the same as may be needed.

Section 5. As required by the 2011A Deed of Trust, the Director of Finance shall provide notice of the addition, substitution and release of the collateral subject to the lien of the 2011A Deed of Trust to the Rating Agencies after the consummation thereof. In addition, the Director of Finance shall timely file a material event notice with EMMA describing the addition, substitution and release of the collateral subject to the lien of the 2011A Deed of Trust after the consummation thereof.

Section 6. This Resolution shall become effective immediately upon its adoption.

Thereupon, upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution entitled "RESOLUTION APPROVING SUBSTITUTION/MODIFICATION OF THE COLLATERAL SECURING THE CABARRUS COUNTY DEVELOPMENT CORPORATION TAXABLE LIMITED OBLIGATION QUALIFIED SCHOOL CONSTRUCTION BONDS (COUNTY OF CABARRUS, NORTH CAROLINA INSTALLMENT FINANCING CONTRACT), SERIES 2011A; AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS

IN CONNECTION THEREWITH; AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS” was adopted and passed by the following vote:

AYES: _____

NOES: _____

* * * * *

I, Terri Lea Hugie, Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners at a meeting held on February 19, 2018, as relates in any way to approving the substitution/modification of the collateral securing the 2011A LOBS described therein, and that said proceedings are recorded in Minute Book No. ____ of the minutes of said Board, beginning at page ____ and ending at page ____.

I DO HEREBY FURTHER CERTIFY that a schedule of regular meetings of said Board of Commissioners has been on file in my office pursuant to G.S. 143-318.12 as of a date not less than seven days before said meeting.

WITNESS my hand and the corporate seal of said County, this ____ day of February, 2018.

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

[SEAL]

Excise Tax 0.00

Recording Time, Book and Page

Tax Lot No. 4-106-17.00 Parcel Identifier No. 5612-81-0480
Verified by _____ County on the _____ day of _____,
by _____

Mail after recording to Richard M. Koch (ROD 74)

This instrument was prepared by Richard M. Koch, Cabarrus County Attorney

Brief description for the Index Winecoff School Property

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this _____ day of February, 2018, by and between

GRANTOR

GRANTEE

CABARRUS COUNTY BOARD OF EDUCATION

CABARRUS COUNTY
Post Office Box 707
Concord, North Carolina 28026-0707

Attachment number 2 \n

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that

certain lot or parcel of land situated in the City of _____, No. 4 _____ Township, Cabarrus _____ County, North Carolina and more particularly described as follows:

See Exhibit A, attached, for the metes and bounds description of the property conveyed. The purpose of this conveyance is to transfer the entirety of the real property comprising the Winecoff Elementary School to Cabarrus County free of any reversionary interest of the Grantor and to transfer such property in fee simple, rather than as a fee simple determinable, as previously conveyed in a deed between the parties dated April 27, 1998 and recorded in Book 2204, page 313 of the Cabarrus Public Registry. In connection with this conveyance, the Grantor releases and waives any claim or interest in this real property based on the November 10, 1997 agreement between the parties relating to the construction of school buildings and any right or claim to a reversion of title to the property.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions herein with stated.

Title to the property hereinabove described is subject to the following exceptions:

All easements, rights of way and restrictions of record, except as modified in this Deed.

A map showing the above described property is recorded in Plat Book _____ page _____.

The property hereinabove described was also conveyed by instrument recorded in Book 2204, Page 313.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

CABARRUS COUNTY BOARD OF EDUCATION _____ (SEAL)
 (Corporate Name)

By: _____ (SEAL)
 _____ Board Chair

ATTEST: _____ (SEAL)
 _____ Clerk to the Board (Corporate Seal)

USE BLACK INK ONLY

SEAL-STAMP
 Attachment number 2 in

NORTH CAROLINA, _____ County.
 I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,
 personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
 hand and official stamp or seal, this _____ day of _____, _____.
 My commission expires: _____ Notary Public

Use Black Ink

SEAL-STAMP

NORTH CAROLINA, _____ County.
 I, a Notary Public of the County and State aforesaid, certify that _____
 personally came before me this day and acknowledged that _____ he is _____ Clerk to the
 Board of the Cabarrus County Board of _____, and that by authority duly
 Education _____
 given and as the act of the Board, the foregoing instrument was signed in its name by its _____
 Board Chair, sealed with its corporate seal and attested _____ as its Clerk to the Board _____.
 Witness my hand and official stamp or seal, this _____ day of February _____, 2018 _____.
 My commission expires: _____ Notary Public

Use Black Ink

The foregoing Certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

 REGISTER OF DEEDS FOR _____ COUNTY
 By _____ Deputy/Assistant – Register of Deeds

EXHIBIT "A"

TRACT ONE:

LYING and being in Cabarrus County, State of North Carolina, adjoining the lands of W. M. Patterson, and others, and bounded as follows:

BEGINNING at an iron stake in great road Winecoff and Patterson's corner, and runs with Patterson's line S. 37 E. 20 poles to an iron stake on Patterson's line; thence S. 56 W. 16 poles to an iron stake in the edge of field; thence N. 37 W. 20 poles to an iron stake on Winecoff line in great road; thence with Winecoff line N. 56 E. 16 poles to the BEGINNING, containing two acres more or less. See Deed Book No. 68, Page 378.

TRACT TWO:

BEGINNING at an iron stake on the south edge of the Concord-Davidson Road, the northwest corner of the old school house lot (said beginning corner has a bearing of N. 87-1/4 W. 25 links from an elm standing on the school lot), and runs thence with two of the school house lines: 1st S. 36-1/4 E. 4.80 chains to an iron stake; thence 2nd N. 56-1/2 E. 6 chains to an iron stake, school house corner on W. M. Patterson's line; thence with W. M. Patterson's line S. 36-1/4 E. 71 links to an iron stake, a new corner, small Oak pointer; thence two new lines as follows: 1st S. 56-1/4 W. 7.03 chains to an iron stake, a new corner; 2nd thence N. 36-1/4 W. 5.51 chains to an iron stake in the south edge of the Concord-Davidson Road; thence with said road N. 55-1/4 E. 1.05 chains to the BEGINNING, containing one acre, more or less, and is that property conveyed by Sallie Little to Board of Education by deed dated January 6, 1917, and recorded in Deed Book 86, Page 218.

THIRD TRACT:

LYING and being in No. 4 Township, Cabarrus County, North Carolina, adjoining the lands of the Winecoff School Lot, the same being a part of the Sallie E. Little home place, and bounded as follows:

BEGINNING at an iron stake planted in the ground, an old corner of the Winecoff School Lot, and runs thence the School Lot line N. 56-1/2 E. 430 feet to an iron stake in the School Lot line by a pine; thence a new line S. 27 E. 410 feet to an iron stake in the edge of a field; thence a new line S. 56-1/2 W. 430 feet to an iron stake, a new corner; thence a new line N. 27 W. 410 feet to the BEGINNING, known as the Winecoff School Lot addition and containing 4.02 acres, more or less, and is that property conveyed by Sallie E. Little to W. R. Odell, R. L. Hartsell and G. G. Allen, County Board of Education of Cabarrus County, North Carolina, by deed dated July 15, 1926, and recorded in Deed Book 111, Page 411.

FOURTH TRACT:

LYING and being in No. 4 Township, Cabarrus County, North Carolina, on the west of Winecoff High School and south side of the property of C. W. Winecoff, and bounded as follows:

BEGINNING at an iron stake, a corner of C. W. Winecoff and Winecoff High School, and runs with the line of the Winecoff High School E. 27-1/2 W. 410.7 feet to an iron stake, a corner of the Winecoff High School; thence the old line of the Winecoff High School prolonged S. 56-1/2 W. 314 feet to an iron stake, a new corner; thence a new line N. 27-1/2 W. 485 feet to an iron stake, an old corner of C. W. Winecoff; thence with the line of said Winecoff N. 70-1/4 E. 314 feet to the BEGINNING, containing 3.2 acres, more or less, and is that property conveyed by Sallie Little to The Board of Education of Cabarrus County by deed dated January 26, 1935, and recorded in Deed Book 133, Page 66.

FIFTH TRACT:

LYING and being in No. 4 Township, Cabarrus County, North Carolina, and being a tract or parcel of land adjoining the lands of Sallie E. Little and the Winecoff School lot, and others, and bounded as follows:

BEGINNING at an iron stake on the south side of the public road, a corner of the old lot, and runs with the old lot S. 37-1/2 E. 22 poles to an iron stake; thence N. 56-1/2 E. 28 poles to an iron stake in W. M. Patterson's line; thence with his line S. 37-1/2 E. 3-1/4 poles to an iron stake; thence S. 56-1/2 W. 37-1/2 poles to an iron stake; thence N. 25-1/4 poles to an iron stake on the bank of the road; thence N. 56-1/2 E. 9-1/3 poles to the BEGINNING, containing two acres, more or less, and is that property conveyed by Sallie E. Little to W. R. Odell, W. P. Smith and G. F. McAllister, County Board of Education of Cabarrus County, North Carolina, by deed dated September 10, 1921, and recorded in Deed Book 194, Page 617.

SIXTH TRACT:

LYING and being in No. 4 Township, Cabarrus County, North Carolina, adjoining the property of Winecoff School, and others, and described as follows:

BEGINNING at an iron stake on an unnamed street, corner of Winecoff School Property, and runs with said street N. 71-47 E. 694.0 feet to an iron stake on the north side of said unnamed street; thence N. 4-48 W. 323.1 feet to an iron stake; thence N. 64-03 E. 167.3 feet to a stone, Earl P. Fink's corner; thence N. 37-01 W. 330.3 feet to an iron stake, corner of Winecoff School property; thence with said property S. 56-28 W. 186 feet to an iron stake, corner of Winecoff School Property; thence with said Winecoff School Property S. 27-53 E. 410 feet to an iron stake, corner of Winecoff School Property; thence with said Winecoff School Property S. 56-30 W. 744 feet to the BEGINNING, containing 3.257 acres, and is that property conveyed by Mayfield Little Stewart, and others, to The Board of Education of Cabarrus County, by deed dated January 22, 1949, and recorded in Deed Book No. 217, Page 273.

SEVENTH TRACT:

LYING and being in No. 4 Township, Cabarrus County, N.C., on the south side of a county road leading from U.S. Highway No. 29A to Winecoff School, and adjoining the property of Winecoff School and the Earl Fink Estate, and described as follows:

BEGINNING at an iron stake in the line of Winecoff School near the south edge of the county road (said iron stake being S. 36-22 E. 16.7 feet from an iron stake, corner of the school property in the county road), and running thence with two of the lines of Winecoff School as follows: (1) S. 36-22 E. 413.8 feet to an iron stake; and (2) S. 37-01 E. 330.3 feet to an iron stake, corner of the Earl Fink Estate; thence with the line of said estate N. 73-19 E. 60 feet to an iron stake, a new corner; thence a new line N. 29-57 W. 753 feet to an iron stake in the center line of the power line right-of-way near the south edge of the county road; thence S. 60-00 W. 145.2 feet to the BEGINNING, containing 1.754 acres, more or less, and is that property conveyed by W. M. Patterson and wife, Margaret E. Patterson, to The Board of Education of Cabarrus County by deed dated December 12, 1952, and recorded in Deed Book No. 246, Page 121.

EIGHTH TRACT:

LYING and being in No. 4 Township, Cabarrus County, North Carolina, on the north side of a street which runs in a westerly direction from the Concord Kannapolis Highway to Winecoff High School, adjoining the property of Inez Steele, C. M. King, Earl P. Fink, Wes Patterson and Winecoff High School, and bounded as follows:

BEGINNING at an iron in the north edge of a street, a corner of Inez Steele, and runs thence with her line N. 11-32 W. 100 feet to an iron, a corner of Inez Steele Lot; thence with line of Inez Steele N. 72-58 E. 34.6 feet to an iron, a corner of C. M. King in the line of Inez Steele; thence with line of King and Earl P. Fink N. 23-11 W. 239.1 feet to a stone, a corner of Earl P. Fink, Wes Patterson and Winecoff High School; thence with line of Winecoff High School S. 64-03 W. 157.3 feet to an iron, a corner of School Property; thence with another line of Winecoff High School S. 4-48 E. 323.2 feet to an iron in the north edge of said street; thence with north edge of street N. 71-47 E. 215.4 feet to the BEGINNING, containing 1.519 acres, and is that property conveyed by Mayfield L. Stewart and husband, Joe H. Stewart, to The Board of Education of Cabarrus County by deed dated December 18, 1952, and recorded in Deed Book 246, Page 301.

NINTH TRACT:

LYING and being in No. 4 Township, Cabarrus County, North Carolina, on the eastern edge of the right-of-way for Winecoff School Road, adjoining Richard E. Keasler (Deed Book 318, Page 92), and being more particularly described as follows:

BEGINNING at a point in the eastern edge of the right-of-way for Winecoff School Road, a common corner with Keasler, as noted above; thence with the right-of-way N. 58-29-11 E. 93.94 feet to a set iron pin on the eastern edge of the right-of-way; thence leaving the right-of-way S. 36-34-33 E. 9.64 feet to a set iron pin (passing an existing iron pin at 2.17 feet); thence a new line S. 58-02-44 W. 95.15 feet to a set iron pin; thence N. 29-30-34 W. 10.34 feet to the point of BEGINNING, containing .022 acres, more or less, as surveyed by Robert L. Hucks, R.L.E. on May 7, 1997, and is that property conveyed by Claude E. Shealy, Sr., and others, to Cabarrus County Board of Education by deed dated September 17, 1997, and recorded in Record Book No. 1992, Page 326.

TENTH TRACT:

A tract or parcel of land in Cabarrus County, State of North Carolina, adjoining the lands of Henderson Winecoff & School Lot, and others, bounded as follows:

BEGINNING at a stone in the Public Road, the school lot corner, and runs with the school lot lines S. 37-1/2 E. 20 poles to an iron stake, another corner of school lot; thence S. 57-1/2 W. 8 poles to an iron stake in field; thence N. 37-1/2 W. 20 poles to an iron stake in road on Henderson Winecoff's line; thence N. 57-1/2 E. 8 poles to the BEGINNING, containing one acre, more or less. See Deed Book No. 70, Page 348.



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**FEBRUARY 5, 2018
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at February 19, 2018 Meeting

SUBJECT:

Finance - Cabarrus County Schools Agency Agreement - New Southwest Elementary School

BRIEF SUMMARY:

The attached Cabarrus County Schools (CCS) Agency Agreement, among other items, allows the County to appoint the Cabarrus Board of Education as its agent in connection with the construction and equipping of a new elementary school.

The Cabarrus Board of Education shall ensure that the new elementary school project be completed in accordance with the respective construction documents and any applicable requirements of governmental authorities and law. The County and Board of Education agree that all amounts received as refunds of state sales tax, with respect to expenditures made in connection with the project will be deposited as funds available for the acquisition and construction of the project or used to pay debt service on the installment financing issued to fund this project.

REQUESTED ACTION:

Motion to approve the Cabarrus County Schools Agency Agreement for the new elementary school project, subject to review and revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Farrington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Agency Agreement-CCS](#)
-

STATE OF NORTH CAROLINA

AGENCY AGREEMENT

COUNTY OF CABARRUS

This AGENCY AGREEMENT is executed by and between the CABARRUS COUNTY BOARD OF EDUCATION (the "Board"), and the COUNTY OF CABARRUS, NORTH CAROLINA, a political subdivision duly organized and existing under and by virtue of the constitution and laws of the State of North Carolina (the "County").

RECITALS

1. The County has leased or will lease to the Board property for the proposed new "Southwest" elementary school, which will lie on the real property described in Exhibit A hereto (the "Site"), together with any additions, modifications, attachments, replacements and parts thereof (the "Project").

2. All acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agency Agreement do exist, have happened and have been performed, in regular and due time, form and manner as required by law, and the parties are now duly authorized to execute and enter into this Agency Agreement.

In consideration of the above Recitals and the Provisions contained below and for other valuable consideration, the parties do hereby agree as provided.

PROVISIONS

Section I. Board to Act as Agent of the County.

The County appoints the Board as its agent in connection with any construction and other accomplishment of the Project. The Board, as the agent of the County for the foregoing purpose, shall cause the Project to be completed on or before the date or dates set forth in the respective construction documents and otherwise in accordance with the respective construction documents and any applicable requirements of governmental authorities and law. The County and the Board agree that all amounts received by either of them as refunds of State of North Carolina sales tax with respect to expenditures made in connection with the Project will be deposited in the Acquisition and Construction Fund.

To the extent permitted by law, the Board shall indemnify and save the County harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the construction and other accomplishment of the Project, but the Board is not obligated to pay any Installment Payments under any financing Installment Agreement or to indemnify any party to the Installment Agreement for any third-party claims asserted against

any such party relating to the payment of such Installment Payments. The Board shall be notified promptly by the County of any action or proceeding brought in connection with any such claims arising from the construction and other accomplishment of the Project.

Section II. Project Description.

The Board shall have the right to make any changes in the description of the Project or of any component or components thereof.

Section III. Board's Right to Enforce Contracts.

The County hereby assigns to the Board as the County's agent for the purposes of this Agency Agreement all of its rights and powers under all purchase orders and contracts that it may enter into with respect to the Project, and the Board shall have the right to enforce in its own name or the name of the County such purchase orders or contracts; provided, however, that the assignment by the County shall not prevent the County from asserting such rights and powers in its own behalf.

Section IV. Construction Conferences.

The Board hereby agrees that it will provide to the County Manager timely notice of all conferences with representatives of the architects, contractors, and vendors with respect to the Project and that the County Manager or his designee shall have the right to attend all such conferences.

Section V. Acceptance.

The Board, does hereby accept the foregoing appointment as agent of the County for the purposes set forth in Section I above.

Section VI. Disclaimers of the County.

The Board acknowledges and agrees that the design of the Project has not been made by the County, that the County has not supplied any plans or specifications with respect thereto and that the County (a) is not a manufacturer of or a dealer in any of the component parts of the Project or similar projects; (b) has not made any recommendation, given any advice or taken any other action with respect to the choice of any supplier or vendor with respect to the Project; and (c) has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury, or damage to persons or property, (ii) has been or will be properly designed or constructed or will accomplish the results which the Board intends, or (iii) is safe in any manner or respect.

The County makes no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part to the Board or any other circumstance whatsoever with respect, including but not limited to, any suitability for any purpose; (b) the design or condition; (c) the safety, workmanship, quality or capacity (d) compliance with the requirements of any law, rule, specification or contract appertaining; (e) any

latent defect; (f) the ability to perform any function; (g) that the funds advanced pursuant to the Installment Agreement will be sufficient (together with other available finds of the Board) to pay the cost of constructing the Project; (h) or any other characteristic of the Project. It is agreed that all risks relating to the Project or its completion or the transactions contemplated in this Agency Agreement or by the Installment Agreement are to be borne by the Board, and the benefits of any and all implied warranties and representations of the County are hereby waived by the Board.

IN WITNESS, the parties have executed this Agency Agreement through their duly authorized officers as indicated below.

CABARRUS COUNTY BOARD OF EDUCATION

By: _____
Chair

ATTEST:

Secretary

Date: _____

(SEAL)

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

Finance Director

CABARRUS COUNTY, NORTH CAROLINA

By: _____
Chair
Board of Commissioners

ATTEST:

Clerk to the Board

Date: _____

(SEAL)

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

Finance Director

Legal Description

5516-42-8819

Lying and being in Number 1 Township, Cabarrus County, North Carolina, and lying on the west side of Hickory Ridge Road (SR 1138, public maintenance right of way), and being the property of Blanche Howie Brock and husband Marvin Adam Brock (Deed Book 474 at Page 103), and being more particularly described as follows:

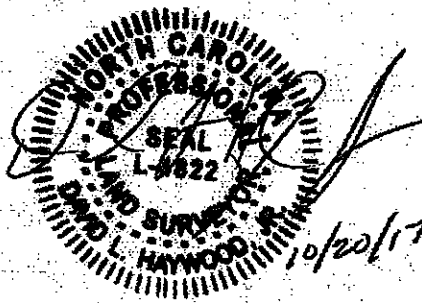
Beginning at an existing 3/8" rod at the southeast corner of Blanche Howie Brock (Deed Book 514 at Page 122) and in the northern line of Claude Ray Howie and wife Betty S. Howie (Deed Book 466 at Page 502 and Deed Book 514 at Page 128); thence from the said POINT OF BEGINNING with the eastern line of the said Blanche Howie Brock (Deed Book 514 at Page 122) N 06°53'30" W (passing an existing bent 3/8" rod on line at 275.62 feet, passing an existing #3 rebar on line at 916.64 feet, and passing an existing 3/8" rod on line at 1129.22 feet) a total distance of 1134.06 feet to a 24" stump in the line of Elizabeth C. Carriker (Deed Book 6005 at Page 23); thence with the line of said Elizabeth C. Carriker S 50°41'23" E 159.70 feet to an existing #5 rebar, a corner of the said Elizabeth C. Carriker and Mona Miller et al (first tract, Deed Book 1329 at Page 346); thence with the said Mona Miller et al the following two courses and distances: 1) S 51°01'31" E 571.46 feet to an existing bent 1/2" rod; and 2) S 50°49'21" E 34.67 feet to a point in Hickory Ridge Road (SR 1138, public maintenance right of way); thence along said Hickory Ridge Road the following four courses and distances: 1) S 07°03'31" W 118.04 feet to a point; 2) S 05°06'29" E 102.28 feet to a point; 3) S 16°40'29" E 163.63 feet to a point; and 4) S 20°11'29" E 249.21 feet to a point, said point being the northeast corner of Claude Ray Howie and wife Betty S. Howie (Deed Book 466 at Page 502 and Deed Book 514 at Page 128); thence with the northern line of said Claude Ray Howie and wife Betty S. Howie S 86°42'35" W (passing a set #5 rebar on line at 31.35 feet) a total distance of 587.16 feet to the POINT OF BEGINNING containing 10.661 acres.

