



CABARRUS COUNTY BOARD OF COMMISSIONERS

**WORK SESSION
AUGUST 7, 2017
4:00 P.M.**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA – CHAIRMAN

3. DISCUSSION ITEMS – NO ACTION

- 3.1 Communications and Outreach - Branding Discussion Pg. 3
- 3.2 Stepping Up Program - Case Management Services Progress Update Pg. 4

4. DISCUSSION ITEMS FOR ACTION AT AUGUST 21, 2017 MEETING

- 4.1 CCS - Request to Reappropriate FY17 Capital Funding Pg. 5
- 4.2 Finance – Acceptance of Construction Bids for a New Performance Learning Center and High School for Cabarrus County Schools Pg. 8
- 4.3 Finance - Resolution Approving Installment Contract Financing for Various Public Projects Up to \$128,105,000 Pg. 10
- 4.4 KCS - Funding Request for Contingency to Cover a Change Order for the Kannapolis Middle School Construction Project Pg. 19
- 4.5 KCS - Request to Reappropriate FY17 Capital Funding Pg. 27
- 4.6 RCCC - Request to Reappropriate FY17 Capital Funding Pg. 30
- 4.7 Appointments – Concord Downtown Development Corporation (CDDC) Pg. 34
- 4.8 Active Living and Parks Department – Youth Athletic Discussion Pg. 35
- 4.9 County Manager - Reappropriation of Funds for Ongoing Projects, Grants and Commitments Pg. 36
- 4.10 Finance - Approval of Project Ordinances and Budget Amendments Related to CIP Funded Projects in the FY18 General Fund Budget Pg. 41
- 4.11 Finance – Delegate JCPC Board of Commissioner Authority to Finance Director for Review and Signature of Sub-Recipient Program Agreements Pg. 66
- 4.12 Human Services - Energy Programs Outreach Plan Pg. 68
- 4.13 Infrastructure and Asset Management - Bid Award for Trucks, Vans and SUVs Pg. 74
- 4.14 Planning and Development Department - Proposed Text Amendment to Chapter 7 TEXT2017-00005 Pg. 77
- 4.15 Planning and Development Department - Proposed Text Amendment to Chapter 4 TEXT2017-00006 - Public Hearing 6:30 P.M. Pg. 81

4.16 Tax Collector - New Tax Collection Services Contracts for Harrisburg, Kannapolis, Locust, Midland and Mt. Pleasant Pg. 86

5. APPROVAL OF REGULAR MEETING AGENDA Pg. 109

6. CLOSED SESSION

6.1 Closed Session – Pending Litigation and Economic Development Pg. 113

7. ADJOURN



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

AUGUST 7, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Communications and Outreach - Branding Discussion

BRIEF SUMMARY:

The Board of Commissioners will receive an update on the County's branding process.

REQUESTED ACTION:

Receive update.

EXPECTED LENGTH OF PRESENTATION:

45 Minutes

SUBMITTED BY:

Kasia Thompson, Communications and Outreach Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

AUGUST 7, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Stepping Up Program - Case Management Services Progress Update

BRIEF SUMMARY:

An update on the Stepping Up Program will be presented at the work session.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Mike Downs, County Manager
Sheriff Brad Riley

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 7, 2017
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 21, 2017 Meeting

SUBJECT:

CCS - Request to Reappropriate FY17 Capital Funding

BRIEF SUMMARY:

Cabarrus County Schools (CCS) had \$3,178,527.18 in annual capital funding at the end of June 30, 2017. The school system is submitting a request to have the funds reappropriated to FY18.

REQUESTED ACTION:

Motion to approve the Cabarrus County Schools FY17 reappropriation request in the amount of \$3,178,527 and the related budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Kluttz, Chief Financial Officer, CCS
Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Date:	8/21/2017	Amount:	\$3,178,527.18
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Dept. Head:	Susan Fearrington	Department:	Finance-CCS Capital
" Internal Transfer Within Department Departments/Funds		" Transfer Between p Supplemental Request	
Purpose: Fund Balance appropriated from the General Fund for unspent FY17 capital balances for Cabarrus County Schools.			

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00197210-9701	Cabarrus County School	\$1,020,000.00	\$3,178,527.18		\$4,198,527.18
00167210-6901	Fund Balance Appr	\$0.00	\$3,178,527.18		\$3,178,527.18
	Total				

ATTACHMENTS

☐ [CCS - Re-appropriation Request](#)

Department	Project / Grant	Account Information Org-Object-Proj FY17 GL Codes	FY18 GL Codes	Account Description	Amount	Justification
Cabarrus County Schools	Capital Outlay	00197210-9701	00197210-9701	Bed for Wrecker	\$95,000.00	These funds have been encumbered. DPI would not go out for bids until they got 2 LEA's to committ. Now, they have those commitments and are going out for bid. Our PO is issued to DPI. DPI issues bid.
Cabarrus County Schools	Capital Outlay	00197210-9701	00197210-9701	Purchase of 10 school buses	\$ 880,000.00	These funds have been encumbered. Estimated delivery date is July 31, 2017
Cabarrus County Schools	Capital Outlay	00197210-9701	00197210-9701	20 mobile units	\$ 2,203,527.18	Mobile Unit delivery and setup in process. Per contract, payment will not be processed until until has been sucessfully set up. Expected completion by late August. Furniture orders will be complete by late August (invoices in September). Technology to follow set up of units.
				TOTAL	\$3,178,527.18	



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 7, 2017
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Acceptance of Construction Bids for a New Performance Learning Center and High School for Cabarrus County Schools

BRIEF SUMMARY:

As part of the debt process the Cabarrus County Board of Commissioners must accept the construction bids for the Cabarrus County School's Performance Learning Center and new High school. The Cabarrus County Board of Education will be presented the bids for approval at their 6 p.m. meeting on August 7, 2017. A request is being made to suspend the Cabarrus County BOC rules and adopt the construction bids at the 4 pm August 7, 2017 Agenda Work Session.

REQUESTED ACTION:

Motion to suspend the Board of Commissioners Rules of Procedure to vote and consider the construction bids for a Cabarrus County School Performance Learning Center and High School.

Motion to accept the construction bids for a Cabarrus County School Performance Learning Center and High School subject to approval by the Cabarrus County Board of Education; and authorize the Cabarrus County Finance Director to prepare the appropriate budget amendment and project ordinance.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

AUGUST 7, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at August 21, 2017 Meeting

SUBJECT:

Finance - Resolution Approving Installment Contract Financing for Various Public Projects Up to \$128,105,000

BRIEF SUMMARY:

The Board of County Commissioners has preliminarily approved the issuance of Limited Obligation Bonds (LOBS) for the funding of various public projects on April 18, 2017 and held a public hearing on the issue on May 15, 2017.

The next required step in the financing is the final approval by adoption of the attached Resolution approving the installment contract financing in an amount not-to-exceed \$128,105,000. The LOBS are scheduled for issuance in November 2017, subject to approval by the Local Government Commission.

REQUESTED ACTION:

Motion to adopt the Resolution Approving Installment Contract Financing for Various Public Projects in an Aggregate Principal Amount up to \$128,105,000 and Execution and Delivery by the Cabarrus County Development Corporation of Limited Obligation Bonds Related thereto, Authorizing the Execution and Delivery of Related Documents in Connection therewith, and Providing for Certain other Related Matters.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [Resolution](#)

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

The Board of Commissioners for the County of Cabarrus, North Carolina, met in regular session in the Commissioners' Meeting Room in the Cabarrus County Governmental Center in Concord, North Carolina, the regular place of meeting, at 6:30 p.m., on August 21, 2017, with Stephen M. Morris, Chairman, presiding. The following Commissioners were:

PRESENT: Chairman Stephen M. Morris, Vice Chairman Diane R. Honeycutt and Commissioners Blake Kiger, Elizabeth F. Poole and Lynn W. Shue.

ABSENT: [None.]

ALSO PRESENT: Michael K. Downs, County Manager; Pamela S. Dubois, Senior Deputy County Manager; Susan B. Fearrington, Finance Director; Richard M. Koch, Esq., County Attorney; and Angela Poplin, Interim Clerk to the Board.

* * * * *

RESOLUTION APPROVING INSTALLMENT CONTRACT FINANCING
FOR VARIOUS PUBLIC PROJECTS IN AN AGGREGATE PRINCIPAL
AMOUNT UP TO \$128,105,000 AND THE EXECUTION AND DELIVERY
BY THE CABARRUS COUNTY DEVELOPMENT CORPORATION OF
CERTIFICATES OF PARTICIPATION AND/OR LIMITED OBLIGATION
BONDS RELATED THERETO, AUTHORIZING THE EXECUTION AND
DELIVERY OF RELATED DOCUMENTS IN CONNECTION THEREWITH,
AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

WHEREAS, the Board of Commissioners desires to approve a proposed plan of financing in an aggregate principal amount of up to \$128,105,000, which plan would involve the entry by the County into one or more long-term installment financing contract(s) with the Cabarrus County Development Corporation (the "Corporation") or one or more other third parties pursuant to North Carolina General Statutes 160A-20, as amended, the proceeds of which would be used to pay all or a portion of the costs of (a) constructing and equipping new public school facilities and expanding, rehabilitating, renovating and equipping existing public school facilities, including but not limited to, one new high school and one new performance learning center high school, (b) acquisition of two parcels of real property containing approximately 25 acres, including all improvements located thereon, (c) the construction and equipping of a new

multi-story parking garage and related facilities on real property owned by the County, (d) the acquisition of any necessary rights-of-way and easements related to each of the foregoing and (e) various real and personal property improvements related to each of the foregoing (collectively, the “Projects”), and under said one or more long-term installment financing contract(s) the County would secure the repayment by the County of the moneys advanced pursuant to such one or more long-term installment financing contract(s) by granting a security interest in and lien on all or some portion of the Projects or all or some portion of the real property upon which the Projects are located;

WHEREAS, as part of said plan of financing, the Corporation may also determine to execute and deliver one or more series of Certificates of Participation and/or Limited Obligation Bonds in said one or more long-term installment financing contract(s) in an aggregate principal amount not exceeding \$128,105,000 to finance the advancement of moneys to the County pursuant to said one or more long-term installment financing contract(s) between the County and the Corporation or one or more third parties;

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

(1) an Installment Financing Contract, proposed to be dated on or about November 1, 2017 (or such other date(s) as may be selected by the County), between the County and the Corporation (or one or more third parties) as counterparty (the “Contract(s)”), pursuant to which the Corporation (or such one or more third parties) will advance moneys to the County for the costs of the Projects and the County agrees to make periodic installment payments (the “Installment Payments”) to repay the moneys so advanced, with or without interest, as applicable;

(2) a Deed of Trust, Security Agreement and Fixture Filing (the “Deed of Trust”), proposed to be dated on or about November 1, 2017, among the County as Grantor, the Corporation (or such one or more third parties) as Beneficiary and the trustee named therein, by which the County would secure its obligations to the Corporation (or such one or more third parties) under the Contract(s);

(3) an Indenture of Trust, proposed to be dated on or about November 1, 2017 (the “Trust Indenture”), between the Corporation and the trustee named therein, as trustee (the

“Trustee”), pursuant to which there may be executed and delivered from time to time Certificates of Participation and/or Limited Obligation Bonds, including, without limitation, the Limited Obligation Bonds (County of Cabarrus, North Carolina Installment Financing Contract), Series 2017 (collectively, the “Certificates and/or Bonds”), the proceeds of which will be used to advance the moneys to the County under the Contract(s); and

(4) a Preliminary Official Statement to be dated on or about [October 5], 2017 (the “Preliminary Official Statement”) which, as supplemented with certain pricing and other permitted omitted information, is to be the Official Statement expected to be dated on or about [October 19,] 2017 (the “Official Statement”), pursuant to which the 2017 Limited Obligation Bonds would be offered and sold to the public to the extent that all or any portion of the 2017 Limited Obligation Bonds are publicly offered and sold;

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

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

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

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

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

Section 2. The Board of Commissioners hereby finds and confirms that (i) the Projects and the financing thereof by one or more installment financing contracts is necessary and

expedient for the County; (ii) financing of the Projects by one or more installment financing contracts, under the circumstances, is preferable to a bond issue by the County; (iii) the sums to fall due under said one or more installment financing contracts are adequate and not excessive for their proposed purpose; (iv) the County's debt management procedures and policies are good and its debt will continue to be managed in strict compliance with law; (v) the increase in taxes, if any, necessary to meet the sums to fall due under said one or more installment financing contracts will not be excessive; and (vi) the County is not in default regarding any of its debt service obligations.

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

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

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

Section 6. Each of the Preliminary Official Statement and the Official Statement, in substantially the form of the Preliminary Official Statement submitted to this meeting, is hereby approved in substantially such form, with such changes, insertions and omissions as appropriate, including but not limited to changes, insertions or omissions related to a private placement of all or a portion of the 2017 Limited Obligation Bonds or related to obtaining a policy of municipal bond insurance with respect to all or a portion of the 2017 Limited Obligation Bonds; and the use thereof by the Underwriters and/or Placement Agents in connection with the public offering and sale or private placement of the 2017 Limited Obligation Bonds is hereby authorized. Each of the Chairman of the Board of Commissioners or the County Manager is hereby authorized to execute and deliver in the name and on behalf of the County the final Official Statement in substantially such form, with such changes, insertions and omissions, including but not limited to changes, insertions or omissions related to a private placement of all or a portion of the 2017 Limited Obligation Bonds, or related to obtaining a policy of municipal bond insurance with respect to all or a portion of the 2017 Limited Obligation Bonds, as the person executing the final Official Statement may approve, the execution and delivery of the final Official Statement to constitute conclusive evidence of such approval.

Section 7. Each of the Chairman of the Board of Commissioners, the County Manager and the Director of Finance are authorized to approve all details of the financing of the Projects, including, without limitation, the amount advanced under the Contract(s) and the aggregate principal amount of any Certificates and/or Bonds (which shall not exceed \$128,105,000), the maturities, the principal amounts and the interest amounts (if any) of the Installment Payments and any Certificates and/or Bonds, which interest amounts (calculated with respect to any Certificates and/or Bonds) shall not exceed 6.5% per annum on an effective interest cost basis, the prepayment terms and prices (which shall not exceed 103% of the principal amount being prepaid) and the Underwriters' discount (exclusive of any original issue discount) or Placement Agents' compensation (which shall not exceed 2.0% of the principal amount of any Certificates and/or Bonds). Execution of the Contract(s) by the Chairman of the Board of Commissioners or the County Manager shall conclusively evidence such approval of all such details of said financing.

