

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**February 1, 2021
4:00 PM**

-
- 1. CALL TO ORDER - CHAIRMAN**
 - 2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN**
 - 3. DISCUSSION ITEMS - NO ACTION**
 - 3.1. Sheriff's Office - 2021 First Quarter State of the Office Update Pg. 3
 - 3.2. Infrastructure and Asset Management - Cabarrus County Emergency Medical Services Headquarters Project Update Pg. 4
 - 3.3. Infrastructure and Asset Management - Courthouse Expansion Project Update Pg. 11
 - 3.4. Innovation and Technology - Innovation Report Pg. 17
 - 4. DISCUSSION ITEMS FOR ACTION**
 - 4.1. Active Living and Parks - Lease for Cox Mill School Park Property to City of Concord Pg. 19
 - 4.2. Active Living and Parks - Sale of Fixed Asset Budget Amendment Pg. 27
 - 4.3. BOC - Appointments to Boards and Committees Pg. 30
 - 4.4. County Manager - Central Area Plan Inter-local Agreement Modification Pg. 33
 - 4.5. County Manager - Child Care Facility Partnership Pg. 38
 - 4.6. County Manager - Emergency Rental Assistance Grant Pg. 41
 - 4.7. County Manager - Purchase of Property for the Northeast Cabarrus Public Safety Communications Towers Pg. 44
 - 4.8. County Manager - Utility Easements at Roberta Road Middle School Pg. 59
 - 4.9. Planning and Development - 2020-2021 HOME Program Budget Amendment and Project Ordinance Pg. 65
 - 4.10. Planning and Development - Community Development Programs for 2021-2022 - Public Hearing 6:30 p.m. Pg. 71
 - 4.11. Property and Liability Internal Service Fund – Move Funds from Property and Liability Insurance Internal Service Fund to the General Fund Pg. 73
 - 4.12. Tax Administration - Advertisement of 2020 Delinquent Taxes Pg. 76
 - 4.13. Tax Administration – Waiver of Occupancy Tax Penalty Pg. 80
 - 5. APPROVAL OF REGULAR MEETING AGENDA**

5.1. BOC - Approval of Regular Meeting Agenda Pg. 84

6. ADJOURN

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**February 1, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Sheriff's Office - 2021 First Quarter State of the Office Update

BRIEF SUMMARY:

Sheriff Shaw will present an update on the State of the Office and answer any questions regarding the Sheriff's Office.

REQUESTED ACTION:

No action required.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Chief Deputy James N. Bailey

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

February 1, 2021
4:00 PM

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Cabarrus County Emergency Medical Services Headquarters Project Update

BRIEF SUMMARY:

Staff will present an update on the project including the proposed building layout, exterior materials, project schedule, etc.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

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

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Exterior Materials Board Picture
- ▣ Preliminary Schematic Floor Plans
- ▣ Exterior Rendering EMS HQ



ALUMINUM COMPOSITE METAL PANELS



CORRUGATED METAL PANELS



ALUMINUM STOREFRONT WINDOWING DOORS



WOOD GRAIN PANELS & LOUVERS



FIELD BRICK

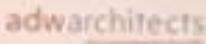


BRICK ACCENT



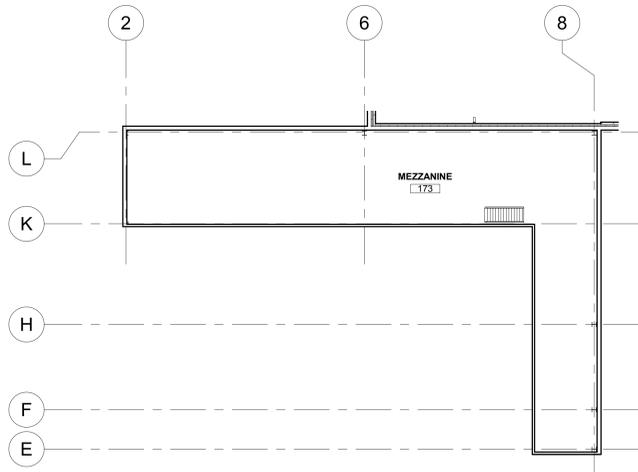


CABARRUS COUNTY EMS
 CABARRUS, NC
 OCTOBER 2020

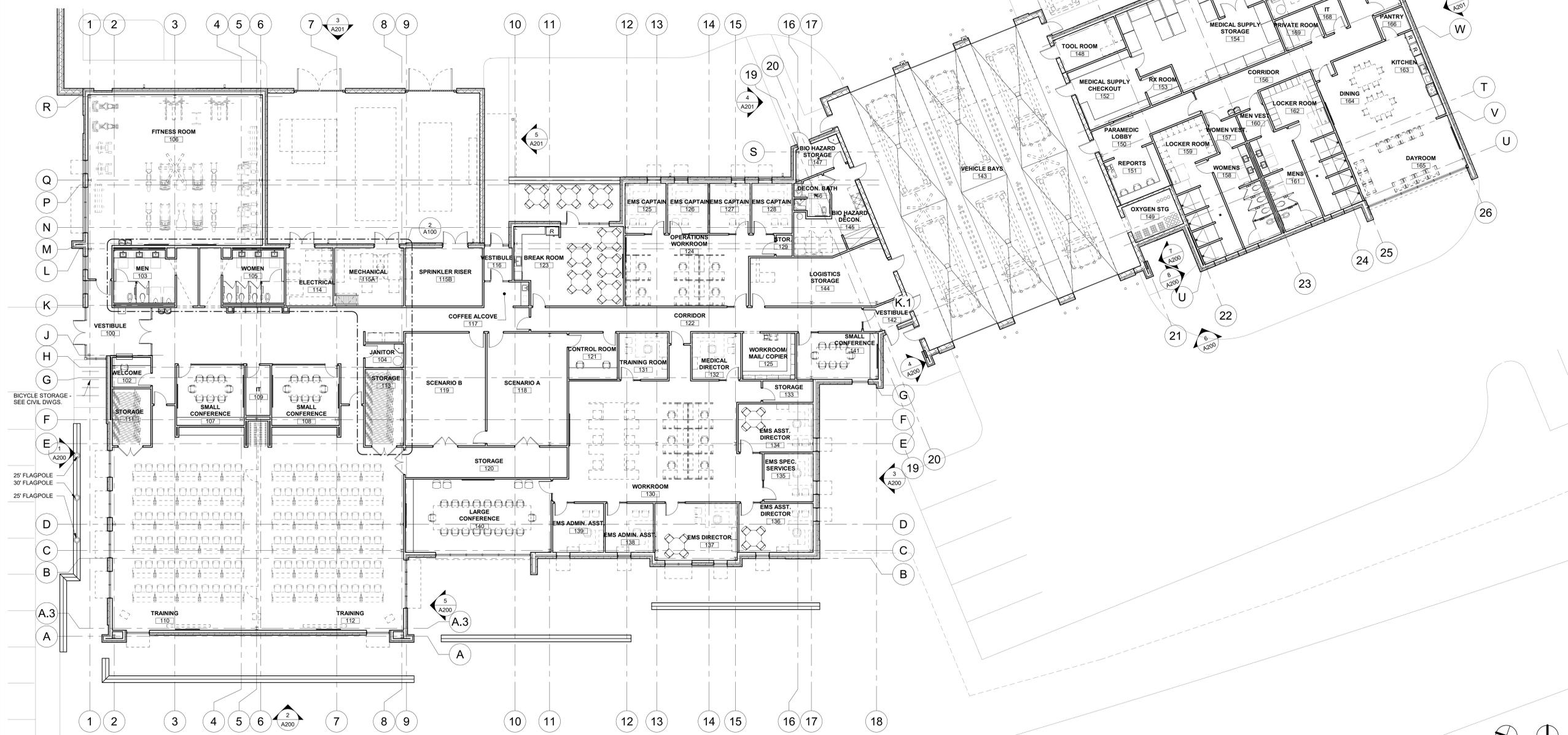


GENERAL SHEET NOTES

- ALL ARCHITECTURAL COMPONENTS ARE TO BE ATTACHED AS REQUIRED BY ASCE 7-05 CHAPTER 13 SEISMIC DESIGN FOR NONSTRUCTURAL COMPONENTS. EACH INDIVIDUAL CONTRACTOR RESPONSIBLE FOR THE COMPONENT MUST PROVIDE PROJECT SPECIFIC DESIGN AND DOCUMENTATION PREPARED BY A LICENSED ENGINEER. CHAPTER 13 DEFINES THE FORCE REQUIRED TO SUPPORT THE COMPONENT FOR THE ANCHORAGE AND BRACING. THE COST OF PREPARING THIS INFORMATION AND DESIGN SHALL BE INCLUDED IN EACH CONTRACTOR'S BID PROVIDING THE COMPONENT.
- FIELD VERIFY ALL CONDITIONS. GENERAL CONTRACTOR MUST NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO START OF WORK AFFECTED BY SUCH DISCREPANCY.
- DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE IN QUESTION, OBTAIN CLARIFICATION FROM ARCHITECT.
- PROVIDE ADDITIONAL BLOCKING WITHIN STUD WALLS AS REQUIRED FOR SUPPORT OF CABINETS, SHELVING, WALL STUDS, COUNTERTOPS, MARKERBOARDS, TACKBOARDS, AV EQUIPMENT AND SIMILAR.
- PLACE CONTROL JOINTS IN SIDEWALK AND PAVING PER MINIMUM REQUIREMENTS STATED IN CIVIL DOCUMENTS. GENERAL LAYOUT TO BE COORDINATED BY G.C.
- ALL INTERIOR DIMENSIONS ARE TO FACE OF STUD U.N.O.
- (provide the following as an option for projects of seismic design category 'D', 'E', or 'F' - consult your structural engineer) ALL ARCHITECTURAL COMPONENTS ARE TO BE CONSTRUCTED AS REQUIRED BY ASCE 7 CHAPTER 13 AND ANCHORED PER NCSCC SECTION 1613. EACH INDIVIDUAL CONTRACTOR RESPONSIBLE FOR THE COMPONENT MUST PROVIDE PROJECT SPECIFIC DESIGN FOR THE ANCHORAGE AND BRACING TO SUPPORT SUCH COMPONENT. PREPARED BY A LICENSED ENGINEER. THE COST OF PREPARING THIS INFORMATION AND DESIGN SHALL BE INCLUDED AS PART OF THE CONTRACTOR'S SCOPE OF WORK.



