



## CABARRUS COUNTY BOARD OF COMMISSIONERS

**WORK SESSION  
MARCH 12, 2018  
4:00 P.M.**

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### **1. CALL TO ORDER - CHAIRMAN**

### **2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN**

2.1 Including Changes to the Agenda Pg. 197

### **3. DISCUSSION ITEMS - NO ACTION**

3.1 Infrastructure and Asset Management - Courthouse Recording Devices Ban Pg. 3

3.2 Infrastructure and Asset Management - Parking Deck Update Pg. 8

### **4. DISCUSSION ITEMS FOR ACTION AT MARCH 19, 2018 MEETING**

4.1 Finance - Kannapolis Middle School's Edison Foard Construction Change Order #7 Pg. 9

4.2 Rowan-Cabarrus Community College - Purchase of Property from Crown Court, LLC  
Pg. 13

4.3 Cabarrus County Youth Commission - Approval of Revised Bylaws Pg. 31

4.4 Infrastructure and Asset Management - Eagle Scout Project Proposal Pg. 39

4.5 Board of Commissioners - Resolution Amending the Board of Commissioners' 2018  
Meeting Schedule Pg. 42

4.6 County Manager - Approval of Settlement, Release and Purchase Agreement Pg. 45

4.7 County Manager - Communications Marketing Activity Contracts Pg. 49

4.8 County Manager - Mount Pleasant Middle School Sale Offer Review Pg. 52

4.9 County Manager - Reduce Charter School Funding Based on Second Month Count Pg. 61

4.10 County Manager - Resolution Supporting Legal Action Regarding the Opioid Crisis Pg. 69

4.11 Emergency Management - Adoption of Ordinance Amending Chapter 34, Fire Prevention  
and Protection of the Cabarrus County Code of Ordinance - Public Hearing 6:30 p.m.  
Pg. 74

4.12 Finance - Capital Lease for Emergency Management Services (EMS) Power Stretchers  
Pg. 91

4.13 Finance - 2018 Limited Obligation Bonds (LOBS) Budget Amendment and Project  
Ordinance Update Pg. 95

4.14 Finance - Resolution Relating to Installment Financing Contract Financings for Various  
School Projects - Public Hearing 6:30 p.m. Pg. 101

4.15 Finance - Workers' Compensation Fund Budget Amendment Pg. 111

- 4.16 Infrastructure and Asset Management - Discussion of Construction Manager at Risk for the Courthouse Project Pg. 114
- 4.17 Infrastructure and Asset Management - Discussion of Mini Brooks Act Exemption Pg. 143
- 4.18 Infrastructure and Asset Management - New Courthouse Project Design Contract Pg. 147
- 4.19 Infrastructure and Asset Management - Offer for Purchase of tax Foreclosure Property Pg. 165
- 4.20 Infrastructure and Asset Management - Rob Wallace Park Proposed Master Plan Update Pg. 180
- 4.21 Human Resources - Health Insurance Renewal Pg. 184
- 4.22 Sheriff's Office - Animal Shelter Fee Change Pg. 190

## **5. APPROVAL OF REGULAR MEETING AGENDA Pg. 192**

## **6. CLOSED SESSION**

- 6.1 Closed Session - Pending Litigation and Economic Development Pg. 196

## **7. ADJOURN**



**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**WORK SESSION**

**MARCH 12, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Infrastructure and Asset Management - Courthouse Recording Devices Ban

**BRIEF SUMMARY:**

Senior Resident Superior Court Judge Martin B. McGee and Chief District Court Judge William G. Hamby, Jr. will present a proposal for the administrative order for prohibiting cell phones, computers, electronic tables, cameras or other electronic devices capable of recording or transmitting sound or images in the Cabarrus County Courthouse. This proposed administrative order places responsibility for implementation on Cabarrus County staff. Staff would like input on the liability and policy aspects of this proposed administrative order.

**REQUESTED ACTION:**

Direct staff.

**EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

**SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations  
Martin B. McGee, Senior Resident Superior Court Judge  
William G. Hamby, Jr., Chief District Court Judge

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**ATTACHMENTS**

- [DRAFT Administrative Order](#)
-

NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

CABARRUS COUNTY

SUPERIOR AND DISTRICT  
COURT DIVISIONS

IN RE:

CELL PHONES AND OTHER  
ELECTRONIC DEVICES  
IN COURTHOUSE

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)  
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ADMINISTRATIVE ORDER

The undersigned Senior Resident Superior Court Judge and Chief District Court Judge for Judicial District 19A enter this administrative order regarding cell phones and other electronic devices in the Cabarrus County Courthouse.

IT IS ORDERED that:

1. Except as otherwise authorized, all cell phones, computers, electronic tablets, cameras, or other electronic devices capable of recording or transmitting sound or images are prohibited in the Cabarrus County Courthouse.
2. This prohibition does not apply to authorized persons. Authorized persons included courthouse staff, licensed North Carolina attorneys, law enforcement officers, county staff entering the building on county business, and AOC staff. Authorized persons also include any person who has been provided an access card to the Cabarrus County Courthouse.
3. Any pro se litigant or party to a case may seek authorization of the presiding judge to bring a restricted electronic device into the courtroom if necessary for court business. The elected clerk may authorize the same for matters appearing before him or his staff. If authorization is given, than courthouse security shall permit such persons to bring the approved device into the courthouse.
4. Cabarrus County is providing a limited number of lockers in the lobby of the courthouse where these electronic devices may be stored at the owner's/ possessor's own risk.
5. The use of television, motion picture, video, recorder, audio recorder or still photography cameras or microphones in any hearing or trial is prohibited unless specifically authorized by the judge presiding in said court. The presiding judge's authority is limited by Rule 15 of the Superior and District Court Rules.
6. Violation of any provision of this order may be punished by sanctions, which may include contempt to the extent permitted by law.

7. This order shall become effective on March 1, 2018.

This the \_\_\_\_ day of January 2018.

Draft

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Martin B. McGee  
Senior Resident Superior Court Judge

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William G. Hamby, Jr.  
Chief District Court Judge

MEMORANDUM

TO: Sheriff D. Brad Riley, David Allred, District Court Judges, Bill Baggs, Roxann Vaneekhoven, Darrin Gamradt and Andy Clement

FROM: Martin B. McGee, Senior Resident Superior Court Judge

DATE: January 25, 2018

RE: Cell Phones & Electronic Devices in Courthouse

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Please see the draft Administrative Order regarding Cell Phones & Electronic Devices in the Courthouse.

As you probably know, the County is providing lockers in the lobby of the courthouse where the general public can store their electronic devices before passing through security. Authorized persons, as defined by the Administrative Order, are excluded from this prohibition. Certain persons- pro se litigants and parties- can seek permission of the presiding judge to bring in electronics into the courthouse/courtroom.

Please review and let me know if you have any proposed changes by the end of next week.

Thank you.



**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**WORK SESSION**

**MARCH 12, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Infrastructure and Asset Management - Parking Deck Update

**BRIEF SUMMARY:**

Staff will provide an update on the parking deck project currently in construction.

**REQUESTED ACTION:**

No action required.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**MARCH 12, 2018  
4:00 P.M.**

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### **AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

### **SUBJECT:**

Finance - Kannapolis Middle School's Edison Foard Construction Change Order #7

### **BRIEF SUMMARY:**

Kannapolis City Schools has requested that Cabarrus County fund Change Order #7 in the amount of \$424,466 for the Kannapolis Middle School Construction Project. Edison Foard is the contractor. The two largest items included in the change order are unsuitable soils (\$137,343) and theatrical lighting items (\$125,404). The project fund has \$346,266 of sales tax resources and would need an additional \$78,200 of Commissioners' Contingency to fund this request.

### **REQUESTED ACTION:**

Motion to approve the \$424,466 Edison Foard change order #7 and authorize the Finance Director to prepare the appropriate budget amendment and project ordinance through the use of Kannapolis Middle School contra sales tax and Board Contingency Funds.

### **EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

### **SUBMITTED BY:**

Susan Fearrington, Finance Director  
Will Crabtree, Kannapolis City Schools

### **BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**BUDGET AMENDMENT:**

**ATTACHMENTS**

- [KMS Change Order #7](#)
-

**Kannapolis New Middle School**

**Change Order Number: 07**

**Project # 550128**

**To Contractor:**

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

**Change Order Date:** 01/31/2018

**Date:**

**Contract Date:** 03/09/2016

**The Contract is hereby revised by the following items:**

<u>PCO</u>	<u>Description</u>	<u>Days</u>	<u>Amount</u>
024.1	NCDOT Bond for improvements to oakwood	0	\$5,280.00
029.2	Unsuitable soils over allowance - 28% PCO 29	0	\$137,343.00
031	Rip rap @ ditch west side property	0	\$13,713.00
032	Advance ROW survey per Moseley request	0	\$2,814.00
033	RFI 213 - roof drainage @ main entrance	0	\$7,043.00
035	Stained "K" in lobby concrete	0	\$1,890.00
037	Added wall and cabinets - RFI 210	0	\$7,695.00
038	Added outlets and fixtures - FC 026	0	\$12,183.00
039	Added cabinets - RFI 212	0	\$6,857.00
040	Move cooler freezer condenser units	0	\$2,168.00
042	FS / Arch discrepancy - RFI 227	0	\$7,260.00
043	Add gym floor graphics	0	\$11,569.00
045	Roof Drains @ Main Entrance - RFI 232	0	\$3,557.00
046	Gable roof at main entry and canopy - RFI 222	0	\$1,928.00
047	Additional electrical for chiller - RFI 233	0	\$1,399.00
048	Theatrical lighting items	*60	\$125,404.00
051	Revise coiling grill motors	0	\$5,384.00
052	Tie in roof canopy drains to site drain system	0	\$1,441.00
053	Elevator machine room door to 90 min	0	\$1,496.00
054	Rainwater cistern drain	0	\$5,853.00
056	Add washer dryer circuits	0	\$2,902.00
057	Fire lane stripping	0	\$13,432.00
058	Add full depth asphalt to Verginia Dare intersection	0	\$17,127.00
059	Add PRV valve	0	\$5,230.00
060	Fire Marshall items	0	\$1,136.00
061	loading dock sidewalk railing	0	\$4,568.00
062	Change floor finish from VCT to polished conc in nurse area	0	\$1,618.00
063	Add gas line by plumber	0	\$874.00
064	Revise floor box type	0	\$4,589.00
065	Revise fixtures per RFI 260	0	\$1,126.00
066	Add support for mat mover	0	\$5,071.00
067	Added work for building inspector	0	\$4,516.00
<b>Total for this Change Order:</b>		<b>60 Days</b>	<b>\$424,466.00</b>

\* Since the work has yet to begin, Edison Foard reserves their rights to make a claim for additional time in accordance with Edison Foard letter dated 11/14/17.

**Kannapolis New Middle School**

**Change Order Number: 07**

**Project # 550128**

The original Contract Sum was.....	\$35,322,900.00
Sum of changes by prior Change Orders.....	\$1,148,228.00
The Contract Sum prior to this Change Order was.....	\$36,471,128.00
The Contract Sum will be changed by this Change Order in the amount of.....	\$424,466.00
<b>The new Contract Sum including this Change Order will be.....</b>	<b>\$36,895,594.00</b>
The Contract duration will be changed by.....	60 Days
The revised Substantial Completion date as of this Change Order is.....	12/4/2017

**ARCHITECT**

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

**CONTRACTOR**

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

**OWNER**

Kannapolis City Schools  
100 Denver St  
Kannapolis, NC 28083

SIGNATURE



SIGNATURE



SIGNATURE

DATE

2/7/18

DATE

2/8/18

DATE



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**MARCH 12, 2018  
4:00 P.M.**

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### **AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

### **SUBJECT:**

Rowan-Cabarrus Community College - Purchase of Property from Crown Court, LLC

### **BRIEF SUMMARY:**

The Trustees of Rowan Cabarrus Community College (RCCC) are requesting the County to fund the purchase of three tract of land located off Trinity Church Road (pin # 5601-67-4965-0000 (track 1 and 2 - 4.470 acres) and 5601-68-6327-0000 (track 3 - 11.970 acres) for future expansion of the south campus in Cabarrus County. See attached memo for more details.

### **REQUESTED ACTION:**

Motion to authorize RCCC to contract for the purchase of the land with the County funding of \$2,700,000, accept \$1,000,000 from the State Bond Proceeds to use towards the ATC construction project, and approve budget revision and project ordinance. RCCC will be responsible for all additional cost incurred to complete the land transaction from their finances.

### **EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

### **SUBMITTED BY:**

Carol Spaulding, President of RCCC

### **BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**BUDGET AMENDMENT:**

**ATTACHMENTS**

- [Memo From County Managers Office](#)
  - [Crown Court LLC](#)
  - [Budget Amendment](#)
  - [Fd 370 - LOBS 2018 Project Ordinance 3.19.18 B](#)
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## Office of the County Manager

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March 19, 2018

To: Board of Commissioner

From: Pamela S Dubois, Senior Deputy County Manager

Subject: Purchase of Land from Crown Court, LLC

Rowan Cabarrus Community College has requested the county to fund \$2,700,000 for the purchase of three tracts of land off Trinity Church Road. A detail description of the properties is included in the Real estate purchase and sales agreement, page 10 and 11. In exchange for the purchase of this land, RCCC has offered to transfer \$1,000,000 of state bond money to be applied towards the construction of the Advanced Technology Center in Kannapolis.

The County would need to fund \$135,000 of earnest money in advance of the purchase once the agreement is signed (within two days of signature). The county proposed to get these funds from board contingency.

The purchasing transaction would be between RCCC and Crown Court, LLC. RCCC would be responsible for any additional cost related to the transaction above the \$2,700,000 provided by the County.

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into effective as of \_\_\_\_\_, 2018 (the "Effective Date"), being the date of full execution and delivery of this Agreement by the parties hereto, by and between **CROWN COURT, LLC**, a North Carolina limited liability company (the "**Seller**"), and **THE TRUSTEES OF ROWAN-CABARRUS COMMUNITY COLLEGE**, a body corporate under Section 115D-14 of the North Carolina General Statutes (the "**Purchaser**").

W I T N E S S E T H:

**WHEREAS**, Seller is the owner of those certain tracts of land located in Cabarrus County, North Carolina, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, and the improvements located thereon (the "**Property**"); and

**WHEREAS**, Purchaser desires to purchase the Property from Seller, and Seller desires to sell the Property to Purchaser, on the terms and conditions set forth hereinafter; and

**WHEREAS**, Seller desires to make a charitable contribution to the Purchaser in the form of a reduction of the purchase price as further set forth hereinafter.

**NOW THEREFORE**, in consideration of the Earnest Money Deposit (as defined below) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **SALE OF THE PROPERTY**. Seller agrees to grant, bargain, sell, and convey the Property to Purchaser, and Purchaser agrees to purchase and accept the Property from Seller, for the price and on the terms and conditions set forth herein.

2. **PURCHASE PRICE; PAYMENT OF PURCHASE PRICE**.

(a) **Purchase Price**. The total purchase price for the Property is Three Million One Hundred Ninety-Three Thousand Three Hundred Eighty and No/100 Dollars (\$3,193,380.00) (the "**Purchase Price**"), subject to the charitable contribution by Seller and the prorations and other credits provided for in this Agreement.

(b) **Payment of Purchase Price**. The Purchase Price shall be paid in the following manner:

(i) Seller hereby agrees to reduce the Purchase Price by the amount of Four Hundred Ninety-Three Thousand Three Hundred Eighty and No/100 Dollars (\$493,380.00) as a charitable contribution to the Purchaser in furtherance of Purchaser's general educational purposes.

(ii) Purchaser shall deliver to \_\_\_\_\_ [Insert Purchaser's title insurance company] (the "**Escrow Agent**") an earnest money deposit in the amount of One Hundred Thirty-Five Thousand Nine Hundred Ninety and No/100 Dollars (\$135,000.00) (the "**Earnest Money Deposit**"), which shall be payable by certified check or wire transfer of immediately available funds within two (2) business days after the full execution and delivery of this Agreement. In the event that Purchaser fails to timely deliver the Earnest Money Deposit to the Escrow Agent as required hereunder, Seller shall have the right to terminate this Agreement upon written notice to



Purchaser. The Earnest Money Deposit shall be deposited by Escrow Agent in an account at a federally insured depository institution until such time as the Earnest Money Deposit is disbursed by Escrow Agent pursuant to the terms hereof, and any interest thereon shall become part of the Earnest Money Deposit. The Earnest Money Deposit shall be non-refundable to Purchaser except in the event of (i) any permitted termination by Purchaser as set forth in this Agreement or (ii) the non-occurrence of any of the conditions to Closing as set forth in Section 6 of this Agreement. Unless grossly negligent, Escrow Agent shall have no liability hereunder for any act or omission which it takes or fails to take in good faith. In the event of a dispute between Purchaser and Seller as to the disposition of the Earnest Money Deposit, Escrow Agent shall promptly upon receiving conflicting demands thereto from Purchaser and Seller, deposit the Earnest Money Deposit with any court of competent jurisdiction. Any escrow fees owed to the Escrow Agent shall be paid by Purchaser at Closing or upon any earlier termination of this Agreement.

(iii) On the Closing Date (as hereinafter defined), and subject to the terms of this Agreement, Purchaser shall pay to Seller the Purchase Price by certified check or a wire transfer of immediately available funds as directed by Seller. The Earnest Money Deposit shall be applied to the Purchase Price at Closing.

### 3. **INSPECTION PERIOD; TERMINATION.**

(a) **Inspection Period.** For a period commencing on the Effective Date and expiring at 5:00 p.m. Eastern on the date that is forty-five (45) days after the Effective Date (the “**Inspection Period**”), Purchaser shall have the right (upon prior notice to and coordination with Seller) to enter upon the Property and to perform such non-intrusive inspections, studies and tests thereon as Purchaser may deem reasonably appropriate. Upon Seller’s request, prior to any entry onto the property by any contractor or other party performing inspections, studies and tests on behalf of Purchaser, Purchaser shall furnish to Seller a certificate from an insurance company licensed to do business in the State of North Carolina certifying that such contractor or other party has a valid and existing commercial general liability insurance policy from said insurance company in an amount of not less than \$1,000,000.00 per occurrence, naming Seller as an additional insured. No such inspections, studies and tests by Purchaser shall interfere with Seller’s use of the Property. Purchaser shall comply with all applicable laws, regulations and other requirements with respect to any such inspections, studies and tests. Purchaser acknowledges that it shall assume all risks involved in entering upon the Property for the performance of such inspections, studies and tests and shall indemnify, defend and hold Seller harmless from and against all losses, liabilities, costs, claims, demands, damages, actions, causes of action, suits and expenses (including reasonable attorneys’ fees) arising out of, related to or caused by such activities. Furthermore, in the event that this Agreement is terminated for any reason whatsoever, Purchaser shall, at its sole cost and expense, repair any damage to the Property caused by Purchaser’s activities on the Property, and shall return the Property to the condition it was in prior to Purchaser’s activities on the Property.

(b) **Termination Notice.** Should Purchaser determine for any reason during the Inspection Period that Purchaser does not desire to purchase the Property, then Purchaser may terminate this Agreement by, prior to the expiration of the Inspection Period, delivering written notice to Seller of Purchaser’s desire to terminate this Agreement, together with any and all inspection reports obtained by Purchaser during the Inspection Period, in which case (i) this Agreement shall thereupon become null, void and of no further effect, (ii) the parties shall be relieved of all obligations hereunder (except for those duties and obligations that expressly survive the termination of this Agreement), and (iii) the Earnest Money Deposit shall be disbursed to Purchaser. Should Purchaser not timely terminate this Agreement in accordance with the foregoing, then this Agreement shall continue in full force and effect, and Purchaser shall be deemed to have waived its right to terminate this Agreement for any reason related to Purchaser’s inspections, studies and tests performed pursuant to this Section 3.

(c) Survival. All of Purchaser's duties and obligations under this Section 3 shall survive the Closing or the termination of this Agreement.

4. SURVEY AND TITLE. During the Inspection Period, Purchaser shall have the right to obtain a survey of the Property and conduct a title examination of the Property. Purchaser shall have until the expiration of the Inspection Period to approve the survey and title exceptions or to notify Seller in writing of its objections thereto, if any, together with a copy of the survey, title commitment or other supporting documentation (the "**Objections**"). Purchaser's failure to timely provide Objections to Seller shall be deemed a waiver of Purchaser's right to object to any matters related to survey or title. If Purchaser raises any Objections, then Seller may, but shall have no obligation, to cure and remove such Objections on or before the Closing Date at Seller's expense. If Seller notifies Purchaser ("**Seller's Notification**") that Seller is unwilling or unable to cure the Objections on or before the Closing Date, or if Seller fails to cure any Objections on or before the Closing Date, then Purchaser shall have as its sole and exclusive remedy, the option to (i) terminate this Agreement by providing Seller with written notice of its intent to do so no later than five (5) days after the earlier of Purchaser's receipt of Seller's Notification or the Closing Date (failure to timely provide such notice to Seller shall be deemed a waiver of Purchaser's right to terminate under this Section 4), or (ii) waive such defects and proceed to close the transactions contemplated herein, accepting the Property as it then is and without setoff or reduction in the Purchase Price. In the event Purchaser shall timely elect to terminate because of an uncured Objection, then Escrow Agent shall disburse the Earnest Money Deposit to Purchaser, and the parties hereto shall be relieved of all rights and obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement.

5. CLOSING. Purchaser and Seller agree that the Closing shall occur as follows:

(a) Place and Date of Closing. The consummation of the transactions contemplated under this Agreement (the "**Closing**") shall occur on or before the date that is fifteen (15) days after the expiration of the Inspection Period, TIME BEING OF THE ESSENCE with respect thereto. On or before the actual date of the Closing (the "**Closing Date**"), each party shall forward to \_\_\_\_\_ [Insert Purchaser's title insurance company or attorney] (the "**Settlement Agent**"), in escrow, any and all executed documents, funds and other items required to be delivered by such party hereunder so that the Closing may be consummated without requiring the parties to be physically present.

(b) Seller's Instruments. At the Closing, Seller shall deliver or cause to be delivered to Purchaser the following items (collectively, "**Seller's Instruments**"):

(i) A special warranty deed executed by Seller conveying the Property to Purchaser (the "**Deed**"), subject to (A) ad valorem real property taxes and assessments for the year of Closing and for subsequent years, (B) all easements, covenants, conditions, restrictions and other matters of record, (C) all matters which would be disclosed by a recent and accurate survey of the Property and (D) state and local zoning, subdivision and other laws and ordinances, including, without limitation, any violations thereof. The Deed shall convey the Property by the legal description of the Property as set forth on Exhibit A.

(ii) A non-foreign status affidavit executed by Seller.

(iii) A closing statement executed by Seller setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Purchaser and Seller (the "**Closing Statement**").

Form. (iv) A certificate containing the information necessary to complete a 1099-S

(v) A lien affidavit reasonably acceptable to Purchaser's title insurance company.

(c) Purchaser's Instruments. At the Closing, Purchaser shall deliver or cause to be delivered to Seller the following items (collectively, the "**Purchaser's Instruments**"):

(i) The Purchase Price, by certified check or wire transfer of immediately available funds.

(ii) The Closing Statement executed by Purchaser.

6. **CONDITIONS TO CLOSING**. Purchaser's obligation to close the transactions contemplated in this Agreement is subject to and contingent upon the satisfaction of the following conditions:

(a) No material adverse change in title to the Property shall have occurred after the expiration of the Inspection Period (which change is not the result or fault of Purchaser or any of its agents, employees, subcontractors or invitees) without Purchaser's consent.

(b) Subject to Section 9(b) hereof, no material adverse change in the physical condition of the Property shall have occurred after the end of the Inspection Period (which change is not the result or fault of Purchaser or any of its agents, employees, contractors, subcontractors or invitees).

In the event that the transactions contemplated herein close, Purchaser hereby expressly agrees that any of the conditions set forth in this Section 6 shall be deemed waived by Purchaser.

7. **CLOSING COSTS**. Seller shall pay the following: (a) the cost of preparation of the Deed and the other documents to be delivered by Seller, (b) any excise tax owed in connection with the transfer of title, and (c) its proportionate share of the expenses to be prorated as set forth in this Agreement. Purchaser shall pay the following: (a) the cost of preparation of the documents to be delivered by Purchaser, (b) the costs of obtaining any survey, title insurance commitment and policy, environmental audit and other due diligence reports, (c) the costs of any financing obtained by Purchaser, including without limitation any deed of trust recording fee, and (d) its proportionate share of the expenses to be prorated as set forth in this Agreement. Except as otherwise provided herein, each party hereto agrees to bear its own expenses, including but not limited to, attorneys' and advisors' fees.

8. **ADJUSTMENTS AND PRORATIONS**.

(a) Ad Valorem Taxes. Ad valorem taxes relating to the Property shall be prorated as of the Closing Date on a calendar year basis. If ad valorem taxes for the Property for the year of Closing may be paid at Closing, the same shall be paid at Closing. If ad valorem taxes for the year of Closing have not been established as of the Closing Date, (i) Seller and Purchaser agree to prorate ad valorem taxes based upon the most recent tax value and tax rate, and a readjustment of such proration shall be promptly made upon the request by either party to the other no later than sixty (60) days after the actual amount of ad valorem taxes becomes available, and (ii) Purchaser shall pay said ad valorem taxes for the Property for the year of Closing before said taxes become delinquent; such obligation of Purchaser shall survive the Closing. Purchaser acknowledges and agrees that any "rollback" or similar taxes imposed because of a change in use or ownership of the Property shall be the sole and exclusive responsibility of Purchaser, and

that Seller shall have no obligation in connection therewith, and this agreement of Purchaser shall survive the Closing. Purchaser shall indemnify, defend and hold Seller harmless of and from any and all liabilities, claims, demands and expenses, of any kind or nature arising out of or with respect to Purchaser's failure to timely pay any taxes in accordance with the provisions of this Section 8(a), and such obligation of Purchaser shall survive the Closing.

(b) Other Expenses. Any charges expenses relating to the Property, other than taxes as described in the foregoing provisions of this Section 8, shall be prorated as of the Closing Date in the manner customary under the laws of the state in which the Property is located and paid at Closing (if possible) if not previously paid. To the extent that the actual amounts of such charges and expenses are unavailable as of the Closing Date, the Closing Statement shall be prepared based upon estimated amounts, and a readjustment of these items shall be promptly made upon the request by either party to the other no later than sixty (60) days after the actual amounts of such charges and expenses become available. Seller shall not assign to Purchaser any of Seller's deposits with any utility providers or companies servicing the Property. Purchaser shall arrange with such providers and companies to have accounts opened in Purchaser's name as of the Closing.

9. **DELIVERY OF POSSESSION; CASUALTY.**

(a) Possession of the Property will be delivered to Purchaser on the Closing Date.

(b) If the Property, or any part thereof, suffers damage prior to Closing from fire or other casualty, the Closing shall be consummated in accordance with this Agreement, and the proceeds of any insurance covering such damage, up to the amount of the Purchase Price, shall be assigned to Purchaser at Closing.

10. **CONDEMNATION**. In the event that all or a substantial portion of the Property becomes the subject of a condemnation proceeding or threat thereof by a public or quasi-public authority having the power of eminent domain prior to Closing, Seller shall promptly notify Purchaser thereof in writing and Purchaser may (a) elect to proceed with the transaction contemplated herein, in which event Purchaser shall be entitled to receive all proceeds of any award or payment in lieu thereof resulting from such proceedings or threat thereof, or (b) elect to terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser. If Purchaser elects to terminate this Agreement, it shall so notify Seller within ten (10) days after Purchaser has received written notice of such proceedings or threat from Seller.

11. **DEFAULT; REMEDY.**

In the event of a default by Seller under this Agreement, Purchaser shall have the option, as its sole and exclusive remedy, to either (a) waive such default, (b) terminate this Agreement by written notice to Seller and receive the Earnest Money Deposit as liquidated damages, in which case all rights and obligations hereunder shall cease, except those rights and obligations expressly stated to survive the termination of this Agreement, or (c) if Seller's default is a refusal to convey the Property to Purchaser as required by this Agreement, then Purchaser shall have the right to sue Seller for specific performance of this Agreement.

In the event of a default by Purchaser under this Agreement, Seller shall have the option, as its sole and exclusive remedy, to terminate this Agreement by written notice to Purchaser and receive the Earnest Money Deposit as liquidated damages, in which case all rights and obligations hereunder shall cease, except those rights and obligations expressly stated to survive the termination of this Agreement.

12. **REPRESENTATIONS AND WARRANTIES.**

(a) Purchaser has full power and authority to execute and deliver this Agreement and the documents contemplated hereby and to consummate the transaction contemplated hereby. This Agreement has been duly and properly executed on behalf of Purchaser, and neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a default (or an event that, with notice or the passage of time or both, would constitute a default) under, a violation or breach of, a conflict with, a right of termination of, or an acceleration of indebtedness under or performance required by, any note, indenture, license, lease, franchise, mortgage, deed of trust or other instrument or agreement to which Purchaser is a party or by which Purchaser is bound.

(b) Seller has full power and authority to execute and deliver this Agreement and the documents contemplated hereby and to consummate the transaction contemplated hereby. This Agreement has been duly and properly executed on behalf of Seller, and neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a default (or an event that, with notice or the passage of time or both, would constitute a default) under, a violation or breach of, a conflict with, a right of termination of, or an acceleration of indebtedness under or performance required by, any note, indenture, license, lease, franchise, mortgage, deed of trust or other instrument or agreement to which Seller is a party or by which Seller is bound.

13. **MISCELLANEOUS.** It is further agreed as follows:

(a) Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given by this Agreement shall be in writing and shall be either personally delivered, sent by Federal Express or other regularly scheduled overnight courier or sent by United States mail, registered or certified with return receipt requested, properly addressed and with the full postage prepaid. Said notices shall be deemed received and effective on the earlier of (i) the date actually received (which, in the case of notices sent by overnight courier, shall be deemed to be the day following delivery of such notices to such overnight courier), or (ii) three (3) business days after being placed in the United States mail as aforesaid.

Said notices shall be sent to the parties hereto at the following addresses, unless otherwise notified in writing in accordance with this Section:

**To Seller:** Crown Court, LLC  
2201 Trinity Church Road  
Concord, NC 28207  
Attn: General Counsel

**with a copy to:** Mayleng Watson  
McGuireWoods LLP  
201 N. Tryon St., Ste. 3000  
Charlotte, NC 28202

**To Purchaser:** Rowan-Cabarrus Community College  
1531 Trinity Church Road  
Concord, NC 28027

(b) Brokerage. Each party represents and warrants to the other that it has not dealt with any broker, agent or finder to whom a fee or commission is or will be owed in connection with this Agreement. In the event of any claims for brokers', agents' or finders' fees or commissions by any

person or entity in connection with this Agreement, the party on whose alleged statement, representation or agreement such claim or liability arises shall indemnify, hold harmless and defend the other party from and against such claim or liability, including without limitation reasonable attorneys' fees and costs. The provisions of this Section 13(b) shall survive the Closing or any termination of this Agreement.

(c) Entire Agreement; Amendment. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitutes the entire understanding among the parties hereto, and supersedes any and all prior agreements, arrangements and understandings among the parties hereto. This Agreement may not be amended, modified, changed or supplemented, nor may any obligations hereunder be waived, except by a writing signed by the parties hereto.

(d) Binding Effect. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, representatives, successors and permitted assigns of the parties hereto.

(e) Assignment. Purchaser's rights hereunder may not be assigned in whole or in part without the prior written consent of Seller. In the event of a permitted assignment, Purchaser shall not be relieved of any of its duties, obligations or liabilities hereunder; instead Purchaser, as assignor, and Purchaser's assignee shall thereafter be jointly and severally liable hereunder.

(f) Survival. Except as otherwise expressly provided herein, no term, provision, condition, obligation, representation or warranty set forth herein shall survive the Closing or termination of this Agreement.

(g) Governing Law. This Agreement is to be governed by, and construed in accordance with, the laws of the State of North Carolina.

(h) No Implied Representations. Seller shall convey the Property to Purchaser **AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS.** Seller has not made, is not now making and specifically disclaims any covenants, warranties, representations or guarantees of any kind or character, express or implied, oral or written, past, present or future, with respect to the Property, including but not limited to warranties, representations or guaranties as to (i) matters of title (except to the extent of the special warranty of title to be given in the Deed at Closing), (ii) environmental matters, including but not limited to the presence of asbestos, lead-based pain, radon gas, Chinese-manufactured drywall, mold, mildew, spores or other microscopic organisms or toxic or hazardous materials, (iii) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water, reservoirs, limitations regarding the withdrawal of water and earthquake faults and the resulting damage of past and/or future earthquakes, (iv) whether, and the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone areas, flood plain, floodway or special flood hazard, (v) drainage, (vi) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (vii) zoning to which the Property or any portion thereof may be subject, (viii) the availability of any utilities to the Property or any portion thereof, including, without limitation, water, sewage, gas and electric, (ix) usage of adjoining property, (x) access to the Property or any portion thereof, (xi) the value, compliance with any plans and specifications, size, location, land use, design, quality, description, suitability, structural integrity, operation, title to, or physical, financial or other condition of the Property or any portion thereof, (xii) compliance of the Property with any past, present or future federal, state or local ordinances, codes, laws or other legal requirements, including without limitation, building, fire, zoning or subdivision ordinances, codes or other laws, (xiii) the existence or non-existence of underground storage tanks, (xiv) any other matter affecting the stability or integrity of the land, (xv) the potential for further development of the Property,

(xvi) the existence of vested land use, zoning or building entitlement affecting the Property, (xvii) the merchantability of the Property or fitness of the Property for any particular purpose, (xviii) tax consequences (including, but not limited to, the amount, use or provisions relating to any tax credits) or (xix) whether or not any improvements have been constructed in a workmanlike manner free from defects. Purchaser hereby releases Seller and any servicer, agent, representative, manager, member affiliate, officer, partner, shareholder or employee of Seller (a “**Seller Related Party**”) from all claims, losses, damages, liabilities, costs and expenses which Purchaser or any party related to or affiliated with Purchaser has or may have arising from or related to any matter described in this Section 13(h), and Purchaser will not look to Seller or any Seller Related Party in connection with the foregoing for any redress or relief. If inspection reports or other information with respect to the Property has been obtained by Seller or its representatives, said reports or information may be provided to Purchaser for information purposes only. Seller does not warrant the truth or validity of any such reports or information. The provisions of this Section 13(h) shall survive the Closing or termination of this Agreement.

(i) Attorneys’ Fees. In the event that any party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant hereto, the nondefaulting party shall be entitled to reasonable attorneys’ fees (based on actual time expended at customary hourly rates), in addition to any court costs incurred and in addition to any other damages or relief awarded.

(j) Waiver. No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party. However, the party for whose unilateral benefit a condition is herein inserted shall have the right to waive such condition.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument. Executed copies of this Agreement may be delivered by facsimile or electronic mail.

(l) Rule of Construction. Seller and Purchaser each have experience with the subject matter of this Agreement, have been represented by counsel to the extent desired and have fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard any rule that ambiguities in a document are to be construed against the drafter.