5516-43-1021

Lying and being in Number 1 Township, Cabarrus County, North Carolina, and lying west of, but not adjacent to Hickory Ridge Road (SR 1138, public maintenance right of way), and being the property of Blanche Howie Brock (Deed Book 514 at Page 122), and being more particularly described as follows:

Beginning at an existing 3/8" rod at the southwest corner of Blanche Howie Brock and husband Marvin Adam Brock (Deed Book 474 at Page 103) and in the northern line of Claude Ray Howie and wife Betty S. Howie (Deed Book 466 at Page 502 and Deed Book 514 at Page 128); thence from the said POINT OF BEGINNING with the northern line of said Claude Ray Howie and wife Betty S. Howie S 86°42'35" W 1568.70 feet to an existing 1" rod at the northwest corner of the said Claude Ray Howie and wife Betty S. Howie, and in the line of Omar M. Idlibi and wife, Mayada Idlibi (Lot 9, Map Book 39 at Page 99, Deed Book 11924 at Page 232); thence with the said Omar M. Idlibi and wife, Mayada Idlibi the following five courses and distances: 1) N 37°24'55" E 619.63 feet to

a 27" sweet gum; 2) N 38°45'37" E 576.90 feet to an existing 1"x1½" bar; 3) N 09°19'56" W 197.81 feet to an existing 1"x1½" bar; 4) N 27°19'27" W 96.15 feet to an existing 1"x1½" bar; and 5) N 54°40'27" W 97.60 feet to a point; thence N 22°02'46" W (passing a set #5 rebar on line at 10.00 feet) a total distance of 217.80 feet to a set #5 rebar on the east side of Reedy Creek; thence N 43°13'02" E 385.00 feet to an existing 1"x1½" bar on the east side of Reedy Creek and in the line of William W. Carriker, Jr. and Laura L. Carriker (Deed Book 9016 at Page 122); thence with the line of said William W. Carriker, Jr. and Laura L. Carriker and with the line of Elizabeth C. Carriker (Deed Book 6005 at Page 23) S 50°41'23" E 861.20 feet to a 24" stump in the line of said Elizabeth C. Carriker; thence with the western line of Blanche Howie Brock and husband Marvin Adam Brock (Deed Book 474 at Page 103) S 06°53'30" E (passing an existing 3/8" rod on line at 4.84 feet, passing an existing #3 rebar on line at 217.42 feet, and passing an existing bent 3/8" rod on line at 858.44 feet) a total distance of 1134.06 feet to the POINT OF BEGINNING containing 34.241 acres.





CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

FEBRUARY 5, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at February 19, 2018 Meeting

SUBJECT:

Finance - Cabarrus County Schools - Southwest Elementary School Reimbursement Resolution

BRIEF SUMMARY:

It is requested that the County advance its own funds to pay certain original expenditures associated with the new Cabarrus County Southwest Elementary School Project. Approval of the attached resolution will allow the County to pay the original expenditures then reimburse itself for the expenditures with the proceeds of the debt to be incurred by the County for the 2018 Limited Obligation Bonds. A budget amendment and Limited Obligation Bonds 2018 Project Ordinance is also included to record the estimated construction project expenditure and debt proceeds to cover the construction expenditure. The establishment of a budget is required for a construction contract to be pre-audited.

REQUESTED ACTION:

Motion to adopt the reimbursement resolution and authorize the Chairman to sign the reimbursement agreement for the new Southwest Elementary School; and approve the related budget amendment and the Limited Obligation Bonds 2018 Project Ordinance.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- [SW Elem Reimb Resolution](#)
 - [Southwest Elem School Budget Amendment](#)
 - [LOBS 2018 Project Ordinance](#)
-

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

The Board of Commissioners for the County of Cabarrus, North Carolina, met in regular session in the Commissioners' Meeting Room in the Cabarrus County Governmental Center in Concord, North Carolina, the regular place of meeting, at 6:30 p.m., on February 19, 2018, with Stephen M. Morris, Chairman, presiding. The following Commissioners were:

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

ABSENT: [None.]

ALSO PRESENT: Michael K. Downs, County Manager; Pamela S. Dubois, Senior Deputy County Manager; Susan B. Fearrington, Finance Director; Richard M. Koch, Esq., County Attorney; and Terri Lea Hugie, Clerk to the Board.

* * * * *

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

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

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

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

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

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") associated with financing, in whole or in part, the acquisition, construction, installation and equipping of a new public elementary school, including the acquisition of necessary land and rights-of-way (the "School Project").

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

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and the maximum principal amount of debt to be incurred with respect to the School Project is expected to be \$25,000,000.

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

2. This resolution shall take effect immediately.

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

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

Nays: [None.]

Not Voting: [None.]

* * * * *

I, Terri Lea Hugie, Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners at a regular meeting held on February 19, 2018, as relates in any way to the passage of the resolutions hereinabove referenced, and that said proceedings are recorded in Minute Book No. [] of the minutes of said Board of Commissioners, beginning at page ___ and ending at page ___.

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

WITNESS my hand and the corporate seal of said County, this 19th day of February, 2018.

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

[SEAL]

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

This budget amendment records future debt proceeds in the amount of \$25,000,000.00 for the LOBS 2018 New Southwest Elementary School project and budget for the Construction account. Contracts will need to be pre-audited before the 2018 LOBS proceeds are received and a pre-audit cannot be executed until a budget is in place.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
370	6	0000-6918	Proceeds from COPS/LOBS	-	25,000,000.00		25,000,000.00
370	9	7345-9820	Construction	-	25,000,000.00		25,000,000.00

Budget Officer

Approved
 Denied

Signature

Date

County Manager

Approved
 Denied

Signature

Date

Board of Commissioners

Approved
 Denied

Signature

Date

**CABARRUS COUNTY
LIMITED OBLIGATION BONDS 2018 PROJECT
BUDGET ORDINANCE**

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

Section I.

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

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

Capital Reserve Contribution	\$3,500,200
Capital Project Fund Contribution	517,197
General Fund Contribution	766,000
Debt Proceeds	25,000,000

TOTAL REVENUES	\$29,783,397
-----------------------	---------------------

- C. The following appropriations are made as listed.

RCCC – Advanced Technology Center	\$1,580,396
New Cabarrus County Elementary School	28,203,001

TOTAL EXPENDITURES	\$29,783,397
---------------------------	---------------------

GRAND TOTAL – REVENUES	\$29,783,397
GRAND TOTAL – EXPENDITURES	\$29,783,397

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 19th Day of February 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**FEBRUARY 5, 2018
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at February 19, 2018 Meeting

SUBJECT:

Finance - Acceptance of Construction Contract Proposal for the Rowan-Cabarrus Community College Advanced Technology Center

BRIEF SUMMARY:

As part of the debt process, the Cabarrus County Board of Commissioners must accept the construction contract proposal for the Rowan-Cabarrus Community College (RCCC) Advanced Technology Center. The RCCC Board of Trustees approved the contract on January 22, 2018. The contract proposal will be sent to the State Construction Office for final approval. This approval process can take anywhere from 30 to 90 days.

REQUESTED ACTION:

Motion to accept the construction contract for the Rowan-Cabarrus Community College Advanced Technology Center subject to approval by the State Construction Office.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director
Janet Spriggs, RCCC Chief Operating Officer

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Guaranteed Maximum Price](#)
 - [Preliminary Contract](#)
-

E S T I M A T E S U M M A R Y

Advanced Technology Center
Rowan-Cabarrus Community College
Kannapolis, NC
PGMP
1/24/2018

Project Area 55,036 sqft

Bid Package	Total	Cost/SQFT	% of Total
03A - Complete Concrete Sub and Superstructures	\$553,196	\$10.05	3.87%
04A - Masonry	\$1,241,406	\$22.56	8.69%
05A - Structural and Miscellaneous Steel	\$1,336,810	\$24.29	9.35%
06B - Carpentry and Casework	\$76,510	\$1.39	0.54%
07A - Roofing and Accessories	\$294,832	\$5.36	2.06%
07B - Thermal & Moisture Protection	\$289,082	\$5.25	2.02%
07C - Fireproofing	\$9,508	\$0.17	0.07%
07E - Exterior Metal Panel Systems	\$0	\$0.00	0.00%
08A - Glass Assemblies	\$398,605	\$7.24	2.79%
08B - Passage Door Assemblies	\$158,150	\$2.87	1.11%
08C - Service Door Assemblies	\$34,000	\$0.62	0.24%
09A - Drywall Assemblies	\$1,218,244	\$22.14	8.52%
09C - Acoustical Assemblies	\$144,207	\$2.62	1.01%
09D - Hard Tile / Stone / Terrazzo Applications	\$168,171	\$3.06	1.18%
09E - Floor Coverings - Resilient and Carpeting	\$132,744	\$2.41	0.93%
09F - Painting & Wall Coverings	\$103,653	\$1.88	0.73%
10A - Specialties	\$151,731	\$2.76	1.06%
11F - Audio Visual Equipment	\$0	\$0.00	0.00%
12A - Furnishings	\$40,700	\$0.74	0.28%
14A - Elevators and Escalators	\$118,830	\$2.16	0.83%
18A - General Works	\$132,014	\$2.40	0.92%
21A - Fire Protection	\$187,224	\$3.40	1.31%
22A - Plumbing Systems	\$445,370	\$8.09	3.12%
23A - HVAC Systems	\$1,009,334	\$18.34	7.06%
23B - Test and Balance	\$21,361	\$0.39	0.15%
26A - Electrical	\$1,418,574	\$25.78	9.92%
27A - Communications Systems	\$245,317	\$4.46	1.72%
28A - Electronic Safety and Security	\$84,645	\$1.54	0.59%
31A - Site Preparation	\$628,192	\$11.41	4.40%
32A - Paving	\$541,612	\$9.84	3.79%
32B - Site Pavers and Furnishings	\$38,220	\$0.69	0.27%
32C - Landscape and Irrigation	\$134,585	\$2.45	0.94%
33A - Utilities	\$526,275	\$9.56	3.68%

Trade Contractor Subtotal	\$11,883,102	\$215.92	83.14%
----------------------------------	---------------------	-----------------	---------------

Applied Costs	Lump Sum	Percentage	Total	Cost/SQFT	% of Total
Preconstruction Contingency		1.50%	\$178,247	\$3.24	1.25%
Escalation - 3 months		1.19%	\$141,061	\$2.56	0.99%
Silica Requisitions Contingency		1.00%	\$118,831	\$2.16	0.83%
Cost of Work Subtotal			\$12,321,241	\$223.88	86.20%

Applied Costs	Lump Sum	Percentage	Total	Cost/SQFT	% of Total
General Conditions	\$927,000		\$927,000	\$16.84	6.49%
Building Permit Allowance		0.50%	\$61,606	\$1.12	0.43%
Envelope Consultant		0.15%	\$18,482	\$0.34	0.13%
Contractor's Contingency		2.00%	\$246,425	\$4.48	1.72%
Architect's Contingency		0.00%	\$0	\$0.00	0.00%
Owner's Contingency		0.00%	\$0	\$0.00	0.00%
Construction Manager Fee		3.00%	\$369,637	\$6.72	2.59%
Bonds & Insurance		2.50%	\$348,610	\$6.33	2.44%

Construction Total	\$14,293,000	\$259.70 /sqft
---------------------------	---------------------	-----------------------

APPENDIX B

FORM OF CONTRACT – PRELIMINARY GUARANTEED MAXIMUM PRICE

FORM OF CONSTRUCTION MANAGER AT RISK CONTRACT PRELIMINARY GUARANTEED MAXIMUM PRICE

State Construction File Number: 16-15695-02A

THIS AGREEMENT, made this Tenth day of January in the year of 2018
for Cabarrus Advanced Technology Center Building (Title of Project)
by and between Rodgers Builders, Inc. hereafter call the Construction Manager at Risk,
and the State of North Carolina, through Trustees of Rowan-Cabarrus Community College
hereinafter called the Owner.

WITNESSETH

Whereas the Owner has published a Request for Proposals seeking the submission of competitive proposals to act as a Construction Manager at Risk to furnish professional construction management services during the design and construction of the Project identified and described in that Request for Proposals; and,

Whereas, the undersigned Construction Manager at Risk submitted a competitive proposal that was evaluated by the Owner; and,

Whereas, the Owner, through its awarding authority, has made an award of the work to the undersigned Construction Manager at Risk, and pursuant to the terms of the Request for Proposals this form is to be executed to form and memorialize the contractual relationship between the parties; and

Whereas, the execution of this contract constitutes a Preliminary Guaranteed Maximum Price, established for the purpose of allowing the Construction Manager at Risk to proceed with the opening and acceptance of bids from first-tier subcontractors for construction work, awarding contracts for the work, and providing Construction Phase Services as set forth in Section II, Paragraph H of the incorporated Owner's Request for Proposal;

Now therefore, the Construction Manager at Risk and the Owner agree as follows:

1. This form of contract hereby shall be incorporated and accompanied by; Owner's letter for recommendation of award dated 11/2/2016, Owner's Request for Proposal dated 8/26/2016, Construction Manager at Risk's response to proposal dated 9/29/2016, Construction Manager at Risk's HUB plan approved by Owner dated 11/23/2017, Designer's drawing and specification lists dated 1/10/2018, Construction Manager at Risk's payment and performance bonds dated 1/10/2018, Power of Attorney, Construction Manager at Risk's Insurance Certificate dated 1/10/2018, statement of

Attachment number 2 \n

PGMP including schedule of values for cost of the work and General Conditions dated 3/7/2017, and incorporated herein by reference the contract for Pre-Construction Services dated 3/16/2017.

2. For the sums set forth in the Construction Manager at Risk's fee proposal (or any subsequently amended fee agreement), the Construction Manager at Risk undertakes to act as the Owner's fiduciary (N.C.G.S.143-128.1) and to furnish professional construction management services during the construction of the Project.
3. The providing of the Construction Manager at Risk services shall be in compliance with the requirements of the Request for Proposal (including all its appendices and attachments) and the Construction Manager at Risk's proposal (Hereinafter, together: the Contract Documents). To the extent that any term, requirement, or specification in the Construction Manager at Risk's proposal shall be in conflict with the Request for Proposal, the terms, requirements, and specifications of the Request for Proposal shall control and the conflicting contents of the Construction Manager at Risk's proposal shall be deemed surplusage except where provided otherwise.
4. Upon completion of the bidding of all subcontract work packages, the Cost of the Work shall become the sum total of all subcontract packages as proposed to be awarded to the lowest responsible, responsive bidders and shall be compared to the Cost of the Work set forth in paragraph 7 of this agreement. If the sum of all subcontract packages is less than the Cost of the Work set forth on paragraph 7, a reserve fund will be established in accordance with Section II, Paragraph H.2.1 of the Owner's Request for Proposal and the Preliminary Guaranteed Maximum Price will become the Final Guaranteed Maximum Price. If the sum of all subcontract packages is greater than the Cost of the Work set forth in paragraph 7, the Owner, Designer and Construction Manager at Risk will negotiate to reduce the Cost of the Work to the amount set forth in paragraph 7. The Owner reserves the option to make additional funds available to cover some or all of the difference between the sum of all subcontract packages and Cost of the Work set forth in paragraph 7. In the event that additional funds are added, a change order to this contract will be executed to establish the Fixed Guaranteed Maximum Price. No changes will be made to the Construction Manager at Risk Construction Management Fee or CM Contingency. Adjustments needed for bonds and insurance will be made as determined by the Cost of the Work.
5. That the Construction Manager at Risk shall commence provision of construction phase services under this agreement on a date to be specified in a written order of the Owner and shall fully complete all services hereunder and accomplish the final completion of the project within 413 consecutive calendar days from the date of Notice to Proceed. The Construction Manager at Risk shall furnish to the Owner various schedules as provided in the Contract Documents setting forth planned progress of the project broken down by the various divisions or part of the work and by calendar days. If the Construction Manager at Risk fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time above specified, or shall allow the work to be performed unsuitably or shall discontinue the prosecution of the work, or if the Construction Manager at Risk shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the Owner may give

may give number 2 in

notice in writing, sent by certified mail, return receipt requested, to the Construction Manager at Risk and his surety of such delay, neglect or default, specifying the same, and if the Construction Manager at Risk within a period of fifteen (15) days after such notice shall not proceed in accordance therewith, then the Owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the surety shall fail to take over the work to be done under this contract within fifteen (15) days after being so notified and notify the Owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the Owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said Construction Manager at Risk, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the Owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said Construction Manager at Risk and surety. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under the contract, if it had been completed by said Construction Manager at Risk, then the said Construction Manager at Risk and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the Construction Manager at Risk and the surety shall be liable and shall pay to the Owner the amount of said excess.

6. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the Construction Manager at Risk shall, at its expense, within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Construction Manager at Risk shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

7. Preliminary Guaranteed Maximum Price

Cost of the Work	\$ 12,401,000.00
Construction Management Fee	\$ 1,297,000.00
Construction Manager's Bonds and Insurance	\$ 349,000.00
Construction Manager's Construction Contingency	<u>\$ 246,000.00</u>
Total Preliminary Guaranteed Maximum Price	\$ 14,293,000.00

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written in four (4) counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

Witness: (Proprietorship or Partnership)

Construction Manager at Risk:

(Trade or Corporate Name)

By: _____

Attest: (Corporation)

Title: _____
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

By: _____

Title: _____
(Corporate Sec. or Asst. Sec. only)

(CORPORATE SEAL)

The State of North Carolina through

Witness:

(Agency, Department or Institution)

By: _____

Title: _____



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**FEBRUARY 5, 2018
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at February 19, 2018 Meeting

SUBJECT:

Finance - Rowan-Cabarrus Community College Advanced Technology Center Title Transfer

BRIEF SUMMARY:

The title for the Advanced Technology Center (ATC) property is currently in the name of the Trustees of Rowan-Cabarrus Community College. Attached is a General Warranty Deed where the Trustees of Rowan-Cabarrus Community College would transfer the title of the Advanced Technology Center property to Cabarrus County. By having the title of this property in the name of the County, the County (construction and outfitting of the ATC) will receive the sales tax reimbursements from the state.

REQUESTED ACTION:

Motion to approve the receipt of the property title transfer subject to review by the Cabarrus County attorney and the Trustees of Rowan-Cabarrus Community College attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearrington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [ATC Deed](#)
 - [ATC Exhibit A](#)
-

Excise Tax \$0.00

Recording Time, Book and Page

Tax Lot No. 04-019-0001.39 Parcel Identifier No. 5614-52-4279
Verified by _____ County on the _____ day of _____,
by _____

Mail after recording to Richard M. Koch (ROD Box 74)

This instrument was prepared by Richard M. Koch, Cabarrus County Attorney (No title search)

Brief description for the Index 677 John Snow Drive

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this _____ day of February, 2018, by and between

GRANTOR

GRANTEE

THE TRUSTEES OF ROWAN-CABARRUS COMMUNITY COLLEGE

CABARRUS COUNTY (a body politic and political subdivision of the State of North Carolina)
P. O. Box 707
Concord, NC 28026-0707

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.q. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that

certain lot or parcel of land situated in the City of Kannapolis, No. 4 Township, Cabarrus County, North Carolina and more particularly described as follows:

Tract 1:

All of Tract A. consisting of 2.766 acres as shown on that certain Final Plat of Minor Subdivision of Castle & Cooke NC LLC Parcel prepared by The Survey Company, Inc., Charlotte, North Carolina, recorded December 30, 2016 in Map Book 00072, Page 0055 in the Office of the Register of Deeds of Cabarrus County, North Carolina.