MEZZANINE LEVEL 3/32" = 1'-0" 2



CABARRUS COUNTY EMS HEADQUARTERS

CONCORD, NC

DESIGN DEVELOPMENT

OVERALL FLOOR PLAN

DATE: XX-XX-XX
PROJECT NO: 18055

REVISIONS
NO: DATE: DESCRIPTION:

THIS DRAWING IS THE PROPERTY OF ADW ARCHITECTS, P.A. AND SHALL NOT BE REPRODUCED OR COPIED IN WHOLE OR PART. IT SHALL NOT BE USED ON ANY OTHER PROJECT OR GIVEN TO ANY OTHER COMPANY OR AGENCY WITHOUT THE CONSENT OF ADW ARCHITECTS, P.A.



CABARRUS COUNTY EMS HEADQUARTERS

CONCORD, NC

DESIGN DEVELOPMENT

ENLARGED FLOOR PLAN

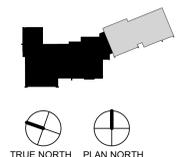
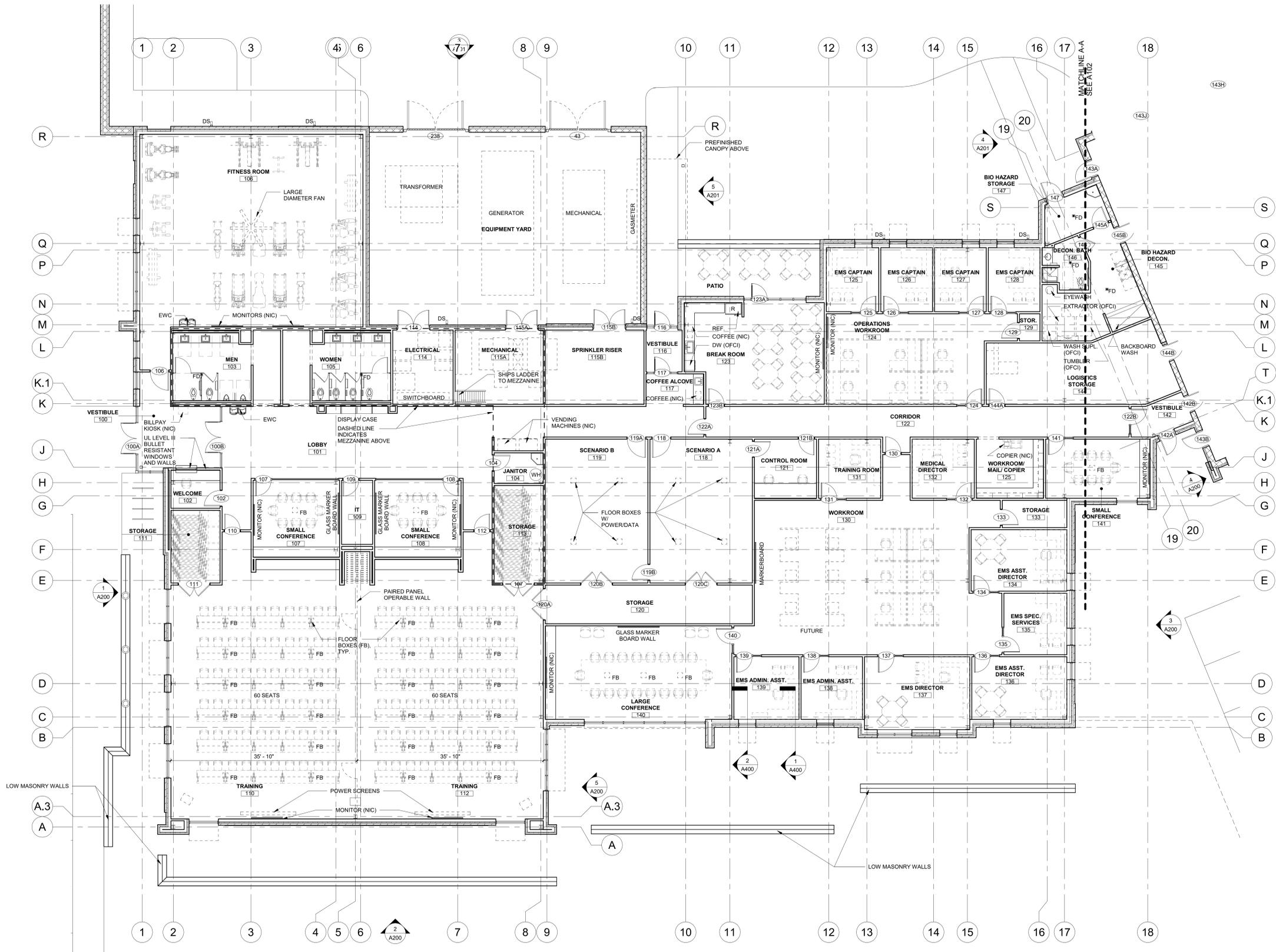
DATE: XX-XX-XX
PROJECT NO: 18055

REVISIONS
NO: DATE: DESCRIPTION:

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SHEET NUMBER

A101





CABARRUS COUNTY EMS HEADQUARTERS

CONCORD, NC

DESIGN DEVELOPMENT

ENLARGED FLOOR PLAN

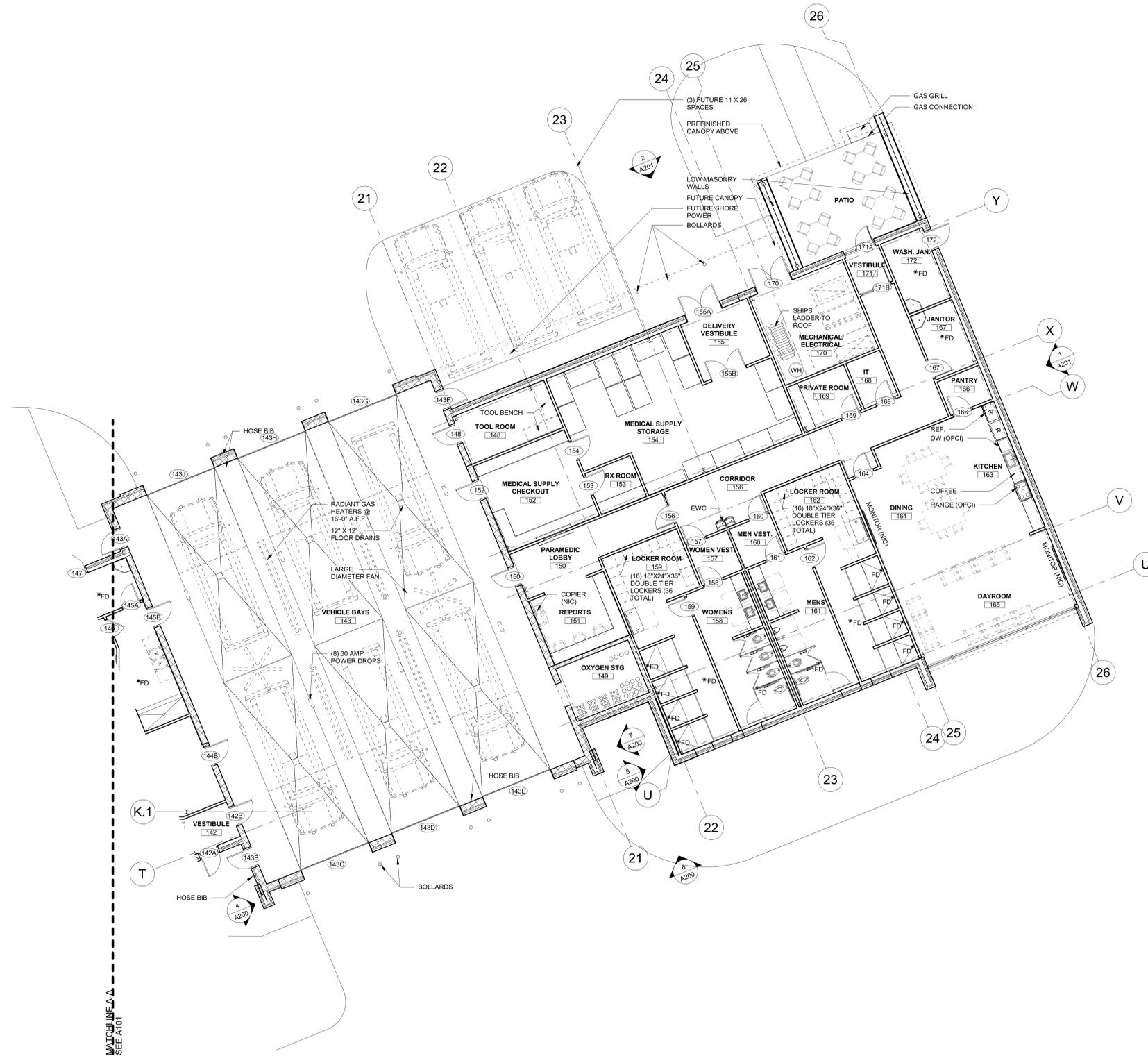
DATE: XX-XX-XX
PROJECT NO: 18055

REVISIONS
NO: DATE: DESCRIPTION:

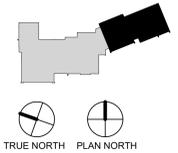
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SHEET NUMBER

A102



MATCH LINE
SEE A101



SEE SHEET A101 FOR GENERAL NOTES

ENLARGED FLOOR PLAN 1/8" = 1'-0" 1



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**February 1, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Courthouse Expansion Project Update

BRIEF SUMMARY:

Staff will provide an update on the Cabarrus County Courthouse Expansion project.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Pictorial Update



FOOTINGS:

Pictured right is footing pour #4 of 7 total footings in the foundation.