[Signatures follow.]

**IN WITNESS WHEREOF**, each of the undersigned has executed this Agreement or caused this Agreement to be executed on its behalf by its officer or agent thereunto duly authorized, effective as of the Effective Date.

SELLER:

CROWN COURT, LLC, a North Carolina limited liability company

By: \_\_\_\_\_  
Robert B. Tucker, Manager

PURCHASER:

THE TRUSTEES OF ROWAN-CABARRUS COMMUNITY COLLEGE, a body corporate under Section 115D-14 of the North Carolina General Statutes

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned Escrow Agent hereby acknowledges receipt of the Earnest Money Deposit and a copy of this Agreement, and agrees to hold and dispose of the Earnest Money Deposit in accordance herewith.

ESCROW AGENT:

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT A**

Legal Description

TRACT ONE

All that certain tract or parcel of land, situate, lying and being in Number Four (4) Township, Cabarrus County, North Carolina in the Northeast intersection of N.C. Highway Number 73 with Interstate 85, and more particularly described as follows: BEGINNING at a point in the center of S.R. 1622 (Trinity Church Road), corner of George R. Wall, and runs thence with the line of George R. Wall S. 85-21 E. 919.50 feet to a stake in the right of way line of Interstate Highway 85; thence with the right of way line of Interstate Highway 85 as follows: First, S. 64-16 W. 105.56 feet; Second, S. 67-34 W. 155.98 feet; Third, S. 70-57 W. 159.67 feet; Fourth, S. 74-03 W. 155.41 feet; Fifth, S. 75-54 W. 316.21 feet; Sixth, S. 88-01 W. 30.23 feet to a stake in the line of I-85 corner of W.T. Lawrence; thence with Lawrence's line N. 6-31 W. 355.50 feet to the point of BEGINNING, containing 4.123 acres, as surveyed and platted by Billy B. Long, Sr., R.L.S., dated August 25, 1987, reference to which is hereby made.

TRACT TWO

Lying and being in Number Four (4) Township of Cabarrus County, North Carolina, adjoining the property of W. H. Faggart, and being on the East side of State Road Number 1622 (Trinity Church Road), North of the right of way of Interstate Highway 85 and being more fully described as follows: BEGINNING at a point in the center of State Road 1622, corner of George R. Wall and Amsco Mills, Inc. (now or formerly) and runs thence with the line of Amsco, S. 6-31 E. 355.50 feet to an iron stake in the line of W.H. Faggart; thence with the line of Faggart, S. 88-01 W. 45.5 feet to an iron stake; thence continuing with the line of Faggart N. 82-46 W. 368.3 feet to an iron stake in the center of State Road 1622; thence with the center of said Road, 10 lines as follows: First, N. 81-56 E. 89.4 feet; Second, N. 77-08 E. 50.0 feet; Third, N. 70-11 E. 50.0 feet; Fourth, N. 61-37 E. 50.0 feet; Fifth, N. 52-04 E. 50.0 feet; Sixth, N. 42-05 E. 50.0 feet; Seventh, N. 33-14 East 50.0 feet; Eighth, N. 24-13 E. 50.0 feet; Ninth, N. 15-18 E. 50.0 feet; and Tenth, N. 11-20 E. 41.3 feet to the point of BEGINNING, containing 0.961 acres as surveyed and platted by Billy B. Long, Sr., R.L.S., dated August 25, 1987, reference to which is hereby made.

TRACT THREE

Lying and being in No. 4 Township, Cabarrus County, North Carolina, on the public road leading from N. C. Highway No. 73 to the Boy Scout Camp, and more particularly described as follows:

BEGINNING at an iron stake in the center of the public road (said stake has a bearing of N. 6-31 W. 363 feet from where said highway is crossed by the line of George Faggart), and runs thence S. 85-21 E. 1004 feet to a stake in a swamp (said stake being N. 85-21 W. 21 feet from a poplar tree); thence N. 27-45 E. 349 feet to a stone, L. S. White's corner; thence N. 64-34 W. 1171 feet to an iron stake in the center of said public road; thence with the center of said public road, S. 8-15 W. 738.0 feet to the Beginning, containing 13.18 acres, more or less.

EXCEPTED from the above-described property are two tracts of land, one described in deed recorded in Deed Book 461, page 305, and one described in deed recorded in Deed Book 497, page 613, Cabarrus County Registry.

TRACT ONE, TRACT TWO AND TRACT THREE ABOVE WERE ACQUIRED BY CROWN COURT, LLC BY SUBSTITUTE TRUSTEE'S DEED DATED JUNE 9, 2011 AND RECORDED JUNE 20, 2011 IN BOOK 9607, PAGE 308, OF THE CABARRUS COUNTY REGISTRY.

FURTHER EXCEPTED from the above-described property is property acquired by the Department of Transportation as evidenced by Consent Judgment recorded May 1, 2014 in Book 10945, Page 307, Cabarrus County Registry.

### Budget Revision/Amendment Request

Date: 3/19/2018

Amount: 135,000.00

Dept. Head: Pamela S Dubois

Department: Non departmental/Other funds

Internal Transfer Within Department     
  Transfer Between Departments/Funds     
  Supplemental Request

Purpose: To appropriate funds for the earnest money needed to purchase three tracts of land off trinity Church Road for RCCC campus expansion.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	1910-9660	Contingency	1,896,969.86		135,000.00	1,761,969.86
001	9	1960-9708	Cont to Capital Projects Fund	1,478,164.31	135,000.00		1,613,164.31
							0.00
370	6	7506-6902	Cont from General Fund	-	135,000.00		135,000.00
370	9	7506-9801	Land	-	135,000.00		135,000.00
							0.00
							0.00
							0.00

**Total**      3,375,134.17

**Budget Officer**

Approved  
 Denied

**County Manager**

Approved  
 Denied

**Board of Commissioners**

Approved  
 Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

Attachment number 3 \n

**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	901,000
Debt Proceeds	40,043,000

<b>TOTAL REVENUES</b>	<b>\$44,961,397</b>
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- C. The following appropriations are made as listed.

RCCC – Advanced Technology Center	\$15,873,396
New Cabarrus County Elementary School	28,203,001
Land - RCCC	135,000
Legal Fees	750,000

<b>TOTAL EXPENDITURES</b>	<b>\$44,961,397</b>
---------------------------	---------------------

<b>GRAND TOTAL – REVENUES</b>	<b>\$44,961,397</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$44,961,397</b>

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 19<sup>th</sup> Day of March 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**MARCH 12, 2018  
4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

**SUBJECT:**

Cabarrus County Youth Commission - Approval of Revised Bylaws

**BRIEF SUMMARY:**

An ad hoc committee from the Cabarrus County Youth Commission reviewed the bylaws and is making recommendations for minor changes as outlined in the attached back up material.

**REQUESTED ACTION:**

Motion to approve requested changes as submitted by the Cabarrus County Youth Commission ad hoc committee.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Tracy LeCompte, 4-H Extension Agent

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**ATTACHMENTS**

- [By-Law Revisions](#)
-

## Cabarrus County Youth Commission (Proposed Bylaws **Additions** & **Removals**)

### **Background**

At the root of the Youth Commission is North Carolina 4-H. This organization (North Carolina 4-H) holds a North Carolina 4-H Citizenship Focus in June each year. 4-H'ers (ages 14 -19) attend the three day even in Raleigh, participating in citizenship and government workshops designed to tackle youth apathy and highlight youth participating in civic affairs. The event culminates the 4-H'ers visiting legislators at the state capital building. A major (Another) component of the program is that 4-H'ers develop an Action Plan. This (The) plan is to be something that engages the 4-H'er(s) in service that will improve the community, school systems, county, and/or state of each participant. In 2011 (This past summer), two youth from Cabarrus County attended the event and developed a plan to implement a Youth Commission in the county. The (plan goal) formulated objective of the Commission is "To live in a community that values the opinion of teens and empowers youth to be active citizens."

Through Cabarrus 4-H Citizenship Focus, the county Commissioners and employees have validated the need for educating young people on how county government operates. (Commissioner White has been interested in this concept for more than a year and has been discussing possible implementation strategies. The North Carolina Association of County Commissioners (NCACC) has also validated the opinions of young people by determining the top issues facing teens in North Carolina.) The North Carolina Association of County Commissioners (NCACC) has begun working with teens to address top issues facing teens in communities across the state. In 2011, then-Congressman Larry Kissel (recently) established a Congressional Youth Commission to formally initiate the process of teen governmental engagement. The City of Concord has a Youth Council that reports to the City Council.

### **Purpose**

The purpose of the Youth (Council) Commission is to provide teens (in the community) an opportunity to be active citizens through experiences and education which will ultimately empower youth (will be empowered) in the community. The Youth (Council) Commission will introduce (expose) teens to county government, allow teens an opportunity to discuss issues, and interact with county commissioners and employees through youth-adult partnerships.

### **Membership**

Members must be residents of Cabarrus County and rising 9<sup>th</sup> – 11<sup>th</sup> graders. Candidates must complete the application process to be considered for a two-year term on the Youth Commission. (Members will serve a two-year term). Preference will be given to underclassmen, though High School Seniors may apply & fill vacancies as needed. The initial board will consist of nine youth serving a one year term and nine youth serving a two year term. Length of terms will be determined by member preference and/or interviews. All terms thereafter will be for two years.



The Youth Commission will be comprised of two youth from the following high schools: A.L. Brown High School, Central Cabarrus High School, Concord High School, Cox Mill High School, Hickory Ridge High School, Jay M. Robinson High School, Mount Pleasant High School, and Northwest High School. There will be four additional students (Council) serving as at-large members from the following schools: Performance Learning Center, Early College, Opportunity High School, and private or homeschools. There will be a total of 20 youth serving on the Youth (Council) Commission. Members shall serve without compensation.

### **Redistricting**

Should a member of the Youth (Council) Commission be redistricted to another school, he/she will be able to complete the term for which he/she was appointed. Further, if a student moves within Cabarrus County, he/she will be able to complete his/her term. Youth Commissioners moving out of County will not be allowed to retain their seat as they are no longer youth citizens of Cabarrus County.

### **Election of Officers**

Officers (will) shall be elected using a written ballot. A quorum must be present at the meeting (half of the current membership plus one) for an election to be valid). Candidates may give a speech of three minutes or less on the day of the elections. The following offices (will) shall be filled:

- President: The President will preside over general meeting and confer with the Advisor about the agenda prior to meetings. The President will oversee committees and notify members about meetings and events. Preference for nominations for president will be given to those youth commissioners serving the second year of their term.
- Vice President: The Vice President will preside over meetings in the absence of the President and assist the President in overseeing committees.
- Secretary: The Secretary will keep attendance and take minutes during meetings.
- Historian: The Historian will take photographs of members at events and share with Advisors. This Historian will help compile a visual newsletter for County Commissioners.
- Treasurer: The Treasurer will keep financial records of the Youth Commission from both travel and spending accounts.
- Parliamentarian: The Parliamentarian will assist youth presiding over the meeting to maintain order and govern meetings according to Parliamentary procedure.

### **Committees**

The following committees (will) shall be established:

- (Recruitment and Application Committee) Membership Committee: Responsible for seeking new members for the Youth (Council) Commission and reviewing applications, conducting interviews, and making recommendations to the (Council) Youth Commission

and Board of Commissioners for appointments. **The Vice President shall lead the Membership Committee.**

- **(Education Committee) Operations Committee:** Responsible for planning educational opportunities, events, and projects for the Youth **(Council) Commission. The Operations Committee shall be lead by the Treasurer and Historian.**
- **Communication Committee:** Responsible for ensuring adequately positive publicity of the Cabarrus County Youth **(Council) Commission and maintaining social media platforms.**

**Ad hoc committees may be formed by the Youth Commission whenever necessary. A majority vote by all Youth Commissioners will be required to form an ad hoc committee. Ad job committees may be led by the President or Parliamentarian at the request of the Youth Commission.**

### **Duties**

The Youth **(Council) Commission** members **(will) shall:**

- Serve as ad hoc members to county boards/councils as determined by the Commissioners
- Attend at least two Commissioner meetings **(a) per year** (verified by advisor)
- Attend scheduled Youth **(Council) Commission** meetings. Members must attend 75% of regular meetings. Any member who does not attend the required number of meetings in a year will be removed from the **(Council) Commission.**
- **Work alongside County Departments and community groups to identify and discuss issues facing youth in the county and develop strategies to resolve them**
- **(Create strategies that address these youth issues)**
- Educate young people in the community about their role as citizens

### **Code of Ethics**

Members may not possess and/or consume illegal drugs or alcoholic beverages during any Youth **(Council) Commission** meetings or functions. No inappropriate behavior will be allowed at any Youth **(Council) Commission** meeting or function. **(Council) Youth Commissioners (members)** should strive to be (become model students and) role models for others at all times. Any member convicted of a misdemeanor, felony, or expelled from school will be removed from the Youth **(Council) Commission.**

### **Procedures**

The Youth **(Council) Commission shall (will)** use Parliamentary Procedure and follow Robert's Rule of Order at all Business Meetings.

### **Meetings**

The Youth (Council) Commission shall hold regularly scheduled meetings that are publicly announced in advance and subject to the general statutes governing public meetings and public records.

Cabarrus County Youth (Council) Commission bylaws (Revised 11/2012, 2/2018)

## Cabarrus County Youth Commission

### **Background**

At the root of the Youth Commission is North Carolina 4-H. This organization holds a North Carolina 4-H Citizenship Focus in June each year. 4-H'ers (ages 14 -19) attend the three day even in Raleigh, participating in citizenship and government workshops designed to tackle youth apathy and highlight youth participating in civic affairs. The event culminates the 4-H'ers visiting legislators at the state capital building. A major component of the program is that 4-

H'ers develop an Action Plan. This plan is to be something that engages the 4-H'er(s) in service that will improve the community, school systems, county, and/or state of each participant. In 2011, two youth from Cabarrus County attended the event and developed a plan to implement a Youth Commission in the county. The formulated objective of the Commission is "To live in a community that values the opinion of teens and empowers youth to be active citizens."

Through Cabarrus 4-H Citizenship Focus, the county Commissioners and employees have validated the need for educating young people on how county government operates. The North Carolina Association of County Commissioners (NCACC) has begun working with teens to address top issues facing teens in communities across the state. In 2011, then-Congressman Larry Kissel established a Congressional Youth Commission to formally initiate the process of teen governmental engagement. The City of Concord has a Youth Council that reports to the City Council.

### **Purpose**

The purpose of the Youth Commission is to provide teens an opportunity to be active citizens through experiences and education which will ultimately empower youth in the community. The Youth Commission will introduce teens to county government, allow teens an opportunity to discuss issues, and interact with county commissioners and employees through youth-adult partnerships.

### **Membership**

Members must be residents of Cabarrus County and rising 9<sup>th</sup> – 11<sup>th</sup> graders. Candidates must complete the application process to be considered for a two-year term on the Youth Commission. Preference will be given to underclassmen, though High School Seniors may apply & fill vacancies as needed. The initial board will consist of nine youth serving a one year term and nine youth serving a two year term. Length of terms will be determined by member preference and/or interviews. All terms thereafter will be for two years. The Youth Commission will be comprised of two youth from the following high schools: A.L. Brown High School, Central Cabarrus High School, Concord High School, Cox Mill High School, Hickory Ridge High School, Jay M. Robinson High School, Mount Pleasant High School, and Northwest High School. There will be four additional students serving as at-large members from the following schools: Performance Learning Center, Early College, Opportunity High School, and private or homeschools. There will be a total of 20 youth serving on the Youth Commission. Members shall serve without compensation.

### **Redistricting**

Should a member of the Youth Commission be redistricted to another school, he/she will be able to complete the term for which he/she was appointed. Further, if a student moves within Cabarrus County, he/she will be able to complete his/her term. Youth Commissioners moving

out of County will not be allowed to retain their seat as they are no longer youth citizens of Cabarrus County.

### **Election of Officers**

Officers shall be elected using a written ballot. A quorum must be present at the meeting (half of the current membership plus one) for an election to be valid). Candidates may give a speech of three minutes or less on the day of the elections. The following offices shall be filled:

- President: The President will preside over general meeting and confer with the Advisor about the agenda prior to meetings. The President will oversee committees and notify members about meetings and events. Preference for nominations for president will be given to those youth commissioners serving the second year of their term.
- Vice President: The Vice President will preside over meetings in the absence of the President and assist the President in overseeing committees.
- Secretary: The Secretary will keep attendance and take minutes during meetings.
- Historian: The Historian will take photographs of members at events and share with Advisors. This Historian will help compile a visual newsletter for County Commissioners.
- Treasurer: The Treasurer will keep financial records of the Youth Commission from both travel and spending accounts.
- Parliamentarian: The Parliamentarian will assist youth presiding over the meeting to maintain order and govern meetings according to Parliamentary procedure.

### **Committees**

The following committees shall be established:

- Membership Committee: Responsible for seeking new members for the Youth Commission and reviewing applications, conducting interviews, and making recommendations to the Youth Commission and Board of Commissioners for appointments. The Vice President shall lead the Membership Committee.
- Operations Committee: Responsible for planning educational opportunities, events, and projects for the Youth Commission. The Operations Committee shall be lead by the Treasurer and Historian.
- Communication Committee: Responsible for ensuring adequately positive publicity of the Cabarrus County Youth Commission and maintaining social media platforms.

Ad hoc committees may be formed by the Youth Commission whenever necessary. A majority vote by all Youth Commissioners will be required to form an ad hoc committee. Ad hoc committees may be led by the President or Parliamentarian at the request of the Youth Commission.

### **Duties**

The Youth Commission members shall:

- Serve as ad hoc members to county boards/councils as determined by the Commissioners
- Attend at least two Commissioner meetings per year (verified by advisor)
- Attend scheduled Youth Commission meetings. Members must attend 75% of regular meetings. Any member who does not attend the required number of meetings in a year will be removed from the Commission.
- Work alongside County Departments and community groups to identify and discuss issues facing youth in the county and develop strategies to resolve them
- Educate young people in the community about their role as citizens

**Code of Ethics**

Members may not possess and/or consume illegal drugs or alcoholic beverages during any Youth Commission meetings or functions. No inappropriate behavior will be allowed at any Youth Commission meeting or function. Youth Commissioners should strive to be (become model students and) role models for others at all times. Any member convicted of a misdemeanor, felony, or expelled from school will be removed from the Youth Commission.

**Procedures**

The Youth Commission shall use Parliamentary Procedure and follow Robert’s Rule of Order at all Business Meetings.

**Meetings**

The Youth Commission shall hold regularly scheduled meetings that are publicly announced in advance and subject to the general statutes governing public meetings and public records.

Cabarrus County Youth Commission bylaws (Revised 11/2012, 2/2018)



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**MARCH 12, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

### **SUBJECT:**

Infrastructure and Asset Management - Eagle Scout Project Proposal

### **BRIEF SUMMARY:**

A local eagle scout, Mark Fassett, III from Troop #623 is proposing a project at the Cabarrus County Animal Shelter involving wall mounted flags and a monument in memory of law enforcement K-9's. Mark Fassett and County staff wishes to present the project and seek approval from the Cabarrus County Board of Commissioners.

### **REQUESTED ACTION:**

Motion to approve the Eagle Scout project under the supervision of Infrastructure and Asset Management and Animal Control Officers.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations  
Mark Fassett, III, Eagle Scout Troop #623

### **BUDGET AMENDMENT REQUIRED:**

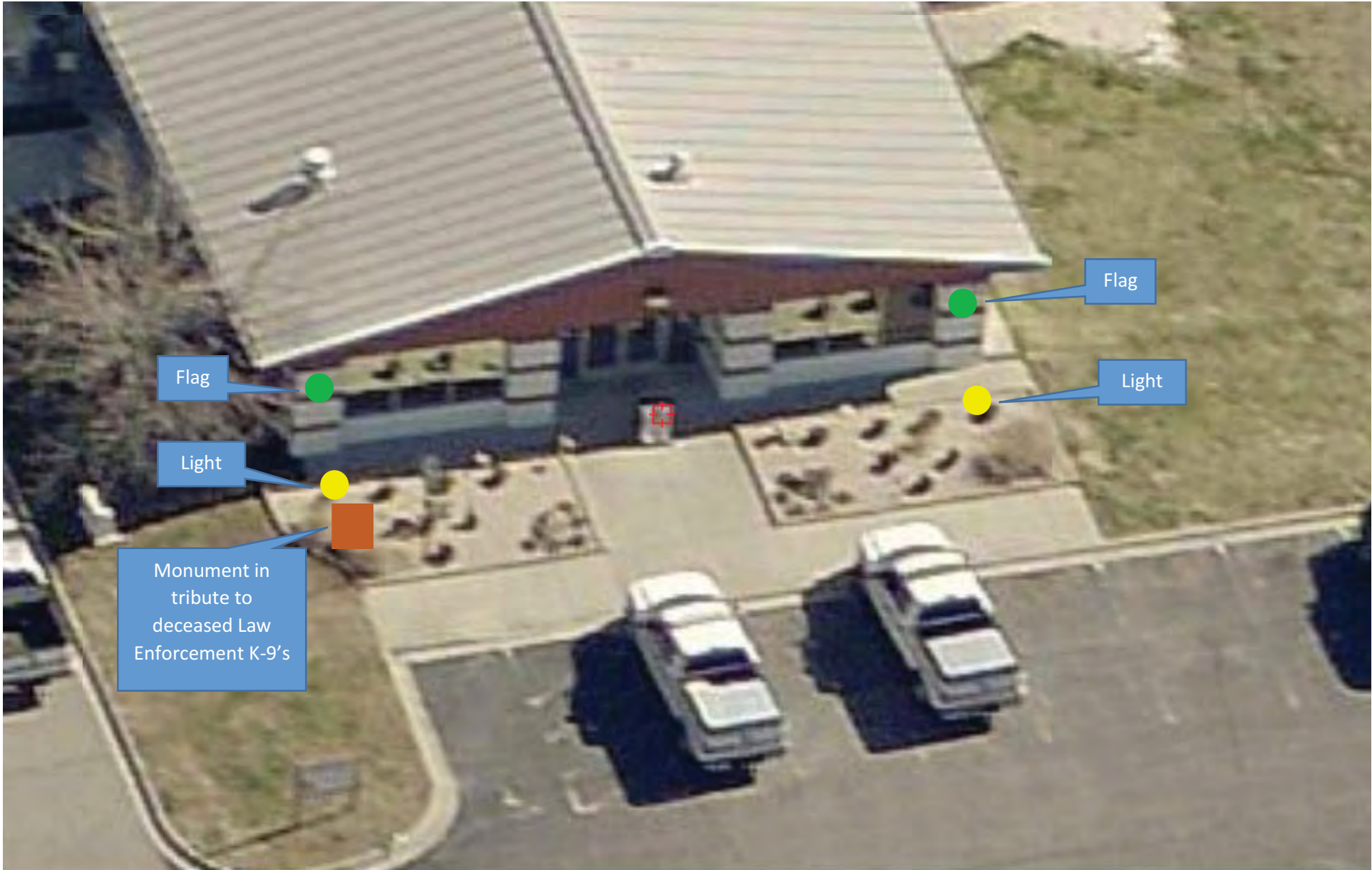
No

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**ATTACHMENTS**

- [Aerial of proposed Eagle Scout project](#)
-







**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**WORK SESSION**

**MARCH 12, 2018**  
**4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

**SUBJECT:**

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

**BRIEF SUMMARY:**

Board members have reviewed their schedules, and March 29, 2018 was the date selected to hold the NCACC-sponsored legislative meeting at the Governmental Center and the Cabarrus Summit - 1st Quarterly Meeting at the Cabarrus Arena and Events Center in Concord. The attached resolution approves the updated meeting schedule.

**REQUESTED ACTION:**

Motion to adopt resolution.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Terri Lea Hugie, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**ATTACHMENTS**

- [Resolution](#)
-



**Resolution Amending the  
Cabarrus County Board of Commissioners'  
2018 Meeting Schedule**

**WHEREAS**, on December 18, 2017, the Cabarrus County Board of Commissioners adopted a meeting schedule for calendar year 2018, which sets forth the dates, times and locations of various official county meetings;

**WHEREAS**, the Board desires to convene for the North Carolina Association of County Commissioners-sponsored legislative meeting, inviting their local legislative delegation to join them at 9:00 a.m. on Thursday, March 29, 2018 in the multipurpose room at the Governmental Center in Concord, North Carolina; and

**WHEREAS**, the Board desires to hold a summit, at 6:00 p.m. on Thursday, March 29, 2018 at the Cabarrus Arena and Events Center in Concord, North Carolina;

**NOW, THEREFORE BE IT RESOLVED** that the Cabarrus County Board of Commissioners hereby amends its 2018 Meeting Schedule as follows:

1. The Board of Commissioners will hold the Legislative Meeting at 9:00 a.m. on **March 29, 2018** at the Governmental Center in Concord, North Carolina.
2. The Board of Commissioners will hold the Cabarrus Summit 2018 1<sup>st</sup> Quarterly Meeting at 6:00 p.m. on **March 29, 2018** at the Cabarrus Arena and Events Center in Concord, North Carolina.

**ADOPTED** this 19<sup>th</sup> day of March 2018.

---

Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

ATTEST:

---

Terri Lea Hugie, Clerk to the Board



**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**WORK SESSION**

**MARCH 12, 2018**  
**4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

**SUBJECT:**

County Manager - Approval of Settlement, Release and Purchase Agreement

**BRIEF SUMMARY:**

The Water and Sewer Authority of Cabarrus County has negotiated a Settlement, Release and Purchase Agreement for property adjacent to the Muddy Creek Wastewater Treatment Plant. Background information on the Agreement is provided in the attached memorandum.

**REQUESTED ACTION:**

Motion to approve the Settlement, Release and Purchase Agreement; and authorize the County Manager to execute the Agreement on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Jonathan B. Marshall - Deputy County Manager

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**ATTACHMENTS**

- [Agreement Memorandum](#)
  - [Map of Muddy Creek Treatment Plant Area](#)
-

# Memo

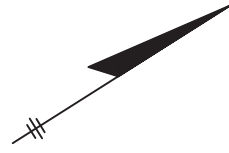
**To:** Board of Commissioners  
**From:** Jonathan B. Marshall, Deputy County Manager  
**CC:** Michael K. Downs, County Manager  
**Date:** 2/28/2018  
**Re:** Settlement, Release and Purchase Agreement

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The Water and Sewer Authority of Cabarrus County (WSACC) has begun an expansion of the Muddy Creek Wastewater Treatment Plant. As part of the zoning approval for that project, WSACC sought and was granted a variance by the Cabarrus County Planning and Zoning Commission acting in their role as the Board of Adjustment. An adjacent property owner, Heirs of John Bunyan Green II LLC (Heirs), appealed the Board of Adjustment decision to the Cabarrus County Superior Court. The Superior Court dismissed the lawsuit.

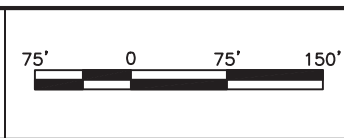
WSACC had initiated a condemnation action simultaneous to the appeal of the variance for the purpose of acquisition of an existing easement area and additional property to serve as the required buffer for the wastewater treatment plant. There were subsequent discussions between representatives of WSACC, the Heirs and Cabarrus County and an agreement was reached for purchase of the existing easement area as well as the acquisition of a landscape easement by WSACC. A map is attached showing these two areas in relation to the wastewater treatment plant.

There are multiple interests in this Settlement, Release and Purchase Agreement and all of those parties are included in the approvals. In addition to the County, the County Board of Adjustment, WSACC and the Heirs, the LandTrust for Central North Carolina holds an agricultural easement on the Heirs property and also needs to approve the Agreement. The Cabarrus County Attorney has reviewed the draft agreement and a final review is underway by the attorneys for the Heirs and the LandTrust. A copy of the draft agreement will be attached once those reviews are completed.



WILLIS ENGINEERS, 10700 SIKES PLACE, CHARLOTTE, NORTH CAROLINA, 28277 - NC LIC. NO. E-0114

IN CHARGE GJW  
 DESIGNED GJW  
 MADE BY AMA  
 CHECKED CAWjr



NO.	REVISION	DATE

**willisENGINEERS**  
 Attachment no 10700 SIKES PLACE, SUITE 115  
 CHARLOTTE, NORTH CAROLINA 28277  
 CONTACT: GREG WELLS, P.E. 704.377.9844

WATER AND SEWER AUTHORITY  
 OF CABARRUS COUNTY  
 POST OFFICE BOX 428  
 CONCORD, NORTH CAROLINA 28026  
 CONTACT: THOMAS HAHN, P.E. 704.788.4164 EXT. 104

MUDDY CREEK WWTP  
 AERIAL VIEW

1968.015  
 FIG1.DWG  
 NOVEMBER 2017

SHEET  
 -





# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**MARCH 12, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

### **SUBJECT:**

County Manager - Communications Marketing Activity Contracts

### **BRIEF SUMMARY:**

Two contracts associated with the re-branding campaign for the County were entered for fiscal year 2017 and fiscal year 2018. During the fiscal year 2018 budget requests, the FY 2018 contract expenditures for Walker (\$22,000) and Advant (\$15,680) were not appropriated. This budget amendment appropriates fund balance to cover the contract expenditures.

### **REQUESTED ACTION:**

Motion to adopt budget amendment.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Kristin Jones, Budget and Performance Manager

### **BUDGET AMENDMENT REQUIRED:**

Yes

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

### **BUDGET AMENDMENT:**

**ATTACHMENTS**

- [BA for Communications Contract](#)
-

### Budget Revision/Amendment Request

Date: 3/19/2018

Amount: 37,680.00

Dept. Head: Kristin Jones

Department: Communications

Internal Transfer Within Department     
  Transfer Between Departments/Funds     
  Supplemental Request

Two contracts associated with the re-branding campaign for the County were entered for fiscal year 2017 and fiscal year 2018. During the fiscal year 2018 budget requests, the FY 2018 contract expenditures for Walker (\$22,000) and Advant (\$15,680) were not appropriated. This budget amendment appropriates fund balance to cover the contract expenditures.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget	
001	6	1220/6901	Fund Balance Appropriated	10,810.00	37,680.00		48,490.00	
001	9	1220/9695	Marketing Activities	125,310.00	37,680.00		162,990.00	
							0.00	
							0.00	
							0.00	
							0.00	
							0.00	
							0.00	
<b>Total</b>								0.00

**Budget Officer**

Approved  
 Denied

**County Manager**

Approved  
 Denied

**Board of Commissioners**

Approved  
 Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**WORK SESSION**

**MARCH 12, 2018**  
**4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

**SUBJECT:**

County Manager - Mount Pleasant Middle School Sale Offer Review

**BRIEF SUMMARY:**

Cabarrus County has received an offer for sale of the old Mount Pleasant Middle School site located at 8325 NC-49 in Mount Pleasant, NC. The parcel for sale was only the main parcel (20.27 acres), not the small parcel across North Drive that houses the small ball fields used by the youth associations.

**REQUESTED ACTION:**

Receive and review proposal.

**EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

**SUBMITTED BY:**

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

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**ATTACHMENTS**

- [Offer](#)
-

STATE OF NORTH CAROLINA

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

COUNTY OF CABARRUS

THIS AGREEMENT ("Agreement"), is by and between Primax Properties, LLC
1100 East Morehead Street, Charlotte, NC 28204

a(n) limited liability company ("Buyer"), and
(individual or type of entity)

CABARRUS COUNTY, a body politic and political subdivision of the State of North Carolina ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH AND OTHER GOOD AND VALUABLE
CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS
FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them
as set forth adjacent to each term.

(a) "Property": (Address) an approximate 20.7 acre portion of the Mount
Pleasant Middle School property, 8325 NC Hwy 49 N in Cabarrus
County, consisting of 20.7 +/- acres. The PIN is 5670187033, and the prior deed reference is
Book 9544, Page 34 of the Cabarrus Public Registry. The legal description or other
information about the Property is attached as Exhibit A and incorporated by reference.

\$ 250,000.00 (b) "Purchase Price" shall mean the sum of Two Hundred Fifty Thousand
Dollars,
payable on the following terms:

\$ 12,500.00 (i) "Earnest Money" shall mean a deposit of 5.0% of the Purchase Price,
which deposit is payable to the Cabarrus County Clerk to the Board
upon Buyer's execution of this Agreement. The Clerk is not an escrow
agent for purposes of this Agreement. Her duties relative to this
Agreement are defined by North Carolina law.

\$ 237,500.00 (ii) Cash balance of Purchase Price at Closing in the amount of
Dollars.

(c) "Closing" shall mean the date of completion of the process detailed in Section 9 of this
Agreement. Closing shall occur on or before \*\*. TIME IS OF THE ESSENCE AS
TO THE CLOSING DATE. \*\* no more than 360 days after the Contract Date

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and
Seller.

Buyer Initials WS Seller Initials

(e) "Examination Period" shall mean the period beginning on the first day after the Contract Date and extending through 5:00 pm on see attached Addm. Failure to close for any reason after expiration of the Examination Period shall cause the Buyer to forfeit the Earnest Money as provided by North Carolina law. There is no other right to terminate by Buyer. TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) "Broker" shall mean: New Branch Real Estate Advisors  
("Listing Agency"), \_\_\_\_\_ ("Listing Agent" –  
License # \_\_\_\_\_),  
Acting as:  Seller's Agent  Dual Agent  
and \_\_\_\_\_ ("Selling Agency"),  
\_\_\_\_\_  
Agent"- License # \_\_\_\_\_)  
Acting as:  Buyer's Agent  Seller's (Sub) Agent  Dual Agent

(g) "Seller's Notice Address" shall be as follows: P. O. Box 707, Concord, NC 28026-0707; 65 Church Street, Concord, NC 28025, with copy to Richard M. Koch, Cabarrus County Attorney, 3220-201 Prosperity Church Road, Charlotte, NC 28269; e-mail address: kochlaw@ctc.net, fax number 704-503-5707, except as same may be changed pursuant to Section 10.

(h) "Buyer's Notice Address" shall be as follows: Primax Properties, LLC, 1100 East Morehead Street, Charlotte, NC 28204, Attn: Rob Neill  
\_\_\_\_\_  
e-mail address rneill@primaxproperties.com fax number 704-344-8288  
except as same may be changed pursuant to Section 10.

**Section 2. Sale of Property and Payment of Purchase Price:** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price. Notwithstanding any other provision of this Agreement, the Property is being sold "as is, where is", with all faults.

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), if applicable, any deferred or rollback taxes, and other conveyance fees or taxes required by law. Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:  
none

Each party shall pay its own attorneys fees.

Buyer Initials WS Seller Initials \_\_\_\_\_

**Section 4. Deliveries:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4., and Buyer shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or any corrections. THERE ARE NO REPRESENTATIONS BY THE SELLER OR ITS AGENTS CONCERNING THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY ENVIRONMENTAL ISSUES OR CONCERNING ITS SUITABILITY FOR ANY PURPOSE OR USE.