Tract 2 (Future Right-of-Way Property).

All of that certain Tract designated as "New 63' Wide Public Access/Utility Maintenance Easement/Future John Snow Extension" as shown on that certain Final Plat of: Minor Subdivision of Castle & Cooke NC LLC Parcel, prepared by The Survey Company, Inc. Charlotte, North Carolina, recorded December 30, 2016 in Map Book 00072, Page 0055 in the Office of the Register of Deeds of Cabarrus County, North Carolina.

TOGETHER with all buildings and improvements on the Land (jointly, the "Improvements") and all appurtenances, easements, rights of way, licenses, interests, alleys, strips or gores of land located on or pertaining to the Land (the "Appurtenances")(the Land, the Improvements and the Appurtenances are collectively referenced herein as the "Real Property").

The property hereinabove described was acquired by Grantor by instrument recorded in Book 12302, page 107

A map showing the above described property is recorded in Plat Book 72 page 55

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

- 1. All easements, rights of way and restrictions of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

THE TRUSTEES OF ROWAN-CABARRUS
COMMUNITY COLLEGE
(Corporate Name)

USE BLACK INK ONLY

By: _____
Board Chair

ATTEST: _____
Secretary (Corporate Seal)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

SEAL-STAMP

NORTH CAROLINA, _____ County.
I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this _____ day of _____, _____.
My commission expires: _____ Notary Public

Use Black Ink

SEAL-STAMP

NORTH CAROLINA, _____ County.
I, a Notary Public of the County and State aforesaid, certify that _____
personally came before me this day and acknowledged that _____ he is _____ Secretary to
The Board of Trustees of Rowan-Cabarrus _____, and that by authority duly
Community College _____
given and as the act of the Board, the foregoing instrument was signed in its name by its _____ Board Chair
sealed with its seal and attested by _____ as its _____ Secretary.
Witness my hand and official stamp or seal, this _____ day of February _____, 2018 _____.
My commission expires: _____ Notary Public

Use Black Ink

The foregoing Certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR _____ COUNTY

By _____ Deputy/Assistant – Register of Deeds

EXHIBIT A

(PIN 5614-52-4279)

Lying and Being in the City of Kannapolis, No. 4 Township, Cabarrus County and more particularly described as follows:

Tract 1:

All of Tract A. consisting of 2.766 acres as shown on that certain Final Plat of Minor Subdivision of Castle & Cooke NC LLC Parcel prepared by The Survey Company, Inc., Charlotte, North Carolina, recorded December 30, 2016 in Map Book 00072, Page 0055 in the Office of the Register of Deeds of Cabarrus County, North Carolina.

Tract 2: (Future Right-of-Way Property).

All of that certain Tract designated as “New 63’ Wide Public Access/Utility Maintenance Easement/Future John Snow Extension” as shown on that certain Final Plat of: Minor Subdivision of Castle & Cooke NC LLC Parcel, prepared by The Survey Company, Inc. Charlotte, North Carolina, recorded December 30, 2016 in Map Book 00072, Page 0055 in the Office of the Register of Deeds of Cabarrus County, North Carolina.

TOGETHER with all buildings and improvements on the Land (jointly, the “Improvements”) and all appurtenances, easements, rights of way, licenses, interests, alleys, strips or gores of land located on or pertaining to the Land (the “Appurtenances”)(the Land, the Improvements and the Appurtenances are collectively referenced herein as the “Real Property”).



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**FEBRUARY 5, 2018
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at February 19, 2018 Meeting

SUBJECT:

Finance - Rowan-Cabarrus Community College Agency Agreement
Advanced Technology Center

BRIEF SUMMARY:

The attached Rowan Cabarrus Community College (RCCC) Agency Agreement, among other items, allows the County to appoint the RCCC Board of Trustees as its agent in connection with the construction and equipping of a new Advanced Technology Center. The RCCC Board of Trustees shall ensure that the new Advanced Technology Center Project to be completed in accordance with the respective construction documents and any applicable requirements of governmental authorities and law. The County and Board of Trustees agree that all amounts received as refunds of state sales tax, with respect to expenditures made in connection with the project will be deposited as funds available for the acquisition and construction of the project or used to pay debt service on the installment financing issued to fund this project.

REQUESTED ACTION:

Motion to approve the Rowan Cabarrus Community Colleges Agency Agreement for the new Advanced Technology Center Project, subject to review and revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [RCCC Agency Agreement](#)
 - [RCCC Agency Agreement Attachment A](#)
-

STATE OF NORTH CAROLINA

AGENCY AGREEMENT

COUNTY OF CABARRUS

This AGENCY AGREEMENT is executed by and between THE TRUSTEES OF ROWAN-CABARRUS COMMUNITY COLLEGE (the "Trustees"), and the COUNTY OF CABARRUS, NORTH CAROLINA, a political subdivision duly organized and existing under and by virtue of the constitution and laws of the State of North Carolina (the "County").

RECITALS

1. The County has leased or will lease to the Trustees property for a proposed new advanced technology center, which will lie on the real property described in Exhibit A hereto (the "Site"), together with any additions, modifications, attachments, replacements and parts thereof (the "Project").

2. All acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agency Agreement do exist, have happened and have been performed, in regular and due time, form and manner as required by law, and the parties are now duly authorized to execute and enter into this Agency Agreement.

In consideration of the above Recitals and the Provisions contained below and for other valuable consideration, the parties do hereby agree as provided.

PROVISIONS

Section I. Trustees to Act as Agent of the County.

The County appoints the Trustees as its agent in connection with any construction and other accomplishment of the Project. The Trustees, as the agent of the County for the foregoing purpose, shall cause the Project to be completed on or before the date or dates set forth in the respective construction documents and otherwise in accordance with the respective construction documents and any applicable requirements of governmental authorities and law. The County and the Trustees agree that all amounts received by either of them as refunds of State of North Carolina sales tax with respect to expenditures made in connection with the Project will be deposited in the Acquisition and Construction Fund.

To the extent permitted by law, the Trustees shall indemnify and save the County harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the construction and other accomplishment of the Project, but the Trustees is not obligated to pay any Installment Payments under any financing Installment Agreement or to indemnify any party to the: Installment Agreement for any third-party claims

asserted against any such party relating to the payment of such Installment Payments. The Trustees shall be notified promptly by the County of any action or proceeding brought in connection with any such claims arising from the construction and other accomplishment of the Project.

Section II. Project Description.

The Trustees shall have the right to make any changes in the description of the Project or of any component or components thereof.

Section III. The Trustees' Right to Enforce Contracts.

The County hereby assigns to the Trustees as the County's agent for the purposes of this Agency Agreement all of its rights and powers under all purchase orders and contracts that it may enter into with respect to the Project, and the Trustees shall have the right to enforce in its own name or the name of the County such purchase orders or contracts; provided, however, that the assignment by the County shall not prevent the County from asserting such rights and powers in its own behalf.

Section IV. Construction Conferences.

The Trustees hereby agrees that it will provide to the County Manager timely notice of all conferences with representatives of the architects, contractors, and vendors with respect to the Project and that the County Manager or his designee shall have the right to attend all such conferences.

Section V. Acceptance.

The Trustees, does hereby accept the foregoing appointment as agent of the County for the purposes set forth in Section I above.

Section VI. Disclaimers of the County.

The Trustees acknowledges and agrees that the design of the Project has not been made by the County, that the County has not supplied any plans or specifications with respect thereto and that the County (a) is not a manufacturer of or a dealer in any of the component parts of the Project or similar projects; (b) has not made any recommendation, given any advice or taken any other action with respect to the choice of any supplier or vendor with respect to the Project; and (c) has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury, or damage to persons or property, (ii) has been or will be properly designed or constructed or will accomplish the results which the Trustees intends, or (iii) is safe in any manner or respect.

The County makes no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part to the Trustees or any other circumstance whatsoever with respect, including but not limited to, any suitability for any purpose; (b) the design or condition; (c) the safety, workmanship, quality or capacity (d)

compliance with the requirements of any law, rule, specification or contract appertaining; (e) any latent defect; (f) the ability to perform any function; (g) that the funds advanced pursuant to the Installment Agreement will be sufficient (together with other available finds of the Trustees) to pay the cost of constructing the Project; (h) or any other characteristic of the Project. It is agreed that all risks relating to the Project or its completion or the transactions contemplated in this Agency Agreement or by the Installment Agreement are to be borne by the Trustees, and the benefits of any and all implied warranties and representations of the County are hereby waived by the Trustees.

IN WITNESS, the parties have executed this Agency Agreement through their duly authorized officers as of the day and year first written above.

THE TRUSTEES OF ROWAN-CABARRUS
COMMUNITY COLLEGE

By: _____
Chair of the Board

ATTEST:

Secretary

(SEAL)

This instrument has been preaudited in the manner required by law.

Finance Director

CABARRUS COUNTY, NORTH CAROLINA

By: _____
Chair
Board of Commissioners

ATTEST:

Clerk to the Trustees

(SEAL)

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

Finance Director

EXHIBIT A

(PIN 5614-52-4279)

Lying and Being in the City of Kannapolis, No. 4 Township, Cabarrus County and more particularly described as follows:

Tract 1:

All of Tract A. consisting of 2.766 acres as shown on that certain Final Plat of Minor Subdivision of Castle & Cooke NC LLC Parcel prepared by The Survey Company, Inc., Charlotte, North Carolina, recorded December 30, 2016 in Map Book 00072, Page 0055 in the Office of the Register of Deeds of Cabarrus County, North Carolina.

Tract 2: (Future Right-of-Way Property).

All of that certain Tract designated as “New 63’ Wide Public Access/Utility Maintenance Easement/Future John Snow Extension” as shown on that certain Final Plat of: Minor Subdivision of Castle & Cooke NC LLC Parcel, prepared by The Survey Company, Inc. Charlotte, North Carolina, recorded December 30, 2016 in Map Book 00072, Page 0055 in the Office of the Register of Deeds of Cabarrus County, North Carolina.

TOGETHER with all buildings and improvements on the Land (jointly, the “Improvements”) and all appurtenances, easements, rights of way, licenses, interests, alleys, strips or gores of land located on or pertaining to the Land (the “Appurtenances”)(the Land, the Improvements and the Appurtenances are collectively referenced herein as the “Real Property”).



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

FEBRUARY 5, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at February 19, 2018 Meeting

SUBJECT:

Finance - Rowan-Cabarrus Community College - Advanced Technology Center Reimbursement Resolution

BRIEF SUMMARY:

It is requested that the County advance its own funds to pay certain original expenditures associated with the new Rowan-Cabarrus Community College Advanced Technology Center project. Approval of the attached resolution will allow the County to pay the original expenditures then reimburse itself for the expenditures with the proceeds of the debt to be incurred by the County for the 2018 Limited Obligation Bonds. A budget amendment and Limited Obligation Bonds 2018 Project Ordinance is also included to record the estimated construction project expenditure and debt proceeds to cover the construction expenditure. The establishment of a budget is required for a construction contract to be pre-audited.

REQUESTED ACTION:

Motion to adopt the Advanced Technology Center Reimbursement Resolution and authorize the Chairman to sign the reimbursement agreement for the new Rowan-Cabarrus Community College Advanced Technology Center and approve the related budget amendment and project ordinance.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- [RCCC ATC Reimb Resolution](#)
 - [RCCC ATC Budget Amendment](#)
 - [LOBS 2018 Project Ordinance - ATC](#)
-

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

The Board of Commissioners for the County of Cabarrus, North Carolina, met in regular session in the Commissioners' Meeting Room in the Cabarrus County Governmental Center in Concord, North Carolina, the regular place of meeting, at 6:30 p.m., on February 19, 2018, with Stephen M. Morris, Chairman, presiding. The following Commissioners were:

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

ABSENT: [None.]

ALSO PRESENT: Michael K. Downs, County Manager; Pamela S. Dubois, Senior Deputy County Manager; Susan B. Fearrington, Finance Director; Richard M. Koch, Esq., County Attorney; and Terri Lea Hugie, Clerk to the Board.

* * * * *

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

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

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

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

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

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") associated with financing, in whole or in part, the acquisition, construction, installation and equipping of a new Advanced Technology Center for Rowan-Cabarrus Community College ("RCCC"), which will be located adjacent to RCCC's existing North Carolina Research Campus facility in Kannapolis, NC, including the acquisition of necessary land and rights-of-way (the "ATC Project").

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

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

the maximum principal amount of debt to be incurred with respect to the ATC Project is expected to be \$14,295,000.

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

2. This resolution shall take effect immediately.

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

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

Nays: [None.]

Not Voting: [None.]

* * * * *

I, Terri Lea Hugie, Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners at a regular meeting held on February 19, 2018, as relates in any way to the passage of the resolutions hereinabove referenced, and that said proceedings are recorded in Minute Book No. [] of the minutes of said Board of Commissioners, beginning at page ___ and ending at page ___.

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

WITNESS my hand and the corporate seal of said County, this 19th day of February, 2018.

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

[SEAL]

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

This budget amendment records future debt proceeds in the amount of \$14,293,000.00 for the LOBS 2018 RCCC Advanced Technology Center project and budget for the Construction account. Contracts will need to be pre-audited before the 2018 LOBS proceeds are received and a pre-audit cannot be executed until a budget is in place.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
370	6	0000-6918	Proceeds from COPS/LOBS	25,000,000.00	14,293,000.00		39,293,000.00
370	9	7505-9820	Construction	-	14,293,000.00		14,293,000.00

Budget Officer

Approved
 Denied

Signature

Date

County Manager

Approved
 Denied

Signature

Date

Board of Commissioners

Approved
 Denied

Signature

Date

**CABARRUS COUNTY
LIMITED OBLIGATION BONDS 2018 PROJECT
BUDGET ORDINANCE**

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

Section I.

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

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

Capital Reserve Contribution	\$3,500,200
Capital Project Fund Contribution	517,197
General Fund Contribution	766,000
Debt Proceeds	39,293,000
TOTAL REVENUES	\$44,076,397

- C. The following appropriations are made as listed.

RCCC – Advanced Technology Center	\$15,873,396
New Cabarrus County Elementary School	28,203,001
TOTAL EXPENDITURES	\$44,076,397

GRAND TOTAL – REVENUES	\$44,076,397
GRAND TOTAL – EXPENDITURES	\$44,076,397

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 19th Day of February 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

FEBRUARY 5, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at February 19, 2018 Meeting

SUBJECT:

Finance - North Carolina Education Lottery Payment Applications for School Debt Service

BRIEF SUMMARY:

Lottery proceeds in the amount of \$2,000,000 were included in the FY18 General Fund budget to pay a portion of debt service related to public school debt. Upon approval by the Cabarrus County Board of Education, the Kannapolis City Board of Education and the Cabarrus County Board of Commissioners, two payment request applications will be submitted to the Department of Public Instruction.

The Cabarrus County School application is for \$1,754,000, and the Kannapolis City School application is for \$246,000 for a total of \$2,000,000. A budget amendment and Capital Project Ordinance is included for your review.

REQUESTED ACTION:

Motion to authorize the Cabarrus County Chairman to execute the Public School Building Capital Fund applications to release funds in the amount of \$2,000,000 from the North Carolina Education Lottery Fund, and to approve the related budget amendment and updated Capital Project Ordinance.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- [CCS Application](#)
 - [KCS Application](#)
 - [Budget Amendment - Lottery request](#)
 - [Project Ordinance - Public School Bldg Fd](#)
-

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Cabarrus

Contact Person: Kelly Klutz

LEA: Cabarrus County #130

Title: Chief Financial Officer

Address: PO Box 388 Concord, NC 28026

Phone: 704-262-6144

Project Title: 2017-18 Debt Service for School Construction

Location: Concord, NC

Type of Facility: Debt Service for School Construction (COPS 2009)

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Debt Service for COPS issued to build and renovate School Buildings for Cabarrus County Schools #130

Estimated Costs:

Purchase of Land _____	\$ _____	
Planning and Design Services _____	_____	
New Construction _____	_____	
Additions / Renovations _____	_____	
Repair _____	_____	
Debt Payment / Bond Payment _____		1,754,000.00
TOTAL _____	\$ _____	1,754,000.00

Estimated Project Beginning Date: 7-1-17 Est. Project Completion Date: 6-30-18

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 1,754,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Cabarrus

Contact Person: Will Crabtree

LEA: Kannapolis City Schools #132

Title: Director of Business Operations

Address: 100 Denver St. Kannapolis, NC

Phone: 704-938-1131

Project Title: 2017-18 Debt Service for School Construction

Location: Kannapolis, NC

Type of Facility: Debt Service for School Construction (COPS 2009)

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Debt Service for COPS issued to build and renovate School Buildings for the Kannapolis City Schools #132

Estimated Costs:

Purchase of Land _____	\$ _____	
Planning and Design Services _____	_____	
New Construction _____	_____	
Additions / Renovations _____	_____	
Repair _____	_____	
Debt Payment / Bond Payment _____		246,000.00
TOTAL _____	\$ _____	246,000.00

Estimated Project Beginning Date: 7-1-17 Est. Project Completion Date: 6-30-18

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 246,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date)

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

This amendment records the Public School Building Capital Lottery funds requested from the Department of Public Instruction. The funds will be used towards the FY18 school debt service payments. Cabarrus County Schools' portion is \$1,754,000 and Kannapolis City Schools' portion is \$246,000.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
320	6	7210-6444	Lottery Proceeds	20,019,308.00	2,000,000.00		22,019,308.00
320	9	7210-9704	Cont'b to General Fund	20,019,308.00	2,000,000.00		22,019,308.00
							0.00

Budget Officer

Approved
 Denied

Signature

Date

County Manager

Approved
 Denied

Signature

Date

Board of Commissioners

Approved
 Denied

Signature

Date

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

Lottery Proceeds	\$22,019,308
Lottery Proceeds – Rowan County	300,000
TOTAL REVENUES	\$22,319,308

- D. The following appropriations are made as listed.

Debt Service	\$20,419,308
Construction	1,600,000
Debt Service – Rowan County	300,000
TOTAL EXPENDITURES	\$22,319,308

GRAND TOTAL – REVENUES	\$22,319,308
GRAND TOTAL – EXPENDITURES	\$22,319,308

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 19th day of February 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

FEBRUARY 5, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at February 19, 2018 Meeting

SUBJECT:

County Manager - North Carolina Department of Transportation Final Bill for Raging Ridge Road Extension

BRIEF SUMMARY:

The North Carolina Department of Transportation (NCDOT) has billed Cabarrus County for project costs that exceeded the budget on the Raging Ridge Road Extension Project. This billing is based on the agreement between the County and NCDOT.

REQUESTED ACTION:

Motion to approve payment for additional costs on the Raging Ridge Road Extension Project including the necessary budget amendments.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- [Memo](#)
 - [Invoice and letter](#)
 - [Raging Ridge Rd. Budget Amendment](#)
-

Memo

To: Board of Commissioners
From: Jonathan B. Marshall, Deputy County Manager
CC: Michael K. Downs, County Manager
Date: 1/30/2018
Re: Raging Ridge Road Extension Close Out

I have been corresponding with the NC Department of Transportation, including an in person meeting in October 2017, about a final close out of the Raging Ridge Road Extension project. There was a delay while they worked out final billing with the contractor and sent their close out documents to Raleigh. That has been completed and we have received the final billing in keeping with the agreement between NCDOT and the County. That billing is attached but I requested additional information on the cost overruns that resulted in additional funds requested from Cabarrus County. That information was provided by Jeremy Sawicki an Assistant Resident Engineer in Division 10. The verbatim response is pasted below:

"I apologize for this taking as long as it did. I will do my best to break this down. Let me preface this with the fact that I don't intend to insult anyone's intelligence, but I have worded much of this with the assumption that the audience you are providing this to is not familiar with this type of work/vocabulary.

Liquidated Damages - Original assessed damages for this contract were \$20,000.00 for 20 days@ \$1,000 per day beyond the intermediate contract completion date. Due to overruns (\$24,362.70), pro rata was awarded to the contractor. Pro Rata was calculated as follows; \$24,362.7/ contract bid price \$1,444,444.44= 1.69% X contract days 425= 7.18 days. 8 days was awarded because 7.18 is rounded up due to the fact that any partial day is awarded as a full day. With 8 days being awarded to the contractor, this would reduce penalties to \$12,000.00. Thus \$12,000.00 was withheld from payment to the contractor.