FORMING COLUMNS:

This picture shows the first column poured and additional columns formed along A-Line. This is the Northern most section of columns that run along Church Street.



WATERPROOFING:

Pictured right is a cleaned and waterproofed section of foundation wall near the tower crane.



HOLIDAY SIGN :

Messer and Cabarrus County worked closely to coordinate the installation of two Happy Holidays signs on the tower crane. These will be reused next year during construction as well.



CABARRUS COUNTY



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AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Innovation and Technology - Innovation Report

BRIEF SUMMARY:

Presentation of innovation and technology services put into place by IT in collaboration with other departments and community stakeholders in alignment with the County's five strategic priorities.

1. Transparent and Accountable Government
2. Healthy and safe Community
3. A Thriving Economy
4. Culture and Recreation
5. Sustainable Growth and Development

REQUESTED ACTION:

Receive report.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Debbie Brannan, Area Manager of Innovation and Technology

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**February 1, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Active Living and Parks - Lease for Cox Mill School Park Property to City of Concord

BRIEF SUMMARY:

Concord Parks and Recreation Department acquired a tract of land located between Cox Mill Elementary School and a 34 acre Conservation Easement tract owned by Cabarrus County Soil and Water District.

Concord Parks and Recreation Department has plans to build a park on the land to serve the citizens of the west side of the County. This area was identified in their Masterplan as a priority for recreation amenities.

The Odell Volunteer Athletic Association currently utilizes Cox Mill School Park as their home base. Concord Parks and Recreation has been working with Odell Athletic Association to administer their sport programs and maintain the athletic fields. An agreement between Odell and Concord is currently in progress to solidify this process.

Concord Parks and Recreation has been in contact with Daniel McClellan, Soil and Water District Manager and Kelly Sifford, Cabarrus County Planning Director regarding the Conservation tract and working together to provide educational opportunities, parking, and natural surface trails to access the tract. Mrs. Sifford is in agreement with the plans Concord has currently presented.

Concord Parks and Recreation has been in contact with Tim Lowder, Cabarrus County Schools Executive Director of Operations about this project. There has been discussion about joint use of the current entrance drive as well as parent pick-up/drop off opportunities. Concord will assume maintenance of the School Park property as part of this agreement. Mr. Lowder is in agreement with the plans Concord has currently presented.

Concord planned to have the Annexation request of the park site to Council in November and Planning and Zoning in December.

REQUESTED ACTION:

Motion to approve leasing the Cox Mill Elementary School Park site to the City of Concord.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Londa Strong, Active Living and Parks Director

Sheila Lowery, Assistant Concord Parks and Recreation Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Aerial Exhibit - COX MILL
- ▢ Draft Agreement



ALLEN MILLS

**CABARRUS CO.
SOIL AND WATER
CONSERVATION**

**COX MILL
HIGH SCHOOL**

**HIGHLAND
CREEK**

**COX MILL
ELEMENTARY**

**CABARRUS CO.
& ODELL
SPORTS FIELDS**

**EDENTON AT
COX MILLS**

COX MILL ROAD

**GRANARY
OAKS**

This Lease Agreement (hereinafter referred to as "Agreement" or "Lease Agreement") is made and entered into this _____ day of _____, 20____, by and between the County of Cabarrus, North Carolina (hereinafter referred to as "County"); and the City of Concord, North Carolina (hereinafter referred to as "City") for the lease of _____ (hereinafter referred to as "Park") as shown in Exhibit A attached.

WITNESSETH:

WHEREAS, this Agreement is executed pursuant to G.S. 160A-274 and G.S. 153A-165 providing for the lease and joint use of government property;

WHEREAS, the County and the City desire to cooperatively provide recreational and park services, programs and facilities for the welfare and quality of life of their citizens;

WHEREAS, the County has developed a 34 acre public park near Cox Mill Elementary School and wishes to enter into this Agreement with the City to manage, operate, program and maintain the park;

WHEREAS, this Agreement is intended to set forth certain responsibilities and obligations between the parties relating to the management, operations, programming and maintenance of a public park in the County;

WHEREAS, the City and County both strive for efficient use of tax dollars and joint projects between the City and County reduce duplication of services and promote more effective use of public monies;

NOW THEREFORE, upon valuable consideration, the receipt of which is hereby acknowledged by each party and upon the premises contained here, the parties agree as follows:

ARTICLE I: PARK PROPERTY LEASE AND ASSETS

1.0 Park Property. The County is the owner of approximately 34 acres of land located at 1300 Cox Mill Road, Concord, NC 28027 which the County has developed into public ballfields named Cox Mill Elementary School Fields as shown in Exhibit A attached.

1.1 Lease of Park Property. The County and City do hereby agree that the City shall lease the Park property from the County upon the terms and conditions set forth herein.

1.2 Term. The term of the lease of the Park shall be for a period of fifty (50) years beginning August 1, 2021 and Ending on September 30, 2071 ("Term"). The lease may be extended for an additional twenty-five (25) year term if approved by both the City Council and Cabarrus County Commissioners.

1.3 Annual Lease Payment. The City shall pay an annual lease payment of one dollar (\$1.00) to the County to lease the Park from the County. The City shall not be required to pay any additional fees to the County for the lease, operations, programming or maintenance of the Park.

ARTICLE II: PARK DESIGN AND DEVELOPMENT

2.1 Walkthrough. City and County staff shall complete a joint walkthrough of the Park before approval of this Agreement by the City and County. The County shall be responsible for addressing safety and repair concerns noted during the walkthrough.

2.2 Americans with Disabilities Act (ADA). The County agrees that the Park facilities are compliant with ADA requirements as stated in the NC Building Codes including provision of handicapped accessible restrooms. The County shall be responsible for paying the costs of any facility changes necessary to meet ADA regulations on Park facilities (ball fields, playground, trail concession building, restrooms etc.) leased to the City.

2.3 Future Development. The quality of the Park and its development shall continue as an ongoing project throughout the term of this Agreement and the City may develop additional recreational facilities within the Park at a later date at its sole discretion. These improvements and all design construction costs will be at no cost to the County. Any alteration, addition or improvement will be completed in good and workmanlike manner in accordance with plans, specifications and drawings and in compliance with all applicable laws, regulations and codes. All recreational facilities (fixed assets) remain the property of the County. Any Park facilities constructed by the City during the term of the lease (i.e. storage building) shall become property of the County and leased by the City at no additional cost.

ARTICLE III: PARK OPERATIONS

3.1 Park Management. During the term of the Agreement, the City shall manage, operate, program and supervise use of the Park for the benefit of the public.

3.2 Park Operations. The City shall provide, promote, administer and operate recreational facilities, programs and services in the Park, consistent with other City Parks and recreational facilities, inclusive of all operational hours. The City may, at its discretion and sole expense, choose to expand the hours and days of the operation of the Park, consistent with other parks in the City's park system.

3.3 Third-Party Agreement. The City may execute and enter in such agreements with third parties as it deems necessary or advisable for the provision of programs and services offered at the Park.

3.4 Fees and Charges. The City shall adopt a Facility Rental Policy and Fee Schedule for use of the Park facilities and/or participation in Park programs and services. Different fee amounts may apply to city residents and non-city residents for programs and park services. Facility use charges (picnic shelter and ball field rental charges) shall be consistent for city and non-city residents. The City may revise fees and charges at its discretion. All fees, charges and other revenue collected, including concession revenue, shall be the property of the City.

3.5 Utilities. The City shall pay all water, sewer, electric and other utility charges for services to the Park beginning August 1, 2021.

3.6 Field Sponsorships. The City may solicit and approve corporate sponsors for fields and facilities at the Park in connection with the Odell Youth Athletic Association. All sponsors shall be allowed to display signage with sponsor name and logo as approved by the City. Any revenue derived from field or facility sponsorships shall be the property of the City or as outlined in the Priority Use Agreement.

ARTICLE IV: PARK MAINTENANCE, REPAIRS AND USE OF FACILITY

4.1 Use of Property. The City will have the exclusive use of the Park including but not limited to all fields, common areas and concession and bathroom facilities therein. The City shall at all times use the Park in accordance with the Conservation Easement and Easement for Ingress/Egress dated January 14, 2011 and recorded in the Cabarrus County Register of Deeds on January 21, 2011 in Book 09452 at Page

0026-00054 and all applicable laws, rules, codes, regulations and ordinances. To the extent practicable, the City intends to work with the Odell Youth Athletic Association to develop a Priority Use Agreement.

4.2 Maintenance Responsibilities. The City shall maintain the Park as part of the City's park system and in a manner consistent with maintenance performed at other City park and recreational facilities. The City may contract for maintenance and grounds keeping services at the Park with a private contractor. The City will be solely responsible to repair and maintain and keep the Park and the sidewalks, parking lot, curbs, and landscaping in good order and condition in accordance with applicable ordinances, ordinary wear and tear, casualty loss and condemnation excepted.

4.3 Maintenance Schedule. The City shall adopt a maintenance schedule for the Park consistent with maintenance schedules at other comparable City park and recreation facilities.

4.4 Repairs and Replacement of Facilities. The City shall be responsible for the general repairs, replacement and maintenance of all park facilities and improvements at the Park, including without limitation, structural repairs to roofs, asphalt, fencing, buildings, etc.

