



## **CABARRUS COUNTY BOARD OF COMMISSIONERS**

**WORK SESSION  
MAY 7, 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. 70

### **4. DISCUSSION ITEMS FOR ACTION**

4.6 Appointment of Interim Clerk to the Board Pg. 71

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

3.1 Board of Commissioners - Cabarrus Adult Care and Nursing Home Community Advisory Committees' 2017 Annual Report Pg. 2

3.2 Infrastructure and Asset Management - Courthouse Recording Devices Ban Update Pg. 8

3.3 Infrastructure and Asset Management - Parking Deck Update Pg. 9

### **4. DISCUSSION ITEMS FOR ACTION AT MAY 21, 2018 MEETING**

4.1 Cabarrus County Schools - Reallocation request for the Performance Learning Center Project Pg. 15

4.7 Cabarrus County Schools – Request for West Cabarrus High School Contingency Funds Pg. 72

4.8 Kannapolis City Schools – Carver Elementary School Pg. 75

4.2 County Manager - Duke Energy Easement at Coddle Creek Reservoir Pg. 20

4.3 County Manager - Duke Energy Easement at Kannapolis Middle School Pg. 26

4.4 County Manager - Mount Pleasant Middle School Sale Offer Review Pg. 32

4.5 Planning and Development Department - Amendment to Agreement with Water and Sewer Authority of Cabarrus County to Collect Fees Pg. 61

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

### **6. ADJOURN**



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

**MAY 7, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Board of Commissioners - Cabarrus Adult Care and Nursing Home  
Community Advisory Committees' 2017 Annual Report

**BRIEF SUMMARY:**

Laurie Abounader, Regional Ombudsman will present the Adult Care and  
Nursing Home Community Advisory Committee's 2017 Annual Report.

**REQUESTED ACTION:**

Receive report.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Laurie Abounader, Regional Ombudsman, Centralina Council of  
Governments

**BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS**

- [CAC Annual Report](#)
-

**2017 ANNUAL REPORT**  
**of**  
**CABARRUS COUNTY**  
**ADULT CARE HOME AND NURSING HOME COMMUNITY ADVISORY COMMITTEES**

**Introduction**

In Cabarrus County, resident facilities are categorized as: (1) Adult Care Home or (2) Nursing Home. When a member of the community finds the need to place themselves or a family member in a residential care facility, they should consider the following:

- An adult care home provides services to those who cannot live alone and/or have mild health problems. The adult care home is a unique environment that provides residents the comforts of home as well as a social community in which to stay active. In addition, adult care homes offer residents medical supervision and assistance with basic daily living activities such as bathing, eating, dressing, cooking and housekeeping.
- A nursing home offers services to those who have a severe or debilitating physical or mental illness or who are unable to care for themselves. Nursing homes provide a higher level of care and are required to hire credentialed staff, such as nurses, therapists, and social workers.

Residents in both types of facility have rights and responsibilities as outlined in the Nursing Home and Adult Care Home Resident Bill of Rights. The **ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE (ACHCAC) AND NURSING HOME COMMUNITY ADVISORY COMMITTEE (NHCAC)** appointed by the Commission are charged with monitoring facility compliance with the Bill of Rights. They do so by visiting each facility on a quarterly basis and submitting a written report that is public record and kept on file at Centralina Council of Governments Area Agency on Aging Ombudsman Program.

Visit <http://www.ncdhhs.gov/aging/ombud/cac.htm> for a comprehensive view of the NC Division of Aging and Adult Services.

**Purpose of the Community Advisory Committees**

Community Advisory Committee members are volunteer advocates who are appointed by the County Commissioners to serve on the nursing and adult care home Community Advisory Committees (CAC) in each county (G.S. 131E-128 and 131D-31). There are over 1,300 volunteers state-wide. These volunteers are trained and assisted by Regional Ombudsmen.

The Community Advisory Committees focus on: (1) ensuring nursing homes and adult care homes uphold the intent of the Resident Bill of Rights when they care for residents and (2) promoting community involvement and cooperation with homes to ensure quality of care for residents.

Currently, the ACHCAC has 7 members and the NHCAC has 5 members. The need for dedicated volunteers is ongoing, and the greatest need at this time is on the Adult Care Home CAC.

**Were all the homes in Cabarrus County served by the Committees?**

All homes were visited during 2017.

- The Nursing Home (NH) CAC completed 28/28 (100%) of its required, quarterly visits to the seven homes in Cabarrus County.
- The Adult Care Home (ACH) CAC completed 39/40 (98%) of its required quarterly visits. This Committee is divided into two sub-committees -- one sub-committee visits on weekdays, the other schedules visits in the evening and Saturday mornings. This schedule is flexible allowing people who are employed to be able to volunteer.

**Cabarrus County Facility Data**

10	Adult Care Homes	801 licensed beds
7	Nursing Homes	739 licensed beds
3	Family Care Homes	18 licensed beds
<b>20</b>	<b>Long-Term Care Homes</b>	<b>1558 licensed beds</b>

**Educational Efforts by the Committees**

- During facility visits, volunteers educate residents, family members, and facility staff on the Residents Bill of Rights that protects all residents of long-term care facilities. Residents and their family members often do not know, or remember, what their rights are.
- Volunteers share information about the performance history of the various homes in the County, and are often asked for guidance on how to choose a long-term care facility.
- CAC volunteers receive required quarterly training on a variety of long-term care topics. The volunteers communicate this information to residents and staff during their visits.
- During visits, the Committees provided information on:
  - Resident’s Rights
  - Elder Abuse Awareness
  - Infection Control and Handwashing
  - Immunizations and Influenza
  - Training Opportunities for Staff
- Several Committee volunteers take advantage of various educational workshops offered at local facilities, or online courses, or by the Centralina Area Agency on Aging (CAAA) to enhance their understanding of aging and long-term care issues. As a result of ongoing training and existing skills and experiences, these volunteers are viewed as an important resource by the community.

**Describe Community Involvement by the Committees**

- Both the ACHCAC and the NHCAC conduct Quarterly Visits to their assigned homes. These visits allow the volunteers to build rapport with residents and to identify service gaps that may be filled by individuals, groups, and agencies in the community.
- CAC volunteers also collect and deliver needed items to the homes, including: books, magazines, clothing, and toiletries. The Adult Care Home volunteers collected toiletries and other needed items and donated these items to all residents of three of the assisted living homes during the holiday season. The residents were very grateful.
- Volunteers promote community participation in Cabarrus Senior Games, the Cabarrus County Scam Jam, Senior Health and Wellness Day, and the Residents Rights Celebration.

