



## **CABARRUS COUNTY BOARD OF COMMISSIONERS**

**WORK SESSION  
APRIL 3, 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. 71

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

3.1 Infrastructure and Asset Management - Courthouse Recording Devices Ban Pg. 2

3.2 Library - Presentation of Grant Application Pg. 7

3.3 Sheriff's Office - Animal Shelter Update and Report About the Animal Shelter Pg. 17

### **4. DISCUSSION ITEMS FOR ACTION AT APRIL 16, 2018 MEETING**

4.1 County Manager - Mount Pleasant Middle School Sale Offer Review Pg. 18

4.2 Finance - Acceptance of Construction bid for a new Southwest Area Elementary School for Cabarrus County Schools Pg. 35

4.3 Finance - Cabarrus County Schools Renovation Request for J.N. Fries Middle School Pg. 36

4.4 Finance - Resolution Approving the Installment Contract Financing for Various Public Projects up to \$55,000,000 Pg. 39

4.5 Planning and Development Department - Proposed Text Amendment to TEXT2018-00001 - Public Hearing 6:30 p.m. Pg. 49

4.6 Solid Waste Management - Scrap Tire Recycling and Disposal Contract with US Tire Recycling Pg. 58

4.7 Solid Waste Management - Landfill: Proposed Construction and Demolition Waste and Individual Household Municipal Solid Waste Tipping Fees Pg. 72

### **5. APPROVAL OF REGULAR MEETING AGENDA Pg. 67**

### **6. ADJOURN**



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

**APRIL 3, 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:**

Receive input based on staff's recommendations.

**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

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**

**APRIL 3, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Library - Presentation of Grant Application

**BRIEF SUMMARY:**

Library Director Emery Ortiz has applied for a Library Services and Technology Act (LSTA) grant for \$30,905. The grant, entitled "CCPL: Plan and Grown Together," would provide funding to hire a consultant to facilitate strategic planning, and facilities assessment for the Cabarrus County Public Library system. The end result would be a long-range strategic plan that accounts for the area growth impacting the libraries.

If awarded, Cabarrus County would be required to match the grant with \$6,181. Award announcements are anticipated for May 2018, and the grant funds would be available for FY19 upon acceptance and approval by the Board of Commissioners. The intent of the presentation is to share the grant information in preparation for the award announcements.

**REQUESTED ACTION:**

Receive report.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Emery Ortiz, Library Director

**BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS**

- [Grant Application](#)
-



State Library of North Carolina  
2018-2019 LSTA Online Signature Page

Print this page, obtain the required signatures in blue ink, scan the PDF and return it with the application as one attachment to [LSTA@ncdcr.gov](mailto:LSTA@ncdcr.gov) by 2:00 PM on February 28, 2018.

Project Title: CCPL: Plan & Grow Together Grant Type: EZ Grant  
 Institution/Library: Cabarrus County Public Library  
 Mailing Address: 27 Union Street North  
 City: Concord Zip Code: 28025

Library Director, Name: Emery Ortiz  
 Phone: 704-920-2063 Email: EMOrtiz@cabarruscounty.us

Project Manager, Name: Emery Ortiz  
 Phone: 704-920-2063 Email: emortiz@cabarruscounty.us

LSTA Funds Requested this year: \$ 30905  
 Matching Funds: \$ 6181  
 Project Total this year: \$ 37086

**Project Abstract:**

Cabarrus County continues to grow and diversify as a result of the expanding Charlotte metropolis, and the library system has reached a critical junction for long-range planning. To formulate a vision and road map for the future based on the input of the community, Cabarrus County Public Library seeks an EZ Grant for planning and facilities assessment, resulting in an official strategic plan. With an increased demand on services, two new branches in consideration, and several existing facilities with inadequate space in need of expansion or relocation, the assistance of a professional consultant who can facilitate conversations with county residents, policy makers, and library staff as to current and future needs of Cabarrus libraries will be a tremendous asset in continuing to connect citizens with information and resources that educate, enrich, and empower.

**Certification and Signatures (please sign in blue ink)**

We are aware of and agree to comply with all state and federal provisions and assurances required under this grant program. If awarded grant funds, we assure that we will carry out the grant project according to the approved grant application. This application has been authorized by the appropriate authorities of my institution/library.

Emery Ortiz  
 Printed name of library director

Emery Ortiz  
 Signature of library director

2/26/18  
 Date

Janet A. Subas  
 Printed name of local government or institutional authorizing official

Janet A. Subas  
 Signature of above official

2/26/18  
 Date

## 1. LIBRARY USERS AND NEED

- a) Cabarrus County Public Library (CCPL) reported over 82,000 cardholders in fiscal year 2016-2017, and serves a County-wide populace of 201,590 according to 2016 US Census records. Completing a facilities assessment and updated strategic plan will benefit both existing library users and residents of Cabarrus County, and future residents, with a significant influx in population expected over the next decade.
- b) CCPL strives to meet demands on resources, which are becoming strained due to the growth of the county as a whole. Library administration also desires to create a public library system that embraces modern library services and facilities as outlined in The Aspen Institute's *Rising to the Challenge: Re-Envisioning Public Libraries Report and Action Guide for Re-Envisioning Your Public Library*. Current and future users deserve a library system that lives up to its mission to provide information and resources that educate, enrich, and empower, provided through a long-range plan that is reflective of data, community input, an assessment of facilities, and the shared vision of residents, community leaders, and library employees.

Currently a system of four locations in Concord, Harrisburg, Kannapolis, and Mt. Pleasant, small-scale renovations and updates have taken place as funding allowed, although CCPL facilities remain in need of formal assessment. Tremendous growth in Cabarrus towns and cities necessitates additional branches and/or the expansion of existing buildings to decrease barriers to access. Examples of barriers include the unfortunate need to turn away program attendees at the Harrisburg branch, which is presently offering two sessions of its more popular programs, as attendance regularly exceeds the activity room's capacity of 48 people. Dedicated space for collections and work/study are also a barrier, seen in the Mt. Pleasant branch that must combine the young adult collections/area with the one meeting room space, significantly limiting both uses of the room while library programs are held. The western and southern areas of the county do not currently have convenient access to a Cabarrus library, with many residents paying to use libraries in Stanly and Mecklenburg counties out of convenience. While plans are already in place for some components of growth to library infrastructure—a combined library and senior center is expected to enter the design phase in FY19 in an effort to serve the western population; the town of Midland, in the southern region of the county, is in the process of procuring a building for a branch; the Mt. Pleasant Friends of the Library are actively fundraising to support an expansion—a consultant that can incorporate best practices, local data, and input from Cabarrus communities into an official strategic plan will ensure that the library system plans for long-term growth and moves forward in a way that best represents user needs.

In projections done by the University of North Carolina at Charlotte's Urban Institute in January 2018 [full report is attached], Cabarrus County is the fourth fastest growing



county in the Charlotte-metro area, with over 11% population increase since 2010. This is forecast to increase an additional 24% or more by 2030. CCPL has felt this growth through increased circulation (5% in FY17), program attendance (9% in FY17), and number of library cards issued (13% in FY17). New residents bring welcomed diversity and fresh perspectives into the area, but also bring expectations and needs that are currently absent or under-represented. With nearly 30,000 individuals commuting into Charlotte daily, the library administrative team hears frequent requests to upgrade services and facilities more fitting to an urban system: more digital/streaming content, additional copies of popular titles to decrease wait times, access to fast wireless internet and outlets for personal devices, more spaces designed for work and study, etc. Although community surveys, data, and observations have begun to shape the direction of Cabarrus County Public Library's future in the short term, a formal strategic process that includes focus groups, public forums, and other methods of input to create a long-range plan will be a critical component in the system's future success. Beyond data reported annually to the State Library, patron satisfaction surveys, and informal community discussions, library administration has not been able to complete a full, formal strategic process with community input that would lead to the creation of a clear long-range plan.

## 2. PROJECT TITLE

The title for this project is "CCPL: Plan & Grow Together."

## 3. PROJECT DESCRIPTION

- a. A long-range strategic plan is an essential component in the success of Cabarrus County's growing library system, to align the needs of the community with the goals and future direction of CCPL. A professional consultant with experience and expertise in the public library field will be an objective facilitator and aid in the collection of data and input from residents, stakeholders, and County leaders. This will unify all in making the library system one where people, places, and platforms take center stage through modern services and facilities. It will also allow for consistent management and decision-making for the library administration and County management as employees and Board members cycle through; the long-range plan will be CCPL's road map to meeting community needs through times driven by growth and a high-demand on county resources. As a public document, both current and new residents will have access to this plan which improves transparency and communication with the public.
- b. Dr. Robert Burgin of RB Software & Consulting, Inc. was selected as an ideal consultant for this process due to his experience with strategic planning and facilities assessment, and his familiarity with *Rising to the Challenge: Re-Envisioning Public Libraries Report and Action Guide for Re-Envisioning Your Public Library* as an outline for modern public

library services. Dr. Burgin’s availability to initiate discussions with the public and with community leaders through meetings, surveys, and forums will be essential in procuring library administration the feedback it needs to accurately determine user needs.