ARTICLE V: DAMAGE OR DESTRUCTION AND MAJOR REPAIRS

5.1 Repair and Restoration. If at any time during the Term hereof, the Facility or any part thereof is damaged or destroyed by fire or other occurrence of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, The City will proceed with reasonable diligence to repair, alter, restore, replace, or rebuild the same as nearly as possible to its value, condition, and character immediately prior to such damage or destruction.

Notwithstanding the foregoing, if (i) the available insurance proceeds are insufficient to repair, alter, restore or rebuild the Park or any part thereof to as nearly as possible to its value, condition, character immediately prior to such damage or destruction, (ii) fire or other casualty renders the whole or any material part of the Park untenable or unusable for its intended purposes, and the City determines in its reasonable discretion, that it cannot make the Park tenantable or usable for its intended purposes within one hundred eighty (180) days after the casualty, then the City shall have the right, in its sole discretion, to terminate the Lease Agreement by providing thirty (30) days' prior notice of such election to terminate and giving the County all applicable insurance proceeds in the amounts required by the Agreement. Anything herein to the contrary notwithstanding, the City must immediately secure the Park and undertake temporary repairs and work necessary to protect the public and to protect the Park from further damage.

In the event of major repairs needed to the Park and its facilities not covered by insurance, including but not limited to, failure of the pump station resulting in the need of major repairs and/or replacement; failure of the lighting system resulting in the need of major repairs and/or replacement, the County and the City shall share the costs of said major repairs and/or replacement equally.

ARTICLE VI: CITY FUNDING

6.1 This Agreement is contingent upon the Concord City Council approving Parks and Receptions funding request in its FY22 budget for the maintenance and staff necessary to maintain the Park.

6.2 In the event the City Council does not approve the funding request in its FY22 budget for the maintenance and staffing of the Park, the City will not move forward with this Agreement and it shall become null and void.

ARTICLE VII: MISCELLANEOUS

7.1 Indemnity and Insurance. The City and the County do hereby indemnify and hold harmless each other from any and all liabilities, losses, costs or expenses whatsoever (including without limitation, attorneys' fees and court costs) as they are incurred and finally awarded, arising out of, attributable to or resulting from any claims by the other party, its agents, invitees, employees, or by any third parties, as a result of occurrences within the Park. The City shall maintain in force during the Term of the Lease Agreement, public liability insurance naming the County as an additional insured, with coverage in an amount of no less than \$1,000,000.00 per occurrence. Such policy shall contain a provision that the policy cannot be canceled without thirty (30) days prior written notice to the County. A copy of said policy or endorsement and each renewal thereof during the Term of this Lease Agreement shall be delivered to the County.

7.2 Entry upon Abandonment. In the event the City at any time during the Term of this Lease Agreement abandons the Park or any part thereof, the County may, at County's option, retake possession of the Property.

73. Miscellaneous. Each Party to this Agreement further agrees as follows:

i. Without further consideration, each party shall at any time, and from time to time, execute and deliver to any other party such further documents, and take such other action, as an other party may reasonably request in order to effectuate the purposes of this Agreement.

ii. All understandings and agreements heretofore had between the parties are merged in this Agreement and the related agreements, if any, executed in conjunction with this Agreement all of which together fully and completely express their agreement, and no representations or warranties have been made by any party to another party except as are herein expressly set forth or required pursuant to this Agreement and the related agreements, if any, executed in conjunction with this Agreement.

iii. This Agreement may not be altered, changed or amended except by an instrument in writing signed by both the City and the County. The parties hereto may amend the Exhibits attached hereto by mutual agreement as many times as needed by attaching an initialed Exhibit hereto with the same name as the Exhibit they are replacing but with a consecutive number added to the end of the Exhibit letter for each amendment (e.g. Exhibit A-1, followed by Exhibit A-2).

iv. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.

v. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

vi. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of the Agreement.

vii. The execution and delivery of this Agreement and the performance of the obligations hereunder have been duly authorized by all requisite actions required by law of each party.

viii. Any correspondence relating to Cox Mill Elementary Athletic Fields should be sent to the following Address:

City of Concord
Director of Parks and Recreation
P.O. Box 308
Concord, NC 28026

IN WITNESS WHEREOF, the Cabarrus County Commissioners and the Concord City Council have approved this Agreement and caused it to be executed and attested by their duly authorized officials.

COUNTY OF CABARRUS

By: _____

ATTEST:

CLERK

[SEAL]

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

Cabarrus County Finance Director

CITY OF CONCORD

By: _____

ATTEST:

CLERK

[SEAL]

Approved as to form:

VaLerie Kolczynski, City Attorney

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

City of Concord Finance Director

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**February 1, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Active Living and Parks - Sale of Fixed Asset Budget Amendment

BRIEF SUMMARY:

The Active Living and Parks Department sold used fitness equipment (GovDeals) from the Concord Senior Center totaling \$4,225.33

The department is requesting to use funds to supplement the cost of a replacement stepper machine at the Concord Senior Center.

REQUESTED ACTION:

Motion to approved the required budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Londa Strong, Active Living and Parks Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▫ Budget Amendment

Budget Revision/Amendment Request

Date: 2/15/2021

Amount: 4,225.33

Dept. Head: Londa Strong

Department: ALPS

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

The Active Living and Parks Department sold used fitness equipment (GovDeals) from the Concord Senior Center totaling \$4,225.33. The department is requesting to use funds to supplement the cost of a replacement stepper machine at the Concord Senior Center.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	1910-6801	Sale of Fixed Assets	35,000.00	4,225.33		39,225.33
001	9	8145-9330	Tools & Minor Equipment	-	4,225.33		4,225.33
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
Total							0.00

Budget Officer

County Manager

Board of Commissioners

Approved

Approved

Approved

Denied

Denied

Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**February 1, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Appointments to Boards and Committees

BRIEF SUMMARY:

The following appointment to Boards and Committees are recommended for February:

Appointments and Removals - Early Childhood Task Force Advisory Board

Early Childhood Task Force Advisory Board member Susan King retired and has resigned from the committee. It is requested to remove her name from the roster. Rodney Harris is resigning from his position on the committee. He recommended Carla Brown, the new Early Childhood Education Coordinator, be appointed to fill his position.

During the Early Childhood Task Force Advisory Board's virtual meeting on January 12, 2021, members reviewed applications and voted to recommend the following for appointment to the committee: Marcella Beam, Carla Brown, Justina Clemmons, Stephanie Fish, Chris Jarrett, Mande LaCroix, Jessie Napoli, Jennifer Threadgill and Kevin Vinson. Ms. Beam and Ms. Brown do not reside in Cabarrus County, therefore an exception to the residency provision of the Appointment Policy will be needed for them.

Representative recommendations are : Marcella Beam, Carla Brown, Justina Clemmons, Stephanie Fish, Chris Jarrett, Mande LaCroix, Jessie Napoli, Jennifer Threadgill and Kevin Vinson.

Appointments and Removals - Mental Health Advisory Board

Several terms of Mental Health Advisory Board members expired December 31st. The following members are recommended to be reappointed to serve another term: Van Shaw, Terry Spry, Amy Jewell, Karen Calhoun, Georgia Lozier and David Wall. Ms. Calhoun and Mr. Wall do not reside in Cabarrus County. An exception to the residency provision of the

Appointment Policy will be needed for them.

Additionally, Midland Mayor John Crump is stepping down from his position. Darren Hartsell is recommended to be appointed to fill the Midland Mayor/City Council position on the Advisory Board.

Representative recommendations are Van Shaw, Terry Spry, Amy Jewell, Karen Calhoun, Georgia Lozier, David Wall and Darren Hartsell.

Appointments and Removals - Industrial Facilities and Pollution Control Financing Authority

The terms for Danny Fesperman and Robert Link on the Industrial Facilities and Pollution Control Financing Authority end February 28, 2021. Mr. Fesperman would like to serve another term. Terms are for six years. An exception to the length of service provision of the Appointment Policy will be needed. Mr. Link is not able to serve another term. It is requested to remove his name from the roster.

An application is on file for Michael Benson. He is recommended to be appointed to fill the position vacated by Mr. Link.

The Authority meets on an as-needed basis and the County Attorney serves as the contact for this Authority.

Representative recommendations are Danny Fesperman and Michael Benson.

Appointments - Firemen's Relief Fund Trustees

The Cabarrus County Volunteer Fire Departments have submitted the following individuals for appointments/reappointments as Firemen's Relief Fund Trustees*:

<u>Volunteer</u>	<u>Department</u>
Chris Whiting	Allen
Raymond N. Blackwelder, Jr.	Cold Water
Artie Craig	Flowes Store
Raheem Cruse	Georgeville
Brian Lee	Harrisburg
Darrell Page	Midland
Randall Ritchie	Mt. Mitchell
Jeff Russell	Mt. Mitchell
Lori Furr	Mt. Pleasant Rural
Richard V. Bergeron, II	North East
Jacob Williams	Odell
Marty Ritchie	Rimer

*These appointments are exempt from the County Appointment Policy. Recommendations are submitted by each of the respective volunteer fire departments.

Appointments - Juvenile Crime Prevention Council

An application to serve on the Juvenile Crime Prevention Council has been submitted by Baylee Barkley. She is a student at Kannapolis Middle School and is eligible to serve as the Student under 18 for Kannapolis City Schools representative. The Council voted to recommend her for appointment at their January meeting.

Representative recommendation is Baylee Barkley.

REQUESTED ACTION:

Provide information.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**February 1, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Central Area Plan Inter-local Agreement Modification

BRIEF SUMMARY:

The City of Concord has received a request for connection to public water service within an area that is restricted by the City/County agreement for the Central Area Plan. An Ad Hoc Modification of that agreement is necessary for this parcel to be approved for that service.