- d. Volunteers, along with the CAAA and facility staff and other local agencies, planned and hosted the **Annual Cabarrus County Resident Rights Celebration**. More than 100 residents, staff, volunteers and local officials attended the event. The facilities hosted the planning meetings and donated food and items for goody bags for each resident. Residents enjoyed the event, including refreshments, contests, entertainment, BINGO, and much more. Several local businesses donated items for this event. Many residents comment that this annual event is one of their best days of their year.

### **Describe Problems Encountered by the Committees**

- a. Several homes in Cabarrus County make significant effort to provide residents with high quality care. CAC members appreciate the high standards maintained by the homes that exceed minimum standards of care.
- b. CAC members continually encourage homes operating at minimum standards to improve their quality of care and facility environment. The ACHCAC worked closely in 2017 with Cabarrus DSS to report ongoing environmental and care concerns at two of the County's more problematic homes.
- c. While some facilities do an excellent job providing a wide variety of stimulating activities for residents, other facilities put little to no effort into planning fun activities. In facilities with minimal activity opportunities, it is not unusual to find residents sleeping all day, sitting by the television for hours, or congregating in the smoking area for entertainment.
- d. Nursing Home CAC volunteers often receive concerns involving staffing, including:
  - a. inadequate staffing,
  - b. excessive staff turnover,
  - c. poorly trained staff,
  - d. undesirable staff attitude, and
  - e. lack of appropriate supervision of staff.
- e. Many residents do not receive any visitors at all, leaving residents lonely and isolated. The need for individuals and groups to visit residents is an ongoing, and very real need.
- f. Limited transportation is a concern at several facilities. While some facilities offer regular group outings to stores, other facilities do not.
- g. CACs often observe staff who do not wear their nametag.
- h. Cabarrus County has too few options available for individuals who need dementia care and also accept Medicaid/Special Assistance.

### **Committee Involvement in Grievance Resolutions**

- a. The most common concerns shared with CAC Volunteers include:
  - a. visitation rights,
  - b. medication administration,
  - c. housekeeping issues, and
  - d. roommate compatibility issues.
- b. Residents are often unwilling to make a formal complaint for fear that actual or perceived retaliation may occur. Therefore, the CAC plays a vital role in bringing grievances to the attention of facility administrators and regularly advocating for quality of care and quality of life issues. These volunteers provide a collective voice on issues that residents are often uncomfortable voicing individually.

- c. In September 2017, several Cabarrus County CAC volunteers attended CAC Leadership Training, which offers advanced-level training on investigating grievances, documenting the investigation, determining capacity, obtaining consent, etc. This additional training enables the Committees to handle complaints more efficiently and effectively for residents. Additional Leadership Classes will be offered in 2018.

#### **Strengths of the Facilities in Cabarrus County**

- a. Many facilities offer outstanding activities programs that enhance resident life.
- b. This past year, most facilities worked with the Board of Elections to enable residents to vote.
- c. Many facilities provide excellent care and residents regularly praise staff for the care they receive.
- d. Most facility administrators and staff want to do a good job, and are welcoming and responsive to the observations and recommendations of the Committees.
- e. Most facilities have resident councils that meet monthly to provide an opportunity for residents to suggest changes. In addition, several facilities have food councils and family councils.
- f. Many facilities have worked hard to create a homelike atmosphere.

#### **Weaknesses of Facilities in Cabarrus County**

- a. Facilities need to train staff more thoroughly and hire sufficient staff to reduce turnover and avoid burnout.
- b. High staff turnover remains a significant problem, and turnover adversely impacts continuity of care.
- c. Some adult care homes continue to have ongoing maintenance and housekeeping issues.
- d. Residents would benefit from more community individuals or groups that visit and/or participate in activities with residents. For example, a church group could have a Bingo Party as an activity.

#### **Other comments**

- a. Both CACs extend an open invitation to the BOCC to join CAC members on their Quarterly Visits.
- b. More dedicated volunteers are needed to do this important work. The CAC Committees hope that the County Commissioners will continue efforts to recruit new volunteers using local media, the County website, and any other opportunities.
- c. The CAC Volunteers appreciate the work of the staff in the County Clerk's office, who are always helpful and accommodating.
- d. Both CAC Committees will plan for the 2018 Annual Resident Rights Luncheon in October. We invite local service-minded groups and individuals to join this effort by collecting toiletries, socks, pens, pads, sweet treats and miscellaneous items to give to residents.

THE REGIONAL OMBUDSMAN WILL DISTRIBUTE THIS REPORT TO THE COUNTY COMMISSIONERS, THE COUNTY DEPARTMENT OF SOCIAL SERVICES AND THE DIVISION OF AGING AND ADULT SERVICES.

Prepared by Laurie Abounader, Regional Ombudsman, Centralina Council of Governments with input from members of both Community Advisory Committees.

--Date prepared: April 30, 2018



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

**MAY 7, 2018**  
**4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Infrastructure and Asset Management - Courthouse Recording Devices Ban Update

**BRIEF SUMMARY:**

County staff will provide schedule and procedure updates for the Cabarrus County Courthouse Recording Devices Ban Project that was presented to the Board of Commissioners in March and April.

**REQUESTED ACTION:**

No action required.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

**BUDGET AMENDMENT REQUIRED:**

No

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

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

**MAY 7, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Infrastructure and Asset Management - Parking Deck Update

**BRIEF SUMMARY:**

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

**REQUESTED ACTION:**

No action required.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

**BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS**

[Parking Deck Photos](#)

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Attachment number 1 \n



Augercast Pile Install



Pile Cap Excavation



Pile Cap Rebar



Shallow Foundations & Retaining Wall Rebar



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

**MAY 7, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items for Action at May 21, 2018 Meeting

**SUBJECT:**

Cabarrus County Schools - Reallocation request for the Performance Learning Center Project

**BRIEF SUMMARY:**

The Cabarrus County Board of Education approved a reallocation of budget for the Performance Learning Center (PLC) on April 16, 2018. The Cabarrus County Board of Education is now requesting approval of the reallocation by the Cabarrus County Board of Commissioners. A reallocation of \$80,000 from the PLC Architect line item is requested to be distributed as follows: \$20,000 to the Construction line item and \$60,000 to the Furniture and Equipment line item. A memo with further details is included with this agenda item.

**REQUESTED ACTION:**

Motion to approve the reallocation of Performance Learning Center funds and the associated Budget Amendment.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Kelly Kluttz, Cabarrus County Schools  
Brian Cone, Cabarrus County Schools

**BUDGET AMENDMENT REQUIRED:**

Yes

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

**BUDGET AMENDMENT:**

**ATTACHMENTS**

- [CCS PLC Reallocation Memo](#)
  - [PLC Budget Amendment](#)
-





April 25, 2018

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

Re: Request to reclassify funds in PLC project

Dear Board of Commissioners:

On April 16, 2018 the Cabarrus County Board of Education voted unanimously to allow staff to request a transfer of funds in the PLC project. The BOE is not requesting additional funds, just a reclassification of currently budgeted funds.