Overruns - The overruns to the physical work that took place on this contract was \$24,362.70. Of this amount, \$7,178.75 was price adjustments for fuel and asphalt content. This price cannot be controlled nor forecast, and is a dollar amount that must be paid to the contractor for market price fluctuations on fuel and liquid asphalt after the beginning of the contract. The remaining \$17,183.95 (\$24,362.70- \$7,178.75) is overruns to items of work that were performed in which more work was required than was estimated in the plans and the contract. Upon evaluation of the contract quantities, we believe that this added cost is in the additional borrow material that was required to construct the grade. To construct the roadway, this contract required 2,847.4 cubic yards of additional borrow material not accounted for in the original plan quantity. This was an additional cost of \$31,321.40. There are other line items in the contract that overran and under ran, but I believe that these other items were either negligible or in some cases negated each other. The overrun of the borrow was the only quantity that substantially exceeded the original plan.

The rest - In regard to the remaining amount of the invoice beyond overruns to the project (\$34,241.96- \$24,362.70= \$9,879.26), I will not be able to break this down for you, as the only charges I have control/ knowledge of are related to the construction of the project and construction related administrative costs for personnel. As can be seen on pages 5 and 6 of the invoice

provided to Cabarrus Co., there are many items outside of construction charges, and I do not have information (i.e. estimated cost of these charges) to compare and assess. I do not believe that I could do an explanation of this justice, unless all the information was made available to me.

I hope this is what you were looking for. If you have any additional questions/ concerns regarding any of this, please let me know.

Jeremy Sawicki, Assistant Resident Engineer, Division 10 Bridge Preservation”



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

December 21, 2017

WBS NO: 43370
TIP NO: N/A
FEDERAL AID NO.: N/A
COUNTY: Cabarrus
DESCRIPTION: Extension of Raging Ridge Road From End of Pavement to Stallings Road (SR 1161)

Memorandum To: Earl Jones
Systems Accountant II

From: Scott Cole, P. E.
Division Engineer

Scott Cole KKC

SUBJECT: DOT Construction Agreement (SAP Agreement #5985) and Supplemental Agreement (SAP Agreement #6762)

The Raging Ridge Road extension project (WBS No. 43370) is now complete and Cabarrus County should be invoiced for the costs of the project that exceeded the estimated cost of \$1,681,187.00. The attached agreements state that Cabarrus County shall reimburse the Department for all of the actual oversight/administrative costs and 100% of costs that exceed the estimated project costs.

The total amount charged to the project, including oversight/administrative costs, is \$1,715,428.96 as shown on the attached billing detail summary. Cabarrus County should be invoiced in the amount of \$34,241.96 for the difference between the actual costs and the estimated costs according to the attached DOT Construction Agreement (Agreement ID #4522) and the attached Supplemental Agreement (Agreement ID #6294).

This payment should be applied to WBS Element No. 43370.

If you have questions or need additional information, please feel free to contact me.

SC/RWB/KKC
Attachments

cc: File

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
716 WEST MAIN STREET
ALBEMARLE, NC 28001

Telephone: (704) 983-4400
Fax: (704) 982-3146
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
716 WEST MAIN STREET
ALBEMARLE, NC 28001



JAN 11 2018

STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

Invoice

Bill To:
CABARRUS COUNTY ATTN.: MR. JONATHAN B. MARSHALL, A PO Box 707 CONCORD NC 28026-0707

Order Information
Customer Number: 76986
Invoice Number: 90658240
Purchase Order #: 005489-001_6762_0001
Purchase Order Date: 03/01/2016
Sales Order Number: 592475
Payment Terms: Net due 60 days
Billing Date: 01/08/2018
Due Date: 03/09/2018

Remit To:

North Carolina Department of Transportation
Fiscal Section - Accounts Receivable Unit
1514 Mail Service Center
Raleigh, North Carolina 27699-1514

Contact Person: Earl Jones
Phone: 919-707-4212
Fax: 919-715-8718
Internet: eljones@ncdot.gov

Page 1 of 1

Invoice Details

Item	Description	Quantity	Unit Price	Amount
0010	County Government Participation Reim. DOT CONSTRUCTION AGREEMENT EXECUTED 2/13/14 AND SUPPLEMENTAL AGREEMENT WITH CABARRUS COUNTY CONSISTING OF THE EXTENSION OF RAGING RIDGE ROAD (LENGTH: APPROXIMATELY 0.3 MILES) FROM THE END OF PAVEMENT TO STALLINGS ROAD (SR1161) NEAR HARRISBURG AS PROGRAMMED UNDER WBS ELEMENT 43370. TOTAL AGREEMENT COSTS EQUAL \$1,240,428.96 AND TOTAL STATE FUNDING EQUALS \$475,000.00 FOR TOTAL PROJECT FUNDING OF \$1,715,428.96. TOTAL PROJECT FUNDING OF \$1,715,428.96 LESS STATE FUNDING OF (\$475,000.00) LESS INITIAL DOWN PAYMENT OF (\$825,000.00) LESS SUBSEQUENT DOWN PAYMENT OF (\$381,187.00) NETS TO AN AMOUNT NOW DUE AND PAYABLE BY CABARRUS COUNTY TO NCDOT OF \$34,241.96 PER ATTACHED 12/21/17 MEMO AND DOCUMENTATION RECEIVED FROM SCOTT COLE, DIVISION ENGINEER FOR NCDOT DIVISION 10.	1 EA	34,241.96	34,241.96
	Total Amount Due			\$ 34,241.96

Please return the attached copy of this invoice to ensure proper credit for your payment. Remittances should be made payable to N.C. Department of Transportation.

Budget Revision/Amendment Request

Date: 2/19/2018

Amount: 34,242.00

Dept. Head: Susan Fearington

Department: Non-Dept / Other School

- Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Purpose: This budget amendment allocates \$34,242 from Board Contingency to cover the final payment of the Raging Ridge Road project that was handled by the NCDOT.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	1910-9660	Contingency	724,920.00		34,242.00	690,678.00
001	9	7910-9802	Road Construction	-	34,242.00		34,242.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00

Total 724,920.00

Budget Officer

- Approved
 Denied

County Manager

- Approved
 Denied

Board of Commissioners

- Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

Attachment number 3 in



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

FEBRUARY 5, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Budget Amendment for Purchase of Vietnam Veterans Park Property

BRIEF SUMMARY:

The Board of Commissioners agreed to purchase property from the Church of God Orphanage at Vietnam Veterans Park. The property is currently under lease for park use, but that lease is near its end. There was no budget amendment approved as part of the agreement to purchase. Staff recommends that the purchase (\$375,000) be funded using proceeds from the sale of the Lake Concord building and Commissioners contingency.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to approve the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- [Land Vietnam Veterans Park Budget Amendment](#)
-

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Purpose: This budget amendment records \$308,100 in proceeds from the property sale of the 2323 Concord Lake Road and allocates the proceeds towards the purchase of currently leased land where the County operates Vietnam Veteran's Park. Board Contingency is also being allocated for the \$66,900 difference in the proceeds from the Concord Lake property and the \$375,000 purchase price for the leased land.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	1710-6801	Sale of Fixed Assets	45,000.00	308,100.00		353,100.00
001	9	1910-9660	Contingency	1,102,270.00		66,900.00	1,035,370.00
001	9	8140-9801	Land Acquisition	-	375,000.00		375,000.00
							0.00
							0.00
							0.00
							0.00
							0.00

Total 1,057,270.00

Budget Officer

Approved
 Denied

County Manager

Approved
 Denied

Board of Commissioners

Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

Attachment number 1 \n



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

FEBRUARY 5, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at February 19, 2018 Meeting

SUBJECT:

County Manager - Purchase of Property for Rowan-Cabarrus Community College

BRIEF SUMMARY:

County staff has negotiated the purchase of an 8.87 acre parcel on Trinity Church Road for future use by Rowan-Cabarrus Community College. The terms of the purchase include an initial payment and three subsequent annual payments including a 2 percent annual interest rate. Because the property is being purchased through owner financing, a public hearing is required along with Board of Commissioners' approval.

REQUESTED ACTION:

Motion to approve the contract to purchase the 8.87 acre Page property including authorization for the County Manager to sign all related documents subject to review by the County Attorney.

Hold public hearing.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

GS 160A-20

Trinity Church Road Map

Budget Amendment

Project Ordinance

§ 160A-20. Security interests.

(a) Purchase. - A unit of local government may purchase, or finance or refinance the purchase of, real or personal property by installment contracts that create in some or all of the property purchased a security interest to secure payment of the purchase price to the seller or to an individual or entity advancing moneys or supplying financing for the purchase transaction.

(b) Improvements. - A unit of local government may finance or refinance the construction or repair of fixtures or improvements on real property by contracts that create in some or all of the fixtures or improvements, or in all or some portion of the property on which the fixtures or improvements are located, or in both, a security interest to secure repayment of moneys advanced or made available for the construction or repair.

(c) Accounts. - A unit of local government may use escrow accounts in connection with the advance funding of transactions authorized by this section, whereby the proceeds of the advance funding are invested pending disbursement. A unit of local government may also use other accounts, such as debt service payment accounts and debt service reserve accounts, to facilitate transactions authorized by this section. To secure transactions authorized by this section, a unit of local government may also create security interests in these accounts.

(d) Nonsubstitution. - No contract entered into under this section may contain a nonsubstitution clause that restricts the right of a unit of local government to:

- (1) Continue to provide a service or activity; or
- (2) Replace or provide a substitute for any fixture, improvement, project, or property financed, refinanced, or purchased pursuant to the contract.

(e) Oversight. - A contract entered into under this section is subject to approval by the Local Government Commission under Article 8 of Chapter 159 of the General Statutes if it:

- (1) Meets the standards set out in G.S. 159-148(a)(1), 159-148(a)(2), and 159-148(a)(3), or involves the construction or repair of fixtures or improvements on real property; and
- (2) Is not exempted from the provisions of that Article by one of the exemptions contained in G.S. 159-148(b).

(e1) Public Hospitals. - A nonprofit entity operating or leasing a public hospital may enter into a contract pursuant to this section only if the nonprofit entity will have an ownership interest in the property being financed or refinanced, including a leasehold interest. The security interest granted in the property shall be only to the extent of the nonprofit entity's property interest. In addition, any contract entered into by a nonprofit entity operating or leasing a public hospital pursuant to this section is subject to the approval of the city, county, hospital district, or hospital authority that owns the hospital. Approval of the city, county, hospital district, or hospital authority may be withheld only under one or more of the following circumstances:

- (1) The contract would cause the city, county, hospital district, or hospital authority to breach or violate any covenant in an existing financing instrument entered into by the nonprofit entity.
- (2) The contract would restrict the ability of the city, county, hospital district, or hospital authority to incur anticipated bank-eligible indebtedness under federal tax laws.
- (3) The entering into of the contract would have a material, adverse impact on the credit ratings of the city, county, hospital district, or hospital authority or would otherwise materially interfere with an anticipated financing by the nonprofit entity.

(f) Limit of Security. - No deficiency judgment may be rendered against any unit of local government in any action for breach of a contractual obligation authorized by this section. The taxing power of a unit of local government is not and may not be pledged directly or indirectly to secure any moneys due under a contract authorized by this section.

(g) Public Hearing. - Before entering into a contract under this section involving real property, a unit of local government shall hold a public hearing on the contract. A notice of the public hearing shall be published once at least 10 days before the date fixed for the hearing.

(h) Local Government Defined. - As used in this section, the term "unit of local government" means any of the following:

- (1) A county.
- (2) A city.
- (3) A water and sewer authority created under Article 1 of Chapter 162A of the General Statutes.
- (3a) A metropolitan sewerage district created under Article 5 of Chapter 162A of the General Statutes.
- (3b) A sanitary district created under Part 2 of Article 2 of Chapter 130A of the General Statutes.
- (3c) A county water and sewer district created under Article 6 of Chapter 162A of the General Statutes.
- (3d) A metropolitan water district created under Article 4 of Chapter 162A of the General Statutes.
- (3e) A metropolitan water and sewerage district created under Article 5A of Chapter 162A of the General Statutes.
- (4) An airport authority whose situs is entirely within a county that has (i) a population of over 120,000 according to the most recent federal decennial census and (ii) an area of less than 200 square miles.
- (5) An airport authority in a county in which there are two incorporated municipalities with a population of more than 65,000 according to the most recent federal decennial census.
- (5a) An airport board or commission authorized by agreement between two cities pursuant to G.S. 63-56, one of which is located partially but not wholly in the county in which the jointly owned airport is located, and where the board or commission provided water and wastewater services off the airport premises before January 1, 1995, except that the authority granted by this subdivision may be exercised by such a board or commission with respect to water and wastewater systems or improvements only.
- (5b) A local airport authority that was created pursuant to a local act of the General Assembly.
- (6) A local school administrative unit whose board of education is authorized to levy a school tax.
- (6a) Any other local school administrative unit, but only for the purpose of financing energy conservation measures acquired pursuant to Part 2 of Article 3B of Chapter 143 of the General Statutes.
- (6b) A community college, but only for the purpose of financing energy conservation measures acquired pursuant to Part 2 of Article 3B of Chapter 143 of the General Statutes.
- (7) An area mental health, developmental disabilities, and substance abuse authority, acting in accordance with G.S. 122C-147.
- (8) A consolidated city-county, as defined by G.S. 160B-2(1).
- (9) Repealed by Session Laws 2001-414, s. 52, effective September 14, 2001.
- (10) A regional natural gas district, as defined by Article 28 of this Chapter.

- (11) A regional public transportation authority or a regional transportation authority created pursuant to Article 26 or Article 27 of this Chapter.
- (12) A nonprofit corporation or association operating or leasing a public hospital as defined in G.S. 159-39.
- (13) A public health authority created under Part 1B of Article 2 of Chapter 130A of the General Statutes.
- (14) A special district created under Article 43 of Chapter 105 of the General Statutes. (1979, c. 743; 1987 (Reg. Sess., 1988), c. 981, s. 1; 1989, c. 708; 1991, c. 741, s. 1; 1993 (Reg. Sess., 1994), c. 592, s. 2; 1995, c. 461, s. 6; 1995 (Reg. Sess., 1996), c. 644, s. 2; 1997-380, s. 3; 1997-426, s. 7; 1997-426, s. 7.1; 1998-70, s. 1; 1998-117, s. 1; 1999-386, ss. 1, 2; 2001-414, s. 52; 2002-161, s. 10; 2003-259, s. 1; 2003-388, s. 3; 2007-226, s. 1; 2007-229, s. 3; 2009-527, s. 2(g); 2015-207, s. 5(a).)



Attachment number 2 in

DAVIDSON HWY

1 inch = 250 feet

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

Purpose: Record proceeds from capital lease for the purchase of 8.87 acres to be used for future Rowan Cabarrus Community College expansion and the first year debt service payment of \$310,450 with no interest the initial year. The initial year payment will be paid from Board of Commissioner's Contingency Funds.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
343	6	7240-6905	Proceeds from Lease	-	1,279,054.00		1,279,054.00
343	9	7240-9801	Land Acquisition	-	1,279,054.00		1,279,054.00
							0.00
001	9	1910-9660	Contingency	1,169,170.00		310,450.00	858,720.00
001	9	9120-991401	Capital Lease Principal	132,378.00	310,450.00		442,828.00
							0.00
							0.00
							0.00

Budget Officer

- Approved
 Denied

County Manager

- Approved
 Denied

Board of Commissioners

- Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY CONSTRUCTION AND RENOVATION PROJECT BUDGET ORDINANCE

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

Section I.

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

Capital Reserve Fund Contribution	\$7,067,399
Rental – Tower Lease	726,098
Lease Proceeds	4,945,448
General Fund Contribution	4,789,779
Sale of Fixed Assets	423,417
Contributions and Donations	117,036
Park & Recreation Trust Fund(PARTF) Grant	350,000
Capital Projects Fund Contribution	5,775
TOTAL REVENUES	\$18,424,952

- D. The following appropriations are made as listed.

Tax Collector Renovation	\$128,898
Elevator Modernization Government Center	180,000
Multiple building Fall Protection Measures	350,000
BOE Election Equipment	323,000
County Website Design	283,750
Jail Camera Upgrade	117,000
LEC Law Enforcement Technology	786,932
Training & Firing Range Renovation	50,000
Courthouse Expansion	1,100,000
Public Safety Training Center	90,000
Emergency Communications Equipment	2,099,491
JM Robinson High School Wetlands Mitigation	100,000
Robert Wallace Park	8,147,963
Frank Liske Park – Western Playground Restrooms	375,000
Frank Liske Park – Barn Restrooms	102,000
Frank Liske Park Overflow Parking	236,960
Carolina Thread Trail	109,329
Arena- Restroom Renovation	78,170
Arena –Aisle Safety Lighting	185,000
Arena – Marque Replacement & Sign	112,500
Landfill Retaining Wall	325,000
Veterans Services Improvements	95,000

Cooperative Ext. ADA Bathrooms	150,000
Furniture Replacements	178,723
RCCC Land for future expansion	1,279,054
Senior Center Parking Lot	64,476
EMS Heart Monitors	550,111
EMS Co-location – Concord Fire #11	375,000
Governmental Center ADA Bathrooms	205,000
ITS Fiber Technology Improvements	120,000
Unassigned	126,595
TOTAL EXPENDITURES	\$18,424,952
GRAND TOTAL – REVENUES	\$18,424,952
GRAND TOTAL – EXPENDITURES	\$18,424,952

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 19th Day of February 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**FEBRUARY 5, 2018
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at February 19, 2018 Meeting

SUBJECT:

Emergency Medical Services - Award of Surplus Ambulance to Concord High School Fire Emergency Medical Technicians (EMT) Academy

BRIEF SUMMARY:

Emergency Medical Services Ambulance 942 (County Asset 8276) is to be declared surplus as a result of the County's Vehicle Replacement Policy. The unit has been replaced with a new purchase. We request Asset 8276 be declared surplus and awarded to the Concord High School Fire Emergency Medical Technicians (EMT) for educational purposes. This will provide opportunities for the education and development of Cabarrus County students seeking a career in the emergency services.

REQUESTED ACTION:

Motion to declare Emergency Medical Services Asset 8276 surplus property and authorize disposition in accordance with the County's Vehicle Replacement Policy.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Alan Thompson, EMS Director
Jimmy Lentz, EMS Assistant Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [CHS Request Letter](#)
-



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

704-262-6229
704-262-6161 fax

December 21, 2017

Col. Alan Thompson, Director
Cabarrus County Emergency Medical Services
65 Church Street, South
Concord, NC 28025

Dear Col. Thompson,

Thank you supporting Cabarrus County Schools. We appreciate the support that the Cabarrus County Emergency Medical Services Department gives to the Public Safety Academy at Concord High School.

The Public Safety Academy operates largely on donations from community fire departments, emergency medical services, and law enforcement agencies. The equipment in the Firefighter Technician, EMT, and Law Enforcement programs could not operate without this support. I'm sure you know the expense required to maintain quality equipment, when teaching future firefighters, EMTs and law enforcement officials.

Currently, our academy at Concord High School needs an ambulance. The ambulance that we use needs several repairs that will cost more than its value. As the county disposes of equipment, specifically an ambulance, we would appreciate any donations that could be made to our Public Safety Academy.

The county has already been very supportive of our academy and public safety programs. We look forward to that continued partnership. If you have questions about our programs, or need to speak with me about the ambulance, I can be reached at the numbers below.

Respectfully,

A handwritten signature in black ink that reads 'Russell L Parker'.

Russell "Rusty" Parker
Career & Technical Education Director
4401 Old Airport Road
Concord, NC 28025
704-262-6167 Office
704-603-7463 Mobile



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

FEBRUARY 5, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at February 19, 2018 Meeting

SUBJECT:

Emergency Medical Services - Award of Surplus Ambulance to Rowan-Cabarrus Community College

BRIEF SUMMARY:

Emergency Medical Services Ambulance 943 (County Asset 8277) is to be declared surplus as a result of the County's Vehicle Replacement Policy. The unit has been replaced with a new purchase. We request Asset 8277 be declared surplus and awarded to the Rowan Cabarrus Community College Emergency Medical Services Educational Program. This will provide opportunities for those seeking advanced Emergency Medical Services education in support of career goals and demonstrates a continued partnership with local educational institutions.