- c. A successful outcome of this project will be a clear long-range strategic plan that includes a facilities assessment, and will be one created with an engaged community. This will replace the library system’s current 5-year plan that is outdated and out of touch with current needs and future projections.

**4. PROJECT PARTNERS**

N/A

**5. PROJECT TIMELINE**

Activity	Anticipated Date	Participants
Conduct initial orientation meetings for the staff of the library and the Library Board.	July 2018 Trustee meeting	Board of Trustees, Library Administration, Consultant
Identify key individuals to serve on steering committee (including library staff in each type of position)	By August 31, 2018	Library Director
Provide a report summarizing current demographic data, as well as past and future demographic trends, for the community served by the library.  Conduct a survey of the community served by the library and provide an analysis of the results.  Conduct a survey of the library staff and provide an analysis of the results.	By September 30, 2018	Consultant, Library Administration
First meeting to work through the Aspen Institute’s Action Guide with the steering committee.  Conduct interviews with community leaders and key stakeholders in the	By October 31, 2018	Consultant, Library Administration, Steering Committee



communities served by the Cabarrus County Public Library and provide an analysis of the input gathered.		
Report initial findings to Cabarrus County Board of Commissioners at November work meeting.	November 2018 Board of Commissioner Work Meeting	Library Director
Second meeting to work through the Aspen Institute's Action Guide with the steering committee.  Facilitate public dialogues at each of the four current and two potential locations of the Cabarrus County Public Library and provide an analysis of the input gathered.	By December 15, 2018	Consultant, Library Administration, Steering Committee
Third meeting to work through the Aspen Institute's Action Guide with the steering committee.	By January 15, 2019	Consultant, Library Administration, Steering Committee
Work with the steering committee to develop a strategic plan for the Cabarrus County Public Library, which will include strategic areas of focus, goals, and activities.	By February 15, 2019	Consultant, Library Administration, Steering Committee
Provide facilities assessment.	By March 1, 2019	Consultant
Provide final version of strategic plan for the Cabarrus County Public Library.	By March 31, 2019	Consultant
Update the library system's County Program Summary to reflect new performance measures based on findings.	By April 31, 2019	Library Director
Meet with the Library Board to present the final plan for their approval.	May 2019 Board Meeting	Consultant, Board of Trustees, Library Administration
Present final strategic plan to Cabarrus County Board of Commissioners for their approval and formal adoption.	June 2019 Commissioner Meeting	Library Director

## 6. EVALUATION

- a. Each activity related to this project will be documented, including the number of participants and meetings held, along with detailed notes. Upon completion, CCPL should also have several documents to include in output measures: a demographics report, community survey findings, facilities assessment, and official long-range strategic plan.
- b. The ultimate project goal is an official strategic plan that was created in conjuncture with library users, the general public, and community stakeholders. Upon delivery of this document, and approval by the Library Board of Trustees, County Management, and Cabarrus County Board of Commissioners, "Cabarrus County Public Library: Planning and Growing Together" will be considered a success.

## 7. BUDGET TABLE

	Budget Category – see descriptions above	Quantity of Items	Cost per Item	Matching Funds	LSTA Funds
<b>A</b>	<b>Salaries/Wages/Benefits</b>				
	Use separate row(s) for each staff person	1			
<b>B</b>	<b>Consultant Fees</b>				
	Use separate row(s) for each consultant	1	30,905	6,181	37,086
<b>C</b>	<b>Travel, library staff only</b>				
	Use separate row(s) for each staff person	1			
<b>D</b>	<b>Supplies/Materials</b>				
	Group items together by type or program				
<b>E</b>	<b>Equipment that exceeds \$5,000 per item</b>				
	List multiples of the same type on one row; use separate row(s) for each different type.				
<b>F</b>	<b>Services</b>				
	Use separate row(s) for each service provider	1			
<b>G</b>	<b>Subtotal</b>				
<b>H</b>	<b>Indirect Costs (IDC): applicants must choose one, IDC may only be charged against LSTA Funds.</b>				
	<input checked="" type="checkbox"/> The library chooses not to include Indirect Costs. <input type="checkbox"/> The library chooses a rate not to exceed 10% of modified total Direct Costs AND declares it is eligible for the 10% rate. <input type="checkbox"/> The library has a rate of _____ % that has been negotiated with a federal agency.				

<b>I</b>	<b>Total LSTA Funds Requested</b> Round up to nearest dollar; use this total to enter in Online Signature Page.	37,086
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**8. MATCHING FUNDS**

According to the listed formula, Cabarrus County Public Library will provide \$6,181.00 in Matching Funds (total divided by 5 for a request amount less than the maximum, at 25% match required for lack of an eligible partner).

**9. SUSTAINABILITY**

The intended outcome of a long-range strategic plan should directly account for sustainability by providing a road map for library growth and direction. The final product will span several years and assist with aligning CCPL’s annual goals and activities with community need beyond the fluctuation of funding. If major changes occur, the strategic plan may be updated to reflect new information while maintaining the original intent.

Library administration also intends to tie the results of the strategic plan into the system’s annual program summary, which includes performances measures, as a way to track the continued success of the plan.

**10. ABSTRACT**

Cabarrus County continues to grow and diversify as a result of the expanding Charlotte metropolis, and the library system has reached a critical juncture for long-range planning. To formulate a vision and road map for the future based on the input of the community, Cabarrus County Public Library seeks an EZ Grant for planning and facilities assessment, resulting in an official strategic plan. With an increased demand on services, two new branches in consideration, and several existing facilities with inadequate space in need of expansion or relocation, the assistance of a professional consultant who can facilitate conversations with county residents, policy makers, and library staff as to current and future needs of Cabarrus libraries will be a tremendous asset in continuing to connect citizens with information and resources that educate, enrich, and empower.

**ADDITIONAL QUESTIONS: PLANNING GRANTS**

PL1. Stakeholder involvement will take place through interviews, public forums, surveys, and meetings as broadly outlined in the project timeline. Individuals and groups involved include library employees, Cabarrus County and municipal management, the Cabarrus County Board of Commissioners, the Library Board of Trustees, and the general public. Awareness of opportunities to participate in project activities will be communicated through both library and



county social media pages, email notifications, and various methods of advertisement as available (i.e. notice in the local newspaper, postings on community boards, etc.).

PL2. Dr. Robert Burgin of RB Software & Consulting, Inc., located at 1720 Hobbs Road in Greensboro, North Carolina, is an experienced consultant and public library professional. His familiarity with both NC public libraries and national best practices (including The Aspen Institute's *Rising to the Challenge: Re-Envisioning Public Libraries Report and Action Guide for Re-Envisioning Your Public Library*) were primary factors in choosing his consulting services, as both local and national perspectives accurately reflect the changing landscape of Cabarrus County. Dr. Burgin will be the facilitator of most public and stakeholder communication related to the project, as well as the primary collector of relevant data. His full proposal, further outlining his involvement and including his resume, is attached.





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

**APRIL 3, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Sheriff's Office - Animal Shelter Update and Report About the Animal Shelter

**BRIEF SUMMARY:**

The Sheriff's Office took over operation of the Animal Shelter in February 2017. We would like to provide an update on the operations, and also talk about the future direction of the Animal Shelter.

**REQUESTED ACTION:**

No action required.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Chief Deputy Paul Hunt, Sheriff's Office  
Juli Vetere, Animal Shelter Management

**BUDGET AMENDMENT REQUIRED:**

No

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

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

**APRIL 3, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items for Action at April 16, 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 is 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 update on upset bids that were received during the advertisement period from staff, and to evaluate the received upset bids in relation to the conditionally accepted bid received from Corporate Funding Associates, LLC.

**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](#)
  - [Offer](#)
  - [Upset Bid Advertisement](#)
  - [Exhibit A](#)
-

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:

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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 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



(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 JE 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  \_\_\_\_\_ 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.