**Section 5. Evidence of Title:** Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

**Section 6. Conditions:** This Agreement and the rights and obligations of the parties under this Agreement are made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following condition. Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property; provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant ) unless required by law and the same shall be regarded as confidential to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for

Buyer Initials WS Seller Initials \_\_\_\_\_



the acts of itself, its agents or representatives in exercising its rights under this Section 6. and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY FOR ANY REASON OR NO REASON AND PROVIDES WRITTEN NOTICE TO SELLER PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY. TIME IS OF THE ESSENCE OF THIS CONDITION.

**Section 7. Leases:** There are no leases affecting the Property except as indicated here:

---

Seller agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

**Section 8. Risk of Loss/Damage/Repair:** Until Closing, the risk of loss or damage to the Property, except as otherwise provided, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

**Section 9. Closing.** At or before Closing, Seller shall deliver to Buyer a special warranty deed and a bill of sale for any personal property, if applicable. No other documents except a signed settlement statement shall be required of Seller, since as a local North Carolina government entity, the County is not a foreign entity and the Property cannot be subject to any lien claims. Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed.

**Section 10. Notices.** Unless otherwise provided, all notices and other communications which may be or are required to be given or made by any party to the other shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance with this Agreement, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or (iv) on the date deposited with a recognized overnight delivery service addressed to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance with this Agreement. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

**Section 11. Counterparts; Entire Agreement:** This Agreement may be executed in one or more counterparts, which taken together shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the

Buyer Initials WS Seller Initials \_\_\_\_\_

parties, and no modification of this Agreement shall be binding unless in writing and signed by all parties. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions, and this Agreement shall be construed and enforced as if such invalid provisions were not included.

**Section 12. Enforceability:** This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties, it being expressly agreed that the notice described in Section 10 is not required for effective communication for the purposes of this Section 12. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initial lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and insure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

**Section 13. Applicable Law:** This Agreement shall be construed under the laws of the State of North Carolina.

**Section 14. Assignment:** This Agreement may not be assigned by the Buyer, except to an affiliated entity, without the written consent of the Seller.

**Section 15. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange, provided that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents at no cost to the non-exchanging party as shall be required to give effect to this provision. Such exchange shall not delay the closing.

**Section 16. Authority:** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such other instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

**Section 17. Attorneys Fees:** If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

**BUYER:**

Individual

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**SELLER:**

Cabarrus County

By \_\_\_\_\_  
County Manager

Date: \_\_\_\_\_

Buyer Initials WS Seller Initials \_\_\_\_\_

Business Entity

Primax Properties, LLC

(Name of Entity)

BY: William G. Seymour

Name: William G. Seymour

Title: Member/Manager

Date: 2.16.18

Buyer Initials WS Seller Initials \_\_\_\_\_

Addendum to Agreement and Sale of Real Property

Between Primax Properties, LLC (Buyer), and

Cabarrus County (Seller)

Section 1.(e) "Examination Period" shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm two hundred and forty (240) days after the Contract Date. Provided that the Buyer is making a good faith effort to obtain the necessary Zoning, Site Plan and other Permits and approvals from the appropriate governmental agencies, Buyer may extend the Examination Period for up to two (2) – two (60) day periods ("Extension Periods"). Buyer shall, within five (5) business days of the Contract Date, 1) engage Buyer's Surveyor to prepare the Topographical Survey, 2) engage Buyer's Environmental Consultants to conduct the necessary environmental evaluations; and, 3) engage Buyer's Engineers to commence preparing the necessary Plans and Documentation for submittal to the appropriate governmental agencies for review and approval of the aforementioned Zoning, Site Plan, and other Permits. Should Buyer elect to exercise any Extension Period, Buyer shall notify Seller in writing prior to the expiration of the Examination Period, or Extension Period then in effect. The Extension Periods, when exercised, shall be incorporated in and included as a part of the Examination Period. Consideration for the Extension Periods shall be \$10,000.00 each. Upon this notification, the Earnest Money theretofore deposited, including the Consideration for the Extension Period then in effect, shall become non-refundable, except in the event of a Seller default. Such Consideration and payments shall be deemed additional Earnest Money for all purposes hereunder and shall be applicable to the Purchase Price at Closing.

WS



**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**WORK SESSION**

**MARCH 12, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

**SUBJECT:**

County Manager - Reduce Charter School Funding Based on Second Month Count

**BRIEF SUMMARY:**

Cabarrus County funds charter school students based on the second month school count each year. For Fiscal Year 2018, the charter school counts were lower than FY17 (see table for details). Based on this information, the County needs to reduce the funding for both school districts and will send the excess funds to contingency. Both school systems have been notified of this reduction. Upon notification to Cabarrus County Schools, a request has been made to utilize the \$132,164.31 to help cover the cost of the redistricting project. A memo is attached detailing this request. Invoices for this project will be turned into the County up to the approved amount of funding.

**REQUESTED ACTION:**

Motion to approve budget revision and approve associated project ordinance.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Pam Dubois, Senior Deputy County Manager

**BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

### ATTACHMENTS

- [Charter School Table](#)
  - [Cabarrus County Schools Request](#)
  - [Budget Amendment](#)
  - [364 Project Ordinance](#)
-

## Charter School Funding For FY 2018

Cabarrus  
County

Kannapolis  
City

Budget FY 2018	2075	354
Second day count	2002	316
Difference	73	38
Per Pupil amount	\$ 1,810.47	\$ 1,810.47
	\$ 132,164.31	\$ 68,797.86



February 22, 2018

The Honorable  
Mr. Steve Morris, Chair  
Ms. Diane Honeycutt, Vice Chair  
Ms. Liz Poole  
Mr. Lynn Shue  
Mr. Blake Kiger  
Cabarrus County Board of Commissioners  
65 Church Street, SE  
Concord, NC 28026

Re: Request to transfer funds (Charter School to Realignment Contract)

Dear Board of Commissioners:

In 2016-2017, Cabarrus County Schools was funded for and transferred funds to charter schools for 2,075 students. In the current year, charters schools are only accounting for 2,002 students. The reduction in students attending charter schools provides an opportunity to use those funds elsewhere.

We respectfully request you approve the transfer of funds originally allocated for charter schools to be used for a forecasting and redistricting contract. The contract is targeting realignment for areas impacted by the new high school, new elementary school and the impact of JN Fries converting to a traditional middle school.

The five (5) phases of a community-driven redistricting project are:

1. Data Collection
2. Data Analysis / Assimilation
3. Committee Application / Selection Process
4. Baseline Attendance Boundary Proposals Development / Background Report Development
5. Committee / School Board / Public Meetings

We appreciate your continued support of Cabarrus County Schools.

Sincerely,

Cindy S. Fertenbaugh, Chair  
Cabarrus County Board of Education

Cc: Carolyn Carpenter, Mr. David Harrison, Dr. Robert Kirk, Mr. Vince Powell, Mr. Barry Shoemaker,  
Mr. Rob Walter



## Budget Revision/Amendment Request

Date: 3/19/2018

Amount: 200,962.17

Dept. Head: Pamela S Dubois

Department: Education/Non-departmental

Internal Transfer Within Department     
  Transfer Between Departments/Funds     
  Supplemental Request

Purpose: To remove excess funds from Charter School funding based on second month counts at both School Sysytems. Additionally, provide Cabarrus County Schools with \$132,164.31 in funding to help cove th cost of a redistricting project for areas impacted by the new High School, New Elementary School, and the impact of JN Fries Middle School conversion.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget	
001	9	7110-970117	Charter School - CCS	3,771,112.00		132,164.31	3,638,947.69	
001	9	7130-970117	Charter Schools - KCS	643,360.00		68,787.86	574,572.14	
001	9	1960-9708	Cont to Capital Projects Fund	1,346,000.00	132,164.31		1,478,164.31	
001	9	1910-9660	Contingency	1,828,182.00	68,787.86		1,896,969.86	
							0.00	
364	6	7338-6902	Cont from General Fund	-	132,164.31		132,164.31	
364	9	7338-9605	Consultant	-	132,164.31		132,164.31	
							0.00	
<b>Total</b>								0.00

**Budget Officer**

Approved  
 Denied

**County Manager**

Approved  
 Denied

**Board of Commissioners**

Approved  
 Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date  
Attachment number 3 \n

# CABARRUS COUNTY SCHOOL CONSTRUCTION PROJECT BUDGET ORDINANCE

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

Section I.

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

General Fund Contribution	\$975,285
Capital Reserve Contribution	3,528,030
Capital Projects Fund Contribution	194,612

<b>TOTAL REVENUES</b>	<b>\$4,697,927</b>
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- C. The following appropriations are made as listed.

Redistricting School Project – Multiple Schools	\$132,164
Site Evaluations-Multiple Schools	30,000
Early College Site at RCCC	746,859
Kannapolis Intermediate Renovations-Carver Elem	1,520,978
CBTC Campus Renovations, Safety, Security	184,075
CBTC A/C Units Replacement Phase II	105,000
Concord Middle School Roof	968,853
Harrisburg Elementary School Roof	685,531
Cox Elementary Sewer Relocation	25,000
Patriots Elementary Mobile Units	122,100
RCCC – HVAC Replacement	100,000
Available Other Improvements	77,367

<b>TOTAL EXPENDITURES</b>	<b>\$4,697,927</b>
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<b>GRAND TOTAL – REVENUES</b>	<b>\$4,697,927</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$4,697,927</b>

Section II.

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

herein under the following conditions:

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

### Section III.

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

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

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

Adopted this the 19<sup>th</sup> day of March 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**MARCH 12, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

### **SUBJECT:**

County Manager - Resolution Supporting Legal Action Regarding the Opioid Crisis

### **BRIEF SUMMARY:**

The Board has also been made aware of the impacts of opioid abuse, addiction, morbidity and mortality on the citizens and residents of the County and of the impacts on services provided by the County to its citizens and residents, including but not limited to human services, emergency medical services, public health services through the Cabarrus Health Alliance, law enforcement and emergency services.

The financial impact on the County from these circumstances is substantial, particularly in view of the fact that a significant number of persons addicted to opioids and the family members they support are uninsured or underinsured and rely on the provision of County services without reimbursement to the County.

The Board would like to retain legal counsel to investigate and pursue legal action against those responsible for causing and perpetuating the opioid crisis in Cabarrus County.

### **REQUESTED ACTION:**

Motion to approve the Resolution Supporting Legal Action Regarding the Opioid Crisis.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Mike Down, County Manager  
Richard Koch, County Attorney

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**ATTACHMENTS**

[Resolution](#)

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## RESOLUTION

### DECLARING THERE TO BE AN OPIOID CRISIS IN CABARRUS COUNTY and DECLARING THE CAUSES OF THE CRISIS TO BE A PUBLIC NUISANCE

**WHEREAS,** the Cabarrus County Board of Commissioners (“Board”) has the statutory authority pursuant to N.C. Gen. Stat. §153A-121 to take actions necessary to protect the public health, safety and welfare of the citizens and residents of Cabarrus County; and

**WHEREAS,** the Board has been made aware of the existence of a significant number of cases involving opioid abuse, addiction, morbidity and mortality in the County; and

**WHEREAS,** the Board has also been made aware of the impacts of opioid abuse, addiction, morbidity and mortality on the citizens and residents of the County and of the impacts on services provided by the County to its citizens and residents, including but not limited to human services, emergency medical services, public health services through the Cabarrus Health Alliance, law enforcement and emergency services; and

**WHEREAS,** there is significant evidence to suggest that manufacturers and distributors of opioids have aggressively marketed their sale to physicians under the guise that prescribing these opioids is medically necessary for virtually any ailment that causes pain and with the assurance that prescribing large doses of opioids creates little or no risk of addiction; and

**WHEREAS,** such tactics if proven true are violations of various federal and state laws designed to monitor and control the dispensing of opioids and constitute tortious acts creating liability of such manufacturers and distributors to the County and its citizens and residents for the physical and financial harm caused; and

**WHEREAS,** in addition to the prescribing of opioids as described above, whether lawful or otherwise, there is significant evidence to suggest that a large number of such prescribed opioids get diverted to persons who use them but for whom such drugs have not been prescribed and who take such drugs recreationally and often to support an addiction; and

**WHEREAS,** the financial impact on the County from these circumstances is substantial, particularly in view of the fact that a significant number of persons addicted to opioids and the family members they support are uninsured or underinsured and rely on the provision of County services without reimbursement to the County; and

**WHEREAS,** apart from the financial impact, there is a human impact resulting from these circumstances on the parents, spouses, children, siblings and friends who witness the suffering, and sometimes the loss of life, of a loved one, not to mention the loss to the community of the gifts and talents of such persons; and

**WHEREAS,** these circumstances are real and pervasive and unreasonably interfere with the public health, safety, peace, comfort and convenience of the citizens and residents of the County and of the County itself; and

**WHEREAS,** on the advice of legal counsel, it appears to the Board that the County has valid claims for damages against the opioid manufacturers and distributors and possibly others for violations of constitutional, statutory, decisional laws and the common law; and

**WHEREAS,** it appears that such claims are for past costs incurred by the County but also for significant future costs that will be incurred to pay for additional County services and for treatment, rehabilitation and counseling.

**NOW, THEREFORE, BE IT RESOLVED** by the Cabarrus County Board of Commissioners at its regular monthly meeting and with a quorum present, as follows:

1. That there exists a crisis in Cabarrus County with the use/abuse of opioids;
2. That the Board intends to take all reasonable actions necessary to seriously lessen or eliminate this crisis;
3. That the Board declares the opioid crisis to be a public nuisance pursuant to Article 57 of Chapter 106 of the North Carolina General Statutes and N.C. Gen. Stat. §153A-140 that needs to be abated by whatever reasonable legal means are available; and
4. That the Board shall retain legal counsel to investigate and pursue legal action against those responsible for causing and perpetuating the opioid crisis in Cabarrus County.



**ADOPTED** this 19<sup>th</sup> day of March 2018.

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Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

ATTEST:

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Terri Lea Hugie, Clerk to the Board



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**MARCH 12, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

### **SUBJECT:**

Emergency Management - Adoption of Ordinance Amending Chapter 34, Fire Prevention and Protection of the Cabarrus County Code of Ordinance - Public Hearing 6:30 p.m.

### **BRIEF SUMMARY:**

Cabarrus County Emergency Management/Fire Marshal's Office recommends the attached revisions to Chapter 34, Fire Prevention and Protection of the Cabarrus County Code of Ordinance.

Proposed text amendments are recommended from the North Carolina State Fire Marshal's Office related to fire code adoption, as well as other changes to facilitate fire protection programs between county and fire departments.

### **REQUESTED ACTION:**

Hold a public hearing.

Motion to adopt the ordinance Amending Chapter 34, Fire Prevention and Protection of the Cabarrus County Code of Ordinances

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Bobby Smith, Emergency Management Director  
Steven Langer, Fire Marshal

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**ATTACHMENTS**

- [2018 Fire Protection Ordinance Changes](#)
  - [Public Hearing Notice Chp 34 2018](#)
-

ORDINANCE AMENDING CHAPTER 34  
(FIRE PREVENTION AND PROTECTION)  
OF THE  
CABARRUS COUNTY CODE OF ORDINANCES

BE IT ORDAINED by the Cabarrus County Board of Commissioners that Chapter 34, Fire Prevention and Protection, of the Code of Ordinances, Cabarrus County, North Carolina, is hereby amended to read as follows:

**ARTICLE I. IN GENERAL**

**Secs. 34-1--34-25. Reserved.**

**ARTICLE II. FINANCIAL ASSISTANCE TO FIRE DEPARTMENTS**

**Sec. 34-26. Offered to qualified departments.**

The County will offer financial assistance for the maintenance and operation of any volunteer fire department of a fire district qualifying for financial assistance under the terms of this article in an amount determined by the county manager, consistent with the policies of the Cabarrus County Board of Commissioners, not to exceed \$3,000.00 per year, and by revenue collected from the fire district tax, provided a tax district has been established in accordance with G.S. 69-25.1 et seq. for the area served, and by revenues generated by sales tax when the County selects ad valorem sales tax calculation.

(Ord. of 12-2-85, § 1; Ord. of 4-3-86, § t; Ord. of 4-7-86, § 1; Ord. of 6-17-96)

**Sec. 34-27. Participating departments to file budgets with Cabarrus County Fire Marshal's Office.**

A volunteer fire department desiring financial assistance under this article shall file a budget with the Cabarrus County Fire Marshal's Office by April 15 each year for the following fiscal year. Budgets will be submitted on forms provided by the Fire Marshal's Office.

(Ord. of 12-2-85, § 2; Ord. of 4-3-86, § 2; Ord. of 4-7-86, § 2)

**Sec. 34-28. Inspections of participating fire departments by the Cabarrus County Fire Marshal.**

The Cabarrus County Fire Marshal shall make regular inspections of each fire department receiving payments under this article. At least one inspection shall be made annually, but the Fire Marshal may make other such inspections as deemed necessary. During the course of such inspections, the Fire Marshal shall determine whether the department is continuing to meet the minimum standards as specified in this article, and the findings reported to the Cabarrus County Board of Commissioners.

(Ord. of 12-2-85, § 3; Ord. of 4.3-86, § 3; Ord. of 4-7-86, § 3)

**Sec. 34-29. Notice of deficiency; time period for corrections.**

If during any inspection the Fire Marshal determines that the fire department is not meeting the minimum standards as set forth in this article, a

notice of deficiency must be given in writing by the Fire Marshal to the fire chief and at least two officers of the corporation of the fire department. This notice shall specify the period of time within which the deficiencies must be corrected, provided that the length-of the period of time shall be reasonable and in any event shall not be less than 15 days. At the end of the specified period, an inspection shall be made by the Fire Marshal to determine if the deficiencies have been corrected. If the deficiencies have not been corrected, the Fire Marshal shall notify the Cabarrus County Board of Commissioners with a recommendation to contract with another department to provide service until deficiencies have been corrected.

(Ord. of 12-2-85, § 4; Ord. of 4-3-86, § 4; Ord. of 4-7-86, § 4)

**Sec. 34-30. Minimum standards for qualification.**

Each fire department desiring to qualify for the financial assistance provided for under this article shall meet the following minimum standards:

(1) The fire department shall be incorporated as a nonprofit corporation under state law. A copy of the department's charter and current by-laws shall be on file in the Fire Marshal's Office.

(2) Elections of at least a portion of the board of directors for the incorporated fire department shall be held at least every year by the voting membership of the corporation. The voting membership must include but is not limited to either residents of the fire tax district which have registered with the Cabarrus County Board of Elections and are eligible to vote in a general election, or all resident property owners of the district.

(3) No absentee or proxy votes will be allowed, nor shall such election be conducted by mail.

(4) Notice of an annual meeting to elect officers shall be given by notice in local newspapers and as prescribed in the department's by-laws, or be a fire department lawfully established by a city, town or sanitary district and operate under the laws and provisions governing such departments.

(5) Each fire department shall have a fire chief, an assistant chief, other necessary officers and personnel with a minimum of 19 firefighters who are eligible firemen, in accordance with G.S. 118-38. A list of all members, their addresses, their telephone numbers, and social security numbers must be given to the Cabarrus County Fire Marshal's Office on or before July 1 of each year and within ten days of the addition of new members.

(6) All active members of a fire department in good standing shall have a County issued ID card, and a department issued car plate to identify them as a bona fide firefighter. No one other than an active or retired member in good standing shall be allowed to have this identification in his possession. The department issued car plate will be visible from the front of any vehicle running emergency warning devices as defined by NC General Statutes.

(7) Each fire department shall maintain a class 9 or better rating with the insurance services office and shall have and maintain equipment as required by the state department of insurance for initial certification. These are minimum requirements; therefore, efforts should be made toward improving fire protection through equipment purchases and water supply development. All

equipment specified shall be kept in good condition and operative at all times. Primary pumpers shall be subjected to an annual service test, as prescribed by the ISO, and records of the test shall be filed with the Cabarrus County Fire Marshal's Office.

(8) Each department shall carry liability insurance on its personnel and equipment in the indemnity amount of at least \$1,000,000.00, and further holding the county harmless from any responsibility for damages, claims, or expenses resulting from the activities of its firefighters or from the operation of its equipment. Each fire department shall also carry worker's compensation insurance on its active members in order to provide those members with the benefits of the worker's compensation act. A certificate of insurance for each department shall be on file at the Fire Marshal's Office.

(9) The fire department shall carry out an organized training program which shall provide a minimum of 36 hours per year training. The training program shall include the training and qualifying of apparatus drivers. Written records shall be kept on all drills and include subject taught, instructor, hours, and members attending.

(10) The fire chief for each department is responsible for stressing safety throughout the department and all phases of the department activities. Emphasis shall be placed on safe driving of department owned apparatus and the firefighter's personal automobile to emergencies, as well as on safe practices while fighting a fire. Only qualified drivers shall drive the fire apparatus. Drivers shall operate apparatus with caution at all times and allow no one but active firefighters to ride the apparatus when it is on call to a fire or other emergency.

(11) The senior fire officer within whose area a fire emergency occurs is the authority on the fire scene or when a fire occurs outside a recognized fire district the senior fire officer of the first arriving department shall be the authority, unless incident falls under jurisdiction of other agency as granted by NCGS.

(12) The senior fire officer responsible for the fire emergency shall make a full investigation of each fire to determine, if possible, the cause of the fire. A report of the findings of this investigation shall be forwarded to the Fire Marshal within 30 days of the fire on forms designed by the National Fire Reporting System. If evidence shows the fire may be incendiary or if persons are injured or a fatality occurs, the Fire Marshal and other necessary state and local officials shall be notified immediately.

(13) The department shall furnish to the Cabarrus County Board of Commissioners an independent audit of receipts and disbursements for the fiscal year conducted by an accountant certified by the state. This audit, including a financial statement for the previous fiscal year and an auditor's opinion, shall be submitted to the Fire Marshal's Office by December 31 of each year for previous fiscal year.

(14) The fire chief shall be responsible for filing all reports required by local, state and federal agencies.

(15) Each department involved with the medical first responders program shall provide basic life support to sick and injured persons and shall work under the guidelines set forth by the first responder ordinance.

(16) Each department shall provide a means of notifying members of a fire call. (Ord. of 12-2-85, § 5; Ord. of 4-3-86, § 5; Ord. of 4-7-86, § 5)

(17) Departmental operational policies will be in accordance with all local, state and federal standards. Policies adopted by 2/3 majority of the Cabarrus County Fire Service Board (CCFSB). ~~Cabarrus County Fireman's Association Board of Directors~~ and approved by the Cabarrus County Fire Marshal's Office will be considered county-wide policy and will be followed by all contracted fire departments. Failure to follow policies by departments will be considered deficiencies under Section 34-29 of this ordinance.

(18) The Fire Marshal will maintain a current manual on all approved policies, and provide a copy to all contracted fire services. The Fire Marshal is responsible for updating each department issued manual. The copy maintained on file in the Fire Marshal's office will be considered the official manual.

(19) Approved policies will be reviewed annually by the Fire Marshal, changes or deletions will be brought before the ~~Cabarrus County Fireman's Association Board of Director's (CCFA-BOD)~~ CCFSB. The Fire Marshal can change or delete policies based upon changes in state or federal requirements without approval of the CCFSB. ~~CCFA-BOD~~. All agencies will be notified at least 60 days prior to any effective changes.

#### **Sec. 34-31. Duties of Fire Marshal.**

The duties of the Cabarrus County Fire Marshal are:

(1) Act as a liaison between the fire departments and the County Manager and the Cabarrus County Board of Commissioners and shall keep them informed on matters involving fire departments, fire districts, and tax districts.

(2) Aid in planning, organizing and developing new departments, facilities and districts.

(3) Be an advisor to the County Manager and the Cabarrus County Board of Commissioners concerning insurance ratings of fire districts.

(4) Assist in developing a comprehensive training program for all county fire departments.

(5) Advise fire departments on equipment purchases, maintenance, and repair.

(6) Make yearly inspections of all departments to see that they conform to minimum standards on insurance services offices, class 9 rating and the requirements of the county fire ordinance.

(7) Make fire prevention inspections of schools, as required by G.S. Ch. 115; day care facilities, as authorized by G.S. Ch. 110; inspections required by the department of social services.

(8) Administer the county fire prevention code and make inspections relevant to enforcement of the code.

(9) Make investigations, along with other officials, of fires, as required by G.S. 58-79-1.

(10) Assist fire departments in developing fire prevention and pre-fire planning programs within their respective districts.

(11) Assist school authorities, businesses, and other citizens in developing fire prevention and life safety education programs for their respective facilities.

(12) Maintain reporting system for the collection and use of data concerning fires.

(13) Coordinate the use of the communications system by the fire departments to ensure prompt notification and response to all fire calls.

(14) Respond to major fires to assist the officer in charge in coordinating the activities of fire departments at that call.

Ord. of 12-2-85, § 6; Ord. of 4-3-86~ § 6: Ord. of 4-7-86, § 6)

#### **Secs. 34-32-34-50. Fireworks**

In addition to the rules and regulations stated in Chapter 33 of the North Carolina State Fire Prevention Code, which is adopted by reference in this chapter, the Board of County Commissioners adopts the following provisions:

- (1) The County Fire Marshal is here by authorized by the Board of Commissioners pursuant to N.C. G.S. § 14-413, to issue permits for use of pyrotechnics (fireworks) within the County. The County Board of Commissioners also delegates the authority to the governing bodies of The City of Kannapolis, City of Concord, and Town of Harrisburg in Cabarrus County to approve public exhibitions of pyrotechnics to be exhibited, used, or discharged within the corporate limits of each respective jurisdiction listed, pursuant to the provisions of NCGS § 14-413 (a1). The fire code official of the local jurisdiction must hold a fire level III certification, inspect the display site, and ensure the display can be performed in full compliance with the North Carolina State Fire code, NFPA standards and issue appropriate permit(s) where applicable. The Cabarrus County Fire Marshal Office will issue permits for all other municipal jurisdictions within Cabarrus County and the un-incorporated areas of the County.
- (2) No person shall engage in the use of pyrotechnics for public display without first completing an application and obtaining approval from the Fire Marshal's Office 10 days in advance of such use. The names and addresses of all operators and assistants must appear on the application and a copy of the license issued by the Office of State Fire Marshal for each operator and assistant must be provided with the application.
- (3) The County Fire Marshal shall issue a permit only after all requirements of this ordinance and the State Fire Code have been met, the appropriate fees paid, and the applicant has posted a bond or certificate of **insurance. The bond or certificate of insurance shall be in the amount of at least \$500,000.00 to cover damages to real or personal property and an additional \$500,000.00 to cover damages for personal injuries.**



**ARTICLE III. FIRE PREVENTION CODE**

**Sec. 34-51. Adoption.**

(a) ~~Except as hereinafter amended, the provisions of the North Carolina Fire Prevention Code with all included Appendixes, (hereafter referred to as the N.C. Fire Code) current edition, adopted by the North Carolina Building Code Council is hereby adopted and made applicable as the Fire Prevention Code of Cabarrus County. The specific provisions of the aforesaid state building code herein referred to as the Fire Prevention Code are hereby incorporated into this section as fully as if set out herein verbatim. It is hereby adopted by reference that the code known as International Fire Prevention Code 2002, with all North Carolina Amendments and all subsequent amendments, revisions, and appendixes shall become the county fire code. The provisions thereof shall be controlling within the limits of the county,~~

(b) ~~The listed standards and publications which comprise a part of the Fire Prevention Code, as the same may be periodically revised and updated, shall be applicable and enforced within the county.~~

(c) ~~Amendments' to the North Carolina Fire Prevention Code, which are adopted and published by the North Carolina state Building Code Council, shall be effective on the date prescribed by the North Carolina State Building Code Council.~~

~~The provisions and mandatory permits listed in the International Fire Prevention Code are hereby adopted.~~

~~(Ord. of 8-16-93, § 1)~~

(d) ~~The North Carolina State Building Code volume that is titled Administration & Enforcement Requirements is hereby referenced for the administration of the North Carolina Fire Prevention Code, current edition for periodic inspection of building altered, repaired or rehabilitated in accordance with the Existing Building Code.~~

**Sec. 34-52. Penalties.**

(a) Any person who violates or fails to comply with any provision of the ~~N.C. Fire Code International Fire Prevention Code, N. C. Amendments~~, as adopted, amended, or augmented, or who shall violate or fail to comply with any order made in connection with the fire prevention code, or who shall build in violation of any specifications or plans submitted under the ~~N.C. Fire Code International Fire Prevention Code, N.C. Amendments~~, or any certificate or permit issued there under, shall be guilty of a misdemeanor and punished in accordance with section 1-7.

(b) The imposition of a penalty for any violation shall not excuse the violation or permit it to continue and all such violations shall be corrected within the time specified.

(c) Violations of this code shall constitute either a misdemeanor or, at the election of the county, shall subject the offender to a civil penalty upon the issuance of a citation for the violations.

(d) In addition to the civil penalties, any provision of the code that makes unlawful a condition existing upon or use made of real property may be enforced by injunction and order abatement by the general court of justice. When a violation of such provision occurs, the county may apply to the appropriate division of the general court of justice for a mandatory or prohibitory injunction and/or order of abatement commanding the defendant to correct the unlawful condition or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings including the rules of civil procedure.

(e) An order of abatement may direct that the buildings or other structures on the property be closed, demolished or removed; that fixtures, furniture or other movable property be removed from any building on the property; that abandoned or junked vehicles be removed; that improvements or repairs be made; or that any other action be taken that is necessary to bring the property into compliance with the N.C. Fire Code~~International Fire Prevention Code, N.C. Amendments~~. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he may be cited for contempt, and the county may execute the order of abatement. The county shall have a lien on the property for the cost of executing an order of abatement in the nature of a mechanic's and material-man's lien. The defendant may secure cancellation of an order of abatement by paying all cost of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties to the clerk of superior court in an amount approved by the judge before whom the matter is heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement within a time fixed by judicial order. Cancellation of an order of abatement shall not suspend or cancel an injunction issued in conjunction therewith.

(Ord. of 8-16-93, § 4)

#### **Sec. 34-53. Enforcement and duties.**

(a) N.C. Fire Code~~The International Fire Prevention Code, N. C. Amendments~~, shall be enforced by the Cabarrus County Emergency Management Department or by such other organization designated to undertake such activities or by contract executed and entered into with other appropriate fire prevention organizations.

(b) Fire Inspectors will be appointed as required to enforce the Code and to perform required inspections. The Fire Inspectors will report to their supervisors in their respective departments. Assignment of specific areas of responsibility shall be made by the county manager. (Ord. of 8-16-93, § 2)

#### **Sec. 34-54. Periodic inspections.**

(a) Subject to the limitations and condition stated in the N.C. Fire Code~~International Fire Prevention Code, N. C. Amendments~~, it shall be the duty of the Fire Inspectors to inspect all buildings, structures, and premises within this jurisdiction for the purposes of ascertaining and causing to be corrected any condition which may cause a fire or an explosion or endanger life from fire or explosion. The inspector shall determine any violations of the provisions of the code or any other ordinances pertaining to fire or explosion hazards. These inspections and determinations will be done in accordance with the periodic inspection schedule for occupancies as approved by the state building code council or upon complaint by interested parties or if there is probable cause for such inspections.

(b) Fire inspections shall be conducted in accordance with the following schedule or more frequently:

(1) Group 1. Annual inspections shall be conducted in the following hospitals, nursing homes, chemical plants, movie theaters, auditoriums, high rise buildings, businesses storing hazardous materials, gymnasiums, restaurants, stadiums with capacities of 100 or more persons and interior common areas of multi-occupant residential structures.

(2) Group 2. Biennial inspections shall be conducted in industries and educational buildings other than public schools.

(3) Group 3. Triennial inspections shall be conducted at all other businesses. Example: offices, banks, barber shops, bowling alleys, florists, retail stores, churches and synagogues.

(4) Group 4. Public schools shall be inspected at least two times per year. (Ord. of 8-16-93, § 3)

**State law reference**-Investigation of fires and inspection of premises. G.S. 58-79-1 et seq.

**Sec. 34-55. Issuance of notice of violation by Fire Inspectors.**

(a) Fire Inspectors are empowered to issue notices of violation when such Fire Inspectors have reasonable cause to believe that any person has violated any provision of the N.C. Fire Code~~International Fire Prevention Code, N. C. Amendments~~.

(b) The service of orders or notices for the correction of violations of the code shall be made upon the owner, occupant or other person responsible for the conditions, either by personally delivering a copy of same to such person or by delivering the same to and leaving it with any person in charge of the premises or by sending a copy of the order or notices by certified or registered mail to the owner's last known address.

(c) When buildings or their premises are occupied by one other than the owner under a lease or agreement, the orders or notices issued to correct violations of the code shall apply to the occupant thereof; provided that where the order or notices require the making of additions to or changes in the premises themselves which may become part of the real property of the owner, then in such cases, the orders or notices shall also be issued to the owner of the premises or real property. Failure to deliver an order or notice to the owner, if other than the occupant, shall not invalidate such order or notices.

(d) The notice of violation shall specify the penalty to be imposed on the violator and shall direct the violator to submit the penalty payment to the Emergency Management Department within 15 business days to pay the penalty. The penalty imposed shall be adopted by the Cabarrus County Board of Commissioners by resolution and posted in the fee schedule by the Cabarrus County Fire Marshal.

(e) The notice of violation may specify a period during which the violator must correct the violation. If the violation is not corrected within the specified time, the violator shall be guilty of a new and separate offense.

(f) If the violator does not pay the penalty within the 15 business days after the issuance of the notice of violation, a delinquency charge as listed in the adopted fee schedule, shall be added to the amount specified in the notice of violation and notice of the delinquency charge shall be mailed to the violator. The delinquency notice shall also inform the violator that a criminal summons will be issued against him if the specified penalty and the delinquency charge are not paid within five business days after the date of the delinquency notice.

(g) If the penalty and delinquency charges are not paid within the time allowed, the Cabarrus County Emergency Management Department may have a criminal summons issued against the violator of the N.C. Fire Code~~International Fire Prevention Code, N. C. Amendments~~. Upon conviction, the violator shall be subject, in addition to any criminal penalty the court may impose pursuant to the provisions contained in the state building code, to the penalty specified in the notice of violation and the delinquency charge.

(Ord. of 8-16-93, § 5)

**Sec. 34-56. Permits.**

(a) It shall be the duty of the Fire Inspectors to evaluate applications and issue, if approved, all permits as prescribed in N.C. Fire CodeInternational Fire Prevention Code, N.C. Amendments.

(b) No person shall maintain, store or handle materials or conduct processes which produce conditions hazardous to life or property or install equipment used in connection with such activities without a permit as required by the N.C. Fire CodeInternational Fire Prevention Code, N.C. Amendments. Before a permit may be issued, the Cabarrus County Fire Marshal or his/her representative shall inspect and approve the receptacles, vehicles, buildings, structures, storage areas, devices, processes or conditions related to the permit.