Below, you will find the explanation for the request that was provided to the BOE.

We have been working closely with our design team of Liles Construction Company, Inc. and Morris-Berg Architects for the past 6 months on the programming and design development of the new PLC facility. Over the last couple of months as we finalized the design, the team began working through the final budgeting of the project and solidifying their construction team.

To recap the monies allocated for this project, we had a construction budget of \$3,080,291.00 for the design, site development and construction of the building. Outside of the this we have additional approved funding for FFE, technology, engineering and administration fees. The final construction estimate provided is approximately \$20,000.00 higher than the original budget. We have worked on value engineering this project in hopes of getting closer to our target price but at this point any more VE done would jeopardize the look and end result of this project which we do not want to have happen.

We are also working through the FF&E for the project and after initial estimate realize that the funded amount will not meet the needs of the school. Our budget for this school is \$131,709.00 but initial estimates have the FF&E package coming in just over \$200,000.00. We would request that an additional \$60,000.00 be added to our FF&E budget to help offset the additional cost.

We are working to value engineer the furniture package but again, we do not want to jeopardize the product we are providing to students and staff.

As a part of our Soft Cost Funding, we also included a separate line for 'Architect' in the amount of \$100,000.00. This money was allocated on the original budget as a kind of safety net for the project on the chance that we were not satisfied or confident with the direction the design firm

selected was taking which is not the case. The Design-Build delivery method does not provide us the control we typically have over which architectural firm is chosen. There was also the question of Construction Administration (CA) that is typically handled by our design consultants. Again, with a Design-Build delivery method, this would not have been provided since the architectural firm is contracted under the general contractor and not the school system.

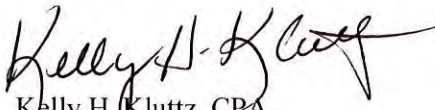
Between myself and Executive Director of Operations Tim Lowder, we have a combined 55 years' experience in the construction industry and are more than capable of providing the necessary CA required for this project. This along with the fact that we are working with two firms that have a long history with Cabarrus County Schools is why we feel we will not require the use of this money.

With that said, we would like to request from Cabarrus County Commissioners that we be allowed to reallocate \$80,000.00 from the architectural account to help offset these additional expenses. The \$20,000.00 would be moved into the Construction Account and \$60,000.00 would be moved into the FF&E Account. If the commissioners are agreeable, we will do a budget amendment to the existing purchase order.

The request is highlighted in green, below.

F	PU	PR	OL	LO	UI	UJ	Description	Budget Balance	Recommended BJE	Total Expense	Outstanding PO	Current Balance
4	9000	925	522	000	500	00	New PLC - Construction	3,080,291.00	20,000.00	275,000.00	2,805,291.00	20,000.00
4	9000	925	522	000	520	00	New PLC - Legal & Admin	19,000.00		6,120.91	-	12,879.09
4	9000	925	522	000	530	00	New PLC - Architect	100,000.00	(80,000.00)	-	-	20,000.00
4	9000	925	522	000	540	00	New PLC - Engineers (9606)	100,000.00		27,035.75	-	72,964.25
4	9000	925	522	000	550	00	New PLC - Land Acquisition (9801)	195,000.00		175,900.00	-	19,700.00
4	9000	925	522	000	570	00	New PLC - F&E	131,709.00	60,000.00	-	-	191,709.00
4	9000	925	522	000	570	15	New PLC - Start Up Supplies	40,000.00		-	-	40,000.00
4	9000	925	522	000	575	00	New PLC - Technology	200,000.00		-	-	200,000.00
4	9000	925	522	000	575	10	PLC - Technology Infrastructure	134,000.00		-	-	134,000.00
4	9000	925	522	000			PLC - Contingency	240,000.00		-	-	240,000.00
								4,240,000.00	-	483,456.66	2,805,291.00	951,252.34

Sincerely,

  
 Kelly H. Kluttz, CPA  
 Chief Financial Officer  
 Cabarrus County Schools

### Budget Revision/Amendment Request

Date: 5/21/2018

Amount: 80,000.00

Dept. Head: Susan Fearrington (prepared by staff)

Department: Finance - 369 LOBS 2017

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

This budget amendment moves funds within the Performance Learning Center project from Architects in the amount of \$80,000.00 into Construction, \$20,000.00 and Furniture and Fixtures, \$60,000.00.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
369	9	7341-9607	Architects	100,000.00		80,000.00	20,000.00
369	9	7341-9820	Construction	3,080,291.00	20,000.00		3,100,291.00
369	9	7341-9860	Furniture and Equipment	131,709.00	60,000.00		191,709.00

**Budget Officer**

- Approved  
 Denied

**County Manager**

- Approved  
 Denied

**Board of Commissioners**

- Approved  
 Denied

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

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

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

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

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

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*Date*



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

**MAY 7, 2018**  
**4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items for Action at May 21, 2018 Meeting

**SUBJECT:**

County Manager - Duke Energy Easement at Coddle Creek Reservoir

**BRIEF SUMMARY:**

County staff will provide information for Duke Energy requesting an easement on property owned by Cabarrus County at the Coddle Creek Reservoir near NC Highway 73. This easement and the work to be completed within it are part of a larger Duke Energy improvement project in that area. The draft document and map of the proposed improvements are attached.

**REQUESTED ACTION:**

Motion to approve the easement agreement between Cabarrus County and Duke Energy. Authorize the County Manager to execute the easement document on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Jonathan B. Marshall, Deputy County Manager

**BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS**

- [Draft easement document](#)
  - [Map of proposed improvements](#)
  - [Memo](#)
-

EASEMENT

NORTH CAROLINA  
CABARRUS COUNTY

Prepared By: Chris Branch  
Return To: Duke Energy Carolinas  
Attn: Chris Branch  
2818 South Main Street  
Concord, NC 28027

THIS EASEMENT ("Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), from CABARRUS COUNTY, a political subdivision of the State of North Carolina, ("GRANTOR," whether one or more), to Duke Energy Carolinas, LLC, a North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Number Three (3) Township, described as follows: PIN# 4692113936, containing 1871.83 acres, more or less, and being the land described in deeds to Cabarrus County, a political subdivision of the State of North Carolina from: 1) Lois W. Smith, dated January 11, 1991, and recorded in Deed Book 777, Page 141; 2) The City of Concord, North Carolina, a Municipal Corporation, dated April 27, 1989, and recorded in Deed Book 711, Page 73; also shown as a tract entitled, "Lake Don T. Howell (formally Coddle Creek Reservoir)", shown on a plat, dated December 5, 2007, entitled "Lake Don T. Howell (formally Coddle Creek Reservoir)", on sheet 10 of 10, and recorded in Plat Book 54, Page 104, all Cabarrus County Registry (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