REQUESTED ACTION:

Motion to declare Emergency Medical Services Asset 8277 surplus property and authorize disposition in accordance with the County's Vehicle Replacement Policy.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Alan Thompson, EMS Director
Jimmy Lentz, EMS Assistant Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [RCCC Request Letter](#)
-



Post Office Box 1595, Salisbury, North Carolina 28145-1595 • 704-216-RCCC (7222) • www.rccc.edu
Concord, NC • Kannapolis, NC • Salisbury, NC

Date September 6, 2017

EMS Director Alan Thompson
Cabarrus County EMS
31 Willowbrook Dr NW
Concord, NC 28027

Dear Alan,

As you know, the Paramedic program at Rowan-Cabarrus Community College is growing and we are enhancing this growth by building the program's infrastructure of equipment, classrooms and personnel. We have secured a new state of the art classroom that is large enough to fulfill our needs and we are in the process of advertising and recruiting for a full-time lead Paramedic instructor.

Our accrediting agency, CoAEMSP, has a resource matrix that evaluates the quality and effectiveness of the equipment, classroom space, budget and personnel. Using the data from the assessments as well as feedback from stakeholders such as yourself, RCCC is dedicating great support to this program and our team will continue efforts to acquire all of the resources needed to provide the most realistic training experience for our students.

As an employer of our graduates, Cabarrus County EMS is a key partner of our program and we enjoy a mutually beneficial relationship. We appreciate the support you and your agency have provided in the way of time, expertise, supplies and equipment. The Paramedic program is currently in need of a functioning ambulance to provide the opportunity for students to expand their skills beyond core competencies to more advanced situational awareness and vital decision-making abilities. Your donation of an ambulance would enhance classroom training by emulating both the physical and emotional complexities faced by Paramedics in the field.

Thank you for your consideration of our request and especially for your continued support of Emergency Services Training at RCCC.

Sincerely,

Ann Morris
Associate Vice President, Corporate and Continuing Education

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**FEBRUARY 5, 2018
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Emergency Medical Services - Sale of Surplus Ambulance to American Transmed

BRIEF SUMMARY:

American TransMed has indicated the desire to purchase a surplus ambulance from Cabarrus County in order to use it for the transport of bariatrics patients. They have submitted an offer of \$6,250 dollars. Infrastructure and Asset Management records indicate the highest previous amount received for a surplus ambulance to be \$4,015. Emergency Medical Services recommends conditional approval of this request based on the offer amount and the fact it will continue to benefit the citizens of Cabarrus County.

REQUESTED ACTION:

Motion to suspend the rules in order to conditionally approve and initiate the upset bid process in advance of the next regularly scheduled Board of County Commissioners Meeting in accordance with NCGS 160A-266.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jimmy Lentz, Assistant EMS Director
Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Upset Bid Ambulance](#)
 - [Deposit Bid Letter Template](#)
-

ADVERTISEMENT FOR SEALED BIDS
SALE OF COUNTY PROPERTY
2012 Chevrolet G4500 Ambulance,
County asset 8278
Publish Date: February 6th, 2018
Bid Due Date: February 16th, 2018 at 4:00 p.m.

The Board of Commissioners of Cabarrus County has authorized the sale by upset bid of the 2012 Chevrolet G4500 Ambulance (County Asset 8278).

Persons wishing to upset the \$6,250 offer that has been received shall submit a sealed bid with their offer to the office of the county manager within 10 days after the notice of sale is published. During the 10-day bidding period, the clerk shall open any bids received, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

If a qualifying higher bid is received, the county clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bids having been received. At that time, the amount of the final high bid shall be reported to the County Commission.

A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

The Board of Commissioners will determine the highest responsible bidder for the Property and may award the bid by its next regular meeting. The Property is being sold "as is, where is". Bids will remain open and subject to acceptance until the Board of Commissioners awards the bid. For a bid to be considered, it must be in a minimum amount of \$6,612.50.

Each bid must be accompanied by a bid deposit of five percent (5%) of the amount of the bid. A bid deposit may take the form of cash, a cashier's check, a certified check, or a surety bond. The deposit of the bidder to whom the award is made will be held until sale of the Property is closed; if that bidder refuses at any time to close the sale, the deposit will be forfeited to the County. The deposits of other bidders will be returned at the time the Board of Commissioners awards the Property to the highest responsible bidder.

In order for a bid to be considered, the bidder must be current on payment of all property taxes owed to the County.

The County reserves the right to withdraw the Property from sale at any time and the right to reject all bids and the right to treat the high bid as an offer to purchase the Property and advertise the Property for upset bids.

Inquiries about sale of the Property may be made to the County Manager's Office, Second Floor, Cabarrus County Governmental Center, 65 Church Street SE, Concord, North Carolina 28025. Inquiries related to the Ambulance sale should be addressed to Jimmy Lentz, Cabarrus EMS Assistant Director, at 704-920-2606.



INFRASTRUCTURE AND ASSET MANAGEMENT

Date: _____

Re: Confirmation of Receipt of Property Bid Deposit

Cabarrus County is providing this letter to confirm receipt of a property bid deposit check

Company Name: _____

Check No: _____

Amount: _____

I hereby confirm I received this check

Signature: _____

Name: _____

Title: _____

Date: _____

REVISED

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**FEBRUARY 5, 2018
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at February 19, 2018 Meeting

SUBJECT:

Emergency Medical Services - Telestroke Project

BRIEF SUMMARY:

Cabarrus County Emergency Medical Services (EMS) is proposing the implementation of an innovative first of its kind telestroke project. This project brings EMS providers and patients together with neurologists from the back of an ambulance. The project requires approval of pass through funding in the amount of \$120,000 from Carolinas Healthcare System.

REQUESTED ACTION:

Motion to approve the related budget amendment and the contract between Cabarrus County, Medris and Carolinas Healthcare System; and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Alan Thompson, EMS Director
Jimmy Lentz, EMS Assistant Director
Justin Brines, EMS Specialty Services Supervisor

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- [MEDRIS Contract](#)
 - [CHS contract](#)
 - [Telestroke EMS work plan](#)
 - [Medris slides](#)
 - [EMS Telestroke Budget Amendment](#)
-

PREHOSPITAL STROKE ASSESSMENT PILOT PROGRAM AGREEMENT

THIS AGREEMENT (“Agreement”) is dated January 17, 2018, 2017 (the “Effective Date”), and is by and between CABARRUS COUNTY EMERGENCY MEDICAL SERVICES (“County”) and MEDRIS, LLC (“Medris”). Medris and County are sometimes referred to herein individually as a “Party” and collectively as the “Parties”

WHEREAS, County operates Emergency Medical Services (EMS) ambulances in Cabarrus County; and

WHEREAS, Medris provides a service that supplies equipment to enable secure video transmission between ambulance-based devices and hospital-based tablets; and

WHEREAS, County has determined that the services provided by Medris would be advantageous to their EMS delivery.

NOW, THEREFORE, in consideration of the above promises, the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, County and Medris covenant and agree as follows:

I. Services to be Provided

A. Services

1. Medris will provide technology system that will allow County’s EMS responders to initiate video and audio communication between a hospital-based physician and a neurology patient in the ambulance while being transported to the hospital. Medris will be responsible for maintaining all technologic aspects of the video transmission and will be available for technology-related questions and support.

2. County will use the Medris proprietary ambulance-based video transmission technologies for its video transmission needs for neurology patients, and not enter into an agreement with other video transmission technology platform for neurology patients during the duration of this agreement. Such a commitment ensures all time, equipment, support, uniquely manufactured devices, and ongoing relations between the Parties are in mutual good faith.

3. County will be responsible for the costs of running, installing, repairing and maintaining all County owned hardware which enables access to Wi-Fi internet such as routers, modems, and antennas. County will ensure a Wi-Fi connectivity partnership with a 3rd party provider such as Verizon or AT&T is in place during the duration of this agreement.

B. Training

1. The Parties will coordinate to provide training to County employees on the video transmission technology. In said training, County will be responsible for providing HIPAA training. Medris will technology and device specific training and support.

II. Consideration

The County, in consideration of the services provided in this Agreement, which includes personnel services, online access and services, and training as described herein, hereby authorizes Medris to use County's name in mutually approved Medris marketing materials. County authorizes Medris to promote that County is or has been a subscriber and user of Medris' technology, products or services in Medris' efforts to promote its products or to build its brand or name recognition with County approval. This provision shall survive the expiration of this Agreement.

III. Definitions

A. Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

1. Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean County.
2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Medris.
3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

IV. Obligations and Activities of the Business Associate

Business Associate shall:

- A. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- B. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- C. In a timely manner not to exceed 48 hours, report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- D. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of

the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

E. Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

F. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

H. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

I. Make its internal practices, books, and records available to MEDRIS for purposes of determining compliance with the HIPAA Rules if needed during security compliance audits.

V. **Permitted Uses and Disclosures by Business Associate**

A. Business Associate may only use or disclose protected health information made accessible by Medris as necessary to perform the services set forth in Service Agreement.

B. Business Associate may use or disclose protected health information as required by law if needed.

C. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

D. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

VI. **Term of Agreement**

A. This Agreement shall be for a term of 24 months, unless either Party shall cancel or terminate the Agreement with 60 days written notice and pursuant to the terms of the Agreement detailed below.

B. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

C. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

VII. **Cancellation**

This Agreement may be terminated by either Party, with cause detailed in a secure fashion of certified mail or direct contact with other Party representatives, upon sixty (60) day's advance written notice.

VIII. **Independent Contractor**

The sole relationship between the Parties is that of independent contractors. This Agreement is not intended, nor shall it be construed, to create any partnership, employment, agency or joint venture relationship among the Parties. Each Party expressly disclaims, both for itself and for its employees, any entitlement to the employee benefits of each other Party.

IX. **Indemnity**

Each Party (for purposes of this sentence, "Indemnitor") shall indemnify and hold harmless each other Party, and their respective officers, employees, agents and representatives (for purposes of this sentence, collectively, "Indemnitee" from and against any and all losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including reasonable attorneys' fees, costs and expenses) incurred by Indemnitee as a result of (a) the breach by Indemnitor or any employee, agent or contractor of Indemnitor of the terms of this Agreement including any breaches of confidentiality, or (b) the intentional or negligent acts or omissions of Indemnitor or any employee, agent or contractor of Indemnitor. This Section and the rights and obligations of the Parties under this Section will survive the termination or expiration of this Agreement and will continue until the later of (i) three years after termination or expiration of this Agreement and (ii) the expiration of any applicable statute of limitations.

X. **Insurance**

Medris shall obtain and maintain in force throughout the duration of this Agreement general liability insurance coverage for at least \$1,000,000 for any one occurrence and \$2,000,000 in the aggregate annually, as well as automobile liability insurance coverage for at least \$1,000,000 for any one occurrence.

Such insurance shall be provided by an insurance company licensed to do business in North Carolina or any other company approved in advance by County. Medris shall provide County with 30 days' prior written notice of any cancellation of or a significant change in such insurance coverage.

XI. **Funding**

As consideration for the services and technology to be provided or arranged for by Medris under this Agreement, County will provide to Medris funds in the amount of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) during the two-year Term of this Agreement. Medris will use all funding under this Section XI to provide technology and support services as referenced in Section I.

XII. **Assignment of Services**

The services to be performed by either Party shall not be assigned, sublet, or transferred without the prior written approval of the other Party. The Parties shall not share any proprietary information unless approved by the other Party.

XIII. **Data Privacy**

The Parties agree to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and/or data including, but not limited to, information made non-public by such laws or regulations. The Parties agree to hold one another harmless from any claims resulting from the unlawful disclosure or use of private, confidential, or non-public information by the offending Party.

XIV. **Governing Law; Severability**

The Parties expressly agrees that this Agreement will be governed by North Carolina law and any ambiguities in language will not be construed against the drafter. The venue for any legal action or proceeding arising from, or related to, this Agreement shall be in Charlotte, North Carolina.

If any term, condition, clause, or provision of this Agreement shall be determined by a court of competent jurisdiction to be void or invalid then only that term, condition, clause or provision as is determined to be void or invalid shall be modified or amended to render it enforceable if possible; otherwise the term, condition, clause or provision shall be stricken from this Agreement, and this Agreement shall remain in full force and effect in all other respects.

XV. **Amendment; Waiver**

No provision of this Agreement may be waived unless in writing signed by all of the parties to this Agreement, and the waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision. This Agreement may be amended only by a written agreement executed by all of the parties to this Agreement.

XVI. **Force Majeure**

If either Party's ability to perform any of its obligations under this Agreement is affected by a Force Majeure (as hereinafter defined), then it is agreed that the obligations of such party will, so far as they are

affected by the Force Majeure, be suspended for so long as such party's ability to perform is affected by such Force Majeure. "Force Majeure" means an event or force beyond the reasonable control of a party which affects such party's performance under this Agreement, including acts of God, acts of public enemy, terrorism, wars, riots and civil disturbances, explosions, epidemics, natural disasters, fires, vandalism, changes in general and economic political conditions or the securities, credit or financial markets in general, and Government Interference or preemption in connection with a national emergency.

XVII. **Headings**

The section and subsection headings contained in this Agreement are included for convenience only and form no part of the agreement between the parties.

XIV. **Merger**

This Agreement constitutes the entire agreement of the Parties relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications, contracts, or agreements between the Parties with respect to the subject matter addressed in this Agreement, whether oral or written.

XV. **Miscellaneous**

A. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

B. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

C. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

[Signatures on the following page]

IN WITNESS WHEREOF, the County and Medris, having duly approved this Agreement on the _____ day of _____, 2018, the parties hereto agree to be bound by the provisions set forth herein.

MEDRIS, LLC:

Date:
By:
Its:

CABARRUS COUNTY EMS:

Date:
By:
Its:

**COLLABORATION AGREEMENT
PREHOSPITAL STROKE ASSESSMENT PILOT PROGRAM**

January 17, 2018

THIS COLLABORATION AGREEMENT (this "Agreement") is dated _____, 2017 (the "Effective Date"), and is by and between THE CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY d/b/a CAROLINAS HEALTHCARE SYSTEM NORTHEAST ("CHS") and CABARRUS EMERGENCY MEDICAL SERVICES ("EMS"). CHS and EMS are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

BACKGROUND

CHS and EMS recognize that stroke interventions and therapies demonstrate improved outcomes the sooner they are administered. The parties acknowledge that the pre-hospital ambulance setting has been identified as an effective venue to complete certain steps in the stroke evaluation process, enabling more rapid stroke treatment upon arrival at the hospital. The CHS inpatient neurology team and EMS have developed a quality improvement project aimed at providing more rapid care to patients in Cabarrus County. This project will be implemented as a pilot program using telemedicine to examine and triage stroke patients while they are in the EMS ambulance prior to hospital arrival.

The Parties therefore agree as follows:

1. **The Program**. The collaboration among the Parties pursuant to this Agreement is referred to herein as the "Program." Each Party will use best efforts to work collaboratively with the other Party to advance the following key objectives (the "Program Objectives"): The objective of this two (2) year project is to provide more rapid acute stroke care to patients in Cabarrus County by reducing the total "Door to Needle" time for patients with Stroke Symptoms transported by EMS. This will be accomplished by implementing the appropriate technology, developing protocols and guidelines and hardwiring certain steps during transport by EMS, including the following:

- a. EMS Activates Stroke Alert - Page sent to on-call neuro-hospitalist.
- b. Neurologist Logs onto Tablet Video Feed - Patient name and DOB to be communicated over secure video transmission. Family/witness contact information to be relayed and family/witness contacted.
- c. EMS completes stroke work-up – completion of pre-hospital stroke assessment, past medical history and tPa contraindications reviewed while patient is en route to CHS Northeast ED.
- d. Neurologist to complete review – on-call neurologist is able to review electronic medical record when available for additional medical and medication history.
- e. Information derived during transport to be included in the EMR as appropriate.
- f. Patient arrival – transport completed to CHS Northeast ED.

2. **Advisory Group**. EMS and CHS will establish a collaborative advisory group to oversee the operation of the Program and to evaluate its success in accomplishing the Program

Objectives. The advisory group will be comprised of members from each of CHS and EMS, with participation as appropriate from the technology vendor, and will communicate at agreed upon intervals to assess the Program.

3. **Funding.** As consideration for the services and technology to be provided or arranged for by EMS under this Agreement, CHS will provide to EMS funds in the amount of ONE HUNDRED AND TWENTY THOUSAND DOLLARS (\$120,000.00) during the two year Term of this Agreement. EMS will use all funding under this Section 3 to provide technology and support as further described in Exhibit A, attached hereto and incorporated herein by reference.

4. **Reporting Requirements.** EMS will work collaboratively with CHS to prepare any reports, presentations or other materials that the Advisory Committee deems necessary to accomplish the Program Objectives.

5. **Publicity, Use of Name/Logo.** The parties shall not issue a press release or any other announcement of the relationship contemplated by this Agreement without each other's prior written consent. The parties reserve the right to control and use of their names and all copyrights, symbols, trademarks, or service marks presently existing or later established. Neither party shall use the other party's copyrights, symbols, trademarks, nor service marks in advertising or promotional materials or otherwise without the approval of the other party. The use of the name, copyrights, symbols trademarks or service marks of such other party shall cease immediately upon the earlier of written notice of such other party or termination of the Agreement. The parties shall consult with each other and jointly agree in writing on publication rights related to the Program.

6. **Records Access.** Until the expiration of four years following the furnishing of services under this Agreement, EMS shall make available, upon written request, to the Secretary of the Department of Health and Human Services or, upon request, to the Comptroller General of the United States, or any other duly authorized representatives, the contracts, books, documents and records that are necessary to certify the nature and extent of costs under this Agreement. If EMS carries out any duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a 12-month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of services pursuant to such subcontract, the related organization shall make available, upon written request, to the Secretary of the Department of Health and Human Services or, upon request, to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, books, documents, records or other data necessary to verify the nature and extent of the costs incurred for such services.

7. **Confidentiality of Information.** Except as required by law or as necessary to perform its obligations under this Agreement, no Party shall disclose or use any Confidential Information (as defined below) belonging to any other Party without the prior written consent of such other Party. "Confidential Information" means, with respect to a Party, (a) the terms of this Agreement; (b) any information that individually or as compiled constitutes confidential, proprietary or trade secret information developed by or on behalf of that Party; (c) any confidential or proprietary information disclosed by or on behalf of that Party to any other Party in written,

electronic or other form; and (d) any confidential or proprietary information of that Party that is discovered by another Party in connection with its performance under this Agreement. The obligations of the Parties do not apply to information that at the time of disclosure to a Party was in the public domain or subsequently becomes part of the public domain through no breach of this Agreement. The Parties acknowledge that recovery of damages may not be an adequate means to redress a breach of this Section. If a Party commits a breach of this Section, then any other Party may pursue equitable relief including a temporary restraining order and an injunction. This Section is to be construed to permit a Party to pursue any remedies in addition to equitable relief, including recovery of damages. This Section and the rights and obligations of the Parties under this Section will survive the expiration or termination of this Agreement for any reason.

8. **Term; Termination.** The term of this Agreement (the “Term”) will remain in effect from the Effective Date until the second anniversary of the Effective Date unless earlier terminated pursuant to this Agreement. Thereafter, the Parties may (but are not obligated to) jointly elect to extend the Term for additional one-year periods on terms and conditions mutually agreeable to both Parties. Termination may proceed as follows:

a. CHS may terminate this Agreement immediately upon written notice to EMS, if EMS: (i) is in material breach of this Agreement, including any Addendum or Exhibit; or (ii) terminates or suspends its business, becomes insolvent, admits in writing its inability to pay its debts as they mature; or becomes subject to any bankruptcy or insolvency proceeding under Federal or State Law. CHS may, in its sole discretion, allow EMS 30 days to rectify any event described above to the reasonable satisfaction of CHS.

b. Either party may terminate this Agreement without cause by giving thirty (30) days’ written notice.

c. If this Agreement is terminated early then, except as otherwise required by applicable law, any amounts owing to any Party hereunder shall be paid, on a pro rata basis, up to the date of such termination, and any obligation hereunder that is to continue beyond expiration or termination shall so continue pursuant to its terms. In the event of early termination by EMS, CHS will receive a refund of funds paid on a pro rata basis for the remainder of the term.

9. **Independent Contractors.** The sole relationship between the Parties is that of independent contractors. This Agreement is not intended, nor shall it be construed, to create any partnership, employment, agency or joint venture relationship among the Parties. Each Party expressly disclaims, both for itself and for its employees, any entitlement to the employee benefits of each other Party.

10. **Changes in Law.** If any applicable laws and regulations are amended, then the parties will amend this Agreement accordingly, provided that if the change in law or regulations causes any paragraph or provision of this Agreement to be invalid, incomplete, void, in any manner unlawful, or subjects either party to penalty, then the Agreement will be deemed to be amended by operation of law, regardless of whether the parties document such changes in the law by written amendment.