(c) Applications for permits required pursuant to N.C. Fire CodeInternational Fire Prevention Code, N.C. Amendments shall be made to the Fire Inspectors on forms provided by the county. All applications shall be accompanied by the applicable permit fee as established by the county. The required permit fee shall be in a fee schedule. Printed schedules of the permit fees shall be available to the public at the Emergency Management Department, and shall be on file at the county clerk's office

(d) The fire inspector is authorized to waive the permit fee for governmental, religious or charitable organizations.  
(Ord. of 8-16-93, § 6)

**Sec. 34-57. Permit fees.**

The schedule of fire prevention permit fees is not printed in this article but is on file and available in the county offices. (Ord. of 8-16-93, § 8)

**Sec. 34-58. Administrative procedures.**

(a) *Fire code violations.* Fire code violations shall be handled as follows:

(1) If an inspector writes a citation (two part form), the yellow copy is given to the violator and the white copy is filed with the Emergency Management Department.

(2) The violator will make payment to the county Emergency Management department. The Emergency Management Department will process the payment and forward the collected fees to the Cabarrus County Finance Department.

(4) The Emergency Management Department will match the copy of the citation sent to the finance department with the copy on file. If a payment is delinquent, the Cabarrus County Fire Marshal will be notified for code enforcement.

(5) The fire official pursues payment, assigns late fees, issues additional citations, or initiates prosecution.

(b) *Permits.* Permit requests shall be handled as follows:

- (1) The Department receives permit requests and permit payments.
- (2) Application and payment are reviewed to insure that the application is complete and correct payment has been received.
- (3) A ledger entry will contain date, type of permit, address of applicant, check number and amount of check.
- (4) The permit application is processed by the permit type, any violations are reviewed, and the date of last inspection noted.
- (5) The permit is signed by the fire official for issue.
- (6) The permit is issued and a copy filed. (Ord, of 8-16-93, § 7)

**Sec. 34-59. Open Burning Regulations**

(a) Open burning within 100 feet of a structure will be regulated by the Cabarrus County Fire Marshal's Office.

(1) Open burning must meet all provisions of the N. C. Fire Code and North Carolina Administrative Code Title ~~15~~15A, Chapter 2, Subchapter 2D,. 1900, Control and Prohibition of Open Burning, prior to the issuance of any permit. "No burning of refuse that is in violation of any state or local Air Quality Open Burning Regulations will be allowed."

(2) Debris burning falling under the jurisdiction of the North Carolina Department of Natural Resources shall meet their required permit conditions. All requirements of the N. C. Fire Code shall be met along with any other State Laws.

(b) Burning Site Requirements

(1) The location of the material to be burned shall be a minimum of 50 feet from any structure. If a possible hazard exists, the Fire Official may require this distance to be increased.

(2) Piles of material to be burned should be done in a safe manner. This would also include BONFIRES for different events. Bonfires used for ceremonial and religious purposes (schools, civic groups, churches) may take place when all regulations are met. Materials used for Bonfires must also comply with the Air Quality regulations.

(3) Only natural materials, such as limbs, brush, grass, leaves, or wood may be burned.

(4) A competent person shall constantly attend the fire until such fire is extinguished.

(5) A garden hose with suitable water supply or other fire extinguishing equipment, as deemed acceptable by the fire official, shall be readily available for immediate use during the course of the fire until such fire is extinguished.

(c) Permits

(1) A permit from the Cabarrus County Fire Marshal is required for bonfires and certain land clearing and may include the following:

(A) A site inspection may be required before burning is to be done.

(B) The applicant shall verify all information and shall read all the rules and regulations on the permit. The applicant will then be required to sign the permit acknowledging responsibility to obey these regulations.

(C) It will be the responsibility of the applicant to keep this permit available at the burn site at all times.

(2) A permit is required to conduct any live fire training exercises for fire department personnel. All applicable N. C. State permits and notifications must be obtained by the instructor prior to conducting the training. A complete copy of all paperwork required to conduct a live burn exercise must be on file with the Cabarrus County Fire Marshal's Office before a permit will be issued for the exercise.

(d) Nuisance Burning

(1) If any time during the burning, the smoke and/or odors create a nuisance by causing physical irritation exacerbating a documented medical condition, visibility impairment or causes a hazard determined by the fire official, the fire official may order the fire to be extinguished. [Open burning / nuisance burning is enforceable by the Cabarrus County Fire marshal Office within 100 feet of structures.](#)

(2) If at any time during the burning, the regulations regarding open burning are not met or are neglected in any way, the fire shall be extinguished

(3) All open burning which includes, but is not limited to brush, limbs, leaves, farm lands, fields and clearing of land shall stop in the event of a burning ban issued by the North Carolina Forest Service or the Cabarrus County Fire Marshal Office.

(4) Willful neglect and/or willful violations of the N. C. Fire Code shall be subject to a civil citation.

(e) Burning Ban

(1) In the event that the Cabarrus County Fire Marshal's Office issues a ban on outdoor burning within 100 feet of a structure, then all local Open Burning Permits issued shall be deemed invalid with no issuance of any new permits until such ban is lifted by the Cabarrus County Fire Marshal's Office. During this ban, no open burning shall be conducted at all within 100 feet of a structure; this includes any outdoor burning at residences. A civil citation will be issued for violations.

(2) A burning ban on outdoor burning within 100 feet of a structure may be issued by the Cabarrus County Fire Marshal's Office in the event that atmospheric conditions or local circumstance make such fire hazardous.

(3) Local conditions that may warrant a burning ban include, but are not limited to:

(A) Flammable and/or combustible liquid spills or leaks close to a burning site.

(B) A hazardous materials incident where the proximity of the burn site could cause a possible ignition source or prove hazardous to operations controlling the incident.

(C) The proximity of adjacent structures or other such hazards.

(4) In the event a burning ban is issued all permit holders shall be notified through the news media that the permit is invalid and fires shall be extinguished immediately. In conjunction with North Carolina Forest Service burning ban the Cabarrus County Fire Marshal's Office shall issue a burning ban of all-open burning within 100 feet of a structure and all fires shall be extinguished immediately. The local press shall be notified by the Fire Marshal's Office that such ban is in effect and that no permits will be issued until such ban is lifted and no open burning will be allowed.

(5) Any burning ban issued by the Fire Marshal's Office shall be repealed in the same manner.

(f) Extinguishing illegal fires, nuisance burning, and fires when burning bans are in effect or all other fires that fall under this ordinance, the N. C. Fire Code and the State regulations.

(1) The responding fire department has the authority to extinguish any fire that does not meet this ordinance, the N. C. Fire Code and State regulations which includes but are not limited to illegal fires, nuisance burning and fires when burning bans are in effect.

(2) The Fire Marshal's Office or its authorized representative has the authority to extinguish any fire that does not meet this ordinance, the N. C. Fire Code and State regulations which includes, but are not limited to illegal fires and nuisance burning and fires when burning bans are in effect. ~~If any citations are to be issued that fall under this ordinance, it will be done by the Fire Marshal's Office.~~

(3) The Fire Marshal's Office or its authorized representative does not have to be present to order the extinguishment of the fire. If the owner or person burning refuses to let the fire department extinguish the fire then the fire department can have the Fire Marshal's Office paged and a representative from that office will respond to assist the fire department.

(4) The Fire Marshal's Office may respond to any nuisance burning when the person will not allow the fire department to extinguish the fire.



(5) The Fire Marshal or a representative of that office may respond to any illegal burning when requested. The Fire Marshal or a representative of that office does not need to be present to order the fire extinguished. The fire department can extinguish the fire and fax any information about the fire to the Fire Marshal's Office and they will investigate. If there is a problem with the person who is burning, the Fire Marshal or a representative of that office will respond to assist the fire department.

(6) If any citations are to be issued that fall under this ordinance or N. C. Fire Code it will be issued by the Fire Marshal's Office.

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Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

ATTEST:

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Terri Lea Hugie, Clerk to the Board



**CABARRUS COUNTY  
BOARD OF COMMISSIONERS**

**NOTICE OF PUBLIC HEARING  
March 19, 2018 – 6:30 p.m.**

**Revision of Chapter 34, "Prevention and Protection"  
Cabarrus County Code of Ordinances**

Notice is hereby given that the Cabarrus County Board of Commissioners will hold a public hearing at 6:30 p.m. (or as soon thereafter as persons may be heard) on Monday, March 19, 2018 in the Board of Commissioners' Meeting Room located on the second floor of the Cabarrus County Governmental Center, 65 Church Street S, Concord, North Carolina to consider revisions to Chapter 34, Fire Prevention and Protection of the Cabarrus County Code of Ordinances.

Inquiries regarding the proposed revisions may be made to the Fire Marshal's Office at 704-920-2143.

If reasonable accommodations are needed for the public hearing, please contact the ADA Coordinator at 704-920-2100 at least 48 hours prior to the public hearing.

**Terri Lea Hugie, Clerk to the Board  
Cabarrus County Board of Commissioners**

**Posted March 7, 2018**



**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**WORK SESSION**

**MARCH 12, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

**SUBJECT:**

Finance - Capital Lease for Emergency Management Services (EMS)  
Power Stretchers

**BRIEF SUMMARY:**

The EMS Department has identified a need for a power stretcher program. Existing stretchers will be replaced with power stretchers using a lease program. This permits stretchers to be replaced consistent with service life. The Department has identified a capital lease that they would like to pursue for 18 stretchers. The proposal includes annual payments of \$115,190.14 for six years for a total of \$691,140.84. Since the equipment lease is greater than \$500,000 and the term is longer than five years, Local Government Commission approval is required. If approved, the first annual payment will be paid from debt service savings on the 2017 Limited Obligation Bonds (LOBS) issue.

**REQUESTED ACTION:**

Motion to approve a \$691,140.84 EMS power stretcher capital lease subject to 1) Local Government Commission approval and 2) annual appropriation of lease payments.

Motion to authorize the Finance Director to prepare the appropriate budget amendment subject to Local Government Commission approval.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Susan Fearington, Finance Director  
Jimmy Lentz, Assistant EMS Director

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**BUDGET AMENDMENT:**

**ATTACHMENTS**

- [Stretcher Lease](#)
  - [Stretcher equipment](#)
-

# FERNO FINANCIAL SERVICES



Ferno Financial Services is pleased to provide the following financing options on your consideration. We offer a wide range of financing solutions that can be designed to meet your specific needs.

The financing options shown below are based the equipment selected for your specific requirements.

<b>Customer Full Name:</b>	<u>Cabarrus County EMS</u>	<b>Finance Quote Dated:</b>	<u>2/26/2018</u>
<b>Total Finance Amount:</b>	<u>\$652,796.32</u>	<b>Quote Expiration Date:</b>	<u>4/30/2018</u>
<b>Ferno Sales Contact:</b>	<u>Travis Kirkland (770) 283-0764</u>	<b>Ferno Quote Number:</b>	<u>22100</u>

## LEASE QUOTE

### Annual Payment FMV\*

### 6 ANNUAL PAYMENTS

<b>End of Term Options:</b> Upgrade to new equipment	\$115,190.14
Return the equipment to Lessor	
Purchase for the then current fair market value	
Continue to lease the equipment	

\* 1st Payment due 30 days after commencement

## Credit Application

Legal Business Name: \_\_\_\_\_ Years Under Current Ownership \_\_\_\_\_

Amount Financed\*: \$ \_\_\_\_\_ Office Phone #: \_\_\_\_\_ Office Fax #: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

Company Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

Equipment Address (if different): \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Type:  Corporation  LLC  C-Corp.  Non-Profit  Sub S Corp.  Partnership  LLP  GP\_Proprietorship

Other Business Type (please explain): \_\_\_\_\_

### Section below to be completed for Partnerships, Proprietorships and if Corporation has three owners or less:

Owner #1 Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Home Phone #: \_\_\_\_\_ % Owner: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_ SS#: \_\_\_\_\_

Owner #2 Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Home Phone #: \_\_\_\_\_ % Owner: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_ SS#: \_\_\_\_\_

### Please read the terms below then print name, sign and date:

By signing below, the undersigned consents to and authorizes the use of his/her consumer credit report by Ferno-Washington, Inc. or its assignee from time to time as may be needed in the credit and collection process and further authorizes banks, trade references and financial institutions the right to release information to Ferno-Washington, Inc. or its assignee **IMPORTANT NEW CUSTOMER INFORMATION:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record identifying information on new customers. The personal data requested above will allow us to identify each person signing this application. We may also ask for copies of driver's licenses or other identifying documents. By providing us with a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications at that number – including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system – from Ferno-Washington, Inc. its assignee and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* If there are additional owners, please provide on a second application form.

**Please fax completed application to (800) 863-0582**

\*The monthly payments quoted in this proposal are valid for 30 days from the date hereof and are predicated on a like term, fixed rate interest rate swaps as published by the Federal Reserve on the date listed above. Should the proposed financing not commence within 60 days from the date hereof, any increase in the Swap yield will cause a corresponding increase in the monthly payment.

Attachment number 1 \n

**QUOTATION PREPARED FOR OUR VALUED CUSTOMER  
CABARRUS COUNTY EMS****Account ID:** 59816000 **PO Ref:** **Quote #** 00022100 **Date Quoted:** 4/30/2018

<b>Customer Contact:</b> Jimmy Lentz	<b>Billing Address:</b> Cabarrus County EMS PO Box 707 Concord, NC 26026 US	<b>Shipping Address:</b> Cabarrus County EMS 31 Wilionbrook Dr Concord, NC 28027 US
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<b>Terms</b> TBD	<b>Valid</b> 30 Days	<b>FOB</b> Origin	<b>Ship Via</b> Please Select
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Qty	Item#	Product Description	Preferred Cust. Price	Extended Price
18	0000INXINLINDWL	INX INLINE W/DWL SHIP KIT	31,179.93	561,238.74
18	ILFS86STNEWMNT	INLINE 86 W/LONG FLOOR MOUNT	4,345.65	78,221.70
18	LAIV3SCL	INX/MONDIAL MB 3 STAGE IV POLE	448.92	8,080.56
18	0822453	INX TELESCOPING FRAME STO-NET	175.74	3,163.32
18	FWESX	SX, SURFACE EXTENDER PAIR	2,262.00	40,716.00
1	NA	Trade-In Credit	-38,624.00	-38,624.00

Approval: \_\_\_\_\_  
Printed Name                                  Signature

**Subtotal**                                  652,796.32  
**Sales Tax**                                        .00  
**Ship Quote:**                                   2,255.00  
**Your Price**                                     655,051.32

Credit Card: \_\_\_\_\_ Secure Code: \_\_\_\_\_ Exp: \_\_\_\_\_

Comments: Thank you for the opportunity. If not quoted, taxes & shipping charges are extra.

**Your Sales Representative is:** **Thank you for allowing the Ferno team to serve you!**  
Kerry Halleran  
khalleran@ferno.com  
(412)719-8525

**Your Customer Service Contact is:**  
Rhonda Woodgeard  
r.woodgeard@ferno.com

\*\* Order subject to approval by Ferno. If not quoted, shipping and any applicable sales tax will be added to invoice. Credit cannot be allowed on returns of special or modified items. Prices and specifications are subject to change without notice.



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**MARCH 12, 2018  
4:00 P.M.**

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### **AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

### **SUBJECT:**

Finance - 2018 Limited Obligation Bonds (LOBS) Budget Amendment and Project Ordinance Update

### **BRIEF SUMMARY:**

During the months leading up to the issuance of debt, some expenditures need to be pre-audited and/or paid prior to the actual receipt of the funding. A budget should be established before contracts are pre-audited. A budget amendment for the 2018 LOBS Fund is attached to establish \$750,000 for the following type of expenditures: Bond attorney, underwriter, local attorney, debt application fee, rating agency fees, title insurance, trustee fees, etc. Updates to the LOBS 2018 Project Ordinance have been included to allow proceeds and project expenditures to be added to the Capital Project Funds and to allow updates after the debt proceeds have been received.

### **REQUESTED ACTION:**

Motion to adopt the LOBS 2018 budget amendment and related updates to the LOBS 2018 Project Ordinance.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Susan Fearrington, Finance Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**BUDGET AMENDMENT:**

**ATTACHMENTS**

- [LOBS 2018 Budget Amendment](#)
  - [LOBS 2018 Project Ordinance](#)
-



### Budget Revision/Amendment Request

Date: 3/19/2018

Amount: 750,000.00

Dept. Head: Susan Fearrington (prepared by staff)

Department: Finance - 370 LOBS 2018

Internal Transfer Within Department     
  Transfer Between Departments/Funds     
  Supplemental Request

This budget amendment records future debt proceeds and a budget for legal fees and other debt financing expenditures, in the amount of \$750,000, for the LOBS 2018 projects.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
370	6	0000-6918	LOBS 2018 Proceeds from Debt	39,293,000.00	750,000.00		40,043,000.00
370	9	0000-9609	Legal Fees	-	750,000.00		750,000.00

**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	40,043,000
<b>TOTAL REVENUES</b>	<b>\$44,826,397</b>

- C. The following appropriations are made as listed.

RCCC – Advanced Technology Center	\$15,873,396
New Cabarrus County Elementary School	28,203,001
Legal Fees	750,000
<b>TOTAL EXPENDITURES</b>	<b>\$44,826,397</b>

<b>GRAND TOTAL – REVENUES</b>	<b>\$44,826,397</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$44,826,397</b>

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 19<sup>th</sup> Day of March 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**MARCH 12, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

### **SUBJECT:**

Finance - Resolution Relating to Installment Financing Contract  
Financings for Various School Projects - Public Hearing 6:30 p.m.

### **BRIEF SUMMARY:**

Finance requests the Board of Commissioners approve the attached resolution enabling Cabarrus County to enter into one or more short and/or long-term installment financing contracts with the Cabarrus County Development Corporation or one or more third parties, for an amount not to exceed \$55,000,000 to finance all or a portion of the cost of acquiring, constructing and equipping public school facilities, community college facilities, land acquisition and various related real and personal property improvements.

N.C.G.S. 160-20 requires a public hearing on the described installment financing contracts for the projects described above.

### **REQUESTED ACTION:**

Hold a Public Hearing.

Motion to approve Financing Resolution.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Susan Fearington, Finance Director

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**ATTACHMENTS**

- [Public Hearing](#)
  - [Hearing Minutes and Resolution](#)
  - [Public Hearing Notice - Newspaper](#)
-

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners (the "Board") of the County of Cabarrus, North Carolina (the "County"), will conduct a public hearing on March 19, 2018 concerning the execution and delivery of (a) one or more short-term installment financing contract(s) with one or more third parties and (b) one or more long-term installment financing contract(s) with one or more third parties (collectively, the "Contracts") to finance all or a portion of the costs of (i) acquiring, constructing and equipping new public school facilities and expanding, rehabilitating, renovating and equipping existing public school facilities, including but not limited to, one new elementary school and numerous mobile units, (ii) constructing and equipping new community college facilities and expanding, rehabilitating, renovating and equipping existing community college facilities for Rowan-Cabarrus Community College ("RCCC"), including but not limited to, the Advanced Technology Center, (iii) the acquisition of numerous parcels of real property for either the County or RCCC, including all improvements located thereon, if any, (iv) the acquisition of any necessary rights-of-way and easements related to each of the foregoing and (v) various real and personal property improvements related to each of the foregoing (collectively, the "Projects").

The plan of financing for the Projects involves (i) the entry by the County into one or more short-term installment financing contract(s) with one or more third parties who will provide the County with up to \$55,000,000 pursuant to the terms of the short-term installment financing contract(s), which amounts will be used to provide interim financing for the Projects pending execution and delivery of one or more long-term financing contract(s) and (ii) the entry by the County into one or more long-term installment financing contract(s) with one or more third parties who will provide the County with up to \$55,000,000 pursuant to the terms of said one or more long-term installment financing contract(s), which amounts will be applied to provide long-term financing for the Projects. The County's obligations to any third party supplying short-term or long-term financing are authorized by North Carolina General Statutes §160A-20 and will be secured by a lien upon or security interest in all or some portion of the Projects or in all or some portion of the real property on which the Projects will be located.

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

PLEASE TAKE NOTICE THAT THE BOARD WILL HOLD A PUBLIC HEARING CONCERNING THE PLAN OF FINANCING AT 6:30 P.M., OR AS SOON THEREAFTER AS THE HEARING CAN BE HELD, ON MONDAY, MARCH 19, 2018, IN THE COMMISSIONERS' MEETING ROOM IN THE CABARRUS COUNTY GOVERNMENTAL CENTER, CONCORD, NORTH CAROLINA, AT WHICH ANY PERSON MAY BE HEARD CONCERNING THE PLAN OF FINANCING. ANY PERSON WISHING TO COMMENT IN WRITING ON THE PLAN OF FINANCING MAY DO SO BY DELIVERING SUCH COMMENTS TO THE UNDERSIGNED AT 65 CHURCH STREET SE, CONCORD, NORTH CAROLINA, 28026, WITHIN 5 DAYS FROM THE DATE OF PUBLICATION OF THIS NOTICE.

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

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

The Board of Commissioners for the County of Cabarrus, North Carolina, met in regular session in the Commissioners’ Meeting Room in the Cabarrus County Governmental Center in Concord, North Carolina, the regular place of meeting, at 6:30 p.m., on March 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.

\* \* \* \* \*

The Chairman announced that this was the date, place and hour fixed by the Board of Commissioners for a public hearing concerning a proposed plan of financing in an aggregate principal amount of up to \$55,000,000, which plan would involve the entry by the County into (i) one or more long-term installment financing contract(s) with the Cabarrus County Development Corporation (the “Corporation”) or one or more other third parties pursuant to North Carolina General Statutes 160A-20, as amended, the proceeds of which would be used to pay all or a portion of the costs of (a) acquiring, constructing and equipping new public school facilities and expanding, rehabilitating, renovating and equipping existing public school facilities, including but not limited to, one new elementary school and numerous mobile units, (b) constructing and equipping new community college facilities and expanding, rehabilitating, renovating and equipping existing community college facilities for Rowan-Cabarrus Community College (“RCCC”), including but not limited to, the Advanced Technology Center, (c) the acquisition of numerous parcels of real property for either the County or RCCC, including all improvements located thereon, if any, (d) the acquisition of any necessary rights-of-way and easements related to each of the foregoing and (e) various real and personal property improvements related to each of the foregoing (collectively, the “Projects”), and under said one or more long-term installment financing contract(s) the County would secure the repayment by the County of the moneys advanced pursuant to such one or more long-term installment financing contract(s) by granting a security interest in and lien on all or some portion of the Projects or all or some portion of the real property upon which the Projects are located and/or (ii) into one or more short-term installment financing contract(s) with one or more third



parties pursuant to North Carolina General Statutes 160A-20, as amended, the proceeds of which would be used to provide interim financing for all or some portion of the Projects pending execution and delivery of said one or more long-term financing contract(s) and the related Limited Obligation Bonds and/or Certificates of Participation, if any, and under said one or more short-term installment financing contract(s) the County would secure the repayment by the County of the moneys advanced pursuant to such short-term installment financing contract(s) by granting a security interest in and lien on all or some portion of the Projects or all or some portion of the real property upon which the Projects are located, which plan of financing and Projects were described in the notice of public hearing published in The Independent Tribune on March 4, 2018 (the "Notice").

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

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

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

It was then announced that the public hearing was closed.

\* \* \* \* \*

The Chairman introduced the following resolution, a summary of which had been provided to each Commissioner, a copy of which was available with the Clerk to the Board and which was read by title:

RESOLUTION RELATING TO LONG-TERM INSTALLMENT CONTRACT FINANCINGS OF VARIOUS PUBLIC PROJECTS IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$55,000,000; INTERIM INSTALLMENT CONTRACT FINANCINGS FOR SUCH PROJECTS IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$55,000,000; AND THE EXECUTION AND DELIVERY BY THE CABARRUS COUNTY DEVELOPMENT CORPORATION OF ONE OR MORE SERIES OF LIMITED OBLIGATION BONDS AND/OR CERTIFICATES OF PARTICIPATION RELATED THERETO

WHEREAS, the Board of Commissioners desires to undertake a proposed plan of financing in an aggregate principal amount of up to \$55,000,000, which plan would involve the

entry by the County into one or more long-term installment financing contract(s) with the Cabarrus County Development Corporation (the “Corporation”) or one or more other third parties pursuant to North Carolina General Statutes §160A-20, as amended, the proceeds of which would be used to pay all or a portion of the costs of (i) acquiring, constructing and equipping new public school facilities and expanding, rehabilitating, renovating and equipping existing public school facilities, including but not limited to, one new elementary school and numerous mobile units, (ii) constructing and equipping new community college facilities and expanding, rehabilitating, renovating and equipping existing community college facilities for Rowan-Cabarrus Community College (“RCCC”), including but not limited to, the Advanced Technology Center, (iii) the acquisition of numerous parcels of real property for either the County or RCCC, including all improvements located thereon, if any, (iv) the acquisition of any necessary rights-of-way and easements related to each of the foregoing and (v) various real and personal property improvements related to each of the foregoing (collectively, the “Projects”), and under said one or more long-term installment financing contract(s) the County would secure the repayment by the County of the moneys advanced pursuant to such one or more long-term installment financing contract(s) by granting a security interest in and lien on all or some portion of the Projects or all or some portion of the real property upon which the Projects are located;

WHEREAS, as part of said proposed plan of financing, the Corporation may also execute and deliver one or more series of Limited Obligation Bonds and/or Certificates of Participation in said one or more long-term installment financing contract(s) in an aggregate principal amount not exceeding \$55,000,000 to finance the advancement of moneys to the County pursuant to said one or more long-term installment financing contract(s) between the County and the Corporation or one or more other third parties;

WHEREAS, as part of the proposed plan of financing for the Projects, the Board of Commissioners further desires to authorize interim financing for all or some portion of the Projects in an aggregate principal amount of up to \$55,000,000, which would involve the entry by the County into one or more short-term installment financing contract(s) with one or more third parties pursuant to North Carolina General Statutes §160A-20, as amended, the proceeds of which would be used to provide interim financing for all or some portion of the Projects pending execution and delivery of said one or more long-term financing contract(s) and the related

Limited Obligation Bonds and/or Certificates of Participation, if any, and under said one or more short-term installment financing contract(s) the County would secure the repayment by the County of the moneys advanced pursuant to such short-term installment financing contract(s) by granting a security interest in and lien on all or some portion of the Projects or all or some portion of the real property upon which the Projects are located; and

WHEREAS, as required by North Carolina General Statutes §160A-20, the Board of Commissioners has heretofore held the public hearing concerning the one or more short-term installment financing contract(s) and the one or more long-term installment financing contract(s) to be executed and delivered by the County and the transactions contemplated thereby and associated therewith;

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

Section 1. The Board of Commissioners hereby finds and confirms that (i) the Projects and the financing thereof by one or more short-term contract(s) and one or more long-term contract(s) is necessary and expedient for the County; (ii) financing of the Projects by one or more short-term contract(s) and one or more long-term contract(s), under the circumstances, is preferable to a bond issue by the County; (iii) the sums to fall due under one or more short-term contract(s) and one or more long-term contract(s) are adequate and not excessive for their proposed purpose; (iv) the County's debt management procedures and policies are good and its debt will continue to be managed in strict compliance with law; (v) the increase in taxes, if any, necessary to meet the sums to fall due under one or more short-term contract(s) and one or more long-term contract(s) will not be excessive; and (vi) the County is not in default regarding any of its debt service obligations.

Section 2. The appropriate officers of the County are hereby authorized and directed to do any and all things necessary, appropriate or convenient to effectuate the foregoing and the proposed plan of financing, including without limitation filing one or more applications with the North Carolina Local Government Commission seeking approval of the plan of financing or any component thereof, the publication of any required notices related thereto, consideration and negotiation of proposals from one or more third parties regarding the one or more short-term installment financing contract(s) included in the proposed plan of financing, consideration and negotiation of proposals from one or more underwriters or one or more other third parties

regarding the one or more long-term installment financing contract(s) included in the proposed plan of financing, and consideration and negotiation of the terms of the proposed plan of financing or any component thereof and the relevant legal documentation.

Section 3. This Resolution shall become effective immediately upon its adoption.

Thereupon, upon motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the foregoing resolution entitled "RESOLUTION RELATING TO LONG-TERM INSTALLMENT CONTRACT FINANCINGS OF VARIOUS PUBLIC PROJECTS IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$55,000,000; INTERIM INSTALLMENT CONTRACT FINANCINGS FOR SUCH PROJECTS IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$55,000,000; AND THE EXECUTION AND DELIVERY BY THE CABARRUS COUNTY DEVELOPMENT CORPORATION OF LIMITED OBLIGATION BONDS AND/OR CERTIFICATES OF PARTICIPATION RELATED TO LONG-TERM INSTALLMENT CONTRACT FINANCINGS" 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 regular meeting held on March 19, 2018, as relates in any way to (i) the conduct of a public hearing and the adoption of the resolutions referenced above with respect to a proposed plan of financing for public school projects, community college projects for RCCC and the acquisition of real property, (a) utilizing one or more short-term installment financing contract(s) under North Carolina General Statutes Section 160A-20 with one or more third parties, and/or (b) utilizing one or more long-term installment financing contract(s) under North Carolina General Statutes Section 160A-20 with one or more third parties, and (ii) 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 March, 2018.

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

[SEAL]

# THE INDEPENDENT TRIBUNE

March 4, 2018

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners (the "Board") of the County of Cabarrus, North Carolina (the "County"), will conduct a public hearing on March 19, 2018 concerning the execution and delivery of (a) one or more short-term installment financing contract(s) with one or more third parties and (b) one or more long-term installment financing contract(s) with one or more third parties (collectively, the "Contracts") to finance all or a portion of the costs of (i) acquiring, constructing and equipping new public school facilities and expanding, rehabilitating, renovating and equipping existing public school facilities, including but not limited to, one new elementary school and numerous mobile units, (ii) constructing and equipping new community college facilities and expanding, rehabilitating, renovating and equipping existing community college facilities for Rowan-Cabarrus Community College ("RCCC"), including but not limited to, the Advanced Technology Center, (iii) the acquisition of numerous parcels of real property for either the County or RCCC, including all improvements located thereon, if any, (iv) the acquisition of any necessary rights-of-way and easements related to each of the foregoing and (v) various real and personal property improvements related to each of the foregoing (collectively, the "Projects").

The plan of financing for the Projects involves (i) the entry by the County into one or more short-term installment financing contract(s) with one or more third parties who will provide the County with up to \$55,000,000 pursuant to the terms of the short-term installment financing contract(s), which amounts will be used to provide interim financing for the Projects pending execution and delivery of one or more long-term financing contract(s) and (ii) the entry by the County into one or more long-term installment financing contract(s) with one or more third parties who will provide the County with up to \$55,000,000 pursuant to the terms of said one or more long-term installment financing contract(s), which amounts will be applied to provide long-term financing for the Projects. The County's obligations to any third party supplying short-term or long-term financing are authorized by North Carolina General Statutes §160A-20 and will be secured by a lien upon or security interest in all or some portion of the Projects and/or in all or some portion of the real property on which the Projects will be located.

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

PLEASE TAKE NOTICE THAT THE BOARD WILL HOLD A PUBLIC HEARING CONCERNING THE PLAN OF FINANCING AT 6:30 P.M., OR AS SOON THEREAFTER AS THE HEARING CAN BE HELD, ON MONDAY, MARCH 19, 2018, IN THE COMMISSIONERS' MEETING ROOM IN THE CABARRUS COUNTY GOVERNMENTAL CENTER, CONCORD, NORTH CAROLINA, AT WHICH ANY PERSON MAY BE HEARD CONCERNING THE PLAN OF FINANCING. ANY PERSON WISHING TO COMMENT IN WRITING ON THE PLAN OF FINANCING MAY DO SO BY DELIVERING SUCH COMMENTS TO THE UNDERSIGNED AT 65 CHURCH STREET SE, CONCORD, NORTH CAROLINA, 28026, WITHIN 5 DAYS FROM THE DATE OF PUBLICATION OF THIS NOTICE.

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

Publish: Sunday, March 4, 2018.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**MARCH 12, 2018  
4:00 P.M.**

---

### **AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

### **SUBJECT:**

Finance - Workers' Compensation Fund Budget Amendment

### **BRIEF SUMMARY:**

Finance annually reviews revenues and expenditures of the Workers' Compensation Fund based on actual activity that as occurred as well as any anticipated activity. Based on this analysis, the attached budget amendment is being submitted. This budget amendment increases revenue estimates due to insurance refunds received, revises the insurance and bonds expenditure account due to paying for a workers' comp audit and revises the budget for insurance claims based on a projected increase in workers' comp claims that will be paid this fiscal year. The budget amendment also appropriates fund balance to cover the short falls.

### **REQUESTED ACTION:**

Motion to approve the Workers' Compensation Budget Amendment.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Susan Fearington, Finance Director  
Kyle Bilafer, Area Manager of Operations

### **BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**BUDGET AMENDMENT:**

**ATTACHMENTS**

- [Fd 600 - Worker's Comp](#)
-



**Budget Revision/Amendment Request**

Date: March 19, 2018

Amount: \$240,811.00

Dept. Head: Susan Fearington - Prepared by Staff

Department: Finance

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

**Purpose:** This budget amendment is to appropriate fund balance in the Workers' Compensation Fund due to a projected increase in claims that will be paid this fiscal year. Revenues are being revised due to insurance refunds that have been received. The budget for insurance and bonds is also being revised due to paying for a workers' comp audit.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
600	6	1916-6804	Insurance Refunds	-	5,358.00	-	5,358.00
600	6	1916-6901	Workers Comp Fund Balance	-	235,453.00	-	235,453.00
600	9	1916-9641	Workers Comp Claims	694,500.00	234,000.00	-	928,500.00
600	9	1916-9640	Workers Comp Insurance and Bonds	120,000.00	6,811.00	-	126,811.00
<b>Total</b>							<b>0.00</b>

**Budget Officer**

- Approved  
 Denied

**County Manager**

- Approved  
 Denied

**Board of Commissioners**

- Approved  
 Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**WORK SESSION**

**MARCH 12, 2018**  
**4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

**SUBJECT:**

Infrastructure and Asset Management - Discussion of Construction Manager at Risk for the Courthouse Project

**BRIEF SUMMARY:**

The County's Area Manager of Operations will discuss the Construction Manager at Risk (CMAR) process and its potential value to the courthouse project.

**REQUESTED ACTION:**

Motion to authorize the use of Construction Manager at Risk Process for courthouse construction delivery method, GS 143.128.1A.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**ATTACHMENTS**

- [Description of options](#)
  - [Construction Manager at Risk \(CM@R\) Services](#)
-

# Basic Legal Requirements for Construction Contracting with North Carolina Local Governments

Norma Houston  
UNC School of Government<sup>1</sup>

Local governments in North Carolina are subject to specific legal requirements that govern contracting for construction and repair projects. This outline summarizes basic procurement requirements under North Carolina law, specific legal requirements for construction and repair contracts, additional legal requirements for projects involving public buildings, and exceptions to competitive procurement requirements specific to construction and repair projects.