REQUESTED ACTION:

Motion to approve the Ad Hoc Modification of the Central Area Land Use Plan Agreement between Cabarrus County and the City of Concord; and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Ad Hoc Modification
- ▣ Map of property

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

AD HOC MODIFICATION OF CITY
OF THE CONCORD-CABARRUS COUNTY
INTERLOCAL AGREEMENT REGARDING
THE CENTRAL AREA PLAN
()

This AD HOC MODIFICATION OF THE CONCORD-CABARRUS COUNTY INTERLOCAL AGREEMENT REGARDING THE CENTRAL AREA PLAN (“the “Modification”) is entered into effective as of the last date of execution by the parties as shown below, by, between and among the CITY OF CONCORD (“Concord”), a North Carolina municipal corporation, and CABARRUS COUNTY (“County”).

RECITALS

1. On June 28, 2008, these same parties entered into an “Interlocal Agreement” regarding the implementation of the Central Area Plan (“CAP”).
2. This Interlocal Agreement was to continue in effect for a period of 15 years and contemplated a review of the efficacy of the Interlocal Agreement every 5 years.
3. The parties have had discussions about specific issues and parcels affected by the CAP since the execution of the Interlocal Agreement.
4. The parties have also had specific discussions about a parcel owned by Nelson Vasquez Ortiz, who wishes to construct a new single family home on the parcel, which is located in Area A of the Interlocal Agreement. Pursuant to the terms of the Interlocal Agreement, the CAP prohibits Concord from extending utilities to real property parcels in Area A.
5. The CAP and the Interlocal Agreement have been successful in redirecting residential development into other areas of Cabarrus County, but there are instances in the Central Area in which it makes sense to modify the Interlocal Agreement to allow a limited amount of development in areas where utilities already exist or are reasonably available.
6. The purpose of this Amendment is to modify the Interlocal Agreement to the limited extent of addressing the above-described circumstance involving the below identified parcel(s).

In consideration of the above Recitals and the Terms below, which the parties specifically acknowledge and agree make this Modification legally binding and enforceable, the parties agree as provided below.

TERMS

1. Concord agrees to provide electric and water utility services under its normal and customary terms and conditions to the property located at 3519 Katrina Avenue (PIN 5641-70-5535).
2. Except as specifically changed by this Modification, the provisions of the Interlocal Agreement shall remain in full force and effect.

IN WITNESS, the parties have executed this Modification as indicated below, all pursuant to legal authority duly given.

CITY OF CONCORD

By: _____
Lloyd Payne, City Manager

Date: _____

CABARRUS COUNTY

By: _____
Mike Downs, County Manager

Date: _____

4813-2804-1077, v. 1

DRAFT

Proposed Amendment to CALUP ILA

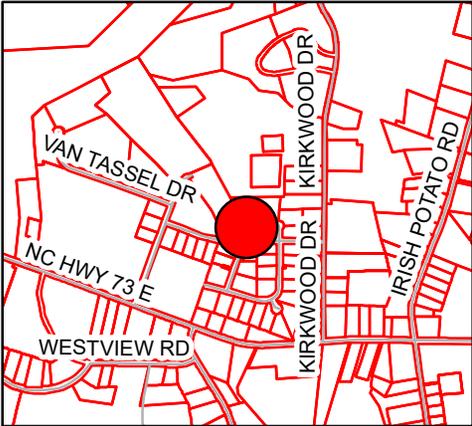
3519 Katrina Avenue

PIN 5641-70-5535



Legend

- Subject Property
- TaxParcels
- CITY OF CONCORD



Cabarrus County shall not be held liable for any errors in this data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.

Map Prepared by Cabarrus County Planning & Development - Jan 2020



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**February 1, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Child Care Facility Partnership

BRIEF SUMMARY:

In early 2020, All Saints Episcopal Church (ASEC) approached County staff about available space for child care at their facility. Since that time representatives from ASEC and the County, along with Rowan Cabarrus Community College (RCCC) and Marizetta Kerry have met to discuss a potential collaboration. The proposed facility would serve 79 children with 40 spots reserved for children of County employees.

The general framework is as follows:

1. ASEC would lease the space to Marizetta Kerry;
2. Marizetta Kerry would staff and operate a Five Star Center on the site;
3. RCCC would provide hands-on experience to students at the facility; and
4. The County would assist with initial startup costs and provide tuition assistance (50/50 cost share) to County employees who enroll their children at the facility.

REQUESTED ACTION:

Motion to authorize the County Manager to enter into an agreement with Marizetta Kerry to provide initial startup funding and ongoing tuition assistance for County employees.

Motion to release \$675,581.75 from contingency to be used for one-time startup costs and ongoing tuition assistance for County employees.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Rodney Harris, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Budget Amendment

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Transfer contingency funds for Marizetta Kerry MOU to provide initial startup costs and child care tuition assistance for County employees

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	00191910-9660	Contingency	1,527,031.75		675,581.75	851,450.00
001	9	00191210-9570	Service Contracts		223,000.00		223,000.00
001	9	00191210-963701	Child Care Tuition Assistance	-	452,581.75		675,581.75

Budget Officer

Approved
 Denied

County Manager

Approved
 Denied

Board of Commissioners

Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**February 1, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Emergency Rental Assistance Grant

BRIEF SUMMARY:

The Emergency Rental Assistance program makes available \$25 billion to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic. The funds are provided directly to States, U.S. Territories, local governments and Indian tribes. Grantees use the funds to provide assistance to eligible households through existing or newly created rental assistance programs.

County staff applied for the grant by the January 12, 2021 deadline and were notified on January 20, 2021 of an award in the amount of \$6,528,517.40. County staff are working diligently to develop and implement an application process as soon as possible.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to accept the grant award and adopt the associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Rodney Harris, Deputy County Manager
Karen Calhoun, Human Services Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Amendment

Budget Revision/Amendment Request

Date: 2/1/2021

Amount: 6,528,517.40

Dept. Head: Rodney Harris

Department: County Manager's Department

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Recognize and appropriate Emergency Rental Assistance grant revenue from the federal government

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
440	6	44065645/6202/ERA21	Emergency Rental Assistance Revenue		6,528,517.40		6,528,517.40
440	9	44095645/9114/ERA21	Contract Employees		652,851.74		652,851.74
440	9	44095645/946002/ERA 21	Emergency Rental Assistance Expense		5,875,665.66		5,875,665.66

Budget Officer

Approved
 Denied

County Manager

Approved
 Denied

Board of Commissioners

Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**February 1, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Purchase of Property for the Northeast Cabarrus Public Safety Communications Towers

BRIEF SUMMARY:

The County has budgeted for the purchase of property to construct a northeastern Cabarrus Public Safety Communications Tower. This tower has been proposed to address poor public safety communication service in the eastern and northeastern parts of the County. An approximately 14 acre site has been identified near the intersection of Gold Hill Road East and Short Cut Road for this purpose. A purchase price within the budgeted amount has been negotiated with the property owner. This request is for approval of a contract to purchase that will include a due diligence to complete the site specific planning for this tower.

REQUESTED ACTION:

Motion to approve the purchase contract between Cabarrus County and Tracy and Carol Talley; and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager
Travis McGhee, Network Engineer County Sheriff's Office

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Purchase Contract
- ▣ Property Map

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract--New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

- (a) **"Seller":** Tracy W Talley, Carol A Talley
- (b) **"Buyer":** Cabarrus County
- (c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 4300-4400 Gold Hill Rd E
 City: Gold Hill Zip: 28071
 County: Cabarrus, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
 Plat Reference :Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 66031187290000 and 66031282500000

Other description: 13.62 acres
 Some or all of the Property may be described in Deed Book _____ at Page _____

- (d) **"Purchase Price":**

\$ <u>139,000.00</u>	paid in U.S. Dollars upon the following terms:
\$ <u>2,000.00</u>	BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
\$ <u>8,000.00</u>	BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by <input checked="" type="checkbox"/> cash <input type="checkbox"/> personal check <input type="checkbox"/> official bank check <input type="checkbox"/> wire transfer, <input type="checkbox"/> electronic transfer, EITHER <input type="checkbox"/> with this offer OR <input type="checkbox"/> within five (5) days of the Effective Date of this Contract.
\$ _____	BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____, TIME BEING OF THE ESSENCE.
\$ _____	BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
\$ _____	BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
\$ <u>129,000.00</u>	BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

 This form jointly approved by:
 North Carolina Bar Association
 North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T
 Revised 7/2020
 © 7/2020

Buyer initials _____ Seller initials _____

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller. The payment of the Earnest Money Deposit to Seller and the retention of any Due Diligence Fee by Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller and/or retention by Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent"** (insert name): Law offices of Richard Koch

Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(n) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "**Due Diligence Period**": The period beginning on the Effective Date and extending through 5:00 p.m. on 180 days from the Effective Date *TIME BEING OF THE ESSENCE.*

(k) "**Settlement**": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "**Settlement Date**": The parties agree that Settlement will take place on 30 days from expiration of Due Diligence period (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 9, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) "**Closing**": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 9 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "**Special Assessments**": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"**Proposed Special Assessment**": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"**Confirmed Special Assessment**": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

NOTE: Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 5(b), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

- (xi) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(f) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer does does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligation under this Contract are not conditioned upon obtaining or closing any loan.

NOTE: If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. **(Complete the following only if Buyer DOES have to sell or lease other real property:)**

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property *(check only ONE of the following options):*

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. **BUYER OBLIGATIONS:**

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

(i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;

(ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";

(iii) determining restrictive covenant compliance;

(iv) appraisal;

(v) title search;

(vi) title insurance;

(vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;

(viii) recording the deed; and

(ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney:(1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
 has owned the Property for less than one year.
 does not yet own the Property.

(b) **Assessments:** To the best of Seller's knowledge there are are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: _____.

Seller warrants that there are are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: _____.