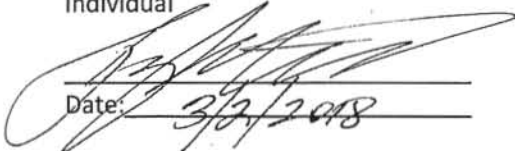
**Section 15. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange, provided that the exchanging party shall be responsible for all additional costs 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    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 \_\_\_\_\_



ADVERTISEMENT FOR SEALED BIDS  
SALE OF COUNTY PROPERTY  
8325 NC Hwy 49 N. Mt Pleasant NC  
PIN 5670-18-7033

Publish Date: March 21st, 2018

Bid Due Date: April 2nd, 2018 at 4:00 p.m. (due to recognized holiday on 3/30/18)  
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 \$510,000 offer with a closing date of April 20, 2018 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. The documents needed to submit this sealed bid can be obtained by first contacting New Branch Real Estate Advisors at 704-786-8888 or [dougd@newbranchre.com](mailto:dougd@newbranchre.com). 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 \$535,550.

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 may be forfeited to the County, according to the terms of the Contract. 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.





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

**APRIL 3, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items for Action at April 16, 2018 Meeting

**SUBJECT:**

Finance - Acceptance of Construction bid for a new Southwest Area Elementary School for Cabarrus County Schools

**BRIEF SUMMARY:**

As part of the debt process, the Cabarrus County Board of Commissioners must accept the construction bid for the Cabarrus County Schools' new Southwest area elementary school. The Cabarrus County Board of Education will receive the construction bids on April 3, 2018. The bids will be reviewed and then presented for award approval at the Cabarrus County Board of Education meeting on April 16, 2018 at 6 p.m.

**REQUESTED ACTION:**

Motion to accept the construction bid for a new Cabarrus County Southwest area elementary school subject to approval by the Cabarrus County Board of Education.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Susan Fearington, Finance Director

**BUDGET AMENDMENT REQUIRED:**

No

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

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

**APRIL 3, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items for Action at April 16, 2018 Meeting

**SUBJECT:**

Finance - Cabarrus County Schools Renovation Request for J.N. Fries Middle School

**BRIEF SUMMARY:**

Cabarrus County Schools (CCS) is requesting \$300,000 to make renovations to J.N. Fries Middle School. Currently, the space at J.N. Fries is 50 percent middle school and 50 percent Performance Learning Center. A new Performance Learning Center is being constructed, and the program will move out of the J.N. Fries location. Cabarrus County Schools would like to renovate the school and convert the entire space back to a middle school.

**The funds requested are as follows:**

- \$30,000 to change office space into classrooms;
- \$130,000 to increase the capacity of school and to purchase more devices and technology; and
- \$140,000 to add sports back to the middle school by purchasing uniforms and restoring fields, etc.

This project is included on a list of FY19 projects to be considered for Capital Reserve funding. Cabarrus County Schools have requested funding prior to June 30, 2018. If approved by the Cabarrus County Commissioner's, this project would need to rise to the top of the list of projects to be funded with Capital Reserve funding.

**REQUESTED ACTION:**

Motion to approve the \$300,000 J.N. Fries Middle School Renovation

project through the use of Capital Reserve Funding and direct the Finance Director to prepare the appropriate budget amendment and project ordinances.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Susan Fearington, Finance Director

**BUDGET AMENDMENT REQUIRED:**

Yes

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

**BUDGET AMENDMENT:**

**ATTACHMENTS**

[BOE Renovation Request](#)

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March 20, 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 for JN Fries Renovation and Startup funds

Dear Board of Commissioners:

As part of our 10-year plan, the Performance Learning Center (PLC) is moving to their newly constructed facility in January of 2019. As we anticipated the move of the PLC, CCS has converted JN Fries from a magnet school back to a traditional middle school. The change took place this school year (2017-2018). Each year we will continue to bring more neighborhood students into JN Fries. 2018-2019 will be the first year that athletics will return to the school.

While student enrollment is increasing over multiple years, athletics is being reestablished in 2018-2019, which is driving the timelines of this request. Cabarrus County BOE is requesting \$300,000 as renovations/startup funds for JN Fries as a traditional middle school.

<u>Budget Area</u>	<u>Amount</u>	<u>Notes</u>
Athletics	\$ 140,000	Add sports to JN Fries, uniforms, fields, etc.
Technology	130,000	increase capacity of school, purchase more devices and technology
FMD	30,000	Change office space into classrooms, etc.
	<u>\$ 300,000</u>	

Sincerely,

Cindy Fertenbaugh, Chair  
 Cabarrus County Board of Education

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



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

**APRIL 3, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items for Action at April 16, 2018 Meeting

**SUBJECT:**

Finance - Resolution Approving the Installment Contract Financing for Various Public Projects up to \$55,000,000

**BRIEF SUMMARY:**

The Board of County Commissioners has preliminarily approved the issuance of Limited Obligation Bonds (LOBS) for the funding of various public projects on March 19, 2018, and also held a public hearing on that day.

The next required step in the financing is the final approval by adoption of the attached Resolution approving the installment contract financing in an amount not-to-exceed \$55,000,000. The LOBS are scheduled for issuance in May 2018, subject to approval by the Local Government Commission.

**REQUESTED ACTION:**

Motion to adopt the Resolution Approving Installment Contract Financing for Various Public Projects in an Aggregate Principal Amount up to \$55,000,000 and Execution, and Delivery by the Cabarrus County Development Corporation of Limited Obligation Bonds Related thereto, Authorizing the Execution and Delivery of Related Documents in Connection therewith, and Providing for Certain other Related Matters.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Susan Fearington, Finance Director

**BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS**

- [LOBS 2018 Final Financing Resolution](#)
  - [Project List](#)
-



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 APPROVING INSTALLMENT CONTRACT FINANCING FOR VARIOUS PUBLIC PROJECTS IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$55,000,000 AND THE EXECUTION AND DELIVERY BY THE CABARRUS COUNTY DEVELOPMENT CORPORATION OF CERTIFICATES OF PARTICIPATION AND/OR LIMITED OBLIGATION BONDS RELATED THERETO, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS IN CONNECTION THEREWITH, AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

WHEREAS, the Board of Commissioners desires to approve 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 (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;

WHEREAS, as part of said plan of financing, the Corporation may also determine to execute and deliver one or more series of Certificates of Participation and/or Limited Obligation

Bonds 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 third parties;

WHEREAS, there have been submitted to this meeting draft forms of the following documents (the “Financing Documents”) with respect to the financing for the Projects:

(1) an Installment Financing Contract, proposed to be dated on or about May 1, 2018 (or such other date(s) as may be selected by the County), between the County and the Corporation (or one or more third parties) as counterparty (the “Contract(s)”), pursuant to which the Corporation (or such one or more third parties) will advance moneys to the County for the costs of the Projects and the County agrees to make periodic installment payments (the “Installment Payments”) to repay the moneys so advanced, with or without interest, as applicable;

(2) a Deed of Trust, Security Agreement and Fixture Filing (the “Deed of Trust”), proposed to be dated on or about May 1, 2018, among the County as Grantor, the Corporation (or such one or more third parties) as Beneficiary and the trustee named therein, by which the County would secure its obligations to the Corporation (or such one or more third parties) under the Contract(s);

(3) an Indenture of Trust, proposed to be dated on or about May 1, 2018 (the “Trust Indenture”), between the Corporation and the trustee named therein, as trustee (the “Trustee”), pursuant to which there may be executed and delivered from time to time Certificates of Participation and/or Limited Obligation Bonds, including, without limitation, the Limited Obligation Bonds (County of Cabarrus, North Carolina Installment Financing Contract), Series 2018 (collectively, the “Certificates and/or Bonds”), the proceeds of which will be used to advance the moneys to the County under the Contract(s); and

(4) a Preliminary Official Statement to be dated on or about May 5, 2018 (the “Preliminary Official Statement”) which, as supplemented with certain pricing and other permitted omitted information, is to be the Official Statement expected to be dated on or about May 17, 2018 (the “Official Statement”), pursuant to which the 2018 Limited Obligation Bonds

would be offered and sold to the public to the extent that all or any portion of the 2018 Limited Obligation Bonds are publicly offered and sold;

WHEREAS, the obligations of the County to make Installment Payments and other payments pursuant to the Contract(s) shall constitute limited obligations of the County payable solely from currently budgeted appropriations of the County and shall not constitute a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation;

WHEREAS, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under the Contract(s), and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any moneys due under the Contract(s); and

WHEREAS, the Board of Commissioners desires to approve the Financing Documents and to authorize other actions in connection therewith;

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

Section 1. All actions taken by or on behalf of the County to date to effectuate the proposed financing, including the selection of Piper Jaffray & Co., as Underwriter and/or Placement Agent and Nexsen Pruet, PLLC, as special counsel, are hereby ratified, approved and authorized pursuant to and in accordance with the transactions contemplated by the Financing Documents.