11. **Insurance/Indemnification.** Each Party shall obtain and maintain in force throughout the duration of this Agreement general and professional liability malpractice insurance coverage for at least \$1,000,000 for any one occurrence and \$3,000,000 in the aggregate annually. CHS shall have the right to self-insure in accordance with the foregoing limits. Such insurance shall be provided by an insurance company licensed to do business in North Carolina or any other company approved in advance by CHS. Each of CHS and EMS shall provide the other Party with 30 days' prior written notice of any cancellation of or a significant change in such insurance coverage. Each Party (for purposes of this sentence, "Indemnitor") shall indemnify and hold harmless each other Party, and their respective officers, employees, agents and representatives (for purposes of this sentence, collectively, "Indemnitee") from and against any and all losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including reasonable attorneys' fees, costs and expenses) incurred by Indemnitee as a result of (a) the breach by Indemnitor or any employee, agent or contractor of Indemnitor of the terms of this Agreement including any breaches of confidentiality, or (b) the intentional or negligent acts or omissions of Indemnitor or any employee, agent or contractor of Indemnitor. This Section and the rights and obligations of the Parties under this Section will survive the termination or expiration of this Agreement and will continue until the later of (i) three years after termination or expiration of this Agreement and (ii) the expiration of any applicable statute of limitations.

12. **Notices.** Notices under this Agreement will be given to the other Party in writing to the applicable address set forth below and shall be deemed effectively given to the other Party on the earliest of the date (a) three business days after such notice is sent by registered U.S. mail, return receipt requested, (b) one business day after delivery of such notice into the custody and control of an overnight courier service for next day delivery, (c) one business day after delivery of such notice in person and (d) such notice is received by the applicable Party.

CHS: Carolinas HealthCare System
1000 Blythe Boulevard
Charlotte, North Carolina 28203
Phone: 704/446-8155
Attn: Mike Mallowney

With a copy to: Carolinas HealthCare System
1111 Metropolitan Avenue, Suite 600
Charlotte, North Carolina 28202
Attn: Office of General Counsel

Cabarrus County Emergency Medical Services:

Cabarrus County EMS
31 Willowbrook Dr
Concord, NC 28027
Phone: 704/920-2601
Attn: Alan Thompson

13. **Miscellaneous Provisions.**

(a) All section and item headings are inserted for convenience only and do not expressly or by implication limit, define or extend the specific terms of the section so designated.

(b) This Agreement and all Exhibits incorporated by reference contain the entire understanding of the Parties relating to the matters referred to herein, and will be amended only by written instrument signed by CHS and EMS.

(c) Any provision of this Agreement that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision of this Agreement or the invalid or unenforceable provision in any other situation or in any other jurisdiction. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(d) No Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party.

(e) The failure by any Party to promptly exercise a right hereunder, or to seek a remedy available hereunder because of a breach of this Agreement, will not be construed as a waiver of that right or a waiver of any remedy for that breach or any future breach of this Agreement.

(f) Nothing in this Agreement will be construed as creating or giving rise to any third parties or any persons other than the Parties hereto.

(g) Whenever used herein, the masculine pronoun will include the feminine and neuter pronouns, and the singular will include the plural, and the plural the singular.

(h) Notwithstanding any provisions of this Agreement to the contrary, Section 7 (Confidentiality) and 11 (Insurance/Indemnification) shall survive the termination of this Agreement.

(i) This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one agreement.

(j) Each Party represents and warrants to the other Party that it has the necessary power and authority to execute, deliver and perform this Agreement, that the execution, delivery and performance by such Party of this Agreement has been duly authorized by all required action on behalf of such Party, and no other proceedings on behalf of such Party are necessary to authorize the execution, delivery and performance of this Agreement.

(k) The provisions of this Agreement and all rights and obligations of this Agreement shall be governed by, and construed in accordance with the laws of the State of North Carolina without giving effect to any choice or conflict of law principles of any jurisdiction.

[Signatures on following page]

The Parties are signing this Agreement as of the Effective Date.

“CHS”

**THE CHARLOTTE-MECKLENBURG
HOSPITAL AUTHORITY d/b/a CAROLINAS
HEALTHCARE SYSTEM NORTHEAST**

By: _____
Name: Phyllis Wingate
Its: Division President – Northern Group

“EMS”

**CABARRUS EMERGENCY MEDICAL
SERVICES**

By: _____
Name: Mike Downs
Its: County Manager

EXHIBIT A

Technology and Services Description

Funds to support the Program will be provided to EMS by CHS in the amount of ONE HUNDRED AND TWENTY THOUSAND DOLLARS (\$120,000) and will be payable as follows:

SIXTY THOUSAND DOLLARS (\$60,000) will be paid within thirty (30) days of the Effective Date of this Agreement. The remaining SIXTY THOUSAND DOLLARS (\$60,000) will be paid within thirty days of the first anniversary of the Effective Date.

All funds will support the following technology and services during the two year Initial Term of this Agreement:

1. **Telenology:** Custom-built communication device to be installed into each of the 17 Cabarrus County ambulances. Costs for Telenology include all components of the device itself including: 2-way video communication tablet, microphone, custom software license, Bluetooth blood pressure cuff, Bluetooth pulse oximeter, microphone, and 24/7 technology support of the device. Device life expectancy is 3 years.
2. **Two-Way Video Package:** This includes all costs associated with maintaining a HIPAA compliant 2-way video software specifically designed to run on the lowest possible bandwidth. The low bandwidth communication is essential to ensure that calls are not dropped en route due to poor cellular service.
3. **In Hospital Physician Device:** Top of the line tablet and headset combinations for physicians and VCC to carry on their person during shifts, including depreciation and potential replacement of the devices.
4. **Telenology Device Maintenance:** Includes all maintenance work and upgrades to Telenology during the life of the device.



Work Plan

Task: *EMS Telestroke*

Leadership Team Coordinator: Justin Brines

Team Members: Justin Brines, Dr. George Khouri, Dr. Craig Corey

Dependencies: CHS Northeast / Cabarrus EMS collaboration, ITS capabilities to support video transmission, telestroke network to be provided by CHS NE

Resources: Provided by CHS NE

Project Timeline. Expected implementation spring 2017

Project Assigned: 2 February 2017

Projected Implementation:

Statement of Intent: Work with CHS Northeast stroke team to develop video telestroke capabilities in ambulances in order to improve care, clearly identify transport destination need, and reduce time to intervention.

Approval Process: CHS-Northeast, EMS Medical Director, EMS Director

Notes:

Project is nearing implementation date. See below for description of project from Dr. George Khouri of CHS Northeast Telestroke team.

“We have the OK from Cabarrus EMS, pending us submitting our basic legal contract, and I think they are as excited as we are to push the ball forward in the world of stroke and telestroke.

We are awaiting final word from the Cabarrus Foundation about a proposal for the project. However, the project will proceed with or without that contract. That contract would allow for larger scale assistance to the patients of Cabarrus County by rigging all their vehicle quickly, but is not necessary to validate the video device and system.

Our team has created a unique device that mounts easily with good durability for an ambulance. The device includes a remote zoom camera, microphone, speaker, screen with operating system and voice activation software. Code strokes can be called out by simply saying "activate code stroke." This packaged and durable device operates with a very low bandwidth video software to address rural area connectivity concerns. We worked with a telemetry group to build it out and they have interest in marketing it global once live in Cabarrus.

We have a clinical stroke trained team that can hop online when a stroke is called. They will enter patient information and assume responsibility for EMS called code strokes throughout the region and will be responsible for redirection of vehicles as needed based on a time based GPS algorithm (This would help significantly with the cumbersome process of using on call neurologists for thousands of stroke alerts in the region yearly and the political operability

between hospital systems accepting strokes). If you are going to divert a patient from a small remote site where they can get tPA quickly, you need to know an ETA with traffic to the comprehensive site and ensure it is a reasonable wait. Otherwise, they may ethically need tPA locally then helicopter. This specific algorithm of reasonable wait times to the comprehensive site could include average remote site tPA times and would rely on the stroke committees to draft/formalize.

All inclusion/exclusion criteria, medications, and basic HPI will be submitted rapidly to the on call neurologist at the destination hospital to a secure tablet and via email like RAPID. A stroke warning page will also be executed to the destination hospital with vehicle ETA. All necessary personnel at the destination hospital will also be contacted such as CT, IR, anesthesia etc. as needed by the on call EMS stroke specialist.

We should be live in the next 45 days using the proprietary EMS voice activation video devices and on call stroke specialists with or without the Cabarrus Foundation contract. The implications of the above system certainly go far beyond strokes and include EMS antibiotic administration rapidly for sepsis, antihypertensive med administration, trauma alerts, etc.”



MEDRIS
HEALTHCARE SOLUTIONS

Cabarrus County EMS Telestroke Project





Cabarrus County EMS Telestroke Project

- ▶ Medris has secured funding through the NorthEast Foundation and partnered with CHS and Cabarrus County EMS to equip County ambulances with our state of the art telemedicine communication device, Telenology I.
- ▶ Our goal for this project is to provide more rapid and improved stroke care to patients in Cabarrus County.



EMS Activates Stroke Alert

Page sent to on-call neurohospitalist.



Neurologist Logs onto Tablet Video Feed

Patient name and DOB can be communicated over secure video transmission. Family contact information can be relayed and family witness contacted.



NIHSS completion, past medical history and tPa contraindications reviewed while patient en route to ED



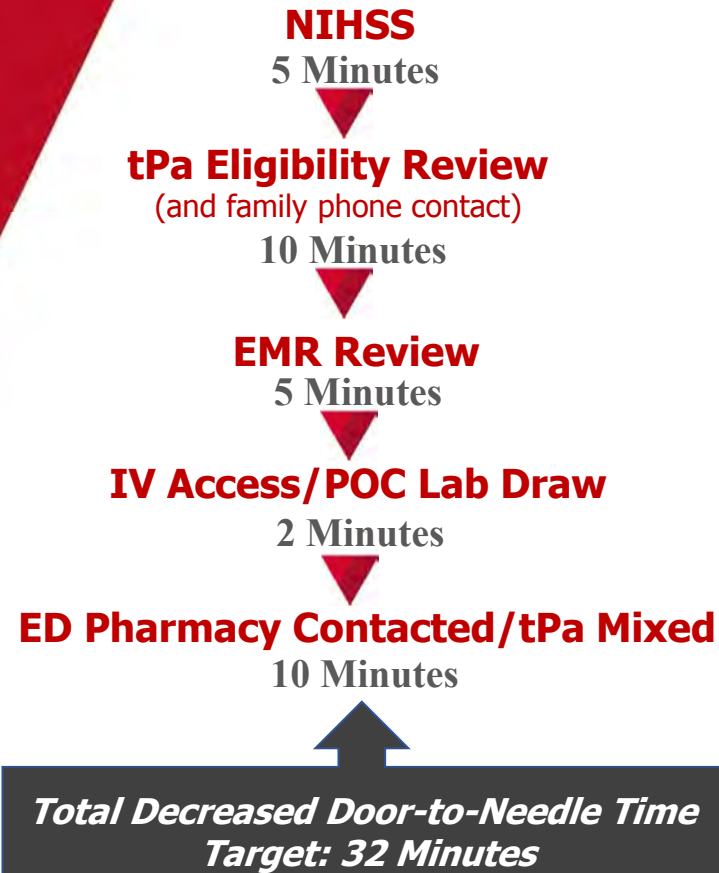
Neurologist is able to review electronic medical record for additional medical and medication history



Patient arrival to the ED

Patient with Stroke Symptoms Picked up by EMS

Time Saving Measures En Route vs On Arrival to ED



Additional Device Capabilities

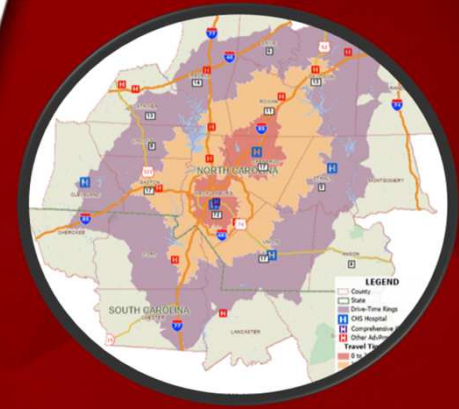
- ▶ Bluetooth capability in Telenology I can transmit vital patient health data to attending physician in real-time from ambulance.
- ▶ Medris software applications will assist EMS in transportation options and patient identification.



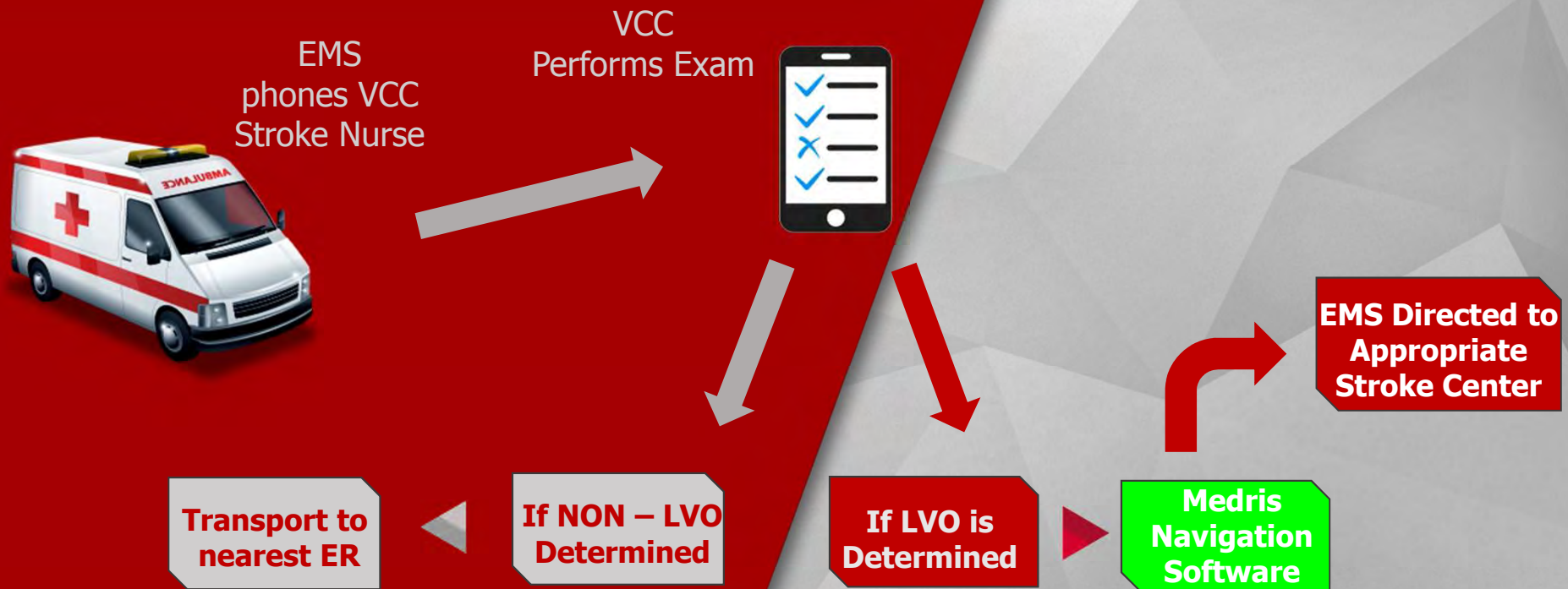


MEDRIS
HEALTHCARE SOLUTIONS

Prehospital Stroke Navigation Software

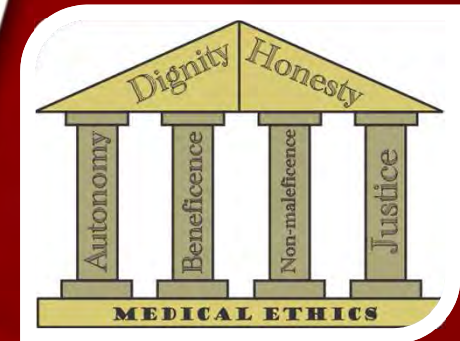


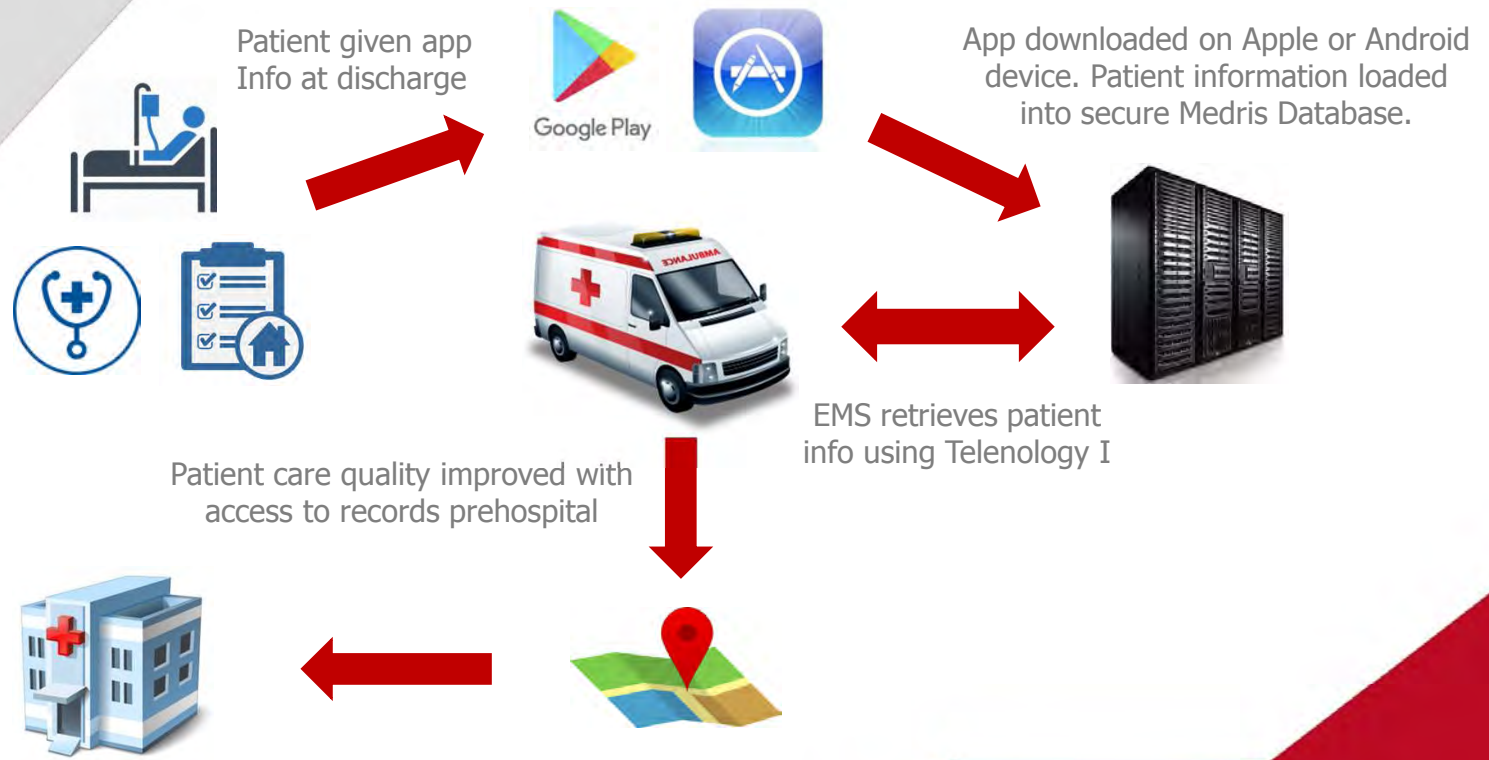
Medris EMS Prehospital Stroke Navigation Software





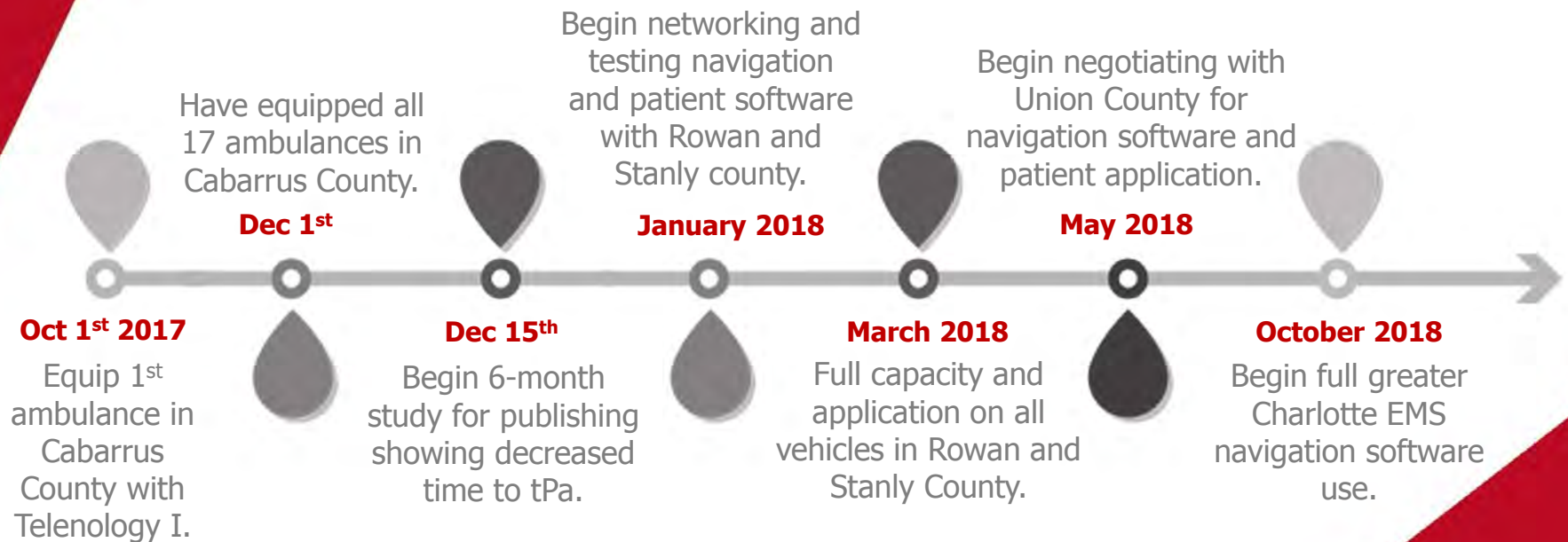
Patient Directed EMS Navigation System





Patient Directed EMS Navigation System

Timeline



Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

- Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Purpose: Record first of two years for pass through funding of the Telestroke Project. The total funding will be \$120,000 with \$60,000 recorded in FY 18 and another \$60,000 in FY19.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2730-6805-TELE	Donation - Telestroke	-	60,000.00		60,000.00
001	9	2730-9330-TELE	Tools & Minor Equipment	-	60,000.00		60,000.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00

Budget Officer

- Approved
 Denied

County Manager

- Approved
 Denied

Board of Commissioners

- Approved
 Denied

Signature

Signature

Signature

Date

Date

Date



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

FEBRUARY 5, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at February 19, 2018 Meeting

SUBJECT:

Infrastructure and Asset Management - Offer for Purchase of tax Foreclosure Property

BRIEF SUMMARY:

Tax foreclosure parcels that are not purchased through the courthouse auction have been sold using an online surplus property web service. One particular parcel, located at 337 Broad Drive SW in Concord, has recently received an offer to purchase independently of the web service for \$500 from Donald Watson. The property just came into County's ownership last month, and has not yet been listed on the online surplus property web service. The amount the County would ask for the property would be \$6,457.76 which is compromised of taxes owed and legal fees.