NOTE: Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there maybe withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** 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; (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, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and dewatering. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising there from.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Cabarrus County

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ _____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges: Seller shall pay:** (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If

legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

9. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

10. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

11. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|---|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |
| <input type="checkbox"/> Identify other attorney or party drafted addenda. | |

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

12. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

13. **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, however, 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. Buyer and Seller shall execute such additional

documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

14. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

15. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

16. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

17. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

18. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

19. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer initials _____ Seller initials _____

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Buyer _____
Cabarrus County

Date: _____

Buyer _____

Entity Buyer: _____
Cabarrus County
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: **Kyle Bilafer** _____
Print Name

Title: _____

Date: _____

Date: _____

Seller _____
Tracy W Talley

Date: _____

Seller _____
Carol A Talley

Entity Seller: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____
Print Name

Title: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 65 Church St S
Concord, NC 28025

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: 903 Cold Springs Road, Concord, NC
28025

Seller Fax#: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: New Branch Real Estate Advisors, LLC
Acting as Buyer's Agent Seller's(sub)Agent Dual Agent
Firm License#: NC 28262
Mailing Address: 805 Trade St NW, Suite 102, Concord,
NC 28027

Individual Selling Agent: Harris Morrison
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: 176451

Selling Agent Phone#: (704)786-8888

Selling Agent Fax#: (704)786-8889

Selling Agent E-mail: harris@harrismorrison.com

Listing Firm Name: _____
Acting as Seller's Agent Dual Agent
Firm License#: _____
Mailing Address: _____

Individual Listing Agent: _____
 Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

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ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Tracy W Talley, Carol A Talley ("Seller")

Buyer: Cabarrus County ("Buyer")

Property Address: 4300-4400 Gold Hill Rd E, Gold Hill, 28071 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date: _____ Firm: _____

By: _____
(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ 2,000.00, receipt of which Seller hereby acknowledges.

Date: _____ Seller: _____

(Signature)
Tracy W Talley

Date: _____ Seller: _____

(Signature)
Carol A Talley

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 8,000.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: Law offices of Richard Koch

By: _____
(Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

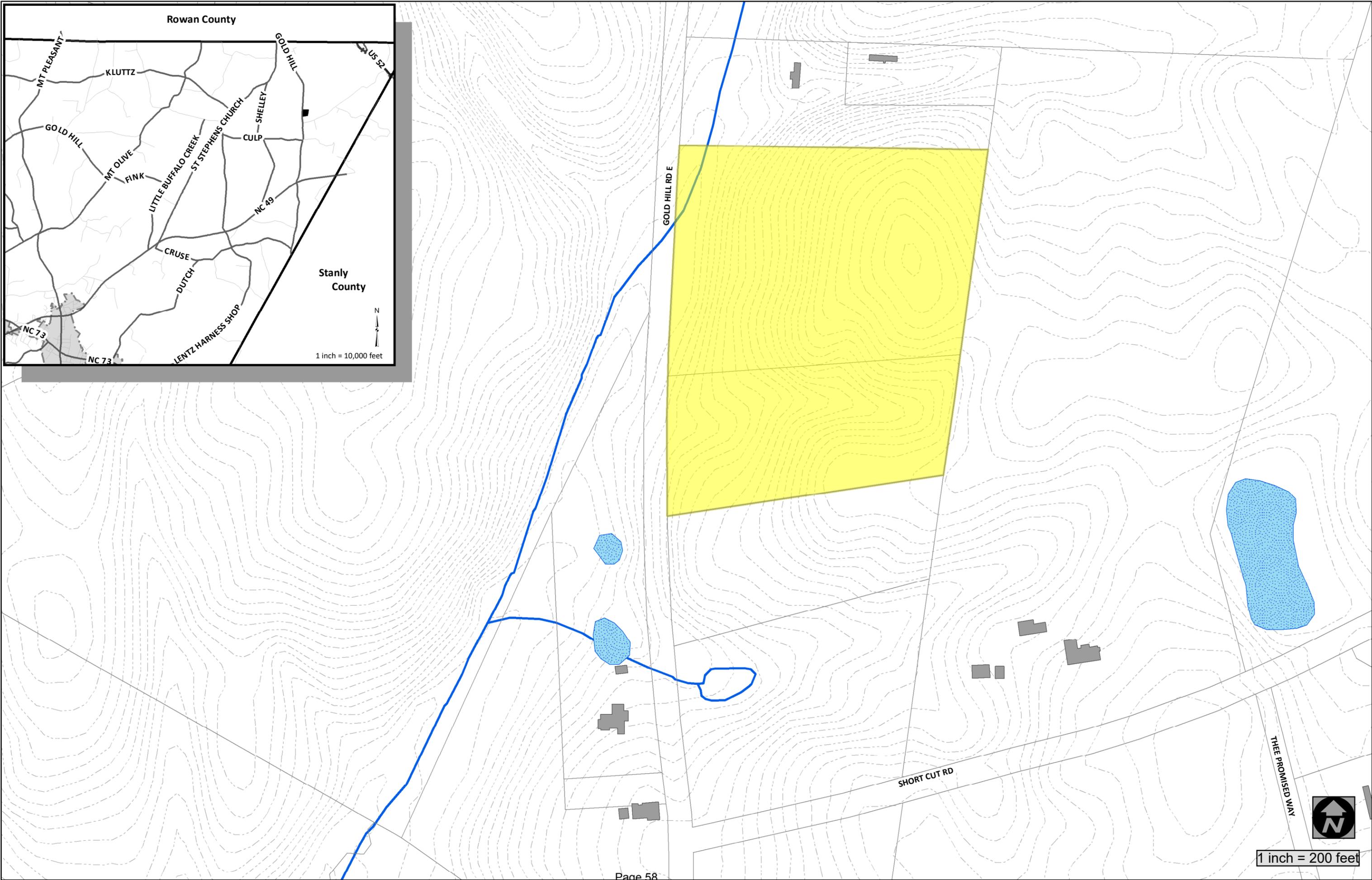
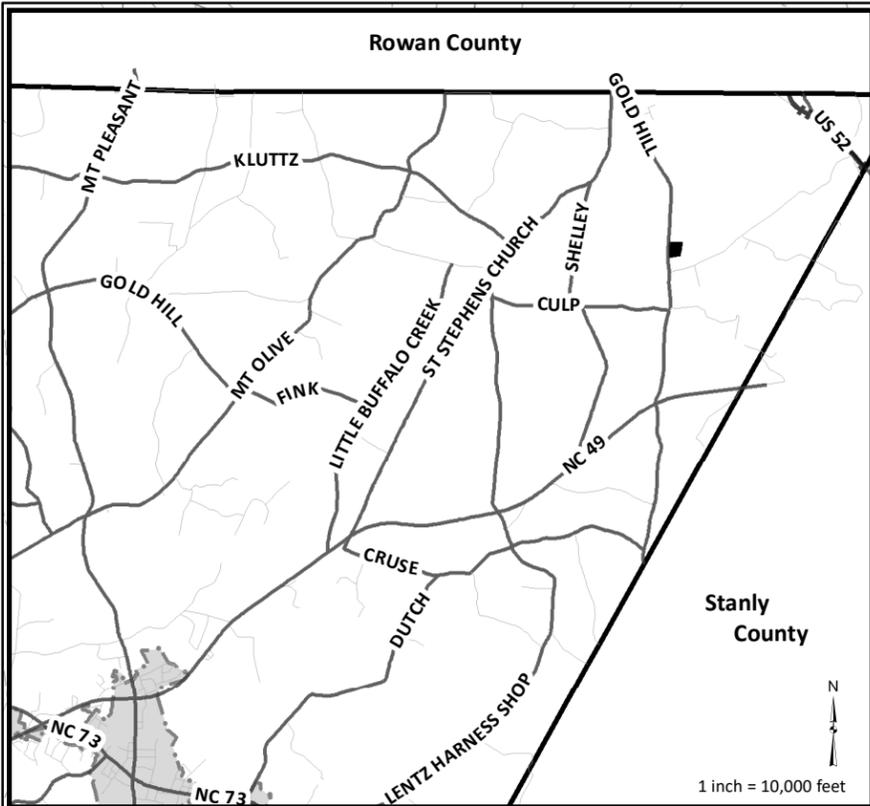
Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: Law offices of Richard Koch

Time: _____ AM. PM

By: _____
(Signature)

(Print name)



1 inch = 200 feet

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**February 1, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Utility Easements at Roberta Road Middle School

BRIEF SUMMARY:

The new Roberta Road Middle School is currently under construction Duke Energy is requesting an easement for the power lines serving the school. This is one of many utility easements that will be requested during and after construction. Cabarrus County Schools and County staff have discussed a more streamlined process and are requesting that the Board of Commissioners approve this easement request and in doing so also pre-approve all standard utility easements requests for this middle school. Any request that is not part of the standard utilities or otherwise is unique to this school, will be brought back to the Board of Commissioners for approval.

REQUESTED ACTION:

Motion to approve all standard utility easements associated with the construction of the Roberta Road Middle School subject to review and revision by the County Attorney and including authorization for the County Manager to sign all necessary documents.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Duke Energy Easement
- ▣ Easement Sketch Roberta Road MS

Prepared by: Duke Energy Carolinas, LLC
Return to: Duke Energy Carolinas, LLC
Attn: Chris Branch
2818 S. Main Street
Concord, NC 28027

Parcel # 5518 16 4257 0000

EASEMENT

State of North Carolina

County of Cabarrus

THIS EASEMENT ("**Easement**") is made this ____ day of _____ 20____, 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 ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**"). Grantor is the owner of that certain property described in that instrument recorded in Deed Book 13824, Page 187, Cabarrus County Register of Deeds ("**Property**"). The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows: A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "**Easement Area**").

The rights granted herein include, but are not limited to, the following:

For Grantee's Internal Use:
Work Order #: 37088327

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20_____.