Section 8. The Chairman of the Board of Commissioners, the County Manager, the Director of Finance and the County Attorney are hereby authorized to take any and all such

further action, including approval of modifications to the Financing Documents, and to execute and deliver for and on behalf of the County such other documents and certificates (including, without limitation, agreements with securities depositories, financing statements, one or more contracts of purchase or purchase agreements, one or more placement agreements, one or more private placement agreements or other offering documents or memoranda, tax certificates and agreements and other documents and agreements (including repurchase agreements) relating to the investment of the proceeds from the execution and delivery of the Contract(s)) as they may deem necessary or advisable to carry out the intent of this resolution and to effect the financing pursuant to the Contract(s) and the other Financing Documents. The County Clerk is hereby authorized to affix the seal of the County to such documents and certificates as may be appropriate and to attest to the same and to execute and deliver the same as may be needed. In addition, said officers are hereby authorized to cooperate with the Underwriters in preparing and filing such filings under state securities or “blue sky” laws (including special consents to service of process) as the Underwriters may request and as the Chairman of the Board of Commissioners, the County Manager or the Director of Finance shall determine.

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

Section 10. The County covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will do and perform all acts and things to comply with the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), in order to assure that interest paid with respect to the 2017 Limited Obligation Bonds will not be includable in the gross income of the owners thereof for purposes of federal income taxation, except to the extent that the County obtains an opinion of bond counsel to the effect that noncompliance would not result in interest with respect to the 2017 Limited Obligation Bonds being includable in the gross income of the owners of the 2017 Limited Obligation Bonds for purposes of federal income taxation.

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

Thereupon, upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution entitled “RESOLUTION

APPROVING INSTALLMENT CONTRACT FINANCING FOR VARIOUS PUBLIC PROJECTS IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$128,105,000 AND THE EXECUTION AND DELIVERY BY THE CABARRUS COUNTY DEVELOPMENT CORPORATION OF CERTIFICATES OF PARTICIPATION AND/OR LIMITED OBLIGATION BONDS RELATED THERETO, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS IN CONNECTION THEREWITH, AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS” was adopted and passed by the following vote:

AYES: _____

NOES: _____

* * * * *

I, Angela Poplin, Interim Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners at a meeting held on August 21, 2017, as relates in any way to the approval of a plan of financing for the public school projects, acquisition of real property and a parking deck project described therein utilizing one or more long-term installment financing contract(s) under North Carolina General Statutes Section 160A-20, and that said proceedings are recorded in Minute Book No. ____ of the minutes of said Board, beginning at page ____ and ending at page ____.

I DO HEREBY FURTHER CERTIFY that a schedule of regular meetings of said Board of Commissioners has been on file in my office pursuant to G.S. 143-318.12 as of a date not less than seven days before said meeting.

WITNESS my hand and the corporate seal of said County, this 21st day of August, 2017.

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

[SEAL]



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

AUGUST 7, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at August 21, 2017 Meeting

SUBJECT:

KCS - Funding Request for Contingency to Cover a Change Order for the Kannapolis Middle School Construction Project

BRIEF SUMMARY:

Kannapolis City Schools (KCS) has submitted a request for a change order for the construction of the current Kannapolis Middle School project. The \$71,016 change order is for intercom system changes (\$2,739) and NCDOT Oakwood road improvements (\$68,277). The Kannapolis Middle School project has a \$359,809 balance of contingency funds set aside in the County's Capital Reserve Fund.

REQUESTED ACTION:

Motion to approve a \$71,016 change order from the project contingency for the Kannapolis Middle School project and to approve the budget revision and related Capital Project Ordinances.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Will Crabtree, Kannapolis City Schools
Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Date:	8/21/2017	Amount:	\$71,016
Dept. Head:	Susan Fearington (prepared by staff)	Department:	368 School Construction Debt Fund
Internal Transfer Within Department Departments/Funds		Transfer Between Supplemental Request	
Purpose: This amendment is for Kannapolis City Schools funding request for Contingency to cover a change order for Kannapolis Middle School Construction Project for \$71,106.00.			

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
36867404-6921	Cont'b from CRF	\$4,658,339.00	\$71,016.00		\$4,729,355.00
36897404-9820	Construction	\$35,989,416.00	\$71,016.00		\$36,060,432.00
45097404-9660	Contingency	\$359,809.00		\$71,016.00	\$288,793.00
45097220-9708	Cont'b to Capt Proj Fn	\$57,536,180.10	\$71,016.00		\$57,607,196.10
	Total				

ATTACHMENTS

- ☐ [Fd 368 Project Ordinance-School Debt Fund](#)
- ☐ [Fd 450 Project Ordinance-Captital Reserve](#)

CABARRUS COUNTY SCHOOL CONSTRUCTION DEBT FUND BUDGET ORDINANCE

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

Section I.

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

Capital Reserve Contribution	\$10,968,359
General Fund Contribution	1,336,500
Limited Obligation Bonds	84,944,452
Public School Building - Lottery funds	1,600,000
Interest Income	18,818
TOTAL REVENUES	\$98,868,129

- D. The following appropriations are made as listed.

Royal Oaks Elementary School	\$22,378,840
Mt. Pleasant Middle School	34,260,164
Kannapolis Middle School	41,488,755
Legal Fees/Closing Costs	740,370

TOTAL EXPENDITURES	\$98,868,129
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GRAND TOTAL – REVENUES	\$98,868,129
GRAND TOTAL – EXPENDITURES	\$98,868,129

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.

3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

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

Adopted this the 21st day of August, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY CAPITAL RESERVE CAPITAL PROJECT BUDGET ORDINANCE

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

Section I.

- A. The project authorized is for the purpose of accumulating and appropriating funds specifically for future County and School capital projects.
- 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.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Contributions from General Fund	\$69,336,508
Contributions from CVB	573,771
Contribution from Capital Projects Fund	6,600
Interest on Investments	415,142
TOTAL REVENUES	\$70,332,021

- D. The following appropriations are made as listed:

Cabarrus County Schools mobile units (20) FY17	2,400,000
Cabarrus County Schools yellow buses (10) FY17	880,000
Kannapolis City Schools yellow buses (5)	441,739
Performance Learning Center	219,000
Mt. Pleasant Middle School	3,627,164
Royal Oaks Elementary	2,611,840
Kannapolis Middle School	4,729,355
Odell 3-5 Elementary School	19,755,175
New High School-Weddington Road	8,086,495
Kannapolis Intermediate Renovation(Carver)	1,520,978
CBTC Campus Renovations, Safety, Security	184,075
CBTC A/C Unit Replacement Phase II	105,000
New CCS Elementary School	2,334,501
Concord Middle School Roof	884,359
Harrisburg Elementary School Roof	630,306
R. Brown McAllister School	30,000
RCCC – Advanced Technology Center	1,580,396
Community College Renovations	280,043
Cabarrus County Schools – Buses FY16	875,000
Cabarrus County Schools – Mobile Units FY16	1,110,000
School Contingency	2,274,432
Tax Collector's Office Renovation	9,116
Frank Liske Park Overflow Parking Lot	24,908
Training & Firing Range Renovations	50,000
Public Safety Training Center	75,000
Carolina Thread Trail	50,000
Downtown Parking Deck	420,000
FLP – Western Playground Restroom Facility	375,000

Arena Aisle Safety Lighting	185,000
Arena Marquee Replacement & Sign Enhancement	112,500
County Website Development	250,000
Renovations to 2325 Lake Concord Road	195,000
Courthouse Expansion	100,000
Arena Restroom Renovations	100,000
FLP Barn Restrooms	102,000
IAM Facility and Warehouse	6,141,264
County Facility Projects	27,717
Robert Wallace Park	3,091,047
Park Projects/CVB	573,771
Other County Capital Projects	3,889,840

TOTAL EXPENDITURES	\$70,332,021
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GRAND TOTAL – REVENUES	\$70,332,021
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GRAND TOTAL – EXPENDITURES	\$70,332,021
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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 \$100,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.

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

Section III.

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

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

Adopted this the 21st day of August, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

AUGUST 7, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at August 21, 2017 Meeting

SUBJECT:

KCS - Request to Reappropriate FY17 Capital Funding

BRIEF SUMMARY:

Kannapolis City Schools (KCS) had \$470,509.24 in annual capital funding at the end of June 30, 2017. The school system is submitting a request to have the funds reappropriated to FY18.

REQUESTED ACTION:

Motion to approve the Kannapolis City Schools FY17 reappropriation request in the amount of \$470,509.24 and to approve the related budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Will Crabtree, Kannapolis City Schools
Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

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Date:	8/21/2017	Amount:	\$470,509.24
Dept. Head:	Susan Fearington	Department:	Finance-KCS Capital
" Internal Transfer Within Department Departments/Funds		" Transfer Between p Supplemental Request	
Purpose: Fund Balance appropriated from the General Fund for unspent FY17 capital balances for Kannapolis City Schools.			

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00197230-9702	Kannapolis City School	\$100,000.00	\$443,709.24		\$543,709.24
00197230-9702-FMD	Kann City Sch-FMD	\$0.00	\$26,800.00		\$26,800.00
00167230-6901	Fund Balance Appr	\$0.00	\$470,509.24		\$470,509.24
	Total				

ATTACHMENTS

☐ [KCS Re-appropriation Request](#)

Department	Project / Grant	Account Information		FY18 GL Codes	Account Description	Amount	Justification
		Org-Object-Proj	FY17 GL Codes				
Kannapolis City Schools	Capital Outlay	00197230-9702		00197230-9702	Capital Outlay	\$443,709.24	KCS received \$441,739 for buses in March and are waiting for them to be completed. The balance of \$1,970.24 can be used for radios for the buses.
Kannapolis City Schools	Capital Outlay-Facilities Maint	00197230-9702-FMD		00197230-9702-FMD	Replace Non-Compliant Playground	\$15,000.00	KCS would like to move the remaining funds to the Non-Compliant Playground project at Shady Brook Elementary
Kannapolis City Schools	Capital Outlay-Facilities Maint	00197230-9702-FMD		00197230-9702-FMD	Balance of Forest Park Chiller Replacement	\$11,800.00	KCS would like to move the remaining funds to the Non-Compliant Playground project at Shady Brook Elementary
					TOTAL	\$ 470,509.24	



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

AUGUST 7, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at August 21, 2017 Meeting

SUBJECT:

RCCC - Request to Reappropriate FY17 Capital Funding

BRIEF SUMMARY:

Rowan-Cabarrus Community College (RCCC) had \$273,554.50 in annual capital funding at the end of June 30, 2017. The college is submitting a request to have the funds reappropriated to FY18.

REQUESTED ACTION:

Motion to approve the Rowan Cabarrus Community College FY17 reappropriation request in the amount of \$273,554.50 and to approve the related budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan Chamberlain, Rowan-Cabarrus Community College
Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Date:	8/21/2017	Amount:	\$273,554.50
Dept. Head:	Susan Fearington	Department:	Finance-RCCC Capital
<input type="checkbox"/> Internal Transfer Within Department Departments/Funds		<input type="checkbox"/> Transfer Between Departments/Funds	
<input type="checkbox"/> Supplemental Request			
Purpose: Fund Balance appropriated from the General Fund for unspent FY17 capital balances for Rowan Cabarrus Community College.			

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00197240-9719	Row Cab Comm College	\$100,000.00	\$273,554.50		\$373,554.50
00167240-6901	Fund Balance Appr	\$0.00	\$273,554.50		\$273,554.50
	Total				

ATTACHMENTS

☐ [RCCC-Re-appropriation request](#)

Department	Project / Grant	Account Information Org-Object-Proj FY17 GL Codes	FY18 GL Codes	Account Description	Amount	Justification
Rowan Cab Com College	Capital Outlay	00197240-9719	00197240-9719	South Campus Student Center Renovations	\$84,955.15	The majority of this project was completed, but the final renovations to the cafeteria portion of the student center were put on hold until additional funding to meet the estimated project budget could be identified. Funds were allocated from the College's Bookstore fund balance in Spring 2017 (the State allows the College to use Bookstore funds for capital projects related to a Student Center or Student Cafeteria). The scope and requirements for this final stage of the student center renovations are being completed now, with estimated completion of the project by June 2018. We request reappropriation of the remaining funds in this project to be used in conjunction with Bookstore fund balance to complete this project.
Rowan Cab Com College	Capital Outlay	00197240-9719	00197240-9719	South Campus Building Access Security Enhancement	9,586.71	This project was a phased rollout across all of our campuses in both counties and the first phase of security enhancements at South Campus was completed. Following completion of Phase I, we prototyped the external access solution at West Avenue to confirm the functionality met our needs, and then rolled the solution out for several buildings at North Campus. We are currently bidding Phase II External Access Controls of the project for South Campus and request reappropriation of the balanced remaining in this project to be used along with Campus Access Fee monies to complete this project estimated to be \$20,000 by end of September 2017.
Rowan Cab Com College	Capital Outlay	00197240-9719	00197240-9719	\$100,000 FY 2017 Annual Appropriation Balance	\$ 29,012.64	We request reappropriation of the funds remaining from FY2017 to be used in conjunction with capital funding for FY2018 for the CBTC air conditioning project. This project is currently out for bid with estimated completion in approximately 90 days.
Rowan Cab Com College	Capital Outlay	00197240-9719	00197240-9719	Allocation for Vehicle	\$ 30,000.00	In keeping with the College's emphasis on being good stewards and maximizing our sustainability efforts, we had planned to use this money to procure a Hybrid Van before the end of Fiscal 2017. We attempted two state bids because a Hybrid van was not available for purchase on State Contract. Neither of the bids yielded any responses. In May, we received information that a Hybrid van is now available through Chrysler, but it is not available on State Contract and at the time we received the information, the State Purchasing & Contracts Division had cut-off bids until Fiscal 2017 year end closeout was completed. Since that time, our Purchasing Officer has been told that a Hybrid van is not yet available. Therefore, since we need the van now and do not feel like we can wait longer for a Hybrid solution, we request reappropriation of these funds to be used to procure a van from State contract and anticipate that the purchase can be completed within 60 days.

Department	Project / Grant	Account Information		FY18 GL Codes	Account Description	Amount	Justification
		Org-Object-Proj	FY17				
		GL Codes					
Rowan Cab Com College	Capital Outlay	00197240-9719		00197240-9719	Cosmetology Facility repairs	\$ 120,000.00	After completing initial engineering efforts to find a solution to the humidity problem at our current Cosmetology facility at West Avenue in Kannapolis, we put this project on hold because we were approached by the City of Kannapolis about moving our facility to make way for the new Intimidators Stadium in downtown Kannapolis. We did not want to proceed and spend money on a facility that we believe we will be vacating next year, so we put this on hold until we have confirmation form the City about wheter or not we are moving. Currently, the City is completing due diligence on a property that we would relocated to, but we do not have confirmation from them yet that the purchase will be completed and they will be able to fund the appropriate renovations of the new space in time for us to relocate in July 2018. If the move does not occur, we will have to correct the humidity problem, but if we move, there should not be a problem in the new facility. We request reappropriation of this funding to be used to correct the humidity problem at West Avenue if the Cosmetology relocation does not occur.
				TOTAL		\$ 273,554.50	



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

AUGUST 7, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at August 21, 2017 Meeting

SUBJECT:

Appointments - Concord Downtown Development Corporation (CDDC)

BRIEF SUMMARY:

Discuss a Board appointment to the Concord Downtown Development Corporation Board of Directors.