In order to accept this offer to purchase it is required to go through the standard upset bid process. The process for upset bids is attached (G.S. 160A-269)

REQUESTED ACTION:

Motion to conditionally accept the initial bid from Donald Watson and commence the upset bid process.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations
Michael Miller, Director of Infrastructure and Asset Management

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Upset Letter offer](#)
 - [Statute](#)
-

January 18, 2018

Cabarrus County Governmental Center
Mr. Kyle Bilafer
Area Manager of Operations
Cabarrus County Manager's Office
65 Church Street, S
Concord, North Carolina 28025

Re: 337 Broad Drive, SW
Concord, North Carolina 28025

Parcel ID# 56720 93 9784 0000

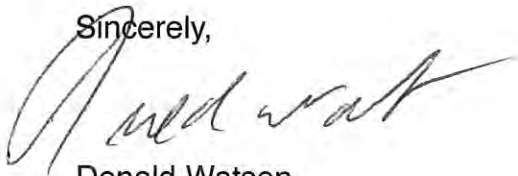
OFFER LETTER

Dear Mr. Bilafer,

This letter is to to notify you of my offer for the above property. After careful research of last sales in the area and my recent purchases of vacant lots in the area from the city of concord, I would like to offer \$500.00 for this property. I have enclosed a certified check in the amount of \$25.00 which represents a 5% required deposit.

If you have any questions or concerns please notify me via email or telephone at (732) 620-8533.

Sincerely,



Donald Watson



UNITED STATES
POSTAL SERVICE

POSTAL MONEY ORDER

Serial Number

23843690897

Year Month Day
2018-01-19

Post Office
280250

U.S. Dollars and Cents

\$25.00

Amount

Twenty Five Dollars and 00/100 *****

Clerk 7

Pay to

Cabarrus County Tax Collector

Address

337 Broad Drive
Caneel NC 28025

From

Donald Watson

Address

Memo

5% Deposit

© 2008 United States Postal Service. All Rights Reserved.

0000008002

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS
23843690897

Article 12.

Sale and Disposition of Property.

§ 160A-265. Use and disposal of property.

In the discretion of the council, a city may: (i) hold, use, change the use thereof to other uses, or (ii) sell or dispose of real and personal property, without regard to the method or purpose of its acquisition or to its intended or actual governmental or other prior use. (1981 (Reg. Sess., 1982), c. 1236.)

§ 160A-266. Methods of sale; limitation.

(a) Subject to the limitations prescribed in subsection (b) of this section, and according to the procedures prescribed in this Article, a city may dispose of real or personal property belonging to the city by:

- (1) Private negotiation and sale;
- (2) Advertisement for sealed bids;
- (3) Negotiated offer, advertisement, and upset bid;
- (4) Public auction; or
- (5) Exchange.

(b) Private negotiation and sale may be used only with respect to personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of similar items. Real property, of any value, and personal property valued at thirty thousand dollars (\$30,000) or more for any one item or group of similar items may be exchanged as permitted by G.S. 160A-271, or may be sold by any method permitted in this Article other than private negotiation and sale, except as permitted in G.S. 160A-277 and G.S. 160A-279.

Provided, however, a city may dispose of real property of any value and personal property valued at thirty thousand dollars (\$30,000) or more for any one item or group of similar items by private negotiation and sale where (i) said real or personal property is significant for its architectural, archaeological, artistic, cultural or historical associations, or significant for its relationship to other property significant for architectural, archaeological, artistic, cultural or historical associations, or significant for its natural, scenic or open condition; and (ii) said real or personal property is to be sold to a nonprofit corporation or trust whose purposes include the preservation or conservation of real or personal properties of architectural, archaeological, artistic, cultural, historical, natural or scenic significance; and (iii) where a preservation agreement or conservation agreement as defined in G.S. 121-35 is placed in the deed conveying said property from the city to the nonprofit corporation or trust. Said nonprofit corporation or trust shall only dispose of or use said real or personal property subject to covenants or other legally binding restrictions which will promote the preservation or conservation of the property, and, where appropriate, secure rights of public access.

(c) A city council may adopt regulations prescribing procedures for disposing of personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of items in substitution for the requirements of this Article. The regulations shall be designed to secure for the city fair market value for all property disposed of and to accomplish the disposal efficiently and economically. The regulations may, but need not, require published notice, and may provide for either public or private exchanges and sales. The council may authorize one or more city officials to declare surplus any personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of items, to set its fair market value, and to convey title to the property for the city in accord with the regulations. A city official authorized under this section to dispose of property shall keep a record of all property sold under this section and that record shall generally describe the property sold or exchanged, to whom it was sold, or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

(d) A city may discard any personal property that: (i) is determined to have no value; (ii) remains unsold or unclaimed after the city has exhausted efforts to sell the property using any applicable

procedure under this Article; or (iii) poses a potential threat to the public health or safety. (1971, c. 698, s. 1; 1973, c. 426, s. 42.1; 1983, c. 130, s. 1; c. 456; 1987, c. 692, s. 2; 1987 (Reg. Sess., 1988), c. 1108, s. 9; 1997-174, s. 6; 2001-328, s. 4; 2005-227, s. 3.)

§ 160A-267. Private sale.

When the council proposes to dispose of property by private sale, it shall at a regular council meeting adopt a resolution or order authorizing an appropriate city official to dispose of the property by private sale at a negotiated price. The resolution or order shall identify the property to be sold and may, but need not, specify a minimum price. A notice summarizing the contents of the resolution or order shall be published once after its adoption, and no sale shall be consummated thereunder until 10 days after its publication. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 24.)

§ 160A-268. Advertisement for sealed bids.

The sale of property by advertisement for sealed bids shall be done in the manner prescribed by law for the purchase of property, except that in the case of real property the advertisement for bids shall be begun not less than 30 days before the date fixed for opening bids. (1971, c. 698, s. 1.)

§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)

§ 160A-270. Public auction.

(a) Real Property. – When it is proposed to sell real property at public auction, the council shall first adopt a resolution authorizing the sale, describing the property to be sold, specifying the date, time, place, and terms of sale, and stating that any offer or bid must be accepted and confirmed by the council before the sale will be effective. The resolution may, but need not, require the highest bidder at the sale to make a bid deposit in a specified amount. The council shall then publish a notice of the sale at least once and not less than 30 days before the sale. The notice shall contain a general description of the land sufficient to identify it, the terms of the sale, and a reference to the authorizing resolution. After bids have been received, the highest bid shall be reported to the council, and the council shall accept or reject it within 30 days thereafter. If the bid is rejected, the council may readvertise the property for sale.

(b) Personal Property. – When it is proposed to sell personal property at public auction, the council shall at a regular council meeting adopt a resolution or order authorizing an appropriate city official to dispose of the property at public auction. The resolution or order shall identify the property to be sold and set out the date, time, place, and terms of the sale. The resolution or order (or a notice summarizing its contents) shall be published at least once and not less than 10 days before the date of the auction.

(c) The council may conduct auctions of real or personal property electronically by authorizing the establishment of an electronic auction procedure or by authorizing the use of existing private or public electronic auction services. Notice of an electronic auction of property shall identify, in addition to the information required in subsections (a) and (b) of this section, the electronic address where information about the property to be sold can be found and the electronic address where electronic bids may be posted. Notice may be published in a newspaper having general circulation in the political subdivision or by electronic means, or both. A decision to publish notice solely by electronic means for a particular

auction or for all auctions under this subsection shall be approved by the governing board of the political subdivision. Except as provided in this subsection, all requirements of subsections (a) and (b) of this section apply to electronic auctions. (1971, c. 698, s. 1; 1973, c. 426, s. 43; 2001-328, s. 5; 2005-227, s. 4; 2006-264, s. 74.)

§ 160A-271. Exchange of property.

A city may exchange any real or personal property belonging to the city for other real or personal property by private negotiation if the city receives a full and fair consideration in exchange for its property. A city may also exchange facilities of a city-owned enterprise for like facilities located within or outside the corporate limits. Property shall be exchanged only pursuant to a resolution authorizing the exchange adopted at a regular meeting of the council upon 10 days' public notice. Notice shall be given by publication describing the properties to be exchanged, stating the value of the properties and other consideration changing hands, and announcing the council's intent to authorize the exchange at its next regular meeting. (1971, c. 698, s. 1; 1973, c. 426, s. 42.1.)

§ 160A-272. Lease or rental of property.

(a) Any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine, but not for longer than 10 years (except as otherwise provided herein) and only if the council determines that the property will not be needed by the city for the term of the lease. In determining the term of a proposed lease, periods that may be added to the original term by options to renew or extend shall be included. Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 10 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the council's intent to authorize the lease or rental at its next regular meeting.

(b) No public notice need be given for resolutions authorizing leases or rentals for terms of one year or less, and the council may delegate to the city manager or some other city administrative officer authority to lease or rent city property for terms of one year or less. Leases for terms of more than 10 years shall be treated as a sale of property and may be executed by following any of the procedures authorized for sale of real property.

(c) **(Effective until June 30, 2015)** The council may approve a lease for the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 20 years without treating the lease as a sale of property and without giving notice by publication of the intended lease. This subsection applies to Catawba, Mecklenburg, and Wake Counties, the Cities of Asheville, Raleigh, and Winston-Salem, and the Towns of Apex, Carrboro, Cary, Chapel Hill, Fuquay-Varina, Garner, Holly Springs, Knightdale, Morrisville, Rolesville, Wake Forest, Wendell, and Zebulon only.

(c) **(Effective June 30, 2015)** The council may approve a lease for the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 20 years without treating the lease as a sale of property and without giving notice by publication of the intended lease. This subsection applies to Catawba, Mecklenburg, and Wake Counties, the Cities of Raleigh and Winston-Salem, and the Towns of Apex, Cary, Fuquay-Varina, Garner, Holly Springs, Knightdale, Morrisville, Rolesville, Wake Forest, Wendell, and Zebulon only. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 26; 2009-149, ss. 2, 3; 2010-57, s. 2; 2010-63, s. 2(b); 2011-150, s. 1.)

§ 160A-272.1. Lease of utility or enterprise property.

Subject to G.S. 160A-321, a city-owned utility or public service enterprise, or part thereof, may be leased. (1979, 2nd Sess., c. 1247, s. 27.)

§ 160A-273. Grant of easements.

A city shall have authority to grant easements over, through, under, or across any city property or the right-of-way of any public street or alley that is not a part of the State highway system. Easements in a street or alley right-of-way shall not be granted if the easement would substantially impair or hinder

the use of the street or alley as a way of passage. A grant of air rights over a street right-of-way or other property owned by the city for the purpose of erecting a building or other permanent structure (other than utility wires or pipes) shall be treated as a sale of real property, except that a grant of air rights over a street right-of-way for the purpose of constructing a bridge or passageway between existing buildings on opposite sides of the street shall be treated as a grant of an easement. (1971, c. 698, s. 1.)

§ 160A-274. Sale, lease, exchange and joint use of governmental property.

(a) For the purposes of this section, "governmental unit" means a city, county, school administrative unit, sanitary district, fire district, the State, or any other public district, authority, department, agency, board, commission, or institution.

(b) Any governmental unit may, upon such terms and conditions as it deems wise, with or without consideration, exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property.

(c) Action under this section shall be taken by the governing body of the governmental unit. Action hereunder by any State agency, except the Department of Transportation, shall be taken only after approval by the Department of Administration. Action with regard to State property under the control of the Department of Transportation shall be taken by the Department of Transportation or its duly authorized delegate. Provided, any county board of education or board of education for any city administrative unit may, upon such terms and conditions as it deems wise, lease to another governmental unit for one dollar (\$1.00) per year any real property owned or held by the board which has been determined by the board to be unnecessary or undesirable for public school purposes. (1969, c. 806; 1971, c. 698, s. 1; 1973, c. 507, s. 5; 1975, c. 455; c. 664, s. 9; c. 879, s. 46; 1977, c. 464, s. 34; 2001-328, s. 6.)

§ 160A-275. Warranty deeds.

Any city, county, or other municipal corporation is authorized to execute and deliver deeds to any real property with full covenants of warranty, without regard to how the property was acquired, when, in the opinion of the governing body, it is in the best interest of the city, county, or other municipal corporation to convey by warranty deed. Members of the governing boards of counties, cities, and other municipal corporations are hereby relieved of any personal or individual liability by reason of the execution of warranty deeds to governmentally owned property unless they act in fraud, malice, or bad faith. (1945, c. 962; 1955, c. 935; 1969, cc. 48, 223, 332; c. 1003, s. 5; 1971, c. 698, s. 1.)

§ 160A-276. Sale of stocks, bonds, and other securities.

A city may sell through a broker without complying with the preceding sections of this Article shares of common and preferred stock, bonds, options, and warrants or other rights with respect to stocks and bonds, and other securities, when the stock, bond, or other right or security has an established market and is traded in the usual course of business on a national stock exchange or over-the-counter by reputable brokers and securities dealers. The city may pay the usual fees and taxes incident to such transactions. Nothing in this section authorizes a city to deal in its own bonds in any manner inconsistent with Chapter 159 of the General Statutes, nor to invest in any securities not authorized by G.S. 159-30. (1973, c. 426, s. 44.)

§ 160A-277. Sale of land to volunteer fire departments and rescue squads; procedure.

(a) A city, upon such terms and conditions as it deems wise, with or without monetary consideration may lease, sell or convey to a volunteer fire department or to a volunteer rescue squad any land or interest in land, for the purpose of constructing or expanding fire department or rescue squad facilities, if the volunteer fire department or volunteer rescue squad provides fire protection or rescue services to the city.

(b) Any lease, sale or conveyance under this section must be approved by the city council by resolution adopted at a regular meeting of the council upon 10 days' public notice. Notice shall be given by publication describing the property to be leased or sold, stating the value of the properties, the

proposed monetary consideration or lack thereof, and the council's intent to authorize the lease, sale or conveyance. (1979, c. 583.)

§ 160A-278. Lease of land for housing.

A city may lease land upon such terms and conditions as it deems wise to any person, firm or corporation who will use the land to construct housing for the benefit of persons of low income, or moderate income, or low and moderate income. Such a housing project may also provide housing to persons of other than low or moderate income, as long as at least twenty percent (20%) of the units in the project are set aside for the exclusive use of persons of low income. Despite the provisions of G.S. 160A-272, a lease authorized pursuant to this section may be made by private negotiation and may extend for longer than 10 years. Property may be leased under this section only pursuant to a resolution of the council authorizing the execution of the lease adopted at a regular council meeting upon 10 days' public notice. Notice shall be given by publication describing the property to be leased, stating the value of the property, stating the proposed consideration for the lease, and stating the council's intention to authorize the lease. (1987, c. 464, s. 9.)

§ 160A-279. Sale of property to entities carrying out a public purpose; procedure.

(a) Whenever a city or county is authorized to appropriate funds to any public or private entity which carries out a public purpose, the city or county may, in lieu of or in addition to the appropriation of funds, convey by private sale to such an entity any real or personal property which it owns; provided no property acquired by the exercise of eminent domain may be conveyed under this section; provided that no such conveyance may be made to a for-profit corporation. The city or county shall attach to any such conveyance covenants or conditions which assure that the property will be put to a public use by the recipient entity. The procedural provisions of G.S. 160A-267 shall apply. Provided, however, that a city or county may convey to any public or private entity, which is authorized to receive appropriations from a city or county, surplus automobiles without compensation or without the requirement that the automobiles be used for a public purpose. Provided, however, this conveyance is conditioned upon conveyance by the public or private entity to Work First participants selected by the county department of social services under the rules adopted by the local department of social services. In the discretion of the public or private entity to which the city or county conveys the surplus automobile, when that entity conveys the vehicle to a Work First participant it may arrange for an appropriate security interest in the vehicle, including a lien or lease, until such time as the Work First participant satisfactorily completes the requirements of the Work First program. This subsequent conveyance by the public or private entity to the Work First participant may be without compensation. The participant may be required to pay for license, tag, and/or title.

(b) Notwithstanding any other provision of law, this section applies only to cities and counties and not to any other entity which this Article otherwise applies to.

(c) Repealed by Session Laws 1993, c. 491, s. 1.

(d) This section does not limit the right of any entity to convey property by private sale when that right is conferred by another law, public, or local. (1987, c. 692, s. 1; 1993, c. 491, s. 1; 1998-195, s. 1.)

§ 160A-280. Donations of personal property to other governmental units.

(a) A city may donate to another governmental unit within the United States, a sister city, or a nonprofit organization incorporated by (i) the United States, (ii) the District of Columbia, or (iii) one of the United States, any personal property, including supplies, materials, and equipment, that the governing board deems to be surplus, obsolete, or unused. The governing board of the city shall post a public notice at least five days prior to the adoption of a resolution approving the donation. The resolution shall be adopted prior to making any donation of surplus, obsolete, or unused personal property. For purposes of this section a sister city is a city in a nation other than the United States that has entered into a formal, written agreement or memorandum of understanding with the donor city for the purposes of establishing a long term partnership to promote communication, understanding, and

goodwill between peoples and to develop mutually beneficial activities, programs, and ideas. The agreement or memorandum of understanding establishing the sister city relationship shall be signed by the mayors or chief elective officer of both the donor and recipient cities.

(b) For the purposes of this section, the term "governmental unit" shall have the same meaning as defined by G.S. 160A-274(a) and shall include North Carolina charter schools.

(c) The authority granted to a city under this section is in addition to any authority granted under any other provision of law. (2007-430, s. 1; 2009-141, ss. 1, 2, 3.)