CABARRUS COUNTY

a body politic and political subdivision of the State of North Carolina

(SEAL)

Michael K. Downs, County Manager

Attest:

Print Name

Title

STATE OF _____

COUNTY OF _____

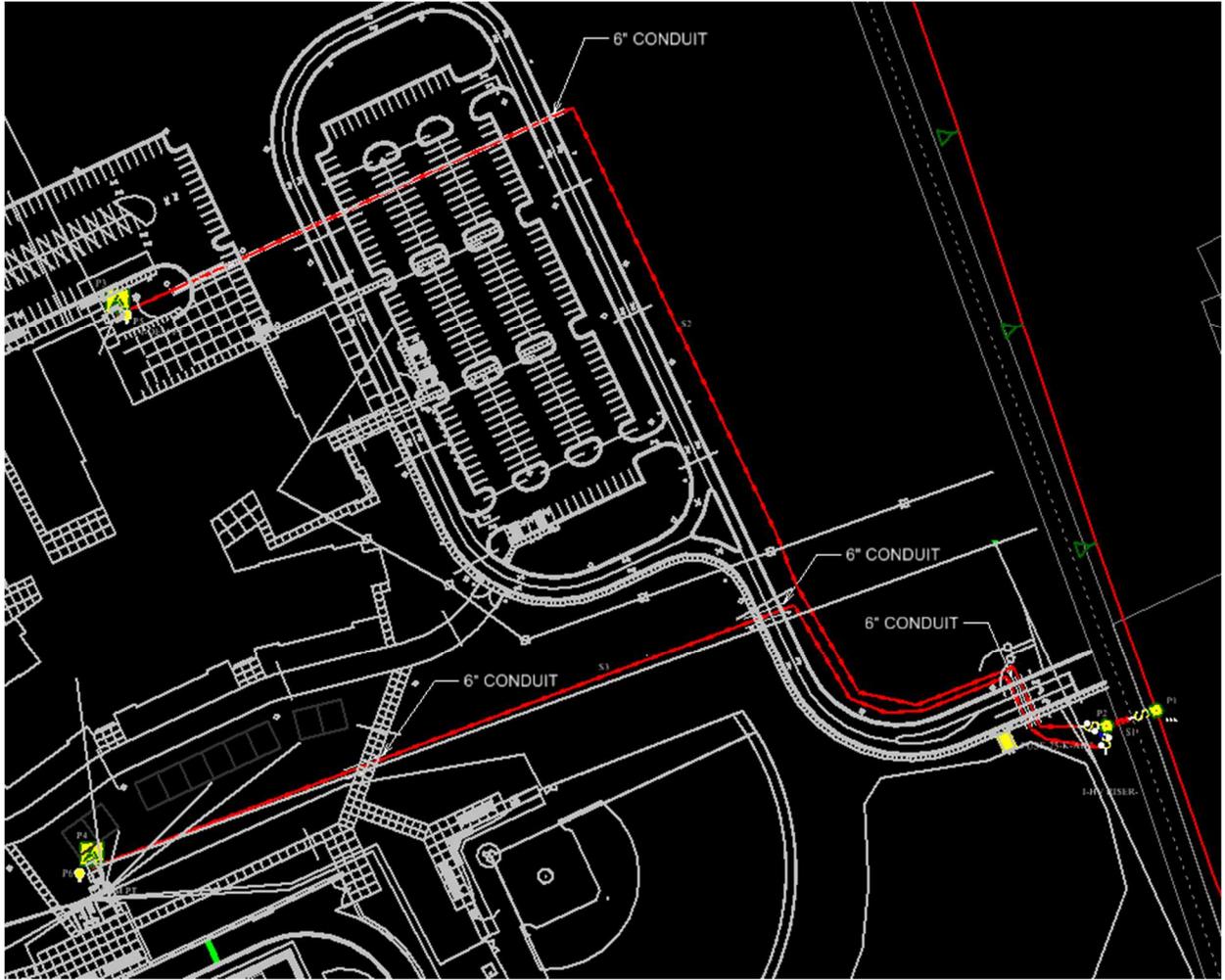
I, _____, a Notary Public of _____ County, State of _____, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of CABARRUS COUNTY, a body politic and political subdivision of the State of North Carolina, and that by authority duly given and as the act of said corporation, the foregoing EASEMENT was signed in its name by its County Manager, sealed with its official seal, and attested by herself/himself as its _____.

Witness my hand and notarial seal, this ____ day of _____, 20_____.



Notary Public: _____

Commission expires: _____



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

February 1, 2021
4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning and Development - 2020-2021 HOME Program Budget Amendment and Project Ordinance

BRIEF SUMMARY:

The Board of Commissioners agreed in early 2020 to participate in the HOME program for FY 21. Two public hearings were held on proposed projects. Staff recently received the HOME contract from Concord which requires a budget amendment and project ordinance update in order to expend the funds. Staff also received funds from the payoff of a property that was rehabilitated several years ago. Those funds are required to be reinvested in the program and are shown on a second budget amendment. The required documents are attached.

REQUESTED ACTION:

Motion to adopt the budget amendments and associated project ordinance update.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, AICP
Planning and Development Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Amendment
- ▣ Budget Amendment to add program income
- ▣ Project Ordinance

Date: February 15 2021

Amount: 182,652.00

Dept. Head: Suzanne Burgess for Kelly Sifford

Department: HOME GRANTS - COMMUNITY DEVELOPMENT

Internal Transfer Within Department

Transfer Between Departments/Funds

X Supplemental Request

This budget amendment is to budget revenues and expenditures for the HOME INVESTMENT PARTNERSHIPS PROGRAM - HOME GRANT 2020 - in the Community Development Special Revenue Fund. The program is between the City of Concord, serving as the lead entity of the Cabarrus/Iredell/Rowan HOME Consortium and Cabarrus County. The services to be performed are Single Family New Construction. The County is required to have fifty percent (50%) of its funds obligated by March 1, 2022 and one hundred percent (100%) by October 1, 2022. Funds must be 100% drawn down by July 1, 2024. The County as been designated to receive \$139,429 in project funds and \$8,366 for administrative costs. The County's match is \$34,857 and will be a contribution from the General Fund.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
410	6	3674-6432	HOME 20 - Consortium Revenues	-	147,795.00	-	147,795.00
410	6	3674-6902	Contribution from General Fund	-	34,857.00	-	34,857.00
410	9	3674-9383	HOME 20 - Subcontractor Construction	-	174,286.00	-	174,286.00
410	9	3674-9605	HOME 20 - Consultant	-	8,366.00	-	8,366.00

Total 0.00

Budget Officer

County Manager

Board of Commissioners

Approved

Approved

Approved

Denied

Denied

Denied

Signature

Signature

Signature

Date

Date

Date

Date: **February 15 2021**

Amount: **10,400.00**

Dept. Head: **Suzanne Burgess for Kelly Sifford**

Department: **HOME GRANTS - COMMUNITY DEVELOPMENT SRF**

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

This budget amendment is to budget additional revenues and expenditures for HOME GRANT 2020 - in the Community Development Special Revenue Fund. The additional revenue received for a payback from previous HOME loan programs. Per the Home agreement, the County shall retain as program income all repayments to fund additional eligible HOME activities of the County's choosing. Ths County is using the additional funds to fund HOME 20 activities.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
410	6	3674-6606	HOME 20 - Program Fees	-	10,400.00	-	10,400.00
410	9	3674-9383	HOME 20 - Subcontractor Construction	174,286.00	10,400.00	-	184,686.00

Total 0.00

Budget Officer

County Manager

Board of Commissioners

Approved

Approved

Approved

Denied

Denied

Denied

Signature

Signature

Signature

Date

Date

Date

**CABARRUS COUNTY
COMMUNITY DEVELOPMENT SPECIAL REVENUE
PROJECT ORDINANCE**

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

Section 1. The projects authorized is for the Grant Projects for the purpose of receiving and disbursing funds as directed by Home Program Grant and the Department of Commerce. The projects are referenced in Section 3.

Section 2. The officers of this unit are hereby directed to proceed within the terms of the Generally Accepted Accounting Principles (GAAP), the grant terms, the rules and regulations of the Department of Commerce and the budget contained herein.

Section 3. The following budgeted amounts are appropriated for the projects:

CDBG:	
Sub-Contractor	\$ 42,352
Home 2015	
Sub-Contractor	159,887
Consultants	4,292
Home 2016:	
Sub-Contractor	119,392
Consultants	3,271
Home 2020:	
Sub-Contractor	184,686
Consultants	<u>8,299</u>
 Total	 \$ <u>522,179</u>

Section 4. The following budgeted revenues are anticipated to be available to complete these projects.

CDBG:	
Program Fees	\$ 42,352
Home 2015:	
Home Consortium Revenues	94,684
Program Fees	44,495
Contribution from General Fund	25,000
Home 2016:	
Home Consortium Revenues	97,663
Contribution from General Fund	25,000
Home 2020	
Home Consortium Revenues	147,728
Program Fees	10,400
Contribution from General Fund	<u>34,857</u>
 Total	 \$ <u>522,179</u>

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project sufficient detailed accounting records to satisfy the terms of any debt financing resolutions and any grant agreements or federal and State regulations.

Section 6. Funds may be advanced from the General Fund for the purpose or making payments as due. Reimbursement requests should be made to the granter agencies in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8. Copies of this grant project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out the projects.

Section 9. At the completion of each individual project, all unrestricted excess funds are transferred to the General Fund and the Grant Project Ordinance is closed.

Section 10. The County Manager is hereby authorized to transfer revenues and appropriation within an ordinance as contained herein under the following conditions:

- a. The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$100,000 between functions of the same ordinance.
- c. The Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
- d. The Manager may either enter into and execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

Adopted this 15th day of February, 2021.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**February 1, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning and Development - Community Development Programs for 2021-2022 - Public Hearing 6:30 p.m.