Attachment number 1 \n

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

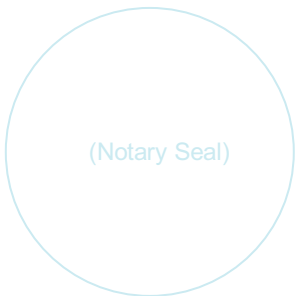
CABARRUS COUNTY  
a political subdivision of the State of North Carolina

By: \_\_\_\_\_  
Michael K. Doans, County Manager

\_\_\_\_\_  
NORTH CAROLINA, \_\_\_\_\_ COUNTY

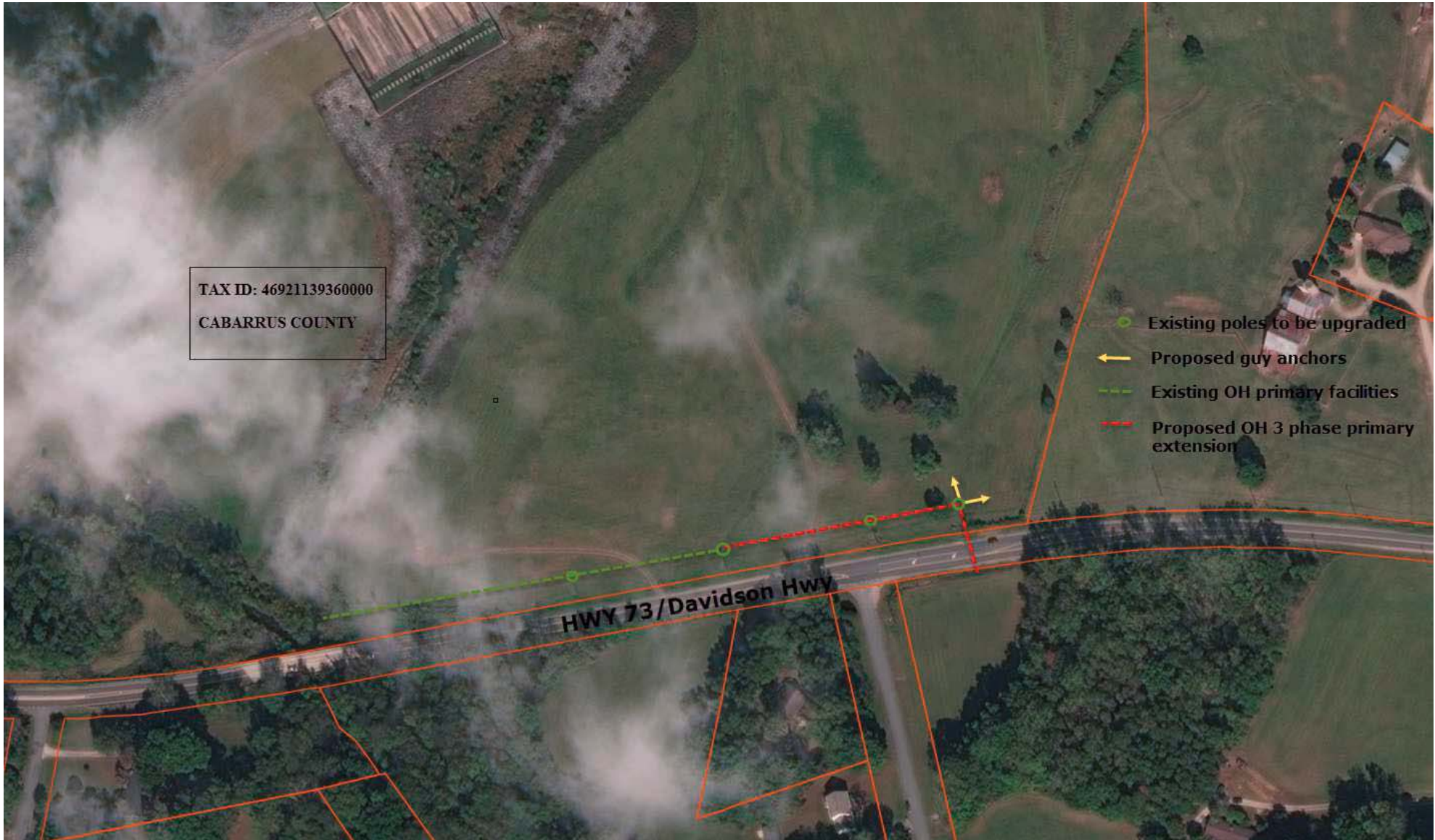
I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he is County Manager of CABARRUS COUNTY, a political subdivision of the State of North Carolina and that by authority duly given and as the act of said COUNTY, the foregoing EASEMENT.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.



\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_





# Memo

**To:** Board of Commissioners  
**From:** Jonathan B. Marshall, Deputy County Manager  
**CC:** Michael K. Downs, County Manager  
**Date:** 4/24/2018  
**Re:** Duke Energy Easements

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Duke Energy has requested two separate easements on County property. They are presented as two agenda items so that each can be considered on its own.

The first request is related to a previous approval by the Board of Commissioners. The Board approved a wireless tower location at Kannapolis Middle School since the property is owned by the County. This easement is necessary for Duke Energy to supply power to the light standard/tower facility. The easement has been reviewed by Kannapolis City Schools and they do not have any objections to its approval. A copy of the draft easement document and map are attached to the agenda item.

The second request is part of some larger improvements being made by Duke Energy along NC Highway 73 in the area of the Coddle Creek Reservoir. Water & Sewer Authority of Cabarrus County staff, as operator of the reservoir, has reviewed the request and does not have any objections. A copy of the draft easement document and map are attached to the agenda item.



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

**MAY 7, 2018**  
**4:00 P.M.**

---

**AGENDA CATEGORY:**

Discussion Items for Action at May 21, 2018 Meeting

**SUBJECT:**

County Manager - Duke Energy Easement at Kannapolis Middle School

**BRIEF SUMMARY:**

County staff will provide information for Duke Energy requiring an easement to supply power to a previously approved wireless communications facility at Kannapolis Middle School. A copy of the draft easement document and map are attached.