REQUESTED ACTION:

For discussion at the work session.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Mike Downs, County Manager
Diane Young, CDDC, Executive Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

AUGUST 7, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at August 21, 2017 Meeting

SUBJECT:

Active Living and Parks Department - Youth Athletic Discussion

BRIEF SUMMARY:

Discussion referencing Youth Athletic Programs

REQUESTED ACTION:

Receive input from Management and Commissioners

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Londa Strong, Director
Byron Haigler, Superintendent
Perry Gabriel, Sr. Park Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

AUGUST 7, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at August 21, 2017 Meeting

SUBJECT:

County Manager - Reappropriation of Funds for Ongoing Projects, Grants and Commitments

BRIEF SUMMARY:

Each year there are new projects, grants and commitments that need to be transitioned to the new fiscal year when they are unable to be completed within the fiscal year they were budgeted. A reappropriation of funds, via fund balance, is needed to transition the projects to the new fiscal year. Attached you will find the reappropriation list of items by department.

REQUESTED ACTION:

Motion to approve the reappropriation list and authorize the Budget and Performance Manager to prepare the related budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kristin Jones, Budget and Performance Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [Reappropriation List](#)
-

Department	Project / Grant	Account Information Org-Object-Project FY17 GL Codes	Account Information Org-Object-Project FY18 GL Codes	Account Description	Amount	Justification
Board of Commissioners	Summit Program Costs	00191110-9356	00191110-9356	Special Program Supplies	1,000.00	These funds were received from participation in and the award of a 2016 LGFCU Excellence and Innovation Award for the Board's Elected Officials Summit programming. In FY17, two municipalities volunteered to host summits, meaning the Board did not have the opportunity to reinvest these award funds back into the program. These funds are needed for FY18 Summit programming costs.
County Manager	Funds for 11 hearing protection muffs for SD range instructors	00191210-9333	00191210-9333	Safety Training & Equipment	3,000.00	The Sheriff's Department chose and received quotes for 11 devices on 6/28/17, this is the agreement that all instructors will now wear double hearing protection which is a WC related precaution
Infrastructure & Asset Mgmt.	Arena Chiller Pad Extension	00191952-9501	00191952-9501	Building & Grounds Maintenance	25,000.00	Unable to obtain a second bid with current market, events schedules was also an issue
Infrastructure & Asset Mgmt.	Engineer Costs	00191952-9606	00191952-9606	Engineers	22,000.00	Project costs to be used for the old MPMS parking lot engineering, MPMS surveying, MPMS Phase I, MPMS Phase II, and possible MPMS master planning for marketing
General Government						\$ 51,000.00
Sheriff	Equipment Purchase	00192110-9331	00192110-9331	Minor Office Equipment & Furniture	705.00	Funds from the sale of a donated Asset; Gun Clearing Trap ordered in FY17, but not received until FY18
Sheriff	DARE Summer Camp	00192110-9441	00192110-9441	DARE Program	1,094.39	Donations for & from DARE Summer Camp Program
Sheriff	Bullet-proof vests for K-9 Squad	00192140-9317	00192140-9317	K-9 Squad	3,970.00	Donations for Bullet-proof vests for K-9 Squad
Public Safety						\$ 5,769.39
Planning & Development	Harrisburg Area Plan	00193230-9605	00193230-9605	Consultants	70,366.00	This project is an update of the Harrisburg Area Planning Area. The project will not be completed before July 1, 2017. The anticipated completion date is not until Fall of 2017. Funds need to be re-appropriated in order to pay the consultant contract, printing, postage, meeting space and for incidental expenses related to the project.
Planning & Development	Duke Department of Energy	00193250-9315-DE	00193250-9315-DE	Health & Safety - Duke DOE	3,989.01	Re-appropriate unexpended rebate funds per grant requirement
Planning & Development	Duke Department of Energy	00193250-9330-DE	00193250-9330-DE	Tools & Min Equip - Duke DOE	3.54	Re-appropriate unexpended rebate funds per grant requirement
Planning & Development	Duke Department of Energy	00193250-9493-DE	00193250-9493-DE	Operations - Duke DOE	4,783.09	Re-appropriate unexpended rebate funds per grant requirement
Planning & Development	Duke Department of Energy	00193250-9315-DL	00193250-9315-DL	Health & Safety - Duke LIHP	10,624.62	Re-appropriate unexpended rebate funds per grant requirement
Planning & Development	Duke Department of Energy	00193250-9330-DL	00193250-9330-DL	Tools & Min Equip - Duke LIHP	1,121.00	Re-appropriate unexpended rebate funds per grant requirement
Planning & Development	Duke Department of Energy	0019325-9493-DL	00193250-9493-DL	Operations - Duke LIHP	12,826.25	Re-appropriate unexpended rebate funds per grant requirement
Economic and Physical Development						\$ 103,713.51
Waste Reduction / Recycling	Household Hazardous Waste	00194620-9414	00194620-9414	Waste Disposal Charges	4,992.92	These funds are to cover household hazardous waste received by residents prior to the end of FY17, but transported and disposed in FY18
Waste Reduction / Recycling	NC Electronic Management Fund Expense	00194620-937001	00194620-937001	NC Electronic Management Fund Expense	4,575.45	Funds received from the state that are only to be used for electronics/television recycling program.
Environmental Protection						\$ 9,568.37

Department	Project / Grant	Account Information Org-Object-Project FY17 GL Codes	Account Information Org-Object-Project FY18 GL Codes	Account Description	Amount	Justification
Department of Human Services - Child Welfare	Special Needs Grant	00195630-9332	00195630-9332	Special Needs Kids	79,140.10	State funds required to be carried forward each year until expended in full. This money is for adoption awareness and to support children and families for adoption.
Department of Human Services - Child Welfare	Triple P Grant	00195630-94003	00195630-94003	Triple P Grant	3,742.11	Triple P Grant is carried forward each year. Triple P is the Positive Parenting Program to assist with parenting classes in Child Welfare.
Department of Human Services - Adult & Aging	SHIP Special Program	00195760-9356-SHIP	00195760-9356-SHIP	Special Program Supplies-SHIP	1,813.56	This Federal grant runs through September 2017. The SHIP program is the Senior Health Insurance Information Program.
Department of Human Services - Transportation	Transportation Services-5310 Grant	00195240-9472-0495	00195240-9472-0495	Transportation Services	120,851.68	This Federal grant runs through September 2017 from the City of Concord to provide transportation services for the elderly and handicap.
Veterans Services	Donations	00195110-9355	00195110-9355	Other Operating Cost	244.75	Remains of donations given to Veterans Services for veterans functions and outreach events.
Veterans Services	Donations	00195110-9355-FOOD1	00195110-9355-FOOD1	Other Operating Cost-FOOD1	200.00	Donations given specifically for food for Veterans Service's food pantry. Donations were received, but that there has not been a need to spend this in FY17 due to food pantry being fully stocked.
Veterans Services	Outreach	00195110-9355-OTRCH	00195110-9355-OTRCH	Other Operating Cost-OTRCH	360.35	Post 51 has not yet given Veterans Service a receipt for reimbursement of the cost of the flags placed for Memorial Day 2017. Funds used to reimburse Concord American Legion Post 51 the cost to replace American flags at the graves of veterans in Oakwood Cemetery in Concord
Cooperative Extension	4-H Cannon Grant	00195410-9114-4HCAN	00195410-9114-4HCAN	Auxillary Employee	3,447.45	4-H Cannon grant awarded January 2017 through November 2017. Funds need to be re-appropriated in order to pay for aux employee, program supplies, travel, and for incidental expenses related to this grant program. This grant helped fund the 4-H After-School Program-Healthy Lifestyles.
Cooperative Extension	4-H Cannon Grant	00195410-9201-4HCAN	00195410-9201-4HCAN	Social Security	213.74	4-H Cannon grant awarded January 2017 through November 2017. Funds need to be re-appropriated in order to pay for aux employee, program supplies, travel, and for incidental expenses related to this grant program. This grant helped fund the 4-H After-School Program-Healthy Lifestyles.
Cooperative Extension	4-H Cannon Grant	00195410-9202-4HCAN	00195410-9202-4HCAN	Medicare	49.98	4-H Cannon grant awarded January 2017 through November 2017. Funds need to be re-appropriated in order to pay for aux employee, program supplies, travel, and for incidental expenses related to this grant program. This grant helped fund the 4-H After-School Program-Healthy Lifestyles.
Cooperative Extension	4-H Cannon Grant	00195410-9230-4HCAN	00195410-9230-4HCAN	Workers Comp	4.20	4-H Cannon grant awarded January 2017 through November 2017. Funds need to be re-appropriated in order to pay for aux employee, program supplies, travel, and for incidental expenses related to this grant program. This grant helped fund the 4-H After-School Program-Healthy Lifestyles.
Cooperative Extension	4-H Cannon Grant	00195410-9356-4HCAN	00195410-9356-4HCAN	Special Program Supplies	4,214.12	4-H Cannon grant awarded January 2017 through November 2017. Funds need to be re-appropriated in order to pay for aux employee, program supplies, travel, and for incidental expenses related to this grant program. This grant helped fund the 4-H After-School Program-Healthy Lifestyles.

Department	Project / Grant	Account Information Org-Object-Project FY17 GL Codes	Account Information Org-Object-Project FY18 GL Codes	Account Description	Amount	Justification
Cooperative Extension	4-H Cannon Grant	00195410-9610-4HCAN	00195410-9610-4HCAN	Travel	205.74	4-H Cannon grant awarded January 2017 through November 2017. Funds need to be re-appropriated in order to pay for aux employee, program supplies, travel, and for incidental expenses related to this grant program. This grant helped fund the 4-H After-School Program-Healthy Lifestyles.
Cooperative Extension	4-H Cannon Grant	00195410-9640-4HCAN	00195410-9640-4HCAN	Insurance & Bonds	54.34	4-H Cannon grant awarded January 2017 through November 2017. Funds need to be re-appropriated in order to pay for aux employee, program supplies, travel, and for incidental expenses related to this grant program. This grant helped fund the 4-H After-School Program-Healthy Lifestyles
Human Services						
					\$ 214,542.12	
Active Living & Parks	REACH (Racial and Ethnic Approaches to Community Health)	00198145-9114-MISC	00198145-9114-MISC	Bilingual Staff and Instructors	4,028.00	This project is a part of the REACH Grant funds received from the Cabarrus Health Alliance in FY17 to promote healthy lifestyles and provide outreach to the Hispanic community in Cabarrus County. Funds need to be re-appropriated in order to pay the interpreter and instructor costs through the end of the grant period, which is September 2017. The project will be completed by September 30.
Active Living & Parks	Purchased Services	00198140-9445-FLP	00198140-9445-FLP	Umpires/Scorekeepers	840.00	Due to unforeseen weather conditions during the spring/summer adult softball league at Frank Liske Park, 8 nights (21 games at \$40.00) were "rained out" and rescheduled at the end of the season (July). Funds need to be re-appropriated in order to pay the Umpires and Scorekeepers.
Library	Kannapolis Furniture - Cannon	00198240-9860	00198240-9860	Equipment & Furniture	2,257.97	The type of mount needed for the Public Access Computers (library catalog computers) was not established before the end of FY17. Re-appropriating these funds will allow the library and ITS to purchase and install these needed computers in the public areas of the Kannapolis library.
Library	Library Technology - Cannon	00198240-9342	00198240-9342	Minor Technology Equipment	5,365.26	Remaining purchases still need to be made from Cannon grant funds for additional library technology (iPads, mobile circulation equipment, laptops).
Culture and Recreation						
					\$ 12,491.23	
				TOTAL	\$ 397,084.62	

Fund	Category	
General	General Government	51,000.00
	Public Safety	5,769.39
	Eco and Phys Dev.	103,713.51
	Env Protection	9,568.37
	Human Services	214,542.12
	Culture and Recreation	12,491.23
	Total	<u>\$ 397,084.62</u>



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

AUGUST 7, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at August 21, 2017 Meeting

SUBJECT:

Finance - Approval of Project Ordinances and Budget Amendments Related to CIP Funded Projects in the FY18 General Fund Budget

BRIEF SUMMARY:

Included is a list of CIP (Capital Improvement Plan) projects were approved as part of the FY18 General Fund Budget. These projects will be recorded and tracked in the Construction and Renovation Fund, School Construction Fund, School Construction Debt Fund, Limited Obligation Bond 2017 Fund, and Limited Obligation Bond 2018 Fund. Monies to fund these projects were provided by the Capital Reserve Fund including an adjustment to reverse the funding for a future warehouse that has been put on hold for now. Updates to the six project ordinances and related budget amendment are presented for approval.

REQUESTED ACTION:

Motion to adopt the six updated project ordinances (Construction and Renovation, School Construction, School Construction Debt, Limited Obligation Bond 2017, Limited Obligation Bond 2018, and the Capital Reserve), and the related budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Date:	8/21/2017	Amount:	\$10,078,220
Dept. Head:	Susan Fearrington	Department:	Finance
" Internal Transfer Within Department Departments/Funds		" Transfer Between p Supplemental Request	
Purpose: To allocate funds from the Capital Reserve Fund for FY18 Capital Improvement Projects approved during the FY18 Annual Budget process on June 19, 2017. This budget amendment also reverses the previous Capital Reserve allocation to the Warehouse purchase project until another property is located.			