Section 2. The Board of Commissioners hereby finds and confirms that (i) the Projects and the financing thereof by one or more installment financing contracts is necessary and expedient for the County; (ii) financing of the Projects by one or more installment financing contracts, under the circumstances, is preferable to a bond issue by the County; (iii) the sums to fall due under said one or more installment financing contracts 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 said one or more installment financing contracts will not be excessive; and (vi) the County is not in default regarding any of its debt service obligations.

Section 3. The acquisition, construction and equipping of the Projects, the financing thereof and the granting of security interests therein, all as provided in the Financing Documents referenced in this Resolution, are hereby ratified and approved.

Section 4. Each of the Contract(s) and the Deed of Trust is hereby approved in substantially the form submitted to this meeting, and each of the Chairman of the Board of Commissioners or the County Manager is hereby authorized to execute and deliver each of those documents in the name and on behalf of the County, with such changes, insertions or omissions as the persons executing such documents may approve, including but not limited to changes, insertions or omissions related to obtaining a policy of municipal bond insurance with respect to all or a portion of any Certificates and/or Bonds, their execution and delivery thereof to constitute conclusive evidence of such approval. The County Clerk is hereby authorized to affix the seal of the County to each of said documents as may be appropriate and to attest to the same.

Section 5. The Trust Indenture (including the form of Certificate and/or Bond) is hereby approved in substantially the form submitted to this meeting, with such changes, insertions or omissions as appropriate, including but not limited to changes, insertions or omissions related to obtaining a policy of municipal bond insurance with respect to all or a portion of any Certificates and/or Bonds, as the representative(s) of the County executing the Contract(s) may approve, the execution and delivery of the Contract(s) to constitute conclusive evidence of such approval. The Board of Commissioners hereby approves the sale of Certificates and/or Bonds by the Corporation in an aggregate principal amount not in excess of the amount of moneys to be advanced to the County pursuant to the Contract(s).

Section 6. Each of the Preliminary Official Statement and the Official Statement, in substantially the form of the Preliminary Official Statement submitted to this meeting, is hereby approved in substantially such form, with such changes, insertions and omissions as appropriate, including but not limited to changes, insertions or omissions related to a private placement of all or a portion of the 2018 Limited Obligation Bonds or related to obtaining a policy of municipal bond insurance with respect to all or a portion of the 2018 Limited Obligation Bonds; and the use thereof by the Underwriters and/or Placement Agents in connection with the public offering and sale or private placement of the 2018 Limited Obligation Bonds is hereby authorized. Each of the Chairman of the Board of Commissioners or the County Manager is hereby authorized to

execute and deliver in the name and on behalf of the County the final Official Statement in substantially such form, with such changes, insertions and omissions, including but not limited to changes, insertions or omissions related to a private placement of all or a portion of the 2018 Limited Obligation Bonds, or related to obtaining a policy of municipal bond insurance with respect to all or a portion of the 2018 Limited Obligation Bonds, as the person executing the final Official Statement may approve, the execution and delivery of the final Official Statement to constitute conclusive evidence of such approval.

Section 7. Each of the Chairman of the Board of Commissioners, the County Manager and the Director of Finance are authorized to approve all details of the financing of the Projects, including, without limitation, the amount advanced under the Contract(s) and the aggregate principal amount of any Certificates and/or Bonds (which shall not exceed \$55,000,000), the maturities, the principal amounts and the interest amounts (if any) of the Installment Payments and any Certificates and/or Bonds, which interest amounts (calculated with respect to any Certificates and/or Bonds) shall not exceed 6.5% per annum on an effective interest cost basis, the prepayment terms and prices (which shall not exceed 103% of the principal amount being prepaid) and the Underwriters' discount (exclusive of any original issue discount) or Placement Agents' compensation (which shall not exceed 2.0% of the principal amount of any Certificates and/or Bonds). Execution of the Contract(s) by the Chairman of the Board of Commissioners or the County Manager shall conclusively evidence such approval of all such details of said financing.

Section 8. The Chairman of the Board of Commissioners, the County Manager, the Director of Finance and the County Attorney are hereby authorized to take any and all such further action, including approval of modifications to the Financing Documents, and to execute and deliver for and on behalf of the County such other documents and certificates (including, without limitation, agreements with securities depositories, financing statements, one or more contracts of purchase or purchase agreements, one or more placement agreements, one or more private placement agreements or other offering documents or memoranda, tax certificates and agreements and other documents and agreements (including repurchase agreements) relating to the investment of the proceeds from the execution and delivery of the Contract(s)) as they may deem necessary or advisable to carry out the intent of this resolution and to effect the financing pursuant to the Contract(s) and the other Financing Documents. The County Clerk is hereby

authorized to affix the seal of the County to such documents and certificates as may be appropriate and to attest to the same and to execute and deliver the same as may be needed. In addition, said officers are hereby authorized to cooperate with the Underwriters in preparing and filing such filings under state securities or “blue sky” laws (including special consents to service of process) as the Underwriters may request and as the Chairman of the Board of Commissioners, the County Manager or the Director of Finance shall determine.

Section 9. The Finance Director shall prepare and file a sworn statement of debt with the LGC and the Clerk to the Board in accordance with North Carolina General Statutes Section 159-150.

Section 10. The County covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will do and perform all acts and things to comply with the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), in order to assure that interest paid with respect to the 2018 Limited Obligation Bonds will not be includable in the gross income of the owners thereof for purposes of federal income taxation, except to the extent that the County obtains an opinion of bond counsel to the effect that noncompliance would not result in interest with respect to the 2018 Limited Obligation Bonds being includable in the gross income of the owners of the 2018 Limited Obligation Bonds for purposes of federal income taxation.

Section 11. This Resolution shall become effective immediately upon its adoption.

Thereupon, upon motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the foregoing resolution entitled “RESOLUTION APPROVING INSTALLMENT CONTRACT FINANCING FOR VARIOUS PUBLIC PROJECTS IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$55,000,000 AND THE EXECUTION AND DELIVERY BY THE CABARRUS COUNTY DEVELOPMENT CORPORATION OF CERTIFICATES OF PARTICIPATION AND/OR LIMITED OBLIGATION BONDS RELATED THERETO, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS IN CONNECTION THEREWITH, AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS” was adopted and passed by the following vote:

AYES: \_\_\_\_\_



NOES: \_\_\_\_\_

**Cabarrus County**  
**Limited Obligation Bonds Series 2018**  
**Project List**  
**As of 3-12-18**

<b>Project</b>	<b>Amount</b>	
CCS - Southwest Elementary School	\$ 25,000,000	20 Year debt
RCCC - Advanced Technology Center	14,293,000	20 Year debt
CCC - 20 Mobile Units	2,400,000	5 Year debt
CCS - HVAC Replacement - JN Fries Middle School	3,850,000	5 Year debt
CCS - HVAC Replacement - Mt. Pleasant High School	3,850,000	5 Year debt
RCCC - Land Purchase	1,721,000	5 Year debt
RCCC - Land Purchase - less Earnest Money funded 3-19-18	<u>(135,000)</u>	1,586,000
<b>Total Projects to be funded with LOBS 2018</b>	<u><u>\$ 50,979,000.00</u></u>	



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

**APRIL 3, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items for Action at April 16, 2018 Meeting

**SUBJECT:**

Planning and Development Department - Proposed Text Amendment to  
TEXT2018-00001 - Public Hearing 6:30 P.M.

**BRIEF SUMMARY:**

Attached is a memo outlining several proposed changes to the Cabarrus  
County Development Ordinance.

The Board of Commissioners will need to consider the proposed changes  
and hold a public hearing to receive public comment on the proposed  
amendments.

If the proposed amendments related to temporary uses that include public  
assembly are approved, the Board of Commissioners will also need to  
vote to transfer the current established fee of \$206 to the Fire Marshal's  
fee schedule so that the fee can be collected by the Fire Marshal's Office.

**REQUESTED ACTION:**

1. Receive staff report.
2. Hold a public hearing.
3. Motion to consider adopting TEXT2018-00001.  
(If motion for #3 is successful, move to #4)
4. Motion to consider transfer of fee for temporary use permits that  
include assembly from the Zoning fee schedule to the Fire Marshal's fee  
schedule.

**EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

**SUBMITTED BY:**

Jonathan Marshall, AICP, Deputy County Manager  
Susie Morris, AICP, CFM, CZO, Planning and Zoning Manager

**BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS**

- [Memo to BOC](#)
  - [Ordinance](#)
-



# Memo

**To:** Cabarrus County Board of Commissioners  
**From:** Susie Morris, AICP, CZO, Planning and Zoning Manager  
**CC:** File  
**Date:** 3/21/2018  
**Re:** Proposed Text Amendment TEXT2018-00001

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Attached you will find an Ordinance that outlines proposed text changes to the Cabarrus County Development Ordinance. The proposed changes relate to the following:

- Chapter 8, Conditional Uses #21 Reception Facilities
  - Proposed change to correct typo related to handicapped parking reference in Chapter 10.
- Chapter 2, Rules of Construction and Definitions
  - Add statutory reference to definition of Agriculture.
  - Amend bona fide farm definition to reflect statutory change. A Farm Identification Number is no longer acceptable to qualify as a bona fide farm.
- Chapter 7, Performance Based Standards, #68 Temporary Uses
  - Remove references to events that include assembly
  - Remove fireworks stand
  - Amend Similar and Compatible Uses Not Specified to remove language related to events that include assembly
  - Amend temporary tent or other temporary structure use to include cell on wheels (COWS) and clarify that intended use may initiate review and approval by Emergency Management.
- Chapter 5, District Development Standards
  - Amend language requiring Cabarrus Health Alliance approval “prior to the approval of the subdivision” to “prior to the approval of any zoning or building permits” in the Open Space Design Standards table.
- Chapter 15, Subdivision Ordinance

- Amend ordinance to add two new certificates that address soil suitability analysis
  - Chapter 3, Establishment of Zones
    - Remove references in text and table to events, special events and activities and temporary amusement enterprise.
    - Clarify Temporary Tent or Other Structures definition to include Cell on Wheels and add to text and permitted use table.
  - Appendix B, Commercial Design Standards
    - Add reference in lighting standards for Appendix D, Outdoor Lighting Standards
- Deletions are in strikethrough text. Additions and corrections are in red text.
- The Planning and Zoning Commission considered these amendments on March 13<sup>th</sup>, 2017.
- The Planning and Zoning Commission voted unanimously in favor (9-0) of forwarding all of the proposed amendments to the Board of Commissioners for final consideration but for the parts of the proposed amendments that remove Temporary Uses that Include Assembly from the Development Ordinance.
  - After much discussion and debate, the Planning and Zoning Commission voted unanimously (9-0) to recommend that the proposed changes to remove uses that include assembly from the Development Ordinance not be considered by the Board of Commissioners.
  - The Planning and Zoning Commission expressed concerns that placement and location of these events, without zoning review, could create situations where uses are taking place on sites that are not appropriate and that the events may infringe on the rights of adjacent property owners.
  - Items specifically mentioned during the discussion were lack of setback requirements from adjacent owner property lines, using roads that are privately maintained for public events, traffic generation, traffic patterns, neighboring property notification and noise.
- The Board of Commissioners will need to hold a public hearing to consider the proposed amendments and to receive public comment on the proposed changes.
- Should the Board of Commissioners approve the amendments related to temporary uses that include public assembly, a vote will be needed to transfer the fee associated with Temporary Use Permits that Include Assembly to the Fire Marshal's Fee Schedule from the Planning and Zoning Fee Schedule. The current fee is \$206.00.

**AN ORDINANCE AMENDING THE CABARRUS COUNTY DEVELOPMENT ORDINANCE  
TEXT2018-00001**

**BE IT ORDAINED** that the Cabarrus Development Ordinance is hereby amended as follows:

**AMEND CHAPTER 8, CONDITIONAL USES #21, RECEPTION FACILITIES, AS FOLLOWS:**

j. The facility must provide two parking spaces for the owner/operator, plus one for every four persons in attendance at events. Service providers (staff, caterers, etc.) should be included in this calculation at a rate of one for each employee or contracted staff member. The parking area shall remain grassed (no impervious coverage). However, handicap accessible parking is required to be an improved/hard, stable surface and to meet requirements of the North Carolina State Accessibility Code and Section 10-5-3 of this Ordinance. No on-street parking is permitted.

**AMEND CHAPTER 2, RULES OF CONSTRUCTION AND DEFINITIONS AS FOLLOWS:**

**ADD** and **DELETE** the following language:

**AGRICULTURE** – ~~Agriculture~~ **North Carolina General Statute § 106 581.1 defines Agriculture is defined**  
as:

**FARM, BONA FIDE** - The production and activities relating to or incidental to the production of crops, grains, fruits, vegetables, ornamental and flowering plants, dairy, livestock, poultry, and all other forms of agriculture as defined in North Carolina General Statute § 106-581.1. For purposes of determining whether a property is being used for bona fide farm purposes, any of the following shall constitute sufficient evidence that the property is being used for bona fide farm purposes:

- a. A farm sales tax exemption certificate issued by the Department of Revenue.
- b. A copy of the property tax listing showing that the property is eligible for participation in the present use value program pursuant to North Carolina General Statute § 105-277.3.
- c. A copy of the farm owner's or operator's Schedule F from the owner's or operator's most recent federal income tax return.
- d. A forest management plan.
- e. ~~A Farm Identification Number issued by the United States Department of Agriculture Farm Service Agency.~~

**AMEND CHAPTER 7, PERFORMANCE BASED STANDARDS, #68 TEMPORARY USES AS FOLLOWS:**

**DELETE** the following language:

~~Fireworks Stands~~

~~Fireworks Stands are permitted in LC and GC zoning districts only for up to 45 days per calendar year. A maximum of one (1) structure, not to exceed 120 square feet in area, shall be allowed. The structure must be portable and completely removed at the end of the permit period. Any sale of fireworks shall be regulated in accordance with NCGS 14-410 and 14-414 and NC Fire Code (2009 Edition) Section 3308.11.~~

~~Event with Tent or Other Temporary Structure~~

~~Events in a tent or other temporary structure may be allowed in any non-residential zoning district for a period not to exceed sixty (60) days. The tent or temporary structure shall be removed~~

within 48 hours of the end of the event. Note: Depending on the expected number of patrons, additional information may be required related to traffic and public safety prior to this type of permit being issued and it may be considered an event which includes public assembly and require permitting as such.

### **EVENTS WHICH INCLUDE PUBLIC ASSEMBLY**

For events that include public assembly, applicants shall be required to submit a summary of the event and include the following preliminary information:

- Property address
- Type of use proposed
- Site diagram showing parcel boundary and setbacks
- Parking/circulation preliminary plan
- Duration of event (including set up and take down)
- Whether there will be tents/temporary structures/stages constructed
- Whether or not food vendors will be on site
- Whether or not alcohol will be allowed on site
  - Note: Alcohol sales are not permitted
- Expected attendance numbers for event per day

Once the summary has been submitted, staff will review the information and a pre-planning meeting with the appropriate agencies will be scheduled. Example agencies include, but are not limited to, the Cabarrus County Fire Marshal's Office, Volunteer Fire Departments, Emergency Management, Emergency Medical Services, the Cabarrus County Sheriff's Office, Zoning, Construction Standards, Cabarrus Health Alliance and the North Carolina Department of Transportation.

If the applicant proceeds with the proposed event following the pre-planning meeting, a full application shall be submitted to zoning for routing to the various agencies. The application shall include the following information:

- Type of use/activities proposed on site
- Staffing for event
- Parking/circulation and traffic control plan (including proposed signage)
- Site diagram showing parcel boundary and setbacks
- Duration of event (including set up and take down) and hours of operation
- Types and numbers and tents and/or temporary structures
- Expected attendance numbers for event per day
- Types of vendors that will be on site
- Security plan (if required, determined at pre-planning meeting)
- Weather plan (if required, determined at pre-planning meeting)
- Emergency medical plan (if required, determined at pre-planning meeting)
- Communication plan (if required, determined at pre-planning meeting)
- Any other applicable requirements from the North Carolina State Fire Prevention Code
- Copy of letter to adjacent property owners (if in residential district)
- Copy of list of adjacent property owners (if in residential district)
- Copy of letter(s) from property owner(s) for use of a private street or driveway (if applicable)



The following additional standards shall apply for all special events that include public assembly:

- a. More than one temporary use permit may be issued per parcel for these events. It is the responsibility of the property owner to ensure that the proper permits have been procured by vendors, merchants, promoters, etc.
- b. For events proposed in residential zoning districts, the applicant shall notify each adjacent property owner of the proposed event by US mail. Said notification shall include a description of the event, including any expected changes in traffic patterns (if applicable) and contact information for the applicant, or an appropriate designee. A copy of the letter and a list of property owner mailing addresses shall be provided as part of the application.
- c. Prior to zoning permitting, applicant must provide a copy of approved sound amplification permit from the Cabarrus County Sheriff's office if such permit is required.
- d. Customary signage for the event and for participating vendors shall be permitted on-site as part of the Temporary Use Permit. A separate temporary use permit for signage shall not be required.
- e. The parcel must have frontage on, or have direct access to, a NCDOT maintained road or a privately maintained street. Proposed access points on NCDOT roads must be approved by NCDOT. In the event that a privately maintained street is used to gain entry to the site, the applicant shall provide notarized documentation from the private street owner(s) that access to the site for the proposed event is permitted.

#### Amusement Events —

Carnivals, circuses, fairs, and amusement rides may be allowed in any non-residential zoning district for a period not to exceed fifteen (15) days, up to 4 times per calendar year on the same parcel. This classification excludes events conducted in a permanent entertainment facility.

#### Foot Race, Trail Race

Foot and Trail races may be allowed in any non-residential zoning district for a period not to exceed seven (7) days, up to four (4) times per calendar year on the same parcel. These types of events are also allowed in the AO or CR zoning districts on farm properties. These events may occur up to two (2) times per calendar year on the same parcel and shall not exceed five (5) days.

#### Festivals, Music

Music Festivals may be allowed in any non-residential zoning district, for a period not to exceed ten (10) days, up to four (4) times per calendar year on the same parcel. These types of events are also allowed in the AO or CR zoning districts on farm properties. These events may occur up to two (2) times per calendar year on the same parcel and shall not exceed five (5) days.

#### Festival, Craft or Art

Craft or Art Festivals may be allowed in any non-residential zoning district, for a period not to exceed ten (10) days, up to four (4) times per calendar year on the same parcel. These types of events are also allowed in the AO or CR zoning districts on farm properties. These events may occur up to two (2) times per calendar year on the same parcel and shall not exceed five (5) days.

~~Special Events and Activities on Public Property~~

~~Special events and activities conducted on public property, such as school sites and public parks, shall be exempt from the provisions of this Section of the Ordinance but must comply with any guidelines, regulations and permitting processes required by the Authorizing Agency.~~

Similar and Compatible Uses Not Specified

If a particular temporary use is not listed in the Ordinance, the Administrator shall have the authority to grant a temporary use permit for a "similar and compatible use". Similar and compatible uses not specified are those uses which are similar and compatible to those allowed as temporary uses in this section. Determination of what constitutes similar and compatible shall be made by the Administrator. ~~The applicant shall provide the following preliminary information for consideration (as applicable): type of use, number of employees, staffing for event, parking/circulation, hours of operation, general site description (include diagram), and duration of operation. Once this information is submitted, depending on the nature of the proposed use and whether or not it includes public assembly, additional information may be required. Please see the beginning of this section for the type of additional information that may be required.~~

**ADD** the following language:

**Temporary Tents or Other Temporary Structures, including Cell on Wheels**

Temporary tents or other temporary structures may be allowed in any non-residential zoning district for a period not to exceed sixty (60) days. The tent or temporary structure shall be removed within 48 hours of the end of the event. Note: Intended use of tent or temporary structure may initiate review and approval by the Cabarrus County Emergency Management Office in lieu of standard zoning permit.

**AMEND CHAPTER 5, DISTRICT DEVELOPMENT STANDARDS, SECTION 5-6 OPEN SPACE SUBDIVISION STANDARDS, AS FOLLOWS:**

**DELETE** the following:

~~All lots shall be required to meet County Health Department requirements for septic system installation prior to the approval of the subdivision.~~

**ADD** the following:

All lots shall be required to meet County Health Department requirements for septic system installation prior to the approval of **any zoning or building permits**.

**AMEND CHAPTER 15, SUBDIVISION ORDINANCE, AS FOLLOWS:**

**ADD** the following certificates:

**8. SOIL SUITABILITY ANALYSIS**

**SOIL SUITABILITY ANALYSIS CERTIFICATE (NO EVALUATION PERFORMED)**

I understand that all of the lots created by this plat must be evaluated by the Cabarrus Health Alliance for soil suitability. The lots on this plat have not been evaluated by the Cabarrus Health Alliance for suitability as part of the subdivision review process.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner

**SOIL SUITABILITY ANALYSIS CERTIFICATE (EVALUATION PERFORMED)**

I understand that all of the lots created by this plat must be evaluated by the Cabarrus Health Alliance for soil suitability. The following lots on this plat have been evaluated by the Cabarrus Health Alliance as part of the subdivision review process and the results are as follows:  
(List lot number and type of system supported)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner

**AMEND CHAPTER 3 ESTABLISHMENT OF ZONES AND SECTION 3-8, TABLE OF PERMITTED USES AS FOLLOWS:**

**DELETE** references to: fireworks stand, events, special events and activities and temporary amusement enterprise

**ADD Temporary Tents or Other Temporary Structures, including Cell on Wheels** to the text and the table for the appropriate zoning districts

**AMEND APPENDIX B, COMMERCIAL DESIGN STANDARDS AS FOLLOWS:**

**ADD** the following language:  
Lighting for all non-residential uses shall provide proper lighting for security purposes while not diminishing the quality of any surrounding residential uses. **See Appendix D for Outdoor Lighting Standards.**

**BE IT ALSO ORDAINED** that the Cabarrus County Development Ordinance is hereby amended as follows:

**RENUMBER AND REVISE** the Table of Contents and page numbers in the Cabarrus County Development Ordinance to correspond to the text changes as needed.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ by the Cabarrus County Board of Commissioners.

\_\_\_\_\_  
Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Terri Lea Hugie, Clerk to the Board



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

**APRIL 3, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items for Action at April 16, 2018 Meeting

**SUBJECT:**

Solid Waste Management - Scrap Tire Recycling and Disposal Contract with US Tire Recycling

**BRIEF SUMMARY:**

Pursuant to NCGS 130-A-309.58, Cabarrus County is required to dispose/recycle used and scrap tires at a state approved disposal facility. US Tire Recycling, located in Cabarrus County, meets the requirements as set out by state regulations. The Solid Waste Department requests that US Tire Recycling continue to be designated as the County's disposal facility for used and scrap tires, and that the Board of Commissioners approve the renewal of the five (5) year contract in the amount up to \$1,125,000 (\$225,000 per year). This service is funded through a revenue distribution from the State Scrap Tire Tax Program and is included in the FY 2018 - 2019 budget.

**REQUESTED ACTION:**

Motion to approve the designation of US Tire Recycling as the County's disposal facility for used and scrap tires; including the renewal of the five-year contract between Cabarrus County and US Tire Recycling for an amount up to \$1,125,000, subject to budget approval for FY 2019, 2020, 2021, 2022 and 2023; and to authorize the County Manager to execute the contract on behalf of the County, subject to review and/or revision by the County Attorney.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes



**SUBMITTED BY:**

Kevin Grant, Sustainability Manager  
Kyle Bilafer, Area Manager of Operations

**BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS**

- [US Tire Recycling Scrap Tire Contract](#)
-

STATE OF NORTH CAROLINA

CABARRUS COUNTY

**RECYCLING & DISPOSAL CONTRACT**

This Scrap Tire Recycling and Disposal Contract (“Contract”) made and entered on this 1st day of July, 2018 (“Anniversary Date”), by and between the County of Cabarrus, a political subdivision of the State of North Carolina, hereafter referred to as “County” and U.S. Tire Recycling at 6322 Poplar Tent Road Concord, North Carolina 28027, herein after referred to as the “Contractor” .

**WITNESSETH**

WHEREAS, the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm: and,

WHEREAS, the Contractor is qualified to provide collection, transportation recycling and disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service.

**1) Scrap Tire Volume Generated**

It is unknown how many scrap tires that the County receives at its landfill annually. However, the Contractor understands that the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this Contract.

**2) Term**

This Contract shall be in full force and effect for a period of five (5) years from the date of execution, unless terminated earlier per Section 8 (b) with two (2) automatically extended annual renewal terms at the end of each successive term unless either party notifies the other party in writing 30 days prior to the expiration of the term of his desire to terminate this contract, in which case the term shall end as scheduled.

**3) Time of Performance**

Contractor shall remove each loaded trailer in a timely manner. Non-working days shall include Saturday, Sunday, New Year’s Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and the day after Christmas.

STATE OF NORTH CAROLINA

CABARRUS COUNTY

**4) Invoices**

The Contractor shall invoice the County for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6. Each invoice shall include a dated listing of the loads collected and transported.