## I. Basic Public Procurement Requirements

Public entities, including local governments, must comply with all applicable competitive bidding requirements to avoid the contract being rendered void and unenforceable. Local governments may not assume responsibility for construction contracts or guarantee payments for materials or labor unless all competitive bidding requirements are followed. [G.S. 143-129(b)]<sup>2</sup>

### Basic Procurement Method Analysis: Contract Type + Cost = Procurement Method

To know which procurement method is required for a specific contract, first identify the type of contract and that contract’s estimated cost:



#### 1. Type of Contract

- a. Purchase – purchase of supplies, materials, apparatus, and equipment
- b. Construction and repair

<sup>1</sup> This outline was originally prepared with the generous assistance of Eileen Youens, former Assistant Professor of Public Law with the School of Government. <http://youensconsulting.com/>.

<sup>2</sup> *Howkins v. Town of Dallas*, 229 N.C. 561, 50 S.E.2d 561 (1948); *Nello L. Teer Co. v. North Carolina State Hwy. Comm’n*, 265 N.C. 1, 143 S.E.2d 247 (1965).

- c. Mini-Brooks Act services – surveying, architectural, engineering, construction management-at-risk, design-build, design-build bridging, and public-private partnership
- d. Everything else (example: service contracts not subject to Mini-Brooks Act)

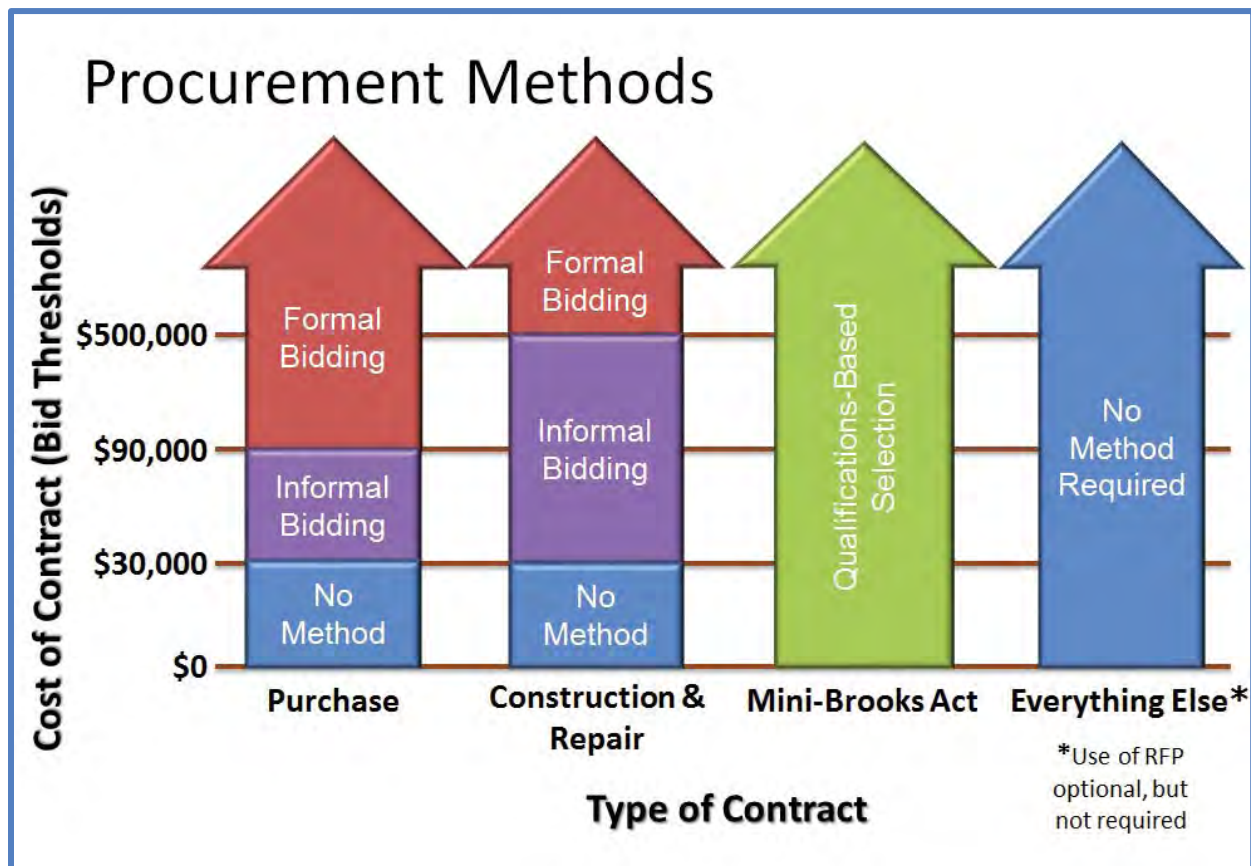
**2. Cost (Bid Thresholds)**

- 1. \$30,000 – informal bid threshold for purchase and construction & repair contracts
- 2. \$90,000 – formal bid threshold for purchase contracts
- 3. \$500,000 – formal bid threshold for construction & repair contracts

**3. Procurement Methods**

- a. Informal bidding - purchase and construction & repair contracts
- b. Formal bidding - purchase and construction & repair contracts
- c. Qualifications-based selection (QBS) - required for Mini-Brooks Act services
- d. Request for Proposals (RFP) - optional for all service contracts other than Mini-Brooks Act services

The chart below combines the type of contract, bid thresholds, and procurement methods:



## II. Specific Bidding Requirements for Construction/Repair Contracts

The following legal requirements apply to all construction and repair contracts, including contracts for building construction and repair, unless otherwise noted. They are organized in a step-by-step outline that generally follows the construction contracting process.

### *Step 1: Develop project specifications*

1. **Selecting project designers** – In hiring an architect and/or engineer, a local government must use the Qualifications Based Selection (QBS) process unless the local government exempts itself. [G.S. 143-64.31, -64.32]
2. **Licensure requirements notice** – Architects and/or engineers preparing specifications must include information about licensure requirements in the invitation to bidders and project specifications. [G.S. 87-15]

### *Step 2: Solicit bids*

1. **Informal bidding** – Bids for projects in the informal bidding range must be “secured.” The statutes do not specify any particular requirements for securing informal bids, so local governments can solicit by any method they choose, such as a newspaper ad, website posting, email, mail, or phone. [G.S. 143-131(a)]
2. **Formal bidding** – Formal advertisement is required for projects in the formal bidding range. Advertisements must meet statutory requirements:
  - a. Advertise in a newspaper of general circulation within the local government’s jurisdiction, by electronic means, or both, for at least 7 full days before the bid opening; advertising by electronic means only requires governing board approval at a regular meeting.
  - b. Advertisement must include the time and location where plans and specifications are available, the time, date, and location of the bid opening, and a statement reserving the local government’s right to reject any and all bids. [G.S. 143-129(b)]

### *Step 3: Receive bids (form of bids)*

1. **Informal bids may be received in any form** – Informal bids are not required to be sealed or received in any form, so they may be received via fax, electronically, by phone, or in any other form specified by the local government. [G.S. 143-131]

2. **Formal bids must be received sealed** – Formal bids must be received sealed and in paper form. Unlike formal purchase bids, formal construction bids cannot be received electronically [G.S. 143-129.9]; no formal bids may be received by fax or phone.
3. **Formal bids must remain sealed** – Knowingly opening a formal construction bid envelope or package prior to the date and time of opening without the bidder's permission is a Class 1 misdemeanor. [G.S. 143-129(b)]

#### Step 4: Open Bids

1. **Informal bids** – Informal bids are not required to be opened at a public bid opening. [G.S. 143-131]
2. **Formal bids** – Formal bids must be opened in public at the time, date, and location advertised in the notice. [G.S. 143-129(b)]
  - a. **Minimum number of bids for formal bid opening** – Bids in the formal bidding range cannot be opened unless the local government receives 3 bids from qualified and reputable contractors regularly engaged in their respective lines of work. If 3 bids are not received, the local government must re-advertise. If 3 bids are still not received, the local government may award to the lowest responsive, responsible bidder, even if only one bid is received. Bids received without an accompanying bid deposit/bond (see 3b below) cannot be counted toward 3-bid minimum. [G.S. 143-132; G.S. 143-129(b)]
  - b. **Bid deposit/bond** – Bids on projects in the formal bidding range must be accompanied by a bid deposit in the amount of at least 5% of the bid and must be in the form of cash, cashier's check, certified check, or bond. The bid deposit/bond must accompany the bid *at the time* the bid is filed with the local government; bids received without an accompanying bid deposit/bond *cannot* be opened and *do not* count toward the 3-bid minimum (see 2a above). The winning bidder forfeits his bid deposit/bond if he does not execute the contract within 10 days after award *or* fails to provide performance and payment bonds (See Step 8, 1 and 3). [G.S. 143-129(b); G.S. 143-132]
  - c. **When bidders may withdraw their bids** – A formal bid can be withdrawn without penalty (meaning the bid deposit is not forfeited) at any time *before* the bid opening. However, *after* bids have been opened, a bidder can withdraw his bid without penalty *only* if the bid price was based on a substantial error or omission that was clerical (not a judgment error), and the bid was submitted in good faith. The bidder must submit a written request to withdraw the bid within 72 hours after the bid opening unless the bid instructions allow a longer time. The local government must promptly hold a hearing on the bidder's request, and must issue a written decision within 5 days of the hearing. The bidder may appeal a denial to

withdraw his bid to Superior Court within 20 days of receiving the local government's ruling. Any bidder who withdraws may *not* rebid on the project or provide materials, equipment, or labor to a contractor or subcontractor performing on the contract from which the bidder withdrew without the written permission of the local government; a violation of this second prohibition is a Class 1 misdemeanor. A withdrawn bid counts toward the 3-bid minimum required for formal bid opening. [G.S. 143-129.1]

3. **When bid documents become public records** – Bid documents submitted by bidders eventually become open to public inspection<sup>3</sup>. The point in time when bids submitted by bidders become public varies depending on the procurement method.
  - a. **Below informal bidding range** – Bid documents become open for public inspection when they are received by the local government (or, if sealed, when opened).
  - b. **Informal bidding range** – The record of bids (and bid documents) become open for public inspection when the contract is awarded.
  - c. **Formal bidding range** – Bid documents become open for public inspection when the bids are opened at the public bid opening.

#### **Step 5: Evaluate Bids**

1. **Evaluation** – Once bids are received (informal) or opened (formal), the local government must evaluate bids to determine if the bids conform to the project specifications and meet all applicable legal requirements.
2. **Bidders must be licensed** – A licensed general contractor must oversee the project if it costs over \$30,000. [G.S. 87-1(a)] General contractor oversight is not required if the local government is acting as its own general contractor by using its own forces. [G.S. 143-135, G.S. 87-1(b)(2)] If the local government is acting as its own general contractor, it must submit an owner-contractor affidavit to the local building inspector attesting to its eligibility to act as its own general contractor. [G.S. 87-14]<sup>4</sup>

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<sup>3</sup> Information in bids that is a “trade secret” remains confidential even after the bid becomes public. [G.S. 132-1.2; G.S. 66-152] For more information on trade secrets, see, Youens, Eileen, “[Bidding Confidential](#),” Coates’ Canons Local Government Law blog, UNC School of Government, April 8, 2010. For more information on when bid documents become public records, see Youens, Eileen, [When are Bids and Proposals Subject to Public Inspection?](#), LGLB No. 119, UNC School of Government (February 2009).

<sup>4</sup> The affidavit requirement for owner-contractor construction projects was enacted by the General Assembly in 2011 ([S.L. 2011-376](#)). More information about this new requirement and a sample affidavit are available on the SOG’s [Local Government Purchasing and Contracting website](#) under “[Legislative Updates](#).”



3. **Record of bids** – For bids on projects in the informal bidding range, local governments must keep a record of all bids received [G.S. 143-131]; bids on projects in the formal bidding range are normally summarized in bid tabulations.
4. **Negotiations with bidders** – The local government cannot negotiate with bidders on projects in the formal bidding range unless the bid submitted by the apparent lowest responsive, responsible bidder exceeds funds available for the project. In this case, the local government may negotiate with that bidder and make “reasonable” changes in specifications and plans to bring the contract price to within funds available, and then it may award the contract to that bidder. If negotiations are unsuccessful, the project must be re-bid. [G.S. 143-129(b)]

### **Step 6: Determine Successful Bidder (Standard of Award)**

1. **Standard of Award** – For projects in both the informal and formal bidding ranges, the local government must award the contract to the lowest, responsive, responsible bidder taking into consideration quality, performance, and time specified in proposals for performance of the contract. [G.S. 143-129(b), G.S. 143-131(a)]
  - a. **Lowest cost** – The lowest proposed cost among all bidders for the contract.
  - b. **Responsive Bid** – Bid documents conform to bid specifications and meet all applicable legal requirements.<sup>5</sup>
  - c. **Responsible Bidder** – North Carolina courts have interpreted “responsible” to imply “skill, judgment and integrity necessary to the faithful performance of the contract, as well as sufficient financial resources and ability.”<sup>6</sup>
2. **Waiving deviations** – Minor deviations or defects in bid submittals (which goes to the *responsiveness* of the bid) can be waived if the waiver does not disadvantage other bidders; the local government cannot waive material deviations in bid submittals or statutory requirements (such as advertised deadlines, bid deposits, and licensure requirements). Under no circumstances may the bidder modify or correct his bid.

### **Step 7: Award the Contract**

1. **Projects below informal bidding range** - Governing board approval is not required (unless by local policy); the contract can be awarded by any official or employee authorized by the governing board to award contracts on behalf of the local government.

<sup>5</sup> *Prof'l Food Servs. Mgmt. v. N.C. Dep't of Administration*, 109 N.C. App. 265, 426 S.E.2d 447 (1993).

<sup>6</sup> *Kinsey Contracting Co. v. City of Fayetteville*, 106 N.C. App. 383, 385, 416 S.E.2d 607, 609, *disc. review denied*, 332 N.C. 345, 421 S.E.2d 149 (1992).

2. **Project in the informal bidding range** – Governing board approval is not required (unless by local policy); the contract can be awarded by any official or employee authorized by the governing board to award contracts on behalf of the local government.
3. **Projects in the formal bidding range** - Governing board approval is required and cannot be delegated to an individual officer or employee. [G.S. 143-129(a)]

### Step 8: Execute the Contract

1. **Who can execute** – Contracts for projects in both the informal and formal bidding ranges (as well as contracts below the statutory competitive bidding threshold) can be executed by the governing board chair or any other official or employee authorized by board to execute contracts on behalf of the local government. The statutes do not impose a specific time frame within which the *local government* must execute the contract. However, for contracts in the formal bidding range, the *contractor* is required to execute the contract within 10 days of award or else forfeit his bid deposit/bond (see Step 4, 2b). [G.S. 143-129(b)]
2. **Contracts must be in writing** – For cities, *all* contracts must be in writing *regardless* of the cost of the contract, so *all* municipal contracts for construction and repair work *must* be in writing. [G.S. 160A-16] For other local governments, written contracts are statutorily required for construction and repair projects in the formal bidding range.<sup>7</sup> [G.S. 143-129(c)] In light of the North Carolina Court of Appeals’ recent interpretation of the preaudit requirement (see Kara Millonzi’s [blog post](#) on these cases), local governments should no longer enter into *any* oral contracts, *even if* state statutes do not require the contract to be in writing.
3. **Performance and Payment Bonds** – For projects costing more than \$300,000,<sup>8</sup> performance and payments bonds must be received from *each* contractor with a contract costing over \$50,000. Each bond must be for 100% of the contract amount and must be executed by a NC-licensed surety. Bonds are effective when the contract is awarded. If contractor does not provide performance and payment bonds, the contractor forfeits his bid bond/deposit. If a public official or employee who is responsible for obtaining performance and payment bonds does not do so, that official or employee is guilty of a Class 1 misdemeanor. [G.S. 44A-26; G.S. 44A-32; G.S. 143-129(b), (c)]

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<sup>7</sup> When purchasing supplies, materials, apparatus, and equipment, the Uniform Commercial Code requires a written contract for the sale of goods costing \$500 or more. This requirement does not apply to construction and repair contracts.

<sup>8</sup> Note that the \$300,000 amount is less than the \$500,000 threshold for projects in the formal bidding range.

1. **Performance Bond** – A performance bond protects the *public entity* by ensuring faithful performance of the contractor in accordance with the plans, specifications and terms of the contract.
2. **Payment Bond** – A payment bond protects *subcontractors* by ensuring prompt payment for all labor and materials for which the contractor or subcontractor is liable.

### **Step 9: Contract Management: Retainage**

1. **Retainage** – Retainage is the amount of payment the local government withholds (“retains”) until the construction project has been satisfactorily completed. Retainage is *not allowed* on projects costing less than \$100,000. For projects costing \$100,000 or more, specific requirements apply to the amount of payment that may be withheld and when payments may be withheld at various points during the construction project:
  - a. Until the project is 50% complete, the local government cannot retain more than 5% per periodic payment owed to the prime contractor.
  - b. When the project is 50% complete, no further retainage is allowed as long as performance is satisfactory.
  - c. When a certificate of substantial completion is issued or upon beneficial occupancy, all remaining retainage must be released, although the local government may retain up to 2 ½ times the value of remaining work to secure completion or correction of that work.
  - d. “Line-item” release of retained funds is required for “early finishing trades” (subcontractors who complete 100% of their work before the project is 50% complete<sup>9</sup>).

In addition to these requirements, local governments may also withhold additional amounts in certain instances generally involving unsatisfactory performance and defective workmanship. [G.S. 143-134.1]

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<sup>9</sup> “Early finishing trades” include structural steel, piling, caisson, and demolition. [G.S. 143-134.1(b2)]

### III. Additional Requirements for Large Building Construction & Repair Contracts

The following legal requirements apply to the erection, construction, alteration, or repair of a building where the cost of the contract is *over \$300,000* (unless otherwise noted). These requirements are *in addition* to the requirements for construction and repair contracts outlined in Section II.

#### *Step 1: Develop Project Specifications*

1. **Drawing plans** – Plans and specifications for certain building projects involving the expenditure of public funds must be prepared by an architect or engineer or both, depending on project. The architect and/or engineer must be “particularly qualified by training and experience for the type of work involved.” [G.S. 133-1.1] Projects subject to this requirement are those costing over:<sup>10</sup>
  - a. \$300,000 for repairs not involving major structural change in framing or foundation support systems;
  - b. \$100,000 for repairs affecting “life safety systems;”
  - c. \$135,000 for repairs involving major structural changes in framing or foundation support systems; and
  - d. \$135,000 for construction of, or additions to, public buildings.
2. **Separate specifications** – Separate specifications are required for “subdivisions or branches” of work on the project, meaning certain trades as well as general construction work:
  - a. HVAC and cold storage with a cooling load of 15 tons or more;
  - b. plumbing and gas fittings;
  - c. electrical; and
  - d. all other general work.  
[G.S. 143-128(a)]
3. **Limitations on specifications** – Architects, engineers, and project designers (collectively referred to as “designers”) are subject to certain limitations in drawing project specifications, *regardless* of the cost of the project. Violations are a Class 1 misdemeanor. These limitations are:

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<sup>10</sup> Projects that are not required to be prepared by an architect and/or engineer must receive a certificate of compliance with the State Building Code unless the project (i) is approved by State Construction Office, (ii) is exempt from the State Building Code, or (iii) costs less than \$100,00 and does not involve the alteration of life safety systems. [G.S. 133-1.1(d)]

- a. **Financial interest in materials** – Designers cannot knowingly include specifications for building materials, equipment, or other items manufactured, distributed, or sold by a company in which the designer is a partner, officer, employee, agent or substantial stockholder. [G.S. 133-1]
  - b. **Manufacturer drawing plans** – Designers cannot employ or allow a manufacturer to draw plans or specifications. [G.S. 133-2]
  - c. **Brand names** – Designers must include in plans the specific performance and design characteristics of materials. Where it is impossible or impracticable to include these specifications, brand names for materials can be used, but only if at least three examples that are of equal or equivalent design are included and the specifications indicate that brand names are being used to convey the general style, type, quality, and character of the desired product. If it is impossible to list three or more items, then as many items as are available must be cited. If the unit wishes to specify a brand name product or materials as a preferred brand name alternate, performance standards that support the brand name item must be listed and approved in advance by the owner in an open meeting.<sup>11</sup> [G.S. 133-3]
4. **Certain large buildings approved by DOI** – Plans for buildings that are 20,000 sq. ft. or larger must be approved by the NC Department of Insurance for fire safety. If DOI approval is delayed, the local government may seek approval from the State Building Commission. [G.S. 58-31-40(b)]
  5. **Project expediter** – The local government can specify *in its bid documents* that one of the contractors may be assigned responsibility for expediting the construction project. The project expediter can make recommendations on payments to contractors and, if required by the contract, is responsible for developing a project schedule with input from contractors and subcontractors. [G.S. 143-128(e)]

## Step 2: Solicit Bids

1. **Construction methods** – For building construction projects costing more than \$300,000, local governments can only use the following statutorily authorized construction methods. A local government may choose, at its discretion, the specific method it wishes to use.<sup>12</sup> [G.S. 143-128]

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<sup>11</sup> Governing board approval is not specifically required under G.S. 133-3; the approval may be made by an employee to whom this authority has been delegated by the governing board. The meeting at which the approval is given must be open to the public, which suggests reasonable public notice of the meeting (following the public notice procedures for a special meeting of a public body is one recommended approach).

<sup>12</sup> For a discussion of the effectiveness of the authorized construction methods, see Riecke, Valerie Rose, [Public Construction Contracting: Choosing the Right Project-Deliver Method, Popular Government](#), Vo. 70, No. 1, UNC School of Government, (Fall 2004).

- a. **Separate- (or Multi-) Prime** – The local government accepts bids separately and awards to the lowest responsive, responsible bidder for each category of work (“branches or subdivisions”; see Step 1, 2 above) for which separate specifications are required: (i) HVAC and cold storage with a cooling load of 15 tons or more; (ii) plumbing and gas fittings; (iii) electrical; and (iv) all other general work. Additional categories of work also can be contracted separately. Each contractor is directly responsible to the local government and to other contractors for full performance of his or her contract. [G.S. 143-128(b)]
- b. **Single-Prime** – The local government accepts bids from general contractors for the *entire* project and awards to the lowest responsive, responsible bidder, and the general contractor contracts with subcontractors for branches or divisions of work on the project. The bidders must identify on their bids the subcontractors for HVAC, electrical, plumbing, and general work. Once the contract is awarded, the general contractor is directly responsible to the local government, and subcontractors are directly responsible to the general contractor. The winning contractor cannot substitute subcontractors unless (i) the contractor determines that a subcontractor’s bid is nonresponsive or nonresponsible; (ii) a subcontractor refuses to enter into the contract; or (iii) with approval by the local government if the contractor shows good cause for the substitution. [G.S. 143-128(d)]
- c. **Dual bidding (both Separate- and Single-Prime)**<sup>13</sup> – The local government may choose to accept both separate-prime and single-prime bids for the same project, and then award the contract to the lowest responsive, responsible bidder in either category. In determining whether to award on a separate-prime or single-prime basis, the local government may consider the costs of construction oversight, time for completion, and other factors it deems appropriate. Separate-prime bids must be received – but not opened – one hour before the deadline for single-prime bids. A separate-prime bidder cannot underbid his bid to a single-prime contractor. For projects in the formal bidding range (\$500,000 or more), in counting bids to determine if the 3-bid minimum requirement for opening has been met, each single-prime bid counts as one bid, and each full set of separate prime bids in the 4 branches or divisions specification categories counts as one bid. If 3 single-prime bids are received but a full set of separate-prime bids is not, no separate-prime bids can be opened. [G.S. 143-128(d1), G.S. 143-132]
- d. **Construction Management at Risk (CM@R)** – Under a construction management at risk contract, the construction manager, who must be a licensed general contractor, provides construction management services such as preparing and coordinating bid packages and construction administration, and guarantees the cost of the project. The construction manager at risk acts as the fiduciary of the local government in

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<sup>13</sup> Technically speaking, dual bidding is not a contracting method, but rather a bidding method.

handling and opening bids and awarding contracts. While the construction manager manages the project, plans and specifications must be drawn by a licensed architect or engineer who contracts directly with the local government. The construction manager at risk contract is covered by the Mini-Brooks Act and must be selected using the QBS method unless the local government exempts itself. [G.S. 143-128.1, G.S. 143-64.31, -32]<sup>14</sup>

- e. **Design-Build (DB) and Design-Build Bridging (DBB)** – Under these construction delivery methods, the design-builder contracts to provide both design services (architectural and engineering) and construction services under one contract. A design-build contract is subject to a specific statutory RFQ process and the design-builder is initially selected based on qualifications, not estimated costs of the contract. Consistent with the Mini-Brooks Act (G.S. 143-64.31), contract costs can only be negotiated after the best qualified design-builder is initially selected. [G.S. 143-128.1A]

A design-build bridging contract differs from a design-build contract in two primary ways. First, the unit of government contracts separately with a project designer to design 35% of the project and contracts with a design-builder to complete project design and perform construction services. Second, the design-build contract is awarded to the lowest responsive responsible bidder based on estimated costs of performing general contract conditions, design services, and construction services. Design-builders submit these cost estimates with their bids. [G.S. 143-128.1B]

- f. **Public-Private Partnership (P3)** – Under this contracting method, the unit of government contracts with a private developer to jointly develop a capital construction project. The developer is selected based on qualifications through a competitive RFQ process and is required to finance at least 50% of the project cost. [G.S. 143-128.1C]
- g. **Alternative methods** – Alternative construction methods are *only* allowed for building construction and repair projects costing \$300,000 or more if approved by the State Building Commission or by legislative action. Alternative construction methods can be used for building construction and repair projects costing less than \$300,000 as well as all non-building construction and repair projects regardless of cost. [G.S. 143-128(a1)(5), G.S. 143-135.26(9)]

- 2. **HUB Participation Goals and Efforts**<sup>15</sup> – Local governments must establish an appropriate verifiable goal for historically underutilized business participation in the

<sup>14</sup> The ability of a local government to exempt itself from the Mini-Brooks Act is limited to contracts with an estimated fee of less than \$50,000.

<sup>15</sup> For more information on HUB requirements, see *HUB Participation in Building Construction Contracting by N.C. Local Governments: Statutory Requirements and Constitutional Limitations*, by Norma R. Houston and Jessica Jansepar Ross, LGLB No. 131, February 2013. <http://sogpubs.unc.edu/electronicversions/pdfs/lglb131.pdf>

total value of all building construction projects costing \$30,000 or more.<sup>16</sup> Goals are adopted after notice and public hearing. A “historically underutilized business” is defined as a business that is at least 51% owned and managed by minority or socially and economically disadvantaged persons. A “minority person” is a citizen or lawful permanent resident who is either (i) African American; (ii) Hispanic; (iii) Asian American; (iv) American Indian; (v) handicapped; or (vi) female. A “socially and economically disadvantaged person” is someone who qualifies as such under federal law.<sup>17</sup> HUB’s must be certified by the NC Office for Historically Underutilized Businesses to count toward meeting participation goals.

In addition to adopting HUB participation goals, local governments and, in some instances bidders, must engage in efforts to recruit HUB participation in certain building construction projects; these efforts vary depending on the cost and funding source of the project.

[G.S. 143-128.2(a), (g); G.S. 143-128.4(a), (a1), (b), ((e); 15 U.S.C. 673(a)(5)-(6)]

- a. **Building construction projects in the informal bidding range (\$30,000-\$500,000)** – Local governments must (i) solicit HUB participation in contracts; (ii) document efforts to recruit HUB participation; (iii) maintain a record of HUB contractors solicited; and (iv) report all data on HUB participation efforts to the NC Office for Historically Underutilized Businesses. [G.S. 143-131(b)]

It is important to note an inconsistent overlap in the statutory requirements for HUB participation for building construction projects costing between \$300,000 and \$500,000. While one statute (G.S. 143-131) imposes the HUB solicitation and reporting requirements described in this subsection on construction projects in the informal bidding range – which extends to projects costing up to \$500,000 – another statute (G.S. 143-128.2) imposes more stringent requirements on building projects costing \$300,000 or more (these requirements are described in the next subsection). *For projects costing between \$300,000 and \$500,000, the safest course of action is to follow the more stringent requirements of G.S. 143-128.2.*

- b. **Building construction projects costing \$300,000 or more** – Local governments must establish *good faith efforts* for HUB participation prior to bid solicitation. Good faith efforts to encourage HUB participation apply to both local governments and bidders:
  - i. **Local government good faith efforts obligations** – The local government must (i) develop and implement a HUB outreach plan; (ii) attend scheduled pre-bid conferences; (iii) notify interested HUBs of the opportunity to bid on a project at

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<sup>16</sup> HUB participation efforts do not apply to building construction projects costing less than \$30,000 or to any construction or repair projects not involving public buildings. Local governments may choose to apply these goals to these categories of projects under their local policies.

<sup>17</sup> 15 U.S.C. 637(a)(5).



least 10 days prior to bid opening; and (iv) advertise the project through media outlets likely to inform HUBs of the opportunity to bid. Local governments also must report certain information regarding each building project to the NC Office for Historically Underutilized Businesses. [G.S. 143-128.2(e); G.S. 143-128.3]

- ii. **Bidder good faith efforts obligations** – The local government must require bidders to take certain actions to encourage HUB participation in their bids. 10 specific actions are listed in the statute. The NC Office for Historically Underutilized Businesses assigns points to be awarded for compliance with the statutory list. Each action can be assigned up to 10 points. No contractor can be required to earn more than 50 points. While bidders must make good faith efforts to solicit HUB participation, the level of minority participation in bidders' bids does not affect the contract award decision. The lowest responsive, responsible bidder standard of award still applies regardless of the level of minority participation. However, failure to submit required documents of good faith efforts renders the bid nonresponsive (see documentation requirements in subsection (3) below). [G.S. 143-128.2(f); 1 NCAC 30I.0102]
  - iii. **Additional bidder documentation obligations** – When submitting a bid, bidders must (i) identify *on their bid* the HUB businesses used on the project; and (ii) include an affidavit listing the bidder's good faith efforts to solicit HUB participation (these good faith efforts are described in subsection (ii) above) and the total dollar value of work to be performed by HUBs.<sup>18</sup> Prior to contract award, the apparent low bidder must submit either (1) an affidavit describing the percentage of HUB work which is equal to or greater than the local government's minority participation goal; or (2) documentation of the bidder's good faith efforts to meet the local government's HUB participation goal. Within 30 days after contract award, the winning bidder must submit a list of all subcontractors that will be used on the project. Failure to provide documentation of good faith efforts is grounds for rejecting the bid. [G.S. 143-128.2(c)]
- c. **Building construction projects funded with state funds costing more than \$100,000** – Local governments must have a 10% goal for HUB participation in the "total value" of the work.<sup>19</sup> If the project costs between \$100,000 and \$300,000, HUB participation is solicited using informal bidding procedures (see 2a above) If the project costs \$300,000 or more, more stringent HUB participation requirements apply (see 2b above) [G.S. 143-128.1(a)]

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<sup>18</sup> If a bidder proposes to perform the work with its own forces (employees), it can submit an affidavit to this effect in lieu of the HUB participation affidavit.

<sup>19</sup> Local governments that adopted different goals prior to December 1, 2001, may continue to rely on those goals if the local government continues to have a justifiable basis.

### **Steps 3-8: Receive, Open, and Evaluate Bids, Determine Successful Bidder, and Award and Execute the Contract**

For these steps in the construction contracting process, there are no special requirements for large building construction and repair projects beyond those required for all construction and repair projects (See Steps 3-8 in Section II).

### **Step 9: Contract Management: Dispute Resolution**

1. **Dispute Resolution Procedures** – Local governments are required to use the dispute resolution process adopted by the State Building Commission (see State Building Commission [Dispute Resolution Rules](#)), or else adopt another dispute resolution process that includes mediation. This requirement applies to *all* public building construction projects *regardless of the cost of the project*.<sup>20</sup> The dispute resolution process must be made available to all parties involved in the construction project. The local government may set minimum thresholds for the dollar amount of the dispute (the threshold cannot exceed \$15,000), and may require that the parties participate in mediation prior to initiating litigation. [G.S. 143-128(f1),(g)]

## **IV. Exceptions to Competitive Procurement Requirements**

Construction and repair projects costing \$30,000 or more are exempt from competitive bidding requirements in certain circumstances.

1. **Force Account Work** – Local governments may use their own forces (employees) on construction and repair projects when the total cost of the project is less than \$125,000 *or* the total cost of the labor is less than \$50,000. The work must be performed by employees on the permanent payroll, and approved by the governing board. If the cost of the project is over \$30,000, the local government must submit an owner-contractor affidavit to the local building inspector attesting to its eligibility to act as its own general contractor in lieu of hiring a licensed general contractor to supervise the project.<sup>21</sup> [G.S. 143-135; G.S. 87-14]
2. **Change Orders** – Changes made to the project after award of the contract are not subject to competitive bidding requirements if the original contract was competitively

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<sup>20</sup> The statutes are internally inconsistent on whether a dispute resolution process is required for separate-prime contracts. G.S. 143-128(e) states that the public body “may” provide for a dispute resolution process for separate-prime contracts. However, G.S. 143-128(g) states that the dispute resolution process under subsection (f1) “shall” apply to “any erection, construction, alteration, or repair” of public buildings. Since the language in subsection (g) was enacted after the language in subsection (e), it is reasonable to assume that the General Assembly intended the dispute resolution process to apply to separate-prime contracts as well as all other public building construction projects. (See S.L. 2001-496).

<sup>21</sup> More information about the owner-contractor affidavit requirements and a sample affidavit are available on the School of Government’s [Purchasing and Contracting website](#) under “[Legislative Updates](#).”

bid. There is no limitation on the dollar amount of change order work, but use of change orders should be limited to circumstances that were unforeseen when the contract was awarded. [G.S. 143-129(e)(4)]

3. **Emergencies** – Construction and repair work arising from situations involving public health and safety is exempt from competitive bidding requirements. Use of this exception should be limited to situations involving an imminent or immediate threat to public health and safety; the exception is not allowed if the local government can comply with competitive bidding requirements without exacerbating the threat to public health and safety or damage to property.<sup>22</sup> [G.S. 143-129(e)(2)]
4. **Guaranteed Energy Savings Contracts (GESC)** – A GESC is a contracting and financing method for the repair or upgrade of existing buildings (not new construction) that involve energy-saving improvements where the total cost of the contract is paid for with the energy savings, and the contractor guarantees the amount of energy savings over the life of the contract. A special RFP process is required for advertising, evaluating, and awarding a GESC. [G.S. 143-64.17, -64.17A, -674.17B; G.S. 143-129(e)(8)]
5. **Solid Waste Management and Sludge Management Facilities** – In lieu of competitive bidding procedures, a special RFP process may be used for the design, operation, and construction of solid waste and sludge management facilities. [G.S. 143-129.2]

## V. Resources

### *Websites and Manuals:*

- ❖ School of Government [Local Government Purchasing and Contracting website](#)
- ❖ School of Government [Coates' Canons: NC Local Government Law Blog](#)
- ❖ State Construction Office [Guidelines](#)
- ❖ Department of State Treasurer [Purchasing and Contracting Checklist](#)
- ❖ Department of State Treasurer [Policy Manual for Local Governments, Section 35: Purchasing and Contracting Manual](#)
- ❖ NC Office for Historically Underutilized Businesses [Certification Program](#)
- ❖ NC Office for Historically Underutilized Businesses [Statewide Uniform Certification Procedures Manual](#)

### *Publications:*

- ❖ Fleming Bell, II, *Construction Contracts with North Carolina Local Governments*, 4<sup>th</sup> ed. (2007)
- ❖ Bluestein, Frayda, *A Legal Guide to Purchasing and Contracting for North Carolina Local Governments*, 2<sup>nd</sup> ed. (2004), with 2007 supplement.