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
36961950-6921	Cont fr CRF-Warehouse	\$6,141,264.00		\$4,000,000.00	\$2,141,264.00
36991950-9826	Bldg Acquist-Warehouse	\$4,600,000.00		\$4,000,000.00	\$600,000.00
					\$0.00
45097220-9708	Cont to Cap Proj Fd	\$57,607,196.10		\$4,000,000.00	\$53,607,196.10
45097220-9821	Build & Renovations	\$3,889,840.20	\$4,000,000.00		\$7,889,840.20
					\$0.00
36991110-9606-DECK	Engineer - Parking Deck	\$52,895.00	\$150,000.00		\$202,895.00
36991110-9660-DECK	Contingency-Park Deck		\$500,000.00		\$500,000.00
36961110-6921-DECK	Cont CRF - Park Deck	\$420,000.00	\$650,000.00		\$1,070,000.00
					\$0.00
45097220-9708	Cont to Cap Proj Fd	\$53,607,196.10	\$650,000.00		\$54,257,196.10
45097220-9821	Build & Renovations	\$7,889,840.20		\$650,000.00	\$7,239,840.20

					\$0.00
34392730-9860-MONIT	Equip -Heart Monitors		\$550,111.00		\$550,111.00
34362730-6921-MONIT	Cont CRF-Heart Monitor		\$550,111.00		\$550,111.00
					\$0.00
45097220-9708	Cont to Cap Proj Fd	\$54,257,196.10	\$550,111.00		\$54,807,307.10
45097220-9821	Build & Renovations	\$7,239,840.20	\$0.00	\$550,111.00	\$6,689,729.20
					\$0.00
34392730-9821-CON	Bldg & Reno - EMS-CON		\$375,000.00		\$375,000.00
34362730-6921-CON	Cont CRF-EMS Station		\$375,000.00		\$375,000.00
					\$0.00
45097220-9708	Cont to Cap Proj Fd	\$54,807,307.10	\$375,000.00		\$55,182,307.10
45097220-9821	Build & Renovations	\$6,689,729.20		\$375,000.00	\$6,314,729.20
					\$0.00
34392210-9605-COURT	Consultant-Courthouse	\$100,000.00	\$1,000,000.00		\$1,100,000.00
34362210-6921-COURT	Cont CRF-Courthouse	\$100,000.00	\$1,000,000.00		\$1,100,000.00
					\$0.00
45097220-9708	Cont to Cap Proj Fd	\$55,182,307.10	\$1,000,000.00		\$56,182,307.10
45097220-9821	Build & Renovations	\$6,314,729.20		\$1,000,000.00	\$5,314,729.20
					\$0.00
34391110-9830-BATH	Oth ImpGC ADA Bathroom	\$0.00	\$205,000.00		\$205,000.00
34361110-6921-BATH	Cont CRF GC ADA Bath	\$0.00	\$205,000.00		\$205,000.00
					\$0.00
45097220-9708	Cont to Cap Proj Fd	\$56,182,307.10	\$205,000.00		\$56,387,307.10
45097220-	Build &				

9821	Renovations	\$5,314,729.20		\$205,000.00	\$5,109,729.20
					\$0.00
34392110-9342-CAM	Minor Tech-SecurityCam	\$47,000.00	\$70,000.00		\$117,000.00
34362110-6921-CAM	Cont CRF-SecurityCam	\$0.00	\$70,000.00		\$70,000.00
					\$0.00
45097220-9708	Cont to Cap Proj Fd	\$56,387,307.10	\$70,000.00		\$56,457,307.10
45097220-9821	Build & Renovations	\$5,109,729.20		\$70,000.00	\$5,039,729.20
					\$0.00
34391810-9830-TECH	Oth Impr-Fiber Improv	\$0.00	\$120,000.00		\$120,000.00
34361810-6921-TECH	Cont CRF-Fiber Improv	\$0.00	\$120,000.00		\$120,000.00
					\$0.00
45097220-9708	Cont to Cap Proj Fd	\$56,457,307.10	\$120,000.00		\$56,577,307.10
45097220-9821	Build & Renovations	\$5,039,729.20		\$120,000.00	\$4,919,729.20
					\$0.00
36897305-9860	Furniture - ROES	\$0.00	\$805,000.00		\$805,000.00
36897305-9862	Technology-ROES	\$0.00	\$752,400.00		\$752,400.00
36897305-9485	Admin Moving-ROES	\$16,000.00	\$50,000.00		\$66,000.00
36867305-6921	Cont CRF-ROES	\$2,611,840.00	\$1,607,400.00		\$4,219,240.00
					\$0.00
45097220-9708	Cont to Cap Proj Fd	\$56,577,307.10	\$1,607,400.00		\$58,184,707.10
45097220-9821	Build & Renovations	\$4,919,729.20		\$1,607,400.00	\$3,312,329.20
					\$0.00
36897305-9726	Start Up-ROES	\$0.00	\$207,250.00		\$207,250.00
36897305-9820-0599	Const Owner's-ROES	\$199,775.00	\$50,000.00		\$249,775.00

36867305-6921	Cont CRF-ROES	\$4,219,240.00	\$257,250.00		\$4,476,490.00
					\$0.00
45097220-9708	Cont to Cap Proj Fd	\$58,184,707.10	\$257,250.00		\$58,441,957.10
45097220-9821	Build & Renovations	\$3,312,329.20		\$257,250.00	\$3,055,079.20
					\$0.00
37097345-9606	Engineers-New Elem	\$153,750.00	\$102,500.00		\$256,250.00
37067345-6921	Cont CRF-New Elem	\$2,334,500.74	\$102,500.00		\$2,437,000.74
					\$0.00
45097220-9708	Cont to Cap Proj Fd	\$58,441,957.10	\$102,500.00		\$58,544,457.10
45097220-9821	Build & Renovations	\$3,055,079.20		\$102,500.00	\$2,952,579.20
					\$0.00
36997344-9820-0599	Const Owner's-New HS	\$0.00	\$55,000.00		\$55,000.00
36997344-9606	Engineer-New High Sch	\$278,350.00	\$200,000.00		\$478,350.00
36967344-6921	Cont CRF-New HS	\$8,086,495.26	\$255,000.00		\$8,341,495.26
					\$0.00
45097344-9660	Contingency-New HS	\$0.00	\$414,250.00		\$414,250.00
45097220-9708	Cont to Cap Proj Fd	\$58,544,457.10	\$255,000.00		\$58,799,457.10
45097220-9821	Build & Renovations	\$2,952,579.20		\$669,250.00	\$2,283,329.20
					\$0.00
36497240-9821-HVAC	HVAC Repl-RCCC	\$0.00	\$100,000.00		\$100,000.00
36467240-6921	Cont CRF-RCCC HVAC	\$0.00	\$100,000.00		\$100,000.00
					\$0.00
45097220-9708	Cont to Cap Proj Fd	\$58,799,457.10	\$100,000.00		\$58,899,457.10
45097220-9821	Build & Renovations	\$2,283,329.20		\$100,000.00	\$2,183,329.20

					\$0.00
36997341-9860	Furn/Equip-PLC	\$0.00	\$131,709.00		\$131,709.00
36997341-9726	Start-Up-PLC	\$0.00	\$40,000.00		\$40,000.00
36997341-9862	Technology-PLC	\$0.00	\$200,000.00		\$200,000.00
36967341-6921	Cont CRF-PLC	\$219,000.00	\$371,709.00		\$590,709.00
					\$0.00
45097220-9708	Cont to Cap Proj Fd	\$58,899,457.10	\$371,709.00		\$59,271,166.10
45097220-9821	Build & Renovations	\$2,183,329.20		\$371,709.00	\$1,811,620.20
					\$0.00
	Total				

ATTACHMENTS

- ☐ [CIP Projects list](#)
- ☐ [Fd 343 Const & Reno Proj Ord](#)
- ☐ [Fd 364 Sch Const Proj Ord](#)
- ☐ [Fd 368 Sch Const Debt Proj Ord](#)
- ☐ [Fd 369 LOBs 2017 Proj Ord](#)
- ☐ [Fd 370 LOBs 2018 Proj Ord](#)
- ☐ [Fd 450 Cap Reserve Proj Ord](#)

Cabarrus County				
FY18 CIP				
Funded through Capital Reserve Funds				
FY 2018 CIP request included in FY18 Budget approved on June 19, 2017	On CIP	On July BOC Agenda	On August BOC Agenda	
2018-Parking Deck Engineers	\$ 150,000		\$ 150,000	
2018-Parking Deck Contingency	500,000		500,000	
2018-Heart Monitors	550,111		550,111	
2018-EMS Relocation/colocation to Concord Fire Station #10	375,000		375,000	
2018-Courthouse Expansion/Relocation	1,000,000		1,000,000	
2018-Renovate Governmental Center Bathrooms-ADA	205,000		205,000	
2018-Door Access and Security Camera Network	70,000		70,000	
2018-Fiber Infrastructure Improvements	120,000		120,000	
2018 - Royal Oaks (funded thru FY 16 CRF allocation)	1,607,400		1,607,400	
2018 - Royal Oaks Elem School (approved 1/2018)	257,250		257,250	
2018-New Elem Sch Admin& Legal/Architect/Engineers	1,279,250	1,176,750	102,500	
2018-New High School Weddington - Engineer	200,000		200,000	
2018-New High School Weddington - Const-not bid	55,000		55,000	
2018-High School Contingency	414,250		414,250	
2018-RCCC A/C Replacement	100,000		100,000	
2018-PLC Technology/FF&E/Startup	371,709		371,709	
	\$ 7,254,970	\$ 1,176,750	\$ 6,078,220	\$ 7,254,970

CABARRUS COUNTY CONSTRUCTION AND RENOVATION PROJECT BUDGET ORDINANCE

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

Section I.

- A. The project authorized is the various County construction and renovation related projects. Details of the projects 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.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Capital Reserve Fund Contribution	\$7,067,399
Rental – Tower Lease	726,098
Lease Proceeds (Robert Wallace Park)	3,666,394
General Fund Contribution	4,249,779
Sale of Fixed Assets	423,417
Contributions and Donations	117,036
Park & Recreation Trust Fund(PARTF) Grant	350,000
Capital Projects Fund Contribution	5,775

TOTAL REVENUES	\$16,605,898
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- D. The following appropriations are made as listed.

Tax Collector Renovation	163,500
BOE Election Equipment	323,000
County Website Design	283,750
Jail Camera Upgrade	47,000
LEC Law Enforcement Technology	786,932
Training & Firing Range Renovation	50,000
Courthouse Expansion	1,100,000
Northeast VFD Emergency Hydrants	40,000
Public Safety Training Center	90,000
Emergency Communications Equipment	2,099,491
JM Robinson High School Wetlands Mitigation	100,000
Robert Wallace Park	8,147,964
Frank Liske Park – Western Playground Restrooms	375,000
Frank Liske Park – Barn Restrooms	102,000
Frank Liske Park Overflow Parking	236,960
Carolina Thread Trail	59,329
Arena- Restroom Renovation	100,000
Arena –Aisle Safety Lighting	185,000
Arena – Marque Replacement & Sign	112,500
Landfill Retaining Wall	325,000
Cooperative Ext. ADA Bathrooms	150,000
Furniture Replacements	178,723

Senior Center Parking Lot	64,000
EMS Heart Monitors	550,111
EMS Co-location – Concord Fire #11	375,000
Governmental Center ADA Bathrooms	205,000
Sheriff Security Cameras	70,000
ITS Fiber Technology Improvements	120,000
Unassigned	165,638

TOTAL EXPENDITURES	\$16,605,898
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GRAND TOTAL – REVENUES	\$16,605,898
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GRAND TOTAL – EXPENDITURES	\$16,605,898
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Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
 8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
 9. The County Manager may execute contracts with outside agencies to properly

document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.

10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

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

Adopted this the 21st day of August, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY SCHOOL CONSTRUCTION PROJECT BUDGET ORDINANCE

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

Section I.

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

General Fund Contribution	\$4,947,602
Capital Reserve Contribution	23,209,893
Capital Projects Fund Contribution	2,134,634

TOTAL REVENUES	\$30,292,129
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- C. The following appropriations are made as listed.

Odell Grades 3-5 Elementary School	\$22,438,668
R. Brown McAlister School	30,000
Northwest Middle School Roof	885,470
Rocky River Elementary School Roof	599,904
Winecoff Elementary School Roof	655,571
Jay M. Robinson High School Roof	1,146,752
Early College Site at RCCC	746,860
Kannapolis Intermediate Renovations-Carver Elem	1,520,978
CBTC Campus Renovations, Safety, Security	184,075
CBTC A/C Units Replacement Phase II	105,000
Concord Middle School Roof	884,359
Harrisburg Elementary School Roof	917,125
RCCC – HVAC Replacement	100,000
Available Other Improvements	77,367

TOTAL EXPENDITURES	\$30,292,129
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GRAND TOTAL – REVENUES	\$30,292,129
GRAND TOTAL – EXPENDITURES	\$30,292,129

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.

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

Section III.

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

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the

financial status of each project element in Section I and on the total revenues received or claimed.

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

Adopted this the 21st day of August, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY SCHOOL CONSTRUCTION DEBT FUND BUDGET ORDINANCE

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

Section I.

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

Capital Reserve Contribution	\$12,833,009
General Fund Contribution	1,336,500
Limited Obligation Bonds	84,944,452
Public School Building - Lottery funds	1,600,000
Interest Income	18,818
TOTAL REVENUES	\$100,732,779

- D. The following appropriations are made as listed.

Royal Oaks Elementary School	\$24,243,490
Mt. Pleasant Middle School	34,260,164
Kannapolis Middle School	41,488,755
Legal Fees/Closing Costs	740,370

TOTAL EXPENDITURES	\$100,732,779
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GRAND TOTAL – REVENUES	\$100,732,779
GRAND TOTAL – EXPENDITURES	\$100,732,779

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.

3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

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

associated with the project is closed.

Adopted this the 21st day of August, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY LIMITED OBLIGATION BONDS 2017 PROJECT BUDGET ORDINANCE

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

Section I.

- A. The project authorized is for the construction of a Parking Deck. 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.

General Fund Contribution	\$1,083,000
Capital Reserve Contribution	12,143,468
Debt Proceeds	1,000,000

TOTAL REVENUES	\$14,226,468
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- C. The following appropriations are made as listed.

Parking Deck Downtown Concord	\$1,958,000
New Cabarrus County High School	8,341,495
Performance Learning Center	785,709
Warehouse	2,141,264
Financing Costs	1,000,000

TOTAL EXPENDITURES	\$14,226,468
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GRAND TOTAL – REVENUES	\$14,226,468
GRAND TOTAL – EXPENDITURES	\$14,226,468

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.
12. The Manager, Finance Director, or designee may create debt financing amendments from estimated projections upon approval by the Board of Commissioners of the debt financing and adjust as needed upon closing.

Section III.

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

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

governing Board, and to the Finance Director for direction in carrying out this project.

- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this the 21st day of August, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY LIMITED OBLIGATION BONDS 2018 PROJECT BUDGET ORDINANCE

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

Section I.

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

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

Capital Reserve Contribution	\$4,017,397
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TOTAL REVENUES	\$4,017,397
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- C. The following appropriations are made as listed.

RCCC – Advanced Technology Center	\$1,580,396
New Cabarrus County Elementary School	2,437,001

TOTAL EXPENDITURES	\$4,017,397
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GRAND TOTAL – REVENUES	\$4,017,397
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GRAND TOTAL – EXPENDITURES	\$4,017,397
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Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
 - 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.

4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

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

Adopted this the 21st day of August, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY CAPITAL RESERVE CAPITAL PROJECT BUDGET ORDINANCE

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

Section I.