**REQUESTED ACTION:**

Motion to approve the easement for Duke Energy at Kannapolis Middle School. Authorize the County Manager to execute the easement on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Jonathan B. Marshall, Deputy County Manager

**BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS**

- [Draft easement](#)
  - [Map of easement area](#)
  - [Memo](#)
-

EASEMENT

NORTH CAROLINA  
CABARRUS COUNTY

Prepared By: Chris Branch  
Return To: Duke Energy Carolinas  
Attn: Chris Branch  
2818 South Main Street  
Concord, NC 28027

THIS EASEMENT ("Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
("Effective Date"), from CABARRUS COUNTY, a body politic and political subdivision of the State of North Carolina,  
("GRANTOR," whether one or more), to DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company  
("DEC"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Number Four (4), Kannapolis, described as follows: PIN: 5612290010 & 5612275906; containing 56.44 acres, more or less, and being the land described deeds from: 1) W. Richkard Rogers, Sr., and wife, Virginia M. Rodgers to CABARRUS COUNTY, a body politic and political subdivision of the State of North Carolina, dated March 28, 2003, and recorded in Deed Book 4417, Page 94; also shown on a plat entitled "W. Rickard and Virginia M. Rodgers", dated March 06, 2003, and recorded in Map Book 41, Page 84; 2) Warner Richkard Rogers, and wife, Virginia M. Rodgers to CABARRUS COUNTY, a body politic and political subdivision of the State of North Carolina, dated January 25, 2008, and recorded in Deed Book 8026, Page 315; also shown on a plat entitled "W. Rickard Rogers, Sr. and Virginia M. Rodgers", dated January 19, 2007, and recorded in Map Book 51, Page 61, all Cabarrus County Registry (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, underground conduits, enclosures/transformers, vaults and manholes, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide for the overhead portion of said facilities and twenty (20) feet wide for the underground portion of said facilities together with an area ten (10) feet wide on all sides of the foundation of any DEC enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now

Attachment number 1 \n

or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

CABARRUS COUNTY

By: \_\_\_\_\_  
\_\_\_\_\_, County Manager,

ATTEST:

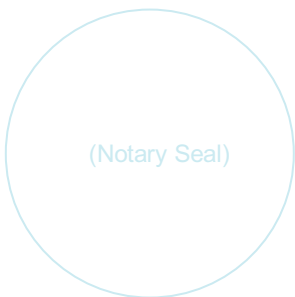
\_\_\_\_\_  
Megan I.E. Smit, Clerk to the Board

(Affix Official Seal)

NORTH CAROLINA, \_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, certify that \_\_\_\_\_ Megan I.E Smit \_\_\_\_\_ personally appeared before me this day and acknowledged that she is Clerk to the Board of CABARRUS COUNTY, and that by authority duly given and as the act of said COUNTY, the foregoing EASEMENT was signed in its name by its County Manager, sealed with its official seal, and attested by herself as its Clerk to the Board.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**SAFETY First**  
 USP: 200L RECLOSER FID:41126574  
 USP: OAKWOOD AVE, AFTER SUNSET DR  
 USP:  
 USP:

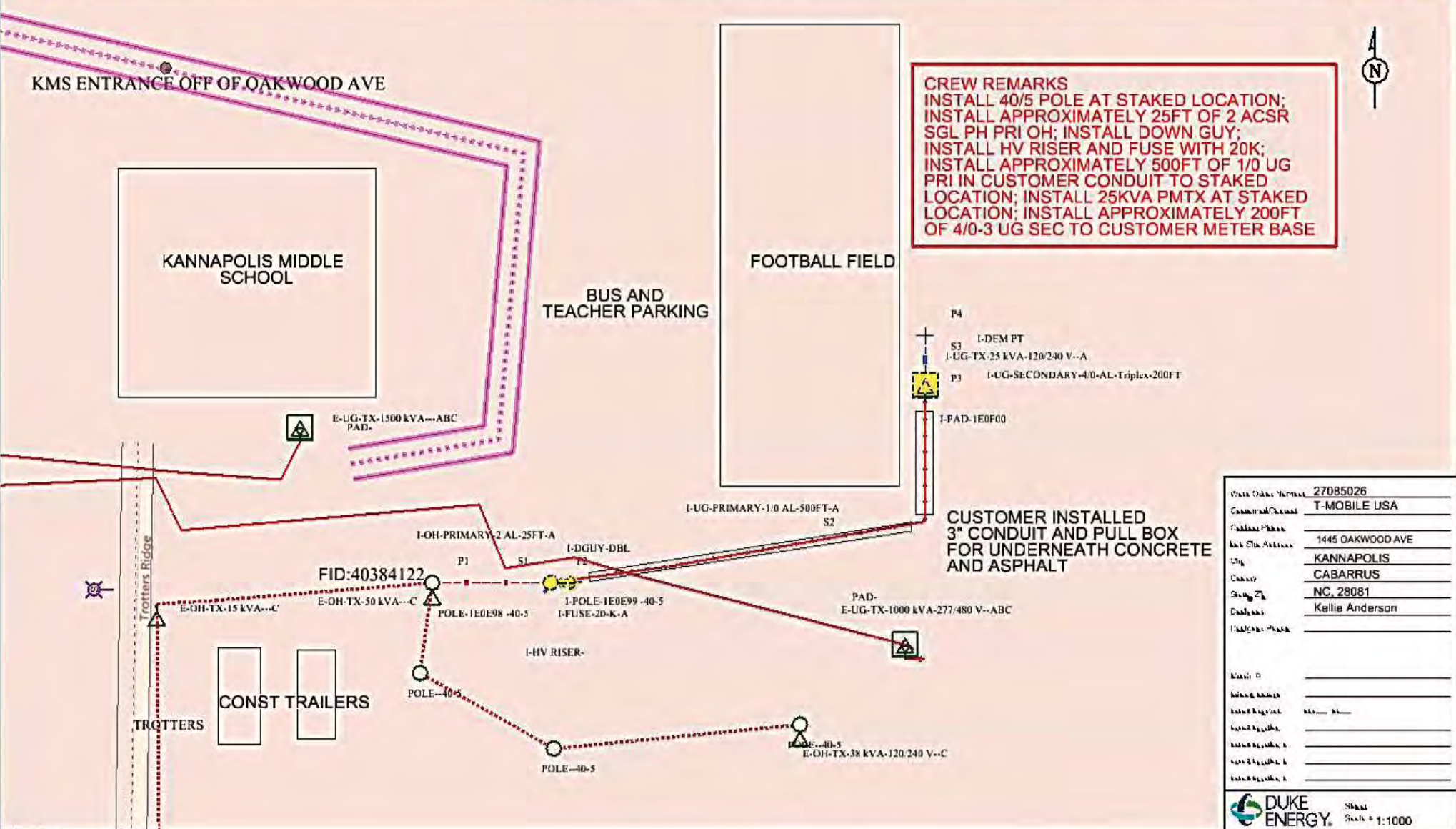


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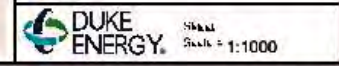


**ALWAYS REMEMBER YOUR CIRCLE OF SAFETY  
 STAY HYDRATED**

**REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.**



Work Order Number	27085026
Contract/Order	T-MOBILE USA
Project Name	
Job Site Address	1445 OAKWOOD AVE
City	KANNAPOLIS
County	CABARRUS
State Zip	NC, 28081
Contractor	Kellie Anderson
Installer Name	
Installer ID	
Installer Address	
Installer City	
Installer State Zip	
Installer Contract No	
Installer License No	



# Memo

**To:** Board of Commissioners  
**From:** Jonathan B. Marshall, Deputy County Manager  
**CC:** Michael K. Downs, County Manager  
**Date:** 4/24/2018  
**Re:** Duke Energy Easements

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Duke Energy has requested two separate easements on County property. They are presented as two agenda items so that each can be considered on its own.