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

FEBRUARY 5, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at February 19, 2018 Meeting

SUBJECT:

Planning and Development - Community Development Grant Request

BRIEF SUMMARY:

Community Development staff is requesting permission to apply for Weatherization, Heating and Air Repair and Replacement Program (HARRP), and Housing and Home Improvement (HHI) funds as part of the annual budget process. Additionally, staff is requesting to pursue grant opportunities that Duke Energy provides that do not require a match. Staff is recommending that the County not apply for HOME (HOME Investment Partnerships Program) funds this year again as the project team is still working to move the Prosperity Ridge Senior Rental Project forward. Additionally, no viable, qualified and full rehabilitation candidates have been vetted during this cycle to provide full housing rehabilitation services.

REQUESTED ACTION:

Motion to approve staff's recommendations for pursuing housing grants for FY19.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, AICP, Planning and Development Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**FEBRUARY 5, 2018
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at February 19, 2018 Meeting

SUBJECT:

Tax Administration - Advertisement of 2017 Delinquent Taxes

BRIEF SUMMARY:

NC General Statute 105-369 requires counties to report the amount of unpaid taxes for the current year, 2017, that are liens on real property, less bankruptcies and Property Tax Commission (PTC) appeals; and to set the advertisement date.

2017 REAL ESTATE	8,050,692.62
Less: Bankruptcies	45,017.17
PTC Appeals	1,332.81
Total (As of February 5, 2018)	8,004,342.64

Date of Advertisement of Tax Liens: March 25, 2018

REQUESTED ACTION:

Motion to approve the report for the 2017 outstanding delinquent taxes that have a lien on real property and to order the Tax Administrator (Interim) to advertise these liens on March 25, 2018.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

M. David Thrift, Interim Tax Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

[2017 Real Delinquent Totals](#)

PublicDataExtraction_Totals_2018020508383974.txt

NUMBEROFRECORDS

TOTALDUE

7311

8050692.62

YEAR ASSESSED	PRINCIPAL	DISCOUNT	GRAND TOTALS		REAL VALUE	PERSONAL VALUE	TOTAL
			INTEREST	BALANCE DUE			
2017	44,233.91	0.00	783.26	45,017.17	8,697,380.00	0.00	8,697,380.00
TOTALS	44,233.91	0.00	783.26	45,017.17	8,697,380.00	0.00	8,697,380.00

YEAR ASSESSED	PRINCIPAL	DISCOUNT	GRAND TOTALS		REAL VALUE	PERSONAL VALUE	TOTAL
			INTEREST	BALANCE DUE			
2017	1,280.65	0.00	52.16	1,332.81	442,120.00	0.00	442,120.00
TOTALS	1,280.65	0.00	52.16	1,332.81	442,120.00	0.00	442,120.00



CABARRUS COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING

FEBRUARY 19, 2018
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

PASTOR JOE DE JESUS
CONCORD FIRST ASSEMBLY

- A. APPROVAL OR CORRECTION OF MINUTES**
1. Approval or Correction of Meeting Minutes
- B. APPROVAL OF THE AGENDA**
- C. RECOGNITIONS AND PRESENTATIONS**
1. Emergency Medical Services - 2017 Service Award Recognitions
 2. Human Resources - Recognition of Carl Pless, Jr. on his Retirement from Cooperative Extension
- 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 - Budget Amendment for Purchase of Vietnam Veterans Park Property
2. County Manager - North Carolina Department of Transportation Final Bill for Raging Ridge Road Extension
3. Emergency Medical Services - Award of Surplus Ambulance to Concord High School Fire Emergency Medical Technicians (EMT) Academy
4. Emergency Medical Services - Award of Surplus Ambulance to Rowan-Cabarrus Community College
5. Emergency Medical Services - Telestroke Project
6. Finance - Cabarrus County Schools Agency Agreement - New Southwest Elementary School
7. Finance - Cabarrus County Schools - Southwest Elementary School Reimbursement Resolution
8. Finance - Acceptance of Construction Contract Proposal for the Rowan-Cabarrus Community College Advanced Technology Center
9. Finance - Rowan-Cabarrus Community College Advanced Technology Center Title Transfer
10. Finance - Rowan-Cabarrus Community College Agency Agreement Advanced Technology Center
11. Finance - Rowan-Cabarrus Community College - Advanced Technology Center Reimbursement Resolution
12. Finance - North Carolina Education Lottery Payment Applications for School Debt Service
13. Finance - Cabarrus County Schools - Collateral Substitution Resolution
14. Human Resources - Public Safety Salary Study Results
15. Planning and Development - Community Development Grant Request
16. Tax Administration - Advertisement of 2017 Delinquent Taxes
17. Tax Administration - January 2018 Refund and Release Reports

G. NEW BUSINESS

1. County Manager - Purchase of Property for Rowan-Cabarrus Community College - Public Hearing 6:30 p.m.
2. Infrastructure and Asset Management - Offer for Purchase of tax Foreclosure Property

H. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Appointments (Removal) - Human Services Advisory Board

2. Appointments (Removal) - Juvenile Crime Prevention Council
3. Appointments - Mental Health Advisory Board
4. Appointments - Library Board of Trustees

I. REPORTS

1. Board of Commissioners - Receive Updates From Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
2. County Manager - Monthly Building Activity Reports
3. County Manager - Monthly New Development Report
4. Economic Development Corporation - January 2018 Monthly Summary Report
5. Finance - Monthly Financial Update
6. FY18 Rural Operating Assistance Program (ROAP) Report
7. Request for Applications for County Boards/Committees

J. GENERAL COMMENTS BY BOARD MEMBERS

K. WATER & SEWER DISTRICT OF CABARRUS COUNTY

L. CLOSED SESSION

M. ADJOURN

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

Scheduled Meetings:

March 12	Work Session	4:00 p.m.	Multipurpose Room
March 19	Regular Meeting	6:30 p.m.	BOC Meeting Room
April 3	Work Session	4:00 p.m.	Multipurpose Room
April 16	Regular Meeting	6:30 p.m.	BOC Meeting Room

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

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

Cabarrus County Television Broadcast Schedule

Cabarrus County Board of Commissioners' Meetings

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

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

REVISED

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**FEBRUARY 5, 2018
4:00 P.M.**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation, Economic Development, Acquisition of Real Property and Personnel Matters

BRIEF SUMMARY:

A closed session is needed to discuss matters related to pending litigation, economic development, acquisition of real property and personnel matters as authorized by NCGS 143-318.11(a)(3), (4), (5) and (6).

REQUESTED ACTION:

Motion to go into closed session to discuss matters related to pending litigation, economic development, acquisition of real property and personnel matters as authorized by NCGS 143-318.11(a)(3), (4), (5) and (6).

EXPECTED LENGTH OF PRESENTATION:

1 Hour or More

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
FEBRUARY 5, 2018**

ADDITIONS:

Discussion Items for Action

- 4-19 Finance - Cabarrus County Schools – West Cabarrus High School Unsuitable Soils
Pg. 174**

Discussion Items for action at February 19, 2018 Meeting

- 4-20 Human Resources – Public Safety Salary Study Results Pg. 183**

REVISED:

Discussion Items for Action

- 4-14 Emergency Medical Services – Sale of Surplus Ambulance to American Transmed**
- Updated Advertisement
(Already included in the Agenda.)

Discussion Items for Action at February 19, 2018 Meeting

- 4-15 Emergency Medical Services – Telestroke Project**
- Updated coversheet and budget amendment
(Already included in the Agenda.)

- 4-18 Tax Administration – Advertisement of 2017 Delinquent Taxes
(Already included in the Agenda.)**

Closed Session

- 6-1 Closed Session – Pending Litigation, Economic Development, Acquisition of Real Property and Personnel Matters
(Already included in the Agenda.)**



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

FEBRUARY 5, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Cabarrus County Schools - West Cabarrus High School
Unsuitable Soils

BRIEF SUMMARY:

The Cabarrus County Board of Education is requesting \$600,000 in additional funds due to the discovery of unsuitable soils at the West Cabarrus High School property. A budget amendment is included to move \$414,250 from the West Cabarrus High School Capital Reserve Contingency and \$185,750 from the Mt. Pleasant Middle School Capital Reserve Contingency to fund the \$600,000 discovery of unsuitable soils. Corresponding Project Ordinances for the Capital Reserve Fund and Limited Obligation Bond 2017 Fund are included for your review.

REQUESTED ACTION:

Motion to suspend Rules of Procedures.

Motion to approve the \$600,000 budget amendment for the West Cabarrus High School and approve the related Project Ordinances.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- [West Cabarrus High School Budget Amendment](#)
 - [Fd 450 Capital Reserve Proj Ord](#)
 - [Fd 369 LOBS 2017 Proj Ord](#)
-

Budget Revision/Amendment Request

Date: 2/5/2018

Amount: 600,000.00

Dept. Head: Susan Fearrington

Department: Finance - LOBS 2017

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Purpose: This budget amendment records the use of \$414,250 from the West Cabarrus High School Contingency funds and \$185,750 from the Mt. Pleasant Middle School Contingency funds. Unsuitable soils were found on the West Cabarrus High School property that will require a \$600,000 increase in the construction contract.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
450	9	7344-9660	Contingency - West Cabarrus High School	414,250.00		414,250.00	0.00
450	9	7332-9660	Contingency - Mt. Pleasant Middle School	1,190,836.00		185,750.00	1,005,086.00
450	9	7220-9708	Cont to Capital Project Fund	59,559,959.10	600,000.00		60,159,959.10
							0.00
369	9	7344-9820	Construction - West Cabarrus High School	61,979,000.00	600,000.00		62,579,000.00
369	6	7344-6921	Cont from Capital Reserve Fund	3,407,692.00	600,000.00		4,007,692.00
							0.00
							0.00

Budget Officer

Approved
 Denied

County Manager

Approved
 Denied

Board of Commissioners

Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY CAPITAL RESERVE CAPITAL PROJECT BUDGET ORDINANCE

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

Section I.

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

Contributions from General Fund	\$79,684,286
Contributions from CVB	573,771
Contribution from Capital Projects Fund	338,309
Interest on Investments	415,142
TOTAL REVENUES	\$81,011,508

- D. The following appropriations are made as listed:

Mt. Pleasant Middle School	3,627,164
Royal Oaks Elementary	4,476,490
Kannapolis Middle School	5,018,148
Odell 3-5 Elementary School	19,755,175
Kannapolis Intermediate Renovation(Carver)	1,520,978
CBTC Campus Renovations, Safety, Security	184,075
CBTC A/C Unit Replacement Phase II	105,000
Concord Middle School Roof	884,359
Harrisburg Elementary School Roof	630,306
R. Brown McAllister School	30,000
RCCC – A/C Replacement	100,000
West Cabarrus High School	8,941,495
Performance Learning Center	590,709
RCCC – Advanced Technology Center	1,580,396
New CCS Elementary School	2,437,001
Community College Renovations	280,043
Cabarrus County Schools – Buses FY16	875,000
Cabarrus County Schools – Mobile Units FY16	1,110,000
Cabarrus County Schools yellow buses (10) FY17	880,000
Cabarrus County Schools mobile units (20) FY17	2,400,000
Kannapolis City Schools yellow buses (5)	441,739
School Contingency	1,581,389
IAM Facility and Warehouse	2,141,264
Downtown Parking Deck	1,070,000
Tax Collector’s Office Renovation	9,116
Frank Liske Park Overflow Parking Lot	24,908
Training & Firing Range Renovations	50,000
Public Safety Training Center	75,000

Carolina Thread Trail	50,000
FLP – Western Playground Restroom Facility	375,000
Arena Aisle Safety Lighting	185,000
Arena Marquee Replacement & Sign Enhancement	112,500
County Website Development	250,000
Renovations to 2325 Lake Concord Road	195,000
Courthouse Expansion	1,100,000
Arena Restroom Renovations	100,000
FLP Barn Restrooms	102,000
EMS Heart Monitors	550,111
EMS Relocation to Concord Fire #10	375,000
Government Center Bathroom ADA	205,000
Door Access & Security Cameras - Sheriff	70,000
ITS – Fiber Infrastructure Improvements	120,000
County Facility Projects	27,717
Robert Wallace Park	3,091,047
Park Projects/CVB	573,771
Other County Capital Projects	12,709,607

TOTAL EXPENDITURES **\$81,011,508**

GRAND TOTAL – REVENUES **\$81,011,508**

GRAND TOTAL – EXPENDITURES **\$81,011,508**

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 5th day of February 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY LIMITED OBLIGATION BONDS 2017 PROJECT BUDGET ORDINANCE

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

Section I.

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

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

General Fund Contribution	\$997,000
Capital Reserve Contribution	5,649,665
Capital Projects Fund	7,179,803
Debt Proceeds	79,194,879
TOTAL REVENUES	\$93,021,347

- C. The following appropriations are made as listed.

Parking Deck Downtown Concord	\$13,583,850
West Cabarrus High School	72,149,745
Performance Learning Center	4,000,000
Warehouse	2,141,264
Financing Costs	814,779
Other County Projects	331,709
TOTAL EXPENDITURES	\$93,021,347

GRAND TOTAL – REVENUES	\$93,021,347
GRAND TOTAL – EXPENDITURES	\$93,021,347

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.

2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.
12. The Manager, Finance Director, or designee may create debt financing amendments from estimated projections upon approval by the Board of Commissioners of the debt financing and adjust as needed upon closing.

Section III.

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

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

- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 5th day of February 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

FEBRUARY 5, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at February 19, 2018 Meeting

SUBJECT:

Human Resources - Public Safety Salary Study Results

BRIEF SUMMARY:

The Employers Association conducted a comprehensive salary study for Cabarrus County Public Safety positions in the Emergency Management, Emergency Medical Services and Sheriff's departments. The consultant will provide a brief presentation covering the methodology used in the study and recommendations for consideration by the Board. If approved, these items will be included in the County Budget for adoption in June.

REQUESTED ACTION:

Approve recommended salary study items.

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Lundee Covington, Human Resources Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

Recommendation | 3.3% for Job Grade Changes + Below Range to Minimum

	# of Staff	Current Salary w COLA	Proposed Salary (inc'l 3.3% only)	Difference to Current Salary	% Increase	Proposed Salary (inc'l 3.3% and adj. to minimum)	Difference to Current Salary	% Increase
Totals	450	\$ 19,920,187.07	\$ 20,357,867.80	\$ 437,680.73	2.20%	\$ 20,376,133.36	\$ 455,946.29	2.29%
Employee Below Min	30	\$ 1,081,473.38	\$ 1,113,006.74	\$ 31,533.36	2.92%	\$ 1,131,272.30	\$ 49,798.92	4.60%
Employee Within Range	417	\$ 18,661,603.29	\$ 19,061,906.01	\$ 400,302.72	2.15%	\$ 19,061,906.01	\$ 400,302.72	2.15%
Employee Above Max	3	\$ 177,110.40	\$ 182,955.05	\$ 5,844.64	3.30%	\$ 182,955.05	\$ 5,844.64	3.30%

Cost of 3.3% Adjustment	Cost of Below Range to Minimum
\$ 437,680.73	\$ 18,265.56

Above Range cost includes (3) Deputy Sheriff's eligible for 3.3% increase

PROPOSED RECLASSIFICATIONS - PAY GRADE CHANGES								
Current				New				
Classification Title	Grade	Minimum	Maximum	Classification Retitle/Notes	Number of Employees	Grade	Minimum	Maximum
EMERGENCY MEDICAL SERVICES								
EMS Assistant Director	22	55,099.20	85,862.40		1	24	62,064.10	96,819.99
EMS Director	28	73,840.00	115,107.20		1	30	83,171.82	129,748.05
Master Paramedic	16	41,121.60	64,084.80	Community Paramedic-Title Change for 2 employees				
EMERGENCY MANAGEMENT								
Emergency Management Director	27	70,304.00	109,595.20		1	29	79,211.26	123,569.57
Fire Marshal	20	49,961.60	77,854.40		1	21	52,478.40	81,827.20
SHERIFF								
Civilian Telecommunicator (Non-Certified)	11			Delete Position	1	12		
Jail Detention Officer (Non-DOC)	11			Delete Position	21	13		
Deputy Sheriff (Non-BLET)	12			Delete Position	0	14		
Jail Detention Officer - 12 Hour	12 HR 12	35,484.80	55,348.80		66	13 HR 12	38,067.12	59,382.96 Based on 2184 Annual Hours
Deputy Sheriff	13	35,484.80	55,348.80		33	14	38,029.53	59,326.07
Deputy Sheriff/Bailiff - Part Time	13	35,484.80	55,348.80		1	14	38,029.53	59,326.07
Deputy Sheriff - 12 Hour	13 HR 12	37,259.04	58,116.24		59	14 HR 12	39,923.52	62,287.68 Based on 2184 Annual Hours
Senior Deputy Sheriff	14	37,294.40	58,136.00		16	15	39,969.04	62,351.70
Senior Deputy Sheriff - 12 Hour	14 HR 12	39,159.12	61,042.80		11	15 HR 12	41,976.48	65,476.32 Based on 2184 Annual Hours
Detective	17	43,170.66	67,356.90		7	18	46,269.00	72,180.00
Crime Scene Officer	17	43,170.66	67,356.90		2	18	46,269.00	72,180.00
Sergeant (Non Sworn)	17	43,170.66	67,356.90		3	18	46,269.00	72,180.00
Sergeant (Non Sworn) - 12 Hour	17	43,170.66	67,356.90		3	18 HR 12	47,589.36	74,190.48
Digital Evidence Technician	18	45,326.97	70,558.02		1	19	48,583.00	75,789.00
Sergeant (Sworn)	18	45,323.20	70,657.60		18	19	48,583.00	75,789.00
Sergeant (Sworn) - 12 Hour	18 HR 12	47,589.36	74,190.48		13	19 HR 12	51,018.24	79,584.96 Based on 2184 Annual Hours
Lieutenant	20	49,961.60	77,854.40		11	21	53,613.35	83,836.82
Lieutenant - 12 Hour	20 HR 12	52,478.40	81,747.12		4	21 HR 12	56,259.84	87,818.64 Based on 2184 Annual Hours
Captain	22	55,099.20	85,862.40		3	24	62,064.10	96,819.99
Chief Deputy	28	73,840.00	115,107.20		1	30	83,171.82	129,748.05
Sheriff	31	85,467.20	133,182.40		1	32	91,696.94	143,047.22
Total:					279			

Market Pricing Analysis: Cabarrus County Government



Introductions | The Employers Association

- Business association
- Started in 1958
- Over 930 member companies – all sizes & wide variety of industries: manufacturing, construction, distribution, health care, retail, services, non-profits, etc.
- Part of the Employers Associations of America (EAA): one of more than 40 sister associations around the nation

Agenda

- 2017-18 Salary Study
 - Methodology
 - Key Findings
 - Next Step Recommendations
 - Cost Implications
- Additional Items
 - Education Incentive Payout
 - Lump Sum Payouts | Maximum of Range
 - Public Safety Focus Group Sessions

Market Pricing Methodology

- **41** jobs surveyed
- Salary data represents **Greater Charlotte Region** and **Executive/Legislative Offices Industry**
- Survey Sources used include |
 - **The Employers Association** – NC Wage and Salary Survey provides local and regional data for more than 400 jobs
 - **Economic Research Institute (ERI)** – National salary source with local, regional, and national data breakouts
 - **Non-Profit Times** – National survey representing the non-profit industry with local, regional, and data breakouts
 - **Cabarrus County Salary Study** – Customized salary survey showcasing results from 20 organizations in and around Cabarrus County.

Key Findings – Salary Study

(2) Market Pricing Studies were conducted

- Cabarrus County Salary Survey
 - Based on the data gathered, Cabarrus County falls in the **95th percentile** compared to the average salaries reported for all jobs.
- External Market Pricing Study
 - Cabarrus County Government average salaries fall in the **88th percentile** of the market average for all jobs surveyed.

Next Step Recommendations

- Effective in July 2018
 - Adjust Salary Structure by 2%
 - No addt'l cost | Built into COLA
 - Adjust grade assignment for applicable jobs
 - Provide a 3.3% increase to incumbents in jobs moving grades
 - Total cost of **\$437,680.73**
 - Bring incumbent's who are 'below range' up to the range minimum
 - Total cost of **\$18,265.56**
- **Percent increase to current payroll – 2.29%**

Additional Items

- Education Incentive Payouts
- Lump Sum Payouts to Employees at Maximum of Range
- Future recommendations may come from Focus Group Sessions with Public Safety

Questions?

CONTACT US:

3020 W. Arrowood Road

Charlotte, NC 28273

P | (704) 522-8011

E | Soberg@employersassoc.com

www.employersassoc.com



Trusted HR Advice, Tools & Training