- A. The project authorized is for the purpose of accumulating and appropriating funds specifically for future County and School capital projects.
- 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.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Contributions from General Fund	\$69,336,508
Contributions from CVB	573,771
Contribution from Capital Projects Fund	6,600
Interest on Investments	415,142
TOTAL REVENUES	\$70,332,021

- D. The following appropriations are made as listed:

Mt. Pleasant Middle School	3,627,164
Royal Oaks Elementary	4,476,490
Kannapolis Middle School	4,729,355
Odell 3-5 Elementary School	19,755,175
Kannapolis Intermediate Renovation(Carver)	1,520,978
CBTC Campus Renovations, Safety, Security	184,075
CBTC A/C Unit Replacement Phase II	105,000
Concord Middle School Roof	884,359
Harrisburg Elementary School Roof	630,306
R. Brown McAllister School	30,000
RCCC – A/C Replacement	100,000
New High School-Weddington Road	8,341,495
Performance Learning Center	590,709
RCCC – Advanced Technology Center	1,580,396
New CCS Elementary School	2,437,001
Community College Renovations	280,043
Cabarrus County Schools – Buses FY16	875,000
Cabarrus County Schools – Mobile Units FY16	1,110,000
Cabarrus County Schools yellow buses (10) FY17	880,000
Cabarrus County Schools mobile units (20) FY17	2,400,000
Kannapolis City Schools yellow buses (5)	441,739
School Contingency	2,688,682
IAM Facility and Warehouse	2,141,264
Downtown Parking Deck	1,070,000
Tax Collector's Office Renovation	9,116
Frank Liske Park Overflow Parking Lot	24,908
Training & Firing Range Renovations	50,000
Public Safety Training Center	75,000

Carolina Thread Trail	50,000
FLP – Western Playground Restroom Facility	375,000
Arena Aisle Safety Lighting	185,000
Arena Marquee Replacement & Sign Enhancement	112,500
County Website Development	250,000
Renovations to 2325 Lake Concord Road	195,000
Courthouse Expansion	1,100,000
Arena Restroom Renovations	100,000
FLP Barn Restrooms	102,000
EMS Heart Monitors	550,111
EMS Relocation to Concord Fire #10	375,000
Government Center Bathroom ADA	205,000
Door Access & Security Cameras - Sheriff	70,000
ITS – Fiber Infrastructure Improvements	120,000
County Facility Projects	27,717
Robert Wallace Park	3,091,047
Park Projects/CVB	573,771
Other County Capital Projects	1,811,620

TOTAL EXPENDITURES	\$70,332,021
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GRAND TOTAL – REVENUES	\$70,332,021
-------------------------------	---------------------

GRAND TOTAL – EXPENDITURES	\$70,332,021
-----------------------------------	---------------------

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 \$100,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.

7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

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

Adopted this the 21st day of August, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 7, 2017
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 21, 2017 Meeting

SUBJECT:

Finance - Delegate JCPC Board of Commissioner Authority to Finance Director for Review and Signature of Sub-Recipient Program Agreements

BRIEF SUMMARY:

As part of the Cabarrus County Annual Budget process an amount is approved for the Juvenile Crime Prevention Council (JCPC) program. The County receives the JCPC funding and then passes the funds on to JCPC approved sub-recipients. Normally at the local June JCPC meeting, final approval to all sub-recipients are made. After approval the sub-recipients present their Program Agreements through an electronic approval signature process. This can take up to a month for final review and approval by the JCPC Chair, the County and the Department of Public Safety. No funding is released until all reviews and signatures have been completed. Due to the timing of Sub-recipient Program Agreement approvals, there is a need for the Finance Director to review and approve the Program Agreements for the sub-recipients without waiting for a subsequent BOC meeting. If approval is granted, the Finance Director can approve and sign the Program Agreements on behalf of the County and then report to the BOC the final allocation at a subsequent meeting.

REQUESTED ACTION:

Motion to delegate review and approval of Sub-recipient Program Agreements to the Finance Director, and authorize the Finance Director to sign on behalf of the County.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 7, 2017
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 21, 2017 Meeting

SUBJECT:

Human Services - Energy Programs Outreach Plan

BRIEF SUMMARY:

Each year, the Cabarrus County Department of Human Services is required to submit an Energy Programs Outreach Plan to the State detailing the strategies the agency will use in promoting the two major energy programs, Crisis Intervention Program (CIP) and Low Income Energy Assistance Program (LIEAP). The agency has established strong working relationships with local energy providers, community agencies, and residential living centers to help promote and disseminate information to potential applicants for these services.

The energy programs are intended to assist low income elderly, disabled, children, and families with financial assistance with energy costs, especially for those households that are in a crisis situation or facing serious health issues. Both programs are means tested with specific eligibility criteria that must be met, including any and all required supporting documentation from the applicant.

The Department will conduct several outreach events, including on-site applications for the LIEAP program that will help assist potential homebound elderly applicants.

REQUESTED ACTION:

Motion to approve the Energy Program Outreach Plan for submission to the State, including a letter of support for the energy programs from the governing board.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Ben Rose, Human Services Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Energy Program Outreach Plan: State Template](#)
 - ☐ [Letter of Support](#)
-

**CABARRUS COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ENERGY PROGRAMS OUTREACH PLAN

	LIEAP	CIP
Contact person:	<u>Kim Middlebrooks</u>	<u>Kim Middlebrooks</u>
Address:	<u>1303 South Cannon Blvd</u> <u>Kannapolis, NC 28083</u>	<u>1303 South Cannon Blvd</u> <u>Kannapolis, NC 28083</u>
Telephone:	<u>704-920-1430</u>	<u>704-920-1430</u>

Please address both CIP and LIEAP where appropriate.

OUTREACH

1. The following agencies or groups will be contacted to encourage their participation on an interagency committee for CIP and/or LIEAP:

City of Concord Utilities	Duke
Energy United	Union Electric
Public Service of North Carolina	Barefoot Oil
Griffin Oil	McCoy Oil
Propst Brothers Oil Company	Suburban Propane
Efird Quality Gas	Barrier Logging and Firewood
Amerigas	Energy United Propane
Mooresville Oil	Mooresville Propane
Piedmont Natural Gas	Baptist Sharing House
Cabarrus Commerce Department	Cabarrus Meals on Wheels
Faith Community Health Ministry (CMC-NE)	Concord Housing Authority
Salvation Army	Villas at Forest Park
Logan Gardens	Wesbury Apartments
Cabarrus County Health Alliance	Camilla Hills Apartments
Coltrane L.I.F.E Center	Cooperative Christian Ministry
Wellspring Village	
2. Committee meetings will be scheduled for the following dates and times (you may list tentative dates): October 25, 2017 at 2:00PM at Cabarrus County Dept. of Human Services, 1303 South Cannon Blvd, Kannapolis, NC 28083
3. The following agencies or groups will provide outreach services for CIP and/or LIEAP:

City of Concord Utilities	Duke
Energy United	Union Electric
Public Service of North Carolina	Barefoot Oil
Griffin Oil	McCoy Oil
Propst Brothers Oil Company	Suburban Propane
Efird Quality Gas	Barrier Logging and Firewood
Amerigas	Energy United Propane
Mooresville Oil	Mooresville Propane
Piedmont Natural Gas	Baptist Sharing House

Attachment number 1 \n

Cabarrus Commerce Department
Faith Community Health Ministry (CMC-NE)
Salvation Army
Logan Gardens
Cabarrus County Health Alliance
Coltrane L.I.F.E Center
Wellspring Village

Cabarrus Meals on Wheels
Concord Housing Authority
Villas at Forest Park
Wesbury Apartments
Camilla Hills Apartments
Cooperative Christian Ministry

- a. What outreach activities will each agency provide to those individuals and families with the lowest income and highest relative energy costs and needs?

Distribution and posting of informational flyers

- b. What outreach activities will each agency provide to households with a member age 60 and over?

Distribution and posting of informational flyers

4. Outreach for CIP and/or LIEAP will be coordinated between the County Department of Human Services and each agency in number 3 in the following ways:

Dept. of Human Services will provide informational flyers for distribution and posting.
Dept. of Human Services will also offer senior housing agencies located within Cabarrus County the option of having LIEAP applications taken on site.

5. How will the County Department of Human Services coordinate with aging and adult services to provide outreach that will target the elderly population age 60 and over and disabled persons and receiving services through their agency?

Dept. of Human Services will provide informational flyers for distribution and posting.
Dept. of Human Services will also offer senior housing agencies located within Cabarrus County the option of having LIEAP applications taken on site. Information regarding LIEAP will also be publicized in the Cabarrus County Senior Centers news magazine.

6. The following newspapers, radio stations, and television stations will be contacted to request that they publicize the energy program:

WBTV	Independent Tribune
WSOC	Charlotte Observer
Fox Charlotte	WFAE
WCNC	News 14
Journeys	

APPLICATION TAKING

- 1a. CIP is a year-round program which runs July 1st through June 30th statewide.
- b. LIEAP application-taking will be from December 1st through March 31st annually statewide.
2. The following agencies or groups will provide application-taking and processing services for CIP and/or LIEAP (please list their addresses, and hours for CIP and/or LIEAP):
N/A
3. Any additional comments or activities planned for CIP and/or LIEAP:
N/A
4. The maximum allowed CIP benefit amount per eligible household is **\$ 600** per fiscal year (July 1 – June 30). This applies to all counties.

This Outreach Plan applies to LIEAP and CIP only. Energy Neighbor, Share the Warmth, Wake Electric Round Up, and Helping Each Member Cope funds are not governed by this Plan. Please refer to the appropriate Energy Manual section for eligibility criteria regarding those funds.

Director's Signature

Date

Figure 200-1



Cabarrus County Government

August 21, 2017

David Locklear, Acting Chief
Economic and Family Services
2420 Mail Service Center
Raleigh, NC 27699-2420

Dear Mr. Locklear,

Please note that on August 21, 2017, the Cabarrus County Board of Commissioners reviewed and approved the FY18 Energy Programs Outreach Plan for Cabarrus County Department of Human Services.

The Board of Commissioners is in full support of these energy programs and their goal of providing assistance to families that find themselves in a heating or cooling related emergency.

Sincerely,

Stephen M. Morris, Chair
Cabarrus County Board of Commissioners



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 7, 2017
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 21, 2017 Meeting

SUBJECT:

Infrastructure and Asset Management - Bid Award for Trucks, Vans and SUVs

BRIEF SUMMARY:

A formal bid for two trucks, two vans and two SUVs was advertised and a total of three dealerships submitted bids for various vehicles on July 21, 2017. Based on the outcome of those bids it is recommended to purchase all six vehicles from Hilbish Ford for a total cost of \$195,577.72. All bids received are under budget and include tax and tags.

REQUESTED ACTION:

Motion to approve the bid award and authorize the County Manager to execute the contract between Cabarrus County and Hilbish Ford, subject to review and revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Michael Miller, Infrastructure and Asset Management Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [Bid Tab](#)

VEHICLE BID TABULATION FY 2018

ATTACHMENT	Exhibit A	Exhibit B	Exhibit C	Exhibit D	Exhibit E	Exhibit F	Aggregate	Notes
VENDOR	10,000# GVWR 4 WD Truck (1)	11,400# GVWR Truck, Cab/Chassis with service body and ladder rack, add ladder rack (1) (Knapheide quote)	Mid-Size SUV with Police Package (1)	Full Size Van (1)	Small Sized Van (1)	Mid Size SUV 4WD (1)	TOTAL	
Cloninger Ford	\$45,610.00	\$51,266.73	\$30,510.00	\$33,971.00	\$32,637.00	\$31,813.00	\$225,807.73	
Ben Mynatt	\$41,690.00	no bid	no bid	no bid	no bid	\$28,422.00	\$70,112.00	
Hilbish Ford	\$39,831.98	\$44,618.73	\$30,200.45	\$27,280.40	\$22,997.66	\$30,648.50	\$195,577.72	
Department Requesting	EMS	IAM - BM	Emer Mgmt	ALP	IT	Commerce		
Budgeted Amount	\$42,600.00	\$53,600.00	\$30,000.00	\$31,600.00	\$25,000.00	\$34,100.00		
Add in Equip	\$7,055.00		\$8,500.00					
TOTAL	\$49,655.00	\$53,600.00	\$38,500.00	\$31,600.00	\$25,000.00	\$34,100.00		
Bid Opening (date & time):	7/21/2017	1:36 PM						
Location:	Conference Room B Governmental Center							
Present:		Michael Miller	Tom Nunn	Dennis Furr	Connie White			
Sealed Bids Received from:								
Cloninger Ford - Hickory								
Ben Mynatt								
Hilbish								



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

AUGUST 7, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at August 21, 2017 Meeting

SUBJECT:

Planning and Development Department - Proposed Text Amendment to Chapter 7 TEXT2017-00005

BRIEF SUMMARY:

Proposed text amendments to the Cabarrus County Development Ordinance are attached. The proposed changes relate to the following:

TEXT2017-00005 Chapter 7, Performance Based Standards, #2, Accessory Building, Accessory Dwelling and Swimming Pools Accessory to Single Family Residential. The proposed change is to remove the percent of accessory structures allowed based on lot size.

The proposed changes allow additional flexibility for existing non-conforming lots. The proposed changes will also provide improved consistency for structural coverage reference by using the zoning district for permitting as the standard.

Deletions are in strikethrough text. Additions and corrections are in red text.

The Planning and Zoning Commission voted unanimously (9-0) at the July 11, 2017, Planning and Zoning Commission meeting to forward the proposed amendment to the Board of Commissioners for final consideration. The Board of Commissioners will need to hold a public hearing to receive input on the proposed amendment.

REQUESTED ACTION:

Hold a public hearing.

Motion to adopt the proposed text amendment TEXT2017-00005.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susie Morris. AICP, CFM, CZO
Planning and Zoning Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [Ordinance for Chapter 7](#)

**AN ORDINANCE AMENDING THE CABARRUS COUNTY DEVELOPMENT
ORDINANCE
TEXT2017-00005**

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

**AMEND CHAPTER 7, PERFORMANCE BASED STANDARDS, #2 ACCESSORY BUILDING,
ACCESSORY DWELLING AND SWIMMING POOLS ACCESSORY TO SINGLE FAMILY RESIDENTIAL
AS FOLLOWS:**

Accessory building on lots less than 2 acres

- ~~a. The total square footage for all accessory building footprints on a lot shall not exceed 3 percent of the total lot area. Exception — all lots shall be permitted at least 600 square feet of accessory buildings.~~
- b. Accessory buildings shall not be located closer to an adjacent road than the principal structure. Exception – Double frontage lots may place an accessory building to the rear of the principal structure so long as the principal building setback is met along the property lines adjacent to the street.
- c. Accessory buildings up to 15 feet in height shall meet the front and side setback requirements of the principal structure. The rear setback shall be no less than five (5) feet. Buildings greater than 15 feet in height shall meet the principal building setbacks listed in Chapter 5.
- d. Accessory buildings shall be subject to all other dimensional, impermeable and structural coverage requirements listed in Chapter 5.