The first request is related to a previous approval by the Board of Commissioners. The Board approved a wireless tower location at Kannapolis Middle School since the property is owned by the County. This easement is necessary for Duke Energy to supply power to the light standard/tower facility. The easement has been reviewed by Kannapolis City Schools and they do not have any objections to its approval. A copy of the draft easement document and map are attached to the agenda item.

The second request is part of some larger improvements being made by Duke Energy along NC Highway 73 in the area of the Coddle Creek Reservoir. Water & Sewer Authority of Cabarrus County staff, as operator of the reservoir, has reviewed the request and does not have any objections. A copy of the draft easement document and map are attached to the agenda item.



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

**MAY 7, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items for Action at May 21, 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.

Staff has invited the potential owner to the meeting to discuss both his short and long term plans for the site with the Cabarrus County Board of Commissioners. If the Board of Commissioners decides to approve the sale through this upset bid process, a motion will be needed to approve the bid award and authorize the County Manager to execute the purchase contract between Cabarrus County and Corporate Funding Associates II, LLC, subject to revision by the County Attorney.

**REQUESTED ACTION:**

Motion to approve the bid award and authorize the County Manager to execute the purchase contract between Cabarrus County and Corporate Funding Associates II, LLC, subject to revision by the County Attorney.

**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](#)
  - [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

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



STATE OF NORTH CAROLINA

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

COUNTY OF CABARRUS

THIS AGREEMENT ("Agreement"), is by and between Corporate Funding Associates II, LLC

a(n) Limited Liability Company ("Buyer"), and (individual or type of entity)

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

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

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

(a) "Property": (Address) 8325 NC Hwy 49 N. Mount Pleasant, NC 28124 in Cabarrus County, consisting of +/- 20.27 acres. The PIN is, and the prior deed reference is Book, Page of the Cabarrus Public Registry. The legal description or other information about the Property is attached as Exhibit A and incorporated by reference.

\$ 510,000.00 (b) "Purchase Price" shall mean the sum of Five hundred, ten thousand dollars Dollars, payable on the following terms:

\$ 25,500.00 (i) "Earnest Money" shall mean a deposit of 5.0% of the Purchase Price, which deposit is payable to the Cabarrus County Clerk to the Board upon Buyer's execution of this Agreement. The Clerk is not an escrow agent for purposes of this Agreement. Her duties relative to this Agreement are defined by North Carolina law.

\$ 484,500.00 (ii) "Cash balance of Purchase Price" at Closing in the amount of Four hundred, eighty-four thousand, five hundred Dollars.

(c) "Closing" shall mean the date of completion of the process detailed in Section 9 of this Agreement. Closing shall occur on or before April, 20, 2018. TIME IS OF THE ESSENCE AS TO THE CLOSING DATE.

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

(e) "**Examination Period**" shall mean the period beginning on the first day after the Contract Date and extending through 5:00 pm on April 19, 2018. Failure to close for any reason after expiration of the Examination Period shall cause the Buyer to forfeit the Earnest Money as provided by North Carolina law. There is no other right to terminate by Buyer. TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

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

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

(h) "**Buyer's Notice Address**" shall be as follows: Corporate Funding Associates, LLC  
270 Copperfield Blvd. Suite 205, Concord, NC 28025  
\_\_\_\_\_  
e-mail address T.Earnhardt@CFMrealestateinc.com fax number N/A  
except as same may be changed pursuant to Section 10.

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

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), if applicable, any deferred or rollback taxes, and other conveyance fees or taxes required by law. Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:


\_\_\_\_\_  
\_\_\_\_\_  
Each party shall pay its own attorneys fees.

Buyer Initials TE Seller Initials \_\_\_\_\_

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

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

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

Buyer Initials  \_\_\_\_\_ 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

Page 4 of 6

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

Attachment number 2 \n

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 \_\_\_\_\_

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~~ 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 CDL 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 CJL, 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 EARNST 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

STATE OF NORTH CAROLINA

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

COUNTY OF CABARRUS

THIS AGREEMENT ("Agreement"), is by and between Corporate Funding Associates II, LLC

a(n) Limited Liability Company ("Buyer"), and (individual or type of entity)

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

FOR AND IN 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) 8325 NC Hwy 49 N. Mount Pleasant, NC 28124 in Cabarrus County, consisting of +/- 20.27 acres. The PIN is, and the prior deed reference is Book, Page of the Cabarrus Public Registry. The legal description or other information about the Property is attached as Exhibit A and incorporated by reference.

\$ 601,326.00 (b) "Purchase Price" shall mean the sum of Six-hundred, one-thousand, three-hundred, twenty-six and no/100 Dollars, payable on the following terms:

\$ 30,066.30 (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.

\$ 571,259.70 (ii) Cash balance of Purchase Price at Closing in the amount of Five hundred, seventy-one thousand, two-hundred fifty-nine and seventy cents 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 May, 25, 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 TC 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 24, 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: 270 Copperfield Blvd. Suite 205, Concord, NC 28025  
\_\_\_\_\_  
\_\_\_\_\_  
e-mail address T.Earnhardt@CFMrealestateinc.com 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 TE Seller Initials \_\_\_\_\_

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

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

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

Buyer Initials TC \_\_\_\_\_ 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



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 TC \_\_\_\_\_ Seller Initials \_\_\_\_\_

Business Entity

Corporate Funding Associates II, LLC

(Name of Entity)

BY: Tommy K Earnhardt

Name: Tommy K. Earnhardt

Title: Owner

Date: April 16, 2018

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

Publish Date: April 17th, 2018

Bid Due Date: April 27th, 2018 at 4:00 p.m.

The Board of Commissioners of Cabarrus County has authorized the sale by upset bid of the parcel of real estate (the "Property") attached as Exhibit A.

Persons wishing to upset the \$601,326.00 offer with a closing date May 25th, 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 \$631,442.30.