**5) Collection Disposal Fees**

The County shall pay Contractor, for the work described in Section 2, including processing of all passenger and truck tires, the sum of \$75.00 per ton. A Consumer Price Index adjustment will be calculated in March of each year and Contractor will notify the county of any increase at that time. Consumer Price Index adjustments will be applied to the contract price each year on the July 1. Off road tires are charged at the same rate of \$75.00 per ton plus an additional \$0.17 per pound with no minimum tonnage. U. S. Tire Recycling reserves the right to reject or apply a special handling sur-charge fee for any and all tires that appear to have been burned, buried or shredded prior to transfer to their facility. Fuel Sur-charge with formula shown in next paragraph will apply.

In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation, shall be promptly sent to Contractor and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor.

**6) Taxes, etc. clause**

Should the local, state, or federal government impose a franchise fee or tax, Contractor will pass this fee on to the county, or Contractor and County will agree to cancel the contract. Should such termination or recession occur before performance of the activity herein provided is begun, all parties hereto shall be released from the provisions hereof without liability or obligation. Should such termination or recession occur after such performance is begun, the liability and obligations of the parties shall be limited to settlement of all proper claims based upon performance prior to termination or recession of this contract. In no case shall the Company be liable or responsible for any other cost of obtaining, preparing, maintaining, or operating the facilities for deposit of said tires nor shall Company be liable or responsible for any of the cost of obtaining, preparing, maintaining or operating the location for assembly, collection, and removal of said tires.

**7) Termination**

This Contract may be terminated according to either of the following provisions:

STATE OF NORTH CAROLINA

CABARRUS COUNTY

a) Default: If either party hereto deems the other party hereto to be in default of any provision hereof, the claiming party shall provide notice in writing to the defaulting party of said default. If said defaulting party fails to correct the default within twenty (20) working days from the date of notice, the other party may terminate this Contract immediately. In case of such termination the party terminating this contract shall forthwith give the other party written notice of such termination.

b) Mutual Agreement: This Contract may be terminated by mutual agreement of the parties hereto, at any time.

**8) Force Majeure**

a) Suspension of Performance: The performance of its duties and obligations hereunder by either party shall be suspended to the extent that such performance, in whole or in part, shall be rendered impracticable by Force Majeure.

b) Definition: Force Majeure - For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of the party invoking the same, including without limitation: acts of God or of a public enemy, acts of government or governmental authority in either its sovereign or contractual capacity, wars, riots, fires, floods, explosions, epidemics, boycotts, excessive fuel prices, blackouts, strikes, labor disputes, equipment breakdowns, and any transportation problem directly affecting or inhibiting pickups.

c) Notice: In the event that either party hereto determines that a Force majeure has occurred, or its is likely to occur, said party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of such problem, the anticipated effect thereof on said party's performance hereunder and when normal performance may be expected. In the event of excessive fuel prices of over the road diesel. Contractor and County will negotiate satisfactory terms for both parties involved.

d) No Unreasonable Delay: Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

**9) Representations**

9.1) The Contractor represents, warrants and covenants to County that:



STATE OF NORTH CAROLINA

**CABARRUS COUNTY**

**a)** It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina, and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.

**b)** The execution, delivery and performance of this Contract have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a party or by which it may be bound.

**c)** Contractor shall comply with all environmental and other applicable governmental permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby indemnifies County against any punitive or other action resulting from or associated with Contractor's failure to do so.

**9.2)** County represents, warrants and covenants to Contractor that:

**a)** The execution, delivery and performance of this Contract by County have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound. Concurrently herewith, County tenders unto Contractor a certified copy of the resolution of its Board of Commissioners authorizing execution and delivery of this Contract.

**10) Insurance**

Contractor does hereby attest that it has general liability insurance coverage (which covers all its operations including but not limited to motor vehicle transportation) in the minimum amount of one million (\$1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this Contract. County shall be listed as an additional insured under said Certificate of Insurance and a copy of said endorsement shall be provided to County within ten (10) days signing of Contract. Contractor shall at all times during the existence of this contract maintain liability insurance coverage in the amount not less than one million (\$1,000,000.00) dollars.

STATE OF NORTH CAROLINA

**CABARRUS COUNTY**

**11) Hold Harmless**

The Contractor does hereby indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection, removal and transportation of tires in accordance with the terms of this contract; and, in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, the Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment or decree being brought against either of them, the Contractor will pay such judgment or comply with such decree with all costs and expenses of whatsoever nature and hold the County harmless therefrom.

**12) Disputes**

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws, legal processes and courts of the State of North Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. Venue for any action arising out of this contract shall be the general court of justice, **County of Cabarrus, N.C.**

**13) Miscellaneous**

**13.1)** Contractor agrees to be an equal opportunity employer and not discriminate based on race, religion, or sex.

**13.2)** This Contract may be changed only by agreement in writing and signed by both parties hereto.

**13.3)** This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and/or written.

**13.4)** This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.

**13.5)** This Contract shall be governed by the laws of the State of North Carolina.

**13.6)** The sections and heading in the Contract are for reference purposes only and shall not affect in any way the meaning of this Contract or any part herein.

STATE OF NORTH CAROLINA

**CABARRUS COUNTY**

**13.7)** In the event that any provision of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.

**13.8)** All notices and other formal communications hereunder shall be made in writing and given or delivered by certified United States mail to the principal and at the address designated below. Acceptance thereof shall be deemed to constitute receipt.

**Contractor**

U.S. Tire Recycling  
6322 Poplar Tent Road  
Concord, North Carolina 28027

**County**

Cabarrus County  
P.O. Box 707  
Concord, NC 28026

**13.9)** Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any similar matter.

**13.10)** This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonable withheld or delayed.

STATE OF NORTH CAROLINA

**CABARRUS COUNTY**

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date first above written.

CABARRUS COUNTY

BY: \_\_\_\_\_

ATTEST

\_\_\_\_\_

U.S. TIRE RECYCLING

BY \_\_\_\_\_

ATTEST

\_\_\_\_\_





**CABARRUS COUNTY**  
**BOARD OF COMMISSIONERS**  
**REGULAR MEETING**

**APRIL 16, 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**

JAY M. ROBINSON AIR FORCE JROTC  
JAY M. ROBINSON HIGH SCHOOL

**INVOCATION**

REVEREND SCOTT DAVIS  
PITTS BAPTIST CHURCH

**A. APPROVAL OR CORRECTION OF MINUTES**

1. Approval or Correction of Meeting Minutes

**B. APPROVAL OF THE AGENDA**

**C. RECOGNITIONS AND PRESENTATIONS**

1. Hauler Parade Presentation - CSM Production
2. Cabarrus Health Alliance - 2017 State of the County Health Report
3. Active Living and Parks - Older Americans Month 2018 Proclamation
4. Planning and Development - Soil and Water Stewardship Week Proclamation

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

## **E. OLD BUSINESS**

## **F. CONSENT AGENDA**

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

1. Finance - Cabarrus County Schools Renovation Request for J.N. Fries Middle School
2. Finance - Resolution Approving Installment Contract Financing for Various Public Projects up to \$55,000,000
3. Library - Presentation of Grant Application
4. Sheriff's Office - Request to Award a Service Weapon to Lieutenant Milton Daniel Harless Upon Retirement
5. Solid Waste Management - Landfill: Proposed Construction and Demolition Waste and Individual Household Municipal Solid Waste Tipping Fees
6. Solid Waste Management - Scrap Tire Recycling and Disposal Contract with US Tire Recycling
7. Tax Administration - Refund and Release Reports - March 2018

## **G. NEW BUSINESS**

1. Planning and Development Department - Proposed Text Amendment to TEXT2018-00001 - Public Hearing 6:30 P.M.
2. County Manager - Mount Pleasant Middle School Sale Offer Review
3. Finance - Acceptance of Construction bid for a new Southwest Area Elementary School for Cabarrus County Schools
4. Infrastructure and Asset Management - Courthouse Recording Devices Ban
5. Sheriff's Office - Animal Shelter Update and Report About the Animal Shelter

## **H. APPOINTMENTS TO BOARDS AND COMMITTEES**

1. Appointments and Removals - Cabarrus County Animal Protection Advisory Board
2. Board of Commissioners - Request for Applications for County Boards/Committees

## **I. REPORT**

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 - March 2018 Monthly Summary Report