Accessory buildings on lots 2 acres or greater

- ~~a. The total square footage for all accessory building footprints on a lot shall not exceed 2 percent of the total area. Exception — all lots shall be permitted at least 2,600 square feet of accessory buildings.~~
- b. Accessory buildings shall not be located closer to an adjacent road than the principal structure or shall be located at least 100 feet from a **the road right of way**, whichever is less. Exception – double frontage lots may place an accessory building to the rear of the principal structure so long as the principal building setback is met along the property lines adjacent to the street.
- c. Accessory buildings up to 15 feet in height shall meet the front and side setback requirements of the principal structure. The rear setbacks shall be no less than five (5) feet. Accessory structures greater than fifteen (15) feet in height shall meet the setback requirements of the principal structure.
- d. Accessory buildings shall be subject to all other dimensional, impermeable and structural coverage requirements listed in Chapter 5.

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

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

Adopted this 21st day of August, 2017 by the Cabarrus County Board of Commissioners.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

ATTEST:

Angela Poplin, Interim Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

AUGUST 7, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at August 21, 2017 Meeting

SUBJECT:

Planning and Development Department - Proposed Text Amendment to Chapter 4 TEXT2017-00006 - Public Hearing 6:30 P.M.

BRIEF SUMMARY:

The proposed text amendments to Chapter 4, Overlay Districts and Zones are attached. The proposed changes are related to development in the watershed.

The changes allow for additional flexibility for lots located in the watershed, including existing non-conforming lots. It also clarifies standards for non-residential development. The proposed changes will provide improved consistency for impervious coverage reference by using the zoning district for permitting as the standard.

The proposed changes to the watershed regulations have been reviewed and approved by the State of North Carolina Division of Energy, Mineral, and Land Resources Department as administrator of the program. The proposed changes have also been reviewed and approved by the County's Contract Engineer because these regulations are tied to overall site development and stormwater permitting.

Proposed additions are in red. Deletions are in strikethrough text.

The Planning and Zoning Commission voted unanimously (9-0) at the July 11, 2017 Planning and Zoning Commission meeting to forward the proposed amendment to the Board of Commissioners for final consideration. The Board of Commissioners will need to hold a public hearing to receive input on the proposed amendment.

REQUESTED ACTION:

Hold a public hearing.

Motion to adopt the proposed text amendment TEXT2017-00006.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susie Morris, AICP, CFM, CZO
Planning and Zoning Manager

BUDGET AMENDMENT REQUIRED:

No

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

☐ [Ordinance for Chapter 4](#)

**AN ORDINANCE AMENDING THE CABARRUS COUNTY DEVELOPMENT
ORDINANCE
TEXT2017-00006**

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

Section 4-4 Requirements for all lots in the Coddle Creek and Dutch Buffalo Watersheds

~~All lots in the following watersheds shall meet the following requirements:~~

WS-II Watershed Areas: ~~Coddle Creek and Dutch Buffalo~~

~~All land in the Coddle Creek and Dutch Buffalo Creek watersheds have been classified by the North Carolina Environmental Management Commission as "Watersheds II" drinking waters.~~

~~Coddle Creek: WS-II Critical Area~~

- ~~1. All lots within the drainage basin's critical area, that is land within 1/2 mile of the high water mark or the ridge line of the watershed (whichever comes first) for the reservoirs, shall have a minimum of two (2) acres. If an open space development is approved, the density for the site shall remain one dwelling per two (2) acres for development.~~

~~Coddle Creek: WS-II Protected Area~~

- ~~2. All lots in the ~~balance of the watershed~~ protected area shall have a minimum square footage of one acre, or one dwelling unit per acre, or meet requirements of the *Cabarrus County Zoning Ordinance*, whichever is more stringent.~~

~~Dutch Buffalo Creek: WS-II Critical Area~~

- ~~1. All lots within the drainage basin's critical area, that is land within 1/2 mile of the high water mark or the ridge line of the watershed (whichever comes first) for the reservoirs, shall have a minimum of two (2) acres. If an open space development is approved, the density for the site shall remain one dwelling per two (2) acres for development.~~

~~Dutch Buffalo Creek: Watershed II Protected Area~~

- ~~2. All lots in the ~~balance of the watershed~~ protected area shall have a minimum square footage of one acre, or one dwelling unit per acre, or meet requirements of the *Cabarrus County Zoning Ordinance*, whichever is more stringent.~~

Section 4-5 Additional requirements for property located in a WS-II Critical Area (within 1/2 mile of the high water mark for reservoirs)

1. No commercial or industrial development shall be permitted in the WS-II Critical Area.

2. A 150-foot vegetative buffer shall be maintained from the normal pool level on all property adjoining the reservoir. No permanent structures shall be allowed within this buffer area.
3. Waterbody buffers shall be established as detailed in the Waterbody Buffer Zone section of this Ordinance.
4. All non-single family residential and nonresidential development of lots within the critical area shall have an impermeable area of less than six percent (6%).
5. No industrial or commercial hazardous material shall be used or stored in this 1/2-mile area.
6. Landfills and sites for land application of residuals or petroleum contaminated soils are specifically prohibited.
- ~~7. Development of residential lots within the WS-II Critical Area shall have an impermeable area of less than twelve percent (12%).~~
8. Maximum impervious coverage for individual single family residential lots in a critical area shall be based on the zoning district used for permitting.

For property located in ~~the balance of the~~ a WS-II watershed protected area, the following requirements shall be met:

- ~~1. Development of lots within the balance of the WS-II watershed protected area shall have an impermeable area of less than twelve percent (12%).~~
2. Maximum impervious coverage for individual single family residential lots in the protected area shall be based on the zoning district used for permitting.
3. Waterbody buffers shall be established as required by the Waterbody Buffer Zone section of this Ordinance.
4. All other residential and non-residential development shall not exceed twelve (12%) percent built-upon area for the site in addition to meeting the applicable minimum lot size, density, and zoning district requirements.

Section 4-6 Requirements for the Coldwater Creek -Lake Concord, Coldwater Creek-Lake Fisher and Tuckertown Reservoir WS-IV Watersheds

All land in the Coldwater Creek-Lake Concord, Coldwater Creek-Lake Fisher, and Tuckertown Reservoir watersheds have been classified by the North Carolina Environmental Management Commission as "Watersheds IV" drinking waters.

Coldwater Creek -Lake Concord: WS-IV Critical Area and WS-IV ~~Balance of~~ Watershed Protected Area

Coldwater Creek-Lake Fisher: WS-IV Critical Area and WS-IV ~~Balance of Watershed Protected Area~~

Tuckertown Reservoir: WS-IV Critical Area and WS-IV ~~Balance of Watershed Protected Area~~

The following requirements apply to both the WS-IV Critical Area and the WS-IV ~~Balance of Watershed Protected Area~~ of these watersheds:

1. Unless prohibited by the underlying zoning district, densities for **single family residential developments** are permitted up to two (2) dwelling units per acre.
2. **Maximum impervious coverage for individual single family residential lots shall be based on the zoning district used for permitting.**
3. All other residential and non-residential development shall not exceed twenty-four (24%) percent built-upon area for the site **in addition to meeting the applicable minimum lot size, density, and zoning district requirements.**
4. Landfills and sites for land application of residuals or petroleum contaminated soils are specifically prohibited.

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

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

Adopted this 21st day of August, 2017, by the Cabarrus County Board of Commissioners.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

ATTEST:

Angela Poplin, Interim Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

AUGUST 7, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at August 21, 2017 Meeting

SUBJECT:

Tax Collector - New Tax Collection Services Contracts for Harrisburg, Kannapolis, Locust, Midland and Mt. Pleasant

BRIEF SUMMARY:

The County entered into a contract with the City of Concord to collect all property taxes on behalf of the City. By adding Concord to the process, this enabled the County to reduce the rates charged to all the other municipalities from a percentage of operations cost based on number of bills generated to a flat \$2 per bill. Attached is a copy of each jurisdiction's contract for your review and a comparison of the fees anticipated to be received by the County.

REQUESTED ACTION:

Motion to approve the contracts and authorize the County Manager to execute them subject to County Attorney approval.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Janice Morrison, Tax Collection Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Detail](#)
 - ☐ [Harrisburg](#)
 - ☐ [Kannapolis](#)
 - ☐ [Locust](#)
 - ☐ [Midland](#)
 - ☐ [Mt. Pleasant](#)
-

Collection Cost Calculation - FY2017

For jurisdictions under the new Collection contract.

Annual Billing FY2016	94,083
Collection Division FY16 Budget	\$973,542
Minus cost of NCDMV Collections	(\$314,380)
Collection Division Budget to be Shared	\$659,162
Plus 10% Overhead	\$65,916
Total Cost of Collections to be Shared	\$725,078
50% Total Collection Cost to be Shared	\$362,539

Current Contracted Method without
Concord

Cities	FY2017 % of FY2017		
	Annual	Total Bills	Cost
CI03 Mt. Pleasant	930	0.99%	\$3,589
CI04 Kannapolis	18,441	19.60%	\$71,058
CI05 Locust	328	0.35%	\$1,269
CI01 Harrisburg	6,782	7.21%	\$26,139
Total City	26,481	28.31%	\$102,055
Concord (estimated)			
CI06 Midland	approximately		\$10,000
(Not under this agreement, charged at 1.50%)			\$112,055

New Contracted Method with Concord

FY 2017 - New Method with Concord			Savings Per Muni
Number of bills	Cost at \$2 per bill		
930	2	1,860	\$ 1,729
18,441	2	36,882	\$ 34,176
328	2	656	\$ 613
6,782	2	13,564	\$ 12,575
40,000	2	80,000	
2,407	2	4,814	\$ 5,186
137,776			\$ 54,279

Overall County Gain \$ 25,721

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

HARRISBURG-COUNTY
INTERLOCAL TAX
COLLECTION AGREEMENT

This **HARRISBURG-COUNTY INTERLOCAL TAX COLLECTION AGREEMENT** ("Agreement"), is made and entered into effective the 30th day of June, 2017 by and between the **TOWN OF HARRISBURG** ("Town") and **CABARRUS COUNTY** ("County") for the collection of certain of the Town's tax revenues by the County.

RECITALS

1. Pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes and N.C. Gen. Stat. §153A-445(a)(1), the Town and County are permitted to enter into an undertaking for the exercise by one unit of local government of the tax collection function of another unit of local government.

2. The Town Council and the County Board of Commissioners have found and determined that it is in the public benefit and interest to have the County Tax Administration Department undertake to collect certain of the Town's tax revenues in the Town's behalf.

3. The Town Council and the County Board of Commissioners have by separate duly enacted resolutions made the above determination and have authorized the provisions and execution of this Agreement.

In consideration of the above Recitals and the Provisions contained below, which the parties agree constitute sufficient consideration to make this Agreement legally binding and enforceable, the parties agree as follows.

PROVISIONS

1. Listings, Assessing, Billing and Collections of Town Taxes Fees and Assessments: The County shall serve as the tax collector for the Town in the listing, assessing, billing and collection of ad valorem taxes, including any liens statutorily authorized to be collected in the manner of ad valorem taxes, special assessments and special district levies beginning with the fiscal year which commences on July 1, 2017. The County shall also be responsible for the collection of any delinquent taxes including any liens statutorily authorized to be collected in the manner of ad valorem taxes, special assessments and special district levies for any years prior to the commencement date of this Agreement, except for any foreclosures filed prior to July 1, 2017, which will continue to be handled by the Town until completed. The Town agrees to fully cooperate with the County in the listing, assessing, billing and collection process, including assistance in determining situs issues and in discovering property which should have been listed for taxation pursuant to N.C. Gen. Stat. §105-312.

2. Existing Payment Agreements to be Honored: The County agrees to honor and abide by the terms all existing Payment Agreements entered into by and between the Town and any taxpayer.

3. Motor Vehicle Taxes and Other Obligations: The County shall not be responsible for collection of Town motor vehicle taxes and fees, unless requested by the Town for collection

of such taxes which are past due and arose prior to the present State collection system tied to registration of the motor vehicle.

4. County Authority: The County shall have all of the authority as set forth in the Machinery Act (N.C. Gen. Stat. §§105-271 through 395.1) and other statutory provisions in the process of listing, assessing, billing and collecting Town taxes including any liens statutorily authorized to be collected in the manner of ad valorem taxes, fees and assessments. The Town hereby appoints the County Tax Administrator as its Tax Collector pursuant to the provisions of N.C. Gen. Stat. §105-349, for so long as this Agreement is in full force and effect. The Town shall pay the cost of the premium for any additional bond required of the County Tax Administrator for the performance of these duties for the Town. The County Tax Administrator shall take the oath prescribed in N.C. Gen. Stat. §105-349 and a signed copy shall be filed with the Town Clerk before any tax collection duties are undertaken under this Agreement.

5. Allocation of Receipts: At the end of each calendar month, the County will analyze the month's deposit of funds collected to determine the dollar amount of taxes, including prepaid taxes, which are allocable to the Town. On or before the fifteenth (15th) day of the next month, the County will transfer to the Town the Town's estimated share of the ad valorem taxes, including prepaid taxes. Upon the ultimate determination of the correct amount of taxes which have been prepaid, any excess prepaid taxes shall be immediately paid to the Taxpayer by the County from the prepaid account, and the balance of such taxes will be paid to the Town on the next deposit date. For fees and assessments other than ad valorem taxes, the County will transfer those collections to the Town on or before the 15th day of the next month after collection.

6. Priority of Allocation for Partial Payments: If a partial payment of a tax bill is made, the County will apply that payment in accordance with its standard priority schedule, unless the taxpayer specially directs that a partial payment be specifically applied. The standard priority schedule requires that out of pocket expenses of collection be satisfied first from the payment proceeds, then the interest and taxes be paid pro-rata based on the amounts owed to the Town and County. Any tax due to the Town after applying the priority schedule shall be deposited to the benefit of the Town in accordance with Paragraph 5.

7. Fees to be Paid by the Town to the County: The Town will compensate the County for the services provided in this Agreement on a fixed rate equal to Two and 00/100 Dollars (\$2.00) for each Town bill generated by the County, as of the date of such bill. If a separate bill is created for special assessments, the County will be entitled to be compensated in the amount of \$3.50 for each such bill generated by the County. The fee will be reviewed on or about January 1 of each year, beginning with January 1, 2018. The Town will be notified of the findings of each review and any change in the fee will be negotiated on an annual basis, beginning with the fiscal year commencing on July 1, 2018. All fees collected by the County for additional services such as garnishment, advertising and returned checks, shall be retained by the County. The County will bill the Town for all collection fees annually on or about September 1, beginning in the year 2017. All fees billed by the County will be paid by the Town before October 1, following the billing in September.