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<sup>22</sup> *Raynor v. Town of Louisburg*, 220 N.C. 348, 17 S.E.2d 495 (1941); Houston, Norma, "[When is an Emergency Really an Emergency?](#)" Coates' Canons blog post, UNC School of Government, June 7, 2011.

- ❖ Houston, Norma, and Ross, Jessica Jansepar, *HUB Participation in Building Construction Contracting by N.C. Local Governments: Statutory Requirements and Constitutional Limitations*, Local Government Law Bulletin No. 131, February, 2013. <http://sogpubs.unc.edu/electronicversions/pdfs/lglb131.pdf>



**Request for Qualifications (RFQ)**  
**for**  
**Construction Manager at Risk (CM@R) Services**  
**for**  
**Cabarrus County New Courthouse Construction and Renovations to**  
**Existing Courthouse**

**Issued: 03/13/18**

**Submittals Due: 04/03/18**

## **Introduction**

Cabarrus County, North Carolina (“County”) is seeking to hire a qualified Construction Manager at Risk firm (“CM@R”) to provide preconstruction and construction management services for a Courthouse building and renovations to the current Courthouse located in downtown Concord (“Project”). Through this Request for Qualifications (“RFQ”), the County is seeking Qualifications Statements from interested and qualified firms.

The architect for the design of the project has been selected and based on available footprint the project will require one (1) new building and renovations to the existing Courthouse in order to house all the functions/operations that the Courthouse provides. The County projects estimated costs at 100 million dollars. A space needs study for the Courthouse was completed earlier this calendar year. The County anticipates the design process taking up to eighteen (18) months. There is an aerial provided at the end of this document detailing the location of the proposed new Courthouse building which also shows the location of the current Courthouse that renovations are proposed on.

The CM@R, or its joint venture partner, must have experience as the prime at-risk contractor, design-builder, or construction manager (either individually or as the major joint venture partner) for the construction of a minimum of three (3) similar size or larger professional or governmental and/or judicial projects to be considered for further evaluation.

## Scope of Work

The specific scope of work for the selected CM@R for the Project will be defined in the construction management agreement. However, at a minimum the following services are required of the CM@R:

Provide preconstruction phase services including cost estimating, life-cycle cost analysis, value engineering, BIM driven conflict resolution, constructability reviews, scheduling, phasing plans, etc.

- Provide and maintain Request For Information (“RFI”) and submittal logs
- Develop and maintain a master project schedule
- Prepare and maintain a cash flow analysis
- Define and prepare scopes of work for bid packages
- Develop a site management plan
- Provide construction management and general contracting services
- Develop a phasing and sequencing plan
- Establish and maintain quality control standards
- Provide Guaranteed Maximum Price (“GMP”)
- Ability to provide “As Built” BIMS

The County anticipates entering into a construction management agreement with the CM@R for both buildings as one project however that could change after as the design process progresses.

In accordance with North Carolina General Statutes Section 143-128.1 you will be required to prequalify all first tier subcontractors with assessment tools and criteria for the Project including specific prequalification scoring values jointly developed with the County.

## Project Schedule

The Project schedule has not yet been confirmed however the county anticipates starting the actual construction in fiscal year 2020 which officially starts on July 1<sup>st</sup> of 2019.

## Qualifications Statement Submittal Requirements

The following components shall be submitted to the County in a concise manner as part of the response to this RFQ. Failure to include all of the elements specified below may be cause for rejection. Additional information may be provided, but shall be succinct and relevant to this RFQ. Submittals shall be limited to 30 pages (single sided or 15 pages double sided, the 30 pages does NOT include the exhibits). Document pages shall be 8-1/2 inches by 11 inches in size. Qualifications Statements shall correspond to the sections below:

## **1. Firm Information**

- a. Firm name, mailing address (include physical location if mailing address is a P.O. Box), contact person, telephone number, and e-mail address.
- b. Type of organization (joint venture, partnership, limited partnership, corporation, etc.). If submitting as a joint venture, firm shall provide a summary of the draft agreement terms.
- c. Firm history, including background of firm's executive management and number of years the firm has been in business.
- d. Financial information:
  - Firm's total annual construction volume for the past five (5) years.
  - Name and contact information of the firm's bonding company.
  - Letter from the surety indicating the firm's current bonding capacity and the surety's willingness to bond the Project.
  - A.M. Best rating for the firm's surety, and its status to do business in North Carolina.
- e. Has the firm, or joint venture partner, ever been involved in litigation or arbitration with an owner of a similar facility? If so, please describe each instance, giving specific detail regarding the reasons for the claim and amount in dispute. Explain how the claim was resolved.
- f. Complete the form provided in Exhibit B of this RFQ and provide any additional supporting documentation the Respondent determines is warranted for the Owner to assess the Respondent's litigation history.

## **2. Relevant Experience and Capabilities**

- a. Provide confirmation that the firm and its team members are licensed to provide construction management services in North Carolina.
- b. Demonstrate the firm's experience in constructing larger professional or governmental and/or judicial projects. Provide three (3) or more examples where the firm has provided construction management services for projects similar in size and complexity (i.e. 100,000 sq. foot plus buildings, Courthouses, Jails, large governmental buildings, etc.). The selected projects should demonstrate the firm's capability, creativity and unique problem solving skills, budget and schedule compliance, and added value. The following information shall be provided for each project:
  - Owner and location of the project
  - Completion date or status of the project
  - Brief project description highlighting its key elements
  - Capacity and square footage of the project
  - Key personnel proposed for this project
  - E-mail and telephone number for references (Design team/architects, Key subcontractors and the actual owner of the project)



- Initial project budget, final cost, and type of contract

### **3. Project Team**

- a. Identify the key personnel who will be assigned to the Project.
- b. Identify the firm's single point of contact for the entire Project.
- c. Provide an organization chart clearly defining all individuals proposed for the Project.
- d. Provide resumes for each individual listed above, including the following:
  - Name and title
  - Years of experience
  - Years with firm
  - Office location
  - Education, certifications, licenses, and/or special training
  - Description of role and key responsibilities for the Project and level of involvement
  - Listing and description of relevant project experience
- e. Identify the level of commitment to the Project for each key personnel, including the project executive and lead project manager(s).

### **4. Project Approach:** Provide a narrative describing the firm's approach to the Project. The following items shall be addressed specifically:

- a. Discuss role as a team member on the Project that includes the County, owner's representative/program manager, architect, engineer, and other Project stakeholders.
- b. Discuss approach to project controls, including scope, schedule, budget and cost control, and construction quality control with examples of past success.
- c. Discuss proposed first-tier subcontractor pre-qualification and procurement procedures.
- d. Discuss project tracking / reporting: Identify tools and strategies used to track project performance.
- e. Request for Information (RFI), and shop drawings: Describe your firm's approach to handling these documents to insure accuracy and timeliness. Provide examples of applicable logs (preferably on a Project noted in the Experience category).
- f. Schedule and Staffing Plan: Describe your firm's approach to maintenance of project schedules and resolving project schedule deficiencies.
- g. Describe procurement plan to ensure completion of the Project on a timely basis.
- h. Describe practices and processes in monitoring and managing construction activities and subcontractor performance so as to minimize requests for change orders and avoid or mitigate construction related disputes.
- i. Indicate whether the firm would propose to self-perform any work on the Project and, if so, the nature of the work and the firm's capability to self-perform.
- j. Describe how the firm will ensure competitive pricing and on-time, quality performance by its subcontractors.

- k. Describe the firm's approach to creating a competitive procurement environment for the benefit of the Project.
  - l. Describe your firm's approach to identifying and mitigating potential constructability issues during the pre-construction phase
  - m. Explain your approach for resolving potential conflicts and changes in the work between your firm and 1) subcontractors, 2) Design Engineers, and 3) the Owner.
5. **Minority Participation:** Describe the program (plan) that your company has developed to encourage participation by Minority and other HUB firms to meet or exceed the goals set by North Carolina General Statute 143-128.2. Attach a copy of that plan to this proposal. Provide documentation of the Minority and other HUB participation that you have achieved over the past two years on both public and private construction projects. Outline specific efforts that your company takes to notify Minority and other HUB firms of opportunities for participation. Indicate the minority participation goal that you expect to achieve on this project. The CM@R will be required to submit a final plan for compliance with Section 143-128.2 for County approval prior to soliciting bids for the Project's first tier subcontractors.

## Selection Criteria

Qualifications Statements will be evaluated by the Selection Committee based on the firms' ability to meet the requirements of this RFQ. The Selection Committee will include members(s) of the Board of Commissioners, County Manager's office, staff from the Infrastructure and Asset Management, Information Technology Services, Sheriff's Department, and Construction Standards, Courthouse Staff. Other staff members may participate in the evaluation process as well. The primary evaluation criteria include:

1. Experience providing preconstruction and construction management services for similar projects;
2. Approach to the Project;
3. Ability to meet the established schedule;
4. Qualifications and abilities of key individuals proposed for the Project;
5. Client, subcontractor, and design references; and
6. An office in North Carolina.

## Submission Process and Timeline

Qualifications Statements shall be submitted electronically by **April 3<sup>rd</sup>, 2018**. Responses must be prepared in conformance with the guidelines described in this RFQ. Responses received after the deadline will **not** be considered.

Electronic qualification statements shall be submitted electronically in PDF format to [kdbilafer@cabarruscounty.us](mailto:kdbilafer@cabarruscounty.us). The e-mail subject line must be as follows: "CM@R Qualifications Statement - Cabarrus County New Courthouse Construction and Renovations to Existing Courthouse."

All responses are subject to public disclosure under the North Carolina Public Records Law. To the extent permissible by law, the County agrees to keep confidential any confidential proprietary information included in a response, provided that: 1) the respondent identifies the confidential proprietary portions of the response; 2) the respondent identifies as confidential and proprietary only those portions of the submittal that actually are confidential and proprietary; and 3) the respondent states why protection is necessary. Respondents shall not designate their entire response as confidential and proprietary, nor shall they so designate information that is already public.

In submitting a Qualifications Statement, each firm agrees that the County may reveal any materials contained in such response to all the County staff and the County officials involved in the selection process and to any outside consultant or other third parties who serve on the Selection Committee or who are hired by the County to assist in the selection process. Furthermore, each firm agrees to indemnify and hold harmless the County and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret.

Any information that the respondent would like to remain confidential should be e-mailed under separate cover to [kdbilafer@cabarruscounty.us](mailto:kdbilafer@cabarruscounty.us). The e-mail subject must be "PROTECTED: CM@R – Cabarrus County New Courthouse Construction and Renovations to Existing Courthouse"

### **Conditions and Reservations**

The County reserves the right to refuse and reject any or all responses to the RFQ, to advertise for new RFQ responses, or to accept any RFQ response deemed to be in the best interest of the County in its sole and exclusive discretion. The County reserves the right to waive technicalities and informalities. The County reserves the right to negotiate with one or more firms and is not obligated to enter into any contract with any respondent on any terms or conditions.

A response to this RFQ shall not be construed as a contract, nor indicate a commitment of any kind. The RFQ does not commit the County to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFQ process concerning your firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of the State of North Carolina.

Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the County unless the County and your firm execute a contract.

An authorized representative of the firm is required to certify the accuracy of all information contained in your submittal by executing the certification form attached to this RFQ as Exhibit "A".

**Exhibit A**

Certification Form

(Provide separate Certification for each Joint Venture or Partnership entity)

\*\*COMPANY NAME\*\* \*\*SEAL\*\*

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS RESPONSE TO THE REQUEST FOR PROPOSALS IS CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND BELIEF.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_

Title: \_\_\_\_\_

License number under which the project will be executed:

Name license number above is held in: STATE

OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ a Notary Public in and for the County and State aforesaid, do hereby certify that personally came before me this day and acknowledged that he is of and by that authority duly given and as an act of the foregoing instrument was signed by As, attested by him/herself as Secretary, and sealed with the common seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My commission expires:

**ATTACHMENT B – LITIGATION HISTORY**

If the Respondent replies yes to any of the questions below, please provide a full explanation with any required supporting relevant

documentation that can be legally provided.

Has your company been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination or prevailing wages within the last 10 years?

Yes            No

Have any of the following actions occurred on, or in conjunction with, any project performed by your company, affiliate, or their officers, partners, or directors in the last five years?

a.        Legal Action Initiated by Contractor against Owner

Yes            No

b.        Legal Action Initiated by Contractor against Subcontractor

Yes            No

c.        Legal Action Initiated by Owner?

Yes            No

d.        Legal Action Initiated by Subcontractor?

Yes            No

e.        Arbitrations

Yes            No

Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging?

Yes            No

Has your present company, its officers, owners, or agents ever been barred from bidding public work in North Carolina?

Yes            No

Aerial





**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**WORK SESSION**

**MARCH 12, 2018**  
**4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

**SUBJECT:**

Infrastructure and Asset Management - Discussion of Mini Brooks Act Exemption

**BRIEF SUMMARY:**

A discussion of the Mini Brooks Act Exemption is being proposed by Infrastructure and Asset Management for engineering Phase I and Phase II and surveying services.

**REQUESTED ACTION:**

Motion to approve Resolution.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations  
Tom Nunn, Contract and Risk Coordinator

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

## ATTACHMENTS

- [Example of Exemption Request](#)
  - [Mini-Brooks Resolution](#)
-





Cabarrus County Government

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**To:** Mike Downs, County Manager

**From:** Kyle Bilafer

**Date:**

**Subject:** Request for Exemption of Mini-Brooks Act/Qualification Based Selection Process

Session Law 2013-401 modified §143-64.32 requiring Qualification Based Selection for Professional Services: Units of local government may in writing exempt particular projects from this provision in the case of proposed projects where an estimated professional fee is in an amount less than \$50,000.

Cabarrus County has adopted this process and delegated the authority to exempt particular projects from this professional services process in writing to the County Manager or designee.

***This request for exemption is for the following particular project:***

**Project Name:**

**Description:**

Approval to use this exemption is evidenced by signature below:

\_\_\_\_\_  
County Manager/Designee

\_\_\_\_\_  
Date



**RESOLUTION DELEGATING THE AUTHORITY TO EXEMPT IN WRITING, PARTICULAR PROJECTS UNDER \$50,000 FROM THE STATUTORY PROCUREMENT PROCESS ESTABLISHED BY ARTICLE 3D OF CHAPTER 143 OF THE NORTH CAROLINA GENERAL STATUTES, (i.e. MINI-BROOKS ACT), TO THE COUNTY MANAGER OR DESIGNEE**

**WHEREAS,** NCGS § 143-64.31, known as the “Mini-Brooks Act,” requires local governmental units to announce all requirements for architectural, engineering, surveying, construction management at risk services, design-build services and public-private partnership construction services to select firms qualified to provide such services on the basis of demonstrated competence and qualification without regard to fee other than unit price fee; and

**WHEREAS,** NCGS § 143-64.31, provides for units of local government to exempt, in writing, particular projects from the provisions of Article 3D of Chapter 143, where an estimated professional fee is an amount less than \$50,000.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Cabarrus County that the County Manager or Designee is hereby delegated the authority to exempt, in writing, particular projects under \$50,000 in accordance with section 143-64.31 of Article 3D of Chapter 143 of the North Carolina General Statutes.

**ADOPTED this 19<sup>th</sup> day of March 2018.**

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Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

ATTEST:

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Terri Lea Hugie, Clerk to the Board



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**MARCH 12, 2018  
4:00 P.M.**

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### **AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

### **SUBJECT:**

Infrastructure and Asset Management - New Courthouse Project Design Contract

### **BRIEF SUMMARY:**

The County has worked with Silling Architects, Inc. on a programming oriented contract for the initial stages of design of the new courthouse building and renovation to the existing courthouse. The programming and initial design contract will carry the project to the point where a delivery method oriented contract will be needed for the construction design and construction administration phases of the project. That contract will also come in front of the Board of Commissioners.

### **REQUESTED ACTION:**

Motion to approve the contract between Cabarrus County and Silling Architects, Inc. 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:**

Kyle Bilafer, Area Manager of Operations

### **BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

### ATTACHMENTS

- [Hourly Rates](#)
  - [Engineer Rates](#)
  - [Cabarrus B202 Exhibits Final 3.2.18](#)
  - [Cabarrus Programming Contract for Signature 3.2.18](#)
-



t (304) 346-0565  
e info@silling.com  
w silling.com

## 2018 Hourly Rates

### Architectural

Principal	\$195/HR
Project Manager	\$175/HR
Project Architect	\$175/HR
Staff Architect	\$155/HR
Architectural Designer	\$135/HR
Interior Designer	\$135/HR
Construction Administrator	\$120/HR
CAD Technician	\$ 95/HR
Administrative	\$ 75/HR

**SCHEESER BUCKLEY MAYFIELD LLC**

**2018 RATE SCHEDULE**

The current hourly fee structure for 2018 is as follows:

Principal II .....	\$ 175.00/hr
Principal I .....	\$ 165.00/hr
Sr. Associate .....	\$ 160.00/hr
Associate .....	\$ 150.00/hr
Telecommunication Engineer .....	\$ 140.00/hr
Telecommunications Designer III .....	\$ 135.00/hr
Telecommunications Designer II .....	\$ 130.00/hr
Telecommunications Designer I .....	\$ 120.00/hr
Engineer III .....	\$ 140.00/hr
Engineer II .....	\$ 130.00/hr
Engineer I .....	\$ 120.00/hr
Engineer Trainee .....	\$ 60.00/hr
Designer III .....	\$ 125.00/hr
Designer II .....	\$ 120.00/hr
Designer I .....	\$ 110.00/hr
Clerical Manager .....	\$ 110.00/hr
Production Technician V .....	\$ 120.00/hr
Production Technician IV .....	\$ 110.00/hr
Production Technician III .....	\$ 105.00/hr
Production Technician II .....	\$ 95.00/hr
Production Technician I .....	\$ 85.00/hr
Office Support II .....	\$ 70.00/hr
Office Support I .....	\$ 65.00/hr

These hourly billing rates will be effective from January 1, 2018 through December 31, 2018.

## AIA Document B202– 2009 Standard Form Architect’s Services: Programming

### Attachment A

In the pursuit of a new Cabarrus County Courthouse, the County has developed a Master Plan that includes a Cabarrus County Courthouse Space Needs document dated December 15, 2016, and related diagrammatic level, space planning floor plans of the proposed courthouse. The space needs document is in a spreadsheet format that indicates a 230,185 GSF space requirement projected to the year 2036 with the corresponding Departmental Gross area requirements for each court and justice support offices (i.e., the District Court 48,905 NSF, Clerk of Courts 29,925 NSF, District Attorney 11,756 NSF, etc.) to be included in the facility. Additionally, each court and justice support office have a detailed line-item listing of the space needs for the number and area of offices, courtrooms, work spaces, waiting areas, etc. to be included. This prior document will be the foundation of the comprehensive **CABARRUS COUNTY COURTHOUSE BUILDING PROGRAM** to be developed by the Architect under this Agreement and will be the final deliverable leading to the design services to be included in one of the following AIA, American Institute of Architects standard agreements, predicated upon the construction project delivery method selected by the County.

#### Construction Manager at Risk

AIA Document B133 – 2014 (Associated A133-2009)

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor

#### Single Prime General Contractor

AIA Document B101 – 2017 (Associated A101)

Standard Form of Agreement Between Owner and Architect

The following scope of services will be performed under this agreement shall include the following:

#### 1. Design Kickoff Meeting

The Architect shall conduct a Design Kickoff Meeting with the Steering Committee and other representatives of the County to review the Programming and Design Phase process, project schedule, communication, and review and approval protocol.

#### 2. Court and Facility Observation

The Architect will conduct on-site observations of the courts and judicial offices indicated below to become generally familiar with the operations indicated as the initial step in program development. The County will assist the Architect by assisting in scheduling, coordination and access to the courts and offices.

- a. District and Superior Courts Court Proceedings. The Architect will observe the various proceeding types and related courtrooms listed in Attachment B of this Agreement while noting the following:
  - Volume and nature of litigants
  - Use and movement in the courtroom litigation well
  - Judges’ activities
  - Clerks’ operations
  - Court reporting method

## AIA Document B202– 2009 Standard Form Architect’s Services: Programming

- Interpretation services

### Attachment A

- Courtroom security
  - Incarcerated defendant management and movement
  - Courtroom technology
  - Video arraignment
  - Public waiting
  - Law enforcement waiting
  - Witness waiting
  - District Attorney waiting and activities
  - Public Defender waiting and activities
- b. District and Superior Court Offices
- c. Sheriff’s Court Security:
- Public screening functions noting hours of operation, staffing, screening equipment, screening procedures, volume and duration
  - CCTV surveillance system and access control system, building intrusion and alarm systems, security policies and procedures
- d. Jury Assembly
- e. Grand Jury

Each of the following offices will be observed including operations, offices, work areas, public counters and waiting areas, staff areas, records storage and retention, and technology:

- a. Clerk of Courts
- b. Admin, Estates, Special Proceedings
- c. Bookkeeping and Cashiers
- d. Civil Court
- e. Criminal Court
- f. Superior Court
- g. Guardian Ad Litem
- h. Register of Deeds
- i. Community Corrections
- j. Juvenile Probation
- k. District Attorney
- l. Mediation
- m. Infrastructure and Asset Management
- n. Information Technology

### 3. Participation in Construction Manager Interview/Selection Process

The Architect will participate in the County’s interviews of the Construction Management firms that have been selected in the RFQ submission process.



## AIA Document B202– 2009 Standard Form Architect’s Services: Programming

### Attachment A

#### 4. Peer Courthouse Tours

The Architect will assist in scheduling, and participate in the four (4) courthouse tours to the following North Carolina facilities subject to the approval of the Courts. The facilities are selected based on their relevancy as a recently constructed courthouse of similar function in reasonable proximity to Cabarrus County. Should, during the Programming process, the County wish to tour another facility, or facilities, in-lieu-of those indicated, the Architect will assist in scheduling, and participate in the alternative facilities. Each party will be responsible for all associated transportation and related expenses.

- a. Durham County Courthouse, Durham
- b. Wake County Justice Center, Raleigh
- c. Chatham County Justice Center, Pittsboro
- d. Gaston County Judicial Center, Gastonia
- e. Mecklenburg Government Center, Charlotte
- f. Union County Government Center, Monroe

#### 5. Project Visioning

The Architect will conduct an initial and a follow-up Project Visioning Session with the Steering Committee and other representatives as determined by the County to identify, prioritize, and document the overall courthouse project goals and objectives.

#### 6. Building Systems Programming

The Architect will conduct a Building-wide Programming Session with Area Operations Management, Asset management and other representatives as determined by the County to identify, prioritize, and document the County preferences and specifications for the following.

- a. HVAC Systems
- b. Electrical Lighting and Power
- c. Plumbing and Fire Protection
- d. Telecommunications
- e. Interior Finishes
- f. Doors and Hardware
- g. Access Control
- h. Millwork/Casework
- i. Site Elements

#### 7. District and Superior Court Courtroom Programming and Planning

The Architect will conduct Courtroom Programming and Planning Sessions with the Courts and other representatives as determined by the County to identify and document the following:

- a. Current and future projected use and need
- b. Scheduling and sharing
- c. Functional requirements
- d. Courtroom technology requirements

## AIA Document B202– 2009 Standard Form Architect’s Services: Programming

Based on the programming session(s) the Architect will develop Courtroom Space Planning drawings and three-dimensional digital abstract models to illustrate the size, scale, and relationship of each of the courtroom types as required by the County. The drawings shall indicate the courtroom features

### Attachment A

including judges’ bench, witness stand, clerk and other court stations, jury box where required, litigation well with counsel tables, gallery rail, and spectator seating. The courtroom modeling is intended to depict the quality of each courtroom site-line, courtroom accessibility, and the integration of courtroom technology. Upon approval of the abstract design the Architect will develop construction drawings for the purposes of the development of abstract courtroom mock-up(s).

#### **8. Abstract Courtroom Mock-up(s)**

As indicated in item 7, the Architect will develop construction drawings for the purposes of the development of abstract courtroom mock-up(s) in a facility selected by the County, and to be constructed by a third-party. It is anticipated that the abstract mock-up(s) shall be constructed of plywood or similar building materials in the actual heights of bench platforms, rails, and desk tops of the functional elements indicated in item 7. The mock up shall include simulation of evidence presentation devices such as evidence presentation carts, video monitors, and projection screens. The mock-up shall use materials to simulate the location of the courtroom(s) walls to illustrate the actual scale of the courtroom. It shall be inclusive of built-in ramps and steps to facilitate access and the exploration by all stakeholders of each court station and the related site lines throughout the courtroom. It shall be reviewed and approved by the County; and subject to any agreed-to revisions, the approved courtroom(s) to be included in the final Space Programming Document.

#### **9. Data Collection**

The Architect will collect or assist the County in the collection and documentation of the following relevant programming level project data:

- a. Site Survey: To be procured by the County
- b. Geotechnical Subsurface Investigation Report: To be procured by the County
- c. Hazardous Material Reports: To be procured by the County
- d. Existing Courthouse As-Built Conditions to include existing drawings and on-site observation
- e. Relevant code and design criteria abstract
- f. Authorities Having Jurisdiction review requirements
- g. North Carolina Administrative Office of the Courts relevant background information

#### **10. Court Technology Programming**

The Architect will conduct Court Technology Programming and Planning Sessions with representatives as determined by the County to identify and document the building-wide technology requirements.

#### **11. Courthouse Space Needs Program Requirements**

The Architect will develop comprehensive space needs requirements in the form of spreadsheets, room data sheets, adjacency diagrams and other information that details each court and justice support office. The Architect will conduct interviews with designated department managers, judges,

## **AIA Document B202– 2009 Standard Form Architect’s Services: Programming**

users, stakeholders, etc. to validate the space needs indicated in the Cabarrus County Courthouse Space Needs document dated December 15, 2016. Upon County approval of the final space needs requirements the Architect will integrate the requirements in Test Fit Studies as indicated in the following section.

### **Attachment A**

#### **12. Test Fit Studies**

The Architect will develop graphic Test Fit Studies in the form of two and three-dimensional digital drawings and computer modeling representing the initial concepts of site utilization, building orientation, departmental vertical stacking and diagrammatic block diagram level department layout of each floor. The Architect will conduct the Test Fit Studies review with the County and modify the concepts in accordance with the County’s review comments. It is anticipated that the Test Fit Studies will be used in initial reviews with the City of Concord to develop preliminary development consensus.

#### **13. Opinion of Probable Project Cost**

The Architect will develop a Program Level Opinion of Probable Project Cost based on the detailed content of the **CABARRUS COUNTY COURTHOUSE BUILDING PROGRAM** to include the following:

- a. Site Development Cost
- b. Courthouse Renovation Cost
- c. New Courthouse Construction Cost
- d. Construction Contingency
- e. Commissioning
- f. A/E Design Fee
- g. Furniture, Furnishings and Equipment
- h. Owner’s Administrative Costs
- i. Project Contingency

#### **14. CABARRUS COUNTY COURTHOUSE BUILDING PROGRAM Deliverables**

- a. Statement of Goals/Objectives
- b. Site Analysis
- c. Revised Space Needs
- d. Adjacency Diagrams and Building Stacking
- e. Building Systems Narrative
- f. Energy Performance Narrative
- g. Room Data Sheets
- h. Courtroom Diagrams/Courtroom Modeling
- i. Security Narrative
- j. Expansion Strategies – Narrative and/or Diagrams
- k. Test Fit Studies
- l. Phasing – Narratives and/or Diagrams
- m. Programming Level Opinion of Probable Project Costs

## **AIA Document B202– 2009 Standard Form Architect’s Services: Programming**

### **Attachment B**

#### **Facility Observation Schedule**

The intent of court observation is to observe as many of the different court proceedings as possible to develop a reasonable understanding of the nature of courtroom and related support facility use. The following is a preliminary District Court Observation Schedule that has been developed based on the information available on the County’s website. It is included in the agreement to illustrate the programming level intent to observe the majority of District Court case types. The proceedings indicated in **bold** font are designated for observation. The Architect will work with the Superior Court to integrate the Superior Court docket and related proceeding types into the schedule. Upon full development of the District and Superior Court Observation Schedule the Architect will work with the County to complete the overall Facility Observation Schedule to include justice support offices and operations included in paragraph 2. The schedule indicates two possible weeks as options for further consideration in the development of the final schedule.

#### **District Court Observation Schedule: April 2 – April 5**

Monday April 2:

<b>Courtroom 3 – DSS Child Support</b>	<b>Judge Wilhelm</b>	<b>8:30 AM</b>
<i>Closed proceeding?</i>		
Courtroom 6 – 1 <sup>st</sup> Appearance: Arrestment @ 9	Judge Cloninger	Video
Courtroom 4 – Regular Civil:	Judge Johnson	9:30 AM
Courtroom 2 – Regular Criminal:	Judge Hamby	9:00 AM

Tuesday April 3:

Courtroom 2 – Regular Criminal:	Judge Wilhelm	9:00 AM
Courtroom 4 – Regular Civil:	Judge Johnson	9:30 AM
<b>Courtroom 3 – Inv. Commitment/Probation Court</b>	<b>Judge Wilhelm</b>	<b>2:00 PM</b>

Wednesday April 4:

Courtroom 2 – Regular Criminal:	Judge Cloninger	9:00 AM
<b>Courtroom 3 – Domestic Violence</b>	<b>Judge Hamby</b>	<b>9:30 AM</b>
Courtroom 4 – Regular Civil:	Judge Johnson	9:30 AM

Thursday April 5:

<b>Courtroom 6 – 1<sup>st</sup> Appearance:</b> Arrestment @ 9	<b>Judge Cloninger</b>	<b>Video</b>
<b>Courtroom 2 – Regular Criminal:</b> Observe @ 10 AM after 1 <sup>st</sup> Appearance video arrestment	<b>Judge Hamby</b>	<b>9:00 AM</b>
<b>Courtroom 3 – Truancy Court</b>	<b>Judge Cloninger?</b>	<b>2:00 PM</b>
Courtroom 4 – Regular Civil:	Judge Johnson	9:30 AM

Friday April 6:

<b>Courtroom 2 – Traffic</b>	<b>Judge Cloninger</b>	<b>9:00 AM</b>
------------------------------	------------------------	----------------

## AIA Document B202– 2009 Standard Form Architect’s Services: Programming

Courtroom 6 – Non-trial Civil Court: Judge Johnson 10:00 AM

### Attachment B Facility Observation Schedule

#### District Court Observation: April 9 – April 12

##### Monday April 9:

<b>Courtroom 3 – DSS Child Support</b>	<b>Judge Hamby</b>	<b>8:30 AM</b>
Courtroom 6 – 1 <sup>st</sup> Appearance: Arraignment @ 9	Judge Knust	Video
Courtroom 4 – Regular Civil:	Judge Cloninger	9:30 AM
<b>Courtroom 2 – Regular Criminal:</b>	<b>Judge Johnson</b>	<b>9:00 AM</b>

##### Tuesday April 10:

<b>Courtroom 1 – Superior Court Pre-Trial:</b>	<b>Judge McGee?</b>	<b>9:00 AM</b>
Courtroom 2 – Regular Criminal:	Judge Cloninger	9:00 AM
Courtroom 4 – Regular Civil:	Judge Wilhelm	9:30 AM
<b>Courtroom 3 – Inv. Commitment/Probation Court</b>	<b>Judge Johnson</b>	<b>2:00 PM</b>
<b>Courtroom 6 – Civil Preset</b>	<b>Judge Knust</b>	<b>10:00 AM</b>

##### Wednesday April 11:

Courtroom 2 – Regular Criminal:	Judge Higdon	9:00 AM
<b>Courtroom 3 – Domestic Violence</b>	<b>Judge Johnson</b>	<b>9:30 AM</b>
Courtroom 4 – Regular Civil:	Judge Cloninger	9:30 AM

##### Thursday April 12:

<b>Courtroom 6 – 1<sup>st</sup> Appearance: Arraignment @ 9</b>	<b>Judge Johnson</b>	<b>Video</b>
Courtroom 2 – Regular Criminal:	Judge Higdon	9:00 AM
<b>Courtroom 3 – Juvenile Abuse Neglect</b>	<b>Judge Wilhelm</b>	<b>9:30 AM</b>
Courtroom 4 – Regular Civil:	Judge Johnson	9:30 AM

##### Friday April 13:

Courtroom 3 – Juvenile Abuse Neglect	Judge Wilhelm	9:30 AM
<b>Courtroom 2 – Criminal Private Warrant</b>	<b>Judge Cloninger</b>	<b>10:00 AM</b>
<b>Courtroom 6 – Non-trial Civil Court:</b>	<b>Judge Johnson</b>	<b>10:00 AM</b>

**AIA Document B202– 2009 Standard Form Architect’s Services: Programming****Attachment C****Architects & Engineers Hourly Rate Schedule**

Architectural	
Principal	\$195/HR
Project Manager	\$175/HR
Project Architect	\$175/HR
Staff Architect	\$155/HR
Architectural Designer	\$135/HR
Interior Designer	\$135/HR
Construction Administrator	\$120/HR
CAD Technician	\$ 95/HR
Administrative	\$ 75/HR

## Scheeser Buckley Mayfield Hourly Rates

Principal II	\$ 175/HR
Principal I	\$ 165/HR
Sr. Associate	\$ 160/HR
Associate	\$ 150/HR
Telecommunication Engineer	\$ 140/HR
Telecommunications Designer III	\$ 135/HR
Telecommunications Designer II	\$ 130/HR
Telecommunications Designer I	\$ 120/HR
Engineer III	\$ 140/HR
Engineer II	\$ 130/HR
Engineer I	\$ 120/HR
Engineer Trainee	\$ 60/HR
Designer III	\$ 125/HR
Designer II	\$ 120/HR
Designer I	\$ 110/HR
Clerical Manager	\$ 110/HR
Production Technician V	\$ 120/HR
Production Technician IV	\$ 110/HR
Production Technician III	\$ 105/HR
Production Technician II	\$ 95/HR
Production Technician I	\$ 85/HR
Office Support II	\$ 70/HR

# AIA<sup>®</sup> Document B202™ – 2009

## **Standard Form of Architect's Services: Programming**

### **for the following PROJECT:**

*(Name and location or address)*

Cabarrus County Courthouse  
Concord, NC

### **THE OWNER:**

*(Name, legal status and address)*

Cabarrus County  
PO Box 707  
Concord, NC 28026-0707

### **THE ARCHITECT:**

*(Name, legal status and address)*

Silling Associates, Inc.  
405 Capitol Street, Upper Atrium  
Charleston, WV 25301

### **THE AGREEMENT**

This B202 Document and Related Attachments A, B and C (hereinafter, the Agreement) dated the 19 day of March in the year 2018

### **TABLE OF ARTICLES**

- 1 INITIAL INFORMATION
- 2 PROGRAMMING SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

### **ARTICLE 1 INITIAL INFORMATION**

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

*(List below information, including conditions or assumptions, that will affect the Architect's performance.)*

See Attachment A

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document G802™–2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

## ARTICLE 2 PROGRAMMING SERVICES

### § 2.1 Administration of Programming Services

§ 2.1.1 The Architect shall manage and administer the Programming Services. The Architect shall consult with the Owner, research applicable programming criteria, attend Project meetings, communicate with members of the Project team and issue progress reports and a final program document. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 The Architect shall confirm the scope and intent of the anticipated Project in consultation with the Owner.