BRIEF SUMMARY:

Cabarrus County Community Development staff is requesting the authorization to continue the Weatherization, Heating and Air Repair and Replacement Program, Housing and Home Improvement, the Duke Energy DE WX program and the Blue Cross Blue Shield Healthy Homes Initiative if Blue Cross extends the program into fiscal next year. Staff is requesting that Cabarrus County not accept HOME program money for the 2021-2022 year. Staff just received the contracts for the program year that started July 1 in late December. Cabarrus County will be partnering with the City of Concord to construct new home in the City of Concord. The County will have enough funding to do at least one housing rehabilitation job and will have additional funds when the home sells for more homes to rehabilitated. A public hearing will need to be held to amend the 2020-2021 HOME program plan to allow for at least 1 home to be rehabilitated with the remaining funds after the construction of the new home. As a reminder, the home will only be eligible for purchase by qualified applicants through the City of Concord and that process will be handled by the City of Concord.

REQUESTED ACTION:

Hold a public hearing.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kelly Sifford, AICP

Planning and Development Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**February 1, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Property and Liability Internal Service Fund – Move Funds from Property and Liability Insurance Internal Service Fund to the General Fund

BRIEF SUMMARY:

A 2020 Ford Sheriff Interceptor SUV was destroyed in an accident while responding to an emergency traffic call. Funds are available in the Property and Liability Fund to appropriate to replace the vehicle.

REQUESTED ACTION:

Motion to approve the related Budget Amendment to appropriate funds from the Property and Liability Internal Service Fund to the General Fund to replace the Sheriff Vehicle.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▫ Budget Amendment

Date: February 15, 2021

Amount: 42,000.00

Dept. Head: Suzanne Burgess for Kyle Bilafer

Department: Finance

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

This budget amendment is to transfer funds from Property and Liability Internal Service Fund to the Sheriff's Department budget to purchase a new vehicle, including equipment and labor. The vehicle will replace a vehicle totaled in a wreck.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
600	9	1919-9641	Insurance Claims	380,230.00	-	42,000.00	338,230.00
600	9	1919-9704	Contribution to General Fund	-	42,000.00	-	42,000.00
001	6	2110-6931	Contribution from Internal Service Fund	-	42,000.00	-	42,000.00
001	9	2110-9863	Motor Vehicles	1,602,671.56	42,000.00	-	1,644,671.56

Total 0.00

Budget Officer

County Manager

Board of Commissioners

Approved

Approved

Approved

Denied

Denied

Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**February 1, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Tax Administration - Advertisement of 2020 Delinquent Taxes

BRIEF SUMMARY:

NC General Statute 105-369 requires the Tax Collector to report the amount of unpaid taxes for the current year, 2020, that are liens on real property, less bankruptcies and Property Tax Commission (PTC) appeals; and to set the advertisement date.

2020 REAL ESTATE \$12,982,823.00

Less: Bankruptcies \$ 85,000.00

PTC Appeals \$ 0.00

Total (January 31, 2020) \$12,897,823.00

Requested Date of Advertisement of Tax Liens: March 28, 2021

REQUESTED ACTION:

Motion to approve the report for the 2020 outstanding tax balances that are a lien on real property and to order the Tax Collector to advertise these liens in the Independent Tribune on Sunday March 28, 2021.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

David Thrift, Tax Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Order to Advertise Delinquent Taxes
- ▣ Report



ORDER OF THE BOARD OF COUNTY COMMISSIONERS
IN ACCORDANCE WITH N.C.G.S. 105-369

State of North Carolina
County of Cabarrus

To: M. David Thrift, Tax Administrator of Cabarrus County

You are hereby authorized, empowered, and commanded to advertise tax liens on real property for failure to pay 2020 property taxes. You shall advertise said liens by posting a notice of liens at the county courthouse and by publishing each lien at least one time in a newspaper having general circulation in the taxing unit. Advertisement of liens shall be made on Sunday March 28, 2021.

This order shall be a full and sufficient authority to direct, require, and enable you to advertise said tax liens in accordance with North Carolina General Statute 105-369.

Witness my hand and official seal, this 15th day of February, 2021.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

Attest:

Lauren Linker
Clerk to the Board of County Commissioners

PublicDataExtraction_Totals_2021012610520853.txt

NUMBEROFRECORDS TOTALDUE

8174

12982823.03

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**February 1, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Tax Administration – Waiver of Occupancy Tax Penalty

BRIEF SUMMARY:

NCGS 153A-155 provides for the administration of Occupancy Taxes, scheduling those taxes to be due and payable on the 20th day of each month. The statute permits the board to waive past due penalties. Staff have reviewed this waiver request and recommends waiving the penalty.

REQUESTED ACTION:

Motion to waive occupancy tax penalty of \$271.26 owed by Econo Lodge – OYO.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Rodney Harris, Deputy County Manager
David Thrift, Tax Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Waiver Documentation



Your SEPTEMBER
Occupancy Tax Report and
Payment Were Due
OCTOBER 20th

Dear Occupancy Tax Remitter (ECONO LODGE- OYO):

The Cabarrus County Finance Department has not received your company's Occupancy Tax Report or payment. In accordance with North Carolina General Statute (NCGS) Section 160A-215(d), a monthly Occupancy Tax Report and tax liability payment is due on or before the 20th of each month, following the month of collection. In the event the 20th day of the month falls on a weekend, the due date is extended to the Monday following the weekend.

Penalties are assessed, in accordance with NCGS Section 160A-215(e), for the failure to file a timely return and the failure to pay tax on or before the due date.

Please calculate the appropriate amount of penalties on the Occupancy Tax Report, and submit the report and payment immediately. Penalties continue to accrue until the report and payment are received by the Cabarrus County Finance Department.

Mail your Occupancy Tax Report and payment to:

Cabarrus County Finance Department
PO Box 707
Concord NC 28026-0707

Telephone: (704) 920-2104

If you have questions about this notice, please contact me directly at (704) 920-2106 or email me at PSRitch@CabarrusCounty.US.

Kind regards,

Peticia Ritch
Accounting Specialist

Kanaiyalal Patel
3100 Cloverleaf Pkwy Kannapolis, NC 28083
704-786-3100

12/14/20

A formal request for the Cabarrus County Finance Office

I am writing to request that you waive the penalty of \$2985.69 on the account linked to sales tax ID 600527456 (Shree Radha Krishna Inc). For years I have made monthly payments on this account on time, without exception. I know the due date by heart and it is also marked on my calendar.

However, we had a mix up when sending the payment and forgot to actually place the check inside the envelope we sent to you! As you can imagine, I was beside myself because of this careless error and sent a check out right away when I received word from your office about the mistake.

I promptly resumed payments at that time, but it was too late to avoid being assessed the late fee. Please consider reversing the fee in light of these unusual, one-time circumstances. I wish to remain in good standing with your office.

Appreciatively,

Kanaiyalal M. Patel
Kanaiyalal Patel

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**February 1, 2021
4:00 PM**

AGENDA CATEGORY:

Approval of Regular Meeting Agenda

SUBJECT:

BOC - Approval of Regular Meeting Agenda

BRIEF SUMMARY:

The proposed agenda for the February 15, 2021 regular meeting is attached.

REQUESTED ACTION:

Motion to approve the agenda for the February 15, 2021 regular meeting as presented and schedule the public hearing.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Proposed February 15, 2021 Regular Meeting Agenda

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**February 15, 2021
6:30 PM**

MISSION STATEMENT

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

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

INVOCATION

A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. County Manager - Procurement Month Proclamation
2. DHS - Social Worker Appreciation Month

D. INFORMAL PUBLIC COMMENTS

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. Active Living and Parks - Lease for Cox Mill School Park Property to City of Concord
2. Active Living and Parks - Sale of Fixed Asset Budget Amendment
3. Appointments - Firemen's Relief Fund Trustees

4. Appointments - Juvenile Crime Prevention Council
5. Appointments and Removals - Early Childhood Task Force Advisory Board
6. Appointments and Removals - Industrial Facilities and Pollution Control Financing Authority
7. Appointments and Removals - Mental Health Advisory Board
8. County Manager - Central Area Plan Inter-local Agreement Modification
9. County Manager - Child Care Facility Partnership
10. County Manager - Purchase of Property for the Northeast Cabarrus Public Safety Communications Towers
11. County Manager - Utility Easements at Roberta Road Middle School
12. Planning and Development - 2020-2021 HOME Program Budget Amendment and Project Ordinance
13. Property and Liability Internal Service Fund – Move Funds from Property and Liability Insurance Internal Service Fund to the General Fund
14. Tax Administration - Advertisement of 2020 Delinquent Taxes
15. Tax Administration - Refund and Release Reports – January 2021
16. Tax Administration – Waiver of Occupancy Tax Penalty

G. NEW BUSINESS

1. Planning and Development - Community Development Programs for 2021-2022 - Public Hearing 6:30 p.m.

H. REPORTS

1. BOC - Receive Updates From Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
2. BOC - Request for Applications for County Boards/Committees
3. Cabarrus County Tourism Authority FY2020 Year End Financials
4. County Manager - Monthly Building Activity Reports
5. County Manager - Monthly New Development Report
6. EDC - January 2020 Monthly Summary Report
7. Finance - Monthly Financial Update

I. GENERAL COMMENTS BY BOARD MEMBERS

J. WATER AND SEWER DISTRICT OF CABARRUS COUNTY

K. CLOSED SESSION

L. ADJOURN

Scheduled Meetings

February 26	Board Retreat	4:00 p.m.	Cabarrus Arena
February 27	Board Retreat	8:00 a.m.	Cabarrus Arena
March 1	Work Session	4:00 p.m.	Multipurpose Room

March 15	Regular Meeting	6:30 p.m.	BOC Meeting Room
April 6	Work Session	4:00 p.m.	Multipurpose Room
April 19	Regular Meeting	6:30 p.m.	BOC Meeting Room
April 21	Cabarrus Summit	6:00 p.m.	Cabarrus Arena

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

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

In accordance with ADA regulations, anyone who needs an accommodation to participate in the meeting should notify the ADA Coordinator at 704-920-2100 at least forty-eight (48) hours prior to the meeting.