

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN

2.1. BOC - Changes to the Agenda Pg. 3

3. Swearing In

3.1. Brian Echevarria - Sworn by Judge Michael Stading Pg. 5

3.2. Grant Campbell - Sworn by Judge Michael Stading Pg. 6

3.3. Jonathan Almond - Sworn by Judge Beth Street Pg. 7

4. DISCUSSION ITEMS - NO ACTION

5. DISCUSSION ITEMS FOR ACTION

5.1. Emergency Medical Services (EMS) - Vehicle Data Tracking Pg. 8

5.2. Emergency Medical Services (EMS) - Zoll Monitor - Autopulse Replacement Pg. 10

5.3. Finance - Financing Budget Amendment and Updated Project Ordinances Pg. 15

5.4. Human Resources - Total Rewards - Time Off Benefits Part 4 Pg. 25

5.5. Planning & Development Department - Authorization for 2025-2026 Community Development Program Funding Applications Pg. 46

5.6. Planning & Development Department - Proposed Budget Amendment to Revise HOME Grant 2020 Accounts Pg. 48

5.7. Planning & Development Department - Community Development Duke Energy Rebate Program Proposed Budget Amendment Pg. 51

5.8. Planning & Development Department - Community Development - Housing and Home Improvement - Proposed Budget Amendment Pg. 54

5.9. County Manager - Easement Agreement with Charlotte Water Pg. 57

5.10. County Manager - Easement Dedication for R Brown McAllister Pg. 76

5.11. County Manager - Lease and Agency Agreements Pg. 80

5.12. County Manager - Sewer Easement on JM Robinson Property Pg. 127

5.13. County Manager - Temporary Construction Easement at Cox Mill High School Pg. 142

- 5.14. County Manager - Opioid Settlement Spending Authorization for Recovery Supports Pg. 147
- 5.15. BOC - Appointments to Boards and Committees Pg. 185
- 5.16. BOC - Appointment - Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating Committee (TAC) and Transportation Advisory Committee (TCC) Pg. 187
- 5.17. BOC - Commission on Financial Efficiency Pg. 189

6. APPROVAL OF REGULAR MEETING AGENDA

- 6.1. BOC - Approval of Regular Meeting Agenda Pg. 191

7. CLOSED SESSION

8. 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

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Approval of Work Session Agenda - Chairman

SUBJECT:

BOC - Changes to the Agenda

BRIEF SUMMARY:

A list of changes to the agenda is attached.

REQUESTED ACTION:

Motion to approve the agenda as amended.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
January 6, 2025**

UPDATED:

Discussion Items for Action

5.15 BOC – Appointments to Boards and Committees

- Removed: Appointment and Removal - Planning and Zoning Commission

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Swearing In

SUBJECT:

Brian Echevarria - Sworn by Judge Michael Stading

BRIEF SUMMARY:

REQUESTED ACTION:

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Swearing In

SUBJECT:

Grant Campbell - Sworn by Judge Michael Stading

BRIEF SUMMARY:

REQUESTED ACTION:

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Swearing In

SUBJECT:

Jonathan Almond - Sworn by Judge Beth Street

BRIEF SUMMARY:

REQUESTED ACTION:

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Emergency Medical Services (EMS) - Vehicle Data Tracking

BRIEF SUMMARY:

We are in a position to look at a new system to track vehicle/driver data. The current product (PRAN) we are using is no longer supported for all our EMS vehicles. We are considering Samsara as a new provider. Samsara offers comprehensive driving data tracking including a camera interface. Samsara is trusted by Cabarrus County Infrastructure and Asset Management (IAM). Currently, we are testing the Samsara product on 2 Ambulances and 2 Quick Response vehicles. This new system will enhance our vehicle data tracking capabilities and ensure efficient monitoring of our fleet.

REQUESTED ACTION:

Recommended Motion for Regular Meeting:

Motion to approve the contract for the Samsara vehicle tracking system and authorize the County Manager to execute the contract on behalf of Cabarrus County subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jimmy Lentz - Emergency Medical Services Chief

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Emergency Medical Services (EMS) - Zoll Monitor - Autopulse Replacement

BRIEF SUMMARY:

We are in the process of planning for the replacement of our Zoll cardiac Monitors and Autopulse mechanical CPR devices as our current Zoll monitors will reach the end of their projected service life in FY26. Having been highly satisfied with the Zoll product and their exceptional support services, we are recommending a 10-year lease agreement similar to the Stryker Stretcher lease we initiated in FY25. This worry-free lease would involve a complete equipment swap-out at the five-year mark to ensure continued efficiency. It's important to note that Zoll has forecasted a significant price increase at the start of their Fiscal year in April, making timely action crucial for cost-effective equipment replacement.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve the contract between Cabarrus County and ZOLL Medical Cooperation 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:

Jimmy Lentz - Emergency Medical Services Chief

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Zoll Quote



ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-97853 Version: 1

Cabarrus County EMS
793 Cabarrus Ave. W
Concord, NC 28027

Issued Date: December 12, 2024
Expiration Date: December 31, 2024

Jimmy Lentz
704-920-2601
jwlentz@cabarruscounty.us

Prepared by: Andrea Jannarone
Senior Account Executive
ajannarone@zoll.com

ZOLL Medical is pleased to offer Cabarrus County EMS the following special ZOLL ONE Program for the devices, accessories, software, and warranty options included in the table listed at the end of this quote.

ZOLL One Program Summary

Structure	ZOLL One
Down Payment Amount	\$0.00
Payment Term	10 Years
Payment Mode	Annually
Payment Amount	\$428,818.14

1. Delivery will be made upon availability.
2. This Quote expires on December 31, 2024. Pricing is subject to change after this date.
3. Pending credit and financial approval. First payment is due Net 30 Days from date of shipment.
4. Payment amount does not include applicable taxes.
5. A signed Master Lease Agreement is required in order to execute this program.

Trade Unit Considerations

Trade-In values valid through December 31, 2024 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.



ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Cabarrus County EMS
Quote No: Q-97853 Version: 1

The following items represent the devices, accessories, software, and warranty options included in the lease summary on page one.

Item	Part Number	Description	Quantity
1	601-2221112-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View	26
2	8000-000151	RD Rainbow SET MD20-04 EMS Patient Cable, 4ft	26
3	8000-001814	RD SET DCI Adult Reusable Sensor, 3ft	26
4	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	46
5	8000-000393-01	X Series Carry Case, Premium	26
6	8778-890055-ZOD	Professional Defibrillators/Monitors - ZOLLONE - Worry-Free Service Plan - 5 Years On-Site At Time of Sale	26
7	8400-110045	CaseReview Premium Subscription, R Series and X Series, Hosted	16
8	6008-9901-61	ZOLL X Series Trade In Allowance (EMS Group)	24
9	8700-001070-01	AutoPulse NXT Platform	20
10	8700-001012-01	AutoPulse NXT Lithium Battery	5
11	8778-890055-ZNT	AutoPulse NXT - ZOLLONE - Worry-Free Service Plan - 5 Year On-Site At Time of Sale	20
12	8700-9901-61	ZOLL AutoPulse Trade-In Allowance	19



Cabarrus County EMS
Quote No: Q-97853 Version: 1

269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

ALS/BLS Software Solutions Master Software, SaaS and Services Agreement and Addenda Acknowledgement Form

The terms and conditions applicable to ZOLL Medical Corporation's Software Solutions products can be found at <https://www.zoll.com/en/about-zoll/legal>. By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

Name: _____

Title: _____

Company: _____

Company Address: _____

Date: _____

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Financing Budget Amendment and Updated Project Ordinances

BRIEF SUMMARY:

The attached budget amendment and project ordinances are updated based on the two financings completed a few months ago. This budget amendment records legal costs in the capital project funds, adjust projects to match funding and allows the County to reimburse itself for funds budgeted from the Community Investment Fund that started projects.

REQUESTED ACTION:

Recommendation Motion for the Regular Meeting:

Motion to approve the budget amendment and capital project ordinances.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Jim Howden, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Amendment
- ▣ Project Ordinance
- ▣ Project Ordinance

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

Budget amendment to adjust accounts to match LOBs financing and adjust project budgets as needed.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
380	6	0000-6937-2024A	Proceeds from Financing to offset legal costs		1,881,533		1,881,533
380	9	0000-9609-2024A	Legal Cost		1,881,533		1,881,533
380	6	0000-6927-2024B	Proceeds from Financing to offset legal costs	-	890,764		890,764
380	9	0000-9609-2024B	Legal Cost	-	890,764	-	890,764
380	6	8140-6937-MPLIB	2024A Financing	-	9,059,908		9,059,908
380	9	8140-970118-MPLIB	Transfer to CIF	-	9,059,908		9,059,908
380	6	2110-6936-2022B	2022B Draw	2,275,000		104,624	2,170,376
380	9	2110-9820-TECH	Construction	2,286,085		104,624	2,181,461
380	6	8140-6936-2022B	2022B Draw	7,500,000		61,934	7,438,066
380	9	8140-9830-MPLIB	Other Improvements	9,355,999		61,934	9,294,065
380	6	5310-6937-MENT	2024A Financing	20,000,000	3,000,000		23,000,000
380	9	5310-970118-MENT	Transfer to CIF	-	3,097,554		3,097,554
380	6	5310-6701-MENT	Interest	966,616	1,533,384		2,500,000
380	9	5310-9820-MENT	Construction	56,564,170	1,435,830		58,000,000
380	6	2210-6937-COURT	2024A Financing	10,585,762		1,100,886	9,484,876
380	9	2210-9820-COURT	Construction	97,961,848		1,100,886	96,860,962
380	6	5610-6937-HSC	2024A Financing	62,115,000		115,000	62,000,000
380	9	5610-9820-HSC	Construction	20,115,000		115,000	20,000,000
380	6	1950-6927-BUILD	2024B Financing	1,000,000		1,000,000	-
380	9	1950-9860-BUILD	Equipment and Furniture	1,924,581		1,000,000	924,581
380	6	8240-6927-LIBSC	2024B Financing	28,000,000		12,636	27,987,364

380	9	8240-9862-LIBSC	Technology	500,000		12,636	487,364
390	6	7210-6927-OPPOR	2024B Financing	9,535,000	2,196,149		11,731,149
390	9	7210-9820-OPPOR	Construction	9,535,000	2,196,149		11,731,149
390	6	7210-6927-MFWRV	2024B Financing	11,000,000	3,740,000	-	14,740,000
390	9	7210-9830-MFWRV	Other Improvements	11,000,000	3,740,000		14,740,000
390	6	7210-6927-COLWB	2024B Financing	45,314,081	5,155,913		50,469,994
390	9	7210-9820-COLWB	Construction	50,600,000	-	1,630,006	48,969,994
390	9	7210-970118-COLWB	Transfer to CIF	-	6,785,919		6,785,919
390	6	7210-6709-WMROF	Interest	-	73,395	-	73,395
390	6	7210-6927-WMROF	2024B Financing	2,000,000		872,500	1,127,500
390	9	7210-9830-WMROF	Other Improvements	2,000,000	-	799,105	1,200,895
390	6	7210-6709-CHVAC	Interest	-	912,158		912,158
390	6	7210-6927-CHVAC	2024B Financing	9,000,000	-	820,200	8,179,800
390	9	7210-9821-CHVAC	Building and Repairs	9,000,000	91,958	-	9,091,958
390	6	7210-6927-CMROF	2024B Financing	2,500,000	-	1,640,165	859,835
390	6	7210-6709-CMROF	Interest	-	57,795		57,795
390	9	7210-9830-CMROF	Building and Repairs	2,500,000	-	1,582,370	917,630
390	6	7210-6927-HRROF	2024B Financing	2,550,000		1,101,432	1,448,568
390	6	7210-6709-HRROF	Interest		433,896		433,896
390	9	7210-9830-HRROF	Other Improvements	2,550,000	-	667,536	1,882,464
390	6	7210-6709-WHVAC	Interest	-	591,637	-	591,637
390	6	7210-6927-WHVAC	2024B Financing	7,000,000	-	585,260	6,414,740
390	9	7240-9821-WHVAC	Building and Repairs	7,000,000	6,377	-	7,006,377
390	6	7346-6918-2022B	2022B Draw	7,064,556		597,045	6,467,511
390	9	7346-9820	Construction	44,772,038		597,045	44,174,993

Budget Officer

- Approved
- Denied

County Manager

- Approved
- Denied

Board of Commissioners

- Approved
- Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY COUNTY CAPITAL PROJECTS BUDGET ORDINANCE

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

Section I.

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

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

Debt Proceeds 2020 Draw / 2022 LOBs	\$ 60,622,146
Debt Proceeds 2022 Draw / 2024A LOBs	214,060,555
Debt Proceeds 2024B LOBs	28,878,128
Future Debt	70,000,000
Contributions from Capital Projects Fund	24,696,943
Contribution from General Fund	40,372,704
Contribution from Capital Reserve Fund	2,728,681
Contribution from Internal Service Fund	2,287,024
Contribution from Community Investment Fund	38,735,828
State Allocation	40,700,000
PARTF Grant	500,000
Interest	4,212,302
TOTAL REVENUES	\$527,794,312

- C. The following appropriations are made as listed.

Courthouse Site Enabling Construction & Renovation	\$ 147,139,364
Exterior Repairs to Multiple Buildings	326,174
Contribution to Capital Reserve (Reimb for Skylight Project)	2,085,000
West Cabarrus High School Artificial Turf Fields	2,566,810
Frank Liske Barn Replacement	7,764,393
Legal / Closing Expenses	3,724,805
Emergency Equipment Warehouse/ ITS Location	14,867,999
Fiber Infrastructure Improvement	799,000
Sheriff Training & Firing Range Renovations	2,200,000
Human Services HVAC	180,000
Frank Liske Park ADA Renovations	1,450,000
Frank Liske Park Playground Replacement	203,600
Camp Spencer Vending & Archery Building	526,998
West Cabarrus Library & Senior Center	32,243,364
Deferred Maintenance Projects	21,806,950
EMS Headquarters	21,007,999
Mt. Pleasant Library / ALC / Foil Park Project	28,294,067
Northeast Area Land	4,729,117
Mental Health Facility	58,000,000
Other Improvements Unallocated	1,924,031

Enterprise Physical Security Project (ITS)	807,000
Concord Senior Center Overflow Parking Lot	550,000
Contribution to the General Fund	47,500
Frank Liske Park Softball Complex Utilities	410,000
Rob Wallace Park	1,433,504
Animal Shelter Expansion	275,000
Frank Liske Park Stormwater Project	570,803
Northeast Cabarrus Radio Tower Project	2,334,547
Milestone Building	8,150,000
Fire Services Building	370,000
Frank Liske Park Tennis Court	280,000
Frank Liske Park Multiple Projects	5,600,000
Government Center Building Repair	450,000
Public Safety Training Center	70,000,000
Human Services Facility	64,250,000
Frank Liske Park Mini-Golf and Office (ADA)	1,100,000
Boardwalk at Vietnam Veterans Park	95,000
Land Acquisition	4,000,000
Chiller Replacement at Sheriff's Admin Office	1,000,000
Contributions to Community Investment Fund	14,231,285

TOTAL EXPENDITURES **\$527,794,312**

GRAND TOTAL – REVENUES **\$527,794,312**

GRAND TOTAL – EXPENDITURES **\$527,794,312**

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 1. Transfers amounts between objects of expenditure and revenues within a function without limitation.
 2. Transfer amounts up to \$500,000 between functions of the same fund.
 3. Transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. Enter and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
 5. Award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
 6. Execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
 7. Reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).

Section III.

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

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the Community Investment Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 21st day of January 2025.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Chris Measmer, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY SCHOOL CAPITAL PROJECTS BUDGET ORDINANCE

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

Section I.

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

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

Contribution from General Fund/CIF	\$ 71,686,261
Contribution from Capital Projects Fund	9,383,614
Debt Proceeds 2020 Draw / 2022 LOBs	45,227,096
Debt Proceeds 2022 Draw / 2024A LOBs	58,308,011
Debt Proceeds 2024B LOBS	120,855,302
Future Debt	104,600,000
Contribution from Capital Reserve Fund	693,429
Contribution from Convention & Visitors Bureau	1,550,000
Grant	1,950,000
Interest	6,801,915

TOTAL REVENUES	\$421,055,628
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- C. The following appropriations are made as listed.

CCS Mobile Unit Renovation	\$ 3,300,000
R. Brown McAllister Replacement	48,326,750
Roberta Road Middle School	58,073,579
CCS New High School	9,513,790
CCS Southeast High School – Land purchase	1,816,320
Early College Mobile Units	2,536,331
Mondo Track – JM Robinson High School	1,550,000
Deferred Maintenance Cabarrus County Schools	36,229,617
Deferred Maintenance Kannapolis City School	8,890,034
Deferred Maintenance Rowan Cabarrus Community College	3,652,500
Central Cabarrus Track	1,155,000
Hickory Ridge Football Field and Track	1,925,000
Tennis Courts – Cox Mill, Central Cabarrus, Northwest	1,495,000
Mary Frances Wall Renovations	14,740,000
Weddington Hills Elementary School HVAC	7,006,377
Concord High School HVAC	9,091,958
Opportunity School	11,731,149
Hickory Ridge High School Roof	1,882,464

Cox Mill Elementary School Roof	917,630
Wolf Meadow Elementary School Roof	1,200,895
Fred L. Wilson Elementary School Addition	14,000,000
Forest Park Elementary School HVAC	7,000,000
RCCC South Campus HVAC	6,150,500
Cabarrus Health Science Institution	2,000,000
Shady Brook Elementary School Chiller	450,000
Consulting – Project Process Review	30,000
Coltrane Webb STEM Elementary School	50,469,994
New Elementary School – Northwest or Southwest	52,100,000
Concord High School Track Wall Repairs	105,000
Rowan Cabarrus Community College – Renovation S203	7,000,000
Rowan Cabarrus Com College – Workforce Innovation Center	47,000,000
Contribution to Capital Investment Fund	9,715,740
TOTAL EXPENDITURES	\$421,055,628

GRAND TOTAL – REVENUES	\$421,055,628
GRAND TOTAL – EXPENDITURES	\$421,055,628

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
 - 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 - 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 - 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 - 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
 - 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.

8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund, Community Investment Fund or other Capital Project Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 21st day of January 2025.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Chris Measmer, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Human Resources - Total Rewards - Time Off Benefits Part 4

BRIEF SUMMARY:

Human Resources will present several small adjustments to the Personnel Ordinance in support of time off benefits previously approved (floating holiday/personal day). Human Resources will also share recommendations for adjustments to our military leave benefit.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Approve recommendations for military leave benefit and Personnel Ordinance language supporting this and other time off items.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Lundee Covington, Human Resources Director
Ashley Dobbins, Human Resources Strategy Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Presentation
- ▢ Ordinance - Updated Language

Military Time Policy Survey

Human Resources



CABARRUS COUNTY
America Thrives Here

Current Military Leave Benefit

Section 22. Military Leave or Federal Disaster Service Leave

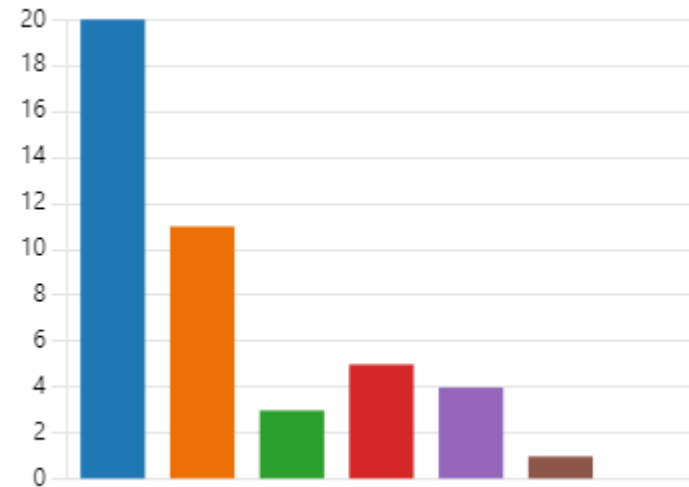
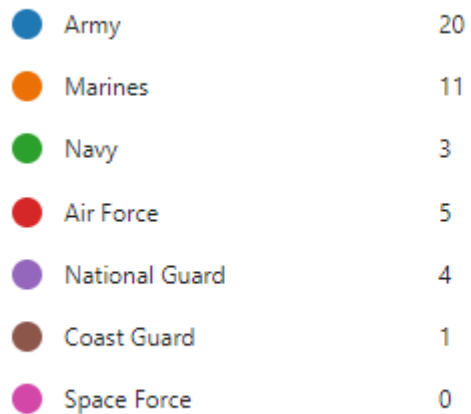
Last paragraph:

- Employees who are protected by USERRA will be allowed **120 hours** of Military or Federal Disaster Service Leave per calendar year for training or activation. The employee shall receive his or her base salary during this leave. The employee must provide a copy of their duty orders. If military or federal disaster service duty is required beyond the available Military or Federal Disaster Service Leave, the employee may take accrued vacation leave, compensatory time, or leave without pay. Military or Federal Disaster Service Leave must be exhausted before Leave Without Pay (LWOP) will be granted. **While taking military leave with partial pay or without pay, the employee's leave credits and other non-monetary benefits shall continue to accrue as if the employee physically remained with the County during this period.** For those choosing LWOP status, the credits will be added when the employee returns or begins receiving county pay.

Internal Survey Question Responses

- We asked our employee Veterans 6 questions about our current Military Time policy
- 44 total responses out of 66 invited participants

Military Branch for Employee Survey Respondents



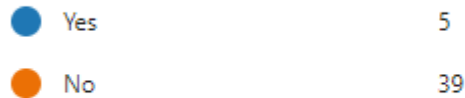
Question 1

I am currently impacted by this policy as active National Guard or Reserve status



Question 2

I have utilized this benefit with Cabarrus County in the past



Question 3

I feel that 120 hours for training/deployment annually is appropriate



Question 4

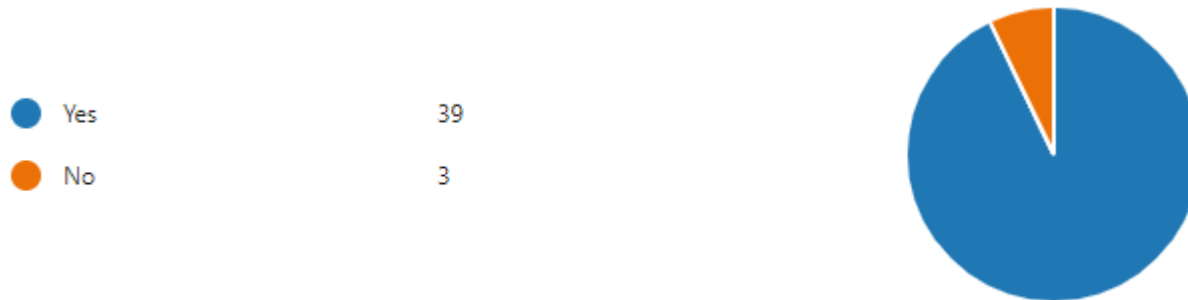
I feel that 120 hours is not sufficient to cover my general living expenses (in conjunction with military pay) if deployed for longer periods of time

● Yes 25
● No 17



Question 5

A pay differential (to cover gap between County and Military pay) would be beneficial



Question 6

Please share other comments or suggestions to improve Military Leave benefits

Summary of comments:

- 120 hours is not sufficient for most to cover two weeks + of mandatory training and any deployment they experience
- Military personnel should not have to deplete their personal leave with the County to keep their pay full

Continued...

- Those that work 12 hour shifts burn through the 120 hours faster
- Going into Leave Without Pay status with the County can potentially cause the employee to lose time towards retirement
- If an employee is deployed, the County should do all they can to make sure the employee and their family have everything they need

Military Leave Survey

Responding Counties/Cities

- Union County
- New Hanover County
- Iredell County
- Guilford County
- City of Raleigh
- Johnston County



Summary

Union County

- Provides 10 Paid Days for Inactive Duty Training
- Provides 20 Paid Days for Active Duty Leave
- Beyond this – Wage Supplement up to 6 months

New Hanover County

- Provides 10 Additional Paid Days Military Leave
- Beyond this – Wage Supplement up to 6 months

Iredell County

- Provides Wage Supplement up to 10 days

Guilford County

- Provides 2 Weeks Paid Days Military Leave
- Beyond this – Wage Supplement for all Active Duty – no time limit mentioned

Johnston County

- Provides 10 Paid Days Military Leave
- Beyond this – Wage Supplement for all Military Leave – no time limit mentioned

City of Raleigh

Only Reported Wage Supplement for Military Leave

Recommendation

- Retain 120 hours per calendar year for full pay for training/deployment
- If an employee is deployed more than 120 hours per calendar year AND is paid more with the County than in their military role ADD a salary differential to keep them at full pay for a minimum of 6 months.
- Ex. Employee earns \$30 per hour with the County and \$20 with their military branch, after 120 hours they would receive \$10 per hour from the County plus continue to accrue time off as per USERRA.

Personnel Ordinance Updates – Total Rewards

January 21, 2025

Section 1. Holidays

The County shall observe the same holiday observation schedule as the State of North Carolina for holidays. This includes one “floating holiday” annually that employees can choose as a day of personal significance to them. This day does not roll-over calendar years and is not paid out upon departure from the county. **Eligible employees must be active as of January 1 in order to receive the floating holiday.**

Paid holiday time is provided to eligible employees who are either full time status (9101) or part time working greater than 1,000 hours per year (9102) effective January 1, 2018. All other staff are not afforded paid holiday time but may be scheduled off in accordance with their business unit practice.

Full time employees, not on paid leave, must work a full normally scheduled workday before or after the holiday or utilize paid time off to be eligible for holiday leave.

Part time (9102) employees will receive holiday time based on their FTE status. For example, a regular .5 FTE would receive 4 hours per holiday. To be eligible, at least one shift must be worked or paid status equivalent to a work shift must be entered in the holiday week to receive holiday pay. This must be in the pay period week the holiday actually occurs (ex. Friday – Monday schedule).

Employees may wish to be away from work on a certain day for religious observances. Department heads should attempt to arrange the work schedule so that an employee may be granted vacation leave if requested for a religious observance.

Section 31. Personal Leave

Full time and part time (9102) employees may qualify for 1 annual day of Personal leave time. The purpose of this day is to support employee’s physical, mental and/or emotional well-being for self-care or care of others. While advance notice is always preferred, this time could include more spontaneous needs that are not addressed by other accrual banks of time including preventative wellness, mental health/recovery time and/or immediate family concerns. Time may be taken as either a full day or less but will not be carried over for use on another date. This day will be established on an annual basis and will not carry over or be paid out if not used during the calendar year. **Eligible employees must be active as of January 1 in order to receive the personal day.**

Section 22. Military Leave or Federal Disaster Service Leave

The County commends the dedication and self-sacrifice of the employees serving in the uniformed services, as well as employees who serve in federal disaster response capacities. It recognizes the hardship experienced by these employees and their families for the public good.

Cabarrus County is committed to protecting the job rights of employees covered by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). USERRA protects employees that serve in the Uniformed Services of the United States, which includes the Army, Navy, Marine Corps, Air Force, Coast Guard, Space Force, Public Health Service Commissioned Corps, and National Oceanic and Atmospheric Administration Commissioned Corp, as well as the reserve components of each of these services. USERRA also protects employees who serve as members of the National Urban Search and Rescue Response System, reservists for the Federal Emergency Management Agency (FEMA), and members of the National Disaster Medical System.

In accordance with federal and state law, it is the County's policy that no employee will be subjected to any form of discrimination on the basis of his or her membership in or duty to perform service for any of the Uniformed Services of the United States or covered federal disaster services. No employee will be denied reemployment, promotion or other benefits or employment on the basis of such membership. Furthermore, no employee will be subjected to retaliation or adverse employment action because of his or her rights exercised under this policy.

Employees who are protected by USERRA will be allowed **120 hours** of Military or Federal Disaster Service Leave per calendar year for training or activation. The employee shall receive his or her base salary during this leave. The employee must provide a copy of their duty orders. If military or federal disaster service duty is required beyond the available Military or Federal Disaster Service Leave, the employee may take accrued vacation leave, compensatory time, or leave without pay. Military or Federal Disaster Service Leave must be exhausted before Leave Without Pay (LWOP) will be granted.

If approved, a new section would be needed for the extended benefit.

If an employee meeting the above condition is deployed beyond the 120 hours of fully paid time AND is paid more with the County than in their military role, the employee may receive a pay differential (difference between county pay and military pay) for up to XX months. The employee must provide proof of military pay in addition to military orders required above. This supplemental pay will be processed through the normal payroll cycle timing.

Put benefits section into a new paragraph. Green font is current.

While taking military leave with partial pay or without pay, the employee's leave credits and other non-monetary benefits shall continue to accrue as if the employee physically remained with the County during this period. For those choosing LWOP status, the credits will be added when the employee returns or begins receiving county pay.

ITS/Finance input:

- New pay code would be needed (MILTDIFF), supervisor enters actual dollar amount and hours. Ex. on call pay only

- PSR needed to include military orders and rate of pay for military service.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning & Development Department - Authorization for 2025-2026 Community Development Program Funding Applications

BRIEF SUMMARY:

Community Development Staff is requesting to make the regular submission for the Weatherization, Heating and Air Repair and Replacement program and the Housing and Home Improvement programs applications as the funding becomes available in the coming months. Additionally, staff requests to participate in any programs that Duke Energy offers. The only match required for any of these programs is 10% for the Housing and Home Improvement program, which is part of the larger County Home Care Community Block Grant program.

The Weatherization and Heating and Air Repair and Replacement grants assists low-income individuals and families to make their homes more energy efficient and helps reduce their energy bills. The Housing and Home Improvement program helps Cabarrus County residents 60 years of age and older with minor home repairs and the installation of ramps, grab-bars, and handrails. The Duke Energy program helps supplement funding for the Weatherization, Heating and Air Repair and Replacement, and Housing and Home Improvement programs.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to authorize staff to make applications for Weatherization, Heating and Air Repair and Replacement Program, Housing and Home Improvement, and Duke Energy Programs and to allow the County Manager to execute any necessary contracts subject to legal review.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Robert Anderson, Community Development Manager

Susie Morris, Planning Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning & Development Department - Proposed Budget Amendment to Revise HOME Grant 2020 Accounts

BRIEF SUMMARY:

The proposed budget amendment is to place revenue generated from program fees into the expense line items to allow them to be expended. There was \$1,298.66 in program fees paid. The HOME grant requires that all program fees be placed back into the program to be expended on the program.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to adopt the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Robert Anderson, Community Development Manager
Susie Morris, Planning Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Budget Amendment

Budget Revision/Amendment Request

Date: 1/21/2025

Amount: 1,298.66

Dept. Head: Susie Morris

Department: Community Development

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Purpose: To move excess program fees to the Consultants account so the remaining funds can be expended to work on closing out the HOME 2020 grant.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
410	6	3674-6606	Program Fees	15,600.00		1,298.66	14,301.34
410	9	3674-9605	Consultants	8,366.00	1,298.66		9,664.66

Total 23,966.00

Budget Officer

Approved
 Denied

County Manager

Approved
 Denied

Board of Commissioners

Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning & Development Department - Community Development Duke Energy Rebate Program Proposed Budget Amendment

BRIEF SUMMARY:

The proposed budget amendment is to move revenues (reimbursements) from the Duke Energy rebate program into expense line items to allow them to be expended.

Duke Energy has provided \$16,206.66 through reimbursements for work and improvements completed. Reimbursements are considered "revenues" and must periodically be moved to expense accounts to be expended.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to adopt the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Robert Anderson, Community Development Manager
Susie Morris, Planning Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Duke Rebate BA

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Purpose: The proposed budget amendment is to move revenues (reimbursements) from the Duke Energy rebate program into expense line items to allow them to be expended. Duke Energy has provided \$16,206.66 through reimbursements for work and improvements completed. Reimbursements are considered "revenues" and must periodically be moved to expense accounts to be expended.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
460	6	3250-6841-DE	Duke Energy Rebate	12,398.10	16,206.66		28,604.76
460	9	3250-9315-DE	Health & Safety Duke	42,067.85	16,206.66		58,274.51

Total 86,879.27

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

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning & Development Department - Community Development - Housing and Home Improvement - Proposed Budget Amendment

BRIEF SUMMARY:

The proposed budget amendment is to place revenues generated from the Housing and Home Improvement Program into expense line items to allow them to be expended. Staff has received \$160.00 in revenues (donations) through the program. The Housing and Home Improvement program requires that revenues be placed back into the program to expand service.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to adopt the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Robert Anderson, Community Development Manager
Susie Morris, Planning Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- HHI Budget Amendment

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Purpose: Program fees paid need to be moved from the revenue account to the expense account to expend them. The grant requires any program fees received to be put back in the program to expand services.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	3250-6622	Home Improvement Program Fees	150.00	160.00		310.00
001	9	3250-9493-HHI	HHI Operations - HHI	67,266.00	160.00		67,426.00

Total 67,736.00

Budget Officer

Approved
 Denied

County Manager

Approved
 Denied

Board of Commissioners

Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Easement Agreement with Charlotte Water

BRIEF SUMMARY:

Charlotte Water is requesting an easement agreement for an extension into Cabarrus County for service of a private development. The easement is not on county property, however, when other jurisdictions provide services within Cabarrus County, the service must be approved according to North Carolina general statutes.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve the easement agreement and resolution with Charlotte Water.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Kelly Sifford, AICP
Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Easement Agreement



December 2, 2024

Richard Koch, Esq.
P.O. Box 707
Concord, NC 28026
lawoffice@richardkochlaw.com

Re: *Charlotte Water Seeks Approval from the Cabarrus County Board of Commissioners Pursuant to N.C.G.S. 153A-15*

Dear Richard,

Charlotte Water, a department of the City of Charlotte, has interlocal agreements with various Cabarrus County municipalities and the Water & Sewer Authority of Cabarrus County to provide water and sewer service within Cabarrus County and Mecklenburg County. These long-standing engagements can trigger the provisions of North Carolina General Statutes § 153A-15 and require the approval of the Cabarrus County Board of Commissioners for the acquisition of real property by Charlotte Water within Cabarrus County. Two (2) developer-led projects have triggered North Carolina General Statutes § 153A-15 and are explained further below.

First, a developer submitted plans for a project located at 9001 Quay Road, Charlotte, North Carolina 28262 (“Carolina Lilly Project”). Charlotte Water determined that a portion of the pipeline infrastructure for the Carolina Lilly Project will cross into Cabarrus County near Concord Mills on a parcel identified as Cabarrus County Parcel Identification Number 45894450500000. Upon information and belief, the City of Concord did not object to the developer’s proposed plans after the developer’s engineer spoke with the City of Concord staff.

Second, a developer submitted plans for a project located at 11234 Harris Road Huntersville, North Carolina 28078 and 9712 Linksland Drive, Huntersville North Carolina 28078 (“Billings Property Project”). Charlotte Water determined that the Billings Property Project is within Cabarrus County and on property identified as Cabarrus County Parcel Identification Numbers 46703695860000, 46704601530000, and 46704611900000. The Town of Huntersville has approved the Billings Property Project for Charlotte Water service pursuant to a long-standing interlocal agreement.

Please consider this letter as the formal request of Charlotte Water to acquire real property in Cabarrus County pursuant to North Carolina General Statutes § 153A-15. As part of this request, Charlotte Water is providing the following information: (i) a proposed resolution for adoption by the Cabarrus County Board of Commissioners; (ii) a copy of the Charlotte Water approved plans for the Carolina Lilly Project; (iii) a copy of the Charlotte Water approved plans for the Billings Property Project; (iv) approval by the Town of Huntersville, NC for the Billings Property Project.

Sincerely,

Handwritten signature of Thomas E. Powers III in black ink.

Thomas E. Powers III
Senior Assistant City Attorney – Supervisor

cc: Angela Charles, Director, Charlotte Water

RESOLUTION AUTHORIZING THE CITY OF CHARLOTTE TO ACQUIRE REAL PROPERTY THAT IS LOCATED IN CABARRUS COUNTY

WHEREAS, the Town of Huntersville (hereafter “Huntersville”), has entered into an interlocal agreement (hereafter the “Huntersville Agreement”), with the City of Charlotte (hereafter “Charlotte”),

WHEREAS, Charlotte Water, a municipal department of Charlotte, provides a water supply and distribution system and a wastewater collection, treatment, and disposal system (hereinafter “Public Enterprise”) to Huntersville pursuant to the Huntersville Agreement; and,

WHEREAS, the Huntersville Agreement further provides that Charlotte will obtain fee simple title and/or necessary easements for Charlotte Water to provide the Public Enterprise to Huntersville;

WHEREAS, Huntersville believes that the Huntersville Agreement has been in the best interest of its citizens;

WHEREAS, Huntersville has requested that Charlotte provide the Public Enterprise within the portion of Huntersville that extends into Cabarrus County (hereinafter “Cabarrus County Portion”);

WHEREAS, Charlotte is willing to provide and has provided the Public Enterprise within the Cabarrus County Portion;

WHEREAS, development along the Mecklenburg County and Cabarrus County border requires coordination and communication between Charlotte and a Cabarrus County municipality in order to serve the development with water and/or sewer services;

WHEREAS, Charlotte has provided or is willing to provide the Public Enterprise within Cabarrus County to serve a particular development along the Mecklenburg County and Cabarrus County border;

WHEREAS, Charlotte will obtain fee simple title and/or necessary easements for Charlotte Water to provide the Public Enterprise to the particular development along the Mecklenburg County and Cabarrus County border;

WHEREAS, Charlotte is requesting passage of this Resolution by the Cabarrus County Board of Commissioners under the provisions of North Carolina General Statutes § 153A-15.

NOW THEREFORE, BE IT RESOLVED, that the Cabarrus County Board of Commissioners do hereby adopt this Resolution consenting to the acquisition of real property by Charlotte for its Public Enterprise.

RESOLVED FURTHER, that a certified copy of this Resolution be delivered to the City of Charlotte.

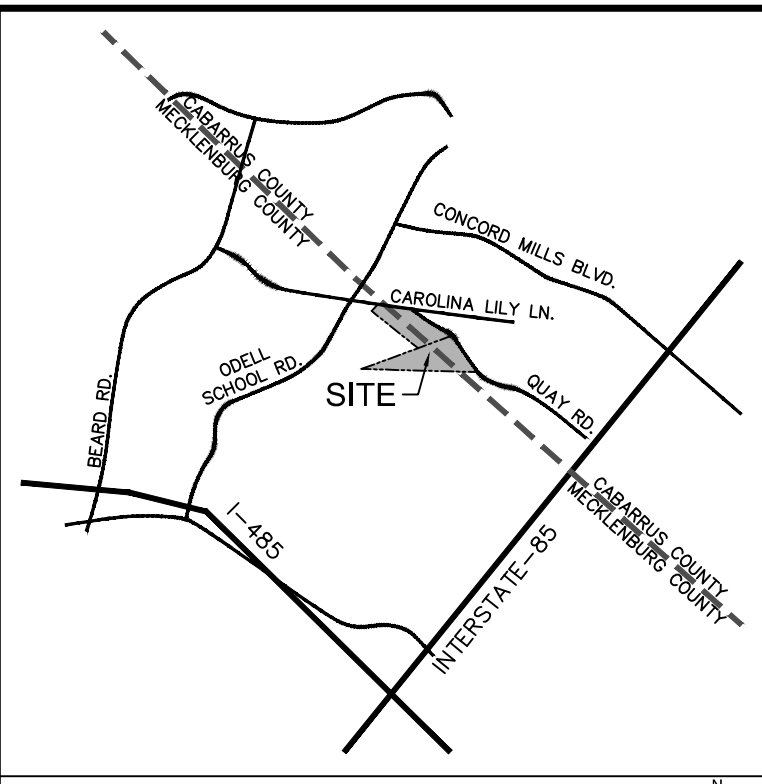
This the _____ day of _____, 2024.

Cabarrus County Board of Commissioners

By: _____

Name: _____, Chairman

DRAFT



VICINITY MAP N.T.S.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1 OF 4	COVER SHEET
2 OF 4	PERMIT, GENERAL NOTES, AND STREET CROSS SECTIONS
3 OF 4	WATER DISTRIBUTION PLAN
4 OF 4	01-PUBLIC SSMH TO EX. SSMH-533958 PORTSMOUTH DR. & LATERALS

CHARLOTTE WATER

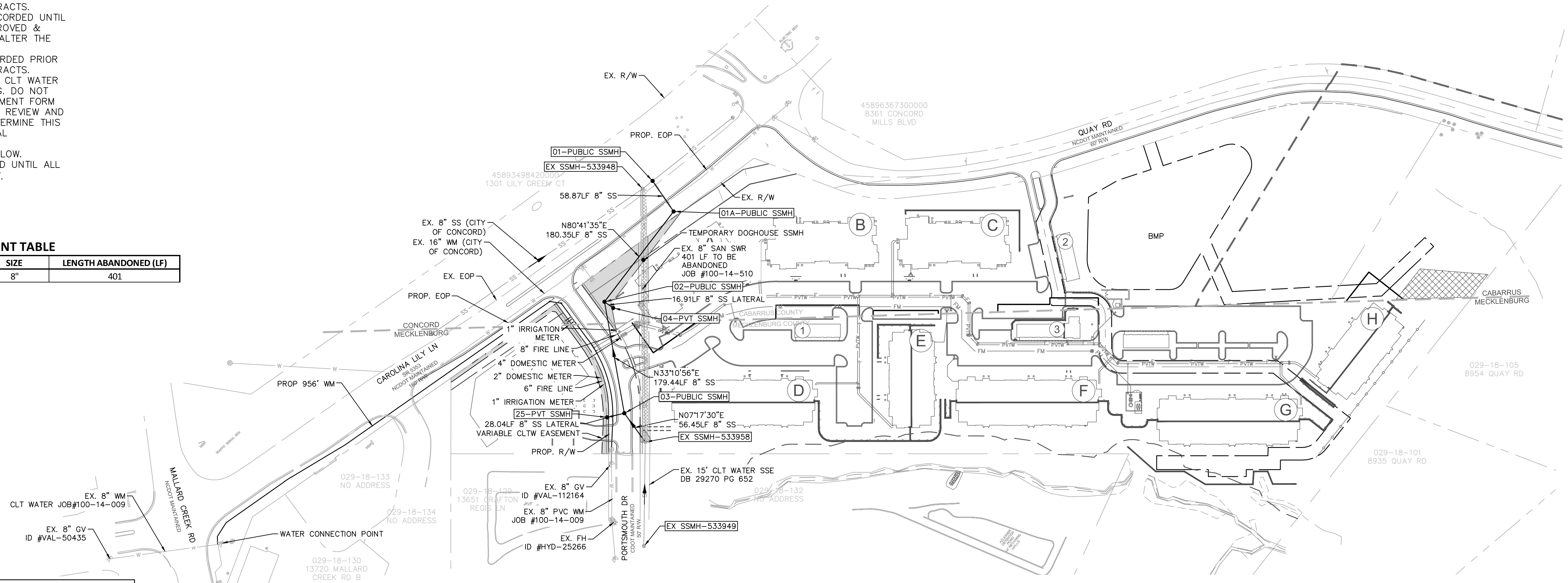
CHARLOTTE, NORTH CAROLINA

WATER EXTENSION & SEWER RELOCATION TO SERVE CAROLINA LILY

- NOTE:**
- ABANDONMENT AGREEMENT MUST BE SUBMITTED TO CLT WATER FOR REVIEW PRIOR TO ISSUING CONSTRUCTION CONTRACTS. ABANDONMENT WILL NOT GET RECORDED UNTIL THE AS-BUILTS HAVE BEEN APPROVED & NOTICE TO FINAL SENT. DO NOT ALTER THE STANDARD CITY EASEMENT FORM.
 - SEWER EASEMENT MUST BE RECORDED PRIOR TO ISSUING CONSTRUCTION CONTRACTS. SUBMIT AGREEMENT AND MAP TO CLT WATER FOR REVIEW PRIOR TO RECORDING. DO NOT ALTER THE STANDARD CITY EASEMENT FORM.
 - THIS PROJECT IS PENDING A CAP REVIEW AND APPROVAL. CAP REVIEW MAY DETERMINE THIS PROJECT WILL REQUIRE ADDITIONAL INFRASTRUCTURE UPGRADES TO ACCOMMODATE THE ADDITIONAL FLOW. PROJECT SHALL NOT BE FINALIZED UNTIL ALL REQUIREMENTS (IF ANY) ARE MET.

PIPE ABANDONMENT TABLE

INFRASTRUCTURE TYPE	MATERIAL	SIZE	LENGTH ABANDONED (LF)
SANITARY SEWER	PVC	8"	401



LEGEND SYMBOLS

ASPHALT (PROFILE)	
BOTTOM OF BANK (TOE)	
BRIDGE	
BUILDING	
CHECK DAM STD. 6.83	
CONCRETE (PROFILE)	
CREEK, DITCH OR BRANCH	
CURB & GUTTER	
EDGE OF ROADWAY	
EXISTING FIRE HYDRANT	
EXIST. WATER OR SAN. SEWER EASEMENT	
EXISTING IRON PIN	
EXISTING WATER VALVE	
EXISTING WATER MAIN	
EXISTING SANITARY SEWER	
EXIST. SAN. SEWER MANHOLE STRUCTURE	
EXISTING GAS MAIN	
EXISTING GAS SERVICE	
FENCE (LABEL TYPE)	
GAS VALVE	
GRAVEL (PROFILE)	
GROUND PROFILE	
GUARD RAIL	
MARSH, POND, WETLAND OR LAKE	
OVERHEAD ELECTRIC	
PIERS	
POWER POLE/GUY WIRE	
PROPERTY LINE	
PROPOSED AIR RELEASE	
PROPOSED FIRE HYDRANT	
PROPOSED WATER MAIN (MARKED EVERY 100')	
PROP. WATER OR SAN. SEWER EASEMENT	
PROP. WATER VALVE	
PROPOSED SANITARY SEWER	
PROP. SAN. SEWER MANHOLE STRUCTURE	
RIP - RAP	
ROAD/STREET R/W	
SEDIMENT FENCE (SILT FENCE) STD. 6.62	
SIDEWALK	
STREET SIGN (LABEL TYPE)	
STORM DRAIN/CATCH BASIN, YARD AND DROP INLET	
TEMPORARY CONSTRUCTION EASEMENT	
TEMPORARY SEDIMENT TRAP STD. 6.60	
TEMPORARY DIVERSION STD. 6.20	
TEMPORARY STREAM CROSSING STD. 6.70	
TOP OF BANK (TOB)	
TOWER LINE	
TREE & BUSH	
UNDERGROUND CABLE	
UNDERGROUND ELECTRIC	
UNDERGROUND TELEPHONE	
RAILROAD	
WATER METER	
BACKWATER VALVE	

DESIGN COMPANY:
 PLANS PREPARED BY: DESIGN RESOURCE GROUP, P.A.
 ADDRESS: 1111 HAWTHORNE LANE, CHARLOTTE, NC 28205
 PHONE: TEL. 704.343.0608
 EMAIL: JOE@DRGRP.COM CONTACT: JOSEPH BOULOS
 DATE DESIGN COMPLETED: 10.26.23

SURVEY COMPANY:
 SURVEYED BY: CPT ENGINEERING & SURVEYING INC.
 ADDRESS: 4400 TYNING ST., HIGH POINT, NC 27265
 PHONE: 336.812.8800
 EMAIL: JEFFC@CPTENGINEERING.COM CONTACT: JEFFERY CAISON
 DATE SURVEY COMPLETED: 03.13.23

DEVELOPER:
 DEVELOPER: FIDUCIARY REAL ESTATE DEVELOPMENT, INC.
 ADDRESS: 789 NORTH WATER STREET, SUITE 200, MILWAUKEE, WI 53202
 EMAIL: TDEROSA@FRED-INC.COM CONTACT: TONY DEROSA PHONE: 414.226.4535

PLAN REVIEWER: JONATHAN PAUL

CONTRACTOR:

INSPECTOR:

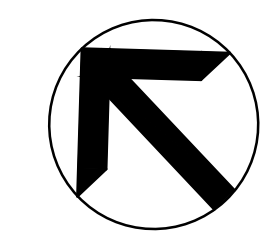
DATE TO SYSTEMS & RECORDS:
 BY:

INSIDE CHARLOTTE: (X) YES () NO
 TOPO NO: 804
 COMPLEX PROJECT: () YES (X) NO
 TAX PARCEL NO: 029-18-107

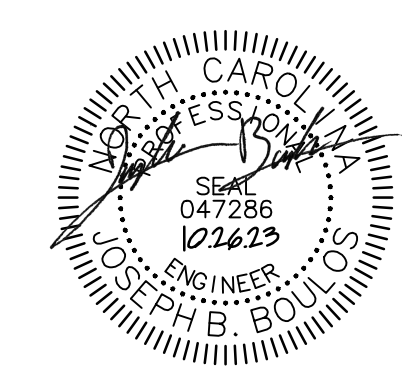
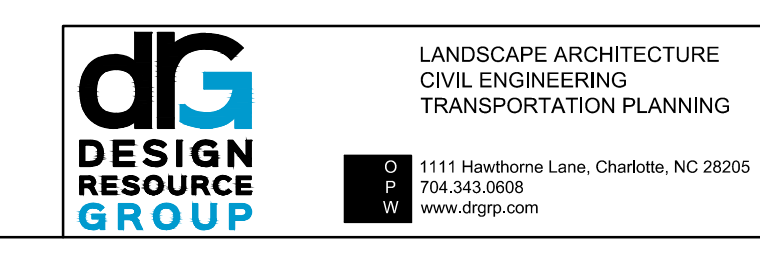


Know what's below.
 Call before you dig.

- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAG MEN, ETC. AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND CHARLOTTE-MECKLENBURG UTILITIES SPECIFICATIONS.
- SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART P, OR AS NOTED.



NORTH
 SCALE: 1" = 100'



APPROVALS (SEALS)

APPROVAL	SEAL
NCRLS (AS BUILT)	NCPE

SUMMARY OF WATER MAINS & FIRE HYDRANTS				SUMMARY OF SEWER MAINS & MANHOLES			
SIZE	LENGTH	SIZE	LENGTH	SIZE	LENGTH	SIZE	LENGTH
8"	956			8"	475		
				8" LATERAL	45		
TOTAL NO. OF FIRE HYDRANTS: 0				TOTAL NO. MANHOLES: 5 PUBLIC & 2 PRIVATE			
TOTAL NO. LOTS SERVED: 242 UNITS (PRIVATE)				TOTAL NO. LOTS SERVED: 242 UNITS (PRIVATE)			
PROJECT NAME: CAROLINA LILY				PROJECT NAME: CAROLINA LILY			
JOB NO: 100-22-086 (W)				JOB NO: 100-22-589 (S)			
DATE OF ACTIVATION:				DATE OF ACTIVATION:			
DATE AS BUILT:				DATE AS BUILT:			
BY:				BY:			

No.	Date	By	Revision

GENERAL NOTES:

- NO PUBLIC WATER OR PUBLIC SANITARY SEWER MAIN CONSTRUCTION MAY TAKE PLACE ON THIS PROJECT UNTIL THE UTILITY CONTRACTOR HAS REQUESTED, AND ATTENDED A PRE-CONSTRUCTION CONFERENCE WITH THE CHARLOTTE WATER CONSTRUCTION INSPECTOR ASSIGNED TO THE PROJECT. ANY WORK PERFORMED PRIOR TO THE PRE-CONSTRUCTION CONFERENCE SHALL NOT BE ACCEPTED BY CHARLOTTE WATER AND SHALL BE REMOVED AND REPLACE WITH NEW MATERIALS.
- APPROVAL FOR BACKFLOW PREVENTION REQUIREMENTS IS NOT PART OF THIS REVIEW. BACKFLOW PREVENTION REVIEW ENTAILS PLAN SUBMITTAL VIA MECKLENBURG COUNTY CODE ENFORCEMENT PERMITTING PROCESS AT THE TIME OF THE APPLICATION FOR THE BUILDING PERMITS. BACKFLOW PROGRAM REQUIREMENTS ARE AVAILABLE AT <http://charlottenc.gov/Water/Pages/BackflowConstructionGuidelines.aspx>. PLEASE CONTACT MARK BULLINS AT 704-435-5800 FOR MORE INFORMATION.
- ANY REVISION TO THE SERVICE CONFIGURATIONS AND/OR METER LOCATIONS WILL REQUIRE A RESUBMITTAL TO BACKFLOW FOR REVIEW.
- CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH CHARLOTTE WATER STANDARDS AND SPECIFICATIONS PER WEBSITE AT WWW.CHARLOTTEWATER.ORG.
- ALL CONTRACTORS WORKING ON CHARLOTTE WATER PROJECTS ARE REQUIRED TO OWN A COPY OF THE DESIGN MANUAL AND SHALL KEEP A COPY ON SITE AT ALL TIMES.
- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING ALL APPROPRIATE PARTIES AND ASSURING THAT UTILITIES ARE LOCATED PRIOR TO COMMENCEMENT OF CONSTRUCTION. CALL NCB11 AT 1-800-632-4949 OR 811 FOR UTILITY LOCATING SERVICES. 72 HOURS PRIOR TO COMMENCEMENT OF ANY WORK, CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- IF THE PROPOSED WATER AND/OR SANITARY SEWER MAIN IS INSTALLED WITHIN 12" IN ANY DIRECTION (VERTICALLY OR HORIZONTALLY) FROM NATURAL GAS MAINS, THE CONTRACTOR SHALL INFORM PIEDMONT NATURAL GAS COMPANY AT (704) 325-5585.
- SANITARY SEWER LATERAL LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO RELOCATION DUE TO FIELD CONDITIONS.
- SANITARY SEWER LATERALS ARE TO BE INSTALLED AT A DEPTH NO GREATER THAN FIVE (5) FEET WHERE PRACTICAL AT THE PROPERTY LINE UNLESS INDICATED ON THE PLANS TO BE INSTALLED AT MINIMUM SLOPE.
- MINIMUM COVER OF 36" FOR WATER MAINS.
- DUCTILE IRON PIPE (RED BRASS FOR 2" WATER PIPE) REQUIRED FOR BOTH WATER & SANITARY SEWER LINES IF THE FOLLOWING CLEARANCES ARE NOT MET:
 *WATER LINE CROSSING UNDER SEWER LINE (FOR ANY CLEARANCE).
 *18" VERTICAL FOR WATER LINE INSTALLED ABOVE SEWER LINE.
 *10" HORIZONTAL SEPARATION FOR WATER LINE PARALLEL TO SEWER LINE (OR 18" VERTICAL SEPARATION IN SEPARATE DITCHES).
 *FOR WATER LINES 12" CLEARANCE WITH STORM DRAINS, GAS MAINS, TELEPHONE DUCTS, AND UNDERGROUND CABLES.
- RECORDED PLATS ARE REQUIRED FOR ACTIVATION OF WATER MAINS, EASEMENTS ARE NOT ACCEPTABLE.
- ALL WATER MAINS AND SERVICES SHALL BE INSTALLED WITH SOLID COPPER 12-GAUGE TRACER WIRE, 30 MILS BLUE HDPE INSULATION, CONDUCTIVITY TEST REQUIRED DURING FINAL INSPECTION. CONTRACTOR SHALL PROVIDE ALL TEST EQUIPMENT.
- ALL SEWER MAINS AND SERVICES SHALL BE INSTALLED WITH SOLID COPPER 12-GAUGE TRACER WIRE, 30 MILS GREEN HDPE INSULATION, CONDUCTIVITY TEST REQUIRED DURING FINAL INSPECTION. CONTRACTOR SHALL PROVIDE ALL TEST EQUIPMENT.
- COMPLETE TRENCH BACKFILL SHALL BE IN PLACE 30 CALENDAR DAYS PRIOR TO SCHEDULING PVC PIPE MANDREL TESTING.
- CURB AND GUTTER SHALL BE CONSTRUCTED PRIOR TO WATER MAIN INSTALLATION.
- SEPARATE PLAN SUBMITTAL REQUIRED TO BACKFLOW PREVENTION FOR REVIEW / APPROVAL PERTAINING TO ANY APPLICABLE BACKFLOW DEVICES.
- WATER MAIN EXTENSIONS WITHOUT SERVICES SHALL INCLUDE AIR RELEASE AT ALL HIGH POINTS IN WATER MAINS OR EVERY 1000 LF.
- EXISTING MANHOLES MAY HAVE TO BE REPAIRED OR REPLACED, DEPENDING ON THE CONDITION, AS DETERMINED BY THE CHARLOTTE WATER INSPECTOR.
- ALL VALVE ASSEMBLIES SHALL BE COMPLETELY OUTSIDE OF ADA HANDICAP RAMPS. FIRE HYDRANTS SHALL BE COMPLETELY OUTSIDE SIDEWALKS AND RAMPS.
- NET 15' WATER MAIN EASEMENT REQUIRED UNLESS APPROVED BY ENGINEER.
- ANY NEW METERS OR IRRIGATION METERS INSTALLED/RELOCATED AFTER THE BACTERIAL AND PRESSURE TEST SHALL REQUIRE ADDITIONAL BACTERIAL TEST. A CLT/WATER INSPECTOR SHALL WITNESS THE TAP UNCOVERED UNDER STATIC CONDITIONS TO VERIFY IF LEAKS ARE PRESENT.
- ALL PROPOSED WATER METERS SHALL NOT BE INSTALLED IN DRIVEWAY OR IN ADA RAMPS.
- PRIVATE MANHOLES SHALL NOT UTILIZE CHARLOTTE WATER FRAMES AND COVERS.

APPLICATION FOR NON-DISCHARGE PERMIT
GRAVITY SEWER MAIN EXTENSION
CHARLOTTE-MECKLENBURG UTILITY DEPARTMENT

PROJECT NAME : CAROLINA LILY BASIN : ROCKY RIVER TRIB.
 CLT. Water PROJECT NO.: 100-22-589
 PROJECT TYPE: NEW CONSTRUCTION RELOCATION MODIFICATION OF PERMIT NO. _____
 OTHER _____
 VOLUME OF WASTEWATER GENERATED BY THIS PROJECT 0 GPD (35,280 TO BE PRIVATELY PERMITTED) GALLONS PER DAY BASED ON 190 GAL/DAY/SINGLE FAMILY HOUSEHOLD _____ HOUSEHOLDS OR
 135/GAL/DAY/MULTI-FAMILY UNIT 242 UNITS OR BASED ON :
97 1-BEDROOM UNITS @ 130 GPUDD = 12,610 GPD
97 2-BEDROOM UNITS @ 130 GPUDD = 12,610 GPD
48 3-BEDROOM UNITS @ 195 GPUDD = 9,360 GPD
70 PEOPLE @ 10 GPD/PERON = 700 GPD TOTAL = 35,280 GPD

WASTEWATER TREATMENT PLANT RECEIVING WASTEWATER :
 McALPINE CR. (NC0024970) IRWIN CR. (NC0024945) McDOWELL CR. (NC0036277)
 SUGAR CR. (NC0024937) MALLARD CR. (NC0030210) ROCKY CR. (NC0036269)

NATURE OF WASTEWATER 100 % DOMESTIC _____ % INDUSTRIAL
 _____ % COMMERCIAL _____ % OTHER _____

ORIGIN OF WASTEWATER SUBDIVISION COMMERCIAL
 SCHOOL INDUSTRIAL
 APARTMENTS/CONDO'S OTHER _____

LIST ANY PARAMETER AND ITS CONCENTRATION THAT WILL BE GREATER THAN NORMAL DOMESTIC LEVELS:

 N/A

IF WASTEWATER IS NON-DOMESTIC, DESCRIBE LEVEL OF PRETREATMENT:

 N/A

IF A PRETREATMENT PERMIT IS REQUIRED, HAS ONE BEEN ISSUED? YES NO N/A

HAS ENGINEER DETERMINED THAT DOWNSTREAM SEWER ARE CAPABLE TO HANDLE THIS FLOW? YES NO
 PERMIT NO. FOR SEWERS IMMEDIATELY DOWNSTREAM 314-561
 PIPE DIAMETER OF SEWERS IMMEDIATELY DOWNSTREAM 8"

HAS ENGINEER DETERMINED THAT N C DEM AND CLT. Water DESIGN MINIMUM STANDARDS ARE MET BY THIS PROJECT? YES NO

COMPLETE NAME AND ADDRESS OF ENGINEERING DESIGN FIRM :
DESIGN RESOURCE GROUP, PA
2459 WILKINSON BOULEVARD, SUITE 200
CHARLOTTE, NORTH CAROLINA 28208

TELEPHONE : (704) 343-0608 FAX : _____

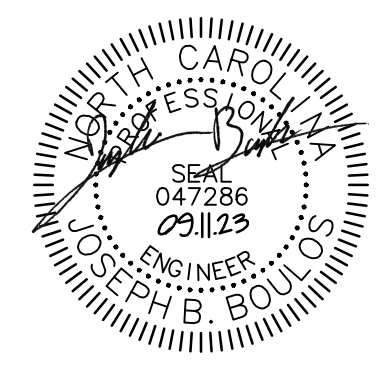
PROFESSIONAL ENGINEER'S CERTIFICATION :
Joseph B. Boulos, PE, ATTEST THAT THIS APPLICATION FOR CAROLINA LILY

BEST OF MY KNOWLEDGE, I FURTHER ATTEST THAT TO THE BEST OF MY KNOWLEDGE THE PROPOSED DESIGN HAS BEEN PREPARED IN ACCORDANCE WITH THE APPLICABLE REGULATIONS. ALTHOUGH CERTAIN PORTIONS OF THIS SUBMITTAL PACKAGE MAY HAVE BEEN DEVELOPED BY OTHER PROFESSIONALS, INCLUSION OF THESE MATERIALS UNDER MY SIGNATURE AND SEAL SIGNIFIES THAT I HAVE REVIEWED THIS MATERIAL AND HAVE JUDGED IT TO BE CONSISTENT WITH THE PROPOSED DESIGN.

NORTH CAROLINA PROFESSIONAL ENGINEER'S SEAL, SIGNATURE, AND DATE :

CLT. Water PERMIT NO. _____ ISSUED _____
 PLANT FLOW ALLOCATION RECORDED BY : _____
 PERMIT APPROVED BY : Keri B. Cantrell
 KERI B. CANTRELL PHD., P.E., CHIEF ENGINEER

DESIGN COMPANY: DESIGN RESOURCE GROUP, PA



APPLICATION FOR PERMIT FOR WATER MAIN EXTENSION

PROJECT NAME : CAROLINA LILY

CLT. Water PROJECT NO. : 100-22-086

PROJECT DESCRIPTION : 956 LF OF 8" WM AND MISC. APPURTANCES

DESIGNED BY : FIRM : DESIGN RESOURCE GROUP, PA

ENGINEER : JOSEPH B BOULOS, PE

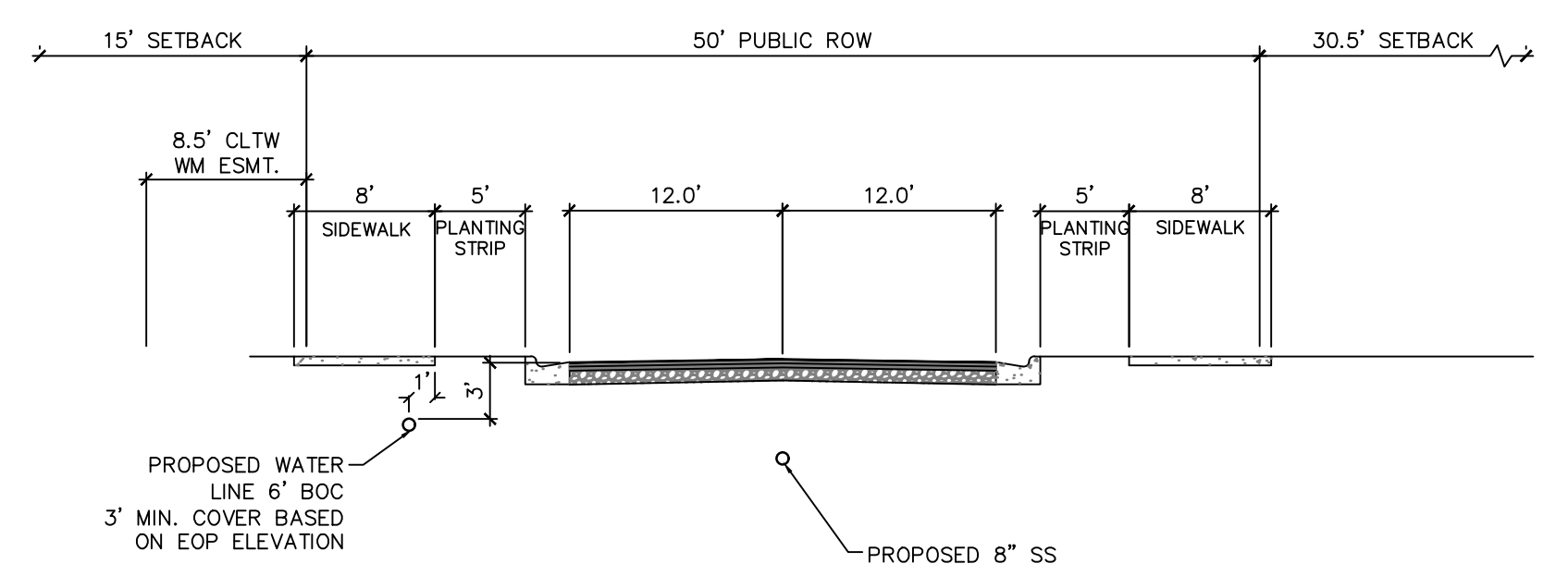
ADDRESS : 1111 HAWTHORNE LANE
CHARLOTTE, NORTH CAROLINA 28205

PHONE : (704) 343-0608 FAX : _____

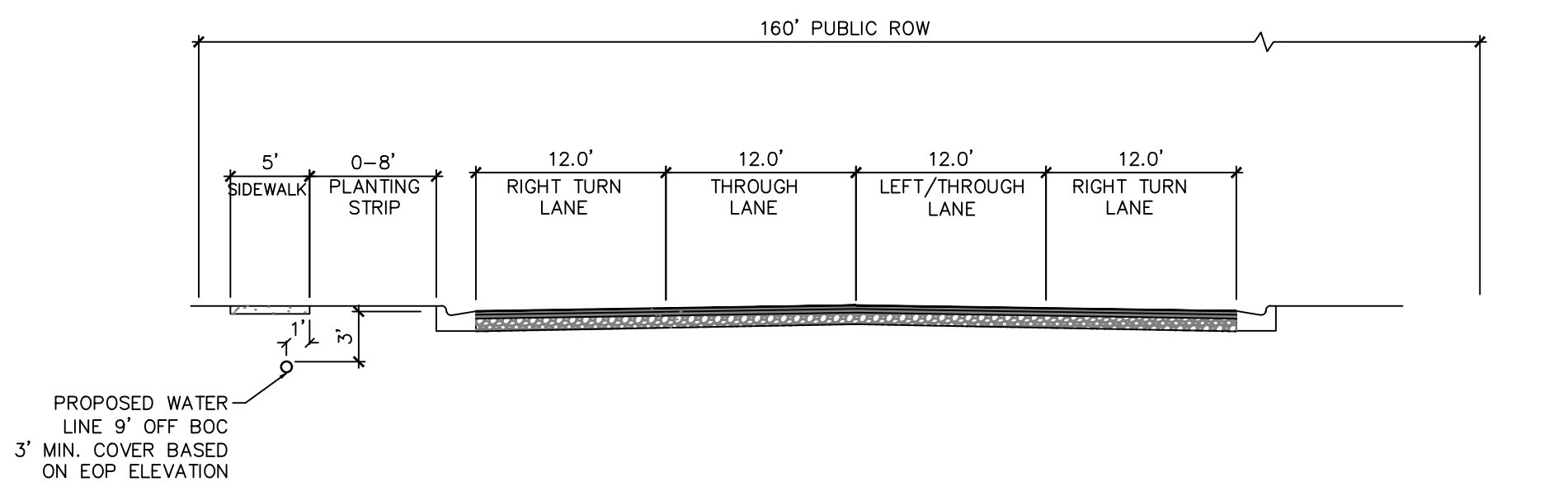
THIS APPLICATION IS MADE UNDER AND IN FULL ACCORD WITH THE PROVISIONS OF CHAPTER 130A-317 OF THE NORTH CAROLINA GENERAL STATUTES, AND SUCH OTHER STATUTES AS RELATED TO PUBLIC WATER SYSTEMS. CLT. Water HAS BEEN GRANTED AUTHORITY TO ISSUE PERMITS FOR EXTENSION OF WATER MAINS PURSUANT TO 15A NCAC 18C.1801. THE APPLICANT AGREES THAT NO SIGNIFICANT CHANGE OR DEVIATION FROM THE PLANS AND SPECIFICATIONS APPROVED BY CLT. Water WILL BE MADE WITHOUT THE WRITTEN CONSENT AND APPROVAL OF CLT. Water OR ITS AUTHORIZED REPRESENTATIVE. A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF NORTH CAROLINA SHALL SUBMIT A STATEMENT REFLECTING THAT ADEQUATE OBSERVATIONS DURING AND UPON COMPLETION OF CONSTRUCTION INDICATES THAT CONSTRUCTION WAS COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.

PERMIT NO. : _____
 APPROVED : Keri B. Cantrell DATE : _____

KERI B. CANTRELL PHD., P.E., CHIEF ENGINEER
 CLT. WATER
 5100 BROOKSHIRE BOULEVARD
 CHARLOTTE, NORTH CAROLINA 28216



PORTSMOUTH STREET
TYPICAL STREET SECTION



CAROLINA LILY LN
TYPICAL STREET SECTION

CITY OF CHARLOTTE STREET REQUIREMENTS:

RIGHT-OF-WAY PERMITTING PROCESS

THE CONTRACTOR/DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WITHIN CITY OF CHARLOTTE-MAINTAINED STREET RIGHTS-OF-WAY (R/W), PRIOR TO CONSTRUCTION. A CONTRACTOR'S EMPLOYEE SHALL HOLD A VALID EXCAVATION CERTIFICATION FROM CDOT'S STREET MAINTENANCE DIVISION (SMD) AND SHALL BE ON SITE DURING WORK IN THE STREET'S PAVEMENT, INCLUDING SIDEWALK AND DRIVEWAYS. CONTACT SMD AT 704-336-3200 TO ENROLL IN THE NEXT CERTIFICATION CLASS.

THE PERMIT SHALL BE OBTAINED @ [HTTPS://CHARLOTTENC.GOV/TRANSPORTATION/PERMITS/PAGES/UTILITIES.ASPX](https://charlottenc.gov/transportation/permits/pages/utilities.aspx)

BY CITY ORDINANCE, ALL WORK IN THE R/W SHALL BE PERFORMED ACCORDING TO THE WORK AREA TRAFFIC CONTROL HANDBOOK (WATCH), AND HAVE A VALID PERMIT.

PROVIDE COPY OF PERMIT TO CLT/WATER CONSTRUCTION SUPERVISOR PRIOR TO SCHEDULING WORK.

Water Demand Calculation Results			
Meter	Demand Type	Demand Flow (gpm)	Corresponding Meter (CLT Water Meter Chart)
Meter -1 (East)	Domestic	231.1	4-Inch Compound (Class II)
Meter - 2 (West)	Domestic	25	2-Inch Positive Displacement

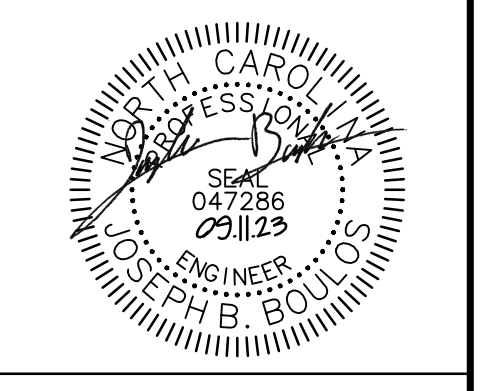


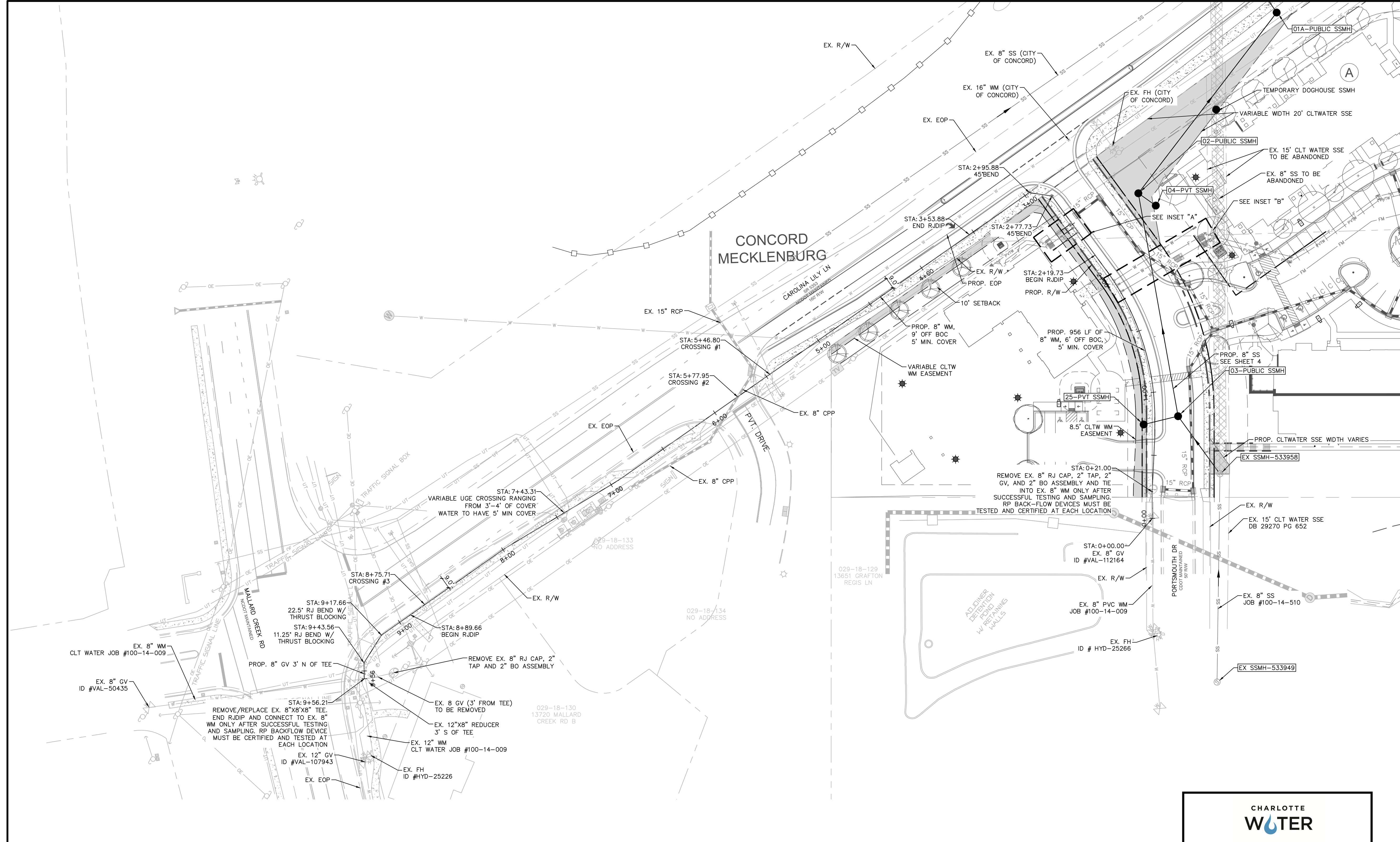
No.	Date	By	Revision



CHARLOTTE WATER
CHARLOTTE, NORTH CAROLINA

100-22-086 (W) 100-22-589 (S) Job No.	File No.	Scales	
PLAN	_____	_____	
PROFILE	_____	_____	
Hor.	_____	_____	
Vert.	_____	_____	
As Built	_____	_____	
Date	_____	_____	
Surveyed By	KAH	KAH	JBB
Designed By	KAH	Drawn By	Project-Engr
Approved By	_____	_____	_____
Date	09/11/23	Sheet	Of
		2	4





PROJECT DATA

TYPE OF FITTING	Horizontal Bend
ANGLE OF BEND	45°
DIAMETER OF BEND (IN)	8
LAYING CONDITION	Type 2
SOIL DESIGNATION	S&1
DEPTH OF COVER (FT)	3
DESIGN PRESSURE (PSI)	200
SAFETY FACTOR	2.0

REQUIRED RESTRAINED LENGTH FOR EACH SIDE OF THE BEND

UNIT FRICTIONAL FORCE (L) (LB/FT)	118
UNIT BEARING RESISTANCE (R) (PSF)	132
BASE (L) (FT)	58.0
POLYWRAPPED (L) (FT)	71.8

PROJECT DATA

TYPE OF FITTING	Horizontal Bend
ANGLE OF BEND	22.5°
DIAMETER OF BEND (IN)	8
LAYING CONDITION	Type 2
SOIL DESIGNATION	S&1
DEPTH OF COVER (FT)	3
DESIGN PRESSURE (PSI)	200
SAFETY FACTOR	2.0

REQUIRED RESTRAINED LENGTH FOR EACH SIDE OF THE BEND

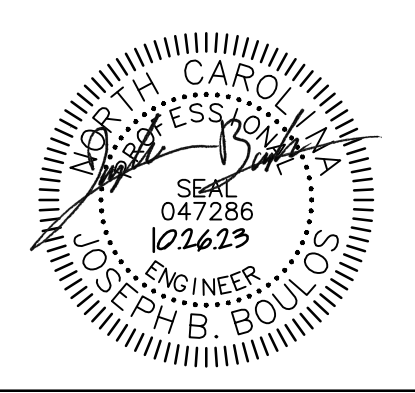
UNIT FRICTIONAL FORCE (L) (LB/FT)	118
UNIT BEARING RESISTANCE (R) (PSF)	132
BASE (L) (FT)	27.8
POLYWRAPPED (L) (FT)	34.5

CROSSINGS TABLE

1	EX. GRADE ELEV. = 702.55 EX. GAS BOT ELEV. = 700.19 PROP. WATER TOP ELEV. = 697.55 VERTICAL SEPARATION = 2.64FT
2	EX. GRADE ELEV. = 702.53 EX. STORM BOT ELEV. = 699.14 PROP. WATER TOP ELEV. = 697.53 VERTICAL SEPARATION = 1.61FT
3	EX. GRADE ELEV. = 709.10 EX. GAS BOT ELEV. = 707.08 EX. FO BOT ELEV. = 706.36 PROP. WATER TOP ELEV. = 704.10 VERTICAL SEPARATION = 2.20FT

CHARLOTTE WATER APPROVED

Chris Saunders 11/02/2023 Date



drg DESIGN RESOURCE GROUP

LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
TRANSPORTATION PLANNING

1111 Hawthorne Lane, Charlotte, NC 28205
704.343.0608
www.drggroup.com

APPROVALS (SEALS)

NCRLS (AS BUILT)	NCPE (AS BUILT)		
No.	Date	By	Revision

CHARLOTTE WATER
CHARLOTTE, NORTH CAROLINA

WATER EXTENSION & SEWER RELOCATION TO CAROLINA LILY

WATER DISTRIBUTION PLAN

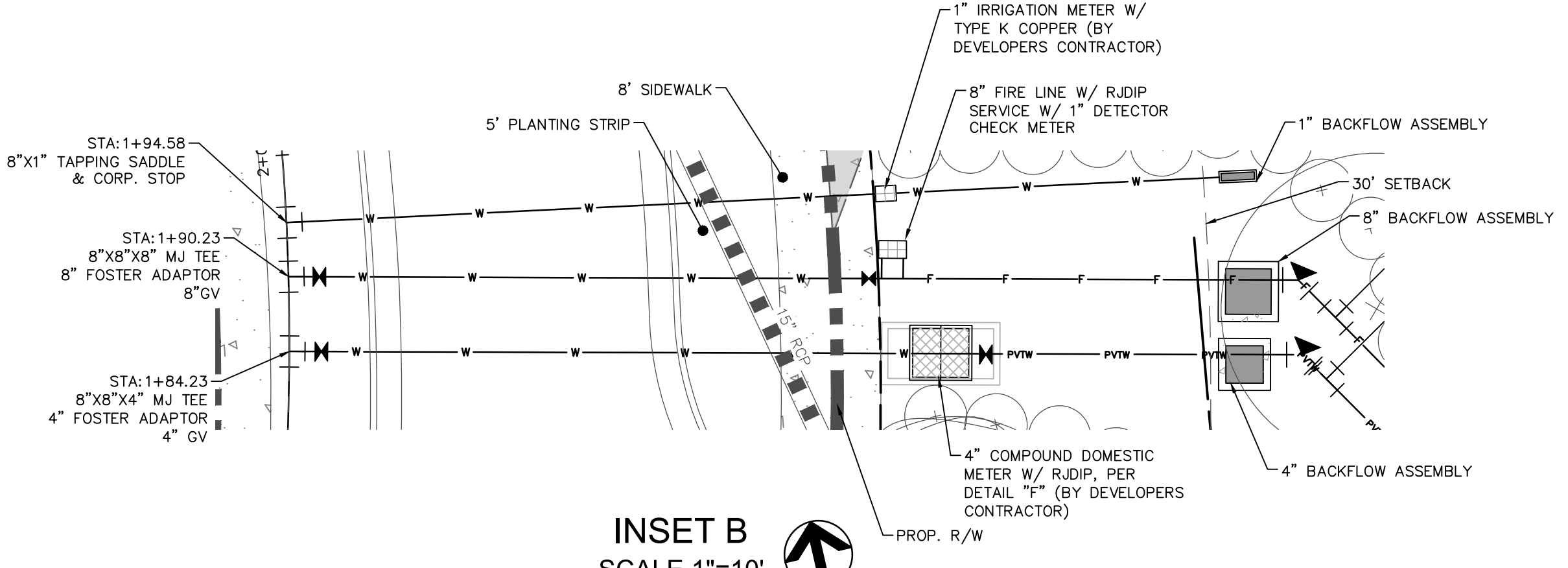
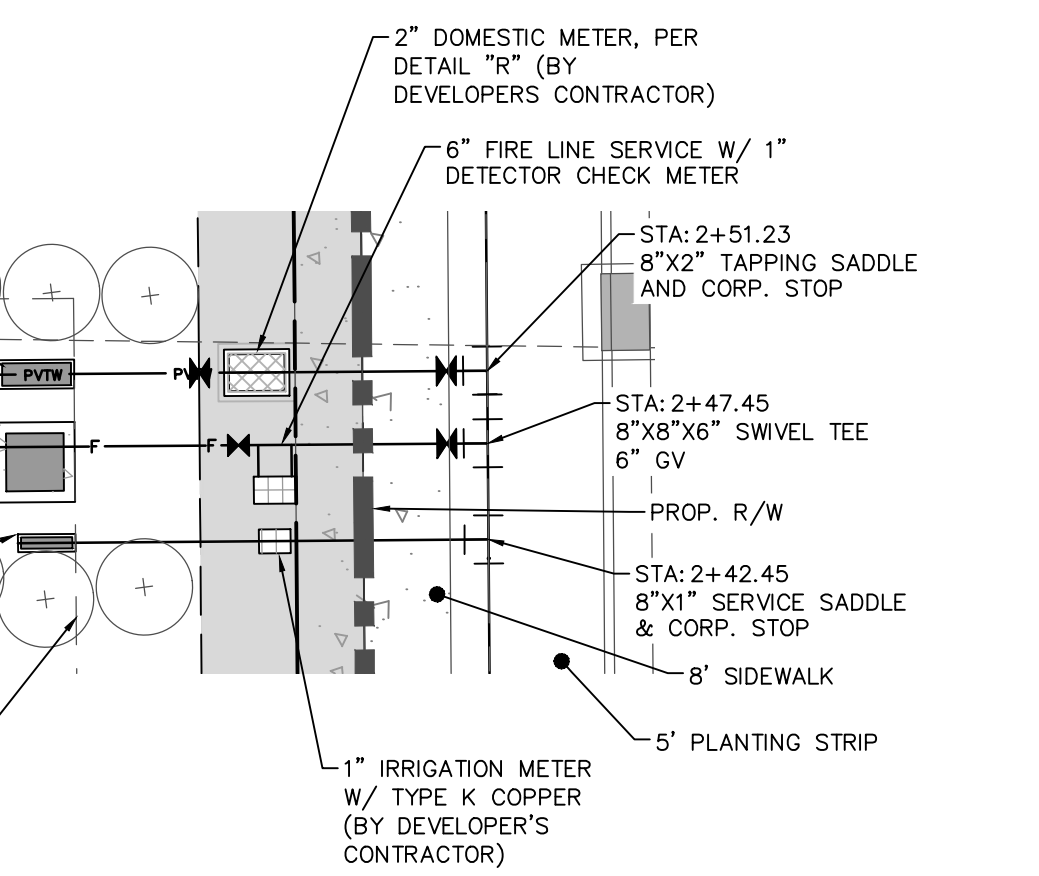
100-22-086 (W)
100-22-589 (S)
Job No. _____ File No. _____

Scales
PLAN 1" = 40'
PROFILE Hor. _____
Vert. _____

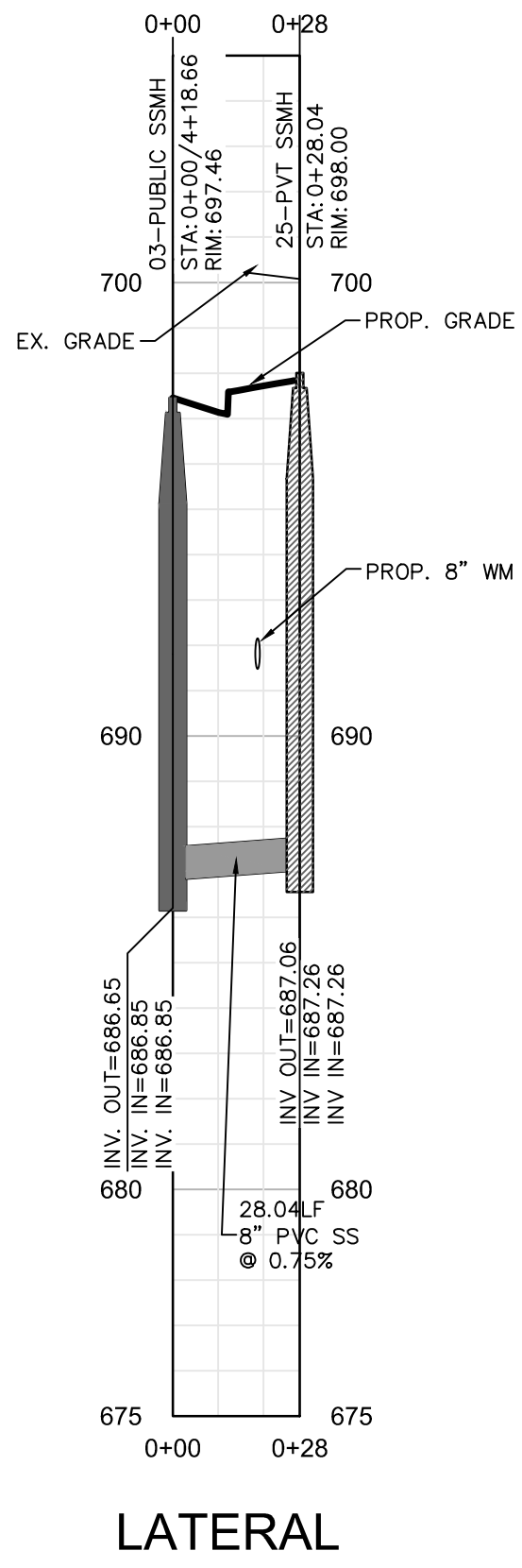
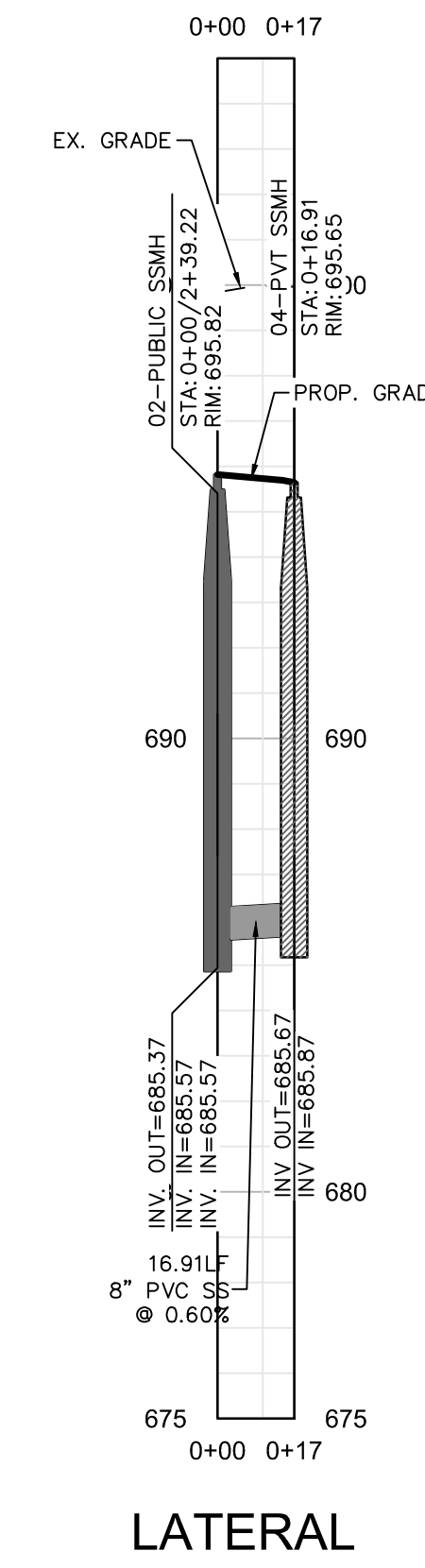
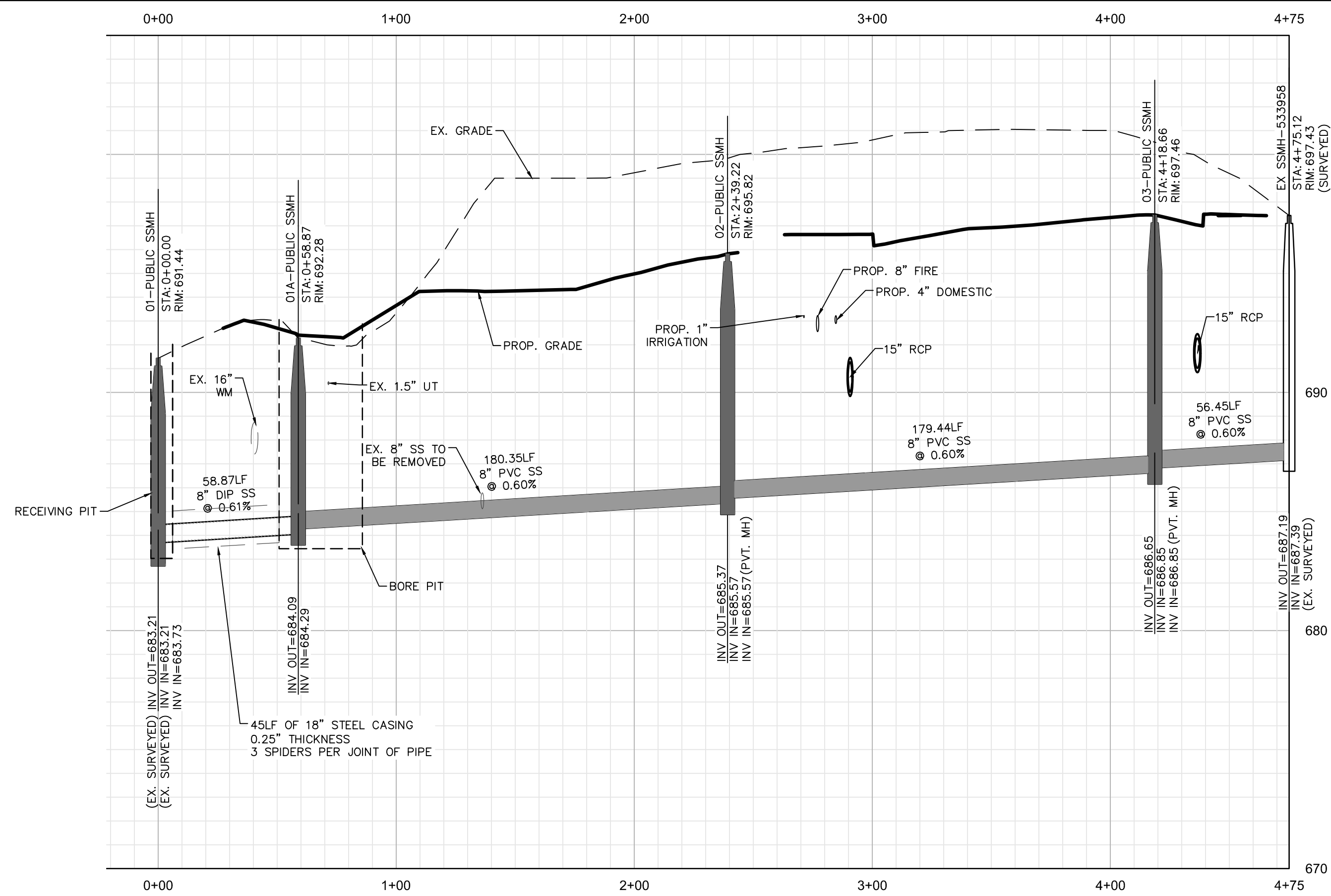
As Built _____ Date _____

Surveyed By _____ Designed By _____ Drawn By _____ Project-Engr _____ Approved By _____ Date 02/23

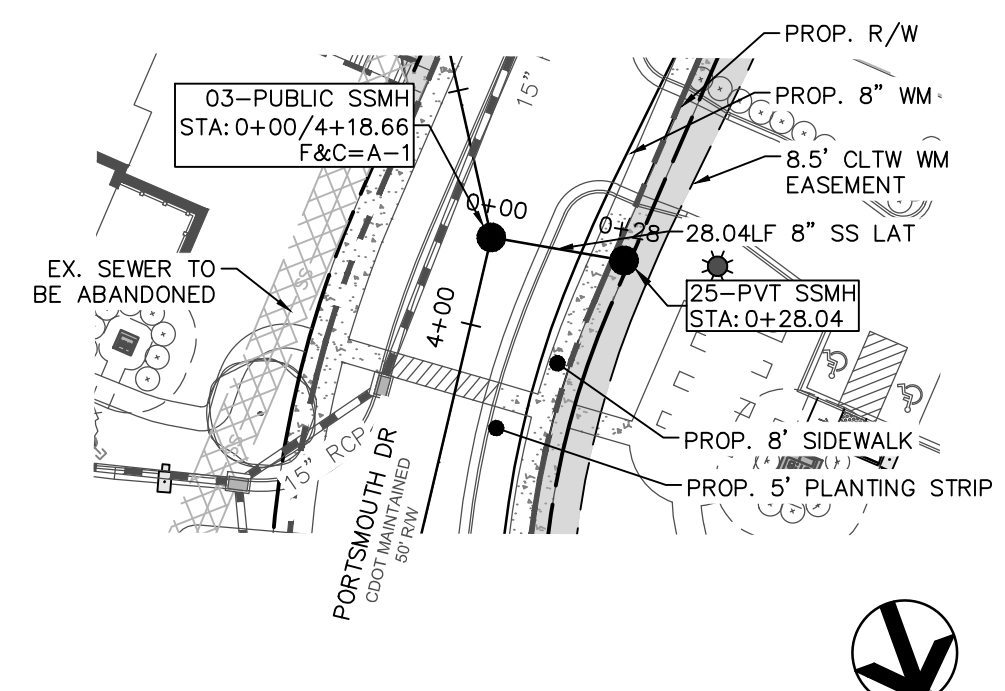
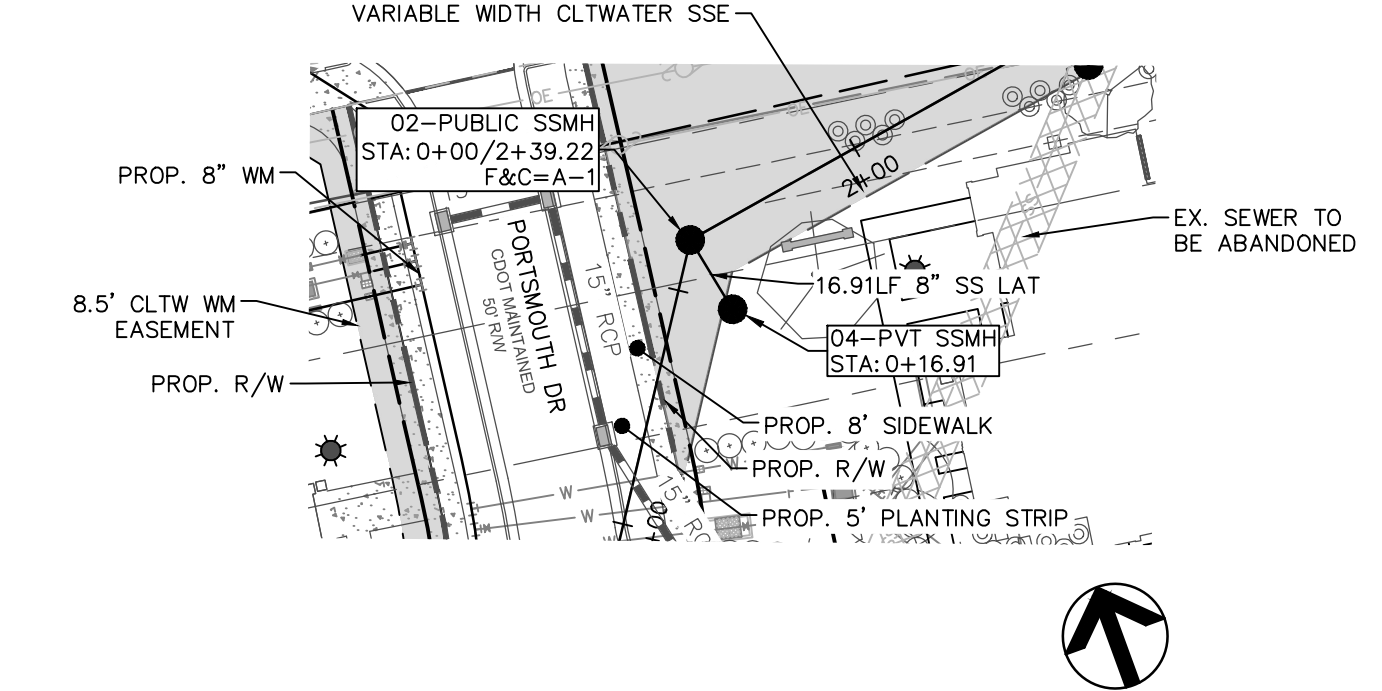
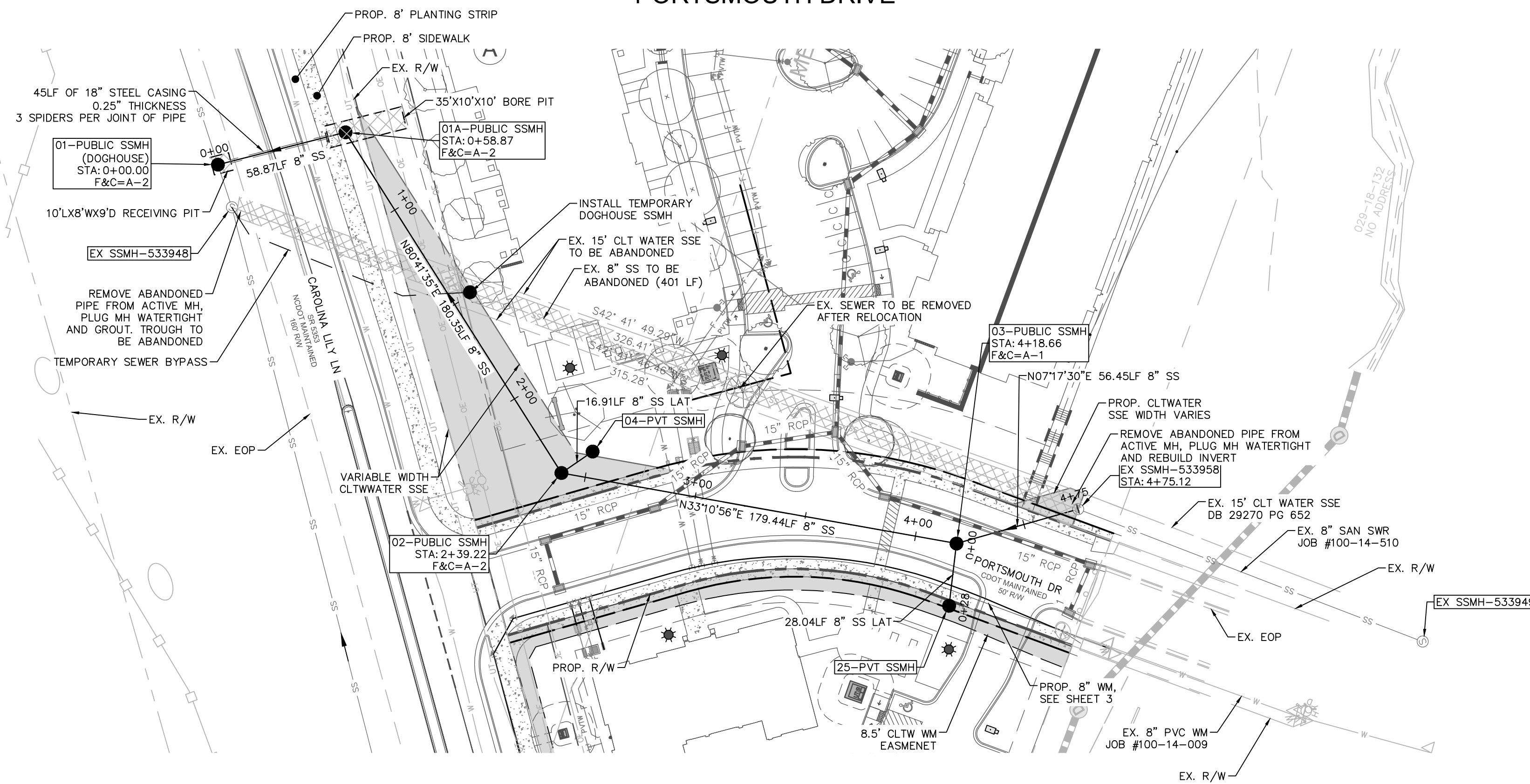
Sheet 3 Of 4



NOTE: TAPPING SLEEVES, TEES AND BENDS TO USE THRUST BLOCKING UNLESS NOTED OTHERWISE



01-PUBLIC SSMH TO EX. SSMH-533958
PORTSMOUTH DRIVE



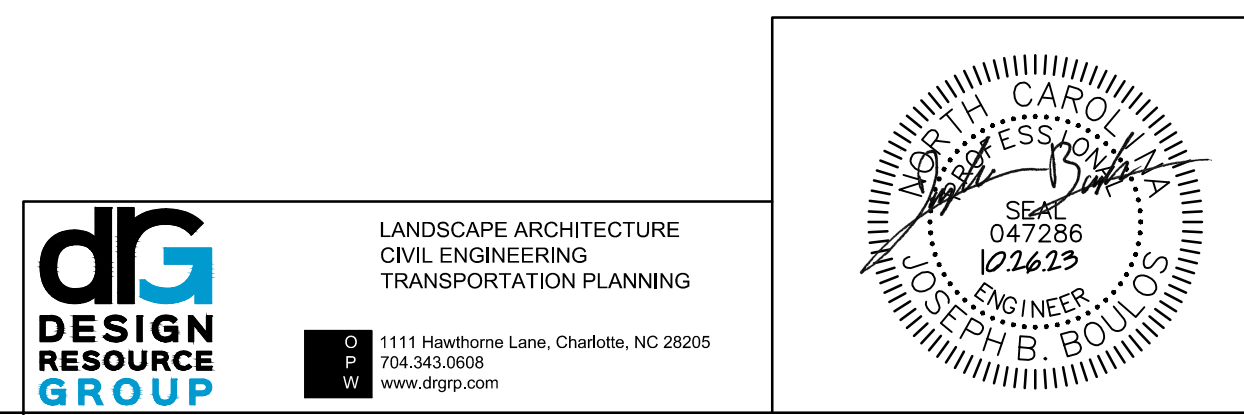
- CONSTRUCTION SEQUENCE:**
WORK BEGINS AT STA 0+00 AND ENDS AT STA 4+75
1. INSTALL ALL PROPOSED SEWER PIPES AND MANHOLES FROM STA 0+00 TO STA 0+59 AND 2+39 TO 4+75.
 2. CORE EXISTING MANHOLE (ID-533958, STA 4+75) AND INSTALL PROPOSED 8" SEWER PIPE, PLUG PLUG PROPOSED 8" PIPE TO PREVENT SEWER BACKFLOW FROM EXISTING PIPE.
 3. INSTALL TEMPORARY DOGHOUSE MANHOLE ON EXISTING SEWER LINE AND SEWER BYPASS.
 4. INSTALL SEWER PIPE FROM 0+59 TO 2+39 (01A-PUBLIC SSMH TO 02-PUBLIC SSMH)
 5. PERFORM ALL APPLICABLE TEST ON SEWER LINES AND MANHOLES
 6. SUBMIT RECORD DRAWINGS TO CLT WATER FOR REVIEW.
 7. UPON APPROVAL OF RECORD DRAWINGS, COMPLETE THE FOLLOWING:
 8. REMOVE PLUG FROM PROPOSED PIPE CONNECTED TO EXISTING MANHOLE (ID-533958, STA 4+75) AND COMPLETE INVERT CONSTRUCTION.
 9. ABANDON AND REMOVE EXISTING PIPE FROM EXISTING MANHOLE (ID-533948), REPAIR SSMH AND REBUILD INVERT.
 10. ABANDON AND REMOVE EXISTING PIPE FROM EXISTING MANHOLE (ID-533958, STA 4+75), REPAIR SSMH AND REBUILD INVERT.
 11. COMPLETE REMAINING ABANDONMENT OF MAINS AND TEMPORARY MANHOLE.

- NOTES FOR SANITARY SEWER RELOCATION PROCESS:**
1. CONTRACTOR SHALL COORDINATE WITH CHARLOTTE WATER FOR PROCEDURES AND TESTING OF RELOCATING EXISTING SANITARY SEWER LINE. EXISTING SEWER LINE MUST REMAIN ACTIVE DURING RELOCATION PROCESS. PROPOSED SEWER TIE-INS CANNOT BE COMPLETED UNTIL ALL AS-BUILTS AND EASEMENT AGREEMENTS HAVE BEEN APPROVED BY CHARLOTTE WATER. ABANDONED SEWER LINE TO BE ABANDONED AFTER RELOCATION HAS BEEN COMPLETED AND APPROVED BY CHARLOTTE WATER.
 2. CONTRACTOR MUST SUBMIT FOR CHARLOTTE WATER APPROVAL, A METHOD TO MAINTAIN SEWER FLOW AT ALL TIMES. IF BY-PASS PUMPING IS USED, STANDBY PUMPS OF EQUAL SIZE MUST BE ON THE SITE AT ALL TIMES. BYPASS AND STANDBY PUMPS WILL BE TESTED FOR 4 HOURS EACH PRIOR TO BEGINNING REPLACEMENT WORK.
 3. EXISTING SYSTEM TO BE ABANDONED PER CHARLOTTE WATER SPECS XV-U.
 4. CONTRACTOR SHALL MAINTAIN SEWER SERVICE TO EXISTING CUSTOMERS AT ALL TIMES.



APPROVALS (SEALS)

NCRLS (AS BUILT)		NCPE (AS BUILT)	
No.	Date	By	Revision



CHARLOTTE WATER
CHARLOTTE, NORTH CAROLINA

WATER EXTENSION & SEWER RELOCATION TO CAROLINA LILY

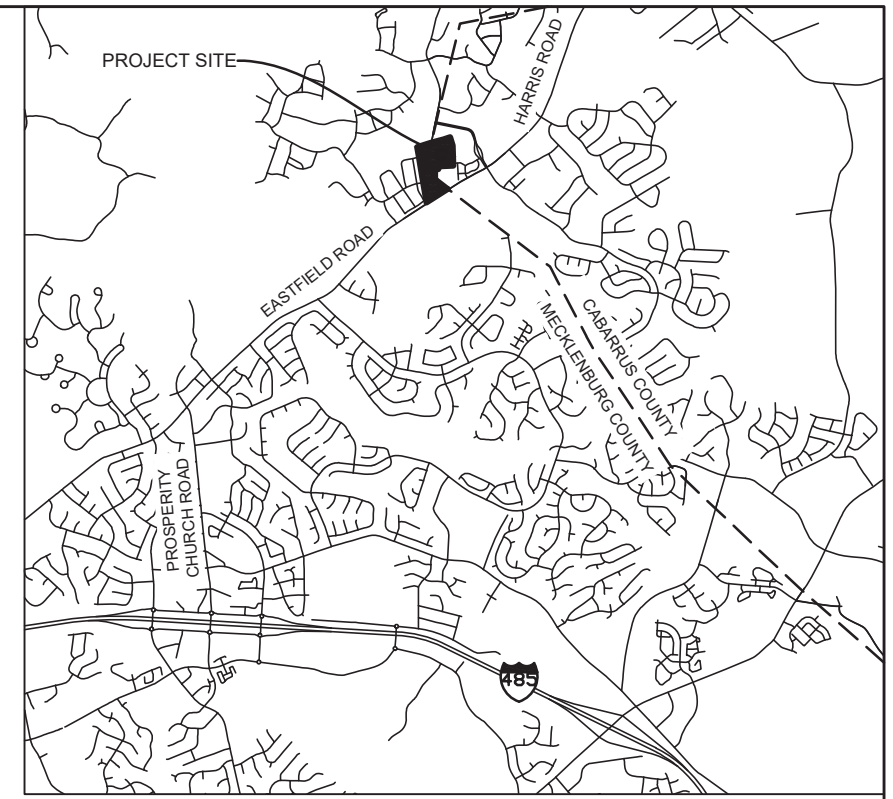
01-PUBLIC SSMH TO EX. SSMH-533958
PORTSMOUTH DR. & LATERALS

As Built	Date	Designed By	Drawn By	Project-Engr	Approved By	Date	Sheet	Of
		KAH	KAH	JBB		02/23	4	4

CHARLOTTE WATER

CHARLOTTE, NORTH CAROLINA

SANITARY SEWERAGE COLLECTION SYSTEM & WATER DISTRIBUTION SYSTEM TO SERVE BILLINGS PROPERTY



LOCATION MAP
SCALE: NOT TO SCALE

INDEX OF SHEETS

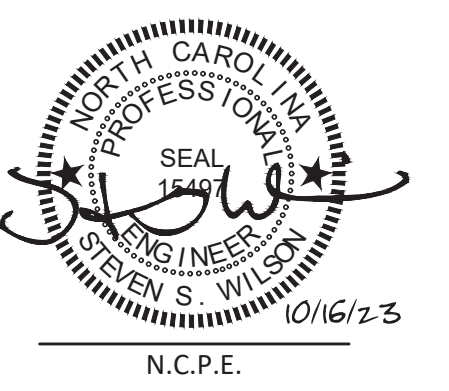
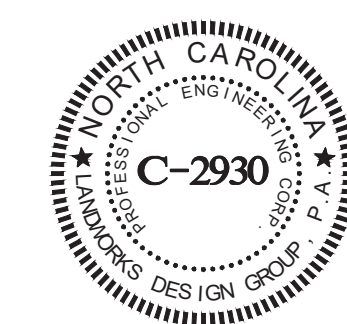
SHEET NO. 1	COVER SHEET
SHEET NO. 2	PERMIT SHEET, GENERAL NOTES & STREET CROSS SECTIONS
SHEET NO. 3	WATER DISTRIBUTION PLAN
SHEET NO. 4	WATER TAP TO LINKSLAND DRIVE PLAN & PROFILE
SHEET NO. 5	SEWER PLAN & PROFILE - TRUNK & SKY VISTA DRIVE
SHEET NO. 6	SEWER PLAN & PROFILE - BILLINGS FARM ROAD
SHEET NO. 7	SEWER PLAN & PROFILE - TRUNK & SKYSCAPE DRIVE
SHEET NO. 8	SEWER PLAN & PROFILE - BILLINGS FARM ROAD

FROM MH	TO MH	LENGTH	BEARING
EX MH-287583	1	117.42'	N69° 42' 19"E
1	2	154.34'	N87° 30' 16"E
EX MH-530873	9	14.53'	N2° 28' 02"W
9	10	229.77'	N57° 13' 10"E

NOTE:

THIS PROJECT IS IN THE WSACC BASIN AND DOES NOT HAVE AN APPROVED CAPACITY RESERVATION. THIS PLAN REVIEW DOES NOT GUARANTEE THE REQUESTED SEWER CAPACITY TO SERVE THE PROJECT. CHARLOTTE WATER WILL NOT RELEASE ANY PLANS FOR EXECUTION OF CONTRACTS OR CONSTRUCTION PRIOR TO AN OFFICIAL RESERVATION OF CAPACITY.

Note:
Water Easement must be recorded prior to issuing construction contracts. Submit agreement and Exhibit map to CLT Water for review prior to recording. Do Not Alter the standard City Easement Form.



APPROVAL SEAL

Chris Saunders
Date: 03/11/2024

SUMMARY OF WATER MAINS & FIRE HYDRANTS

SIZE	LENGTH	SIZE	LENGTH
2"	410LF±		
8"	2576LF±		

TOTAL NO. OF FIRE HYDRANTS: 2

SUMMARY OF SEWER MAINS & MANHOLES

SIZE	LENGTH	SIZE	LENGTH
8"	2643±		

TOTAL NO. OF MANHOLES: 15

TOTAL NO. LOTS SERVED: 47

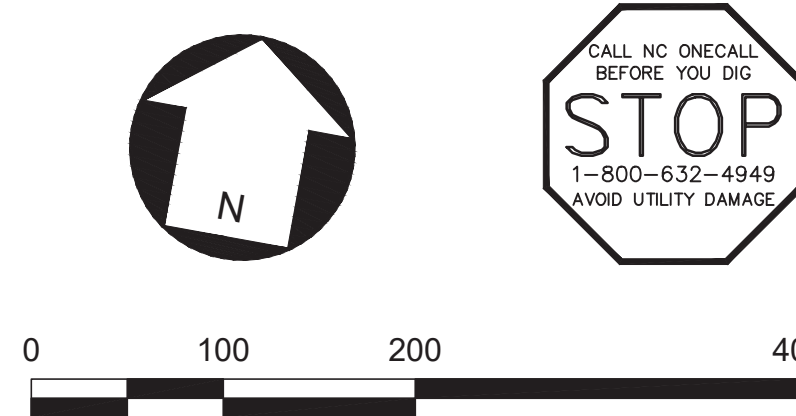
PROJECT NAME: BILLINGS PROPERTY

DATE: 10/16/2023

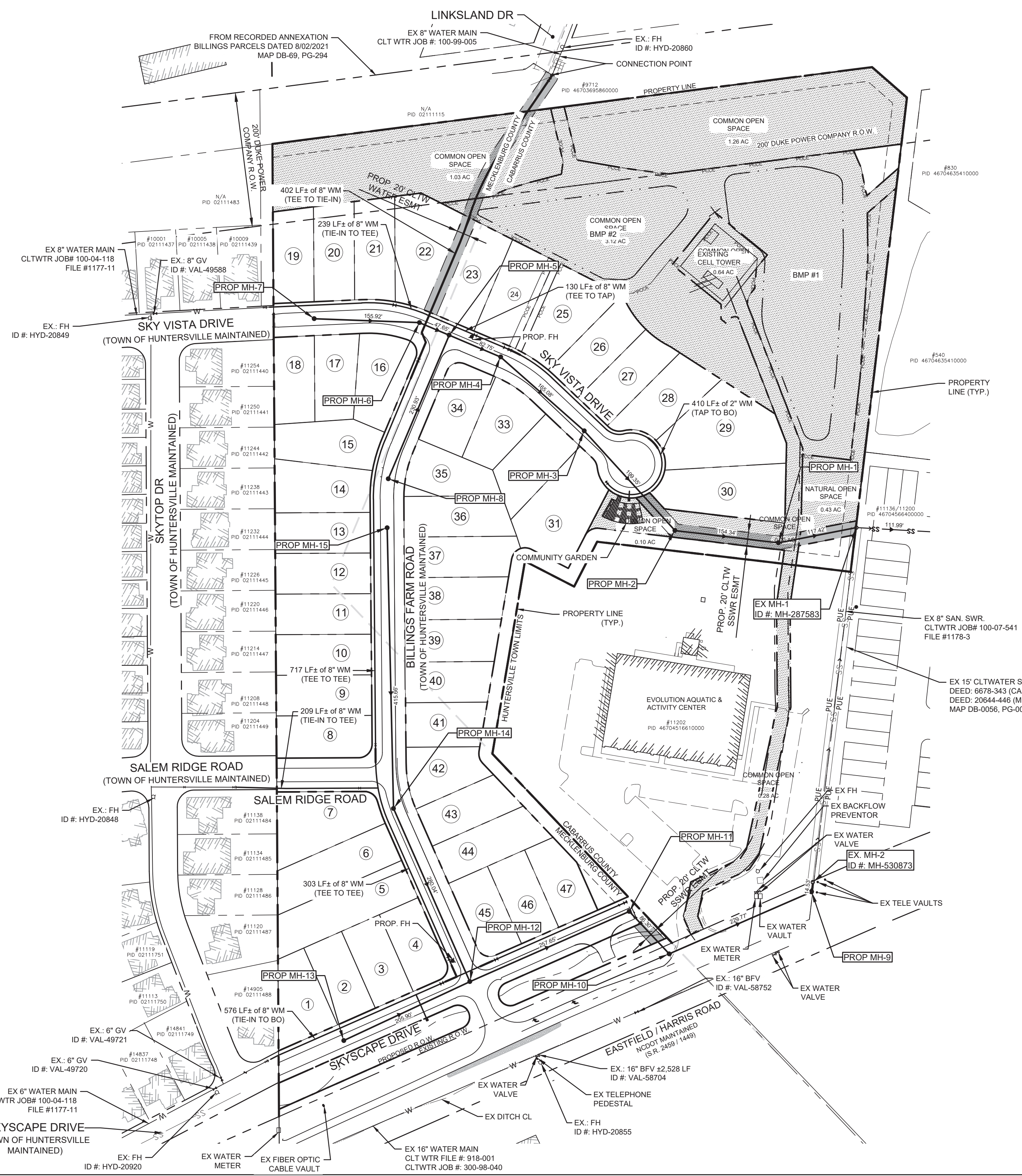
SCALE: 1"=100'

JOB NO: 100-22-596 (S) 100-22-093 (W)

DATE OF ACTIVATION: BY:



CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHARLOTTE WATER STANDARD SPECIFICATIONS.



LEGEND

SYMBOLS	SYMBOLS
ASPHALT (PROFILE)	[Symbol]
BOTTOM OF BANK (TOE)	[Symbol]
BRIDGE	[Symbol]
BUILDING	[Symbol]
CHECK DAM STD. 6.83	[Symbol]
CONCRETE (PROFILE)	[Symbol]
CREEK, DITCH OR BRANCH	[Symbol]
CURB & GUTTER	[Symbol]
EDGE OF ROADWAY	[Symbol]
EXISTING FIRE HYDRANT	[Symbol]
EXIST. WATER OR SAN. SEWER EASEMENT	[Symbol]
EXISTING IRON PIN	[Symbol]
EXISTING WATER VALVE	[Symbol]
EXISTING WATER MAIN	[Symbol]
EXISTING SANITARY SEWER	[Symbol]
EXIST. SAN. SEWER MANHOLE STRUCTURE	[Symbol]
EXISTING GAS MAIN	[Symbol]
EXISTING GAS SERVICE	[Symbol]
FENCE (LABEL TYPE)	[Symbol]
GAS VALVE	[Symbol]
GRAVEL (PROFILE)	[Symbol]
GROUND PROFILE	[Symbol]
GUARD RAIL	[Symbol]
MARSH, POND, WETLAND OR LAKE	[Symbol]
OVERHEAD ELECTRIC	[Symbol]
PIERS	[Symbol]
POWER POLE/GUY WIRE	[Symbol]
PROPERTY LINE	[Symbol]
PROPOSED AIR RELEASE	[Symbol]
PROPOSED FIRE HYDRANT	[Symbol]
PROPOSED WATER MAIN (MARKED EVERY 100')	[Symbol]
PROP. WATER OR SAN. SEWER EASEMENT	[Symbol]
PROP. WATER OR SAN. SEWER TAP	[Symbol]
PROP. WATER VALVE	[Symbol]
PROPOSED SANITARY SEWER	[Symbol]
PROP. SAN. SEWER MANHOLE STRUCTURE	[Symbol]
RIP - RAP	[Symbol]
ROAD/STREET R/W	[Symbol]
SEDIMENT FENCE (SILT FENCE) STD. 6.62	[Symbol]
SIDEWALK	[Symbol]
STREET SIGN (LABEL TYPE)	[Symbol]
STORM DRAIN/CATCH BASIN, YARD AND DROP INLET	[Symbol]
TEMPORARY CONSTRUCTION EASEMENT	[Symbol]
TEMPORARY SEDIMENT TRAP STD. 6.60	[Symbol]
TEMPORARY DIVERSION STD. 6.20	[Symbol]
TEMPORARY STREAM CROSSING STD. 6.70	[Symbol]
TOP OF BANK (TOB)	[Symbol]
TOWER LINE	[Symbol]
TREE & BUSH	[Symbol]
UNDERGROUND CABLE	[Symbol]
UNDERGROUND ELECTRIC	[Symbol]
UNDERGROUND TELEPHONE	[Symbol]
RAILROAD	[Symbol]
WATER METER	[Symbol]

MUNICIPALITY: TOWN OF HUNTERSVILLE
NCDOT ENCROACHMENT NO.:
DESIGN COMPANY: LANDWORKS DESIGN GROUP, P.A.
 PLANS PREPARED BY: STEVE S. WILSON, PE
 ADDRESS: 1230 W MOREHEAD ST, SUITE 304
 CHARLOTTE, NC 28208
 PHONE: (704) 841-1604 EMAIL: swilson@landworkspa.com
 DATE DESIGN COMPLETED: 10-16-2023
SURVEY COMPANY: YARBROUGH - WILLIAMS & HOULE, INC.
 SURVEYED BY: BRANDON L. ARNOLD
 ADDRESS: 730 WINDSOR OAK COURT CHARLOTTE, NC 28273
 PHONE: (704) 556-1990 EMAIL: brandona@y-wh.com
 DATE SURVEY COMPLETED: 3-2-2021
DEVELOPER: SKYBROOK SOUTH, LLC
 ADDRESS: 6719-C FAIRVIEW ROAD, CHARLOTTE, NC 28210
 PHONE: (704) 365-1208 CONTACT: BRIAN PACE
 EMAIL: bpace@pacedevelop.com
CONTRACTOR:
PLAN REVIEWER: JONATHAN PAUL
TAX PARCEL NO: 02111116 (MECKLENBURG COUNTY) & 46703589660000 (CABARRUS COUNTY)
INSPECTOR:
 INSIDE CHARLOTTE: () YES (X) NO: HUNTERSVILLE
 TOPO NO: 1044, 1177 & 1178

PROJECT NAME BILLINGS PROPERTY

PROJECT NAME: BILLINGS PROPERTY

CHARLOTTE WATER PROJECT NO.: 100-22-596 S BASIN: ROCKY RIVER

CHARLOTTE WATER PROJECT NO.: 100-22-093 W

PROJECT TYPE: NEW CONSTRUCTION RELOCATION MODIFICATION OF PERMIT NO. _____
OTHER _____

PROJECT DESCRIPTION: CONSISTS OF 410± LF OF 2", 2576± LF OF 8" WATER MAIN,
2 FIRE HYDRANTS AND RELATED APPURTENANCES.

VOLUME OF WASTEWATER GENERATED BY THIS PROJECT: 10,660 GALLONS PER DAY BASED
ON 190 GAL/DAY/SINGLE FAMILY HOUSEHOLD X HOUSEHOLDS OR
65 GAL/DAY/BR X [(23 UNITS X 4 BR/UNITS)+(24 UNITS X 3 BR/UNITS)]
135 GAL/DAY/MULTI-FAMILY UNIT X _____ UNITS OR IS BASED ON :

DESIGNED BY: FIRM: LANDWORKS DESIGN GROUP, P.A.

ENGINEER: STEVEN S. WILSON

ADDRESS: 1230 WEST MOREHEAD STREET, SUITE 304
CHARLOTTE, N.C. 28208

PHONE: (704) 841-1604

WASTEWATER TREATMENT PLANT RECEIVING WASTEWATER:
 McALPINE CR. (NC0024970) IRWIN CR. (NC0024945) McDOWELL CR. (NC0036277)
 SUGAR CR. (NC0024937) MALLARD CR. (NC0030210) ROCKY RIVER (NC0036269)

NATURE OF WASTEWATER 100 % DOMESTIC _____ % INDUSTRIAL
_____ % COMMERCIAL _____ % OTHER

ORIGIN OF WASTEWATER SUBDIVISION COMMERCIAL
 SCHOOL INDUSTRIAL
 APARTMENTS/CONDO'S OTHER

LIST ANY PARAMETER AND ITS CONCENTRATION THAT WILL BE GREATER THAN NORMAL DOMESTIC LEVELS:
NONE

PERMIT NO. _____
APPROVED: Keri B Cantrell DATE _____

KERI B. CANTRELL, PhD, P.E., CHIEF ENGINEER
CHARLOTTE WATER
5100 BROOKSHIRE BLVD.
CHARLOTTE, NORTH CAROLINA 28216

IF WASTEWATER IS NON-DOMESTIC, DESCRIBE LEVEL OF PRETREATMENT:
N/A

IF A PRETREATMENT PERMIT IS REQUIRED, HAS ONE BEEN ISSUED? YES NO N/A

HAS ENGINEER DETERMINED THAT DOWNSTREAM SEWERS ARE CAPABLE TO HANDLE THIS FLOW? YES NO
PERMIT NO. FOR SEWERS IMMEDIATELY DOWNSTREAM 407-664
PIPE DIAMETER OF SEWERS IMMEDIATELY DOWNSTREAM 8"

HAS ENGINEER DETERMINED THAT NC DEM AND CHARLOTTE WATER MINIMUM DESIGN STANDARDS ARE MET BY THIS PROJECT? YES NO

COMPLETE NAME AND ADDRESS OF ENGINEERING DESIGN FIRM:
LANDWORKS DESIGN GROUP, P.A.
1230 WEST MOREHEAD STREET, SUITE 304
CHARLOTTE, NC 28208
TELEPHONE 704 - 841 - 1604

PROFESSIONAL ENGINEER'S CERTIFICATION:
I, STEVEN S. WILSON, ATTEST THAT THIS APPLICATION FOR
BILLINGS PROPERTY HAS BEEN REVIEWED BY ME AND IS ACCURATE AND COMPLETE TO THE
BEST OF MY KNOWLEDGE. I FURTHER ATTEST THAT TO THE BEST OF MY KNOWLEDGE THE PROPOSED DESIGN HAS BEEN
PREPARED IN ACCORDANCE WITH THE APPLICABLE REGULATIONS. ALTHOUGH CERTAIN PORTIONS OF THIS SUBMITTAL
PACKAGE MAY HAVE BEEN DEVELOPED BY OTHER PROFESSIONALS, INCLUSION OF THESE MATERIALS UNDER MY
SIGNATURE AND SEAL SIGNIFIES THAT I HAVE REVIEWED THIS MATERIAL AND HAVE JUDGED IT TO BE CONSISTENT WITH
THE PROPOSED DESIGN.

NORTH CAROLINA PROFESSIONAL ENGINEER'S SEAL, SIGNATURE, AND DATE:

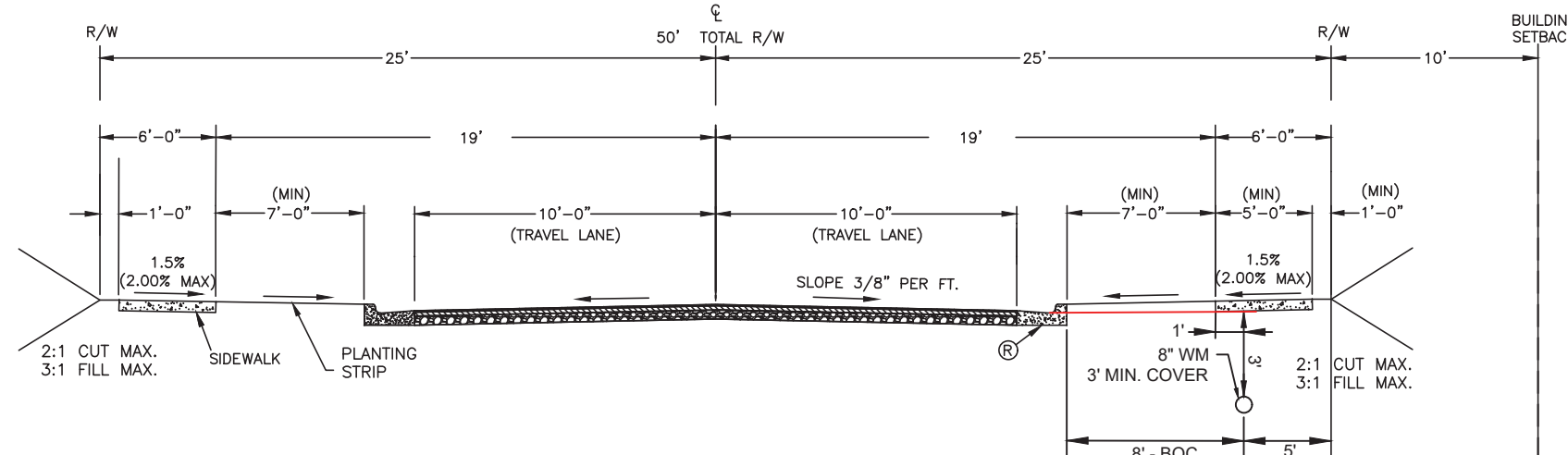


CLT Water PERMIT NO. _____ ISSUED _____

PLANT FLOW ALLOCATION RECORDED BY: _____

PERMIT APPROVED BY: Keri B Cantrell
KERI B. CANTRELL, PhD, P.E., CHIEF ENGINEER

THIS APPLICATION IS MADE UNDER AND IN FULL ACCORD WITH THE PROVISIONS OF CHAPTER 130A-317 OF THE NORTH CAROLINA GENERAL STATUTES, AND SUCH OTHER STATUTES AS RELATED TO PUBLIC WATER SYSTEMS. CHARLOTTE WATER HAS BEEN GRANTED AUTHORITY TO ISSUE PERMITS FOR EXTENSION OF WATER MAINS PURSUANT TO 15A NCAC 18C.1801. THE APPLICANT AGREES THAT NO SIGNIFICANT CHANGE OR DEVIATION FROM THE PLANS AND SPECIFICATIONS APPROVED BY CHARLOTTE WATER WILL BE MADE WITHOUT THE WRITTEN CONSENT AND APPROVAL OF CHARLOTTE WATER OR ITS AUTHORIZED REPRESENTATIVE. A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF NORTH CAROLINA SHALL SUBMIT A STATEMENT REFLECTING THAT ADEQUATE OBSERVATIONS DURING AND UPON COMPLETION OF CONSTRUCTION INDICATES THAT CONSTRUCTION WAS COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.



LOCAL RESIDENTIAL STREET SECTION

BILLINGS FARM ROAD
SKY VISTA DRIVE
SKYSCAPE DRIVE
SALEM RIDGE ROAD

NOTES:

- NO PUBLIC WATER OR PUBLIC SANITARY SEWER MAIN CONSTRUCTION MAY TAKE PLACE ON THIS PROJECT UNTIL THE UTILITY CONTRACTOR HAS REQUESTED, SCHEDULED AND ATTENDED A PRE-CONSTRUCTION CONFERENCE WITH THE CHARLOTTE WATER CONSTRUCTION INSPECTOR ASSIGNED TO THE PROJECT. ANY WORK PERFORMED PRIOR TO THE PRE-CONSTRUCTION CONFERENCE SHALL NOT BE ACCEPTED BY CHARLOTTE WATER AND SHALL BE REMOVED AND REPLACED WITH NEW MATERIALS.
- APPROVAL FOR BACKFLOW PREVENTION REQUIREMENTS IS NOT PART OF THIS REVIEW. BACKFLOW PREVENTION REVIEW ENTAILS PLAN SUBMITTAL VIA MECKLENBURG COUNTY'S CODE ENFORCEMENT PERMITTING PROCESS AT THE TIME OF APPLICATION FOR BUILDING PERMITS. BACKFLOW PROGRAM REQUIREMENTS ARE AVAILABLE AT <http://charlottenc.gov/Water/Pages/BackflowConstructionGuidelines.aspx>. PLEASE CONTACT MARK BULLINS AT 704-432-5800 FOR MORE INFORMATION.
- ANY REVISION TO THE SERVICE CONFIGURATIONS AND/OR METER LOCATIONS WILL REQUIRE A RESUBMITTAL TO BACKFLOW FOR REVIEW.
- CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH CHARLOTTE WATER STANDARDS AND SPECIFICATIONS PER WEBSITE AT WWW.CHARLOTTEWATER.ORG.
- ALL CONTRACTORS WORKING ON CHARLOTTE WATER PROJECTS ARE REQUIRED TO OWN A COPY OF THE DESIGN MANUAL AND SHALL KEEP A COPY ON THE JOB SITE AT ALL TIMES.
- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING ALL APPROPRIATE PARTIES AND ASSURING THAT UTILITIES ARE LOCATED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CALL NC811 AT 1-800-632-4949 OR 811 FOR UTILITY LOCATING SERVICES 72 HOURS PRIOR TO COMMENCEMENT OF ANY WORK. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- IF THE PROPOSED WATER AND/OR SANITARY SEWER MAIN IS INSTALLED WITHIN 12" IN ANY DIRECTION (VERTICALLY OR HORIZONTALLY) FROM NATURAL GAS MAINS, THE CONTRACTOR SHALL INFORM PIEDMONT NATURAL GAS COMPANY AT (704) 525-5585 AND INFORM THEM.
- SANITARY SEWER LATERAL LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO RELOCATION DUE TO FIELD CONDITIONS.
- SANITARY SEWER LATERALS ARE TO BE INSTALLED AT A DEPTH NO GREATER THAN FIVE (5) FEET WHERE PRACTICAL AT THE PROPERTY LINE UNLESS INDICATED ON THE PLANS TO BE INSTALLED AT "MINIMUM SLOPE".
- MINIMUM COVER OF 36" FOR WATER MAINS.
- DUCTILE IRON PIPE (RED BRASS FOR 2" WATER PIPE) REQUIRED FOR BOTH WATER AND SANITARY SEWER LINES IF THE FOLLOWING CLEARANCES ARE NOT MET:
 - WATER LINE CROSSING UNDER SEWER LINE (FOR ANY CLEARANCE)
 - 18" VERTICAL FOR-OR WATER LINE INSTALLED ABOVE SEWER LINE.
 - 10" HORIZONTAL SEPARATION FOR WATER LINE PARALLEL TO SEWER LINE (OR 18" VERTICAL SEPARATION IN SEPARATE DITCHES).
 - FOR WATER LINES 12" CLEARANCE WITH STORM DRAINS, GAS MAINS, TELEPHONE DUCTS, AND UNDERGROUND CABLES.
- RECORDED PLATS ARE REQUIRED FOR ACTIVATION OF WATER MAINS. EASEMENTS ARE NOT ACCEPTABLE.
- ALL WATER MAINS AND SERVICES SHALL BE INSTALLED WITH SOLID COPPER 12-GAUGE TRACER WIRE, 30 MILS BLUE HDPE INSULATION. CONDUCTIVITY TEST REQUIRED DURING FINAL INSPECTION. CONTRACTOR SHOULD PROVIDE ALL TEST EQUIPMENT.
- ALL SEWER MAINS AND SERVICES SHALL BE INSTALLED WITH SOLID COPPER 12-GAUGE TRACER WIRE, 30 MILS GREEN HDPE INSULATION. CONDUCTIVITY TEST REQUIRED DURING FINAL INSPECTION. CONTRACTOR SHALL PROVIDE ALL TEST EQUIPMENT.
- COMPLETE TRENCH BACKFILL SHALL BE IN PLACE 30 CALENDAR DAYS PRIOR TO SCHEDULING PVC PIPE MANDREL TESTING.
- CURB AND GUTTER SHALL BE CONSTRUCTED PRIOR TO WATER MAIN INSTALLATION.
- SEPARATE PLAN SUBMITTAL REQUIRED TO BACKFLOW PREVENTION FOR REVIEW / APPROVAL PERTAINING TO ANY APPLICABLE BACKFLOW DEVICES.
- WATER MAIN EXTENSIONS WITHOUT SERVICES SHALL INCLUDE AIR RELEASE AT ALL HIGH POINTS IN WATER MAINS OR EVERY 1000LF.
- EXISTING MANHOLES MAY HAVE TO BE REPAIRED OR REPLACED, DEPENDING ON THE CONDITION, AS DETERMINED BY THE CHARLOTTE WATER INSPECTOR.
- ALL VALVE ASSEMBLIES SHALL BE COMPLETELY OUTSIDE OF ADA HANDICAP RAMPS. FIRE HYDRANTS SHALL BE COMPLETELY OUTSIDE SIDEWALKS AND RAMPS.
- NET 15' WATER MAIN EASEMENT REQUIRED UNLESS APPROVED BY ENGINEER.
- ANY NEW METERS OR IRRIGATION METERS INSTALLED/RELOCATED AFTER THE BACTERIAL AND PRESSURE TEST SHALL REQUIRE AN ADDITIONAL BACTERIAL TEST. A CLT WATER INSPECTOR SHALL WITNESS THE TAP UNCOVERED UNDER STATIC CONDITIONS TO VERIFY IF LEAKS ARE PRESENT.
- ALL PROPOSED WATER METERS SHALL NOT BE INSTALLED IN DRIVEWAYS OR IN ADA RAMPS.
- CLT WATER MANHOLE COVERS ARE NOT PERMITTED ON PRIVATE MANHOLES.

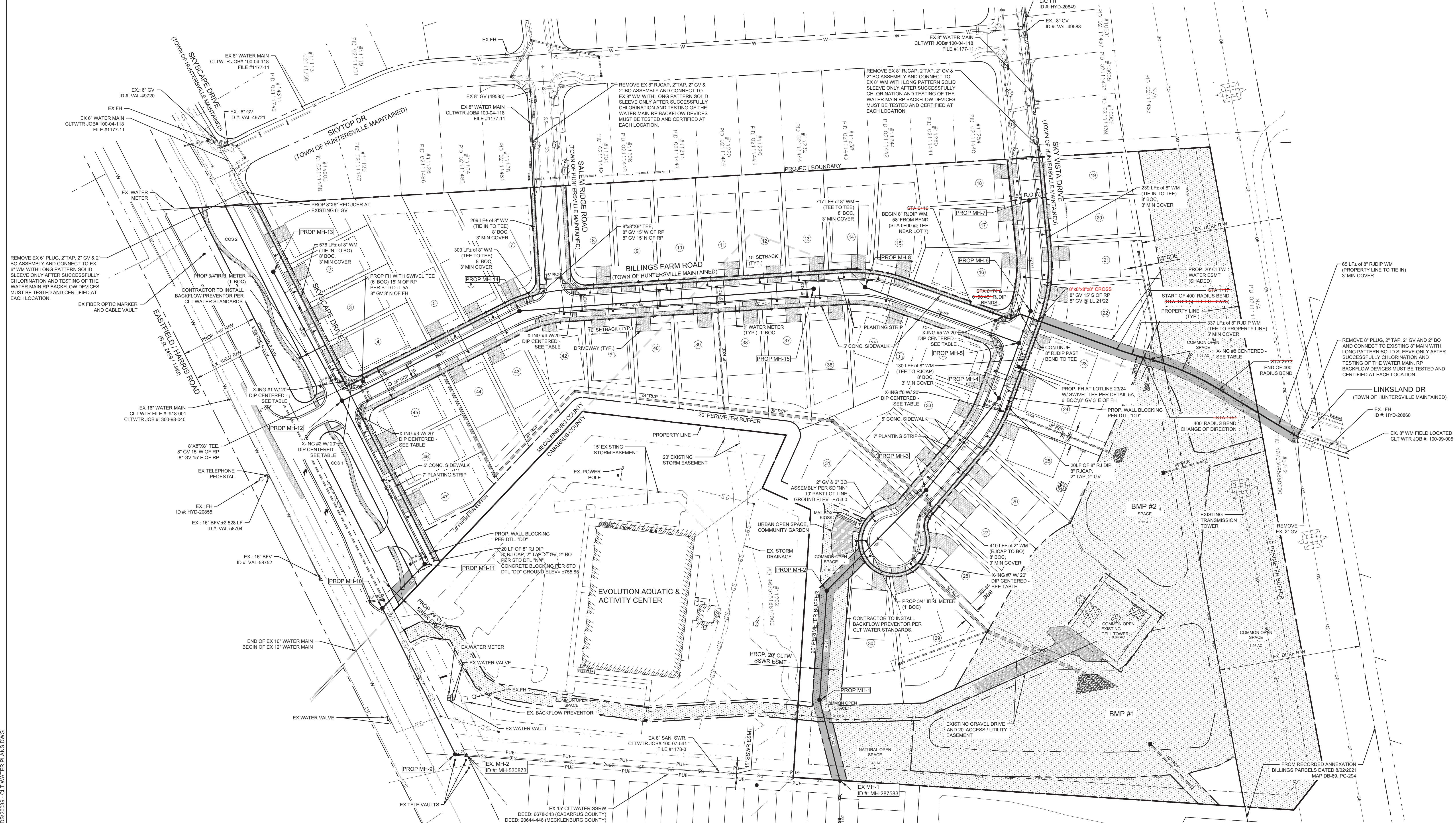


CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHARLOTTE WATER STANDARD SPECIFICATIONS.

		CHARLOTTE WATER CHARLOTTE, NORTH CAROLINA	
100-22-596(S) 100-22-093(W) Job No. _____	File No. _____	SANITARY SEWER & WATER DISTRIBUTION TO SERVE BILLINGS PROPERTY	
PLAN Scales N / A PROFILE Hor. N / A Vert. N / A	As Built _____ Date _____	PERMIT SHEET, GENERAL NOTES & STREET CROSS SECTIONS	
BLA Surveyed By	SSW Designed By	AMA Drawn By	SSW Project-Engr Approved By
No. _____	Date _____	By _____	Revision _____
10/16/23	2	8	Of



CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHARLOTTE WATER STANDARD SPECIFICATIONS.



CROSSING DATA

CROSSING	GROUND ELE.	TOP PIPE	BOTTOM PIPE	TOP PIPE BOP ELE.	BOTTOM PIPE TOP ELE.	CLEAR
1	759.32	15" RCP	8" WM	753.76	752.76	1.00'
2	759.24	15" RCP	8" WM	753.64	752.64	1.00'
3	758.58	8" WM	15" RCP	754.91	750.98	3.93'
4	757.68	15" RCP	8" WM	754.33	753.33	1.00'
5	761.48	15" RCP	8" WM	757.88	756.88	1.00'
6	760.03	18" RCP	2" WM	757.00	756.00	1.00'
7	750.40	2" WM	36" RCP	747.23	745.76	1.47'
8	759.55	15" RCP	8" WM	758.21	754.60	3.61'

CHARLOTTE WATER APPROVED

Chris Saunders 11/14/2023

Chris Saunders Date

Professional Engineer Seal for Chris Saunders, License No. 15419, State of North Carolina. Date: 10/16/23.

Landworks Design Group, PA
 CREATING SPACES TO LIVE, WORK AND PLAY
 1230 West Morehead Street, Suite 304 Charlotte, NC 28208
 TEL: 704-841-1604 FAX: 704-841-1604

CHARLOTTE WATER
 CHARLOTTE, NORTH CAROLINA

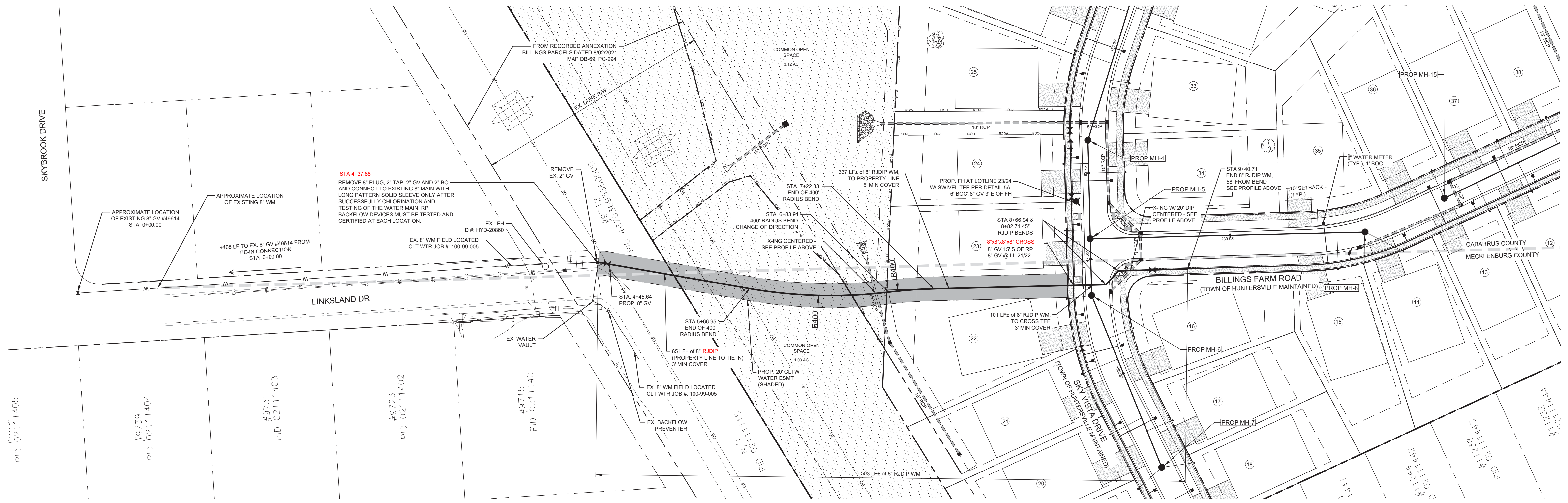
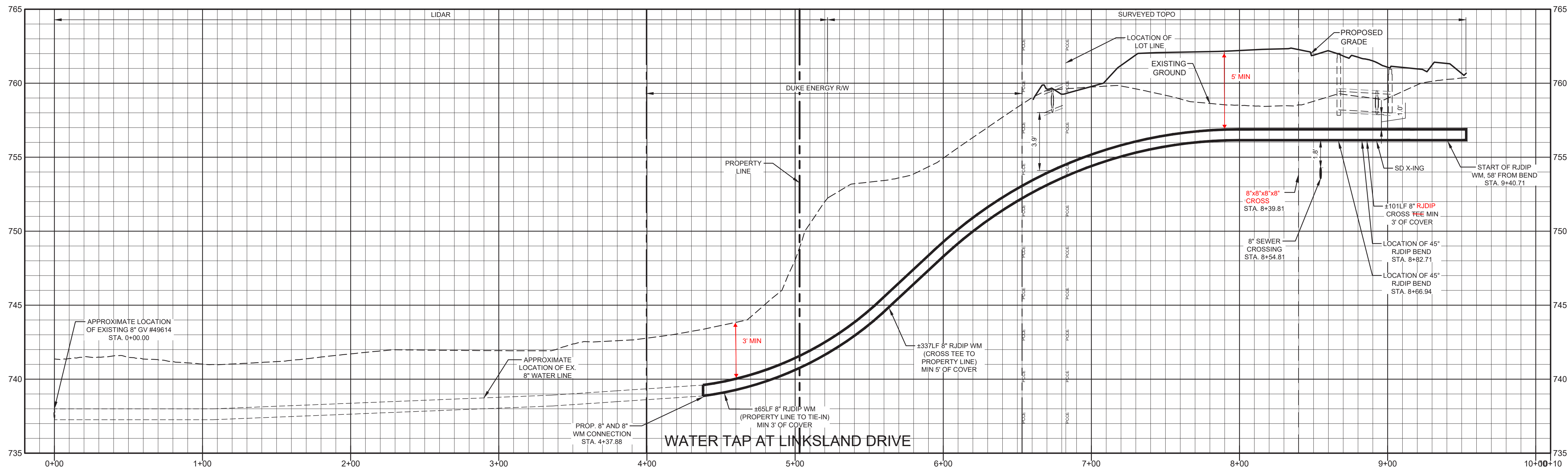
SANITARY SEWER & WATER DISTRIBUTION TO SERVE BILLINGS PROPERTY

WATER DISTRIBUTION PLAN

100-22-596(S)
 100-22-093(W)
 Job No. File No.
 Scales: 1" = 60'
 PLAN: 1" = 60'
 PROFILE: Hor. N/A, Vert. N/A
 As Built: _____ Date: _____

BLA	SSW	AMA	SSW	10/16/23	Sheet 3	Of 8
Surveyed By	Designed By	Drawn By	Project-Engr	Approved By	Date	

P:2020 JOBS/0039 - BILLINGS PROPERTY - PACED/CDCS/2009 - CLT WATER PLANS DWG



Thrust Restraint Design for Ductile Iron Pipe (45°)
 Type of Fitting: Horizontal Bend
 Angle of Bend: 45 deg.
 Diameter of Bend: 8 in.
 Laying Condition: Type 2
 Soil Designation: Silt 1
 Depth Cover: 3 ft.
 Design Pressure: 200 psi
 Safety Factor: 2

Unit Frictional Force: 118lbs/ft
 Unit Bearing Resistance: 132 lbs/ft
 Required restrained length on both sides of fitting: L = 58.0 ft
 Polyethylene Encased L = 71.8 ft



CHARLOTTE WATER
 CHARLOTTE, NORTH CAROLINA

SANITARY SEWER & WATER DISTRIBUTION TO SERVE BILLINGS PROPERTY

WATER TAP TO LINKSLAND DRIVE PLAN & PROFILE

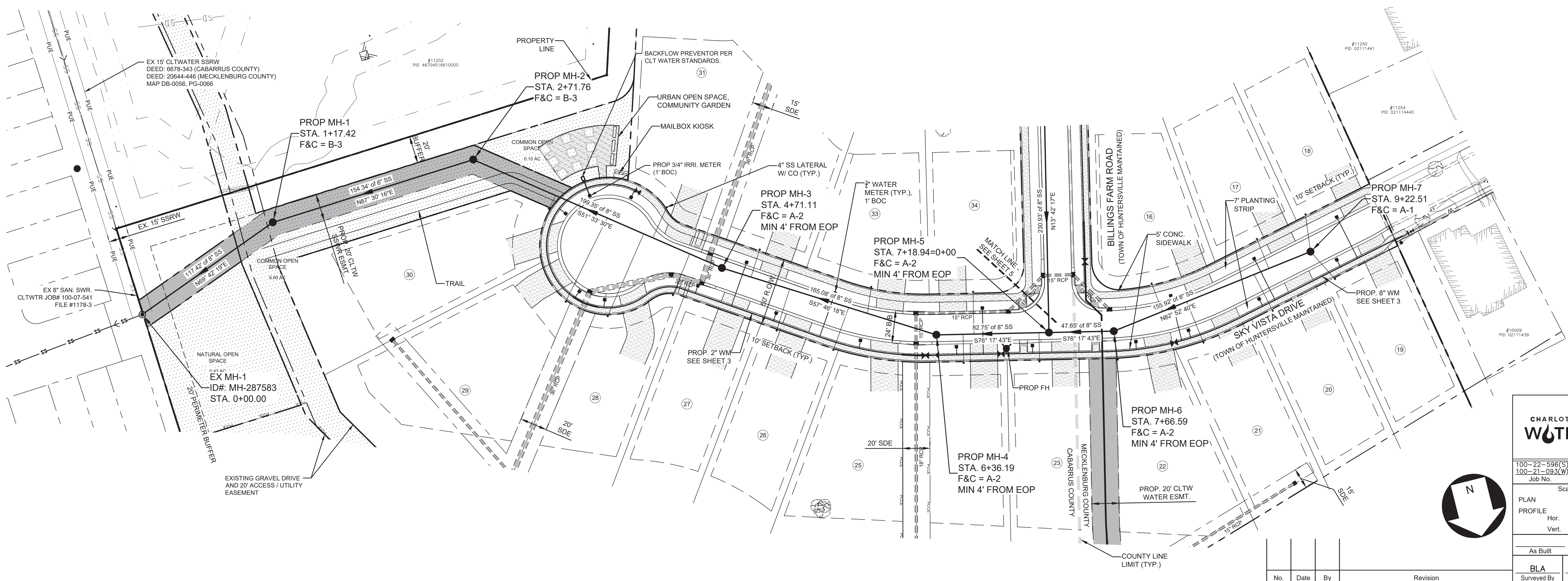
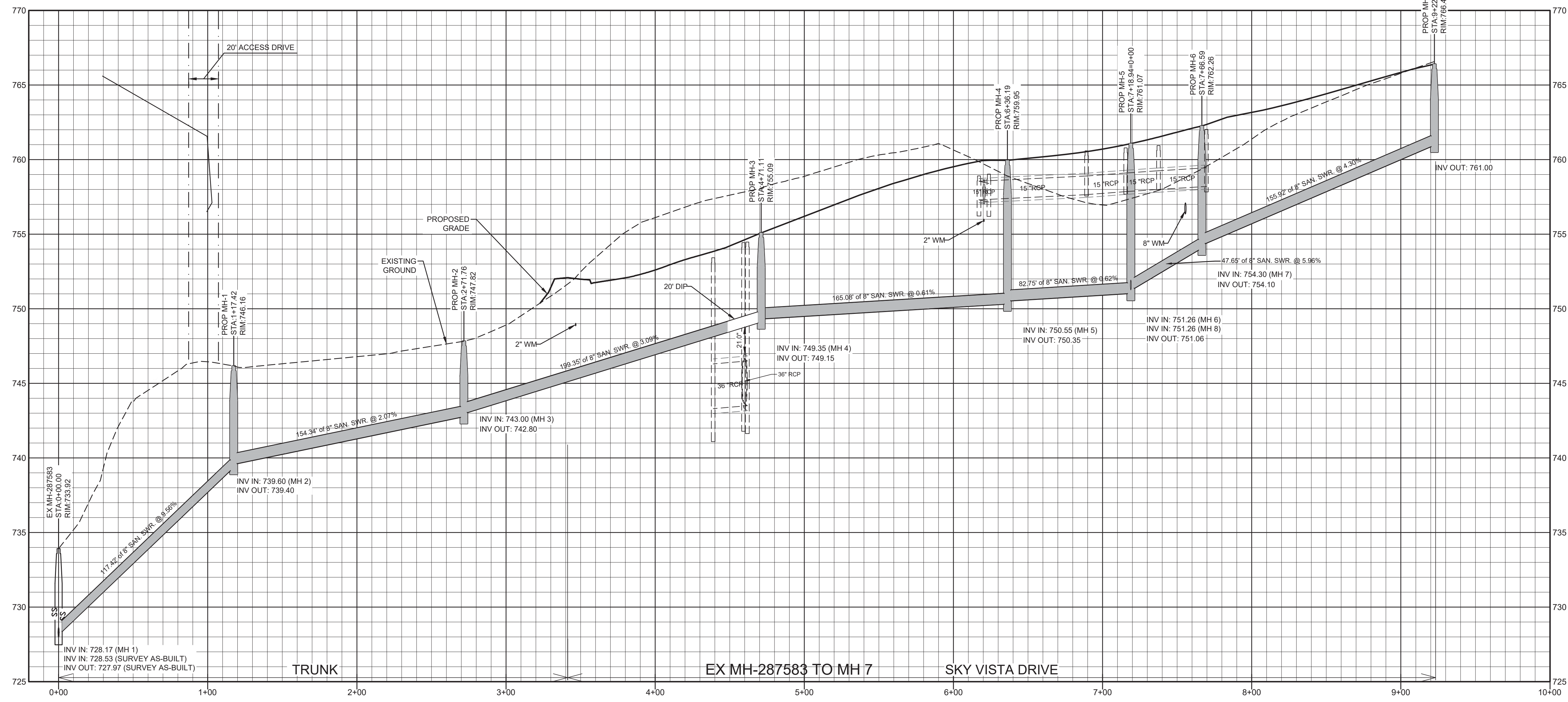
CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHARLOTTE WATER STANDARD SPECIFICATIONS.

No.	Date	By	Revision

BLA	SSW	AMA	SSW	10/16/23	Sheet	Of
Surveyed By	Designed By	Drawn By	Project-Engr	Approved By	Date	4
						8

P:\2020_JOBS\20039 - BILLINGS PROPERTY - RACECAD\DCS\20039 - CLT WATER PLANS.DWG

NOTE: ALL 4" LATERALS CONNECTING TO MANHOLES SHALL MATCH CROWNS.





 Chris Saunders
 11/14/2023

 Date



 10/16/23




 Landworks Design Group, PA

 CREATING SPACES TO LIVE, WORK AND PLAY

 1230 West Morehead Street, Suite 304 Charlotte, NC 28208

 tel: 704-841-1604 fax: 704-841-1604

CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHARLOTTE WATER STANDARD SPECIFICATIONS.


CHARLOTTE WATER

 CHARLOTTE, NORTH CAROLINA

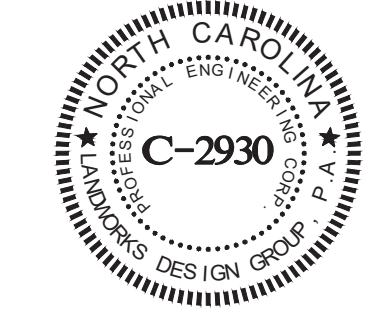
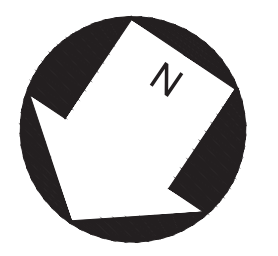
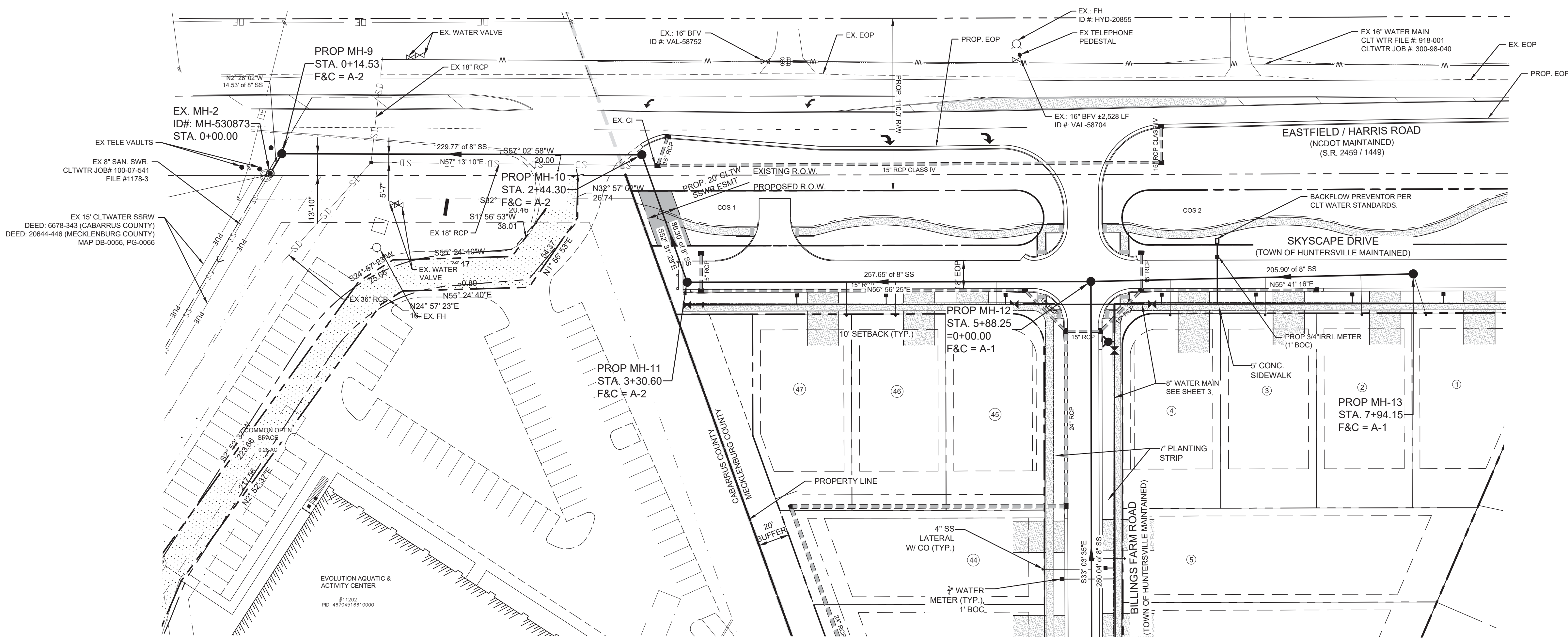
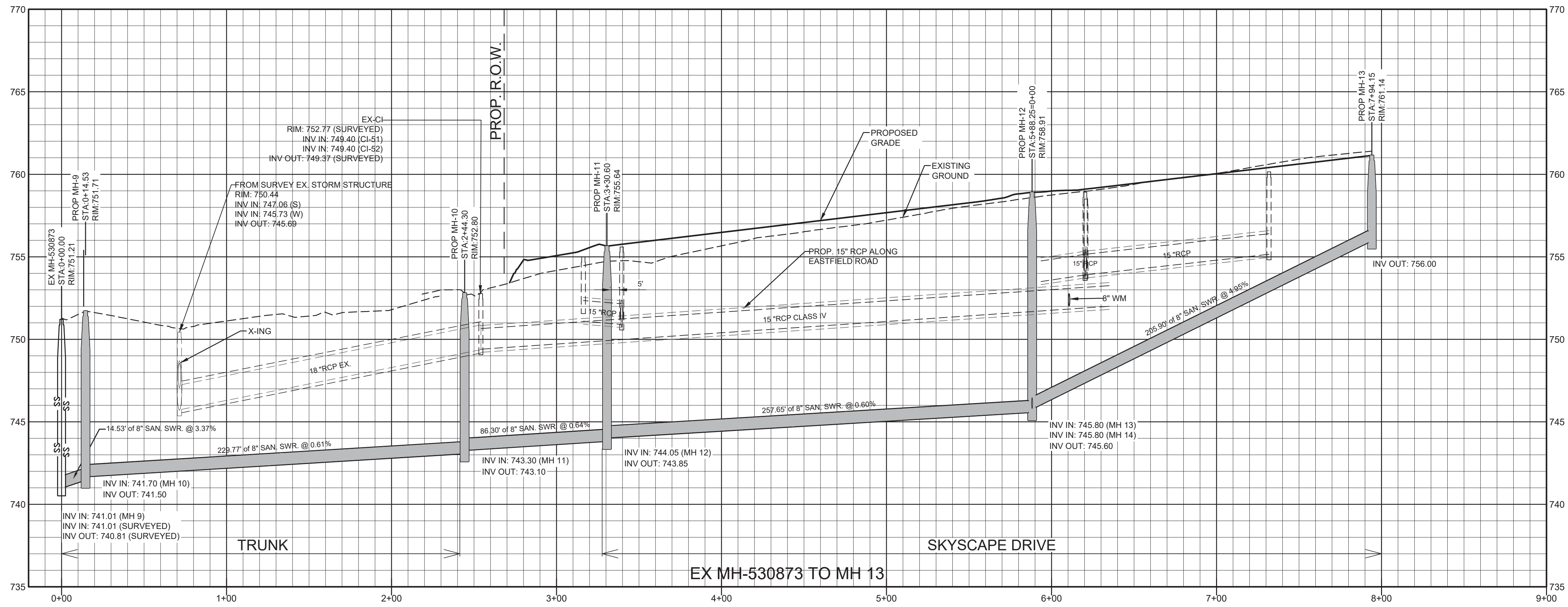
SANITARY SEWER & WATER DISTRIBUTION TO SERVE BILLINGS PROPERTY

TRUNK (EX MH-287583 - PUB MH 2), SKY VISTA DRIVE (PUB MH 2 - PUB MH 7)

100-22-596(S)	File No.						
100-21-093(W)	Job No.						
PLAN	1" = 40'						
PROFILE	1" = 40'						
Hor.	1" = 4"						
Vert.	1" = 4"						
As Built	Date						
BLA	SSW	AMA	SSW	10/16/23	Sheet	Of	
Surveyed By	Designed By	Drawn By	Project-Engr	Approved By	Date	5	8

P:\2020 Jobs\20039 - BILLINGS PROPERTY - PACE/CAD/CDS/20039 - CLT WATER PLANS.DWG

NOTE: ALL 4" LATERALS CONNECTING TO MANHOLES SHALL MATCH CROWNS.

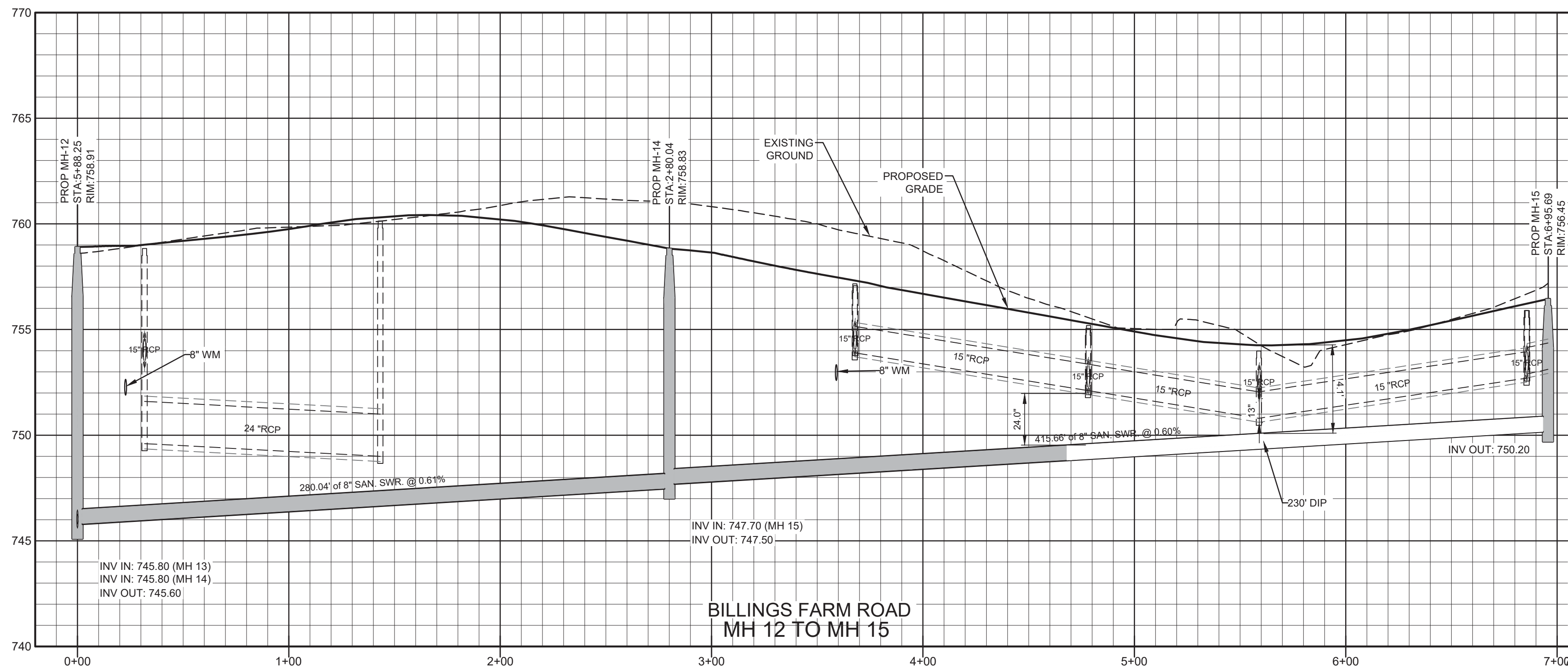


CHARLOTTE WATER CHARLOTTE, NORTH CAROLINA	
100-22-596(S) 100-21-093(W) Job No. _____ File No. _____	SANITARY SEWER & WATER DISTRIBUTION TO SERVE BILLINGS PROPERTY
PLAN Scales 1" = 40' PROFILE Hor. 1" = 40' Vert. 1" = 4'	TRUNK (EX MH-530873 - PUB MH 11) SKYSCAPE DRIVE (PUB MH 11 - PUB MH 13)
As Built _____ Date _____	BLA _____ SSW _____ AMA _____ SSW _____ Approved By _____ Date 10/16/23
Surveyed By _____ Designed By _____ Drawn By _____ Project-Engr _____	Sheet 7 Of 8

CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHARLOTTE WATER STANDARD SPECIFICATIONS.

No.	Date	By	Revision

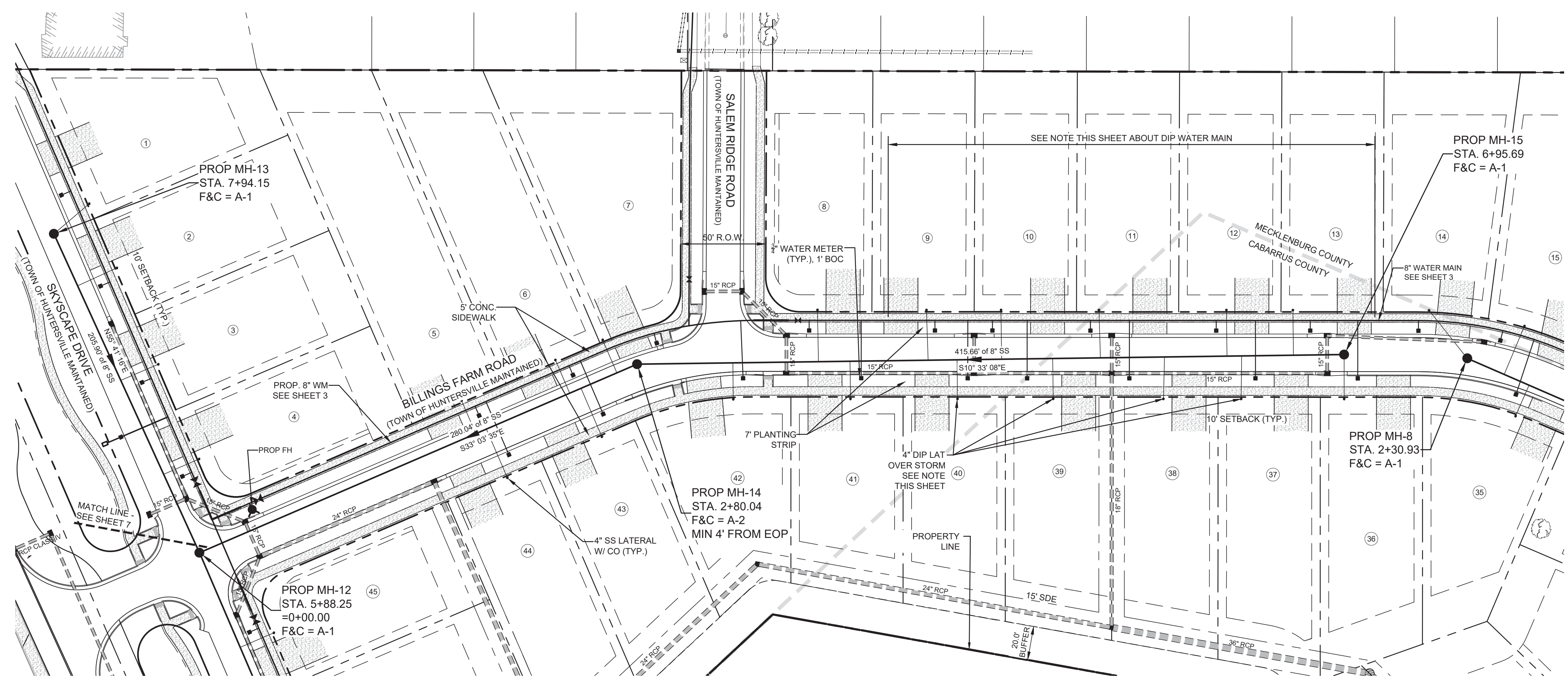
P:\2020_10BS\20039 - BILLINGS PROPERTY - PACE/CAD/CDS\20039 - CLT WATER PLANS.DWG



NOTE:

- LATERALS FOR LOTS 38-40 TO BE DIP AND INSTALLED UNDER STORM AT MINIMUM SLOPE PER CLT WATER STANDARDS.
- ALL 4" LATERALS MUST HAVE MIN 4' OF COVER.
- IF LATERALS GO OVER WATER MAIN, WATER MAIN WILL HAVE TO BE DIP.

NOTE: ALL 4" LATERALS CONNECTING TO MANHOLES SHALL MATCH CROWNS.

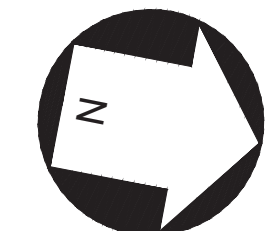


CHARLOTTE WATER
APPROVED

Chris Saunders 11/14/2023
Chris Saunders Date



Landworks Design Group, PA
CREATING SPACES TO LIVE, WORK AND PLAY
1230 West Morehead Street, Suite 304 tel: 704-841-1604
Charlotte, NC 28208 fax: 704-841-1604



CHARLOTTE WATER CHARLOTTE, NORTH CAROLINA		SANITARY SEWER & WATER DISTRIBUTION TO SERVE BILLINGS PROPERTY	
100-22-596(S) 100-21-093(W) Job No. _____	File No. _____	BILLINGS FARM ROAD (PUB MH 12 - PUB MH 15)	
PLAN	Scale: 1" = 40'	As Built	Date
PROFILE	Hor. 1" = 40' Vert. 1" = 4'	BLA	SSW
Surveyed By	Designed By	AMA	SSW
		Drawn By	Project-Engr
			Approved By
			10/16/23
			Date
			Sheet 8
			Of 8

CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHARLOTTE WATER STANDARD SPECIFICATIONS.

No.	Date	By	Revision

CHARLOTTE WATER

November 14, 2023

Mr. Brain Richards, Planning Director
Town of Huntersville
Post Office Box 664
Huntersville, N.C. 28078

Subject: *Proposed Water & Sanitary Sewer Construction in the Town of Huntersville*


Project Name: Billings Property
CLT Water Job Number: 100-22-596 (S)
100-22-093 (W)

Dear Mr. Simoneau:

Charlotte Water has received a request for the extension of water & sanitary sewer to serve **Billings Property** as shown on the enclosed map. Please indicate below the Town's position on this request.

Your earliest response would be appreciated.

If you have any questions, please call me at 704-517-9721.

Approved  Date 11/15/23
 Disapproved _____ Date _____

Sincerely,
CHARLOTTE WATER



Jonathan Paul
Engineering Project Coordinator
Installation & Development Services

cc: Files



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Easement Dedication for R Brown McAllister

BRIEF SUMMARY:

With the recent construction of the new R Brown McAllister Elementary School, there are a number of easements that are required for utility services. The attached plats illustrate the proposed easements for public water and stormwater utilities to the City of Concord for service and maintenance needs on the property.

REQUESTED ACTION:

Recommendation Motion for the Regular Meeting:

Motion to approve the dedication of utility easements on the plats for R Brown McAllister to the City of Concord and authorize the County Manager to execute the necessary documents after review and approval by legal staff.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, AICP
Deputy County Manager

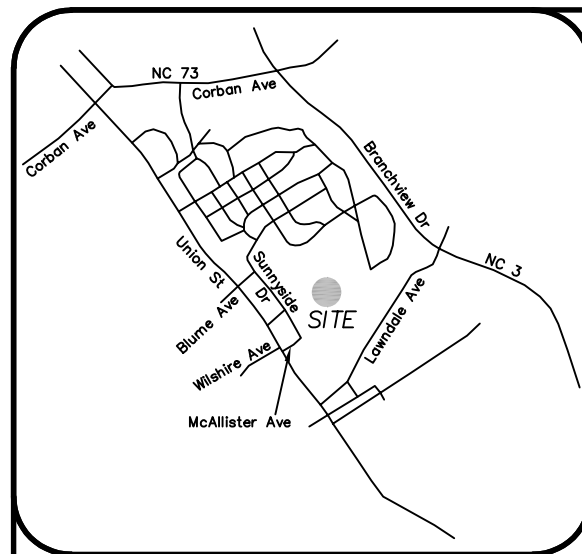
BUDGET AMENDMENT REQUIRED:

No

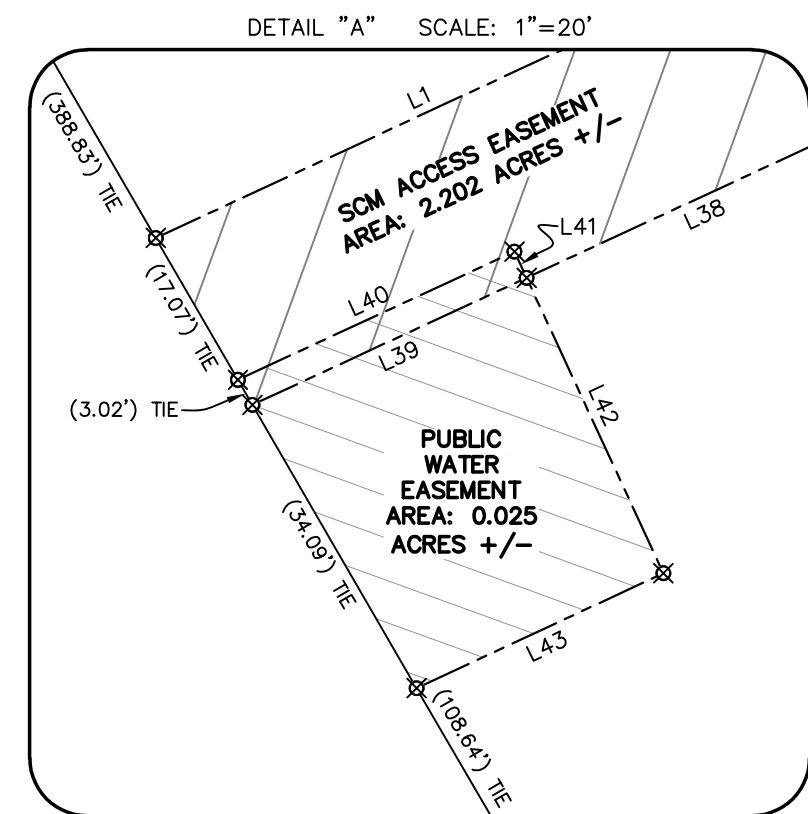
COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Plat
- ▣ Plat



VICINITY MAP
NOT TO SCALE



DETAIL "A" SCALE: 1"=20'

NOTES:

1. TRAVERSE ADJUSTED BY THE LEAST SQUARES ADJUSTMENT METHOD.
2. AREAS DETERMINED BY COORDINATE COMPUTATIONS.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
4. NC GRID NAD 83 (2011) EPOCH 2010.00 BASIS OF BEARING AND NAVD 88 ELEVATIONS DERIVED FROM NCGS NETWORK RTK BETWEEN 05-26-2021 AND 06-09-2021 (HORIZONTAL POSITIONAL ACCURACY = 0.10'; VERTICAL ACCURACY = 0.11') USING GEOID MODEL GEOID18. PROJECT LOCALIZED HOLDING CONTROL PT. #103 (N=604,360.91', E=1,534,697.15'), AND USING A COMBINED GRID FACTOR OF 0.99985089. UNITS ARE US SURVEY FEET.
5. NO UNDERGROUND UTILITIES WERE LOCATED WITH THIS SURVEY. BEFORE DOING ANY DIGGING, CALL NC ONE-CALL (1-800-632-4949).
6. AREA IS LOCATED IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBER 3710563000K; MAP REVISED NOVEMBER 16, 2018.

REFERENCES:

1. ALL DEEDS AND MAPS SHOWN HEREON.
2. MAP TITLED "TRACING OF A MAP OF W. H. BLUME PROPERTY"; MAP BY JOHN H. LONG; TRACING BY QUINT E. SMITH; MB. 1 PG. 25.
3. MAP TITLED "PROPERTY OF W. H. BLUME LOTS"; FROM J. H. LONG'S SURVEY; BY R. I. LONG; DATED 1922; MB. 1 PG. 62.
4. MAP TITLED "PLAT SHOWING PROPERTY OF EAST-OVER" BY REECE IRA LONG; DATED 1938; MB. 5 PG. 64.
5. MAP TITLED "WINECOFF HILLS SECTION 'F' & 'G'" BY BROWN ENGINEERING CO.; DATED NOV. 23, 1980; MB. 12 PG. 14.
6. PROPOSED SANITARY SEWER ESMT. SURVEY FOR CITY OF CONCORD BY CONCORD ENGINEERING & SURVEYING, INC.; DATED 09-14-1988; JOB NO. 88-07-46.
7. MAP TITLED "RECOMBINATION/EXEMPT SURVEY OF: THE LANDS OF CAROLYN C. TUCKER AND GRADED SCHOOL BOARD OF CONCORD" BY CESI; DATED APRIL 30, 2021; JOB NO.: 200411.000.
8. MAP TITLED "PUBLIC UTILITY EASEMENT SURVEY" BY CESI; DATED AUGUST 9, 2022; JOB NO.: 210372.000.

I, DAVID L. HAYWOOD, JR., CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED RECORDED IN DEED BOOK 16552, PAGE 160); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION FOUND IN DEEDS AS SHOWN; THAT THE RATIO OF PRECISION IS 1:10,200; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600); THAT ALL HORIZONTAL COORDINATES ARE BASED ON NC GRID NAD 83 (2011) EPOCH 2010.00; AND THAT THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY ESTABLISHING THE HORIZONTAL DATUM.

- 1) CLASS OF SURVEY: HORIZONTAL CLASS A
- 2) HORIZONTAL POSITIONAL ACCURACY: 0.10'
- 3) TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC (RTK) NETWORK
- 4) DATES OF SURVEY: MAY 26, 2021 TO JUNE 9, 2021
- 5) DATUM / EPOCH: NAD 83 (2011) EPOCH 2010.00
- 6) PUBLISHED / FIXED-CONTROL USED: NATIONAL SPATIAL REFERENCE SYSTEM (NSRS) NC NETWORK
- 7) GEOID MODEL: GEOID18
- 8) COMBINED GRID FACTOR: 0.99985089
- 9) UNITS: US SURVEY FT

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS THE 3RD DAY OF OCTOBER, 2024.

PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES OR SALES

DAVID L. HAYWOOD, JR., PLS 4822

REVIEW OFFICER
STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

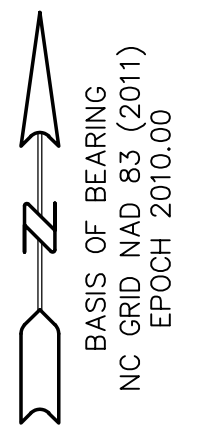
I, _____ REVIEW OFFICER OF CABARRUS COUNTY,
CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION
IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

CABARRUS COUNTY
DB. 16552 PG. 160
5630-33-6923
5630-32-5905

LEGEND

- EXISTING CORNER AS DESCRIBED
- ⊗ NO POINT SET
- DB DEED BOOK
- MB MAP BOOK
- PG PAGE
- PIN PARCEL IDENTIFICATION NUMBER
- SCM STORMWATER CONTROL MEASURE
- TIE LINE
- BOUNDARY BY DEED OR PLAT
- EASEMENT



SEE SHEET 2 FOR LINE
AND CURVE TABLES

SHEET 1 OF 2

EASEMENT SURVEY OF:
R. BROWN McALLISTER ELEMENTARY
NO. 12 TOWNSHIP, CITY OF CONCORD, CABARRUS CO., NORTH CAROLINA

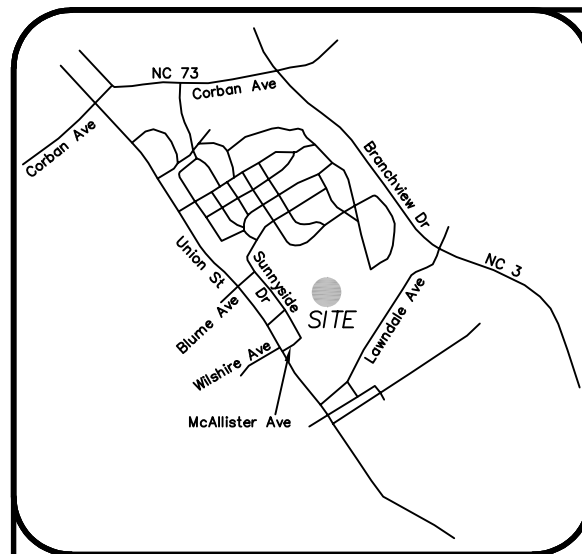
OWNER:
CABARRUS COUNTY
PO BOX 388
CONCORD, NC 28026

DATE: 10-03-2024
REVISED:
SCALE: 1" = 60'
JOB NO.: 240656.000

COMPUTED BY: RAP
DRAWN BY: RAP/OV
CHECKED BY: DLH

SCALE IN FEET
0 60 120 180

CESI
CIVIL - GEOTECHNICAL - SURVEYING
N.C. FIRM LICENSE NO. C-0263
45 SPRING STREET SW CONCORD (704) 786-5404
CONCORD, NC 28025
ACAD FILE: 240656 EASEMENT.DWG
© CESI 2024



VICINITY MAP
NOT TO SCALE

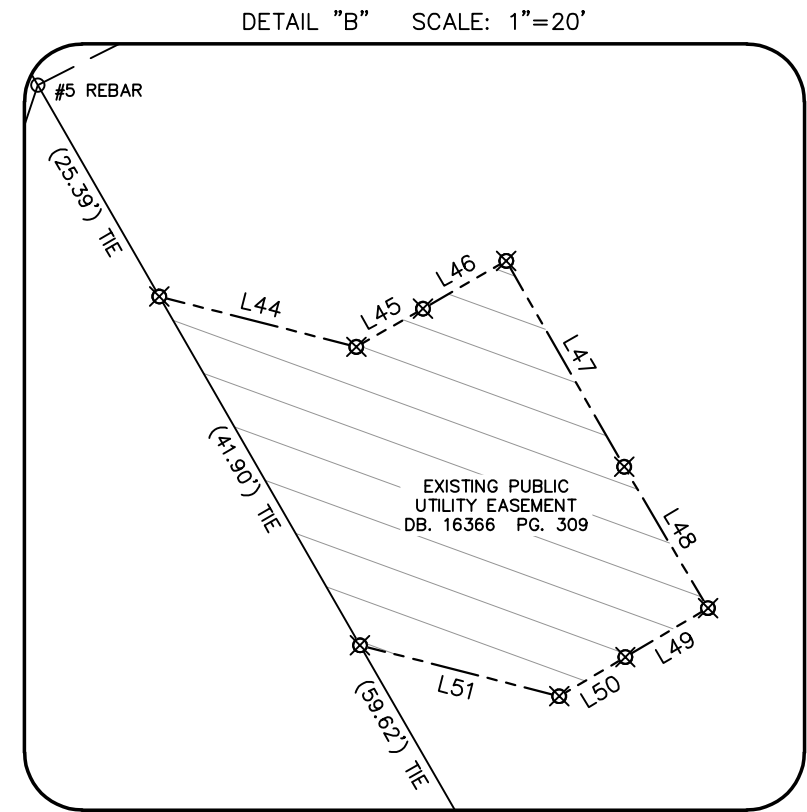
LEGEND

- EXISTING CORNER AS DESCRIBED
- ⊗ NO POINT SET
- DB DEED BOOK
- MB MAP BOOK
- PG PAGE
- PIN PARCEL IDENTIFICATION NUMBER
- TIE LINE
- BOUNDARY BY DEED OR PLAT
- EASEMENT

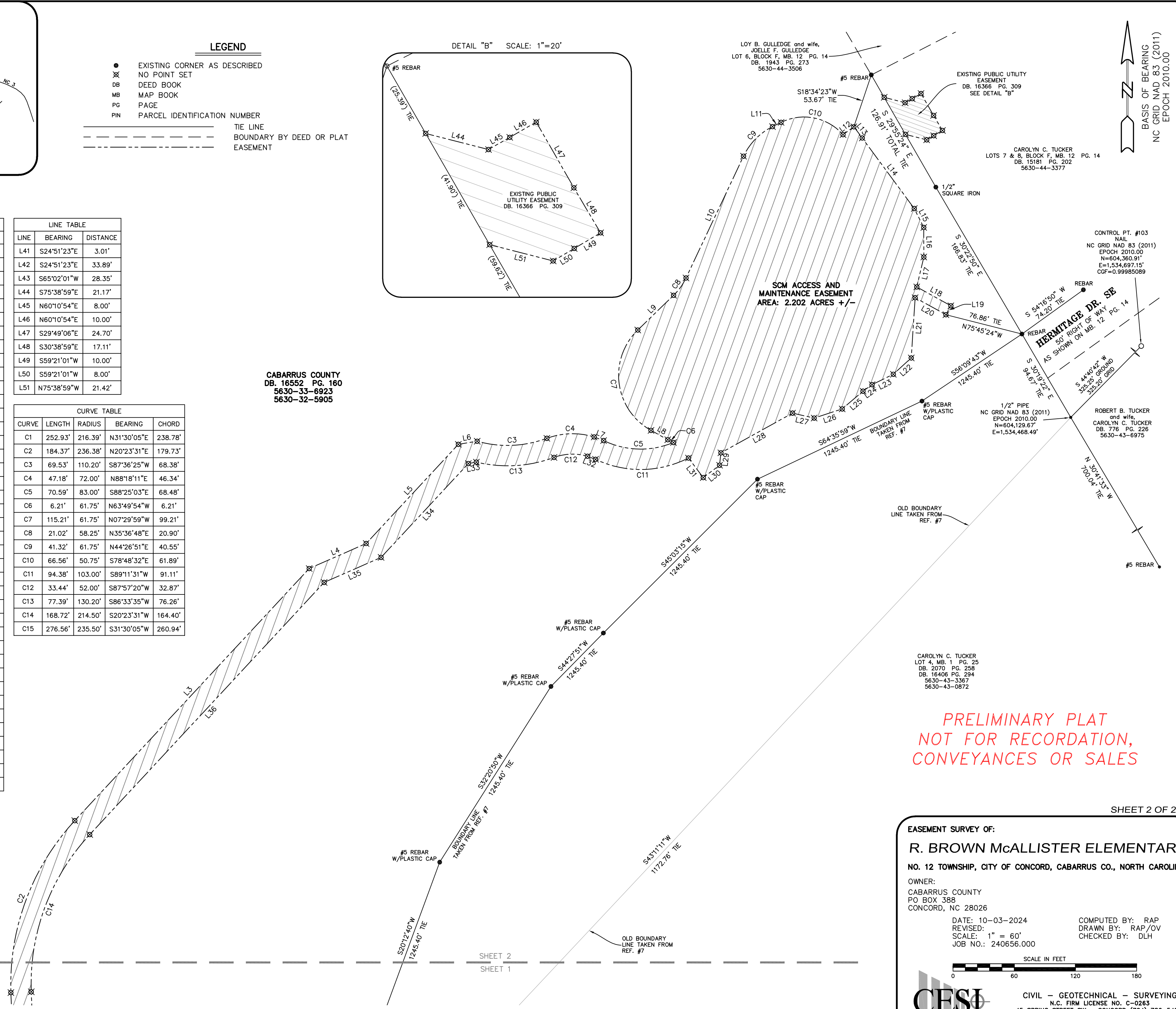
LINE	BEARING	DISTANCE
L1	N65°08'37"E	97.45'
L2	N2°08'28"W	285.68'
L3	N42°55'31"E	337.39'
L4	N66°16'04"E	60.99'
L5	N42°55'31"E	132.68'
L6	N80°36'59"E	18.70'
L7	S68°59'32"E	9.95'
L8	N60°56'56"W	18.81'
L9	N45°56'58"E	48.88'
L10	N25°16'37"E	132.00'
L11	N63°37'04"E	9.38'
L12	N54°07'47"E	13.08'
L13	S37°00'17"E	13.69'
L14	S36°25'17"E	85.89'
L15	S26°33'30"E	20.75'
L16	S0°10'26"E	29.01'
L17	S13°15'56"W	30.12'
L18	S61°06'33"E	38.17'
L19	S28°53'27"W	10.00'
L20	N61°06'33"W	34.50'
L21	S3°41'22"W	59.17'
L22	S47°39'16"W	23.72'
L23	S64°02'00"W	23.23'
L24	S54°01'24"W	10.88'
L25	S49°35'09"W	26.84'
L26	S71°59'38"W	28.91'
L27	N77°06'59"W	21.72'
L28	S61°00'04"W	80.28'
L29	S6°22'23"W	12.27'
L30	S52°53'09"W	20.00'
L31	N37°06'51"W	24.05'
L32	N68°59'32"W	8.39'
L33	S79°53'30"W	7.95'
L34	S42°55'31"W	125.60'
L35	S66°16'04"W	60.99'
L36	S42°55'31"W	337.39'
L37	S2°08'28"E	285.68'
L38	S65°08'37"W	64.15'
L39	S65°08'37"W	31.46'
L40	N65°07'57"E	31.74'

LINE	BEARING	DISTANCE
L41	S24°51'23"E	3.01'
L42	S24°51'23"E	33.89'
L43	S65°02'01"W	28.35'
L44	S75°38'59"E	21.17'
L45	N60°10'54"E	8.00'
L46	N60°10'54"E	10.00'
L47	S29°49'06"E	24.70'
L48	S30°38'59"E	17.11'
L49	S59°21'01"W	10.00'
L50	S59°21'01"W	8.00'
L51	N75°38'59"W	21.42'

CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	252.93'	216.39'	N31°30'05"E	238.78'
C2	184.37'	236.38'	N20°23'31"E	179.73'
C3	69.53'	110.20'	S87°36'25"W	68.38'
C4	47.18'	72.00'	N88°18'11"E	46.34'
C5	70.59'	83.00'	S88°25'03"E	68.48'
C6	6.21'	61.75'	N63°49'54"W	6.21'
C7	115.21'	61.75'	N07°29'59"W	99.21'
C8	21.02'	58.25'	N35°36'48"E	20.90'
C9	41.32'	61.75'	N44°26'51"E	40.55'
C10	66.56'	50.75'	S78°48'32"E	61.89'
C11	94.38'	103.00'	S89°11'31"W	91.11'
C12	33.44'	52.00'	S87°57'20"W	32.87'
C13	77.39'	130.20'	S86°33'35"W	76.26'
C14	168.72'	214.50'	S20°23'31"W	164.40'
C15	276.56'	235.50'	S31°30'05"W	260.94'



CABARRUS COUNTY
DB. 16552 PG. 160
5630-33-6923
5630-32-5905



**PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES OR SALES**

SHEET 2 OF 2

EASEMENT SURVEY OF:
R. BROWN McALLISTER ELEMENTARY
NO. 12 TOWNSHIP, CITY OF CONCORD, CABARRUS CO., NORTH CAROLINA

OWNER:
CABARRUS COUNTY
PO BOX 388
CONCORD, NC 28026

DATE: 10-03-2024
REVISED: DB. 2070 PG. 258
SCALE: 1" = 60'
JOB NO.: 240656.000

COMPUTED BY: RAP
DRAWN BY: RAP/OV
CHECKED BY: DLH

SCALE IN FEET
0 60 120 180

CESI
CIVIL - GEOTECHNICAL - SURVEYING
N.C. FIRM LICENSE NO. C-0263
45 SPRING STREET SW CONCORD (704) 786-5404
CONCORD, NC 28025
ACAD FILE: 240656 EASEMENT.DWG

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Lease and Agency Agreements

BRIEF SUMMARY:

The county is required to enter into lease and agency agreements on properties that the county holds title on due to financing. The lease and agency agreements are standard agreements that spell out the responsibilities of each agency during the time it is owned by the county and operated by the school system. Attached are the proposed leases and agency agreements for Coltrane Webb STEM Elementary, Opportunity School, and Marry Francis Wall, that have been reviewed by legal and meet the financing requirements of the agreements.

REQUESTED ACTION:

Recommended Motion for Regular Meeting:

Motion to approve the leases and agency agreements for Coltrane Webb STEM Elementary, Opportunity School, and Marry Francis Wall and authorize the County Manager to execute the agreements after review and revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, AICP
Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Agency Agreement - Coltrane Webb STEM Elementary
- ▣ Agency Agreement - Opportunity School
- ▣ Agency Agreement - Mary Francis Wall
- ▣ Lease - Coltrane Webb STEM Elementar
- ▣ Lease - Opportunity School
- ▣ Lease - Mary Francis Wall

STATE OF NORTH CAROLINA

**AGENCY AGREEMENT
COLTRANE-WEBB STEM
ELEMENTARY**

COUNTY OF CABARRUS

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

RECITALS

1. The County has leased or will lease to the Board property for a proposed new elementary school (the replacement of Coltrane-Webb STEM Elementary), which will lie on the real property described in Exhibit A hereto (the “Site”), together with any additions, modifications, attachments, replacements and parts thereof (the “Project”).

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

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

PROVISIONS

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

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

To the extent permitted by law, the Board shall indemnify and save the County harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the construction and other accomplishment of the Project, but the Board

is not obligated to pay any Installment Payments under any financing Installment Agreement or to indemnify any party to the: Installment Agreement for any third-party claims asserted against any such party relating to the payment of such Installment Payments. The Board shall be notified promptly by the County of any action or proceeding brought in connection with any such claims arising from the construction and other accomplishment of the Project.

Section II. Project Description.

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

Section III. Board's Right to Enforce Contracts.

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

Section IV. Construction Conferences.

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

Section V. Acceptance.

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

Section VI. Disclaimers of the County.

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

The County makes no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part to the Board or any other circumstance whatsoever with respect, including but not limited to, any suitability for any

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

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

CABARRUS COUNTY BOARD OF EDUCATION

By: _____
Chair
Board of Education

ATTEST:

Secretary

(SEAL)

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

Finance Director

CABARRUS COUNTY, NORTH CAROLINA

By: _____

Chair
Board of Commissioners

ATTEST:

Clerk to the Board

(SEAL)

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

Finance Director

STATE OF NORTH CAROLINA

**AGENCY AGREEMENT
OPPORTUNITY SCHOOL**

COUNTY OF CABARRUS

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

RECITALS

1. The County has leased or will lease to the Board property for a new Opportunity School facility, which will lie on the real property described in Exhibit A hereto (the “Site”), together with any additions, modifications, attachments, replacements and parts thereof (the “Project”).

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

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

PROVISIONS

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

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

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

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

Section II. Project Description.

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

Section III. Board's Right to Enforce Contracts.

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

Section IV. Construction Conferences.

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

Section V. Acceptance.

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

Section VI. Disclaimers of the County.

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

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

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

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

CABARRUS COUNTY BOARD OF EDUCATION

By: _____
Chair
Board of Education

ATTEST:

Secretary

(SEAL)

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

Finance Director

CABARRUS COUNTY, NORTH CAROLINA

By: _____
Chair
Board of Commissioners

ATTEST:

Clerk to the Board

(SEAL)

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

Finance Director

STATE OF NORTH CAROLINA

**AGENCY AGREEMENT
MARY FRANCES WALL
SCHOOL**

COUNTY OF CABARRUS

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

RECITALS

1. The County has leased or will lease to the Board property for a new Mary Frances Wall facility, which will lie on the real property described in Exhibit A hereto (the “Site”), together with any additions, modifications, attachments, replacements and parts thereof (the “Project”).

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

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

PROVISIONS

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

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

To the extent permitted by law, the Board shall indemnify and save the County harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the construction and other accomplishment of the Project, but the Board

is not obligated to pay any Installment Payments under any financing Installment Agreement or to indemnify any party to the: Installment Agreement for any third-party claims asserted against any such party relating to the payment of such Installment Payments. The Board shall be notified promptly by the County of any action or proceeding brought in connection with any such claims arising from the construction and other accomplishment of the Project.

Section II. Project Description.

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

Section III. Board's Right to Enforce Contracts.

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

Section IV. Construction Conferences.

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

Section V. Acceptance.

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

Section VI. Disclaimers of the County.

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

The County makes no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part to the Board or any other circumstance whatsoever with respect, including but not limited to, any suitability for any

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

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

CABARRUS COUNTY BOARD OF EDUCATION

By: _____
Chair
Board of Education

ATTEST:

Secretary

(SEAL)

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

Finance Director

CABARRUS COUNTY, NORTH CAROLINA

By: _____
Chair
Board of Commissioners

ATTEST:

Clerk to the Board

(SEAL)

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

Finance Director

NORTH CAROLINA

CABARRUS COUNTY

**LEASE – COLTRANE WEBB STEM
ELEMENTARY**

THIS LEASE is entered into by and between CABARRUS COUNTY, NORTH CAROLINA, a public body politic and a political subdivision of the State of North Carolina, as Lessor (the “County”), and the CABARRUS COUNTY BOARD OF EDUCATION, a body politic and school administrative unit duly organized and existing under the laws of the State of North Carolina, as Lessee (the “Board of Education”);

WITNESSETH:

The County and the Board of Education have previously determined to cooperate in a plan for the construction and financing of improvements upon real property for certain public-school facilities which each has found to be necessary and desirable to provide for improved public education in the County.

Included in that plan are improvements to various schools, one of which is the property shown on Exhibit A (the “Site”).

In furtherance of this plan to provide for improved public-school facilities for County residents, the County proposes to lease the Site, and the Board of Education has determined to accept such lease.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

**ARTICLE I
DEFINITIONS; RULE OF CONSTRUCTION**

The following terms will have the meanings specified below, unless the context clearly requires otherwise:

“Event of Default” means one or more events of default as defined in Section 12.1.

“Lease” means this Lease, as it may be duly amended.

“Lease Term” means the term of this Lease as determined pursuant to Article IV.

“Lease Year” initially means from November 15, 2024, through November 15, 2044, and thereafter means the 12-month period of each year commencing on January 1 and ending the next December 31.

“Board of Education Representative” means any of the person or persons at the time designated by a written certificate furnished to the County and signed on the Board of Education’s behalf by its Chairman to act on the Board of Education’s behalf for the purpose of performing any act under this Lease.

All references to articles or sections are references to articles or sections of this Lease, unless the context clearly indicates otherwise.

**ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES**

The County and the Board of Education each represent, covenant and warrant for the other’s benefit as follows:

(1) Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions nor the consummation of the transactions contemplated hereby results in a breach of the terms, conditions and provisions of any agreement or instrument to which either is nor a party or by which either is bound, or constitutes a default under any of the foregoing.

(2) To the knowledge of each party there is no litigation or proceeding pending or threatened against such party (or against any other person) affecting the rights of such party to execute or deliver this Lease or to comply with its obligations under this Lease. Neither the execution and delivery of this Lease by such party nor compliance by such party of its obligations under this Lease requires the approval of any regulatory body or any other entity, the approval of which has not been obtained.

(3) The parties to this Lease acknowledge that in the future the County may be required to obtain financing on this Lease Property and agree that this Lease or any extension of it shall be subordinated to such financing.

**ARTICLE III
DEMISING CLAUSE**

The County hereby leases the Facilities and the Site (the “Leased Property”) to the Board of Education, and the Board of Education hereby leases the Leased Property from the County, in accordance with the provisions of this Lease, to have and to hold for the Lease Term.

**ARTICLE IV
LEASE TERM**

4.1 Commencement. The Lease Term shall commence on November 15, 2024 and end on November 15, 2044.

4.2 Termination. The Lease Term shall terminate upon the earlier of either of the following events:

- (a) Purchase of the Leased Property by the Board; or
- (b) An Event of Default and termination by the County pursuant to Article XI.

Termination of the Lease Term shall terminate all the County's obligations under this Lease and shall terminate the Board of Education's rights of possession under this Lease, but all other provisions of this Lease, including the receipt and disbursement of funds, shall be continuing until the Financial Contract is discharged as provided herein.

**ARTICLE V
QUIET ENJOYMENT; PURCHASE OPTIONS**

5.1 Quiet Enjoyment. The County hereby covenants that the Board of Education shall, during the Lease Term, peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease. The County shall not interfere with the quiet use and enjoyment of the Leased Property during the Lease Term. The County shall, at the Board of Education's request and the County's cost, join and cooperate fully in any legal action in which the Board of Education asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the Board of Education may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property, and shall be joined (to the extent legally possible, and at the Board of Education's expense) in any action affecting its liabilities hereunder.

5.2 Purchase Option. The Board of Education shall have the option to purchase the Leased Property in whole but not in part at the end of the Lease Term upon payment to the County of a purchase option price of One Dollar (\$1.00). The Board of Education shall notify the County of its exercising of this option within fifteen (15) days after the end of the Lease Term, and within forty-five (45) days thereafter the County shall execute and deliver all necessary documents conveying to the Board of Education good and marketable title to the Leased Property, subject only to (a) encumbrances referenced in the title insurance binder and (b) any encumbrances or imperfection caused by or attributable to the Board of Education.

**ARTICLE VI
CONSIDERATON FOR LEASE**

6.1 Use as School; Assumption of Obligations. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the Board of Education hereby agrees to use the Leased Property for public school purposes in fulfillment of its obligation, shared by the County, to provide for elementary and secondary education in the County. In addition, in consideration of its rights under this Lease, the Board of Education undertake the obligations imposed on it hereunder, including those imposed by Section 7.1.

6.2 Payments. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the Board of Education hereby agrees to pay to the County annual rent in the amount of One Dollar (\$1.00) payable in advance on the Closing Date (receipt of which is hereby acknowledged) and on the first day of each Lease Year thereafter. The County and the Board of Education acknowledge their understanding that although the County's providing the Leased Property to the Board of Education for use is of substantial value to the Board of

Education, any payment by the Board of Education of a market value rent would represent simply an accounting transaction, because the Board of Education's funding is primarily provided through the County.

**ARTICLE VIII
CONSTRUCTION AND OTHER ACCOMPLISHMENT OF
SCHOOL FACILITY AND CERTAIN RELATED COVENANTS**

7.1 Construction and Other Accomplishment of the Facilities. The County has provided in the Agency Agreement for the construction and other accomplishment of the Facilities by the Board of Education as the County's agent. The Board of Education represents that it has reviewed all provisions concerning the construction and other accomplishment of the Facilities and hereby approves such provisions. The Board of Education shall take possession of the Leased Property on the date of delivery of this Lease. Title to the Leased Property shall be held by the County, subject only to Permitted Encumbrances.

7.2 Maintenance, Repair, Taxes and Assessments.

(a) Maintenance Repair. The Board of Education shall use, or cause to be used, the Leased Property in a careful and proper manner, in compliance with all applicable laws and regulations and, at its sole expense, shall service, repair, maintain and insure, or cause to be serviced, repaired, maintained and insured, the Leased Property so as to keep the Leased Property in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted.

(b) Taxes and Assessments. The Board of Education shall also pay, or cause to be paid, all taxes and assessments, including, but not limited to, utility charges, of any type or nature, levied, assessed or charged against any portion of the Leased Property, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Board of Education shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) Contests. The Board of Education may, at its sole expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and if any such contest occurs, may permit the taxes, assessments, utility and other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; but before such non-payment, it shall furnish the County with the opinion of a counsel, acceptable to the County, to the effect that by non-payment of any such items, the interest of the County in the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. The County will cooperate fully in such contest on the request and at the expense of the Board of Education.

7.3 Modification of Leased Property; Liens

(a) Additions, Modifications and Improvements. The Board of Education shall, at its own expense, have the right to make, or cause to be made, additions, modifications and improvements to any portion of the Leased Property if such additions, modifications or improvements are necessary or beneficial for the use of such portion of the Leased Property. All

such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and Federal law.

Except as provided in this Article and except as the County may consent thereto, which consent shall not be unreasonably withheld, the Board of Education shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than the respective rights of the Board of Education and the County as herein provided. Except as provided in this Article, the Board of Education shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim for which it is responsible, if the same shall arise at any time; provided that the Board of Education may contest such liens, charges, encumbrances or claims if it desires to do so. The Board of Education shall reimburse the County for any expense incurred by the County in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

**ARTICLE VIII
DISCLAIMER OF WARRANTIES; OTHER COVENANTS**

8.1 Disclaimer of Warranties. THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE LEASED PROPERTY OR ANY PART THEREOF. In no event shall the County be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by any of them of any item, product or service provided herein.

8.2 Further Assurances; Corrective Instruments. The Board of Education and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

8.3 Board of Education and County Representatives. Whenever under the provisions hereof the approval of the Board of Education or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Board of Education by the Board of Education Representative and for the County by the County Representative, and the Board of Education and the County shall be authorized to act on such approval or request.

8.4 Compliance With Requirements. During the Lease Term, the Board of Education and the Board of Education and the County shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Facilities or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies' written policies covering the Facilities or any portion thereof.

**ARTICLE IX
TITLE TO LEASED PROPERTY**

LIMITATIONS ON ENCUMBRANCES

9.1 Title to Leased Property. Except for personal property purchased by the Board of Education at its own expense, title to the Leased Property and any and all additions and modifications to or replacements of any portion of the Leased Property shall be held in the County's name, subject only to Permitted Encumbrances, (a) the occurrence of any event of damage, destruction, condemnation or construction or title defect, or (b) the violation by the County of any provision of this Lease.

The Board of Education shall have no right, title or interest in the Leased Property or any additions and modifications to or replacements of any portion of the Leased Property except as expressly set forth in this Lease.

ARTICLE X ASSIGNMENT, SUBLEASING, AND INDEMNIFICATION

10.1 Board of Education's Assignment and Subleasing. The Board of Education may not sublease the Leased Property, in whole or in part, without the consent of the County.

10.2 Indemnification. To the extent permitted by law, the Board of Education shall and hereby agrees to indemnify and save the County harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the operation or management of the Leased Property by the Board of Education during the Lease Term, including any arising from: (a) any condition of the Leased Property; (b) any act of negligence of the Board of Education or of any of its agents, contractors or employees or any violation of law by the Board of Education or breach of any covenant or warranty by the Board of Education hereunder; or (c) the incurrence of any cost or expense in connection with the acquisition and construction of the Facilities in excess of the monies available therefor.

ARTICLE XI EVENTS OF DEFAULT

11.1 Events of Default. The following shall be "Events of Default" under this Lease, and the term "Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

(a) The Board of Education's failure to make any payments hereunder when due after a 60-day opportunity to cure;

(b) The Board of Education's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the Board of Education by the County, unless the County shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the County shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Board of Education within the applicable period and diligently pursued until such failure is corrected; and further provided that if by reason of Force Majeure the Board of Education is unable in whole or in part to carry out any of its agreements contained herein (other than its obligations contained in Sections 6.2 or 7.1), the Board of Education shall not be deemed in default during the continuance of such event or occurrence.

11.2 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the County may take one or any combination of the following remedial steps:

(a) Collect damages;

(b) Have reasonable access to and inspect, examine and make copies of the Board of Education's books, records and accounts during the Board of Education's regular business hours, if reasonably necessary in the County's opinion.

**ARTICLE XII
MISCELLANEOUS**

12.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows:

(a) If intended for the County, addressed to it at the following address:

Cabarrus County Governmental Center
P.O. Box 707
Concord, NC 28026-0707
Attention: County Manager

(b) If intended for the Board of Education, addressed to it at the following address:

Cabarrus County Board of Education
P.O. Box 388
Concord, NC 28026-0388
Attention: Superintendent

12.2 Binding Effect. This Lease shall be binding upon and inure to the benefit of the Board of Education and the County, subject, however, to the limitations contained in Article XI. The terms and provisions of this Lease supersede entirely the terms and provisions of any other existing lease(s) between the County and the Board of Education regarding the Site.

12.3 Amendments, Changes and Modifications. This Lease may only be amended, changed, modified or altered by a writing signed by both parties.

12.4 Net Lease. This Lease shall be deemed and construed to be a "net lease" and the Board of Education shall pay absolutely net during the Lease Term all other payments required hereunder, free of any deductions and without abatement or setoff.

12.5 Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right as provided in this Lease shall not be a Business Day, such payment may be made or act performed or right exercised on the next day that is a Business Day with the same force and effect as if done on the nominal date provided in this Lease.

12.6 Severability. In the event that any provision of this Lease, other than the requirement of the County to provide quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12.7 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

12.8 Conflict of Laws. This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina.

12.9 Captions. The captions or headings herein are for convenience offered and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

12.10 Memorandum of Lease. At the request of either party, the County and the Board of Education may, on or before the Closing Date, execute a memorandum of this Lease legally sufficient to comply with the relevant provisions of the North Carolina General Statutes.

[Signatures begin on next page]

IN WITNESS, the parties hereto have caused this Lease to be executed in their corporate names by their duly authorized officers, all as of the day and year acknowledged.

CABARRUS COUNTY, NORTH CAROLINA

By: _____
Chair, Board of Commissioners

ATTEST:

Clerk, Board of Commissioners

This instrument has been pre-audited in the manner required by the Budget and the Fiscal Control Act.

Finance Director

NORTH CAROLINA
CABARRUS COUNTY

I, _____, a Notary Public in and for said County and State, certify that _____ personally came before me this day and acknowledged that she is Clerk to the Cabarrus County Board of Commissioners, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and notarial seal, this ____ day of _____, 2024.

Notary Public

My commission expires: _____

CABARRUS COUNTY BOARD OF EDUCATION

By _____
Chairperson

ATTEST:

Secretary

NORTH CAROLINA
CABARRUS COUNTY

I, _____, a Notary Public in and for said County and State, certify that _____ personally came before me this day and acknowledged that he is Secretary to the Cabarrus County Board of Education, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal, and attested by himself as its Clerk.

WITNESS my hand and notarial seal, this ____ day of _____, 2024.

Notary Public

My commission expires: _____

Exhibit A

[Insert legal description of the Site]

NORTH CAROLINA

CABARRUS COUNTY

**LEASE – OPPORTUNITY
SCHOOL**

THIS LEASE is entered into by and between CABARRUS COUNTY, NORTH CAROLINA, a public body politic and a political subdivision of the State of North Carolina, as Lessor (the “County”), and the CABARRUS COUNTY BOARD OF EDUCATION, a body politic and school administrative unit duly organized and existing under the laws of the State of North Carolina, as Lessee (the “Board of Education”);

WITNESSETH:

The County and the Board of Education have previously determined to cooperate in a plan for the construction and financing of improvements upon real property for certain public-school facilities which each has found to be necessary and desirable to provide for improved public education in the County.

Included in that plan are improvements to various schools, one of which is the property shown on Exhibit A (the “Site”).

In furtherance of this plan to provide for improved public-school facilities for County residents, the County proposes to lease the Site, and the Board of Education has determined to accept such lease.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

**ARTICLE I
DEFINITIONS; RULE OF CONSTRUCTION**

The following terms will have the meanings specified below, unless the context clearly requires otherwise:

“Event of Default” means one or more events of default as defined in Section 12.1.

“Lease” means this Lease, as it may be duly amended.

“Lease Term” means the term of this Lease as determined pursuant to Article IV.

“Lease Year” initially means from November 15, 2024, through November 15, 2044, and thereafter means the 12-month period of each year commencing on January 1 and ending the next December 31.

“Board of Education Representative” means any of the person or persons at the time designated by a written certificate furnished to the County and signed on the Board of Education’s behalf by its Chairman to act on the Board of Education’s behalf for the purpose of performing any act under this Lease.

All references to articles or sections are references to articles or sections of this Lease, unless the context clearly indicates otherwise.

**ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES**

The County and the Board of Education each represent, covenant and warrant for the other’s benefit as follows:

(1) Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions nor the consummation of the transactions contemplated hereby results in a breach of the terms, conditions and provisions of any agreement or instrument to which either is nor a party or by which either is bound, or constitutes a default under any of the foregoing.

(2) To the knowledge of each party there is no litigation or proceeding pending or threatened against such party (or against any other person) affecting the rights of such party to execute or deliver this Lease or to comply with its obligations under this Lease. Neither the execution and delivery of this Lease by such party nor compliance by such party of its obligations under this Lease requires the approval of any regulatory body or any other entity, the approval of which has not been obtained.

(3) The parties to this Lease acknowledge that in the future the County may be required to obtain financing on this Lease Property and agree that this Lease or any extension of it shall be subordinated to such financing.

**ARTICLE III
DEMISING CLAUSE**

The County hereby leases the Facilities and the Site (the “Leased Property”) to the Board of Education, and the Board of Education hereby leases the Leased Property from the County, in accordance with the provisions of this Lease, to have and to hold for the Lease Term.

**ARTICLE IV
LEASE TERM**

4.1 Commencement. The Lease Term shall commence on November 15, 2024 and end on November 15, 2044.

4.2 Termination. The Lease Term shall terminate upon the earlier of either of the following events:

- (a) Purchase of the Leased Property by the Board; or
- (b) An Event of Default and termination by the County pursuant to Article XI.

Termination of the Lease Term shall terminate all the County's obligations under this Lease and shall terminate the Board of Education's rights of possession under this Lease, but all other provisions of this Lease, including the receipt and disbursement of funds, shall be continuing until the Financial Contract is discharged as provided herein.

**ARTICLE V
QUIET ENJOYMENT; PURCHASE OPTIONS**

5.1 Quiet Enjoyment. The County hereby covenants that the Board of Education shall, during the Lease Term, peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease. The County shall not interfere with the quiet use and enjoyment of the Leased Property during the Lease Term. The County shall, at the Board of Education's request and the County's cost, join and cooperate fully in any legal action in which the Board of Education asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the Board of Education may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property, and shall be joined (to the extent legally possible, and at the Board of Education's expense) in any action affecting its liabilities hereunder.

5.2 Purchase Option. The Board of Education shall have the option to purchase the Leased Property in whole but not in part at the end of the Lease Term upon payment to the County of a purchase option price of One Dollar (\$1.00). The Board of Education shall notify the County of its exercising of this option within fifteen (15) days after the end of the Lease Term, and within forty-five (45) days thereafter the County shall execute and deliver all necessary documents conveying to the Board of Education good and marketable title to the Leased Property, subject only to (a) encumbrances referenced in the title insurance binder and (b) any encumbrances or imperfection caused by or attributable to the Board of Education.

**ARTICLE VI
CONSIDERATON FOR LEASE**

6.1 Use as School; Assumption of Obligations. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the Board of Education hereby agrees to use the Leased Property for public school purposes in fulfillment of its obligation, shared by the County, to provide for elementary and secondary education in the County. In addition, in consideration of its rights under this Lease, the Board of Education undertake the obligations imposed on it hereunder, including those imposed by Section 7.1.

6.2 Payments. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the Board of Education hereby agrees to pay to the County annual rent in the amount of One Dollar (\$1.00) payable in advance on the Closing Date (receipt of which is hereby acknowledged) and on the first day of each Lease Year thereafter. The County and the Board of Education acknowledge their understanding that although the County's providing the Leased Property to the Board of Education for use is of substantial value to the Board of

Education, any payment by the Board of Education of a market value rent would represent simply an accounting transaction, because the Board of Education's funding is primarily provided through the County.

**ARTICLE VIII
CONSTRUCTION AND OTHER ACCOMPLISHMENT OF
SCHOOL FACILITY AND CERTAIN RELATED COVENANTS**

7.1 Construction and Other Accomplishment of the Facilities. The County has provided in the Agency Agreement for the construction and other accomplishment of the Facilities by the Board of Education as the County's agent. The Board of Education represents that it has reviewed all provisions concerning the construction and other accomplishment of the Facilities and hereby approves such provisions. The Board of Education shall take possession of the Leased Property on the date of delivery of this Lease. Title to the Leased Property shall be held by the County, subject only to Permitted Encumbrances.

7.2 Maintenance, Repair, Taxes and Assessments.

(a) Maintenance Repair. The Board of Education shall use, or cause to be used, the Leased Property in a careful and proper manner, in compliance with all applicable laws and regulations and, at its sole expense, shall service, repair, maintain and insure, or cause to be serviced, repaired, maintained and insured, the Leased Property so as to keep the Leased Property in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted.

(b) Taxes and Assessments. The Board of Education shall also pay, or cause to be paid, all taxes and assessments, including, but not limited to, utility charges, of any type or nature, levied, assessed or charged against any portion of the Leased Property, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Board of Education shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) Contests. The Board of Education may, at its sole expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and if any such contest occurs, may permit the taxes, assessments, utility and other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; but before such non-payment, it shall furnish the County with the opinion of a counsel, acceptable to the County, to the effect that by non-payment of any such items, the interest of the County in the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. The County will cooperate fully in such contest on the request and at the expense of the Board of Education.

7.3 Modification of Leased Property; Liens

(a) Additions, Modifications and Improvements. The Board of Education shall, at its own expense, have the right to make, or cause to be made, additions, modifications and improvements to any portion of the Leased Property if such additions, modifications or improvements are necessary or beneficial for the use of such portion of the Leased Property. All

such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and Federal law.

Except as provided in this Article and except as the County may consent thereto, which consent shall not be unreasonably withheld, the Board of Education shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than the respective rights of the Board of Education and the County as herein provided. Except as provided in this Article, the Board of Education shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim for which it is responsible, if the same shall arise at any time; provided that the Board of Education may contest such liens, charges, encumbrances or claims if it desires to do so. The Board of Education shall reimburse the County for any expense incurred by the County in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

**ARTICLE VIII
DISCLAIMER OF WARRANTIES; OTHER COVENANTS**

8.1 Disclaimer of Warranties. THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE LEASED PROPERTY OR ANY PART THEREOF. In no event shall the County be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by any of them of any item, product or service provided herein.

8.2 Further Assurances; Corrective Instruments. The Board of Education and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

8.3 Board of Education and County Representatives. Whenever under the provisions hereof the approval of the Board of Education or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Board of Education by the Board of Education Representative and for the County by the County Representative, and the Board of Education and the County shall be authorized to act on such approval or request.

8.4 Compliance With Requirements. During the Lease Term, the Board of Education and the Board of Education and the County shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Facilities or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies' written policies covering the Facilities or any portion thereof.

**ARTICLE IX
TITLE TO LEASED PROPERTY**

LIMITATIONS ON ENCUMBRANCES

9.1 Title to Leased Property. Except for personal property purchased by the Board of Education at its own expense, title to the Leased Property and any and all additions and modifications to or replacements of any portion of the Leased Property shall be held in the County's name, subject only to Permitted Encumbrances, (a) the occurrence of any event of damage, destruction, condemnation or construction or title defect, or (b) the violation by the County of any provision of this Lease.

The Board of Education shall have no right, title or interest in the Leased Property or any additions and modifications to or replacements of any portion of the Leased Property except as expressly set forth in this Lease.

ARTICLE X ASSIGNMENT, SUBLEASING, AND INDEMNIFICATION

10.1 Board of Education's Assignment and Subleasing. The Board of Education may not sublease the Leased Property, in whole or in part, without the consent of the County.

10.2 Indemnification. To the extent permitted by law, the Board of Education shall and hereby agrees to indemnify and save the County harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the operation or management of the Leased Property by the Board of Education during the Lease Term, including any arising from: (a) any condition of the Leased Property; (b) any act of negligence of the Board of Education or of any of its agents, contractors or employees or any violation of law by the Board of Education or breach of any covenant or warranty by the Board of Education hereunder; or (c) the incurrence of any cost or expense in connection with the acquisition and construction of the Facilities in excess of the monies available therefor.

ARTICLE XI EVENTS OF DEFAULT

11.1 Events of Default. The following shall be "Events of Default" under this Lease, and the term "Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

(a) The Board of Education's failure to make any payments hereunder when due after a 60-day opportunity to cure;

(b) The Board of Education's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the Board of Education by the County, unless the County shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the County shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Board of Education within the applicable period and diligently pursued until such failure is corrected; and further provided that if by reason of Force Majeure the Board of Education is unable in whole or in part to carry out any of its agreements contained herein (other than its obligations contained in Sections 6.2 or 7.1), the Board of Education shall not be deemed in default during the continuance of such event or occurrence.

11.2 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the County may take one or any combination of the following remedial steps:

(a) Collect damages;

(b) Have reasonable access to and inspect, examine and make copies of the Board of Education's books, records and accounts during the Board of Education's regular business hours, if reasonably necessary in the County's opinion.

**ARTICLE XII
MISCELLANEOUS**

12.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows:

(a) If intended for the County, addressed to it at the following address:

Cabarrus County Governmental Center
P.O. Box 707
Concord, NC 28026-0707
Attention: County Manager

(b) If intended for the Board of Education, addressed to it at the following address:

Cabarrus County Board of Education
P.O. Box 388
Concord, NC 28026-0388
Attention: Superintendent

12.2 Binding Effect. This Lease shall be binding upon and inure to the benefit of the Board of Education and the County, subject, however, to the limitations contained in Article XI. The terms and provisions of this Lease supersede entirely the terms and provisions of any other existing lease(s) between the County and the Board of Education regarding the Site.

12.3 Amendments, Changes and Modifications. This Lease may only be amended, changed, modified or altered by a writing signed by both parties.

12.4 Net Lease. This Lease shall be deemed and construed to be a "net lease" and the Board of Education shall pay absolutely net during the Lease Term all other payments required hereunder, free of any deductions and without abatement or setoff.

12.5 Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right as provided in this Lease shall not be a Business Day, such payment may be made or act performed or right exercised on the next day that is a Business Day with the same force and effect as if done on the nominal date provided in this Lease.

12.6 Severability. In the event that any provision of this Lease, other than the requirement of the County to provide quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12.7 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

12.8 Conflict of Laws. This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina.

12.9 Captions. The captions or headings herein are for convenience offered and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

12.10 Memorandum of Lease. At the request of either party, the County and the Board of Education may, on or before the Closing Date, execute a memorandum of this Lease legally sufficient to comply with the relevant provisions of the North Carolina General Statutes.

[Signatures begin on next page]

IN WITNESS, the parties hereto have caused this Lease to be executed in their corporate names by their duly authorized officers, all as of the day and year acknowledged.

CABARRUS COUNTY, NORTH CAROLINA

By: _____
Chair, Board of Commissioners

ATTEST:

Clerk, Board of Commissioners

This instrument has been pre-audited in the manner required by the Budget and the Fiscal Control Act.

Finance Director

NORTH CAROLINA
CABARRUS COUNTY

I, _____, a Notary Public in and for said County and State, certify that _____ personally came before me this day and acknowledged that she is Clerk to the Cabarrus County Board of Commissioners, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and notarial seal, this ____ day of _____, 2024.

Notary Public

My commission expires: _____

CABARRUS COUNTY BOARD OF EDUCATION

By _____
Chairperson

ATTEST:

Secretary

NORTH CAROLINA
CABARRUS COUNTY

I, _____, a Notary Public in and for said County and State, certify that _____ personally came before me this day and acknowledged that he is Secretary to the Cabarrus County Board of Education, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal, and attested by himself as its Clerk.

WITNESS my hand and notarial seal, this ____ day of _____, 2024.

Notary Public

My commission expires: _____

Exhibit A

[Insert legal description of the Site]

NORTH CAROLINA

CABARRUS COUNTY

LEASE – Mary Frances Wall

THIS LEASE is entered into by and between CABARRUS COUNTY, NORTH CAROLINA, a public body politic and a political subdivision of the State of North Carolina, as Lessor (the “County”), and the CABARRUS COUNTY BOARD OF EDUCATION, a body politic and school administrative unit duly organized and existing under the laws of the State of North Carolina, as Lessee (the “Board of Education”);

WITNESSETH:

The County and the Board of Education have previously determined to cooperate in a plan for the construction and financing of improvements upon real property for certain public-school facilities which each has found to be necessary and desirable to provide for improved public education in the County.

Included in that plan are improvements to various schools, one of which is the property shown on Exhibit A (the “Site”).

In furtherance of this plan to provide for improved public-school facilities for County residents, the County proposes to lease the Site, and the Board of Education has determined to accept such lease.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

**ARTICLE I
DEFINITIONS; RULE OF CONSTRUCTION**

The following terms will have the meanings specified below, unless the context clearly requires otherwise:

“Event of Default” means one or more events of default as defined in Section 12.1.

“Lease” means this Lease, as it may be duly amended.

“Lease Term” means the term of this Lease as determined pursuant to Article IV.

“Lease Year” initially means from November 15, 2024, through November 15, 2044, and thereafter means the 12-month period of each year commencing on January 1 and ending the next December 31.

“Board of Education Representative” means any of the person or persons at the time designated by a written certificate furnished to the County and signed on the Board of Education’s behalf by its Chairman to act on the Board of Education’s behalf for the purpose of performing any act under this Lease.

All references to articles or sections are references to articles or sections of this Lease, unless the context clearly indicates otherwise.

**ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES**

The County and the Board of Education each represent, covenant and warrant for the other’s benefit as follows:

(1) Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions nor the consummation of the transactions contemplated hereby results in a breach of the terms, conditions and provisions of any agreement or instrument to which either is nor a party or by which either is bound, or constitutes a default under any of the foregoing.

(2) To the knowledge of each party there is no litigation or proceeding pending or threatened against such party (or against any other person) affecting the rights of such party to execute or deliver this Lease or to comply with its obligations under this Lease. Neither the execution and delivery of this Lease by such party nor compliance by such party of its obligations under this Lease requires the approval of any regulatory body or any other entity, the approval of which has not been obtained.

(3) The parties to this Lease acknowledge that in the future the County may be required to obtain financing on this Lease Property and agree that this Lease or any extension of it shall be subordinated to such financing.

**ARTICLE III
DEMISING CLAUSE**

The County hereby leases the Facilities and the Site (the “Leased Property”) to the Board of Education, and the Board of Education hereby leases the Leased Property from the County, in accordance with the provisions of this Lease, to have and to hold for the Lease Term.

**ARTICLE IV
LEASE TERM**

4.1 Commencement. The Lease Term shall commence on November 15, 2024 and end on November 15, 2044.

4.2 Termination. The Lease Term shall terminate upon the earlier of either of the following events:

(a) Purchase of the Leased Property by the Board; or

(b) An Event of Default and termination by the County pursuant to Article XI.

Termination of the Lease Term shall terminate all the County's obligations under this Lease and shall terminate the Board of Education's rights of possession under this Lease, but all other provisions of this Lease, including the receipt and disbursement of funds, shall be continuing until the Financial Contract is discharged as provided herein.

ARTICLE V QUIET ENJOYMENT; PURCHASE OPTIONS

5.1 Quiet Enjoyment. The County hereby covenants that the Board of Education shall, during the Lease Term, peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease. The County shall not interfere with the quiet use and enjoyment of the Leased Property during the Lease Term. The County shall, at the Board of Education's request and the County's cost, join and cooperate fully in any legal action in which the Board of Education asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the Board of Education may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property, and shall be joined (to the extent legally possible, and at the Board of Education's expense) in any action affecting its liabilities hereunder.

5.2 Purchase Option. The Board of Education shall have the option to purchase the Leased Property in whole but not in part at the end of the Lease Term upon payment to the County of a purchase option price of One Dollar (\$1.00). The Board of Education shall notify the County of its exercising of this option within fifteen (15) days after the end of the Lease Term, and within forty-five (45) days thereafter the County shall execute and deliver all necessary documents conveying to the Board of Education good and marketable title to the Leased Property, subject only to (a) encumbrances referenced in the title insurance binder and (b) any encumbrances or imperfection caused by or attributable to the Board of Education.

ARTICLE VI CONSIDERATION FOR LEASE

6.1 Use as School; Assumption of Obligations. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the Board of Education hereby agrees to use the Leased Property for public school purposes in fulfillment of its obligation, shared by the County, to provide for elementary and secondary education in the County. In addition, in consideration of its rights under this Lease, the Board of Education undertake the obligations imposed on it hereunder, including those imposed by Section 7.1.

6.2 Payments. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the Board of Education hereby agrees to pay to the County annual rent in the amount of One Dollar (\$1.00) payable in advance on the Closing Date (receipt of which is hereby acknowledged) and on the first day of each Lease Year thereafter. The County and the Board of Education acknowledge their understanding that although the County's providing the Leased Property to the Board of Education for use is of substantial value to the Board of Education, any payment by the Board of Education of a market value rent would represent simply an

accounting transaction, because the Board of Education's funding is primarily provided through the County.

**ARTICLE VIII
CONSTRUCTION AND OTHER ACCOMPLISHMENT OF
SCHOOL FACILITY AND CERTAIN RELATED COVENANTS**

7.1 Construction and Other Accomplishment of the Facilities. The County has provided in the Agency Agreement for the construction and other accomplishment of the Facilities by the Board of Education as the County's agent. The Board of Education represents that it has reviewed all provisions concerning the construction and other accomplishment of the Facilities and hereby approves such provisions. The Board of Education shall take possession of the Leased Property on the date of delivery of this Lease. Title to the Leased Property shall be held by the County, subject only to Permitted Encumbrances.

7.2 Maintenance, Repair, Taxes and Assessments.

(a) Maintenance Repair. The Board of Education shall use, or cause to be used, the Leased Property in a careful and proper manner, in compliance with all applicable laws and regulations and, at its sole expense, shall service, repair, maintain and insure, or cause to be serviced, repaired, maintained and insured, the Leased Property so as to keep the Leased Property in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted.

(b) Taxes and Assessments. The Board of Education shall also pay, or cause to be paid, all taxes and assessments, including, but not limited to, utility charges, of any type or nature, levied, assessed or charged against any portion of the Leased Property, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Board of Education shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) Contests. The Board of Education may, at its sole expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and if any such contest occurs, may permit the taxes, assessments, utility and other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; but before such non-payment, it shall furnish the County with the opinion of a counsel, acceptable to the County, to the effect that by non-payment of any such items, the interest of the County in the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. The County will cooperate fully in such contest on the request and at the expense of the Board of Education.

7.3 Modification of Leased Property; Liens

(a) Additions, Modifications and Improvements. The Board of Education shall, at its own expense, have the right to make, or cause to be made, additions, modifications and improvements to any portion of the Leased Property if such additions, modifications or improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased

Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and Federal law.

Except as provided in this Article and except as the County may consent thereto, which consent shall not be unreasonably withheld, the Board of Education shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than the respective rights of the Board of Education and the County as herein provided. Except as provided in this Article, the Board of Education shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim for which it is responsible, if the same shall arise at any time; provided that the Board of Education may contest such liens, charges, encumbrances or claims if it desires to do so. The Board of Education shall reimburse the County for any expense incurred by the County in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

**ARTICLE VIII
DISCLAIMER OF WARRANTIES; OTHER COVENANTS**

8.1 Disclaimer of Warranties. THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE LEASED PROPERTY OR ANY PART THEREOF. In no event shall the County be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by any of them of any item, product or service provided herein.

8.2 Further Assurances; Corrective Instruments. The Board of Education and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

8.3 Board of Education and County Representatives. Whenever under the provisions hereof the approval of the Board of Education or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Board of Education by the Board of Education Representative and for the County by the County Representative, and the Board of Education and the County shall be authorized to act on such approval or request.

8.4 Compliance With Requirements. During the Lease Term, the Board of Education and the Board of Education and the County shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Facilities or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies' written policies covering the Facilities or any portion thereof.

**ARTICLE IX
TITLE TO LEASED PROPERTY
LIMITATIONS ON ENCUMBRANCES**

9.1 Title to Leased Property. Except for personal property purchased by the Board of Education at its own expense, title to the Leased Property and any and all additions and modifications to or replacements of any portion of the Leased Property shall be held in the County's name, subject only to Permitted Encumbrances, (a) the occurrence of any event of damage, destruction, condemnation or construction or title defect, or (b) the violation by the County of any provision of this Lease.

The Board of Education shall have no right, title or interest in the Leased Property or any additions and modifications to or replacements of any portion of the Leased Property except as expressly set forth in this Lease.

ARTICLE X ASSIGNMENT, SUBLEASING, AND INDEMNIFICATION

10.1 Board of Education's Assignment and Subleasing. The Board of Education may not sublease the Leased Property, in whole or in part, without the consent of the County.

10.2 Indemnification. To the extent permitted by law, the Board of Education shall and hereby agrees to indemnify and save the County harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the operation or management of the Leased Property by the Board of Education during the Lease Term, including any arising from: (a) any condition of the Leased Property; (b) any act of negligence of the Board of Education or of any of its agents, contractors or employees or any violation of law by the Board of Education or breach of any covenant or warranty by the Board of Education hereunder; or (c) the incurrence of any cost or expense in connection with the acquisition and construction of the Facilities in excess of the monies available therefor.

ARTICLE XI EVENTS OF DEFAULT

11.1 Events of Default. The following shall be "Events of Default" under this Lease, and the term "Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

(a) The Board of Education's failure to make any payments hereunder when due after a 60-day opportunity to cure;

(b) The Board of Education's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the Board of Education by the County, unless the County shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the County shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Board of Education within the applicable period and diligently pursued until such failure is corrected; and further provided that if by reason of Force Majeure the Board of Education is unable in whole or in part to carry out any of its agreements contained herein (other than its obligations contained in Sections 6.2 or 7.1), the Board of Education shall not be deemed in default during the continuance of such event or occurrence.

11.2 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the County may take one or any combination of the following remedial steps:

(a) Collect damages;

(b) Have reasonable access to and inspect, examine and make copies of the Board of Education's books, records and accounts during the Board of Education's regular business hours, if reasonably necessary in the County's opinion.

ARTICLE XII MISCELLANEOUS

12.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows:

(a) If intended for the County, addressed to it at the following address:

Cabarrus County Governmental Center
P.O. Box 707
Concord, NC 28026-0707
Attention: County Manager

(b) If intended for the Board of Education, addressed to it at the following address:

Cabarrus County Board of Education
P.O. Box 388
Concord, NC 28026-0388
Attention: Superintendent

12.2 Binding Effect. This Lease shall be binding upon and inure to the benefit of the Board of Education and the County, subject, however, to the limitations contained in Article XI. The terms and provisions of this Lease supersede entirely the terms and provisions of any other existing lease(s) between the County and the Board of Education regarding the Site.

12.3 Amendments, Changes and Modifications. This Lease may only be amended, changed, modified or altered by a writing signed by both parties.

12.4 Net Lease. This Lease shall be deemed and construed to be a "net lease" and the Board of Education shall pay absolutely net during the Lease Term all other payments required hereunder, free of any deductions and without abatement or setoff.

12.5 Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right as provided in this Lease shall not be a Business Day, such payment may be made or act performed or right exercised on the next day that is a Business Day with the same force and effect as if done on the nominal date provided in this Lease.

12.6 Severability. In the event that any provision of this Lease, other than the requirement of the County to provide quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12.7 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

12.8 Conflict of Laws. This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina.

12.9 Captions. The captions or headings herein are for convenience offered and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

12.10 Memorandum of Lease. At the request of either party, the County and the Board of Education may, on or before the Closing Date, execute a memorandum of this Lease legally sufficient to comply with the relevant provisions of the North Carolina General Statutes.

[Signatures begin on next page]

IN WITNESS, the parties hereto have caused this Lease to be executed in their corporate names by their duly authorized officers, all as of the day and year acknowledged.

CABARRUS COUNTY, NORTH CAROLINA

By: _____
Chair, Board of Commissioners

ATTEST:

Clerk, Board of Commissioners

This instrument has been pre-audited in the manner required by the Budget and the Fiscal Control Act.

Finance Director

NORTH CAROLINA
CABARRUS COUNTY

I, _____, a Notary Public in and for said County and State, certify that _____ personally came before me this day and acknowledged that she is Clerk to the Cabarrus County Board of Commissioners, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and notarial seal, this ____ day of _____, 2024.

Notary Public

My commission expires: _____

CABARRUS COUNTY BOARD OF EDUCATION

By _____
Chairperson

ATTEST:

Secretary

NORTH CAROLINA
CABARRUS COUNTY

I, _____, a Notary Public in and for said County and State, certify that _____ personally came before me this day and acknowledged that he is Secretary to the Cabarrus County Board of Education, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal, and attested by himself as its Clerk.

WITNESS my hand and notarial seal, this ____ day of _____, 2024.

Notary Public

My commission expires: _____

Exhibit A

[Insert legal description of the Site]

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Sewer Easement on JM Robinson Property

BRIEF SUMMARY:

Morris Industrial has requested a seven square foot easement on the JM Robinson High School property to accommodate a sanitary sewer connection. Cabarrus County Schools staff have reviewed the proposal and it is currently being considered for Board of Education action.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve the contract between Cabarrus County and Morris Industrial, LLC; 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:

Kelly Sifford, AICP
Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Easement agreement
- ▣ Deed

This instrument was prepared by:

Alexander Ricks PLLC
1420 E. 7th Street, Suite 100
Charlotte, North Carolina 28204

SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT (this “**Agreement**”) is made as of the ____ day of December, 2024, by and between **MORRIS INDUSTRIAL, LLC**, a Delaware limited liability company (“**Grantee**”), and **CABARRUS COUNTY**, a body politic (“**Grantor**”).

BACKGROUND:

A. Grantee is the owner of fee simple title to that certain tract of real property located in Cabarrus County, North Carolina, and described on Exhibit A attached hereto and incorporated herein by reference (“**Grantee Parcel**”), such Grantee Parcel being commonly known as Cabarrus County PIN 55093005800000. The owner of fee simple title (from time to time) to the Grantee Parcel shall be referred to herein as the “**Grantee Parcel Owner**”.

B. Grantor is the owner of fee simple title to that certain tract of real property located in Cabarrus County, North Carolina, and described on Exhibit B attached hereto and incorporated herein by reference (the “**Grantor Parcel**”), such Grantor Parcel being commonly known as Cabarrus County PIN 55094057000000. The owner of fee simple title (from time to time) to the Grantor Parcel shall be referred to herein as the “**Grantor Parcel Owner**”.

C. Grantee Parcel Owner desires to construct and install upon a portion of the Grantor Parcel a sanitary sewer line or lines (collectively, the “**Sewer Line**”) within the area shown or depicted on Exhibit C attached hereto as “Sanitary Sewer Easement” (the “**Sewer Easement Area**”).

D. The parties hereto also desire to establish and create, as an appurtenance to the Grantee Parcel, certain perpetual sewer line access easement rights over, across and through the Sewer Easement Area and the Sewer Line to be constructed therein upon the Grantor Parcel.

E. The parties hereto also desire to establish and create, as an appurtenance to the Grantee Parcel, certain temporary construction easement rights relative to the initial construction and installation of the Sewer Line.

NOW, THEREFORE, in consideration of the agreements herein contained, the parties hereto hereby agree as follows:

1. Sewer Easement.

a. Grant of Easement. Unless and until such time as the Sewer Line is publicly dedicated in accordance with Section 2(c) hereof, and the dedication is accepted by the applicable governmental entity, Grantor Parcel Owner hereby grants to Grantee Parcel Owner a permanent easement over, across and through the Sewer Easement Area for the purposes of using the Sewer Line for sanitary sewer use and providing sanitary sewer access from the Grantee Parcel to the Sewer Line (the "**Sewer Easement**").

b. Sewer Line Maintenance Work. Unless and until such time as the Sewer Line is publicly dedicated in accordance with Section 2(c) hereof, and the dedication is accepted by the applicable governmental entity, the Grantee Parcel Owner shall be responsible, at its sole cost and expense, for the operation, inspection, maintenance, replacement and repair of the Sewer Line (collectively, the "**Sewer Line Maintenance Work**") necessary to keep it in good working order. Accordingly, the Grantor Parcel Owner hereby establishes and grants to the Grantee Parcel Owner an easement over and across those portions of the Grantor Parcel as shall be reasonably necessary to perform the Sewer Line Maintenance Work from time to time; provided, however, the Grantee Parcel Owner shall give the Grantor Parcel Owner reasonable notice prior to performing any Sewer Line Maintenance Work and to coordinate such Sewer Line Maintenance Work with Grantor Parcel Owner as shall be reasonably necessary to minimize disruption to any uses, events or activities taking place upon the Grantor Parcel. Notwithstanding the foregoing, in the event of an emergency, the Grantee Parcel Owner shall have the right to immediately perform the Sewer Line Maintenance Work, provided that the Grantee Parcel Owner shall promptly notify the Grantor Parcel Owner of such action. Notices under this Agreement may be given to the Grantor Parcel Owner at the address of the Grantor Parcel Owner or to the Grantee Parcel Owner at the address of the Grantee Parcel Owner as shown on Cabarrus County, North Carolina ad valorem real property tax records.

c. Public Dedication of Sewer Line. The Grantee Parcel Owner shall have the right, in its discretion, to publicly dedicate the Sewer Line and/or the Sewer Easement Area. In connection therewith, Grantor Parcel Owner agrees to sign and deliver, within ten (10) days after the Grantee Parcel Owner's request, each plat, deed of dedication, or other instrument related to dedicating the Sewer Easement Area that Grantee Parcel Owner and/or the applicable governmental authority accepting the Sewer Easement Area requests, and to otherwise cooperate with publicly dedicating the Sewer Easement Area.

d. Repairs. The Grantee Parcel Owner shall repair any damage to the Grantor Parcel resulting from the use of the Sewer Line and/or the Sewer Easement Area, including, but not limited to, the Sewer Line Maintenance Work, by the Grantee Parcel Owner and its contractors, subcontractors, agents, employees, consultants and other representatives.

2. Severability. Should any provision hereof be declared invalid by legislative, administrative or judicial body, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

3. Amendment to Agreement. This Agreement may be amended only by a written agreement executed by the Grantor Parcel Owner and the Grantee Parcel Owner.

4. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original when executed by both parties hereto.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

6. Covenants Run with the Land. The terms of this Agreement and all easements established by this Agreement shall constitute covenants running with, and shall be appurtenant to, the Grantor Parcel and Grantee Parcel. All terms of this Agreement and all easements established by this Agreement shall inure to the benefit of and be binding upon the parties which have an interest in the benefited or burdened land and their respective successors and assigns in title.

7. Authority. Grantor and Grantee represent and warrant to each other and their successors and assigns that they are authorized to unilaterally execute and record this Agreement without the consent or joinder of any party, and that their respective parcels are not encumbered by a mortgage as of the date hereof.

8. No Liens. GRANTOR REPRESENTS THAT NO SUPERIOR DEEDS OF TRUST, MORTGAGES, OR LIENS (OTHER THAN PROPERTY TAX LIENS FOR THE CURRENT TAX YEAR, PROPERTY TAX LIENS FOR ROLLBACK OR DEFERRED TAXES OR GOVERNMENTAL IMPROVEMENT ASSESSMENT LIENS) ENCUMBER OR AFFECT THE GRANTOR PROPERTY AT THE TIME OF THE EXECUTION AND RECORDING OF THIS AGREEMENT.

9. Indemnification and Insurance. Until such time that the Sewer Line has been accepted for public maintenance, Grantee Parcel Owner shall indemnify, defend, and hold harmless Grantor Parcel Owner from and against any and all losses, claims, actions, damages, liabilities, penalties, fines, or expenses, of whatsoever nature, including, without limitation, reasonable attorney's fees and costs on account of mechanics' lien claims, injury to persons, the death of any person, violations of any rule, regulation, ordinance or law or damages to property ("Claims") to the extent caused by Grantee Parcel Owner, its contractors, subcontractors, agents, employees, consultants and other representatives' negligence or willful misconduct during the exercise and use of the Sewer Easement and Temporary Construction Easement and any activities associated therewith, except to the extent any such Claims result from the negligence or wrongful acts or omissions of the Grantor Parcel Owner.

10. Compliance with Laws. All activities performed on the Grantor Parcel by Grantee Parcel Owner, its contractors, subcontractors, agents, employees, consultants and other representatives shall be in accordance and in compliance at all times with all applicable local, state and federal rules, regulations, ordinances and laws.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

[SIGNATURE PAGE TO SANITARY SEWER EASEMENT AGREEMENT]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

GRANTOR:

CABARRUS COUNTY

a body politic

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day as _____ of CABARRUS COUNTY, and acknowledged that s/he duly executed the foregoing instrument.

WITNESS my hand and notarial seal, this _____ day of _____, 2024.

Notary Public

My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO SANITARY SEWER EASEMENT AGREEMENT]

GRANTEE:

MORRIS INDUSTRIAL, LLC
a Delaware limited liability company

By: Morris Holdings JV, LLC
Its: Sole Member

By: TT Morris Industrial, LLC
Its: Manager

By: _____
Name: Scott C. Bortz
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, _____, a Notary Public for said County and State, do hereby certify that **Scott C. Bortz** personally appeared before me this day and executed the foregoing instrument in the following capacity: Manager of TT Morris Industrial, LLC, the Manager of Morris Holdings JV, LLC, the Sole Member of MORRIS INDUSTRIAL, LLC.

WITNESS my hand and notarial seal, this _____ day of _____, 2024.

Notary Public

My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A

LEGAL DESCRIPTION OF GRANTEE PARCEL

Lying and being situate in Cabarrus County, North Carolina, being more particularly described as follows:

BEING all of Lot C containing 42.28 acres as shown on that certain plat entitled "Recombination Plat TRIBEK - MORRIS TRACT INDUSTRIAL" recorded in Plat Book 102 at Pages 49-53, Cabarrus County Registry, North Carolina.

EXHIBIT B

LEGAL DESCRIPTION OF GRANTOR PARCEL

TRACT I:

That certain tract or parcel of land located in or near the City of Concord, Number 2 Township, Cabarrus County fronting on the western side of Pitts School Road and being more particularly described as follows:

BEGINNING at an iron pin in the Eastern margin of the paved portion of Pitts School Road, said point of BEGINNING being in the Southern line of the property of Peyton Pharr and Mary Lou Allred (now or formerly) (See Tax Pin #5509-41-5028; and also see Deed Book 1432 at Page 19, Tract 2, and Deed Book 1432 at Page 21, Tract 2); and also being the Northwestern front corner of the lands of C. Manley Caudle, Jr. and wife, Annette Caudle (now or formerly) (See Tax Pin #5509-50-6324; and also see Deed Book 1179 at Page 283); said point of BEGINNING also being South 70-33-44 West 23.00 feet from the Southeastern front corner of Peyton Pharr and Mary Lou Allred which is in the Eastern right of way of Pitts School Road; and runs thence with a line in the paved portion of Pitts School Road South 07-57-37 West 1232.18 feet to an iron pin in the line of CMS Development Company (now or formerly) (See Tax Pin #5508-46-1614; and also see Deed Book 618 at Page 204); thence with the Northern line of CMS Development Company North 83-07-27 West 928.04 feet to iron pipe; thence continuing with the line of CMS Development Company the following three (3) calls and distances: (1) South 80-22-59 West 262.44 feet to an axle; (2) North 67-43-46 West 181.03 feet to an iron pipe; (3) North 18-34-56 West 512.41 feet to a flat iron in the Southern line of Peyton Pharr and Mary Lou Allred as previously mentioned; thence with the Southern line of Peyton Pharr and Mary Lou Allred the following two (2) calls and distances: (1) North 69-23-57 East 247.53 feet to an axle; (2) North 70-33-44 East 1537.50 to an iron pin the point and place of BEGINNING, and containing 29.735 acres as shown on boundary survey titled "Boundary Survey of C.M. Roseman, Peyton Pharr and Mary Lou Allred Property" prepared by Concord Engineering and Surveying, Inc., and dated July 31, 1998, to which boundary survey reference is hereby made for a more particular description of the property.

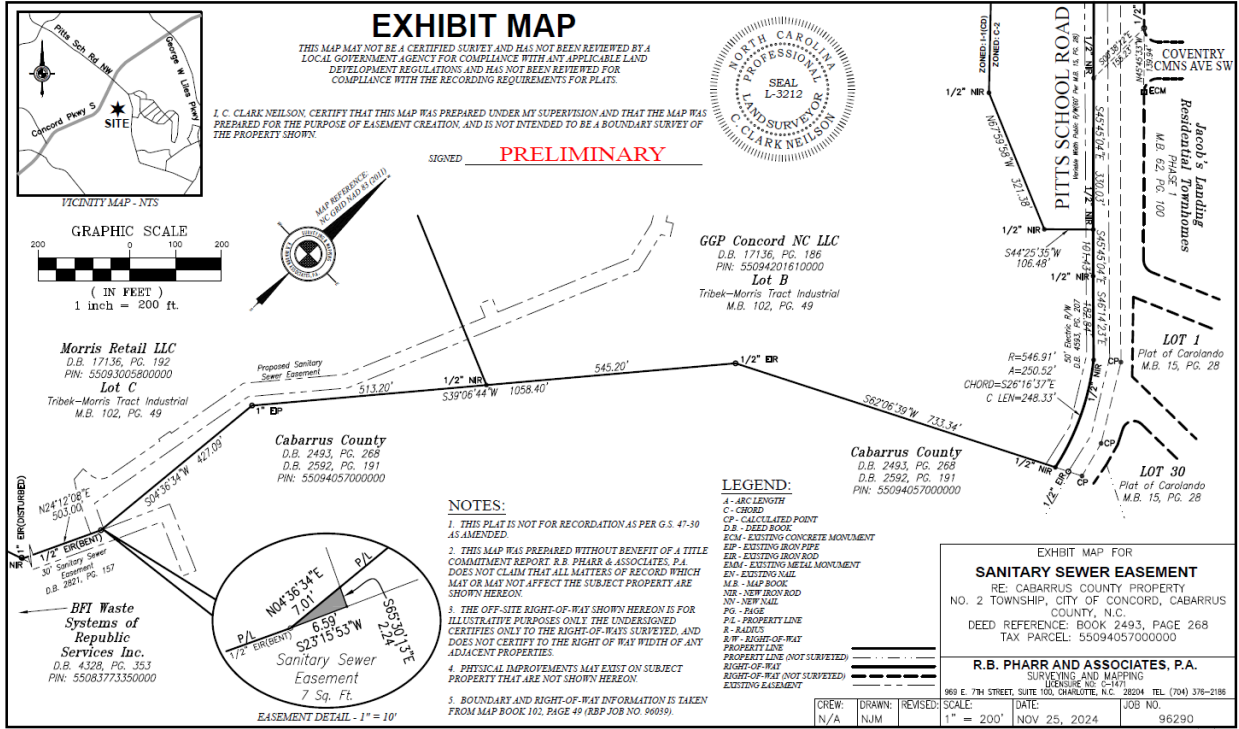
[CONT. ON NEXT PAGE]

TRACT II:

Lying and being in Cabarrus County, City of Concord, No. 2 Township, and beginning at a set iron pin within the right-of-way of Pitts School Road, said iron pin being the northeast corner of the property of C.M. Roseman and wife, Wilda F. Roseman (now or formerly – See Deed Book 390, Page 494); and running thence with the property line of said Roseman the two (2) following courses and distances: (1) South 70-33-44 West, 1537.50 feet to an existing iron pin (passing a set iron pin at 36.52 feet and an existing iron pin at 979.20 feet); and (2) South 69-23-57 West, 247.53 feet to an existing iron pin, a corner with the property of CMS Development Co. (now or formerly – See Deed Book 618, Page 204); running thence on a property line with said CMS Development Co., South 71-41-35 West, 299.93 feet to an existing iron pin, a corner with the property of Morris Family Limited Partnership (now or formerly – See Deed Book 1351, Page 125); running thence on six (6) courses and distances with the property lines of the Morris Family Limited Partnership as follows: (1) North 24-29-47 East, 503.00 feet to a set iron pin; (2) North 04-35-10 East, 427.00 feet to an existing iron pin; (3) North 39-06-39 East, 125.10 feet to an existing iron pin; (4) North 39-06-39 East, 600.45 feet to an existing iron pin; (5) North 39-06-39 East, 332.91 feet to an existing iron pin; and (6) North 62-06-55 East, 788.63 feet to a set iron pin (passing a set iron pin at 763.14 feet) in the centerline of Pitts School Road (said iron pin being located South 62-08-55 West, 20.28 feet from an existing iron pin located at NAD 83 Grid Coordinates: N=592119.3947 and E=1505129.4871); and running thence with the centerline of Pitts School Road and continuing beyond such centerline the following course and distance: **South 15-29-33 East, 1424.64 feet to an existing iron pin located on the south side of Pitts School Road; and running thence South 70-33-44 West, 23.00 feet to a set iron pin, the point and place of BEGINNING.** The foregoing description was taken from a plat of survey prepared by Concord Engineering and Surveying, Inc., dated July 31, 1998 (Job No. 98-07-08) and entitled “Boundary Survey of: C.M. Roseman, Peyton Pharr and Mary Lou Allred Property” and containing 47.865 acres, more or less. The above-described property is the same property as Tract 2 described in that certain deed recorded in Book 1432 at Page 21 of the Cabarrus County Registry, as taken from the above-mentioned updated plat of survey.

EXHIBIT C

MAP DEPICTING LOCATION OF SEWER EASEMENT AREA



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

019434

BOOK 2592 PAGE 191

CABARRUS COUNTY NC 07/08/1999
80.00
STATE OF NORTH CAROLINA
Real Estate Excise Tax

JUL 8 9 31 AM '99
CHARLES D. ROSS
REGISTER OF DEEDS
CABARRUS CO. N.C.

Excise Tax

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
Verified by County on the day of
by

Mail after recording to

This instrument was prepared by *Jill* Hartsell Hartsell & White, P.A. (David C. Williams)

Brief description for the Index

PIN # 5509-40-5700

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 21st day of June, 1999, by and between

GRANTOR

GRANTEE

CABARRUS COUNTY BOARD OF EDUCATION,
A BODY POLITIC

CABARRUS COUNTY,
A BODY POLITIC

P.O. BOX 707
CONCORD, NORTH CAROLINA 28026-0707

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

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____ Township,

Cabarrus County, North Carolina and more particularly described as follows:

SEE LEGAL DESCRIPTION LABELED EXHIBIT "A" ATTACHED

BOOK 2592 PAGE 192

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 2316, Page 285, and Deed Book 2493, Page 268

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

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

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

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

CABARRUS COUNTY BOARD OF EDUCATION, A BODY POLITIC (Corporate Name) _____ (SEAL)

By: Christine A. Lee _____ (SEAL)

Chair Person President _____ (SEAL)

ATTEST: Harold Winkler _____ (SEAL)

Secretary (Corporate Seal) _____ (SEAL)

USE BLACK INK ONLY



NORTH CAROLINA, Cabarrus County. I, a Notary Public of the County and State aforesaid, certify that Harold Winkler Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 8th day of July, 1999. My commission expires: _____ Notary Public



NORTH CAROLINA, Cabarrus County. I, a Notary Public of the County and State aforesaid, certify that Harold Winkler Secretary of Body Politic a North Carolina corporation, and that by authority duly given and as the act of the Board corporation, the foregoing instrument was signed in its name by its Chair Person President, sealed with its corporate seal and attested by _____ As its Secretary. Witness my hand and official stamp or seal, this _____ day of June, 1999. My Commission Expires October 21, 2002 Jeannette M. Freyer Notary Public

The foregoing Certificate of Jeannette M. Freyer a Notary Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

CHARLES S. ROSS REGISTER OF DEEDS REGISTER OF DEEDS FOR Cabarrus COUNTY By Janice D. Jones Deputy/Assistant - Register of Deeds 7-8-99

EXHIBIT ATRACT I:

That certain tract or parcel of land located in or near the City of Concord, Number 2 Township, Cabarrus County, fronting on the western side of Pitts School Road and being more particularly described as follows:

BEGINNING at an iron pin in the Eastern margin of the paved portion of Pitts School Road, said point of BEGINNING being in the Southern line of the property of Peyton Pharr and Mary Lou Allred (now or formerly) (See Tax Pin #5509-41-5028; and also see Deed Book 1432 at Page 19, Tract 2, and Deed Book 1432 at Page 21, Tract 2); and also being the Northwestern front corner of the lands of C. Manley Caudle, Jr. and wife, Annette Caudle (now or formerly) (See Tax Pin #5509-50-6324; and also see Deed Book 1179 at Page 283); said point of BEGINNING also being South 70-33-44 West 23.00 feet from the Southeastern front corner of Peyton Pharr and Mary Lou Allred which is in the Eastern right-of-way of Pitts School Road; and runs thence with a line in the paved portion of Pitts School Road, South 07-57-37 West, 1232.18 feet to an iron pin in the line of CMS Development Company (now or formerly) (See Tax Pin #5508-46-1614; and also see Deed Book 618 at Page 204); thence with the Northern line of CMS Development Company, North 83-07-27 West, 928.04 feet to an iron pipe; thence continuing with the line of CMS Development Company the following three (3) calls and distances: (1) South 80-22-59 West, 262.44 feet to an axle; (2) North 67-43-46 West, 181.03 feet to an iron pipe; (3) North 18-34-56 West, 512.41 feet to a flat iron in the Southern line of Peyton Pharr and Mary Lou Allred as previously mentioned; thence with the Southern line of Peyton Pharr and Mary Lou Allred the following two (2) calls and distances: (1) North 69-23-57 East, 247.53 feet to an axle; (2) North 70-33-44 East, 1537.50 feet to an iron pin at the point and place of BEGINNING, and containing 29.735 acres as shown on boundary survey titled "Boundary Survey of C. M. Roseman, Peyton Pharr and Mary Lou Allred Property" prepared by Concord Engineering and Surveying, Inc., and dated July 31, 1998, to which boundary survey reference is hereby made for a more particular description of the property.

TRACT II:

Lying and being in Cabarrus County, City of Concord, No. 2 Township, and beginning at a set iron pin within the right-of-way of Pitts School Road, said iron pin being the northeast corner of the property of C.M. Roseman and wife, Wilda F. Roseman (now or formerly - See Deed Book 390, Page 494); and running thence with the property line of said Roseman the two (2) following courses and distances: (1) South 70-33-44 West, 1537.50 feet to an existing iron pin (passing a set iron pin at 36.52 feet and an existing iron pin at 979.20 feet); and (2) South 69-23-57 West, 247.53 feet to an existing iron pin, a corner with the property of CMS Development Co. (now or formerly - See Deed Book 618, Page 204); running thence on a property line with said CMS Development Co., South 71-41-35 West, 299.93 feet to an existing iron pin, a corner with the property of Morris Family Limited Partnership (now or formerly - See Deed Book 1351, Page 125); running thence on six (6) courses and distances with the property lines of the Morris Family Limited Partnership as follows: (1) North 24-29-47 East, 503.00 feet to a set iron pin; (2) North 04-35-10 East, 427.00 feet to an existing iron pin; (3) North 39-06-39 East, 125.10 feet to an existing iron pin; (4) North 39-06-39 East, 600.45 feet to an existing iron pin; (5) North 39-06-39 East, 332.91 feet to an existing iron pin; and (6) North 62-06-55 East, 788.63 feet to a set iron pin (passing a set iron pin at 763.14 feet) in the centerline of Pitts School Road (said iron pin being located South 62-08-55 West, 20.28 feet from an existing iron pin located at NAD 83 Grid Coordinates: N=592119.3947 and E=1505129.4871); and running thence with the centerline of Pitts School Road and continuing beyond such centerline the following course and distance:

2592 194

South 15-29-33 East, 1424.64 feet to an existing iron pin located on the south side of Pitts School Road; and running thence South 70-33-44 West, 23.00 feet to a set iron pin, the point and place of BEGINNING. The foregoing description was taken from a plat of survey prepared by Concord Engineering and Surveying, Inc., dated July 31, 1998 (Job No. 98-07-08) and entitled "Boundary Survey of: C.M. Roseman, Peyton Pharr and Mary Lou Allred Property" and containing 47.865 acres, more or less. The above-described property is the same property as Tract 2 described in that certain deed recorded in Book 1432 at Page 21 of the Cabarrus County Registry, as taken from the above-mentioned updated plat of survey.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Temporary Construction Easement at Cox Mill High School

BRIEF SUMMARY:

The City of Concord has requested a temporary construction easement at Cox Mill High School for the purpose of a waterline extension. The affected area is adjacent to the street and is a total of 598 square feet. Cabarrus County School staff has been consulted, and the easement will not impact operations for the schools.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve a temporary construction easement at Cox Mill High School to the City of Concord for the extension of a waterline.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Kelly Sifford, AICP
Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Easement agreement
- ▣ Map

Prepared by and Return to Concord City Attorney, ROD Box

STATE OF NORTH CAROLINA)
COUNTY OF CABARRUS)

P/O PIN # 4680-53-3268

Temporary Construction Easement

The undersigned Grantor, Cabarrus County does hereby grant, bargain, sell, and release unto the City of Concord, a North Carolina municipal corporation ("Grantee"), its successors, assigns and licensees a temporary construction easement to enter and re-enter during the construction of a water line in order to install, dig, and build public water utility fixtures, the above described rights being incident to the performance by the Grantee or any agent of its functions as a municipality or as the operator of any public utilities system, or the performance by any licensee of the Grantee of any public utilities functions, the premises to be affected as shown on the attached Exhibit "A" titled "Exhibit Map of Right of Way and TCE Across The Lands of Cabarrus County" by Dunbar Geomatics Group, PLLC dated 10/21/2024 and is being more particularly described as follows:

Lying and Being in Number Two (2) Township, City of Concord, North Carolina and being under and across a portion of the lands of Cabarrus County as recorded in Deed Book 7737, at Page 336, in the Public Registry of Cabarrus County, North Carolina and being more particularly described as follows:

BEGINNING at a found #4 rebar, being the Northwesterly corner of the Lands of said Cabarrus County, said rebar also lying on the Easterly Right of Way line of Cox Mill Road (S.R. 1448), a variable width public right of way, thence along said Easterly right of way line, S. 03°11'24" E. a distance of 39.96 feet to the Point of Beginning of Easement herein described; thence S. 89°58'28" E. a distance of 17.82 feet; thence S. 00°00'26" W. a distance of 35.54 feet; thence N. 89°59'27" W. a distance of 15.83 feet to an intersection with said Easterly Right of Way line; thence N. 03°11'24" W. along said Easterly Right of Way line, a distance of 35.60 feet to the POINT OF BEGINNING of the easement herein described containing 598 square feet or 0.014 acres of land as shown further on map titled "Exhibit Map of Right of Way and TCE Across the Lands of Cabarrus County" by Dunbar Geomatics Group, PLLC dated 10/21/2024 and is attached as Exhibit A.

The property described herein is subject to all rights-of-way, easements and restrictions of record.

The Grantor, by the execution of this instrument, acknowledges the plans for the above referenced project, as it affects the property has been fully explained to their authorized representative.

For purposes of this easement, Temporary Construction Easement is defined as being used during the time of construction for grading, access, repair, and other activities related to the construction of the project and its immediate environs known as the "Ramseur Park" (Project Number 2022-080) and shall expire upon completion of the said project.

This agreement shall not be interpreted to impose any duty on the City of Concord, its successors and assigns to install any utilities by any particular date or within any particular time frame.

This property right may be assigned by the Grantee, or its successors.

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantor on this the _____ day of _____, 2024.

GRANTOR:
Cabarrus County

BY: _____
Michael K. Downs, County Manager

ATTEST:

By: _____
Lauren Linker, Clerk to the Board

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, Notary Public of the County of _____, State of North Carolina, certify that Lauren Linker personally came before me this day and acknowledged that she is the Clerk to the Board of Cabarrus County, and that by the authority duly given and as the act of Cabarrus County, the foregoing instrument was signed in its name by Michael K. Downs, as County Manager, sealed with its corporate seal and attested by her as its Clerk to the Board.

Witness my hand and official stamp or seal, this _____ Day of _____, 20____.

Notary Public

My Commission Expires: _____

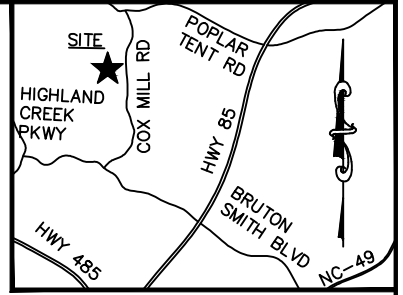
[SEAL]

- ① DANIEL B. HEFNER AND SHELLY H. HEFNER
PIN 4680435628
DB 889/PG 22
TRACT I
1243 COX MILL ROAD
- ② DANIEL B. HEFNER AND SHELLY H. HEFNER
PIN 4680435837
DB 889/PG 22
TRACT II
1221 COX MILL ROAD
- ③ DANIEL B. HEFNER AND SHELLY H. HEFNER
PIN 4680446063
DB 889/PG 22
TRACT III
1201 COX MILL ROAD
- ④ LAKSHMI SASANKA KANCHARLA AND MURALI CHOWDARY KAKANI
PIN 4680446369
DB 11232/PG 97
1141 COX MILL ROAD
- ⑤ 100 PEARL STREET, LLC
PIN 4680636388
DB 12866/PG 309
PB 75/PG 102
- ⑥ S & D COFFEE, INC
PIN 4680615927
DB 10291/PG 345
PB 39/PG 53
- ⑦ EDENTON HOMEOWNERS ASSOCIATION, INC
PIN 4680516661
DB 14314/PG 155
PB 82/PG 18
- ⑧ EDENTON HOMEOWNERS ASSOCIATION, INC
PIN 4680520504
DB 14314/PG 155
PB 79/PG 29

CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C1	13051.50'	477.66'	N02°08'30"W	477.63'

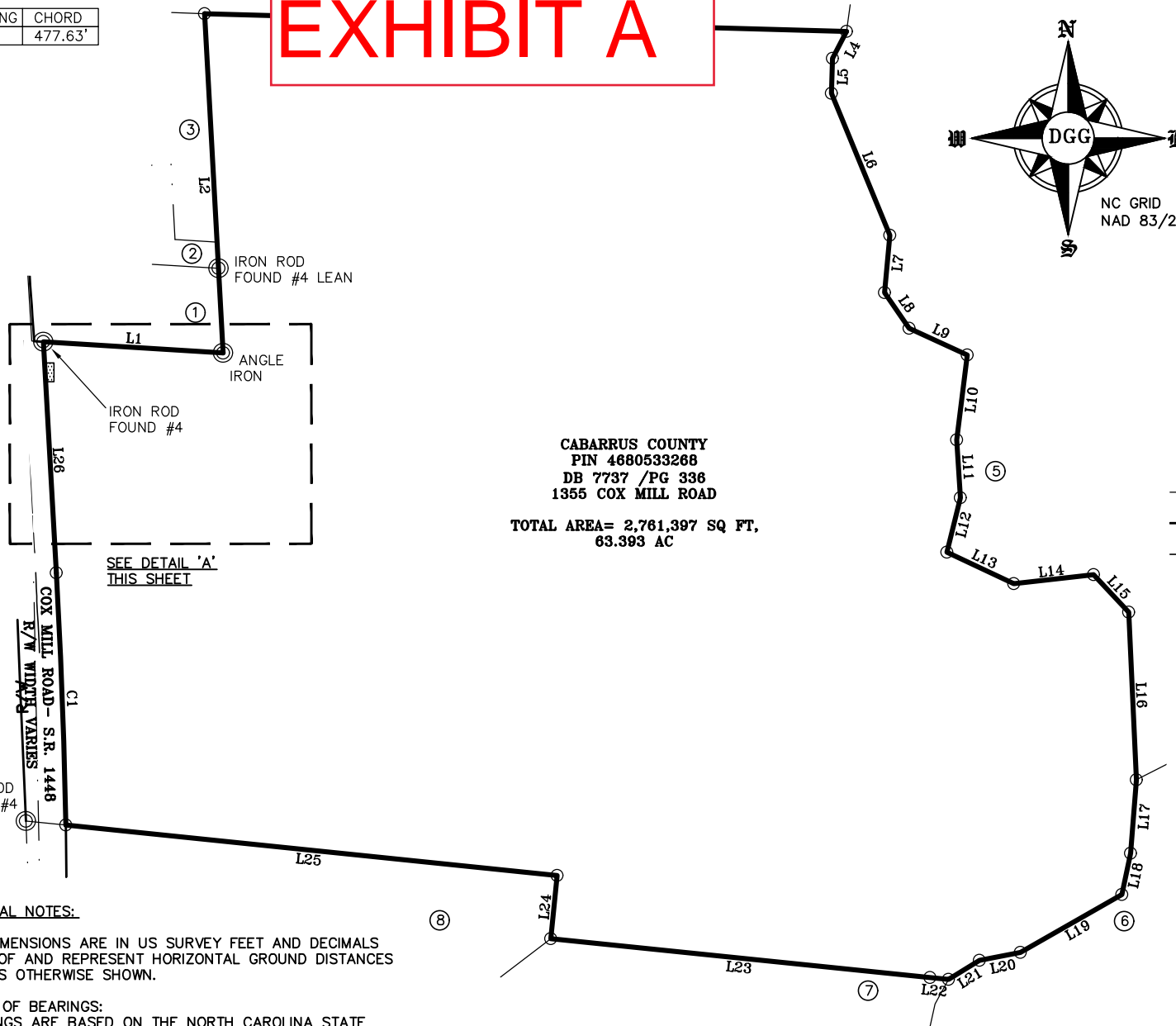
LINE	BEARING	DISTANCE
L1	S86°27'44"E	340.74'
L2	N03°09'34"W	642.80'
L3	S88°24'22"E	1215.39'
L4	N27°37'48"E	57.60'
L5	S01°40'48"W	66.00'
L6	N22°21'14"W	290.01'
L7	N05°15'08"E	109.26'
L8	S34°42'41"E	82.00'
L9	N65°24'00"W	121.00'
L10	N07°02'48"E	162.00'
L11	S03°39'32"E	109.32'
L12	N13°57'08"E	106.26'
L13	N64°45'15"W	140.00'
L14	N83°26'48"E	152.00'
L15	N43°02'09"W	97.34'
L16	N02°33'39"W	317.18'
L17	S04°22'48"W	139.46'
L18	N12°08'26"E	80.00'
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L20	N79°02'06"E	78.96'
L21	S58°18'54"W	68.51'
L22	S84°08'49"E	35.00'
L23	S84°08'49"E	721.53'
L24	N05°51'11"E	120.00'
L25	S84°08'49"E	934.73'
L26	S03°11'24"E	437.34'
L27	S89°58'28"E	17.82'
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L29	S89°59'27"E	15.83'

EXHIBIT A



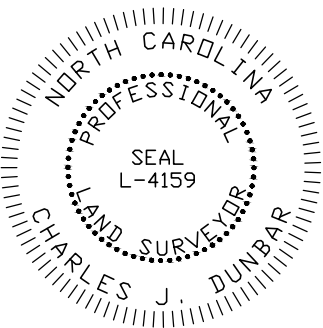
VICINITY MAP - NTS

- LEGEND**
- ⊙ = FOUND SURVEY MARKER
 - DB = DEED BOOK
 - PB = PLAT BOOK
 - PG = PAGE
 - TCE = TEMPORARY CONSTRUCTION EASEMENT
 - = LINE NOT SURVEYED
 - R/W = RIGHT OF WAY LINE
 - e = TEMPORARY CONSTRUCTION EASEMENT
 - [Stippled Box] = TEMPORARY CONSTRUCTION EASEMENT



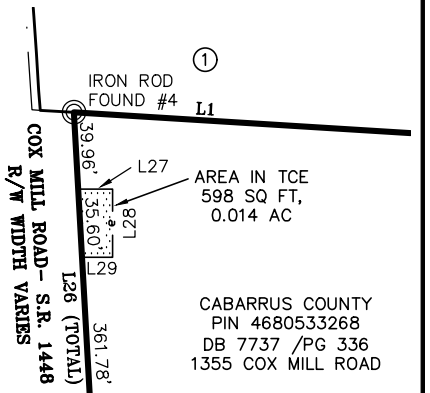
CABARRUS COUNTY
PIN 4680533268
DB 7737 /PG 336
1355 COX MILL ROAD

**TOTAL AREA= 2,761,397 SQ FT,
63.393 AC**

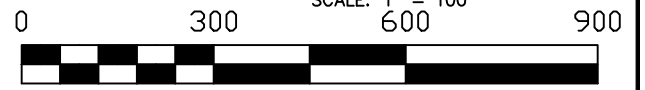


GENERAL NOTES:

- ALL DIMENSIONS ARE IN US SURVEY FEET AND DECIMALS THEREOF AND REPRESENT HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE SHOWN.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83/2011.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY. PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR CONDITIONS NOT OBSERVED OR SHOWN HEREON.



DETAIL 'A'
SCALE: 1" = 100'



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.


▲ - 11/20/24 UPDATED OWNER NAME

I, CHARLES J. DUNBAR, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF EASEMENTS ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF PROPERTY SHOWN.

CHARLES J. DUNBAR NC PLS L-4159 DATE

TITLE: **EXHIBIT MAP OF TCE ACROSS THE LANDS OF CABARRUS COUNTY DB 7735/PG 307**
CONCORD, CABARRUS COUNTY, NORTH CAROLINA

DUNBAR GEOMATICS GROUP, PLLC
PROFESSIONAL SURVEYORS
P.O. BOX 3053
HUNTERSVILLE, NC 28070
704-506-4126
NC LIC. NO. P-0865



PREPARED FOR:
CITY OF CONCORD

SCALE: 1"=300'
MAP DATE: 10/21/2024
FIELD DATE: 02/05/2024
JOB NO.: 21001
DRAWING: v01_NW COMMUNITY PARK_TCE UTILITY EASEMENT

DRAWN BY: SC
CHECKED BY: CJD
CREW CHIEF: SG
FILE NO.: N/A
SHEET 1 OF 1

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Opioid Settlement Spending Authorization for Recovery Supports

BRIEF SUMMARY:

Three new providers, Bridge to Recovery, Adult & Teen Challenge, and Southeastern Recovery Center are requesting access to opioid settlement funds to provide recovery supports and recovery housing services to Cabarrus County residents who are eligible for services.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to adopt the resolution.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Aalece Pugh, Assistant County Manager/Human Services Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Presentation
- ▣ Proposed Spending Authorization - Resolution
- ▣ Bridge to Recovery Proposal
- ▣ Southeastern Recovery Center Proposal
- ▣ ATC Proposal



Cabarrus County

Opioid Settlement Funds

BOC Work Session
Update & New Proposals
January 6, 2025

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OPIOID SETTLEMENT OVERVIEW

NC OPIOID SETTLEMENTS

North Carolina is part of a historic agreement that will help bring desperately needed relief to communities impacted by opioids.

Wave One

- » Settlement with 'Big Three' Distributors (McKesson, Cardinal Health, & Amerisource Bergen Drug) and Johnson & Johnson (manufacturer)
 - » Funds will be used to support treatment, recovery, harm reduction, and other life-saving programs and services in communities throughout the state.
 - » North Carolina's Opioid and Substance Use Action Plan lays out concrete strategies to advance prevention, reduce harm, and connect people to the care that they need
- » 15% to State: General Assembly will have authority to appropriate on a wide range of strategies to address the epidemic
 - » 80% to Local Governments: Will go to all 100 counties and 17 municipalities (population over 75,000; and those in litigation), allocated according to a formula developed by attorneys representing local governments in national litigation

NC OPIOID SETTLEMENTS

Wave Two

- » Brought another \$21 billion in new settlements with CVS, Walgreens, Walmart, Allergan and Teva
- » North Carolina's state and local governments stand to receive more than \$600 million from the Wave Two Settlements between 2023 and 2035
- » All municipalities that are recipients of Wave One funds are eligible to receive Wave Two funds, as well
- » State of North Carolina, all 100 counties, and 17 municipalities with populations over 30,000 joined the agreements

Cabarrus County

- » \$21,886,625 million between 2022 & 2038
 - » Includes Concord's allocation
- » Front-loaded funding
 - » Amounts vary by year
- » Statewide, funds were allocated proportionally based on where opioid crisis was most severe (based on # of pills dispensed, # of opioid overdose deaths, and # of people suffering from opioid use disorder)
- » Kroger Settlement: Additional \$600-700K

NORTH CAROLINA MOA

NORTH CAROLINA MOA: DEFINITION & PURPOSE

PURPOSE

- Ensures all funds will directly address the opioid epidemic, with an emphasis on high-impact strategies.
- Increase capacity to maximize resources to abate the crisis. All 100 counties, plus the state itself, need to sign onto the MOA for our state to receive the maximum payout.
- Ensures a high level of transparency and accountability is given.
- Opioid settlement funds can only be used to address the opioid epidemic and should utilize high-impact strategies.

Categories	Prevention	Treatment	Recovery
Definition	Prevent future addiction and address trauma by supporting children and families	Therapies and various evidence-based treatments to address substance use disorder	Services focused on harm reduction provided to help individuals maintain their recovery

NORTH CAROLINA MOA: DEFINITION & PURPOSE

DEFINITION

The North Carolina Memorandum of Agreement that governs the utilization of opioid settlement funds includes two options for local governments:

MOA A: Through Option A, a local government may fund one or more strategies from a shorter list of evidence-based, high-impact strategies to address the epidemic. Under Option A, counties have access to 12 strategies to support programs and services that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health conditions.

MOA B: Through Option B, a local government may fund one or more strategies from a longer list of strategies after engaging in collaborative strategic planning. Under Option B, counties have access to a wider array of strategies.

Cabarrus County decided to undergo the Collaborative Strategic Planning Process to provide access to all potential strategies identified via MOA A as well as the broader list of strategies in MOA B.

MOA A STRATEGIES

A.1. Collaborative strategic planning

Support collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation services, or any activity or combination of activities listed in Exhibit C to the MOA (collaborative strategic planning).

A.2. Evidence-based addiction treatment

Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine's national practice guidelines for the treatment of opioid use disorder – including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration – through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence-based addiction treatment. This may include capital expenditures for facilities that offer evidence-based treatment for OUD.



MOA A STRATEGIES

A.3. Recovery support services.

Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.

A.4. Recovery Housing Support.

Fund programs offering recovery housing support to people in treatment or recovery, or people who use drugs, such as assistance with rent, move-in deposits, or utilities; or fund recovery housing programs that provide housing to individuals receiving Medication-Assisted Treatment for opioid use disorder.

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MOA A STRATEGIES

A.6. Early intervention.

Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

A.7. Naloxone distribution.

Support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as Syringe Service Programs, post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.





MOA A STRATEGIES

A.11. Addiction treatment for incarcerated persons

Support evidence-based addiction treatment, including Medication-Assisted Treatment with at least one FDA-approved opioid agonist, to persons who are incarcerated in jail or prison.

A.12. Reentry Programs.

Support programs that connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need upon release from jail or prison, or that provide any of these services or supports.



MOA B STRATEGIES

Strategy E. Address the Needs of Pregnant or Parenting Women and their Families Including Babies with Neonatal Abstinence Syndrome

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- » **Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.**
- » **Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.**

MOA B STRATEGIES

Strategy C. Connect People who Need Help to the Help they Need.

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.**



CURRENT & PROPOSED PROJECTS

CURRENT PROJECTS

- Cabarrus County Schools (A.6)
- Cabarrus Detention Center: MAT (A.2 & A.11)
- Cabarrus EMS Community Paramedicine: MAT (A.2)
- Cabarrus Health Alliance: Peer Support (A.3)
- Cabarrus Health Alliance: Address the Needs of Pregnant or Parenting Women and their Families (B.E.1)
- Collaborative Strategic Planning (HMA) & Opioid Project Manager (A.1)

PROPOSED PROJECTS

- Bridge to Recovery (A.3)
- Adult & Teen Challenge (A.3 & A.4)
- Southeastern Recovery (A.3 & A.4)

QUESTIONS?



**A RESOLUTION BY THE COUNTY OF CABARRUS
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

WHEREAS Cabarrus County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”), the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”), and SAAF-2;

WHEREAS Cabarrus County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states that, before spending opioid settlement funds, the local government’s governing body must adopt a resolution that:

- i. indicates that it is an authorization for expenditure of opioid settlement funds; and,
- ii. states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- iii. states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, SAAF, and SAAF-2, Cabarrus County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized
 - a. Name of strategy: Recovery Support Services
 - b. Strategies included in Exhibit A
 - c. Item letter and/or number in Exhibit A to the MOA: 3
 - d. Amount authorized for this strategy: \$ 450,000
 - e. Period of time during which expenditure may take place:

Start date of February 1, 2025 through end date of June 30, 2026
 - f. Description of the program, project, or activity: Provide recovery support services to adults with opioid use and/or co-occurring disorders to improve their health or well-being.
 - g. Providers: Southeastern Recovery Center, Adult and Teen Challenge of Sandhills, and Bridge to Recovery

2. Second strategy authorized

- a. Name of strategy: Recovery Housing Support
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A to the MOA: Item 4
- d. Amount authorized for this strategy: \$250,000
- e. Period of time during which expenditure may take place:
Start date of February 1, 2025 through end date of June 30, 2026
- f. Description of the program, project, or activity: Provide recovery housing programs to individuals with opioid use disorders and/or co-occurring disorders.
- g. Providers: Southeastern Recovery Center and Adult and Teen Challenge of Sandhills

The total dollar amount of the requests outlined above named is \$700,000.

Adopted this the 21st day of January 2025.

Christopher A. Measmer, Chairman
Cabarrus County Board of Commissioners

ATTEST:

Lauren Linker, Clerk to the Board



Lew Davis, MHA, PhD
BTR Executive Director
Cell: 704-909-8025
lewisdavis1961@gmail.com

Correspondence:
Bridge To Recovery, Inc.
2111 Stafford Street Ext.
Monroe, NC 28110

Date: 11-23-24

Opiate Funding Proposal: \$63,000.00
Exhibit A, Strategy 3 "Recovery Support Services"

Bridge To Recovery (BTR) is seeking a \$63,000.00 grant from Cabarrus County's Opioid Abatement funds. BTR will provide Opiate recovery services to approximately 20 Cabarrus County resident/homeless Opiate Addicts during the contract period of one year. BTR is a 30-day, counseling-based, residential recovery program. BTR is a 501c3 charity and does not receive public funding such as Medicaid or NC-IPRS funds. BTR uses NC-licensed clinicians and generally meets NC service definitions for this level of care. **(Attachment A: Sample Schedule)**

- 1) BTR will invoice Cabarrus County at the rate of \$105.00 per day, on a reimbursement basis, for **program graduates only**. (This is an all-inclusive fee including lodging, nutrition and counseling-no other charges.)
- 2) Invoice will attest to Cabarrus County residence/homeless, Opiate Use Disorder diagnosis and be personally signed by BTR Executive Director (NC licensed clinician). **(Attachment B: Sample Invoice)**
- 3) Funding will only be assigned to no-income/low-income individuals with no other viable funding source (unduplicated by other funds).
- 4) All graduates will be provided with sober living placement; **no one is discharged "to the street"**.
- 5) Performance criteria will be **graduation rate of 100%** for program participants and tracking abstinence rates at 60/90 days post-graduation.

*Please see attached sample schedule and sample invoice.

Lew Davis, MHA, PhD
(LCMHC, QS, LCAS, CCS, MAC, NCC)
BTR Executive Director



Typical Schedule:

6:30 Awakening Group (Big Book)

7:30 Breakfast

8:15 Morning Devotions

9:15 First Therapy Group (Clinical)

10:15 Second Therapy Group (Clinical)

11:15 Lunch

12:00 NA/AA Meeting

1:15 Third Therapy Group (Clinical)

2:15 12-Step Instruction (Psycho-Educational)

3:30-5:00 Free Time (Recreation/Fellowship/Rest/Phones/Homework)

5:15 Dinner

6:00 NA/AA Meeting

7:00 Book Study (Topic Choice)

8:15 Evening Reflections



Lew Davis, MHA, PhD
 BTR Executive Director
 Cell: 704-909-8025
 lewisdavis1961@gmail.com

Correspondence:
 Bridge To Recovery, Inc.
 2111 Stafford Street Ext.
 Monroe, NC 28110

Cabarrus County Opiate Abatement
 2025-2026 Opiate Settlement Grant Fund

Invoice #: X-XXXX Invoice Date: XXXX

Indicate Patient # on Payment: XX X-X-XXXX	Total Charge: Pay This Amount \$X,XXX.XX
--	--

- Diagnosis: Opiate Use Disorder
- Cabarrus County Resident/Homeless
- Total charge not duplicated by other funds.

Admit Date	Discharge Date	Total Days	\$105.00 (per day)	Total Charge
XX-XX-XXXX	XX-XX-XXXX	XX	\$105.00 x XX =	\$X,XXX.XX

Attestation: All services were provided in accordance with the contractual agreement.

Lew Davis, MHA, PhD
 (LCMHC, QS, LCAS, CCS, MAC, NCC)
 BTR Executive Director



1 Year Proposal for Cabarrus County Opioid Settlement Funds

Submitted by: Southeastern Recovery Center

Website: www.serecoverycenter.com

Date: 12/15/2024

Executive Summary

Southeastern Recovery Center (SERC) respectfully submits this proposal to request funding from Cabarrus County's allocation of the national opioid settlement. Our organization is committed to combating the devastating effects of opioid addiction within Cabarrus County through a multifaceted approach, including prevention, treatment, recovery support, and community outreach. We seek funding to expand our services and continue to implement evidence-based programs that address the unique needs of individuals and families affected by the opioid epidemic.

Organization Overview

Mission Statement:

"To provide compassionate, evidence-based therapy, medication-assisted treatment and support for individuals and families affected by addiction, fostering long-term recovery and community well-being."

Primary Goal With Opioid Funding Support

Our treatment facility in Cabarrus County currently provides and implements many of the outlined services, including evidence-based treatment for opioid use disorder (OUD), recovery housing, and recovery support services. Additionally, we have established internal systems to effectively track our clients' progress while under our care. This positions us well to optimize the funds provided by the county, enabling us to expand our reach and support a larger population of individuals struggling with OUD in the county.

While care for Opioid Use Disorder (OUD) is often fragmentary, SERC aims to promote durable opiate recovery to Cabarrus County residents who lack the resources needed to begin their recovery journey via structured rehabilitation, Medically Assisted Treatment (MAT), recovery housing while in our care, & peer support within the community after leaving our treatment program.

In addition, we propose a patient outcome measurement tracking program for individuals with OUD who successfully complete the SERC program, carried out by the peer support staff to provide data regarding changes in the number of overdoses, job stability, family stability, lack of contact with the criminal justice system, & continuation of MAT treatment.

Overview:

Founded in 2023, SERC has served as a trusted resource for addiction treatment and recovery support in Concord, NC. We offer a comprehensive continuum of care, including:

- Detoxification Facilitation
- Medication Assisted Treatment (MAT)
- Partial Hospitalization Program (PHP)
- Intensive Outpatient Program (IOP)
- Sober living facilities (including board)
- Transportation
- Family support services
- Alumni Gatherings

SERC Overview 2024

- Treated 292 clients (as of 12/14/24)
 - SERC was able to accurately track that throughout 2024, 96 Cabarrus County residents who suffered from OUD were not able to access treatment at SERC due to lack of funds
-

Problem Statement

The opioid crisis continues to devastate Cabarrus County, with the following statistics from NCDHHS:

- 74 overdose deaths (2023)

- 336 emergency room visits related to opioid use (2023)
- 77 children in foster care due to opioid-related issues (2022)

Despite ongoing efforts, a significant gap remains in accessible treatment options, recovery housing, and preventative education programs. Without additional funding, the cycle of addiction and its impact on families and the community will persist.

Implementation Plan

Evidence-Based Treatment Proposal Summary

- **Scholarship Program:** Provide scholarships for Cabarrus County residents to access treatment at our facility, which integrates Medication-Assisted Treatment (MAT). Scholarships will cover PHP and IOP programs.
- **Peer Support Specialists:** Hire staff to provide ongoing monitoring and support post-treatment. Their responsibilities include coordinating MAT with primary care providers, urine testing, facilitating alumni events (e.g., bonfires, community gatherings, etc), encouraging participation in recovery-focused activities such as NA/AA meetings, & tracking outcome measurement.
- **Continuum of Care:** Support a full continuum of care to address the fragmented OUD treatment cycle and promote accountability, measurable outcomes, and prolonged sobriety.
- The proposed **24/7 on-call service** for SERC behavioral and medical specialists is a unique feature of our program with the intention of providing care when patients need it the most.

Recovery Housing Support Summary

- **Scholarship Program:** Enable clients to transition into safe, supportive, and structured sober living communities while receiving MAT.
- **Focus on Continuity:** Foster higher attendance and completion rates for OUD treatment by keeping clients within SERC's ecosystem of care by providing recovery housing scholarships while in treatment for OUD & receiving MAT at our facility.
- **Program Features:** Provide high accountability, 24/7 staff support (as well as access to our 24/7 on-call behavioral and medical health services), and structured living environments to increase the likelihood of sustained sobriety.

Recovery Support Services Summary

- **Better Outcome Measurement:** By having peer support specialists/case managers routinely checking in with clients who have graduated our program, this will allow for a variety of positive items to occur such as better data on the progress made after leaving treatment, course correction if a client relapses of which we have a higher probability of getting the individual back into treatment, potentially saving lives on a yearly basis, connecting with patients in the community & continuing on further MAT education for OUD.
- **Staff Expansion:**
 - Hire (2) Peer Support Specialists to assist in direct client care (\$55,000/year per position)
 - Hire an Alumni Coordinator to maintain follow-up interactions with Cabarrus County residents post-program (\$42,500/year).
 - Provide 24/7 access to our Medical Director during treatment

*The peer support specialists are an essential aspect of our program. The goal is for peers to become client advocates in order to facilitate reentry of clients into the community as well as providing an early warning system to detect patients with imminent relapse or other problems that interfere with social and economic stability. In healthcare, we will be tracking a change in overdoses and rates of incarceration as well as emergency room and hospital visits. Data will be collected by peers from the clients according to a standardized protocol we will develop. Our goal is to maximize productive time for patients in the community and foster their independence. This data will provide a benchmark for future comparative studies of patient outcomes for patients with OUD in Cabarrus County.

- **Community Awareness Events:**
 - Conduct 3-4 events to combat stigma around OUD, highlight community achievements, & distribute Narcan within Cabarrus County (\$10,000 total).
-

Proposed Use of Funds

1. Evidence-Based Treatment with MAT

- **MAT Scholarships:** 24 per year

- *Goal:* Increase capacity to treat Cabarrus County residents who lack resources for evidence-based addiction treatment.
- *MAT Medications:*
 - Suboxone: \$95.98 per 30 days
 - Sublocade: \$2,016.13 per 30 days
- **PHP Program Costs:** \$25,000 for one month of treatment
- **IOP Program Costs:** \$10,000 for one month of treatment
- **Budget Total:** \$842,303.52

We will be seeking all possible revenue sources to offset funding & maximize the grant dollars for clinical services.

2. Recovery Housing Support

- **Housing Scholarships:** 34 per year
 - *Goal:* Provide stable, supportive housing for individuals transitioning from active addiction to sobriety.
 - **Recovery Housing Program Costs:** \$3,500
 - *Program Features:* Safe environments, continuation of MAT treatment, meals, transportation, and activities (e.g., Experiential therapy, “having fun in sobriety,” (Top Golf, bowling, movies).
 - **Budget Total:** \$120,000/year

3. Recovery Support Services

- *Goal:* Continuous peer recovery support during patients' reintegration into the community will serve as an early warning system, identifying individuals at risk of relapse or facing challenges that could disrupt their social and economic stability. Additionally, tracking outcomes and success rates of patients with OUD who graduate from the program will provide valuable insights into the effectiveness of our approach, helping us refine our services and better support long-term recovery.
- Peer Support Specialists: \$110,000/year combined (2 positions, \$55,000 per employee)- remember, these folks will need to be on-call every other night - we will need to pay a little more)
- Alumni Coordinator: \$42,500/year
- Medical Director/Nurse Practitioner 24/7 on call services: \$80,000/year (only count in one place)
- Community Awareness Events: \$10,000 total
- Misc. laptops, phone, mileage reimbursement, etc. \$7500
- **Budget Total:** \$250,000

Goals, Reporting, & Outcomes

Goals:

1. Provide treatment opportunities for Cabarrus County residents battling OUD who lack resources.
2. Enable residents to remove themselves from toxic environments and focus on recovery.

Reporting

Evidence-Based Treatment with MAT

- Strategy-Specific Process Measures
- Demographics
- Strategy-Specific Quality Measures
- Strategy-Specific Outcome Measures - Program Level
- Strategy-Specific Outcome Measures - Population Level

Recovery Housing Support

- Strategy-Specific Process Measures
- Demographics
- Strategy-Specific Quality Measures
- Strategy-Specific Outcome Measures - Program Level
- Strategy-Specific Outcome Measures - Population Level

Recovery Support Services

- Strategy-Specific Process Measures
- Demographics
- Strategy-Specific Quality Measures
- Strategy-Specific Outcome Measures - Program Level

Measurable Outcomes and Goals (12 months):

- Increase treatment accessibility through scholarships.
 - Improve completion rates for PHP and IOP programs.
 - Enhance long-term sobriety rates by fostering continuity and accountability.
 - Decrease the number of expected overdoses (based on comparison with individuals with OUD in the literature), emergency room visits, rates of incarceration, and hospitalizations
 - Assess financial and housing stability; assess job and family stability
-

Phased Approach

Phase 1: Planning (Months 1-2)

- Recruit additional staff.
- Finalize partnerships with community organizations.
- Develop program curriculum and outreach materials.

Phase 2: Execution (Months 3-10)

- Launch expanded treatment services, housing initiatives, and educational programs.
- Monitor participation and collect outcome data.

Phase 3: Evaluation (Months 11-12)

- Analyze program effectiveness.
 - Prepare a detailed report for Cabarrus County.
 - Identify opportunities for continuous improvement.
-

1 Year Budget Request

Initiative	Requested Amount
Evidence-Based Treatment	\$842,303.52
Recovery Housing Support	\$120,000
Recovery Support Services	\$250,000

Conclusion

With Cabarrus County's support, Southeastern Recovery Center will be able to expand and enhance our efforts to combat the opioid crisis. By investing in treatment, short-term recovery support, and longer-term recovery support, we can save lives, strengthen families, and build a healthier community within Cabarrus County. We believe that the unique aspects of our proposal, especially 24/7 access to medical and behavioral health expertise, peer recovery support specialists acting as ongoing patient advocates, and the provision of recovery housing with oversight towards enabling patient independence, along with outcome measurements will be of great value.

We thank you for considering our proposal and look forward to the opportunity to work together to address this critical issue.

**Adult & Teen Challenge of Sandhills, NC, Inc.
Cabarrus County Opioid Funding Proposal**

Submitted to: Dr. Aalece Pugh
Assistant County Manager
Human Services Director
704-920-2153
apugh@cabarruscounty.us

Submitted by: Russ Cambria
CEO & Executive Director
Adult & Teen Challenge of Sandhills, NC, Inc.
P.O. Box 1701
Southern Pines, NC 28388
c. 910-489-6760
o. 910-947-2944
sal@sandhillstc.org

I. General Overview of Adult & Teen Challenge of Sandhills, NC, Inc.

a. Brief History

In 1958 the first Teen Challenge was opened in Brooklyn, NY. Since that time, 1,600 centers have been opened and are operating in the US and worldwide with 35,000 beds providing residential faith-based recovery. Please see teenchallengeusa.com and globaltc.org for further information on the larger organization of Adult & Teen Challenge.

Adult & Teen Challenge of Sandhills North Carolina is a long-term-residential-faith-based-recovery program for men ages 18+ with a drug or alcohol problem. Adult & Teen Challenge of Sandhills North Carolina opened its doors in 1987 and sits on over 31 acres of beautiful, wooded land in Carthage, NC. There are three dormitories that can house up to 38 men, each with his own bed, closet, study desk, and night table. There are two homes located on the property for both single and married staff housing. The program offers bible-based addiction recovery teaching in a classroom setting, vocational training, life skills training, kitchen and dining facilities, and recreational areas, both indoor and outdoor, including basketball, volleyball, pool table, ping-pong, exercise machines and running.

Adult & Teen Challenge of Sandhills North Carolina maintains Honors Accreditation Status with Adult & Teen Challenge, USA, Ozark, MO (teenchallengeusa.com). Adult & Teen Challenge of Kannapolis North Carolina and Adult & Teen Challenge of Raleigh North Carolina are subsidiaries of Adult & Teen Challenge of Sandhills North Carolina.

Men participate in the Adult & Teen Challenge of Kannapolis North Carolina program for a period of 4 to 6 months and then transfer to our corporate headquarters, Adult & Teen Challenge of Sandhills North Carolina, which is located in Carthage, NC, for 5 months to complete the program.

Adult & Teen Challenge of Kannapolis North Carolina opened its doors in 2014 and sits on 2 acres of land in the heart of Kannapolis, NC. There is one dormitory that can house up to 12 men, each with his own bed, closet, study desk, and night table. There are also living quarters for 3 on site staffers consisting of two interns and a House Manager who provide 24/7 care. The program offers faith-based addiction recovery teaching in a classroom setting, peer-support groups, Licensed Clinical Counseling, and recovery coaching. Adult & Teen Challenge of Kannapolis North Carolina has a multi-purpose meeting room, kitchen and dining facilities, and recreational areas, both indoor and outdoor, including basketball, volleyball, pool table, ping-pong, exercise machines and running.

Adult & Teen Challenge of Sandhills, NC also has a campus in Elizabethtown that can house up to 10 veterans in our Military Specialization Program. These veterans have trauma specific curriculum designed to address their complex trauma. They are in this program for a total of 4 months before transferring to our training center in Carthage for 5 months to complete the program.

Adult & Teen Challenge of Sandhills, NC is in the process of opening its first Woman's long term residential recovery program in Sanford, NC. Expected opening is in March of 2025. The property has been purchased and is currently in the process of being renovated.

Adult & Teen Challenge of Sandhills also has an induction center in Georgetown, SC.

b. Our Mission Statement

Adult & Teen Challenge of Sandhills North Carolina is the home of faith-based recovery program where lives are changed. We are committed to Rekindling hope, Renewing life, and Restoring families by reaching out to men, women, and youth struggling with Life-controlling problems.

c. Our Vision

Bringing Wholeness to the Hopeless

- To provide restoration through structured residential programs for individuals caught in the vicious cycle of addiction.
- To educate people through community outreach about the dangers of drug and alcohol abuse.
- To provide an opportunity that will enable graduates to re-enter the work environment free from addiction.
- To share the freedom of Jesus Christ with people through community outreach and weekly services.

d. Board of Directors

Chairman: Larry Caddell

Qualifications: Served as CEO of Southern Software INC; Served as Mayor of Carthage, NC for 13 years.

Vice Chairman: Randall Rodgers

Qualifications: Serves as Secretary Treasurer for the North Carolina District Assembly of God; Ordained minister with the Assemblies of God.

Secretary: Greg Davenport

Qualifications: Serves as Senior Pastor of One Hope Church in Sanford, North Carolina; Ordained minister with the Assemblies of God.

Treasure: Dr. Doug Witherup

Qualifications: Serves as Senior Pastor of Multiply Church in Concord, NC; Ordained minister with the Assemblies of God.

Board Member: Tommy Scarboro

Qualifications: Owner: Proscapes Landscaping

Board Member: Sal DiBianca

Qualifications: Served as Executive Director of Sandhills Adult & Teen Challenge for 31 years; Ordained minister with the Assemblies of God.

Board Member: Russ Cambria (non-voting)
CEO & President Sandhill's Adult & Teen Challenge

Board Member: Dr. Robbie Smith
Qualifications: Business Owner and Dental Surgeon

Board Member: Aaron Cooper
Qualifications: President and Founder of Cooper Ford Dealerships in Whispering Pines, NC.

D. Services Provided

- i. Public School, Youth Service/Camps Prevention Programs
 - 1. Topics available for school or youth presentations:
 - a. Choices
 - b. Substance Abuse
 - c. Abstinence
 - d. Self-esteem
 - e. Dreams
- ii. Community Outreach
- iii. Community Service
- iv. Substance Abuse Referral Services
- v. Living Free Support Groups (12 Step Faith-Based Curriculum for Life-Controlling problems)
- vi. Services at our Residential Facilities include:
 - 1. Discipleship Courses
 - 2. Chapel - Praise & worship
 - 3. Recovery Coaching/Mentoring
 - 4. Licensed Clinical Counseling
 - 5. Breaking Free Peer Support Groups
 - 6. Prayer
 - 7. Devotions
 - 8. Work Ethic Training
 - 9. Recreation
 - 10. Dorm Living
 - 11. Meals
 - 12. Choir & Drama
 - 13. Church Attendance
 - 14. Opportunities for Community Service
 - 15. Opportunities for Evangelism/Outreach
 - 16. Social Skills Development
 - 17. Biblically Based Marriage and Relationship Training
 - 18. Soft Skills Training through Sandhills Community College
 - 19. Career & College Readiness Program through Sandhills Community College**
 - 20. Licensed Clinical Counseling

II. Project A Proposal

a. Overview of Project A

I am respectfully requesting 4 scholarships per month at \$2500 each for one year for a total of \$120,000 to cover OUD Students treatment. This will provide funding for 12 indigent students who

are residing in Cabarrus County for housing, clinical services, food, direct care, and administrative support.

b. Proposed Project Outcomes for Project A

- i. The 12 recipients of the funding will **each** receive at minimum:
 - 1. 360 Meals
 - 2. 120 Days of Housing
 - 3. 156 Hours of Personal Studies for New Life Class Time
 - 4. 64 Hours of Group Studies for New Life Class Time
 - 5. 48 Hours of Breaking Free Peer Support Curriculum
 - 6. 268 Hours of Second Phase Academic Class Time
 - 7. 8 Recovery Coaching/Mentoring Sessions
 - 8. 8 Sessions with a Licensed Clinical Counselor
 - 9. 80 On Campus Chapel Services
 - 10. 32 Off Campus Chapel Services
 - 11. 16 Hours of On Campus Visitation with Family
- ii. The immediate impact of removing a substance abuser, who has a criminal history or participated in criminal activity, from the local community.

c. Anticipated Data Collection and Analysis for Project A

- i. Our organization records, measures, and reports on key activities and outcomes using our current monthly reporting procedure required by Adult & Teen Challenge U.S.A.

d. Fidelity to Program and Regulatory Standards for Project A

- i. Establish Residency
 - 1. Funding will be restricted for indigent students admitted into our residential program that are residents of or receiving treatment in Cabarrus County
 - 2. Residency will be verified during the admissions process through existing admissions requirements, which obtains each candidates government issued photo I.D. and social security card.
 - 3. A copy of the student's government issued photo I.D. and social security card will be kept on file in the student's record for admitted students.
- ii. Distribution of Funds
 - 1. To ensure fidelity with respect to the distribution of funds, a bank account separate from our daily operational account will be established to hold the funds restricted for students from or residing in Cabarrus County for treatment.
 - 2. On the first day of each month, an invoice will be created for each indigent student with documented verified residency from one of the nine counties above currently enrolled in the program in the amount of \$2,500.
 - 3. Our accountant will create the invoice and initiate the transfer of amount of funds from the restricted account to the operational account.
 - 4. A copy of the invoice will be placed into the indigent student's file.

III. Project B Proposal

a. Overview of Project B

I am respectfully requesting a one-time grant in the amount of \$60,000, which will be applied towards the purchase of a commercial 12 passenger van for transportation purposes.

b. Anticipated Data Collection and Analysis for Project B

- i. Our organization records, measures, and reports on key activities and outcomes using our current monthly reporting procedure required by Adult & Teen Challenge U.S.A.

c. Fidelity to Program and Regulatory Standards for Project B

i. Distribution of Funds

- 1. To ensure fidelity with respect to the distribution of funds, a bank account separate from our daily operational account will be established to temporarily hold the funds restricted for payment towards the principle of the purchase of a commercial 12 passenger van.

IV. Project C Proposal

a. Overview of Project C

I am respectfully requesting a one-time grant in the amount of \$75000, which will be applied towards the purchase of a portable classroom and multipurpose space, thus allowing the organization to free up space to convert current space allowing for 4 more beds.

b. Anticipated Data Collection and Analysis for Project B

- i. Our organization records, measures, and reports on key activities and outcomes using our current monthly reporting procedure required by Adult & Teen Challenge U.S.A.

c. Fidelity to Program and Regulatory Standards for Project B

i. Distribution of Funds

- 1. To ensure fidelity with respect to the distribution of funds, a bank account separate from our daily operational account will be established to temporarily hold the funds restricted for payment towards the principle of the purchase of a portable classroom/multi-purpose space.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Appointments to Boards and Committees

BRIEF SUMMARY:

The following appointment to Boards and Committees for January:

Appointments - Cooperative Extension - Agricultural Advisory Board:

Eddie Moose and Tommy Barbee serve on the Agricultural Advisory Board with terms ending January 31, 2025. It is recommended that Eddie Moose and Tommy Barbee be reappointed to the Agricultural Advisory Board to serve another term, ending January 31, 2028; to include an exception to the length of service provision of the Appointment Policy for each of them.

REQUESTED ACTION:

Provide information.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Appointment - Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating Committee (TAC) and Transportation Advisory Committee (TCC)

BRIEF SUMMARY:

Each year the Board of Commissioners appoints or reappoints representatives to the Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating Committee (TCC) and Transportation Advisory Committee (TAC).

The Board of Commissioners also needs to appoint a commission member to serve on the TAC as the regular member, along with an alternate member. Commissioner Shue currently serves as the representative for Cabarrus County and Past Commissioner Morris served as the alternate.

REQUESTED ACTION:

Recommended Motions:

Motion to Suspend the Rules of Procedure due to time constraints.

Motion to appoint Commissioner Pittman as the regular member and Commissioner _____ as the alternate member to the TAC for one-year terms ending December 31, 2025.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susie Morris, Planning and Development Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Commission on Financial Efficiency

BRIEF SUMMARY:

The Commission on Financial Efficiency will be appointed by the Cabarrus County Commissioners and work to bring the citizens of Cabarrus County more efficient and effective county services. Appointees are selected based on their background in government, the private-sector or taxpayer advocacy. The commission shall conduct reviews of financial, construction and operational practices of county government and report its finding and recommendations back to the Cabarrus County Board of Commissioners for examination and final action. Members will be Laura Lindsey, Chair; Lee Shuman, Wes Huneycutt and Christopher Measmer.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve the creation of the Commission on Financial Efficiency and appoint the following members: Laura Lindsey, Chair; Lee Shuman, Wes Huneycutt and Christopher Measmer.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Christopher Measmer, Cabarrus County Board of Commissioners Chair
Laura Lindsey, Cabarrus County Board of Commissioner Vice Chair

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 6, 2025
5:00 PM**

AGENDA CATEGORY:

Approval of Regular Meeting Agenda

SUBJECT:

BOC - Approval of Regular Meeting Agenda

BRIEF SUMMARY:

The proposed agenda for the January 21, 2025 regular meeting is attached.

REQUESTED ACTION:

Recommended Motion:

Motion to approve the agenda for the January 21, 2025 regular meeting as presented.

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 Regular Meeting Agenda for January 21, 2025

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**January 21, 2025
6:00 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

INVOCATION

A. APPROVAL OF THE AGENDA

B. RECOGNITIONS AND PRESENTATIONS

1. Recognition - Retirement for EMS Master Paramedic Doug Bickerstaff

C. INFORMAL PUBLIC COMMENTS

D. OLD BUSINESS

E. 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. Appointment - Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating Committee (TAC) and Transportation Advisory Committee (TCC)
2. Appointments - Cooperative Extension - Agricultural Advisory Board
3. BOC - Commission on Financial Efficiency
4. County Manager - Easement Agreement with Charlotte Water
5. County Manager - Easement Dedication for R Brown McAllister
6. County Manager - Lease and Agency Agreements
7. County Manager - Sewer Easement on JM Robinson Property

8. County Manager - Temporary Construction Easement at Cox Mill High School
9. County Manager - Opioid Settlement Spending Authorization for Recovery Supports
10. Emergency Medical Services (EMS) - Vehicle Data Tracking
11. Emergency Medical Services (EMS) - Zoll Monitor - Autopulse Replacement
12. Finance - Financing Budget Amendment and Updated Project Ordinances
13. Human Resources - Total Rewards - Time Off Benefits Part 4
14. Planning & Development Department - Authorization for 2025-2026 Community Development Program Funding Applications
15. Planning & Development Department - Proposed Budget Amendment to Revise HOME Grant 2020 Accounts
16. Planning & Development Department - Community Development Duke Energy Rebate Program Proposed Budget Amendment
17. Planning & Development Department - Community Development - Housing and Home Improvement - Proposed Budget Amendment
18. Proclamation - Black History Month
19. Tax Administration - Refund and Release Reports – December 2024

F. NEW BUSINESS

G. GENERAL COMMENTS BY BOARD MEMBERS

H. WATER AND SEWER DISTRICT OF CABARRUS COUNTY

I. CLOSED SESSION

J. ADJOURN

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.