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**

**MAY 7, 2018**  
**4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items for Action at May 21, 2018 Meeting

**SUBJECT:**

Planning and Development Department - Amendment to Agreement with Water and Sewer Authority of Cabarrus County to Collect Fees

**BRIEF SUMMARY:**

Recent changes in state legislation and related judicial action have created a need to revise the agreement that Cabarrus County has with the Water and Sewer Authority of Cabarrus County (WSACC). Currently, Cabarrus County collects a percentage of the fees for administration of the program. WSACC is proposing that the agreement be amended to be a flat rate for the administration of the program. The proposal is for \$50,000 a year for administering the collection of the fees.

**REQUESTED ACTION:**

Adopt amended agreement to collect fees at a flat rate versus percentage basis.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Kelly Sifford, AICP, Planning and Development Director

**BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS**

- [Current agreement](#)
  - [Proposed amendment](#)
-

## AGREEMENT FOR THE COLLECTION OF CAPITAL RECOVERY FEES

This agreement (Agreement) is entered into by and between Cabarrus County (County), a political subdivision of the State of North Carolina and the Water and Sewer Authority of Cabarrus County (WSACC), a public corporation of the State of North Carolina.

WHEREAS, the Board of Directors (Board) of WSACC has adopted an Ordinance for the implementation of a Capital Recovery Fee (CRF) on all new construction effective July 1, 1999; and

WHEREAS, the Board of WSACC has requested that the County collect the CRF at the time Building Permits are issued for new construction and at the time Plumbing Permits are issued for existing structures, which are built on or after July 1, 1999, and originally served by a septic tank system and connect to public sewer; and

WHEREAS, the County wishes to support WSACC in providing for sewer line extensions and treatment of plant expansion to serve the future needs of Cabarrus County by collecting the CRF.

WITNESSETH: that - -

1. The County agrees to perform the following basic functions when Building Permits and Plumbing Permits are issued, effective July 1, 1999, and as identified by letter from the County dated March 9, 1999, (Exhibit A) and in accordance with the WSACC CRF Ordinance adopted April 15, 1999, (Exhibit B):
  - a. Actual collection of the fee
  - b. Verification of the fee to be charged
  - c. Responding to anticipated questions and comments about the fee
  - d. Accounting and annual auditing of the transactions
2. WSACC agrees that the County will add and collect a charge for the CRF collection based upon the following schedule:
  - a. Five percent (5%) of all fees collected during the first year of collection;
  - b. Two and one-half percent (2½%) of all fees collected during the subsequent years.
3. The collection charge will be added to the CRF and shown separate on the statement.
4. Funds collected each calendar month will be forwarded to WSACC by the fifteenth (15<sup>th</sup>) day of the following month, less the collection charges.
5. The County Board of Commissioners and the Board of WSACC may, by mutual action, amend this Agreement to modify any of the terms, conditions, or procedures outlined herein.

6. This Agreement is valid through June 30, 2029. Either party may terminate this Agreement by giving the other party a one (1) year's notice, or as the parties may otherwise agree.

IN WITNESS WHEREOF, the County has executed this Agreement this 25 day of May, 1999, and WSACC has executed this Agreement this 20 day of May, 1999.

Cabarrus County

Jeffrey E. Barnhart  
Jeffrey Barnhart, Chairman

Attest:

Frankie F. Bonds  
Frankie F. Bonds, Clerk  
(Seal)

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

Blair Bennett  
Finance Director

Water and Sewer Authority of Cabarrus County

Kenneth F. Payne  
Kenneth F. Payne, Chairman

Attest:

Jamie Y. Small  
Jamie Y. Small, Secretary  
(Seal)

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

Michael Wilson  
Finance Director

Crfcoll.agr



NORTH CAROLINA

CABARRUS COUNTY

**AMENDMENT TO THE AGREEMENT FOR THE  
COLLECTION OF CAPITAL RECOVERY FEES**

The Water and Sewer Authority of Cabarrus County (WSACC) and Cabarrus County (County) entered into an Agreement for the Collection of Capital Recovery Fees (Agreement) on May 20, 1999, outlining the duties of the County in the collection of the capital recovery fees for WSACC and the remuneration to the County for the collection of such fees. In accordance with item 5 of the Agreement, the parties mutually agree to amend the terms of the Agreement in this Amendment.

The North Carolina General Assembly enacted GS 162A-200 “System Development Fees” during the 2017 session. This general statute specifically outlined methods for calculation, collection and accounting for System Development Fees also referred to as Capital Recovery Fees by WSACC and the County. In order to be in compliance with GS 162A-200, the parties agree to amend the Agreement as indicated below.

Any and all references to Capital Recovery Fees (CRF) will be replaced by the term, System Development Fees (SDF).

1. Effective July 1, 2018, the County agrees to perform the following basic functions when Building Permits and Plumbing Permits are issued and WSACC commits to sewer flow allocation in accordance with WSACC’s Annual Budget Ordinance setting the amount of the SDF:
  - a. Actual collection of the SDF
  - b. Verification of the SDF to be charged
  - c. Responding to anticipated questions and comments about the SDF
  - d. Accounting and annual auditing of the transactions
2. WSACC agrees to pay the County a total of \$55,320 annually for efforts involved in the collection of SDF in installments preferred by the County. WSACC agrees to make payment within fifteen (15) days of being invoiced.
3. SDF collected each calendar month will be forwarded to WSACC by the fifteenth (15<sup>th</sup>) day of the following month.
4. The County Board of Commissioners and the Board of WSACC may, by mutual action, amend this Agreement to modify any of the terms, conditions or procedures outlined herein.
5. This Amendment is valid through June 30, 2029. Either party may terminate this Amendment by giving the other party a one (1) year’s notice, or as the parties may otherwise agree.