5. Finance - Monthly Financial Update

**J. GENERAL COMMENTS BY BOARD MEMBERS**

**K. WATER & SEWER DISTRICT OF CABARRUS COUNTY**

**L. CLOSED SESSION**

1. Closed Session - Pending Litigation and Economic Development

**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>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>
<b>June 4</b>	<b>Work Session</b>	<b>4:00 p.m.</b>	<b>Multipurpose Room</b>
<b>June18</b>	<b>Regular Meeting</b>	<b>6:30 p.m.</b>	<b>BOC Meeting 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  
CHANGES TO THE AGENDA  
APRIL 3, 2018**

**ADDITIONS:**

**Discussion Items for Action at April 16, 2018 Meeting**

- 4-7 Solid Waste Management - Landfill: Proposed Construction and Demolition Waste and Individual Household Municipal Solid Waste Tipping Fees Pg. 72**

**SUPPLEMENTAL INFORMATION:**

- 4.1 County Manager - Mount Pleasant Middle School Sale Offer Review Pg. 76**
- **Upset Bid**



ADDITION

**CABARRUS COUNTY  
BOARD OF COMMISSIONERS**

**WORK SESSION  
APRIL 3, 2018  
4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items for Action at April 16, 2018 Meeting

**SUBJECT:**

Solid Waste Management - Landfill: Proposed Construction and Demolition Waste and Individual Household Municipal Solid Waste Tipping Fees

**BRIEF SUMMARY:**

The Franchise Agreement awarded to Republic Services of Charlotte during the October and November 2017 Board of Commissioners Meetings includes an increased rate per ton for disposal of solid waste at the Charlotte Motor Speedway Landfill. The new rate will be \$39 per ton effective July 1, 2018. This effects individual household municipal solid waste delivered to the County Construction and Demolition (C&D) Landfill. A revised fee schedule is being proposed to cover the increased tipping fees, County labor, fuel and vehicle maintenance costs to deliver the household municipal solid waste to the Charlotte Motor Speedway Landfill. The proposed C&D Waste tipping fee increase to \$2 per ton of construction and demolition waste delivered to the County C&D Landfill is to cover operating costs of the C&D Landfill. The proposed fee would be \$41 per ton (includes the \$2 per ton NC disposal tax), and would be effective July 1, 2018.

**REQUESTED ACTION:**

Motion to approve the proposed fee schedule.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Kevin Grant, Sustainability Manager

**BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS:**

- [Fee Schedule Effective July 1, 2015](#)
- [Proposed Fee Schedule](#)

**Cabarrus County Solid Waste Fee Schedule**  
**Effective July 1, 2015**

<b>Construction and Demolition (C&amp;D) Waste</b>	
\$37.00 per ton / minimum charge	
\$25.00 flat rate per load	501 to 1,999 pounds
\$13.00 flat rate per load	1 to 500 pounds
<b>Uncontaminated Yard Waste</b>	
	\$30.00 per ton
<b>Mixed Debris*</b>	
*Special Handling Charge	\$45.00 per ton \$30.00 per load
<b>Notes: All Loads Subject to State Disposal Tax : \$2.00 per ton</b>	

<b>Resident Household Solid/Yard Waste</b>	
Up to 5 (32) gallon bags	\$4.00
6 to 10 (32) gallon bags	\$6.00
Pickup or Trailer not to exceed 8 Feet in length	\$10.00
Pickup or Trailer w/sideboards	\$16.00

<b>Sale of Mulch</b>	
Pickup/trailer load (8ft. or less)	\$10.00
Call 704-920-2950 for Availability	
Tuesday	2:00 p.m. – 4:30 p.m.
Thursday	2:00 p.m. – 4:30 p.m.

<b>Electronics (Resident Dropoff)</b>	
Televisions up to 20" diagonal	No Charge
Televisions larger than 20"	No Charge
Computer Monitors	No Charge

<b>All Other Electronics</b>	Computers and peripherals, printers/copiers, radios, fax machines, landline and cell phones, answering machines, VCRs, DVD players, stereos, mp3, PDAs, speakers, etc.
Residents	No Charge
Businesses	\$0.10 per pound

<b>Recyclable Materials</b>	No Charge
Cardboard	<p style="text-align: center;">Receive a \$4.00 credit towards household waste disposal fee with a donation of two (2) grocery size bags of recyclable materials.</p> <p style="text-align: center;">(No plastic or foam bags, please.)</p>
Household Paper: newspaper, magazines, junk mail, office paper, etc.	
Green, brown and clear glass beverage or food containers	
Aluminum and steel Cans	
Plastic containers, types 1-7	
Used Motor Oil and Filters	
Antifreeze / Coolant	
Automotive / Marine batteries	
Used Tires: Passenger car tires delivered by county residents will be accepted in loads of five (5) or less. Tires from commercial establishments must be delivered to US Tire Recycling on Poplar Tent Road consistent with N.C., G.S. 130-A-309.58	

**Cabarrus County PROPOSED Solid Waste Fee Schedule  
Effective July 1, 2018 (Pending BOC Approval)**

<b>Construction and Demolition (C&amp;D) Waste</b>	
\$39.00 per ton / minimum charge	
\$25.00 flat rate per load	501 to 1,999 pounds
\$15.00 flat rate per load	1 to 500 pounds
<b>Uncontaminated Yard Waste</b>	\$30.00 per ton
<b>Mixed Debris*</b>	\$45.00 per ton
*Special Handling Charge	\$30.00 per load
<b>Notes: All Loads Subject to State Disposal Tax : \$2.00 per ton</b>	

<b>Resident Household Solid/Yard Waste</b>	
Up to 5 (32) gallon bags	\$6.00
6 to 10 (32) gallon bags	\$9.00
Pickup or Trailer not to exceed 8 Feet in length	\$15.00
Pickup or Trailer w/sideboards	\$24.00

<b>Sale of Mulch</b>	
Pickup/trailer load (8ft. or less)	\$10.00
Call 704-920-2950 for Availability	
Tuesday	2:00 p.m. – 4:30 p.m.
Thursday	2:00 p.m. – 4:30 p.m.

<b>Electronics (Resident Dropoff)</b>	
Televisions up to 20" diagonal	No Charge
Televisions larger than 20"	No Charge
Computer Monitors	No Charge

<b>All Other Electronics</b>	Computers and peripherals, printers/copiers, radios, fax machines, landline and cell phones, answering machines, VCRs, DVD players, stereos, mp3, PDAs, speakers, etc.
Residents	No Charge
Businesses	\$0.25 per pound

<b>Recyclable Materials</b>	No Charge
Cardboard	<p>Receive a \$5.00 credit towards household waste disposal fee with a donation of two (2) grocery size bags of acceptable recyclable materials.</p> <p>(No plastic or foam bags, please.)</p>
Household Paper: newspaper, magazines, junk mail, office paper, etc.	
Green, brown and clear glass beverage or food containers	
Aluminum and steel Cans	
Plastic containers, types 1-7	
Used Motor Oil and Filters	
Antifreeze / Coolant	
Automotive / Marine batteries	
Used Tires: Passenger car tires delivered by county residents will be accepted in loads of five (5) or less. Tires from commercial establishments must be delivered to US Tire Recycling on Poplar Tent Road consistent with N.C., G.S. 130-A-309.58	



STATE OF NORTH CAROLINA

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

COUNTY OF CABARRUS

THIS AGREEMENT ("Agreement"), is by and between Piedmont Hardwood Lumber Company Inc

a(n) \_\_\_\_\_ ("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) 494 N Main St. Mount Pleasant NC, 28124 in Cabarrus County, consisting of 20.27 acres. The PIN is 56701870330000, 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.

\$ 535,550

(b) "Purchase Price" shall mean the sum of Five hundred thirty five thousand Five hundred fifty Dollars, payable on the following terms:

\$ 26,777.50

(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.

\$ 508,772.50

(ii) "Cash balance of Purchase Price" at Closing in the amount of Five hundred eight thousand seven hundred seventy two Dollars. Fifty cents

(c) "Closing" shall mean the date of completion of the process detailed in Section 9 of this Agreement. Closing shall occur on or before May 17, 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.

Buyer Initials CLH 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 May 11, 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](mailto: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: 9000 Hwy 49 S.  
MT Pleasant NC, 28124  
\_\_\_\_\_  
e-mail address \_\_\_\_\_ fax number \_\_\_\_\_  
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 CDL, 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:**

**SELLER:**

Individual

Cabarrus County

*Piedmont Hardwood Lumber*

By \_\_\_\_\_

Date: 7-2-18

County Manager

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

\_\_\_\_\_

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

Buyer Initials PHL Seller Initials \_\_\_\_\_



Business Entity

Piedmont Hardwood Glue Co Inc.  
(Name of Entity)

BY: \_\_\_\_\_

Name: Curtis J. Smith

Title: VP

Date: 4-2-18