8. Allocation of Foreclosure Fees and Expenses. The Town retains the option to pursue separate tax foreclosure actions. If it utilizes the County to pursue tax foreclosure, the parties shall split the court and service costs of the action equally and the attorneys fees of the

County's foreclosure attorney. Such amounts shall either be billed or deducted from any payment or sale proceeds from the property.

9. Town Annexation: In the event the Town annexes property at any time other than July 1 of any year, the County will be responsible for collecting prorated taxes resulting from the annexation. The Town shall be responsible for notifying the County a reasonable time prior to any annexation in order to allow the County sufficient time to assess and bill the taxes resulting from the annexation and use its best efforts to not just annex a portion of an existing real property parcel.

10. Termination: The Town or the County shall have the right to terminate this Agreement effective July 1 of each year, beginning with July 1, 2018. The decision to terminate shall be made by the respective governing bodies of the Town and the County. Notice to terminate must be given in writing no later than March 31st or the obligations imposed on the parties under this Agreement shall remain in effect for another fiscal year.

11. Miscellaneous:

(a) All decisions involving exemptions and exclusions, refunds and releases, bankruptcies, discoveries, garnishments, attachments, and other collection proceedings are delegated by the Town to the County, although the County will reasonably consider any particular requests from the Town. The County agrees to use its best efforts in accurately listing, assessing, billing, and collecting the Town taxes, fees and assessments. The County will not be held to a higher standard for collection than it has for collecting County taxes.

(b) The Town shall adopt a resolution directing the County not to collect minimal taxes pursuant to N.C. Gen. Stat. §105-321(f).

(c) This Agreement may be amended in writing at any time by mutual agreement of the parties.

IN WITNESS, the Town and County have duly approved this Agreement and authorized their respective officials to execute the same, as indicated below.

TOWN OF HARRISBURG

CABARRUS COUNTY

By: _____
Mayor

By: _____
Chair, Board of Commissioners

ATTEST:

ATTEST:

By: _____
Town Clerk

By: _____
Clerk to the Board

Date of Execution: _____
Approved as to Form

Date of Execution: _____
Approved as to Form

By: _____
Town Attorney

By: _____
County Attorney

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

By: _____
Town Finance Director

By: _____
County Finance Director

Date: _____

Date: _____

4818-4548-0263, v. 1

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

KANNAPOLIS AND-COUNTY
INTERLOCAL TAX
COLLECTION AGREEMENT

This **KANNAPOLIS-COUNTY INTERLOCAL TAX COLLECTION AGREEMENT** (“Agreement”), is made and entered into effective the 30th day of June, 2017 by and between the **CITY OF KANNAPOLIS** (“City”) and **CABARRUS COUNTY** (“County”) for the collection of certain of the City’s tax revenues by the County.

RECITALS

1. Pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes and N.C. Gen. Stat. §153A-445(a)(1), the City and County are permitted to enter into an undertaking for the exercise by one unit of local government of the tax collection function of another unit of local government.

2. The City Council and the County Board of Commissioners have found and determined that it is in the public benefit and interest to have the County Tax Administration Department undertake to collect certain of the City’s tax revenues in the City’s behalf.

3. The City Council and the County Board of Commissioners have by separate duly enacted resolutions made the above determination and have authorized the provisions and execution of this Agreement.

In consideration of the above Recitals and the Provisions contained below, which the parties agree constitute sufficient consideration to make this Agreement legally binding and enforceable, the parties agree as follows.

PROVISIONS

1. Listings, Assessing, Billing and Collections of City Taxes Fees and Assessments: The County shall serve as the tax collector for the City in the listing, assessing, billing and collection of ad valorem taxes, including any liens statutorily authorized to be collected in the manner of ad valorem taxes, special assessments and special district levies beginning with the fiscal year which commences on July 1, 2017. The County shall also be responsible for the collection of any delinquent taxes including any liens statutorily authorized to be collected in the manner of ad valorem taxes, special assessments and special district levies for any years prior to the commencement date of this Agreement, except for any foreclosures filed prior to July 1, 2017, which will continue to be handled by the City until completed. The City agrees to fully cooperate with the County in the listing, assessing, billing and collection process, including assistance in determining situs issues and in discovering property which should have been listed for taxation pursuant to N.C. Gen. Stat. §105-312.

2. Existing Payment Agreements to be Honored: The County agrees to honor and abide by the terms all existing Payment Agreements entered into by and between the City and any taxpayer.

3. Motor Vehicle Taxes and Other Obligations: The County shall not be responsible for collection of City motor vehicle taxes and fees, unless requested by the City for collection of

such taxes which are past due and arose prior to the present State collection system tied to registration of the motor vehicle.

4. County Authority: The County shall have all of the authority as set forth in the Machinery Act (N.C. Gen. Stat. §§105-271 through 395.1) and other statutory provisions in the process of listing, assessing, billing and collecting City taxes including any liens statutorily authorized to be collected in the manner of ad valorem taxes, fees and assessments. The City hereby appoints the County Tax Administrator as its Tax Collector pursuant to the provisions of N.C. Gen. Stat. §105-349, for so long as this Agreement is in full force and effect. The City shall pay the cost of the premium for any additional bond required of the County Tax Administrator for the performance of these duties for the City. The County Tax Administrator shall take the oath prescribed in N.C. Gen. Stat. §105-349 and a signed copy shall be filed with the City Clerk before any tax collection duties are undertaken under this Agreement.

5. Allocation of Receipts: At the end of each calendar month, the County will analyze the month's deposit of funds collected to determine the dollar amount of taxes, including prepaid taxes, which are allocable to the City. On or before the fifteenth (15th) day of the next month, the County will transfer to the City the City's estimated share of the ad valorem taxes, including prepaid taxes. Upon the ultimate determination of the correct amount of taxes which have been prepaid, any excess prepaid taxes shall be immediately paid to the Taxpayer by the County from the prepaid account, and the balance of such taxes will be paid to the City on the next deposit date. For fees and assessments other than ad valorem taxes, the County will transfer those collections to the City on or before the 15th day of the next month after collection.

6. Priority of Allocation for Partial Payments: If a partial payment of a tax bill is made, the County will apply that payment in accordance with its standard priority schedule, unless the taxpayer specially directs that a partial payment be specifically applied. The standard priority schedule requires that out of pocket expenses of collection be satisfied first from the payment proceeds, then the interest and taxes be paid pro-rata based on the amounts owed to the City and County. Any tax due to the City after applying the priority schedule shall be deposited to the benefit of the City in accordance with Paragraph 5.

7. Fees to be Paid by the City to the County: The City will compensate the County for the services provided in this Agreement on a fixed rate equal to Two and 00/100 Dollars (\$2.00) for each City bill generated by the County, as of the date of such bill. If a separate bill is created for special assessments, the County will be entitled to be compensated in the amount of \$3.50 for each such bill generated by the County. The fee will be reviewed on or about January 1 of each year, beginning with January 1, 2018. The City will be notified of the findings of each review and any change in the fee will be negotiated on an annual basis, beginning with the fiscal year commencing on July 1, 2018. All fees collected by the County for additional services such as garnishment, advertising and returned checks, shall be retained by the County. The County will bill the City for all collection fees annually on or about September 1, beginning in the year 2017. All fees billed by the County will be paid by the City before October 1, following the billing in September.

8. Allocation of Foreclosure Fees and Expenses. The City retains the option to pursue separate tax foreclosure actions. If it utilizes the County to pursue tax foreclosure, the parties shall split the court and service costs of the action equally and the attorneys fees of the

County's foreclosure attorney. Such amounts shall either be billed or deducted from any payment or sale proceeds from the property.

9. City Annexation: In the event the City annexes property at any time other than July 1 of any year, the County will be responsible for collecting prorated taxes resulting from the annexation. The City shall be responsible for notifying the County a reasonable time prior to any annexation in order to allow the County sufficient time to assess and bill the taxes resulting from the annexation and use its best efforts to not just annex a portion of an existing real property parcel.

10. Termination: The City or the County shall have the right to terminate this Agreement effective July 1 of each year, beginning with July 1, 2018. The decision to terminate shall be made by the respective governing bodies of the City and the County. Notice to terminate must be given in writing no later than March 31st or the obligations imposed on the parties under this Agreement shall remain in effect for another fiscal year.

11. Miscellaneous:

(a) All decisions involving exemptions and exclusions, refunds and releases, bankruptcies, discoveries, garnishments, attachments, and other collection proceedings are delegated by the City to the County, although the County will reasonably consider any particular requests from the City. The County agrees to use its best efforts in accurately listing, assessing, billing, and collecting the City taxes, fees and assessments. The County will not be held to a higher standard for collection than it has for collecting County taxes.

(b) The City shall adopt a resolution directing the County not to collect minimal taxes pursuant to N.C. Gen. Stat. §105-321(f).

(c) This Agreement may be amended in writing at any time by mutual agreement of the parties.

IN WITNESS, the City and County have duly approved this Agreement and authorized their respective officials to execute the same, as indicated below.

CITY OF KANNAPOLIS

CABARRUS COUNTY

By: _____
Mayor

By: _____
Chair, Board of Commissioners

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Clerk to the Board

Date of Execution: _____
Approved as to Form

Date of Execution: _____
Approved as to Form

By: _____
City Attorney

By: _____
County Attorney

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

By: _____
City Finance Director

By: _____
County Finance Director

Date: _____

Date: _____

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

LOCUSTAND-COUNTY
INTERLOCAL TAX
COLLECTION AGREEMENT

This **LOCUST-COUNTY INTERLOCAL TAX COLLECTION AGREEMENT** (“Agreement”), is made and entered into effective the 30th day of June, 2017 by and between the **CITY OF LOCUST** (“City”) and **CABARRUS COUNTY** (“County”) for the collection of certain of the City’s tax revenues by the County.

RECITALS

1. Pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes and N.C. Gen. Stat. §153A-445(a)(1), the City and County are permitted to enter into an undertaking for the exercise by one unit of local government of the tax collection function of another unit of local government.

2. The City Council and the County Board of Commissioners have found and determined that it is in the public benefit and interest to have the County Tax Administration Department undertake to collect certain of the City’s tax revenues in the City’s behalf.

3. The City Council and the County Board of Commissioners have by separate duly enacted resolutions made the above determination and have authorized the provisions and execution of this Agreement.

In consideration of the above Recitals and the Provisions contained below, which the parties agree constitute sufficient consideration to make this Agreement legally binding and enforceable, the parties agree as follows.

PROVISIONS

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2. Existing Payment Agreements to be Honored: The County agrees to honor and abide by the terms all existing Payment Agreements entered into by and between the City and any taxpayer.

3. Motor Vehicle Taxes and Other Obligations: The County shall not be responsible for collection of City motor vehicle taxes and fees, unless requested by the City for collection of

such taxes which are past due and arose prior to the present State collection system tied to registration of the motor vehicle.

4. County Authority: The County shall have all of the authority as set forth in the Machinery Act (N.C. Gen. Stat. §§105-271 through 395.1) and other statutory provisions in the process of listing, assessing, billing and collecting City taxes including any liens statutorily authorized to be collected in the manner of ad valorem taxes, fees and assessments. The City hereby appoints the County Tax Administrator as its Tax Collector pursuant to the provisions of N.C. Gen. Stat. §105-349, for so long as this Agreement is in full force and effect. The City shall pay the cost of the premium for any additional bond required of the County Tax Administrator for the performance of these duties for the City. The County Tax Administrator shall take the oath prescribed in N.C. Gen. Stat. §105-349 and a signed copy shall be filed with the City Clerk before any tax collection duties are undertaken under this Agreement.

5. Allocation of Receipts: At the end of each calendar month, the County will analyze the month's deposit of funds collected to determine the dollar amount of taxes, including prepaid taxes, which are allocable to the City. On or before the fifteenth (15th) day of the next month, the County will transfer to the City the City's estimated share of the ad valorem taxes, including prepaid taxes. Upon the ultimate determination of the correct amount of taxes which have been prepaid, any excess prepaid taxes shall be immediately paid to the Taxpayer by the County from the prepaid account, and the balance of such taxes will be paid to the City on the next deposit date. For fees and assessments other than ad valorem taxes, the County will transfer those collections to the City on or before the 15th day of the next month after collection.

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8. Allocation of Foreclosure Fees and Expenses. The City retains the option to pursue separate tax foreclosure actions. If it utilizes the County to pursue tax foreclosure, the parties shall split the court and service costs of the action equally and the attorneys fees of the

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10. Termination: The City or the County shall have the right to terminate this Agreement effective July 1 of each year, beginning with July 1, 2018. The decision to terminate shall be made by the respective governing bodies of the City and the County. Notice to terminate must be given in writing no later than March 31st or the obligations imposed on the parties under this Agreement shall remain in effect for another fiscal year.

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(b) The City shall adopt a resolution directing the County not to collect minimal taxes pursuant to N.C. Gen. Stat. §105-321(f).

(c) This Agreement may be amended in writing at any time by mutual agreement of the parties.

IN WITNESS, the City and County have duly approved this Agreement and authorized their respective officials to execute the same, as indicated below.

CITY OF LOCUST

CABARRUS COUNTY

By: _____
Mayor

By: _____
Chair, Board of Commissioners

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Clerk to the Board

Date of Execution: _____
Approved as to Form

Date of Execution: _____
Approved as to Form

By: _____
City Attorney

By: _____
County Attorney

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

By: _____
City Finance Director

By: _____
County Finance Director

Date: _____

Date: _____

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

MIDLAND-COUNTY
INTERLOCAL TAX
COLLECTION AGREEMENT

This **MIDLAND-COUNTY INTERLOCAL TAX COLLECTION AGREEMENT** (“Agreement”), is made and entered into effective the 30th day of June, 2017 by and between the **TOWN OF MIDLAND** (“Town”) and **CABARRUS COUNTY** (“County”) for the collection of certain of the Town’s tax revenues by the County.

RECITALS

1. Pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes and N.C. Gen. Stat. §153A-445(a)(1), the Town and County are permitted to enter into an undertaking for the exercise by one unit of local government of the tax collection function of another unit of local government.

2. The Town Council and the County Board of Commissioners have found and determined that it is in the public benefit and interest to have the County Tax Administration Department undertake to collect certain of the Town’s tax revenues in the Town’s behalf.

3. The Town Council and the County Board of Commissioners have by separate duly enacted resolutions made the above determination and have authorized the provisions and execution of this Agreement.

In consideration of the above Recitals and the Provisions contained below, which the parties agree constitute sufficient consideration to make this Agreement legally binding and enforceable, the parties agree as follows.