IN WITNESS WHEREOF, the County has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2018, and WSACC has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Cabarrus County

\_\_\_\_\_  
Stephen Morris, Chairman

Attest:

\_\_\_\_\_  
Terri Hugie, Clerk to the Board  
(Seal)

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

\_\_\_\_\_  
Susan Fearington, Finance Director

Water and Sewer Authority of Cabarrus County

\_\_\_\_\_  
Troy Barnhardt, Chairman

Attest:

\_\_\_\_\_  
Tammy M. Garifo  
Secretary to the Board

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

\_\_\_\_\_  
Michael Wilson, Finance Director



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS REGULAR MEETING

**MAY 21, 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

GIRL SCOUT TROOP 2377  
CENTER UNITED METHODIST CHURCH

### INVOCATION

REVEREND SHELDON DAVIS  
OAK GROVE MISSIONARY 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. Cooperative Extension - Youth Commission End of Year Recognition
2. Planning and Development - Cabarrus Soil and Water Conservation District Contest Recognitions
3. Communications and Outreach - Active Living and Parks - Printing Industries of America 2017 Best Decorative Printing
4. Communications and Outreach - Cabarrus County Awarded for Excellence in Communications Efforts
5. County Manager - Memorial Day 2018 Proclamation

6. Emergency Medical Services - Cabarrus County Emergency Medical Services (EMS) 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. Cabarrus County Schools – Request for West Cabarrus High School Contingency Funds
2. County Manager - Duke Energy Easement at Coddle Creek Reservoir
3. County Manager - Duke Energy Easement at Kannapolis Middle School
4. Kannapolis City Schools – Carver Elementary School
5. Planning and Development Department - Amendment to Agreement with Water and Sewer Authority of Cabarrus County to Collect Fees
6. Tax Administration - Refund and Release Reports - April 2018

**G. NEW BUSINESS**

1. Cabarrus County Schools - Reallocation request for the Performance Learning Center Project
2. County Manager - Mount Pleasant Middle School Sale Offer Review
3. County Manager - Presentation of the Proposed FY19 Cabarrus County Budget and Scheduling of a Public Hearing

**H. APPOINTMENTS TO BOARDS AND COMMITTEES**

1. Appointments - Cabarrus County Tourism Authority
2. Appointments - Water and Sewer Authority of Cabarrus County
3. 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 - April 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**

**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 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>June 18</b>	<b>Regular Meeting</b>	<b>6:30 p.m.</b>	<b>BOC Meeting Room</b>
<b>July 2</b>	<b>Work Session</b>	<b>4:00 p.m.</b>	<b>Multipurpose Room</b>
<b>July 17</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  
MAY 7, 2018**

**ADDITIONS:**

**Discussion Items for Action**

**4-6 Board of Commissioners - Appointment of Interim Clerk to the Board Pg. 71**

**Discussion Items for Action at May 21, 2018 Meeting**

**4-7 Cabarrus County Schools - Request for West Cabarrus High School Contingency Funds  
Pg. 72**

**4-8 Kannapolis City Schools - Carver Elementary School Pg. 75**

ADDITION

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**MAY 7, 2018  
4:00 P.M.**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Board of Commissioners - Appointment of Interim Clerk to the Board

**BRIEF SUMMARY:**

An appointment is needed for Interim Clerk to the Board.

**REQUESTED ACTION:**

Motion to suspend the Rules of Procedure.

Motion to appoint an Interim Clerk to the Board.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Mike Downs, County Manager

**BUDGET AMENDMENT REQUIRED:**

No

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

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ADDITION

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS REGULAR MEETING

**MAY 7, 2018  
4:00 P.M.**

---

**AGENDA CATEGORY:**

New Business

**SUBJECT:**

Cabarrus County Schools - Request for West Cabarrus High School Contingency Funds

**BRIEF SUMMARY:**

Over the last few months the contractor has encountered additional site work challenges that have greatly impacted the scope of work required to finish preparing the west side of this project.

Additional undercutting and removal of mass and trench rock has been performed. Ground water intrusion continues to require us to install underground french drain systems to collect and distribute in a controlled manner. We also had exhausted all mining efforts with onsite material and began importing structural material from an offsite source. Additional site development costs have been encountered due to the final approved site development drawings being completed after the bids were accepted.

See the attached memo for additional information from the Cabarrus County Finance Department.

**REQUESTED ACTION:**

Motion to approve the \$860,000 West Cabarrus High School contingency request through the use of Capital Reserve Funding and authorize the Cabarrus County Finance Director to prepare the appropriate budget amendment and project ordinances.

**EXPECTED LENGTH OF PRESENTATION:**

15 Minutes



**SUBMITTED BY:**

Kelly Kluttz, CCS Chief Financial Officer  
Tim Lowder, CSS Executive Director of Operations

**BUDGET AMENDMENT REQUIRED:**

Yes

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

**BUDGET AMENDMENT:**

**ATTACHMENTS**

[Memorandum](#)

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Memorandum

To: Board of Commissioners

From: Susan Farrington, Finance Director

Date: May 21, 2018

Ref: West Cabarrus High School Contingency Request

Cabarrus County Schools has requested contingency funding due to these unforeseen site issues and revisions made to the final approved civil construction documents. They are requesting \$860,000 of contingency allowance to help offset these expenses. The current contingency funded balance for the project is zero.

On February 5, 2018, the Board of Commissioners approved \$600,000 in funding for West Cabarrus High School unsuitable soils. Funding was provided \$185,750 from the Mount Pleasant Middle School Capital Reserve Contingency and \$414,250 from the West Cabarrus High School Capital Reserve Contingency (total amount funded as of that date). At this time, an additional contingency funding of \$1,267,250 for the West Cabarrus High School contingency 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 and be funded before the adoption of the FY19 budget.

ADDITION

## CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**MAY 7, 2018  
4:00 P.M.**

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### **AGENDA CATEGORY:**

New Business

### **SUBJECT:**

Kannapolis City Schools - Carver Elementary School

### **BRIEF SUMMARY:**

The County funded the conversion of Kannapolis Intermediate to Carver Elementary School in the amount of \$1,520,978 (FY 2016, \$750,000 and FY 2017 \$770,978). Currently, approximately \$130,000 is available to meet future capital requests for this project. Kannapolis City Schools is requesting approximately \$118,148 of the available funds to move the school office to the front of the building. See the attached memo for more details.

### **REQUESTED ACTION:**

Motion to approve moving forward with the office relocation project as requested.

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

15 Minutes

### **SUBMITTED BY:**

Will Crabtree, Director of Business Operations

### **BUDGET AMENDMENT REQUIRED:**

No

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

**ATTACHMENTS**

- [Memorandum](#)
-



# Kannapolis City Schools

100 DENVER STREET  
KANNAPOLIS, NC 28083

704-938-1131 FAX: 704-933-6370

<http://www.kannapolis.k12.nc.us>

William F.  
Director of Busin  
Will.Crabtree@

May 2, 2018

To: Mike Downs, County Manager

From: Dr. Chip Buckwell, Superintendent  
Will Crabtree, Director of Business Operations

Re: Request to Amend Budget for Carver Elementary

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We would like to request the savings from the Carver Elementary School renovation, which will be approximately \$130,000, be used to move the office to the front of the building. This is an important project for us as it deals directly with the safety of the students and staff. We received bids on the project with the base bid being the security vestibule and reception area and the alternate being Principal, Assistant Principal, and Literacy Coach offices. The lowest base bid was \$118,148 with the alternate being \$99,047 for a total of \$217,195. We would propose to use the savings for the base bid work and possibly use lottery funds and potential funding from 2018-2019 to complete the alternate at a later date. Thank you for your consideration of this project.