§ 2.1.3 The Architect shall prepare, and periodically update, a schedule for Programming Services that identifies milestone dates for decisions required of the Owner, Programming Services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the programming schedule with the Owner's Project schedule, if a Project schedule exists.

§ 2.1.4 Upon request by the Owner, the Architect shall make a presentation to representatives of the Owner to explain the Programming Services to be utilized in developing the Project.

§ 2.1.5 The Architect shall submit programming documents to the Owner for evaluation and approval at intervals appropriate to the process. The Architect shall be entitled to rely on approvals received from the Owner to complete the Programming Services and in the further development of the Project.

§ 2.1.6 Unless otherwise set forth in the Agreement including those services described in Attachment A, any service not identified as a Programming Service in this Article 2 shall be an Additional Service.

### § 2.2 Identification of Programming Participants

Based on the scale of the Project, the type of facilities, and the level of specialized functions that will be required, the Architect, in conjunction with the Owner, shall identify the persons to participate in the programming process, including the Architect, the Architect's consultants, the Owner, the Owner's consultants, and users of the Project, as well as other stakeholders, if any.

### § 2.3 Identification and Prioritization of Owner and User Values, Goals and Objectives

§ 2.3.1 The Architect shall facilitate a preliminary Visioning Session as indicated in Attachment A with the programming participants to identify, discuss, and prioritize values and goals that will impact the Project, including such items as court operation mission, growth objectives, and cultural, technological, temporal, aesthetic, symbolic, economic, environmental, safety, sustainability, and other relevant criteria.

§ 2.3.2 The Architect shall prepare and provide to the Owner a written evaluation of the identified Project values and goals, addressing functional efficiency, user comfort, building economics, safety, environmental sustainability, and visual quality.

§ 2.3.3 After the Architect provides the evaluation, the Architect shall meet with the Owner to confirm and finalize the Owner's and user's priorities, values, and goals that will impact the Project in the final Visioning Session as indicated in Attachment A.

§ 2.3.4 Following the determination of the Owner's and user's priorities, values and goals, the Architect, in conjunction with the Owner, shall identify and confirm the Owner's objectives for the Project, including such elements as image, efficiencies, functionality, cost and schedule.

§ 2.3.5 The Architect shall confirm the intended use of the program documents and services with the Owner and the intended results of information gathering.

§ 2.3.6 The Architect shall identify and evaluate the constraints and opportunities that will have an impact on the existing or proposed facility, such as governmental requirements, financial resources, location, access, visibility and building services.

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#### § 2.4 Information Gathering

See Attachment A for a further description of the information gathering and data collection tasks.

##### § 2.4.1 The Architect shall compile and review existing Project-related documentation, including the following:

- .1 Available reports on existing facilities, site surveys, construction documents, and other Owner documents, including existing program material, if any
- .2 Relevant government documents such as applicable codes and ordinances
- .3 Applicable non-governmental building and planning standards
- .4 Relevant historical documents and archival materials

##### § 2.4.2 The Architect shall prepare for and conduct interviews of Owner-designated individuals by

- .1 identifying key individuals to be interviewed,
- .2 establishing a work plan and schedule for the interviews,
- .3 determining the types of data that could impact the design of the facility, and
- .4 determining how interviewing will relate to other information-gathering techniques, such as observation and surveys.

##### § 2.4.3 The Architect shall conduct a walkthrough of the Owner's existing facilities with the appropriate personnel, such as the Owner, property manager, or facility manager, and

- .1 prepare, if appropriate, a space inventory of existing spaces, equipment and furnishings,
- .2 identify traffic and circulation patterns, use levels and general adequacy of spaces to accommodate the users, and
- .3 prepare a written description or graphic illustration of the existing space utilization, identifying space requirements and relationships for, furniture, equipment, operating procedures, security requirements and communications.

##### § 2.4.4 The Architect shall identify, in consultation with the Owner, facilities and operations of a similar nature to be visited and observed by designated programming participants for purposes of evaluation and comparison.

##### § 2.4.5 In consultation with the Owner, the Architect shall identify the individuals to be surveyed. The Architect shall prepare a work plan and schedule for questionnaires and surveys and shall develop, prepare and distribute questionnaires and surveys and collate the results. The Architect shall prepare survey questions based on a systematic process for gathering specific program information such as furniture and equipment needs and special space criteria.

##### § 2.4.6 The Architect shall conduct group sessions with the Owner's Project team for the purpose of reviewing information obtained from literature reviews, interviews, observations and surveys; considering and discussing design and planning issues, including future growth and expansion projections; and endeavoring to achieve consensus as to which values, goals, facts, needs and ideas should influence the design of the facility. The Architect shall determine the group session goals and identify participants for the group sessions.

#### § 2.5 Data Analysis

See Attachment A for a further description of the space requirements and performance criteria tasks.

##### § 2.5.1 Based on the information gathered, the Architect shall develop performance and design criteria for the proposed facility.

##### § 2.5.2 The Architect shall make a preliminary determination of space requirements, space relationships and circulation, including consideration of special requirements, such as ambient environment, safety and security, furnishings, flexibility and site information, where appropriate.

##### § 2.5.3 The Architect shall identify any major unresolved programming issues and discuss preliminary options for their resolution with the Owner.

##### § 2.5.4 Based on discussions with the Owner, the Architect shall make recommendations for solutions to the unresolved programming issues for approval by the Owner prior to preparation of the Architect's initial report.

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**§ 2.6 Presentation and Initial Report**

§ 2.6.1 The Architect shall prepare an initial report of its findings and analysis for the Owner and meet with the Owner to agree on the form of presentation appropriate to the needs of the Owner’s organization and the Project.

§ 2.6.2 The Architect shall present its initial report to the programming participants or as otherwise directed by the Owner.

**§ 2.7 Development of Final Program of Project Requirements**

See Attachment A for a further description of the project deliverables.

§ 2.7.1 The Architect shall recommend Project standards or incorporate Owner standards such as area allowances, space allocation, travel distances, and furniture and equipment requirements.

§ 2.7.2 The Architect shall establish general space quality standards for the Project related to such elements as lighting levels, equipment performance, acoustical requirements, security and aesthetics.

§ 2.7.3 The Architect shall determine specific space requirements for the Project by

- .1 identifying required spaces,
- .2 establishing sizes and relationships,
- .3 establishing space efficiency factors (ratio of net square footage to gross square footage), and
- .4 documenting particular space requirements such as special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.

§ 2.7.4 The Architect shall prepare a final program document detailing all items identified in Sections 2.7.1 to 2.7.3, incorporating written and graphic materials that may include

- .1 an executive summary,
- .2 documentation of the methodology used to develop the program,
- .3 value and goal statements,
- .4 relevant facts upon which the program was based,
- .5 conclusions derived from data analysis,
- .6 relationship diagrams,
- .7 flow diagrams,
- .8 matrices identifying space allocations and relationships,
- .9 space listings by function and size, and
- .10 space program sheets including standard requirements and special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.

§ 2.7.5 The Architect shall provide a preliminary opinion of the program with respect to the Owner’s stated budget objectives.

**ARTICLE 3 ADDITIONAL SERVICES**

§ 3.1 In addition to the Programming Services described above, the Architect shall provide the following Additional Services only if specifically designated below as the Architect’s responsibility. The Architect shall perform such Additional Services in accordance with a service description provided in Section 3.2 or attached as an exhibit to this services document.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2, or in an exhibit attached to this services document. If in an exhibit, identify the exhibit.)*

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or an exhibit attached to this document and identified below)
§ 3.1.1 Multiple Site Evaluation	Not Provided	
§ 3.1.2 Site Suitability	Not Provided	

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§ 3.1.3	Site Planning	Architect	
§ 3.1.4	Master Planning	Not Provided	
§ 3.1.5	Preliminary Design (Test Fit Studies)	Architect	See Attachment A
§ 3.1.6	Preliminary Cost Estimating	Architect	See Attachment A
§ 3.1.7	Scheduling	Not Provided	
§ 3.1.8	Market Analysis	Not Provided	
§ 3.1.9	Detailed Existing Facility Evaluation	Not Provided	
§ 3.1.10	Environmental Suitability	Not Provided	
§ 3.1.11	Services in support of the Owner's other consultants (Geotechnical Engineer, Landscape Architect, Real Estate or Legal Services Providers, Lending Institutions or others)	Not Provided	

§ 3.2 Insert a description of each service designated in Section 3.1 the Architect shall provide if not included in an exhibit attached to this document and identified in the table above.

See Attachment A for a description of each service

§ 3.3 The Architect shall provide Programming Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Owner or the Owner's consultants.

§ 4.2 The Owner shall provide to the Architect data and information necessary to complete the Programming Services, including preliminary budget objectives and other parameters for the Project, design standards, facility standards, and other design criteria, environmental criteria and sustainability objectives.

§ 4.3 The Owner shall identify a representative authorized to act on the Owner's behalf to participate in the information gathering process, to facilitate the programming process, and to provide, in a timely manner, decisions made by the Owner.

§ 4.4 The Owner shall provide to the Architect master plans or record drawings that pertain to a site or existing facility under consideration for development or redevelopment within the scope of this agreement.

§ 4.5 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the Programming Services. The personnel shall conduct tours and explain the property's original, current and anticipated future use.

§ 4.6 The Owner shall make the Owner's personnel available to the Architect, in a timely manner, to provide information about Owner and user goals and to facilitate decision-making in accordance with the Project schedule.

#### ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's Programming Services described under Article 2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

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To be performed on an hourly basis with a not-to-exceed limit amount of \$350,000

**§ 5.2** For Additional Services provided under Section 3.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Compensation for any Additional Services indicated under Section 3.1 will be negotiated when such services are identified.

**§ 5.3** For Additional Services that may arise during the course of the Project, including those under Section 3.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Compensation for any Additional Services that may arise during the course of the Project will be negotiated when such services are identified.

**§ 5.4** Compensation for Additional Services of the Architect's consultants when not included in Section 5.2 or 5.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15 %), or as otherwise stated below:

**ARTICLE 6 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Standard Form of Architect's Services: Programming, if any, are as follows:

None

This Agreement entered into as of the day and year first written above

\_\_\_\_\_  
OWNER (Signature)

  
\_\_\_\_\_  
ARCHITECT (Signature)

«»«»  
\_\_\_\_\_  
(Printed name and title)

«»«» Thomas M. Potts, AIA, President  
\_\_\_\_\_  
(Printed name and title)

Init.



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**MARCH 12, 2018  
4:00 P.M.**

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### **AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

### **SUBJECT:**

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

### **BRIEF SUMMARY:**

The Board of Commissioners authorized the sale a foreclosed property located at 337 Broad Drive SW in Concord. The original asking price was \$6,300.81 The property had recently received an offer to purchase independently of the web service for \$500 from Donald Watson. 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).

An upset bid was received from Gary L. Boger, Jr. for \$1,200. The upset bid process was advertised and expired without any additional offers.

### **REQUESTED ACTION:**

Motion to accept the bid.

### **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 Offer Letter #1](#)
  - [Upset Offer Letter #2](#)
  - [Upset Bid Advertisement](#)
  - [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**

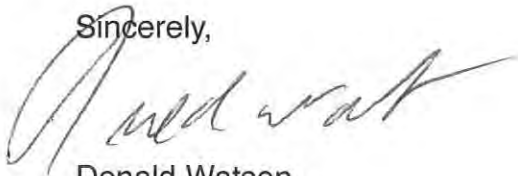
## **OFFER LETTER**

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

U.S. Dollars and Cents

Serial Number

23843690897

Year Month Day  
2018-01-19

Post Office  
280250

\$25.00

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

Pay to

Cabarrus County Tax Collector

Address

337 Broad Drive  
Caneel NC 28025

From

Donald Watson

Address

Memo

5% Deposit

Clerk

7

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0000008002

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



February 15, 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**

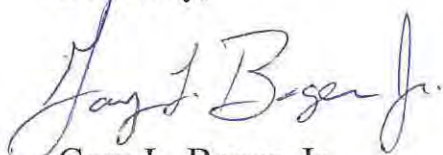
**OFFER LETTER**

Dear Mr. Bilafer,

This letter is to 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 \$1200.00 for this property. I have enclosed a certified check in the amount of \$60.00 which represents a 5% required deposit.

If there are any questions or concerns please notify me via email ([glboger@gmail.com](mailto:glboger@gmail.com)) or telephone (980.875.7513).  
Thank You.

Sincerely,

  
Gary L. Boger, Jr.



# POSTAL MONEY ORDER

Serial Number

23843695904

Year, Month, Day  
2018-02-18

Post Office  
28025

U.S. Dollars and Cents

Amount  
Sixty Dollars and 00/100 \*\*\*\*\***\$60.00**\*\*\*\*\*

Pay to

*Cabarrus County Tax Collector*

Clerk 09

Address

*5% Deposit*

From

*GARY Boger*

Address

*374 Dayvault St.*

Memo

*337 Broad Dr 28025*

*28025*

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⑆000008002⑆

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS  
23843695904⑈

Bid One

ADVERTISEMENT FOR SEALED BIDS  
SALE OF COUNTY PROPERTY  
337 Broad Drive SW, Concord NC  
PIN 5620-93-9784

Publish Date: February 6th, 2018

Bid Due Date: February 16, 2018 at 4:00 p.m.

The Board of Commissioners of Cabarrus County has authorized the sale by upset bid of the parcel of real estate (the "Property") attached as Exhibit A.

Persons wishing to upset the \$500 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 \$550.00.

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 Property should be addressed to Kyle Bilafer, Area Manager of Operations, at 704-920-3201.

Bid Two

ADVERTISEMENT FOR SEALED BIDS  
SALE OF COUNTY PROPERTY  
337 Broad Drive SW, Concord NC  
PIN 5620-93-9784

Publish Date: February 19th, 2018

Bid Due Date: March 1, 2018 at 4:00 p.m.

The Board of Commissioners of Cabarrus County has authorized the sale by upset bid of the parcel of real estate (the "Property") attached as Exhibit A.

Persons wishing to upset the \$1,200.00 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 \$1,310.00.

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 Property should be addressed to Kyle Bilafer, Area Manager of Operations, at 704-920-3201.

# Exhibit A

## 337 Broad Drive SW GIS Aerial



Attachment number 3 \n

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**

**MARCH 12, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

**SUBJECT:**

Infrastructure and Asset Management - Rob Wallace Park Proposed Master Plan Update

**BRIEF SUMMARY:**

Infrastructure and Asset Management and Active Living and Parks staff will provide an update on the proposed master plan for Rob Wallace Park. The master plan update has been provided to the Active Living and Parks' Commission for review and comment.

**REQUESTED ACTION:**

Receive input and provide direction.

**EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

**SUBMITTED BY:**

Londa Strong, Active Living and Parks Director  
Byron Haigler, Active Living and Parks Assistance Director  
Kyle Bilafer, Area Manager of Operations

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

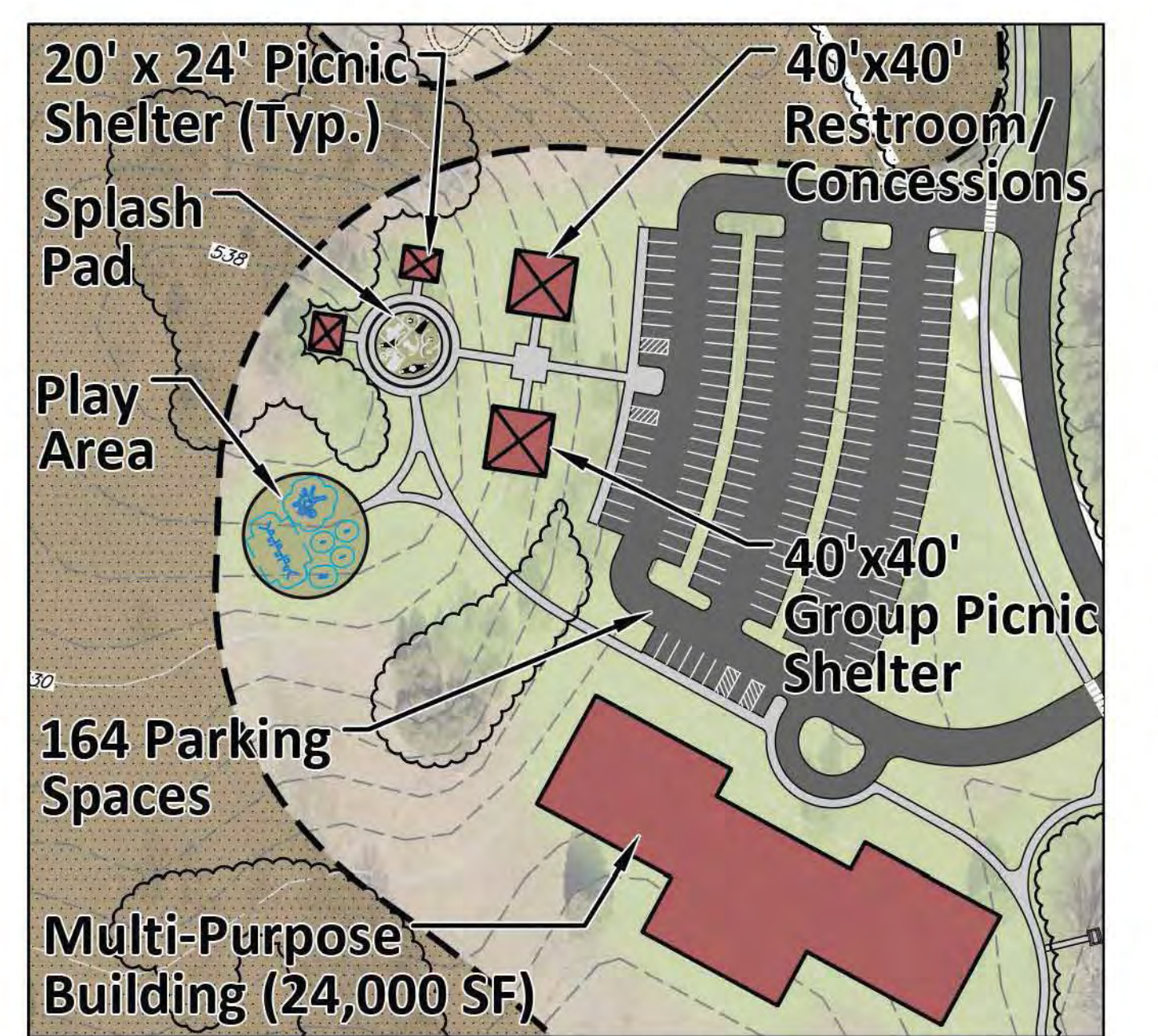
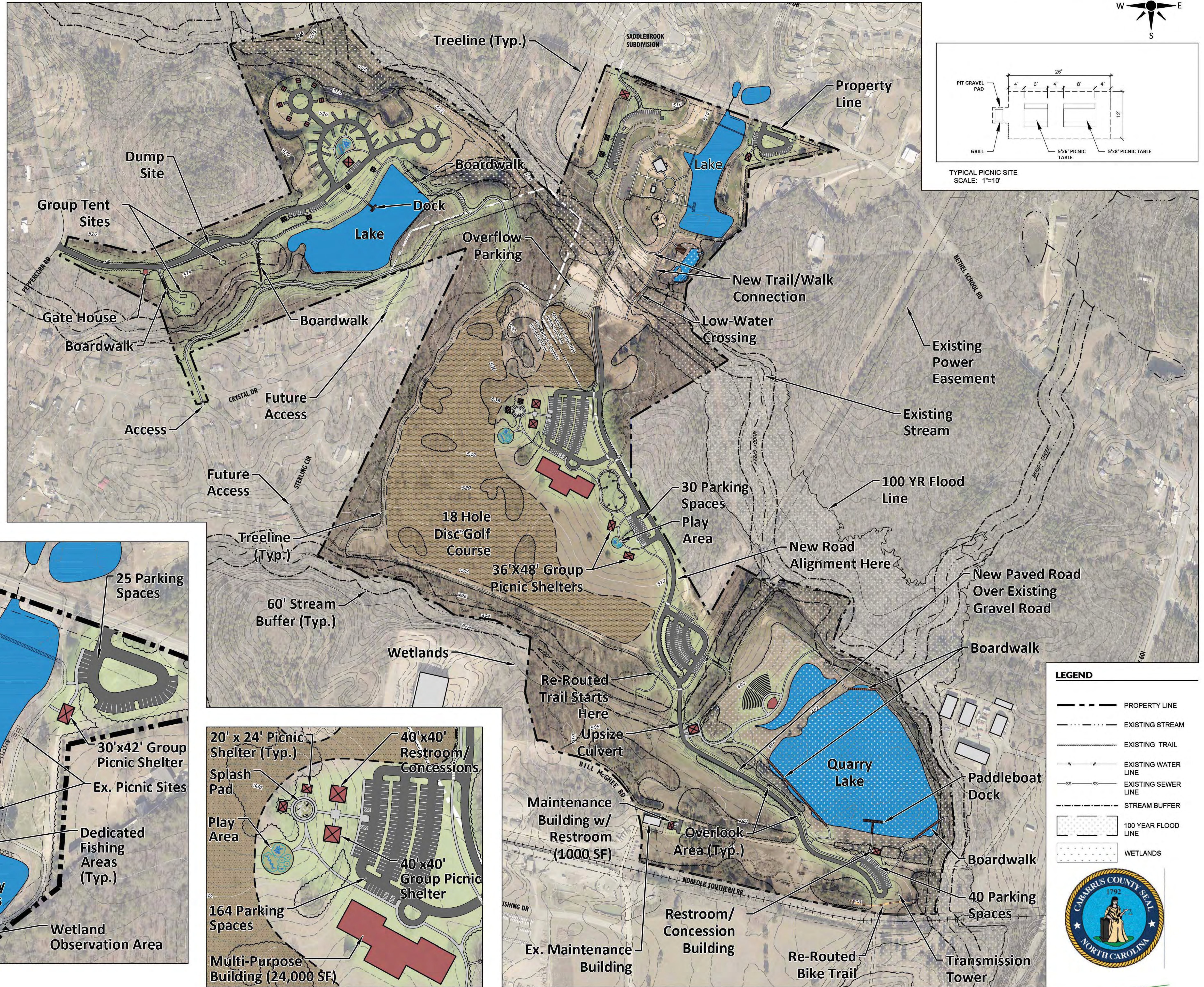
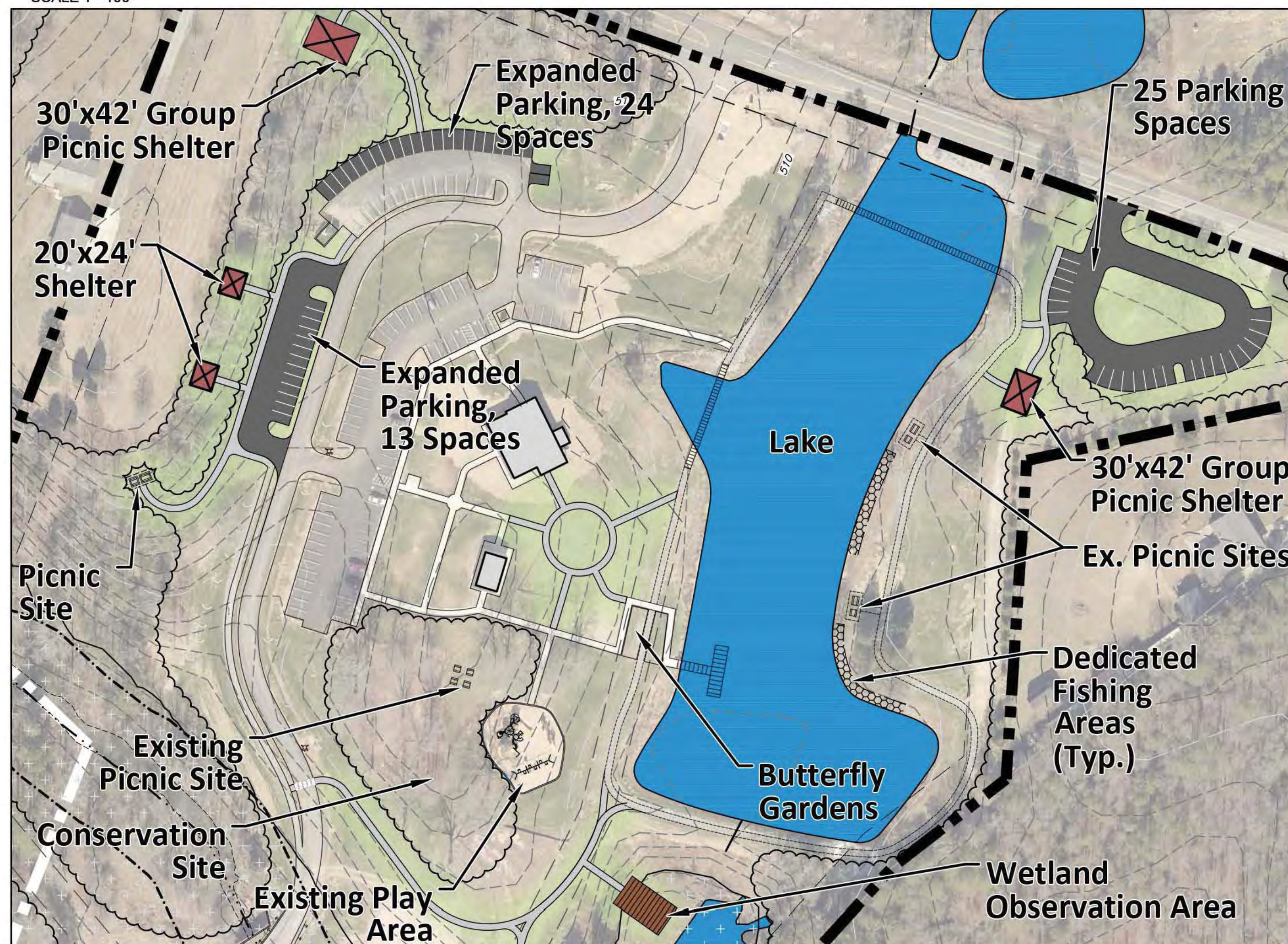
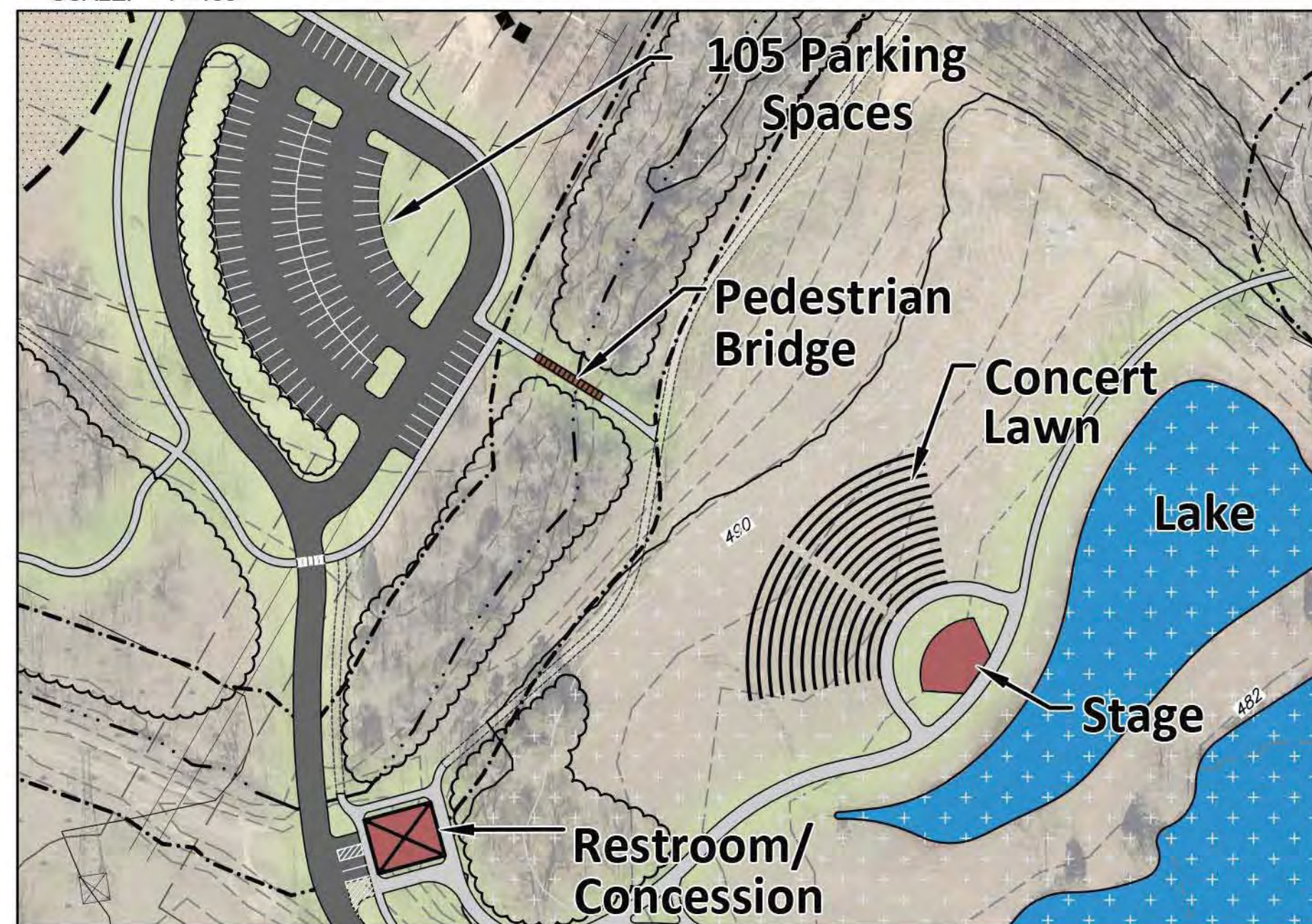
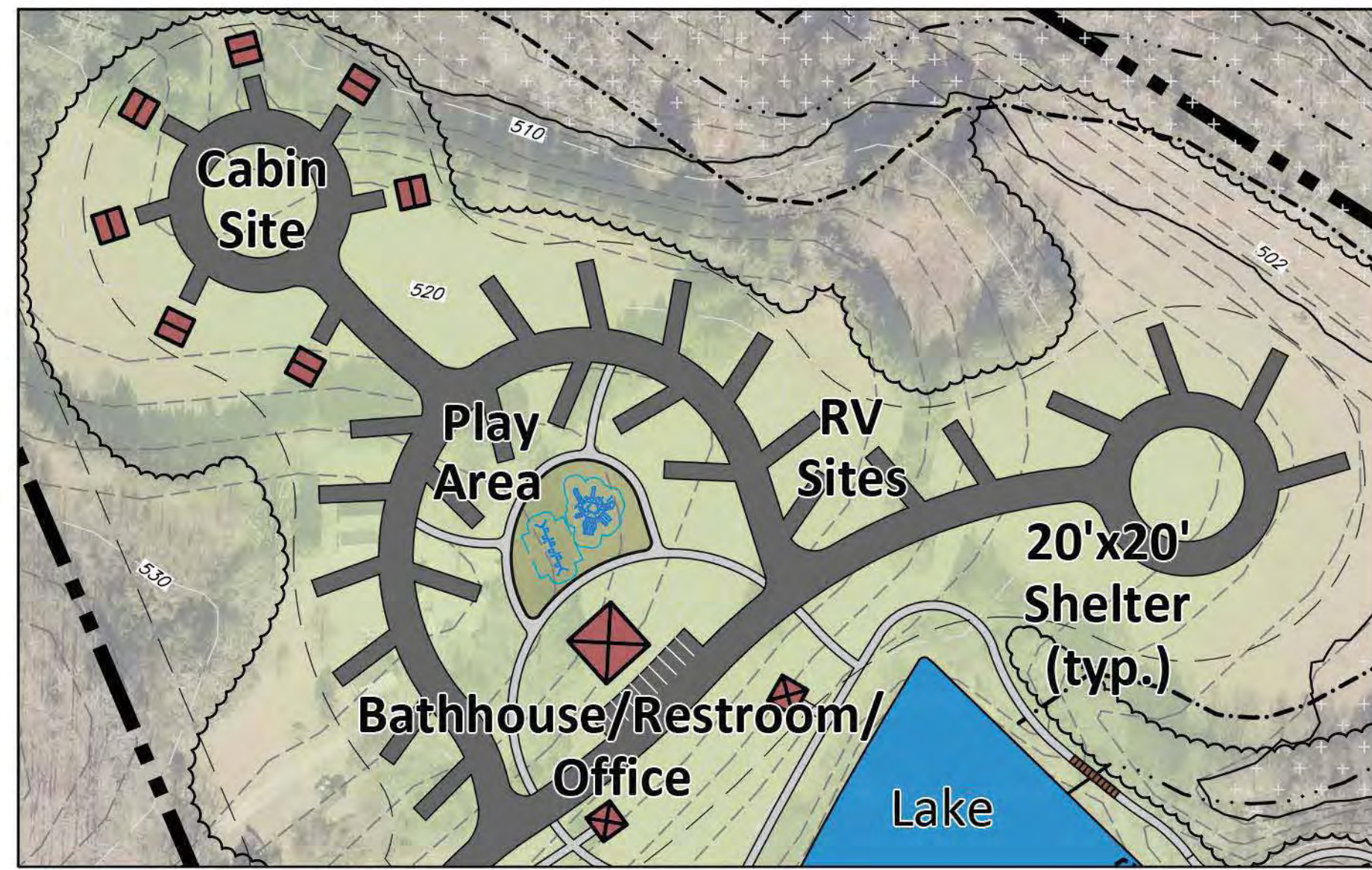
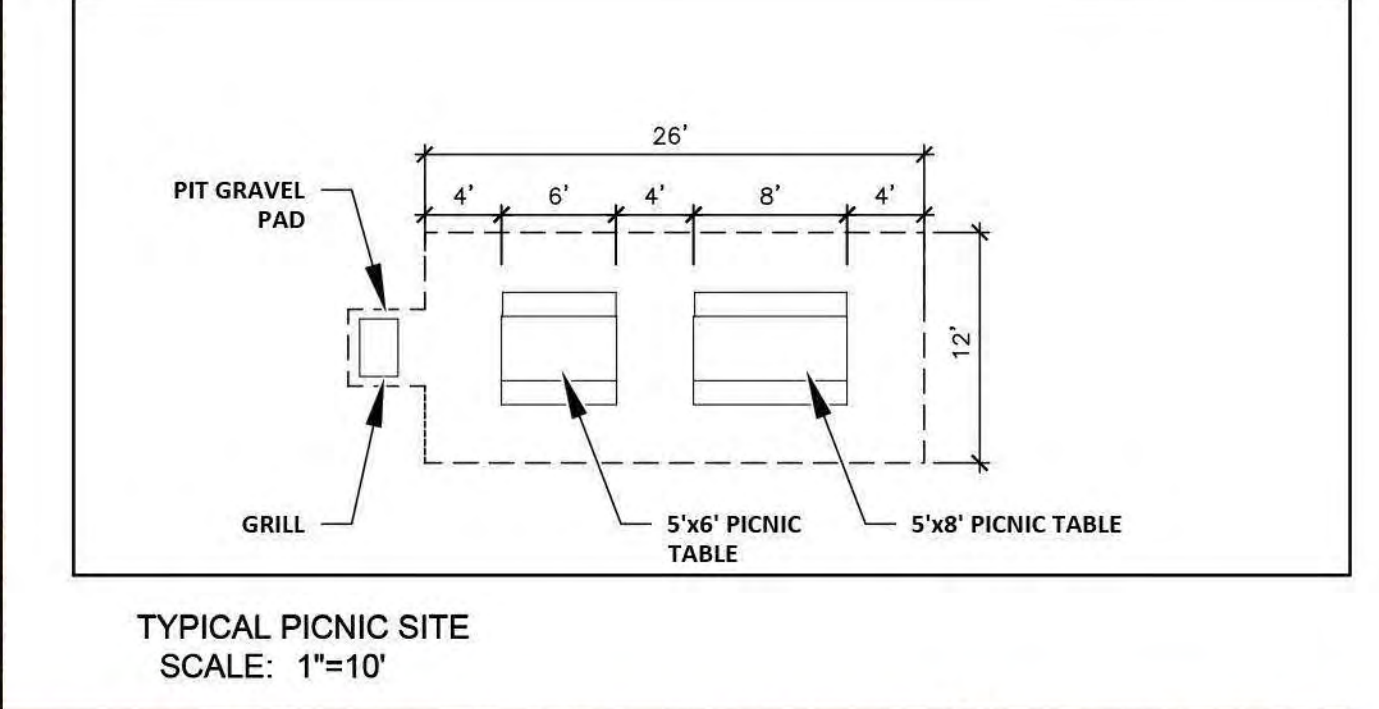
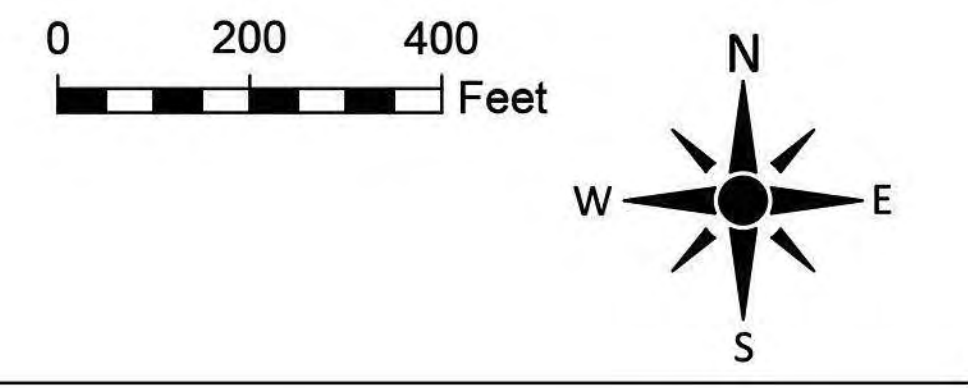
## ATTACHMENTS

- [RWP Masterplan layout](#)
  - [Rob Wallace Park Proposed Masterplan](#)
  - [2017-18 Co-Sponsorship Agreement](#)
-

# Rob Wallace Park Master Plan

Midland, NC

Cabarrus County | 1.08.2018



**LEGEND**

- PROPERTY LINE
- - - - - EXISTING STREAM
- - - - - EXISTING TRAIL
- - - - - EXISTING WATER LINE
- - - - - EXISTING SEWER LINE
- - - - - STREAM BUFFER
- 100 YEAR FLOOD LINE
- WETLANDS



## Rob Wallace Park Proposed Masterplan

Staff discussed additional phases of Rob Wallace Park and drew out the ideas. This was presented to Management and Benesch for recommendations and plans. The phases were based on need, cost, and activity amenities. Benesch took the ideas and developed the proposed plan.

Staff, Management, and IAM reviewed the Masterplan provided by Benesch reflecting the additional phases. Several changes were suggested and Benesch made those changes to the plan.

The revised Masterplan was shared with the Active Living and Parks Commission for the January Meeting. The plan was approved unanimously.

The proposed crosswalk on Bethel School Road and walkway to the Park were shared with staff and the Active Living and Park Commission at the February Meeting. This change was unanimously approved by the Commission.

The current plan has been reviewed and approved by staff and the Active Living and Parks Commission.

Respectfully submitted by: *Londa Strong*, Director  
Cabarrus County Active Living and Parks Department



**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**WORK SESSION**

**MARCH 12, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

**SUBJECT:**

Human Resources - Health Insurance Renewal

**BRIEF SUMMARY:**

Following a review of options and alternatives, Human Resources and County Management would like to recommend a health insurance renewal for FY19.

**REQUESTED ACTION:**

Motion to adopt recommendation and place it on the consent agenda.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Lundee Covington, HR Director  
Johanna Ray, Health & Wellness Manager

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**



**ATTACHMENTS**

- [March 5 BOC Health Insurance](#)
  - [Health Insurance Renewal BOC FY2019](#)
-

# Health Insurance FY 19

Lundee Covington, HR Director  
Johanna Ray, Health and Wellness Manager



CABARRUS COUNTY  
*America Thrives Here*

# Health Insurance Renewal Process

- Original proposed rate increase of 12% (Mark III data)
- Compared different health insurance options for FY 19
  - Administration fee, RX, stop loss, access fee, run off claims and other plan costs
    - North Carolina Health Insurance Pool
      - More buying power, predictable budget and retain plan design
    - Blue Cross Blue Shield of NC
    - Cigna

# Health Insurance for FY19

- Proposing to continue with Cigna for FY 19
  - Cost increase of 1.7%
  - Both plan designs will remain the same
  - Dependent premiums will remain the same
  - Include an eligibility audit





## Human Resources Department

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### MEMORANDUM

**To:** Board of Commissioners

**From:** Lundee Covington, HR Director  
Johanna Ray, Health & Wellness Manager

**cc:** Mike Downs, County Manager  
Terri Hugie, Clerk to the Board of Commissioners

**Date:** February 28, 2018

**Subject:** Health Insurance Renewal FY2019 – March Meeting Agenda

The County current provides health coverage to over 1,000 employees and 1,400 covered lives offering two plan, a traditional “Open Access Plan” (OAP) and a Consumer Directed Plan with a Health Savings Account (HSA). Approximately 50% of our employees are on the OAP plan. The health insurance budget for FY2018 was \$10,280,818. The renewal quote provided by our broker, Mark III calls for a 1.71% increase for FY2019, \$10,860,475.

No other premium rate or plan design changes are recommended beyond these items for FY2019. The new renewal rate increase with these adjustments will be 1.71%.

To help maintain renewal rate in the future, we recommend an eligibility audit:

Proposal:

To implement an eligibility audit in FY 19 to ensure the accuracy of dependents on the plan are eligible for the health insurance. Under the audit, enrollees will be required to provide documentation to verify the eligibility of their dependent(s). If enrollees do not send correct documents in the timeframe requested, the insurance coverage for those dependents will be terminated.



**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**WORK SESSION**

**MARCH 12, 2018**  
**4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items for Action at March 19, 2018 Meeting

**SUBJECT:**

Sheriff's Office - Animal Shelter Fee Change

**BRIEF SUMMARY:**

Starting this year, the Shelter is going to begin hosting our own staff-run low cost Rabies & Microchip Clinics quarterly. Three staff members are currently being certified to administer Rabies Vaccinations, and we would like to offer in house clinics open to Cabarrus County citizens to receive one year Rabies vaccination and microchipping. Other local area shelters provide this public service either in house or partnered with low cost veterinary services. We are looking at pricing that is comparable to these other local services. After researching several locations and clinics locally, it was found that other such events are offering Rabies vaccinations anywhere from free to \$10, or by donation and Microchipping averaging at \$10.

**Cabarrus County's Current Prices:**

Rabies: \$10

Microchip: \$5

I would like to request to implement "Public Pricing" for Microchips offered to or requested by members of the public at \$10. This would be offered at events such as the Rabies & Microchip Clinics, and offered to the public upon reclamation of lost animals at the shelter. This would NOT affect adoption and rescue prices, these prices would stay as is at our cost.

Revenue from the increased public pricing would go back into the purchase of our normal supply of microchips. We will also have to

increase the amount of microchips normally purchased to supply these quarterly events and to provide them upon pet reclaims, so our expenditure is going to be greater in order to offer these services.

**REQUESTED ACTION:**

Motion to approve the increase in public fees for microchips.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Paul Hunt, Chief Deputy  
Juli Vetere, Animal Shelter Management

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**REGULAR MEETING**

**MARCH 19, 2018**  
**6:30 P.M.**

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**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**

MOUNT PLEASANT AIR FORCE JROTC  
MOUNT PLEASANT HIGH SCHOOL

**INVOCATION**

PASTOR PETER BYNUM  
FIRST PRESBYTERIAN CHURCH

**A. APPROVAL OR CORRECTION OF MINUTES**

1. Approval or Correction of Meeting Minutes

**B. APPROVAL OF THE AGENDA**

**C. RECOGNITIONS AND PRESENTATIONS**

1. Active Living & Parks - Recognition of Eddie Meadows' Eagle Scout Service Project at Rob Wallace Park
2. Human Resources - Recognition of Emergency Medical Services (EMS) Director David "Alan" Thompson's Retirement
3. Proclamation - National Donate Life Month April 2018



**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. Board of Commissioners - Resolution Amending the Board of Commissioners' 2018 Meeting Schedule
2. Cabarrus County Youth Commission - Approval of Revised Bylaws
3. County Manager - Approval of Settlement, Release and Purchase Agreement
4. County Manager - Communications Marketing Activity Contracts
5. County Manager - Reduce Charter School Funding Based on Second Month Count
6. County Manager - Resolution Supporting Legal Action Regarding the Opioid Crisis
7. Finance - Capital Lease for Emergency Management Services (EMS) Power Stretchers
8. Finance - Workers' Compensation Fund Budget Amendment
9. Finance - 2018 Limited Obligation Bonds (LOBS) Budget Amendment and Project Ordinance Update
10. Human Resources - Health Insurance Renewal
11. Infrastructure and Asset Management - Discussion of Construction Manager at Risk for the Courthouse Project
12. Infrastructure and Asset Management - Discussion of Mini Brooks Act Exemption
13. Infrastructure and Asset Management - Eagle Scout Project Proposal
14. Infrastructure and Asset Management - New Courthouse Project Design Contract
15. Infrastructure and Asset Management - Offer for Purchase of tax Foreclosure Property
16. Infrastructure and Asset Management - Rob Wallace Park Proposed Master Plan Update
17. Sheriff's Office - Animal Shelter Fee Change
18. Tax Administration - Refund and Release Reports - February 2018

**G. NEW BUSINESS**

1. Emergency Management - Adoption of Ordinance Amending Chapter 34, Fire Prevention and Protection of the Cabarrus County Code of Ordinance - Public Hearing 6:30 p.m.

2. Finance - Resolution Relating to Installment Financing Contract Financings for Various School Projects - Public Hearing 6:30 p.m.
3. Rowan-Cabarrus Community College - Purchase of Property from Crown Court, LLC
4. County Manager - Mount Pleasant Middle School Sale Offer Review
5. Finance - Kannapolis Middle School's Edison Foard Construction Change Order #7
6. Infrastructure and Asset Management - Courthouse Recording Devices Ban

**H. APPOINTMENTS TO BOARDS AND COMMITTEES**

1. Appointments (Removals) - Adult Care Home Community Advisory Committee
2. Appointments - Agricultural Advisory Board
3. Appointments and Removals - Cabarrus County Youth Commission
4. Appointments - Home and Community Care Block Grant Advisory Committee
5. Appointments - Industrial Facilities and Pollution Control Financing Authority
6. Board of Commissioners - Request for Applications for County Boards/Committees

**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 - February Monthly Summary Report
5. Finance - Monthly Financial Update

**J. GENERAL COMMENTS BY BOARD MEMBERS**

**K. WATER & SEWER DISTRICT OF CABARRUS COUNTY**

**L. CLOSED SESSION**

**M. ADJOURN**

IN ACCORDANCE WITH ADA REGULATIONS, ANYONE WHO NEEDS 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:**

<b>March 29</b>	<b>Legislative Meeting</b>	<b>9:00 a.m.</b>	<b>Multipurpose Room</b>
<b>March 29</b>	<b>Cabarrus Summit</b>	<b>6:00 p.m.</b>	<b>Cabarrus Arena</b>
<b>April 3</b>	<b>Work Session</b>	<b>4:00 p.m.</b>	<b>Multipurpose Room</b>
<b>April 16</b>	<b>Regular Meeting</b>	<b>6:30 p.m.</b>	<b>BOC Meeting Room</b>
<b>May 7</b>	<b>Work Session</b>	<b>4:00 p.m.</b>	<b>Multipurpose Room</b>
<b>May 21</b>	<b>Regular Meeting</b>	<b>6:30 p.m.</b>	<b>BOC Meeting Room</b>
<b>May 22</b>	<b>Budget Workshop</b>	<b>4:00 p.m.</b>	<b>Multipurpose Room</b>
<b>May 24</b>	<b>Budget Workshop</b>	<b>4:00 p.m.</b>	<b>Multipurpose Room</b>

**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.

<b>Sunday - Saturday</b>	<b>1:00 P.M.</b>
<b>Sunday - Tuesday</b>	<b>6:30 P.M.</b>
<b>Thursday &amp; Friday</b>	<b>6:30 P.M.</b>



**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**WORK SESSION**

**MARCH 12, 2018**  
**4:00 P.M.**

---

**AGENDA CATEGORY:**

Closed Session

**SUBJECT:**

Closed Session - Pending Litigation and Economic Development

**BRIEF SUMMARY:**

A closed session is needed to discuss matters related to pending litigation and economic development as authorized by NCGS 143-318.11(a)(3) and (4).

**REQUESTED ACTION:**

Motion to go into closed session to discuss matters related to pending litigation and economic development as authorized by NCGS 143-318.11(a)(3) and (4).

**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  
MARCH 12, 2018**

**REVISED:**

**Discussion Items for Action at March 19, 2018 Meeting**

**4-15 Finance – Workers’ Compensation Fund Budget Amendment**

- **Revised Budget Amendment**  
*(Already included in the Agenda.)*

**SUPPLEMENTAL INFORMATION:**

**Discussion Items – No Action**

**3-1 Infrastructure and Asset Management – Courthouse Recording Devices Ban Pg. 198**

- **Memo**

**Discussion Items for Action at March 19, 2018 Meeting**

**4-4 Infrastructure and Asset Management – Eagle Scout Project Proposal Pg. 200**

- **Eagle Scout Project Proposal**

**4-8 County Manager – Mount Pleasant Middle School Sale Offer Review Pg. 206**

- **Agreement for Purchase and Sale of Real Property**

# Memo

To: Board of Commissioners  
From: Kyle Bilafer, Area Manager of Operations  
CC: Jonathan B. Marshall, Deputy County Manager  
Michael K. Downs, County Manager  
Date: 3/9/2018  
Re: Proposed Cell Phone/Electronic Devices Ban at the Cabarrus County Courthouse

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Judge McGee has drafted an administrative order which prohibits cell phones and other electronic devices capable of making audio and visual recordings. This action is being taken due to safety risk of jurors, witnesses, and defendant's families being recorded for malice intent. Please see the Draft Administrative Order that is attached to the agenda item for March 12<sup>th</sup>, 2018.

The administrative order does have a provision for authorized personnel including courthouse staff, attorneys, law enforcement, NC AOC staff, and anyone granted access to the courthouse via card reader to allow them to carry cell phones and electronic devices

Cabarrus County Infrastructure and Asset Management (IAM) has secured six (6) standing cell phone locker cabinets that will provide storage for 204 cell phones. These cell phone lockers are combination type lockers that allow the combination to be set by the user. These cell phone lockers will be placed at the entrance lobby before the public would go through the security check point. Signage has been created to explain how the lockers work. A notepad has been provided for users to write down their combination and locker number before leaving their device in the locker to help insure that they are able to retrieve it when they are done with their business in the courthouse.

Signage will be installed in County owned public lots that serve the Courthouse as well as the front exterior of the Courthouse to make the public aware that cell phones and electronic devices are prohibited in the Cabarrus County Courthouse. The signage placed on and around the Courthouse is worded to ensure the public knows these devices are prohibited. Currently County staff doesn't feel that we should advertise that there are lockers for use, County staff would prefer the devices never enter the building due to the potential issues with use of the lockers such as forgetting your phone and leaving for the day, forgetting your locker number or combination, etc.

County staff has had several internal staff meetings with Courthouse Security, legal counsel, Infrastructure and Asset Management, and the Sheriff's Department to decide the policy and operations involved with the impact of this administrative order as the County will bear the burden of enforcement. Specifically County staff has concerns about the storage of such devices over a 24 hour period and the identification and reclaiming of such devices. Mobile devices can carry very sensitive information and can have a high cost of replacement that county staff has concerns over in relation to liability.

County Staff is proposing that signage be installed stating that the County is not responsible for the devices once they are placed in the cell phone lockers. County staff is also proposing that any devices left in lockers at the end of the business day when the Courthouse shuts down will be stored in a locked cabinet and then picked up on a regular basis to be destroyed (there are services that provide these cabinets just like you would see for document storage and destruction). Additionally County staff is proposing that if a

patron forgets their locker number or combination on the day they are at the courthouse there is no corrective action that will be taken by County staff. To summarize and simplify the proposed policy the responsibility lies completely upon the person utilizing the cell phone locker. County staff feels this will insure that the public will decide to put their device in their vehicle or be very prudent in recording their locker number and combination.

County staff have spoken to Judge McGee about our proposed policy and he feels that a compromise of allowing one day a week for people to come back and obtain their devices is more feasible. County staff has concerns about how to validate that the device the person is asking for is in fact their device with this suggestion and also understand this will add duties to Courthouse Security.

County staff wishes to discuss this administrative order, the resulting policies and operations and the impact they will have on the County with the Cabarrus County Board of Commissioners.



# Eagle Scout Service Project Proposal



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Mark Wheaton Fassett III  
Eagle Scout Service Project Name K-9 Memorial & Tribute

### Eagle Scout Requirement 5

While a Life Scout, plan, develop, and give leadership to others in a service project helpful to any religious institution, any school, or your community. (The project must benefit an organization other than Boy Scouting.) The project proposal must be approved by the organization benefiting from the effort, your unit leader and unit committee, and the council or district before you start. You must use the *Eagle Scout Service Project Workbook*, No. 512-927, in meeting this requirement.



# Instructions for Preparing Your Proposal

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## Meeting the Five Tests of an Acceptable Eagle Scout Service Project

Your proposal must be prepared first. It is an overview, but also the beginnings of planning. It must show your unit leader, unit committee, and council or district that your project can meet the following tests.

1. **It provides sufficient opportunity to meet the Eagle Scout service project requirement.** You must show that planning, development, and leadership will take place; and how the three factors will benefit a religious institution, a school, or your community.
2. **It appears to be feasible.** You must show the project is realistic for you to carry out.
3. **Safety issues will be addressed.** You must show you have an understanding of what must be done to guard against injury, and what will be done if someone gets hurt.
4. **Action steps for further detailed planning are included.** You must make a list of the key steps you will take to make sure your plan will have enough details so it can be carried out successfully.
5. **You are on the right track with a reasonable chance for a positive experience.**

When completing your proposal you only need enough detail to show a reviewer that you can meet the tests above. If showing that you meet the tests requires a lengthy and complicated proposal, your project might be more complex than necessary. Remember, the proposal is only the *beginnings* of planning. Most of your planning will come with the next step, preparation of your project plan.

If your project does not require materials or supplies, etc., simply mark those spaces "not applicable." As a reminder, do not begin any work, or raise any money, or obtain any materials, until your project proposal has been approved.

**Consider also, that if you submit your proposal too close to your 18<sup>th</sup> birthday, it may not be approved in time to finish planning and executing the project.**

## Working with Your Project Beneficiary

On the last two pages of this workbook there is an information sheet called, "Navigating the Eagle Scout Service Project." This is for you to print and give to the religious institution, school, or community that will benefit from your efforts. You should do this as part of your first meeting with your beneficiary and use the sheet to help explain how the Eagle Scout service project works. Be sure to read it carefully so you can explain what it says.

"Navigating the Eagle Scout Service Project" will help you communicate a number of things to your beneficiary. For example, it provides thanks and congratulations for accepting the project; and it gives some background, discusses the requirements, and points out the responsibilities connected with approving your project proposal. It also explains that the beneficiary has the right to review, and also to require changes in your project plan.

Again, be sure to read carefully "Navigating the Eagle Scout Service Project" so you will have a full understanding of the role of your beneficiary.

## Next Step: Your Project Plan

Once your proposal is approved, you are **strongly encouraged** to prepare your project plan using the form in this workbook. Doing so increases the likelihood your project will be approved at your Eagle Scout board of review. As you begin preparing it, you should meet with a project coach. Check with the person who handled the approval of your project proposal to learn how coaches are designated in your community.

Your designated coach can help you avoid the common pitfalls associated with Eagle Scout service projects and be a big part of your success. You may also want to talk to your unit leader. There may be adults in your troop who are experts in conducting the kind of project you are planning. It's ok for you to work with them as well. The more coaching you get, the better your results will be.

## Beginning Work on Your Project

Once your proposal has been fully approved and you have finished your project planning, only then, may you begin work on your project.

## Contact Information

Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to one another. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.

### Eagle Scout Candidate

Name: Mark W. Fassett III		Birth date: 8/10/02	
Email address: mark.fassett.iii@gmail.com		BSA PID number*:	
Address: 16463 Five point Rd	City: Locust	State: NC	Zip: 28097
Preferred telephone(s): 704-996-3387		Life board of review date:	

\*BSA PID No., found on the BSA membership card

### Current Unit Information

Check one: <input checked="" type="checkbox"/> Troop <input type="checkbox"/> Team <input type="checkbox"/> Crew <input type="checkbox"/> Ship	Unit Number: 623
Name of District: Canon	Name of Council: Central NC
Unit Leader Check one: <input checked="" type="checkbox"/> Scoutmaster <input type="checkbox"/> Varsity Coach <input type="checkbox"/> Crew Advisor <input type="checkbox"/> Skipper	
Name: Dale Russell	Preferred telephone(s): 704-201-7273
Address: 10325 Jim Sossoman Rd	City: Midland
	State: NC Zip: 28107
Email address: dalemidland@aol.com	

### Unit Committee Chair

Name: Kevin Malmut	Preferred telephone(s): 704-431-9716
Address: 1537 Little Falls Rd	City: Concord
	State: NC Zip: 28025
Email address: malmut_family@yahoo.com	

### Unit Advancement Coordinator (If your unit has one)

Name: William Hedrick	Preferred telephone(s): 704-782-3593
Address: 8490 Bondale Dr.	City: Concord
	State: NC Zip: 28025
Email address:	

### Project Beneficiary (Name of religious institution, school, or community)

Name: Cabarrus County Animal Shelter	Preferred telephone(s): 704-920-3288
Address: 244 Betsy Carpenter pl.	City: Concord
	State: NC Zip: 28025
Email address:	

### Project Beneficiary Representative (Name of contact person for the project beneficiary)

Name: David W. Taylor	Preferred telephone(s): 980-521-8096
Address: 6611 Bealgray rd	City: Kannapolis
	State: N.C Zip: 28081
Email address: DWTAYLOR@cabarruscounty.us	

### Your Council Service Center

Contact name: Ellen Whitley	Preferred telephone(s): 704-982-0141
Address: PO Box 250J	City: Albemarle
	State: NC Zip:

### Council or District Project Approval Representative

(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email address:			

### Project Coach (Your council or district project approval representative may help you learn who this will be.)

Name: Mark W Fassett Jr	Preferred telephone(s): 704 858 0908
Address: 16463 Five Point Rd	City: Locust
	State: NC Zip: 28097
Email address: mark.fassett.jr@gmail.com	

**Tools**

*Include tools, and also equipment, that will be borrowed, rented, or purchased.*

What tools or equipment, if any, will you need? You do not need a detailed list, but you must show you have a reasonable idea of what is required.

Tamp, shovel, Drill, Hammer, level, extension cord,  
Concrete saw, Hammer drill

**Other Needs**

*Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc.*

What other needs do you think you might encounter?

Bronze plaque & Concrete form

**Permits and Permissions**

*Note that property owners should obtain and pay for permits.*

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

I need permission from the city of concord. Lt. Taylor  
A few days.

**Preliminary Cost Estimate**

*You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated material, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.*

Enter estimated expenses below: <i>(Include sales tax if applicable)</i>		<b>Fundraising:</b> Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.
Materials:	\$862.49	Being fully funded by Woodsmen Insurance.
Supplies:	\$100.00	
Tools:	<del>\$150.00</del>	
Other:	<del>\$1000</del>	
<b>Total costs:</b>	\$2112.49 ≈	


**Project Phases**

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution, and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient.

1. Making the idea/plan for my project.
2. Getting permission from the city of Concord.
3. Proposing the project to Woodsmen Insurance for my funds.
4. Digging the footings for the pavers base of the walk-way
5. Lay in blocks/bricks and put up flag poles
6. Place the bronze plaque in the ground
7. Finish landscaping.
8. Final Report.



## Project Description and Benefit

Briefly describe your project.

K-9 Unit Memorial / Flag poles ~~and~~ 

Attach sketches or "before" photographs if these will help others visualize the project.

Please click below to add images (JPEG, JPG, BMP, GIF, TIF, PNG, etc.)

	
Click above box to add an image. Click here to add an image caption.	Click above box to add an image. Click here to add an image caption.

Tell how your project will be helpful to the beneficiary. Why is it needed?

This will show respect to past, present, and future K-9 Units.

When do you plan to begin carrying out your project? As soon as I get it approved

When do you think your project will be completed? By August 1st

## Giving Leadership

Approximately how many people will be needed to help on your project? About 6

Where will you recruit them (unit members, friends, neighbors, family, others)? Explain:

Unit/Troop Members and Family, Other scouts + My parents

What do you think will be most difficult about leading them?

Keeping the younger scouts on task

## Materials

*Materials are things that become part of the finished project, such as lumber, nails, and paint.*

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, include basic dimensions such as 2 x 4 or 4 x 4.

On excel spreadsheet

## Supplies

*Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies, and garbage bags.*

What kinds of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

Garbage bags, food, and refreshments. Also gloves!

**Logistics**

Check with your council service center to determine if a Tour and Activity Plan is required.

How will you handle transportation of materials, supplies, tools, and helpers? Will you need a Tour and Activity Plan?

All supplies will be hauled in by pick-up truck and trailer.

**Safety Issues**

The Guide to Safe Scouting is an important resource in considering safety issues.

Describe the hazards and safety concerns you and your helpers should be aware of.

Wet cement, Smashing fingers while laying bricks down.

**Project Planning**

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example "Complete a more detailed set of drawings."

**Candidate's Promise\*** Sign below before you seek the other approvals for your proposal.

On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 5. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chosen as beneficiary.

Signed *Mark Josselt iii* Date *2/18/18*

\*Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project proposal has been approved.

Unit Leader Approval*	Unit Committee Approval*
I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development, and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow him.	This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can to see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.
Signed <i>[Signature]</i> Date <i>2/19/18</i>	Signed _____ Date _____
Name (Printed) <i>DALE F. RUSSELL</i>	Name (Printed) _____

Beneficiary Approval*	Council or District Approval
This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) that we have agreed to. We understand any fund raising he conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required. <b>Our Eagle candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries."</b>	I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the <i>Guide to Advancement</i> , No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and further encourage him to share it with a project coach who has been designated for him.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Signed <i>[Signature]</i> Date <i>2-12-18</i>	Signed _____ Date _____
Name (Printed) <i>David W. Taylor</i>	Name (Printed) _____

\*While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (\*). Council or district approval, however, must come after the others.

STATE OF NORTH CAROLINA

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

COUNTY OF CABARRUS

THIS AGREEMENT ("Agreement"), is by and between Corporate Funding Associates II, LLC

a(n) Limited Liability Company ("Buyer"), and (individual or type of entity)

CABARRUS COUNTY, a body politic and political subdivision of the State of North Carolina ("Seller").

FOR AND IN CONSIDERATON OF THE MUTUAL PROMISES SET FORTH AND OTHER GOOD AND VALUABLE CONSIDERATON, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address) 8325 NC Hwy 49 N. Mount Pleasant, NC 28124 in Cabarrus County, consisting of +/- 20.27 acres. The PIN is, and the prior deed reference is Book, Page of the Cabarrus Public Registry. The legal description or other information about the Property is attached as Exhibit A and incorporated by reference.

\$ 510,000.00 (b) "Purchase Price" shall mean the sum of Five hundred, ten thousand dollars Dollars, payable on the following terms:

\$ 25,500.00 (i) "Earnest Money" shall mean a deposit of 5.0% of the Purchase Price, which deposit is payable to the Cabarrus County Clerk to the Board upon Buyer's execution of this Agreement. The Clerk is not an escrow agent for purposes of this Agreement. Her duties relative to this Agreement are defined by North Carolina law.

\$ 484,500.00 (ii) "Cash balance of Purchase Price" at Closing in the amount of Four hundred, eighty-four thousand, five hundred Dollars.

(c) "Closing" shall mean the date of completion of the process detailed in Section 9 of this Agreement. Closing shall occur on or before April, 20, 2018. TIME IS OF THE ESSENCE AS TO THE CLOSING DATE.

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "**Examination Period**" shall mean the period beginning on the first day after the Contract Date and extending through 5:00 pm on April 19, 2018. Failure to close for any reason after expiration of the Examination Period shall cause the Buyer to forfeit the Earnest Money as provided by North Carolina law. There is no other right to terminate by Buyer. TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) "**Broker**" shall mean: \_\_\_\_\_  
("Listing Agency"), \_\_\_\_\_ ("Listing Agent" –  
License # \_\_\_\_\_),  
Acting as:  Seller's Agent  Dual Agent  
and \_\_\_\_\_ ("Selling Agency"),  
\_\_\_\_\_  
("Selling  
Agent" - License # \_\_\_\_\_)  
Acting as:  Buyer's Agent  Seller's (Sub) Agent  Dual Agent

(g) "**Seller's Notice Address**" shall be as follows: P. O. Box 707, Concord, NC 28026-0707; 65 Church Street, Concord, NC 28025, with copy to Richard M. Koch, Cabarrus County Attorney, 3220-201 Prosperity Church Road, Charlotte, NC 28269; e-mail address: kochlaw@ctc.net, fax number 704-503-5707, except as same may be changed pursuant to Section 10.

(h) "**Buyer's Notice Address**" shall be as follows: Corporate Funding Associates, LLC  
270 Copperfield Blvd. Suite 205, Concord, NC 28025

e-mail address T.Earnhardt@CFMrealestateinc.com fax number N/A  
except as same may be changed pursuant to Section 10.

**Section 2. Sale of Property and Payment of Purchase Price:** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price. Notwithstanding any other provision of this Agreement, the Property is being sold "as is, where is", with all faults.

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), if applicable, any deferred or rollback taxes, and other conveyance fees or taxes required by law. Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:

\_\_\_\_\_  
\_\_\_\_\_  
Each party shall pay its own attorneys fees.

Buyer Initials TE Seller Initials \_\_\_\_\_

**Section 4. Deliveries:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4., and Buyer shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or any corrections. THERE ARE NO REPRESENTATIONS BY THE SELLER OR ITS AGENTS CONCERNING THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY ENVIRONMENTAL ISSUES OR CONCERNING ITS SUITABILITY FOR ANY PURPOSE OR USE.

**Section 5. Evidence of Title:** Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

**Section 6. Conditions:** This Agreement and the rights and obligations of the parties under this Agreement are made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following condition. Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property; provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant ) unless required by law and the same shall be regarded as confidential to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for

Buyer Initials AB \_\_\_\_\_ Seller Initials \_\_\_\_\_



the acts of itself, its agents or representatives in exercising its rights under this Section 6. and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY FOR ANY REASON OR NO REASON AND PROVIDES WRITTEN NOTICE TO SELLER PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY. TIME IS OF THE ESSENCE OF THIS CONDITION.

**Section 7. Leases:** There are no leases affecting the Property except as indicated here:

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
Seller agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

**Section 8. Risk of Loss/Damage/Repair:** Until Closing, the risk of loss or damage to the Property, except as otherwise provided, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

**Section 9. Closing.** At or before Closing, Seller shall deliver to Buyer a special warranty deed and a bill of sale for any personal property, if applicable. No other documents except a signed settlement statement shall be required of Seller, since as a local North Carolina government entity, the County is not a foreign entity and the Property cannot be subject to any lien claims. Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed.

**Section 10. Notices.** Unless otherwise provided, all notices and other communications which may be or are required to be given or made by any party to the other shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance with this Agreement, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or (iv) on the date deposited with a recognized overnight delivery service addressed to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance with this Agreement. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

**Section 11. Counterparts; Entire Agreement:** This Agreement may be executed in one or more counterparts, which taken together shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the

Buyer Initials  \_\_\_\_\_ Seller Initials \_\_\_\_\_

parties, and no modification of this Agreement shall be binding unless in writing and signed by all parties. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions, and this Agreement shall be construed and enforced as if such invalid provisions were not included.

**Section 12. Enforceability:** This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties, it being expressly agreed that the notice described in Section 10 is not required for effective communication for the purposes of this Section 12. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initial lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and insure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

**Section 13. Applicable Law:** This Agreement shall be construed under the laws of the State of North Carolina.

**Section 14. Assignment:** This Agreement may not be assigned by the Buyer, except to an affiliated entity, without the written consent of the Seller.

**Section 15. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange, provided that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents at no cost to the non-exchanging party as shall be required to give effect to this provision. Such exchange shall not delay the closing.

**Section 16. Authority:** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such other instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

**Section 17. Attorneys Fees:** If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

**BUYER:**

Individual

  
\_\_\_\_\_  
Date: 3/2/2018

\_\_\_\_\_  
Date: \_\_\_\_\_

**SELLER:**

Cabarrus County

By \_\_\_\_\_  
County Manager

Date: \_\_\_\_\_

Buyer Initials MM Seller Initials \_\_\_\_\_

Business Entity

Corporate Funding Associates, LLC

(Name of Entity)

BY: \_\_\_\_\_

Name: T. K. Earnhardt

Title: Principle partner

Date: 3/2/2018

Buyer Initials TE \_\_\_\_\_ Seller Initials \_\_\_\_\_