PROVISIONS

1. Listings, Assessing, Billing and Collections of Town Taxes Fees and Assessments: The County shall serve as the tax collector for the Town in the listing, assessing, billing and collection of ad valorem taxes, including any liens statutorily authorized to be collected in the manner of ad valorem taxes, special assessments and special district levies beginning with the fiscal year which commences on July 1, 2017. The County shall also be responsible for the collection of any delinquent taxes including any liens statutorily authorized to be collected in the manner of ad valorem taxes, special assessments and special district levies for any years prior to the commencement date of this Agreement, except for any foreclosures filed prior to July 1, 2017, which will continue to be handled by the Town until completed. The Town agrees to fully cooperate with the County in the listing, assessing, billing and collection process, including assistance in determining situs issues and in discovering property which should have been listed for taxation pursuant to N.C. Gen. Stat. §105-312.

2. Existing Payment Agreements to be Honored: The County agrees to honor and abide by the terms all existing Payment Agreements entered into by and between the Town and any taxpayer.

3. Motor Vehicle Taxes and Other Obligations: The County shall not be responsible for collection of Town motor vehicle taxes and fees, unless requested by the Town for collection

of such taxes which are past due and arose prior to the present State collection system tied to registration of the motor vehicle.

4. County Authority: The County shall have all of the authority as set forth in the Machinery Act (N.C. Gen. Stat. §§105-271 through 395.1) and other statutory provisions in the process of listing, assessing, billing and collecting Town taxes including any liens statutorily authorized to be collected in the manner of ad valorem taxes, fees and assessments. The Town hereby appoints the County Tax Administrator as its Tax Collector pursuant to the provisions of N.C. Gen. Stat. §105-349, for so long as this Agreement is in full force and effect. The Town shall pay the cost of the premium for any additional bond required of the County Tax Administrator for the performance of these duties for the Town. The County Tax Administrator shall take the oath prescribed in N.C. Gen. Stat. §105-349 and a signed copy shall be filed with the Town Clerk before any tax collection duties are undertaken under this Agreement.

5. Allocation of Receipts: At the end of each calendar month, the County will analyze the month's deposit of funds collected to determine the dollar amount of taxes, including prepaid taxes, which are allocable to the Town. On or before the fifteenth (15th) day of the next month, the County will transfer to the Town the Town's estimated share of the ad valorem taxes, including prepaid taxes. Upon the ultimate determination of the correct amount of taxes which have been prepaid, any excess prepaid taxes shall be immediately paid to the Taxpayer by the County from the prepaid account, and the balance of such taxes will be paid to the Town on the next deposit date. For fees and assessments other than ad valorem taxes, the County will transfer those collections to the Town on or before the 15th day of the next month after collection.

6. Priority of Allocation for Partial Payments: If a partial payment of a tax bill is made, the County will apply that payment in accordance with its standard priority schedule, unless the taxpayer specially directs that a partial payment be specifically applied. The standard priority schedule requires that out of pocket expenses of collection be satisfied first from the payment proceeds, then the interest and taxes be paid pro-rata based on the amounts owed to the Town and County. Any tax due to the Town after applying the priority schedule shall be deposited to the benefit of the Town in accordance with Paragraph 5.

7. Fees to be Paid by the Town to the County: The Town will compensate the County for the services provided in this Agreement on a fixed rate equal to Two and 00/100 Dollars (\$2.00) for each Town bill generated by the County, as of the date of such bill. If a separate bill is created for special assessments, the County will be entitled to be compensated in the amount of \$3.50 for each such bill generated by the County. The fee will be reviewed on or about January 1 of each year, beginning with January 1, 2018. The Town will be notified of the findings of each review and any change in the fee will be negotiated on an annual basis, beginning with the fiscal year commencing on July 1, 2018. All fees collected by the County for additional services such as garnishment, advertising and returned checks, shall be retained by the County. The County will bill the Town for all collection fees annually on or about September 1, beginning in the year 2017. All fees billed by the County will be paid by the Town before October 1, following the billing in September.

8. Allocation of Foreclosure Fees and Expenses. The Town retains the option to pursue separate tax foreclosure actions. If it utilizes the County to pursue tax foreclosure, the parties shall split the court and service costs of the action equally and the attorneys fees of the

County's foreclosure attorney. Such amounts shall either be billed or deducted from any payment or sale proceeds from the property.

9. Town Annexation: In the event the Town annexes property at any time other than July 1 of any year, the County will be responsible for collecting prorated taxes resulting from the annexation. The Town shall be responsible for notifying the County a reasonable time prior to any annexation in order to allow the County sufficient time to assess and bill the taxes resulting from the annexation and use its best efforts to not just annex a portion of an existing real property parcel.

10. Termination: The Town or the County shall have the right to terminate this Agreement effective July 1 of each year, beginning with July 1, 2018. The decision to terminate shall be made by the respective governing bodies of the Town and the County. Notice to terminate must be given in writing no later than March 31st or the obligations imposed on the parties under this Agreement shall remain in effect for another fiscal year.

11. Miscellaneous:

(a) All decisions involving exemptions and exclusions, refunds and releases, bankruptcies, discoveries, garnishments, attachments, and other collection proceedings are delegated by the Town to the County, although the County will reasonably consider any particular requests from the Town. The County agrees to use its best efforts in accurately listing, assessing, billing, and collecting the Town taxes, fees and assessments. The County will not be held to a higher standard for collection than it has for collecting County taxes.

(b) The Town shall adopt a resolution directing the County not to collect minimal taxes pursuant to N.C. Gen. Stat. §105-321(f).

(c) This Agreement may be amended in writing at any time by mutual agreement of the parties.

IN WITNESS, the Town and County have duly approved this Agreement and authorized their respective officials to execute the same, as indicated below.

TOWN OF MIDLAND

CABARRUS COUNTY

By: _____
Mayor

By: _____
Chair, Board of Commissioners

ATTEST:

ATTEST:

By: _____
Town Clerk

By: _____
Clerk to the Board

Date of Execution: _____
Approved as to Form

Date of Execution: _____
Approved as to Form

By: _____
Town Attorney

By: _____
County Attorney

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

By: _____
Town Finance Director

By: _____
County Finance Director

Date: _____

Date: _____

4818-4548-0263, v. 1

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

MT. PLEASANT-COUNTY
INTERLOCAL TAX
COLLECTION AGREEMENT

This **MT. PLEASANT-COUNTY INTERLOCAL TAX COLLECTION AGREEMENT** ("Agreement"), is made and entered into effective the 30th day of June, 2017 by and between the **TOWN OF MT. PLEASANT** ("Town") and **CABARRUS COUNTY** ("County") for the collection of certain of the Town's tax revenues by the County.

RECITALS

1. Pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes and N.C. Gen. Stat. §153A-445(a)(1), the Town and County are permitted to enter into an undertaking for the exercise by one unit of local government of the tax collection function of another unit of local government.

2. The Town Council and the County Board of Commissioners have found and determined that it is in the public benefit and interest to have the County Tax Administration Department undertake to collect certain of the Town's tax revenues in the Town's behalf.

3. The Town Council and the County Board of Commissioners have by separate duly enacted resolutions made the above determination and have authorized the provisions and execution of this Agreement.

In consideration of the above Recitals and the Provisions contained below, which the parties agree constitute sufficient consideration to make this Agreement legally binding and enforceable, the parties agree as follows.

PROVISIONS

1. Listings, Assessing, Billing and Collections of Town Taxes Fees and Assessments: The County shall serve as the tax collector for the Town in the listing, assessing, billing and collection of ad valorem taxes, including any liens statutorily authorized to be collected in the manner of ad valorem taxes, special assessments and special district levies beginning with the fiscal year which commences on July 1, 2017. The County shall also be responsible for the collection of any delinquent taxes including any liens statutorily authorized to be collected in the manner of ad valorem taxes, special assessments and special district levies for any years prior to the commencement date of this Agreement, except for any foreclosures filed prior to July 1, 2017, which will continue to be handled by the Town until completed. The Town agrees to fully cooperate with the County in the listing, assessing, billing and collection process, including assistance in determining situs issues and in discovering property which should have been listed for taxation pursuant to N.C. Gen. Stat. §105-312.

2. Existing Payment Agreements to be Honored: The County agrees to honor and abide by the terms all existing Payment Agreements entered into by and between the Town and any taxpayer.

3. Motor Vehicle Taxes and Other Obligations: The County shall not be responsible for collection of Town motor vehicle taxes and fees, unless requested by the Town for collection

of such taxes which are past due and arose prior to the present State collection system tied to registration of the motor vehicle.

4. County Authority: The County shall have all of the authority as set forth in the Machinery Act (N.C. Gen. Stat. §§105-271 through 395.1) and other statutory provisions in the process of listing, assessing, billing and collecting Town taxes including any liens statutorily authorized to be collected in the manner of ad valorem taxes, fees and assessments. The Town hereby appoints the County Tax Administrator as its Tax Collector pursuant to the provisions of N.C. Gen. Stat. §105-349, for so long as this Agreement is in full force and effect. The Town shall pay the cost of the premium for any additional bond required of the County Tax Administrator for the performance of these duties for the Town. The County Tax Administrator shall take the oath prescribed in N.C. Gen. Stat. §105-349 and a signed copy shall be filed with the Town Clerk before any tax collection duties are undertaken under this Agreement.

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7. Fees to be Paid by the Town to the County: The Town will compensate the County for the services provided in this Agreement on a fixed rate equal to Two and 00/100 Dollars (\$2.00) for each Town bill generated by the County, as of the date of such bill. If a separate bill is created for special assessments, the County will be entitled to be compensated in the amount of \$3.50 for each such bill generated by the County. The fee will be reviewed on or about January 1 of each year, beginning with January 1, 2018. The Town will be notified of the findings of each review and any change in the fee will be negotiated on an annual basis, beginning with the fiscal year commencing on July 1, 2018. All fees collected by the County for additional services such as garnishment, advertising and returned checks, shall be retained by the County. The County will bill the Town for all collection fees annually on or about September 1, beginning in the year 2017. All fees billed by the County will be paid by the Town before October 1, following the billing in September.

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(b) The Town shall adopt a resolution directing the County not to collect minimal taxes pursuant to N.C. Gen. Stat. §105-321(f).

(c) This Agreement may be amended in writing at any time by mutual agreement of the parties.

IN WITNESS, the Town and County have duly approved this Agreement and authorized their respective officials to execute the same, as indicated below.

TOWN OF MT. PLEASANT

CABARRUS COUNTY

By: _____
Mayor

By: _____
Chair, Board of Commissioners

ATTEST:

ATTEST:

By: _____
Town Clerk

By: _____
Clerk to the Board

Date of Execution: _____
Approved as to Form

Date of Execution: _____
Approved as to Form

By: _____
Town Attorney

By: _____
County Attorney

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

By: _____
Town Finance Director

By: _____
County Finance Director

Date: _____

Date: _____

4818-4548-0263, v. 1



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

**AUGUST 21, 2017
6:30 P.M.**

MISSION STATEMENT

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

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

INVOCATION

A. APPROVAL OR CORRECTION OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Planning and Development - Recognition of Outgoing Planning and Zoning Commission Members
2. Active Living and Parks – Recognition of Seth Green's Eagle Scout Service Project at Rob Wallace Park

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

E. OLD BUSINESS

F. CONSENT AGENDA

(Items listed under Consent are generally of a routine nature. The Board may take

action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Board.)

1. CCS - Request to Reappropriate FY17 Capital Funding
2. County Manager - Reappropriation of Funds for Ongoing Projects, Grants and Commitments
3. County Manager - Wireless Communications Site Lease at Former Fairgrounds Property
4. County Manager - Wireless Communications Lease at Kannapolis Middle School
5. Finance - Approval of Project Ordinances and Budget Amendments Related to CIP Funded Projects in the FY18 General Fund Budget
6. Finance – Delegate JCPC Board of Commissioner Authority to Finance Director for Review and Signature of Sub-Recipient Program Agreements
7. Human Services - Energy Programs Outreach Plan
8. Infrastructure and Asset Management - Bid Award for Trucks, Vans and SUVs
9. KCS - Funding Request for Contingency to Cover a Change Order for the Kannapolis Middle School Construction Project
10. KCS - Request to Reappropriate FY17 Capital Funding
11. RCCC - Request to Reappropriate FY17 Capital Funding
12. Sheriff's Office - Request to Award a Service Weapon to Sergeant Eric Sossoman Upon Retirement
13. Tax Collector - New Tax Collection Services Contracts for Harrisburg, Kannapolis, Locust, Midland and Mt. Pleasant
14. Tax Administration - Refund and Release Report - July 2017

G. NEW BUSINESS

1. Economic Development Investment – Project Hercules II – Public Hearing 6:30 P.M.
2. Planning and Development - Proposed Text Amendments to Chapter 7 TEXT2017-00004 - Public Hearing 6:30 P.M.
3. Planning and Development Department - Proposed Text Amendment to Chapter 7 TEXT2017-00005 - Public Hearing 6:30 P.M.
4. Planning and Development Department - Proposed Text Amendment to Chapter 4 TEXT2017-00006 - Public Hearing 6:30 P.M.
5. Active Living and Parks Department – Youth Athletic Discussion
6. Finance - Resolution Approving Installment Contract Financing for Various Public Projects Up to \$128,105,000

H. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Appointments - Active Living and Parks Commission

2. Appointments – Cardinal Innovations Healthcare Solutions Oversight Committee
3. Appointments – Mental Health Advisory Board
4. Appointments – Concord Downtown Development Corporation (CDDC)

I. REPORTS

1. County Manager - Monthly New Development Report
2. County Manager - Monthly Reports on Building Activity
3. EDC - July 2017 Monthly Summary Report
4. Finance - Monthly Financial Update
5. BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees
6. Request for Applications for County Boards/Committees

J. GENERAL COMMENTS BY BOARD MEMBERS

K. WATER & SEWER DISTRICT OF CABARRUS COUNTY

L. CLOSED SESSION

M. ADJOURN

IN ACCORDANCE WITH ADA REGULATIONS, ANYONE WHO NEEDS 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.

Scheduled Meetings:

September 5	Work Session	4:00 p.m.	Multipurpose Room
September 18	Regular Meeting	6:30 p.m.	BOC Meeting Room
October 2	Work Session	4:00 p.m.	Multipurpose Room
October 16	Regular Meeting	6:30 p.m.	BOC Meeting Room

Mission: Through visionary leadership and good stewardship, we will administer state requirements, ensure public safety, determine county needs, and provide services that continually enhance quality of life.

Vision: Our vision for Cabarrus is a county where our children learn, our citizens participate, our dreams matter, our families and neighbors thrive, and our community prospers.

Channel 22 Broadcast Schedule

Cabarrus County Board of Commissioners' Meetings

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

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



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

AUGUST 7, 2017
4:00 P.M.

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation and Economic Development

BRIEF SUMMARY:

A closed session is needed to discuss matters related to pending litigation and economic development as authorized by NCGS 143-318.11(a)(3) and (4).

REQUESTED ACTION:

Motion to go into closed session to discuss matters related to pending litigation and economic development as authorized by NCGS 143-318.11(a)(3) and (4).

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS: