



CABARRUS COUNTY BOARD OF COMMISSIONERS

**WORK SESSION
SEPTEMBER 5, 2017
4:00 P.M.**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA – CHAIRMAN

2.1 Including Changes to the Agenda Pg. 98

3. DISCUSSION ITEMS – NO ACTION

3.1 Infrastructure and Asset Management - Discussion of the Former Mount Pleasant Middle School Pg. 2

4. DISCUSSION ITEMS FOR ACTION AT SEPTEMBER 18, 2017 MEETING

- 4.1 BOC - FY17-18 Centralina Council of Governments Membership Pg. 3
- 4.2 County Manager - Deferred Tax Fund Discussion Pg. 6
- 4.3 County Manager - Modification of Sublease for Cabarrus County Partnership for Children Pg. 18
- 4.4 County Manager - Reappropriation of Funds for Ongoing Projects, Grants and Commitments Pg. 30
- 4.5 County Manager - Resolution in Support of NCDOT Economic Development Funds Pg. 32
- 4.6 County Manager - Transfer of Property to the City of Concord Pg. 35
- 4.7 Finance - CIP Funding of Prime Farmland Per the FY2018 Budget Pg. 40
- 4.8 Finance - Write-off of Ambulance Receivables for FY 2013 - \$1,037,503 Pg. 45
- 4.9 Human Resources - Personnel Ordinance Updates Pg. 49
- 4.10 Planning and Development - 2016-2017 HOME Program Consolidated Annual Performance and Evaluation Report (CAPER) - Public Hearing 6:30 P.M. Pg. 53
- 4.11 Planning and Development - Placid Road (SR-1818) Right-of-Way Abandonment - Public Hearing 6:30 P.M. Pg. 59
- 4.12 Sheriff's Office - Cabarrus County Animal Shelter Adoption Event Pg. 76
- 4.13 Infrastructure and Asset Management - 2323 Concord Lake Road Upset Bid Update Pg. 84

5. APPROVAL OF REGULAR MEETING AGENDA Pg. 94

6. CLOSED SESSION

6.1 Closed Session – Pending Litigation and Personnel Pg. 97

7. ADJOURN

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



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

SEPTEMBER 5, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Discussion of the Former Mount Pleasant Middle School

BRIEF SUMMARY:

Discussion of the former Mount Pleasant Middle School in order to receive direction on sale, advertisement, and possible conditions for a sale.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Jonathan Marshall, Deputy County Manager
Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

SEPTEMBER 5, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - FY17-18 Centralina Council of Governments Membership

BRIEF SUMMARY:

The Centralina Council of Governments (CCOG) fees for FY2018 are \$47,222.88. The county has not been a member for several years. Staff is looking for guidance from the Board in regards to joining this fiscal year. The funds have been budgeted.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to join the Centralina Council of Governments for FY 2018.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Invoice](#)



Centralina Council of Governments
 9815 David Taylor Dr., Suite 100
 Charlotte, NC 28262
 (704) 372-2416
 (704) 347-4710 (Fax)

INVOICE

DATE
8/08/2017
NUMBER
2018096

2776
 Cabarrus County
 Attn: Mike Downs, County Manager
 PO Box 707
 Concord, NC 28026-0707

Description	Amount
MEMBER DUES FOR FISCAL YEAR 2017-2018 July 1, 2017 through June 30, 2018 \$0.24 per capita x 2015 NC Office of State Budget and Management Population	47,222.88
Payment is due upon receipt. Please place invoice number on check. We appreciate your prompt payment! Please remit payment to: Centralina Council of Governments 9815 David Taylor Drive, STE 100 Charlotte, NC 28262	Invoice Total 47,222.88

Attachment number 1\n



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

SEPTEMBER 5, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at September 18, 2017 Meeting

SUBJECT:

County Manager - Deferred Tax Fund Discussion

BRIEF SUMMARY:

The Board and staff discussed the Deferred Tax Fund at the July work session. Based on that discussion we have worked with an engineering firm and received a proposal for a study of improved/increased infrastructure at Lomax Farms. A group also met to discuss a method through which applications for use of the Deferred Tax Fund could be evaluated and presented to the Board of Commissioners for approval. Staff will update the Board on both the proposal and the proposed application and evaluation process.

REQUESTED ACTION:

For discussion.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Memo](#)
 - ☐ [Lomax Farms Kimley-Horn Letter Agreement](#)
-

Memo

To: Board of Commissioners
From: Jonathan B. Marshall, Deputy County Manager
CC: Mike Downs, County Manager and Kyle Bilafer, Area Manager
Date: 8/25/2017
Re: Deferred Tax Fund

Staff discussed the Deferred Tax fund with the Board of Commissioners at the work session on July 3, 2017. The BOC instructed staff to explore moving forward with the Capital Improvement Program for planning and engineering infrastructure improvements at the Lomax Incubator Farm property and to propose a system through which applications may be made to use funding from the Deferred Tax Fund. Staff has moved forward on these items and this update is being presented to the Board.

There are current uses for the Deferred Tax Fund that are included in the annual budget. The Soil & Water Conservation District is provided with up to \$125,000 in funding each budget year for preservation of prime farmland. Those funds are initially budgeted as \$25,000 for legal fees and \$100,000 for the purchase, or services necessary for the purchase, of prime farmland or prime farmland easements. Funds that are not expended from this account are carried over to the next year and additional funding is provided to bring the total available back to the original 25K/100K amounts.

We released a Request for Qualifications for engineering firms to assist in the feasibility and cost estimation of providing needed infrastructure improvements for the Lomax Incubator Farm property. There were no submissions in response to that RFQ so staff followed procurement policy and contacted Kimley Horn & Associates to obtain a proposal. They have proposed a scope of work to include project meetings, determination of needs, preparation of a preliminary site and utility plan and opinions of probable construction costs for two alternate methods to complete the work identified. The cost for this work is \$27,000. We would propose that the Board approve use of the Deferred Tax Fund for that project. Once that stage has been completed, we would bring the results/costs back before the Board with a recommendation on whether we should proceed with construction documents.

Representatives of the County Manager's office, Planning & Development Department, Active Living and Parks Department and Cooperative Extension met to discuss a process through which applications for use of the Deferred Tax Fund could be evaluated and recommended for Board of Commissioner consideration. The proposal would be to have applications (similar to those used in the ALPs cost share program) be processed through the Planning & Development Department. They would be presented to a group made up of two representatives of the Soil and Water Conservation District Board of Supervisors, two representative of the ALPs Commission and two representatives of the Agricultural Preservation Board. That group would evaluate the applications based on the original intent of the Deferred Tax Fund program (farmland preservation and support of local food production) as well as the larger goals of open space preservation, acquisition of passive park land and whether the proposed use of the funds supports the concepts of the present use tax value program. The representatives of those boards would provide funding recommendations to the Board of Commissioners for consideration.



August 8, 2017

Mr. Kyle Bilafer
Area Manager of Operations
Cabarrus County Infrastructure and Asset Management
65 Church Street SE
Concord, NC 28026

Re: Professional Services Agreement
Cabarrus County Elma Lomax Incubator Farm
3435 Atando Road in Concord, NC

Dear:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Cabarrus County Infrastructure and Asset Management ("Client") for providing site and utility planning and design services for the Elma Lomax Incubator Farm located at 3435 Atando Road in Concord, NC.

Project Understanding

It is our understanding that the Client wishes to provide master utility services and access road and parking improvements to begin the process of implementing the Elma C. Lomax Incubator Farm Master Plan created by Topia and dated June 16, 2016 ("Master Plan"). This scope of services will more specifically provide preliminary coordination, design and opinion of probable construction costs ("OPCC") for the extension of public water and sewer services to the site, expansion of the onsite electrical service, and upgrades to the access road and parking areas. It is further understood, that following the Client's review of the preliminary design and OPCCs they may wish to move forward with final design, permitting and construction of the proposed improvements, which can be provided by Kimley-Horn through amendment to this agreement.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Meetings and Limited Due Diligence

Kimley-Horn will attend up to three (3) meetings as part of this task as outlined below:

- Up to one (1) meeting will be held onsite with current operations staff to review the Master Plan and existing site conditions. During this site visit Kimley-Horn will observe and complete limited photo-documentation of the existing site conditions.
- Up to one (1) meeting will be held onsite with current operations staff to review the proposed preliminary Site Plan and Utility Plan developed as part of **Task 2**.
- Up to one (1) meeting will be held with City of Concord staff and the private franchise utility representatives at the City's offices to review the preliminary Site Plan and Utility Plan developed as part of **Task 2**.

Additionally, to help determine the project utility and site plan improvement design constraints, Kimley-

Horn will perform limited due diligence and records research based on readily available information from the City and County websites and information provided to us by others (the Client, City staff, agency staff, NCDOT staff, and the franchise utility company representatives). This limited due diligence and records research will only be as accurate and complete as the information provided to us. Kimley-Horn will compile the information collected for use in the development of the preliminary plans and an Engineer's OPCC in **Task 2**.

Kimley-Horn will perform the following tasks associated with this limited due diligence and records research:

- Review property zoning and available agency applicable ordinances and regulations as well as the Master Plan to verify project site design constraints such as: stormwater regulations, open space requirements, buffer yards and setbacks, tree save areas, zoning classification, and general site design requirements.
- Obtain available GIS data from the City and County.
- Determine potential utility providers for the project site.
- Review information gathered during project meetings.
- Recent and readily available site aerial imagery.

A summary email of the findings will be provided to the Client at their request.

Task 2 – Preliminary Site and Utility Plan

Kimley-Horn will develop a Preliminary Site Plan and Utility Plan based on the information gather as part of **Task 1**. It is assumed that a site survey will not be provided by the County at this time, and the Site Plan and Utility Plans will be provided overlain over the aerial imagery obtained in **Task 1**.

The Preliminary Site Plan will consist of the proposed parking and access road improvements associated with the subject project and based on elements of the Master Plan. This plan will also consist of the following:

- Parking space counts, requirements and layout;
- Setback, buffer, and easement information;
- Site striping and signage;
- Site dimensions and proposed pavement types.

The Preliminary Utility Plan will be provided with up to two (2) options based on the potential service connection routes for public water and sanitary sewer and private electric. This plan will also consist of the following:

- Approximate location and size of existing water and sanitary sewer mains;
- Proposed private electric service connection points and proposed utility route locations;
- Approximate size of the sanitary sewer and waterline pipes to service the development;
- Anticipated easements and widths associated with the private service connection;
- Structure locations to consists of water meters, water backflows, fire hydrants, sanitary manholes, sanitary aerial crossings, sanitary lift stations, electric transformers and electric switch gear.

Up to two (2) OPCCs will be developed from these preliminary plans to compare the two utility route options for the Client's review. This OPCC should be used only to establish an order of magnitude for the construction cost and should not be relied upon for budgetary decision making purposes. Because we do not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

For review, the Client will receive PDF copies of the Preliminary Site Plan, Utility Plan and OPCCs as the deliverable for this task. Up to one (1) round of revisions to the deliverables will be provided under this task.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Topographic and ALTA Survey
- Full Site Due Diligence
- Environmental Site Investigations
- Geotechnical Assessments
- Full civil engineering design and permitting
- Stormwater detention or treatment design
- Construction Drawings and project specifications
- Other Client-directed services excluded from tasks listed above

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Topographic and ALTA Survey, if available.
- Available GIS information for the property.
- Existing entitlements completed for the property to date.

Schedule

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule. The scope and fee contained herein is based on a project duration of three (3) months from the time of authorization. Delays to the project schedule that extend the duration could result in additional fees.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 – 2 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Project Meetings and Limited Due Diligence	\$ 8,000
Task 2	Preliminary Site and Utility Plan	\$19,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Cabarrus County Infrastructure and Asset Management.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Ryan T. Lewis, P.E.
Associate



Matt Edwards, P.E.
Vice President



Agreed to this _____ day of _____, 2017

Cabarrus County Infrastructure and Asset Management

By: _____

Printed Name and Title: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions: Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this

Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

SEPTEMBER 5, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Modification of Sublease for Cabarrus County Partnership for Children

BRIEF SUMMARY:

The Cabarrus County Partnership for Children subleases office space in the Department of Human Services building. The original lease was for a two-year term that expired at the end of May 2017. The attached proposal is to extend the lease for five years. There is no cost to the County or the Partnership for Children for use of the space.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to approve the modification to the original lease and authorize the Chairman to execute the lease subject to review by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Tom Nunn, Contract and Risk Coordinator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

Original Agreement

Modification to Sublease

STATE OF NORTH CAROLINA

SUBLEASE AGREEMENT

COUNTY OF CABARRUS

This SUBLEASE AGREEMENT is made and entered into as of the 29th day of May, 2015, by and between CABARRUS COUNTY (referred to as "Sublessor") and CABARRUS PARTNERSHIP FOR CHILDREN, (referred to as "Sublessee");

WITNESSETH:

In consideration of the mutual covenants and agreements recited, Sublessor does sublease and demise unto Sublessee and Sublessee does sublease and take as tenant from Sublessor those certain premises (referred to as "Premises") being approximately 2,228.52 square feet in the Cabarrus County Department of Human Services Center (referred to as "Building") and land having an address of 1303 South Cannon Boulevard, Kannapolis, in the County of Cabarrus, North Carolina (referred to as "Land"). A diagram of the Premises is attached as Exhibit A and a diagram of the location in the Building is attached as Exhibit B. Sublessor shall have no obligation to make any improvements in the Premises whatsoever and Sublessee hereby agrees to accept the same in its present condition, "as is", provided Sublessor shall perform normal janitorial cleaning services prior to delivering same to Sublessee and during the Sublease term, as described in the schedule attached as Exhibit C.

TO HAVE AND TO HOLD the said Premises unto the Sublessee upon the following terms and conditions:

1. TERM. The term of this Sublease shall begin on the 29th day of May, 2015, and shall end at 12:00 midnight on the 28th day of May, 2016. 2017 *RBT Amey*

2. RENT. Sublessee shall not be required to pay rent to Sublessor during the term of this Sublease. All customary utilities available in the Building shall be provided by Sublessor to Sublessee. Some access to technology may be provided, in the sole discretion of Sublessor.

3. DELIVERY OF POSSESSION. The parties acknowledge that Sublessee is already in possession of the Premises and has accepted the Premises in their present condition.

4. DEFAULT. The occurrence of one or more of the following events (herein referred to as "Events of Default") shall constitute default by the Sublessee:

(A) Failure to perform any other provision of this Sublease if the failure to perform is not cured within ten (10) days after written notice thereof has been given to Sublessee, or

(B) Failure to comply with any provisions of the Lease between Kannapolis Land, Inc. and Sublessor.

5. SUBLESSOR'S REMEDIES UPON DEFAULT BY SUBLESSEE. Sublessor shall have the following remedies if Sublessee commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

(A) Sublessor shall have the right to terminate this Sublease without notice to vacate (any right to which is waived by Sublessee) and Sublessee's rights to possession of the Premises at any time, and re-enter the Premises and Sublessor shall have the right

to pursue its remedies at law or in equity to recover of Sublessee such damages as are caused by Sublessee's default.

(B) No course of dealing between Sublessor and Sublessee or any delay on the part of Sublessor in exercising any rights it may have under this Sublease shall operate as a waiver of any of the rights of Sublessor hereunder nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

6. END OF TERM, HOLDING OVER AND ATTORNEY'S FEES. Upon the expiration of the term or other termination of this Sublease or of the underlying Lease between Kannapolis Land, Inc. and Sublessor, for any reason, Sublessee shall quit and surrender to Sublessor the Premises, broom clean, in good order and condition, ordinary wear and tear excepted and Sublessee shall remove from the Premises all of its property. If Sublessee shall hold over after the expiration of the term or other termination of this Sublease, such holding over shall not be deemed to be renewal of this Sublease but shall be deemed to create a tenancy-at-will and by such holding over, Sublessee shall be deemed to have agreed to be bound by all of the terms and conditions of this Sublease except those as to the term.

7. USE OF PREMISES. The Premises shall be used and occupied by Sublessee for provision of its advocacy services for children, including all lawful uses incident to such uses. Sublessee shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein. Some areas of the Building are secure and access is restricted. Sublessee's employees or agents may access such areas only with advance permission of the Sublessor and with an escort by one of Sublessor's employees.

8. ASSIGNMENT AND SUBLETTING. Sublessee shall not assign this Sublease or sublet the Premises or any part thereof.

9. ALTERATIONS BY SUBLESSEE. Sublessee shall make no alterations, additions or improvements to the Premises without the prior written consent of Sublessor. All alterations, additions and improvements made by, for, or at the direction of Sublessee shall at the option of Sublessor become the property of Sublessor and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Sublease. Upon the expiration or any earlier termination of this Sublease, Sublessee shall promptly reimburse Sublessor for any expense or cost incurred by Sublessor in restoring the Premises to the condition in which the Premises were at the time Sublessee shall have occupied the same, ordinary wear and tear, fire or other casualty not caused by Sublessee, additions and improvements to the Premises consented to in writing by Sublessor excepted. Sublessee shall promptly pay and discharge any and all licensees, imposts, liens or other charges arising out of or in connection with the performance of any act required of or permitted by Sublessee and shall keep the Premises free and clear from any and all such liens or charges.

10. PROPERTY OF SUBLESSEE. All property placed on the Premises by, at the direction of, or with the consent of the Sublessee, its employees, agents, licensees or invitees, shall be at the risk of the Sublessee or the owner thereof and Sublessor shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of Sublessor's proven acts of negligence.

11. SUBLESSOR'S RIGHT OF ENTRY. Sublessor shall have the right to enter and to grant licenses to enter the Premises at any time and for such lengths of time as Sublessor shall

deem reasonable (a) to inspect the Premises, (b) to exhibit the Premises to prospective subtenants, (c) to make alterations or repairs to the Premises or to the Building and to store necessary materials, tools and equipment for such alterations or repairs, (d) for any purpose which Sublessor should deem necessary for the operation and maintenance of the Building, (e) for the purposes of removing from the Premises any placards, signs, fixtures, alterations or additions not permitted by this agreement, or (f) to abate any condition which constitutes a violation of any covenant or condition of this Sublease. No such entry by Sublessor shall in any manner affect Sublessee's obligations and covenants under this Sublease and no such entry shall of itself without affirmative proof of negligence on the part of Sublessor render Sublessor liable for any loss of or damage to the property of Sublessee.

12. INDEMNIFICATION OF SUBLESSOR. Sublessee agrees to indemnify and defend Sublessor and to save harmless Sublessor, and the tenants, licensees, invitees, agents, servants and employees of Sublessor against and from any and all claims by or on behalf of any person, firm or corporation arising by reason of injury to person or property occurring on the Premises or in the Building occasioned in whole or in part by any act or omission on the part of the Sublessee or any employee or agent, of Sublessee, or by reason of any unlawful use of the Premises or by reason of any breach, violation or non-performance of any covenant in this Sublease on the part of the Sublessee to be observed or performed, and also by reason of any matter or thing growing out of the occupancy or use of the Premises by Sublessee. Sublessee agrees to pay Sublessor promptly for all damage to the Building or the Premises and for all damage to tenants or occupants of the Building caused by Sublessee's misuse or neglect of the Building or of the Premises or of its or their apparatus and appurtenances and Sublessee agrees in any event to reimburse and compensate Sublessor within five (5) days of rendition of any statement to Sublessee by Sublessor for expenditures made by Sublessor for fines sustained or incurred by Sublessor due to non-performance or non-compliance with or breach or failure to observe any term, covenant or condition of this Sublease upon Sublessee's part to be kept, observed, performed or complied with.

Sublessor shall not be liable to Sublessee for any damages by or from any act or negligence of any co-tenant or other occupant of the Building or by any owner or occupant of adjoining contiguous property. Neither Sublessor nor its agents shall be liable to Sublessee or to any person, firm or corporation claiming through or under Sublessee for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, glass, electricity, water, rain or snow or leaks from any part of that Building or from pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature, unless caused by or due to acts of negligence of Sublessor.

13. INSURANCE AND INSURANCE RATES. Throughout the term of this Sublease, Sublessee shall carry fire and extended coverage insurance insuring its and Sublessor's interest in the Premises and its interests in its furniture, equipment, supplies and other property and Sublessee shall carry public liability insurance insuring against all liability of Sublessor and Sublessee and its authorized representatives arising out of and in connection with Sublessee's use or occupancy of the Premises. Sublessee hereby waives any claim or right of action, which it may have against Sublessor for any loss or damage covered by such insurance. The coverage limits of such insurance shall be determined in Sublessor's sole discretion.

14. FIRE OR OTHER CASUALTY. In the event that before or during the term of this Sublease, the Premises or the Building shall be damaged by fire or other casualty which renders the Building or the Premises untenable, Sublessor within twenty (20) days from such fire or casualty or of receipt of written notice from Sublessee of such damage (whichever shall last occur) shall have the right to either (i) serve written notice upon Sublessee of Sublessor's intent to

repair said damage or (ii) if said damage renders so much of either of the Premises or of the Building untenable that repair would not be feasible or if said damage shall have been occasioned by the act or omission of Sublessee, its servants, agents, or employees, serve written notice upon Sublessee that this Sublease is terminated, provided, however, that Sublessor shall not so terminate this Sublease unless such repairs cannot be made within a period of sixty (60) days or unless at the time such notice is given, there remains less than one hundred eighty (180) days during the unexpired current term of this Sublease. If Sublessor shall elect to repair such damage, such repairs shall be commenced within fifteen (15) days of notice to Sublessee of such election and such repairs shall be completed within one hundred eighty (180) days of notice to Sublessee of such election.

The other provisions of this paragraph 14 notwithstanding, Sublessor shall have no obligation to replace or repair the Building, any property in the Building or on the Premises belonging to Sublessee or to any one claiming through or under Sublessee nor shall Sublessor have any obligation hereunder to replace or repair any property on the Premises which Sublessor shall have the right to require Sublessee to remove from the Premises or any alteration, addition or improvement made to the Premises by, for, or at the direction of Sublessee.

15. SUBORDINATION. Sublessee agrees that this Sublease is and shall remain subject and subordinate to the terms and conditions of the lease between Kannapolis Land, Inc. and Sublessor and to and for all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument shall be necessary to effect such subordination; however, Sublessee shall execute promptly and deliver to Sublessor any such certificates in writing as Sublessor may request evidencing the subordination of this Sublease to or the assignment of this Sublease as additional security for any ground Sublease, underlying Sublease, mortgage or deed of trust.

16. CONDEMNATION. In the event the whole or any material part of the Premises shall be taken by eminent domain or in any manner for a public use, the Sublessor may at its option terminate this Sublease. Sublessee shall not be entitled to any part of any award or payment which may be paid to Sublessor or made for Sublessor's benefit in connection with such public use and Sublessee shall have no claim or rights as against Sublessor for the value of any unexpired term of this Sublease. It is provided, however, that the widening of streets abutting the land on which the Building stands shall not affect this Sublease, provided that no material part of the Building is so taken.

17. QUIET ENJOYMENT AND TRANSFER OF TENANTS. Sublessor agrees that Sublessee on performing all the terms and conditions of this Sublease shall quietly have, hold and enjoy the Premises for the term of this Sublease.

18. NOTICES. Any notice or demand which by any provision of this agreement is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, return receipt requested, postage prepaid and addressed: (a) if to Sublessee, to the street address of the Premises at the Building, and (b) if to Sublessor, to the same address or to such other place as Sublessor may from time to time designate in a notice to Sublessee.

19. HEIRS AND ASSIGNS. The provisions of this Sublease shall bind and inure to the benefit of Sublessor and Sublessee, and their respective successors, legal representatives and assigns. It is understood and agreed, however, that the term "Sublessor", as used in this Sublease, means only the owner or the Sublessor for the time being of the Building of which the Premises are a part, so that in the event of any sale or sales (including, without limitation, any judicial sale,

any sale in foreclosure and any sale pursuant to power of sale contained in a mortgage or deed of trust affecting all or any part of the Building or the Land or a leasehold interest in the Land of the Building) of such property or of any Sublease, the Sublessor named herein shall be and is entirely freed and relieved of all covenants and obligations of Sublessor hereunder accruing thereafter, and it shall be deemed without further agreement that the purchaser has assumed and agreed to carry out any and all covenants and obligations of Sublessor hereunder during the period such party has possession of the Land and Building. Sublessee shall from time to time upon request of Sublessor execute and deliver to Sublessor a certificate or certificates stating that this Sublease is unmodified and in full force and effect or in full force and effect as modified and stating the modifications. Such certificates shall also state the amount of Base Rent and Additional Rent then in effect, the dates to which rent has been paid in advance, the amount of any security deposit, and shall specify any default in Sublessor's performance claimed by Sublessee.

20. INTEGRATION AND BINDING EFFECT. The entire agreement, intent and understanding between Sublessor and Sublessee is contained in the provisions of this Sublease and any stipulations, promises or agreements, written or oral, made prior to or contemporaneously with this Sublease shall have no legal or equitable effect or consequence unless reduced to writing and executed by the parties. This Sublease shall be governed and construed pursuant to the laws of the State of North Carolina.

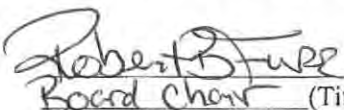
21. COMPLIANCE BY SUBLESSEE WITH GOVERNMENTAL REGULATIONS. In the performance of any acts required of or permitted to Sublessee under paragraph 9 or any other provision of this Sublease, Sublessee shall obey and comply with all lawful requirements, rules, regulations, and ordinances of all legally constituted authorities, existing at any time during the continuance of such performance in any way affecting the Premises or the use of the Premises by Sublessee. Such compliance shall include compliance by Sublessee with all requirements of the Occupational Safety and Health Act, and all amendments thereto, as the same applies to the Sublessee's use of the Premises. It shall also include full compliance with all rules, policies and regulations of the North Carolina Department of Health and Human Services.

IN WITNESS, the parties hereto have duly executed this Sublease Agreement as of the day and year first above written.


SUBLESSOR:
CABARRUS COUNTY

By:  (SEAL)
Michael K. Downs, County Manager

SUBLESSEE:
CABARRUS PARTNERSHIP FOR CHILDREN

By:  (SEAL)
Board Chair (Title)

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

By: 
Finance Director, Cabarrus County, NC

Date: 7-7-15

EXHIBIT A

TOTAL SQ. FT. = 2728.52

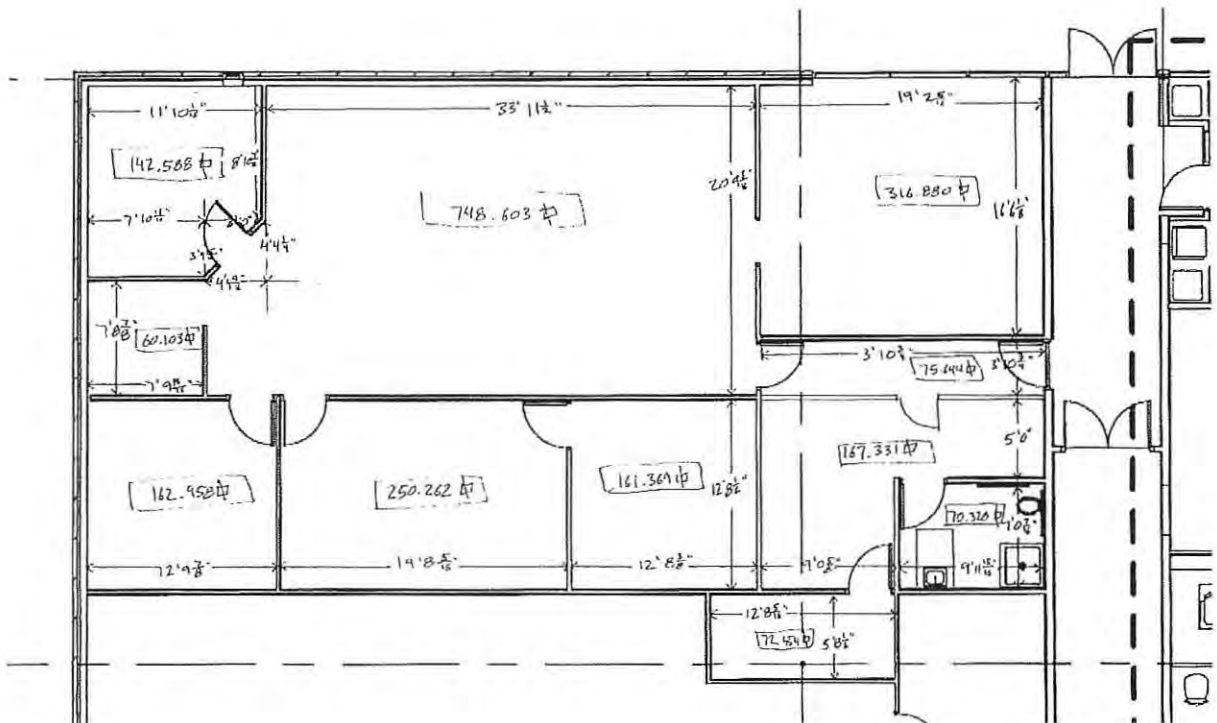


EXHIBIT B

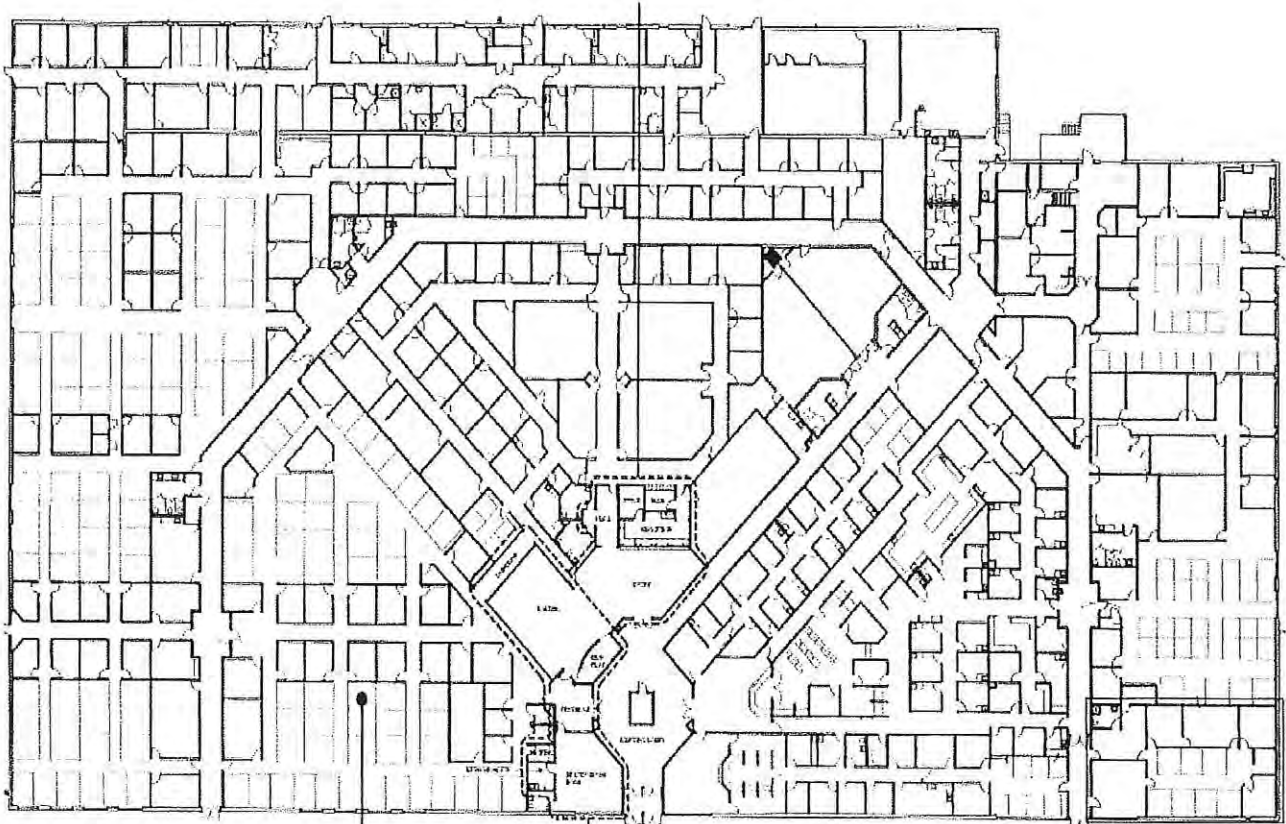


EXHIBIT C

HSC Tenant Cleaning Schedule and Requirements

Frequency – Weekly

Days - Tuesday and Thursday of each week

Time – A.M. to completion of responsibilities

Will respond to emergencies as needed

Emergencies will consist of anything outside the normal service

Services – General office cleaning consisting of the following:

High dust, low dust, wipe down of desk/cubicle where permitted, vacuum carpet, wet/dry mop hard floor surfaces, waste/recycle removal

Restroom cleaning consisting of the following:

High dust, low dust, commode cleaning/sanitizing, sink cleaning/sanitizing, filling of all dispensers (paper towel, toilet paper, hand soap), wet/dry mop, clean/sanitize all fixtures and dispensers, waste/recycle removal, cleaning of shower as needed

Special requests or projects will be done on as needed basis and approved by I.A.M. Management.

This Modification To Sublease ("First Modification") is made and entered into as of May 29, 2017 ("Effective Date") by and between CABARRUS COUNTY, a political subdivision of the State of North Carolina, with its principal place of business at 65 Church Street, SE, Concord, NC 28025 ("Sublessor") and CABARRUS PARTNERSHIP FOR CHILDREN ("Sublessee") (collectively, the "Parties" and each a "Party").

WHEREAS, the Parties entered into a Sublease Agreement ("Sublease") dated as of May 29, 2015 for the Premises located at 1303 South Cannon Boulevard, Kannapolis, North Carolina; and

WHEREAS, the Parties hereto desire to amend the sublease on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendments to the Sublease.

Section Two (2) entitled "Lease Term" of the Sublease is deleted and replaced in its entirety as follows:

The term of this Sublease shall begin on May 29, 2017 and end on May 31, 2022, unless sooner terminated pursuant to the terms hereof. The Sublease shall be extended and will continue thereafter, unless either Party provides at least fifteen (15) days prior written notice to terminate the Sublease. In the event of holding over by Subtenant without Sublessor's written consent, Subtenant shall pay rent equal to twice the Applicable Rent and Additional Rent plus other sums due from time to time hereunder.

2. Limited Effect. Except as expressly provided in this First Modification, all of the terms and provisions of the Sublease are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

IN WITNESS WHEREOF, the Parties hereby execute and deliver this First Modification to the Sublease as indicated below.

CABARRUS COUNTY, NORTH CAROLINA

By: _____
Chair
Board of County Commissioners

Date: _____

ATTEST:

Clerk to the Board

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

Finance Director

CABARRUS PARTNERSHIP FOR CHILDREN

By: Ann C Benfield
Chief Executive Officer

Date: 08-28-2017

ATTEST:

Ann Benfield Accounting technician
Title:



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**SEPTEMBER 5, 2017
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at September 18, 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:



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

SEPTEMBER 5, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Resolution in Support of NCDOT Economic Development Funds

BRIEF SUMMARY:

The Division 10 office of the NC Department of Transportation is completing an application for economic development funds. The funds are being requested to help complete necessary road and network improvements related to Project Hercules. The Division office has requested that Cabarrus County and the City of Kannapolis consider a resolution in support of the requested funding. Based on the schedule for when this application will be evaluated in Raleigh, Division 10 staff have requested that the Board consider an exception to their rules to vote on this resolution at the September work session.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to adopt resolution.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [Resolution](#)



Resolution of Support for the NC Department of Transportation Funding for Road Improvements Related to Project Hercules

WHEREAS, an economic development project titled Project Hercules has been proposed within the Cabarrus County and the City of Kannapolis; and

WHEREAS, Project Hercules is projected to include up to \$85,000,000 in real and personal property value increases; and

WHEREAS, Project Hercules is projected to include up to 600 full time jobs plus additional seasonal part time employment; and

WHEREAS, to be fully realized Project Hercules will need roadway and infrastructure improvements to NC Highway 73, Macedonia Church Road, Barr Road, Kannapolis Parkway and the I-85/George Liles Parkway ramps; and

WHEREAS, the Board of Commissioners and Kannapolis City Council have both approved economic development incentives to support the Project Hercules investment and job creation;

WHEREAS, the Board of Commissioners and the City of Kannapolis are supportive of the NC Department of Transportation proposal to fund up to \$2,700,000 to aid in constructing the required infrastructure and roadway improvements;

NOW THEREFORE, BE IT RESOLVED by the Cabarrus County Board of Commissioners that they support and encourage the NC Department of Transportation to approve the Trust Fund Economic Development and Economic Development Highway Fund for Project Hercules;

Adopted this the 5th day of September 2017.

Stephen M. Morris, Chairman
Board of Commissioners

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

SEPTEMBER 5, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at September 18, 2017 Meeting

SUBJECT:

County Manager - Transfer of Property to the City of Concord

BRIEF SUMMARY:

The Board of Commissioners had previously discussed the possible transfer of property to the City of Concord for the purpose of constructing a recreational facility. A letter from the City is attached requesting the property. In addition, staff and the Board discussed transferring a parcel off Transport Place in addition to the requested property since the Transport property may be used to connect bicycle and greenway facilities. Maps of both properties are attached.

REQUESTED ACTION:

Motion to approve the transfer of property to the City of Concord as shown on the attached map including authorization for the County Manager to sign the transfer documents subject to review and revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Letter of request](#)
 - ☐ [Map of County Home Property](#)
 - ☐ [Map of Trasnport Place property](#)
-



High Performance Living



35 Cabarrus Avenue West, P.O. Box 308, Concord, NC 28026 - www.ci.concord.nc.us

August 2, 2017

Mr. Mike Downs
County Manager
Cabarrus County
PO Box 707
Concord, NC 28026

Dear Mike:

It is my understanding Cabarrus County is willing to transfer four parcels (Pin # 5620224063000, 5620116974000, 56201128059000 and 5620110653000) located west of Brown Street and east of Warren Coleman Boulevard to the City of Concord to allow the Tarheel Trailblazers to develop biking trails on the property. The City of Concord is ready to accept this property to begin working out a legal arrangement with this organization.

Please let me know if you need any additional information regarding this transfer.

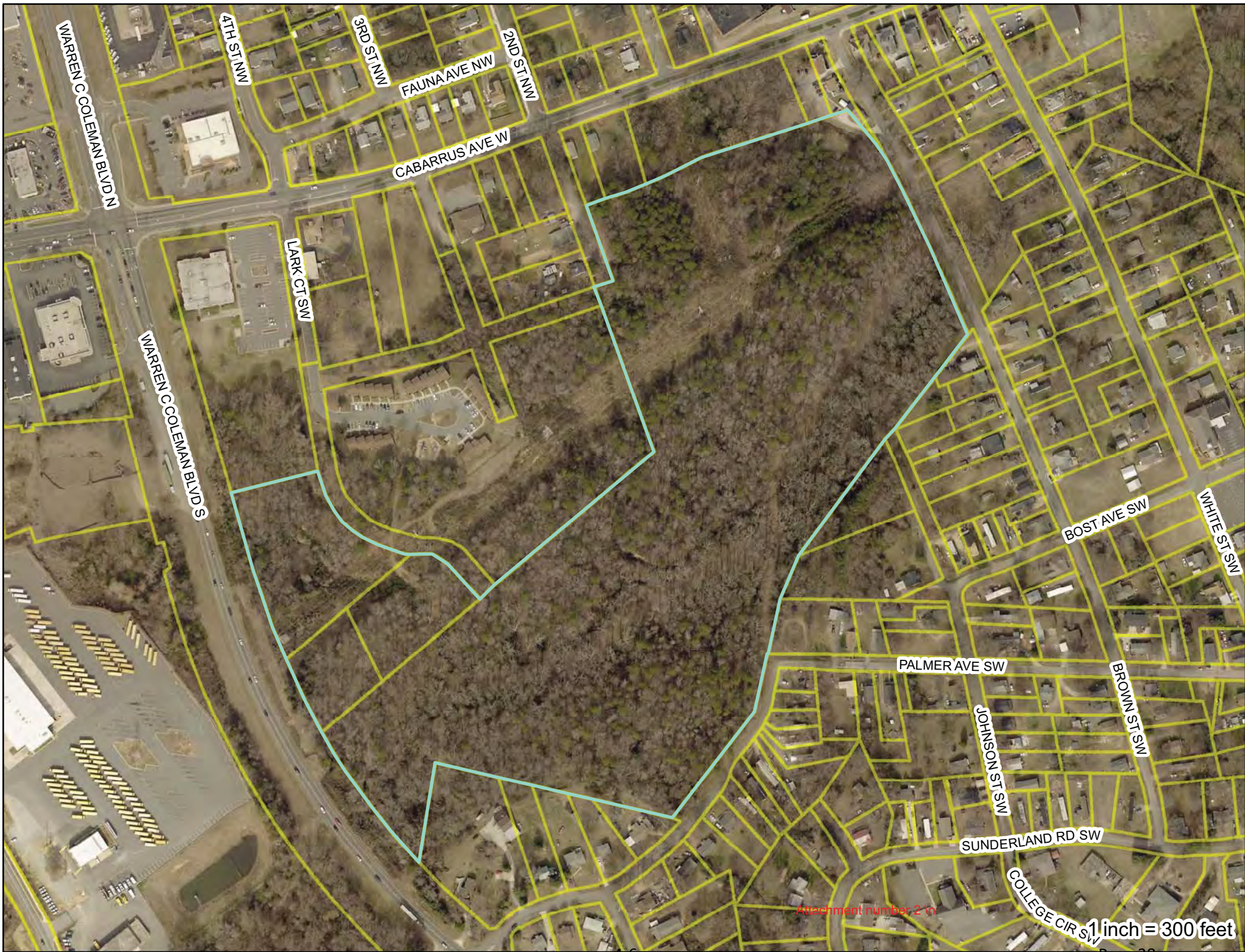
Thank you for your consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read "Brian", written in a cursive style.

W. Brian Hiatt
City Manager

PC: Mayor and City Council
City Attorney VaLerie Kolczynski







CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

SEPTEMBER 5, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at September 18, 2017 Meeting

SUBJECT:

Finance - CIP Funding of Prime Farmland Per the FY2018 Budget

BRIEF SUMMARY:

During the FY18 Budget process, \$90,000 was approved to be allocated to the Soil and Water District projects through a transfer from the Deferred Collections. The funds will be used for future conservation easement purchases. A budget amendment and updated Small Projects Ordinance are presented for approval. Included in the budget amendment is a small adjustment for account tracking purposes for the Drill Repair and Program Fee accounts.

REQUESTED ACTION:

Motion to adopt the updated Small Projects Capital Project Ordinance and the related budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearrington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Date:	9/18/2017	Amount:	\$90,000
Dept. Head:	Susan Fearington (prepared by staff)	Department:	Small Projects Funds
"Internal Transfer Within Department Departments/Funds		"Transfer Between pSupplemental Request	
Purpose: To allocate funds for the capital improvement plan funding of prime farmland for \$90,000 and to adjust .46 from Soil & Water to Drill Repair and Maintenance.			

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
46060000-6023	Def Tax Collection	\$1,552,987.76		\$90,000.00	\$1,462,987.76
46090000-9830	Other Improvements	\$1,284,220.75		\$90,000.00	\$1,194,220.75
					\$0.00
46063270-6023	Def Tax Collection	\$126,000.00	\$90,000.00		\$216,000.00
46093270-9698	S&W District	\$112,145.50	\$90,000.00		\$202,145.50
					\$0.00
46063270-6606	Program Fees	\$0.46		\$0.46	\$0.00
46093270-9419	Drill Repair & Maint	\$11,999.54	\$0.46		\$12,000.00
	Total				

ATTACHMENTS
☐ [Small Projects Ordinance](#)

CABARRUS COUNTY SMALL PROJECTS CAPITAL PROJECT ORDINANCE

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

Section I.

- A. The project authorized is for the purpose of accumulating and appropriating general fund revenues and federal and state grants funds received specifically for use by the appropriate Cabarrus County Department who has received the funds.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the guidelines as set forth by the federal and state government, 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:

Board of Elections Department	
Interest on Investments	\$ 34,098
Contribution from General Fund	61,484
Contribution from Capital Reserve	150,000
	\$ 245,582
Register of Deeds Department:	
Register of Deeds Fees	\$1,433,669
Interest on Investments	39,251
Contribution from General Fund	77,504
	\$1,550,424
Soil and Water Department:	
Other Improvement Projects	\$306,736
Clean Water Trust Fund Grant Cox Mill	529,819
Clarke Creek Grant	28,014
EEP Contract	16,900
Porter Project2	266,967
Drill Program Fees	12,000
Suther Farm Project	780,000
Stewardship Fund	36,421
	\$1,976,857
Local Agricultural Preservation Projects:	
Contribution from General Fund	\$13,800
Deferred Farm Tax Collections	1,481,488
Deferred Farm Tax Interest	266,382
Interest on Investments	7,751
	\$1,769,421
TOTAL REVENUES	\$5,542,284

- D. The following appropriations are made as listed:

Board of Elections Department:	
Board of Elections Equipment and Furniture	\$ 245,582

Register of Deeds Department:	
Register of Deeds Automation & Preservation	\$ 1,550,424
Soil and Water Department:	
Other Improvement Projects	\$306,736
Clean Water Trust Fund Grant	529,819
Clarke Creek Grant	28,014
EEP Contract	16,900
Porter Project2	266,967
Drill Repair & Maintenance	12,000
Stewardship	36,421
Suther Farm Project	780,000
	<u>\$1,976,857</u>
Local Agricultural Preservation Projects:	
Other Improvement Projects	\$1,769,421
TOTAL EXPENDITURES	\$5,542,284
 GRAND TOTAL – REVENUES	 \$5,542,284
GRAND TOTAL – EXPENDITURES	\$5,542,284

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 County Manager may transfer amounts between objects of expenditures 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 County 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 County 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 appropriation 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 Projects Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Officer 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 Ordinance associated with the project is closed.

Adopted this 18th day of September, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

SEPTEMBER 5, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at September 18, 2017 Meeting

SUBJECT:

Finance - Write-off of Ambulance Receivables for FY 2013 - \$1,037,503

BRIEF SUMMARY:

As allowed in North Carolina General Statute 44.51.4, the County may treat the amount due for ambulance services the same as if it were a tax due to the county. The County's policy is to keep three years of ambulance receivables plus the current year's receivables on the General Ledger. This policy allows the outstanding receivable balance of \$1,037,503 for Fiscal Year 2013 to be written off. The Emergency Medical Services Department has exhausted all means of collections for the Fiscal Year 2013 bills.

REQUESTED ACTION:

Motion to authorize the Finance Department to write off the outstanding receivable for Fiscal Year 2013 ambulance bills.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearrington, Finance Director
Alan Thompson, EMS Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [Write off memo and backup](#)



Cabarrus County Finance Department

To: Susan B Fearrington, Finance Director

Copy: Alan Thompson, EMS Director

From: Douglas E Brewer, Finance, Senior Accountant

Date: August 16, 2017

Subj: Write-off of Uncollectible Accounts Receivable - Ambulance

Cabarrus County's year-end procedure includes adjusting the Accounts Receivable-Ambulance balance to include the outstanding balances for the closing year plus the three preceding fiscal years. Therefore, at June 30, 2017, the Accounts Receivable-Ambulance balance should include outstanding amounts owed for fiscal years 2014 through 2017, totaling \$8,227,234.

The current Accounts Receivable- Ambulance general ledger balance is \$9,264,737 and needs to be adjusted by writing off a total of \$1,037,503.

The proposed write-off amount represents unpaid account balances for fiscal year 2013. Historical analyses indicate amounts are no longer collectible in the fourth year following billing.

The County's third-party billing company, EMS Management & Consultants, is responsible for ensuring all claims are filed timely with insurance companies. In addition, the County's Emergency Medical Services staff are diligent in attempting to collect past-due balances through the use of a collection agency, garnishments and the State's Debt Setoff program.

Please submit the write-off request to the Board of Commissioners for approval. Writing-off the fiscal year 2013 balance does not prevent the collection of these outstanding balances. It simply allows the Finance Department to adjust the Accounts Receivable-Ambulance balance to accurately reflect the balance which is considered collectible.

CABARRUS COUNTY
ACCOUNTS RECEIVABLE - AMBULANCE
Fiscal Year Ended June 30, 2017

Description	FY13	FY14	FY15	FY16	FY17	Total
Billing						
Charges, net of contractual allowances	5,392,797	5,087,519	5,623,877	6,727,260	7,275,293	30,106,746
Collections						
Payments, net of refunds	(4,355,294)	(3,916,750)	(4,201,255)	(4,568,823)	(3,799,887)	(20,842,009)
Accounts Receivable - Ambulance						
Unpaid balances at June 30, 2017	1,037,503	1,170,769	1,422,622	2,158,437	3,475,406	9,264,737
Proposed Write-off						
Uncollectible, fiscal year 2013						(1,037,503)
Adjusted Accounts Receivable - Ambulance, June 30, 2017						8,227,234

Prepared by:
Douglas E Brewer, Cabarrus County Finance Department

Notes:

Historical data show that the percentage of collectibility is about 57 percent in the year billed, 16 percent in the year following billing, one percent in the second year following billing, and one percent in the third year following billing. Accounts are fully uncollectible in the fourth year following billing. The County's third-party billing company, EMS Management & Consultants, typically writes-off an account balance when it is unpaid after approximately 90 days. Cabarrus County Emergency Medical Services staff continue collection procedures, so the County does not consider amounts to be uncollectible at this time, thus requiring the above analysis and adjustment.



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

SEPTEMBER 5, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at September 18, 2017 Meeting

SUBJECT:

Human Resources - Personnel Ordinance Updates

BRIEF SUMMARY:

The Cabarrus County Personnel Ordinance has been fully reviewed and Human Resources is requesting numerous updates. A summary of the proposed changes has been provided and will be reviewed as needed along with a description of the review process utilized.

REQUESTED ACTION:

Motion to adopt recommended Personnel Ordinance changes.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Lundee Covington, HR Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [Personnel Ordinance Updates](#)

Cabarrus County Personnel Ordinance Updates

Board of Commissioners Work Session

September 5, 2017

Attachment number 1 \n

Main Reasons for Changes

- ▶ State Personnel Act - no longer applicable to Department of Human Services employees
- ▶ Hours change for EMS and addition of Fire Services Department
- ▶ Benefits eligibility rules clarified for consistency of benefits
- ▶ New benefits added (ex. Bilingual Incentive)
- ▶ Current benefits reviewed and modified or new forms/processes added (ex. application and hiring process)
- ▶ Removed embedded documents in favor of links to external sites (ex. DOL for Fair Labor Standards Act)
- ▶ TIME for a full update!

Attachment number 1 \n

Review Process Utilized

- ▶ Updates were captured over the course of a year or more
- ▶ Individual meetings held with Commissioners for initial feedback
- ▶ Proposed updates shared with Department Heads
- ▶ Held 4 Employee Forums to review select changes and answer questions from summary list
- ▶ Summary of proposed changes, new sections and FAQs posted for employee review
- ▶ Adjustments and additional updates made based on feedback received through this process
- ▶ Presenting to Commissioners at Work Session with requested approval September 18
- ▶ Updated Ordinance posted on intranet for employees and supervisors
- ▶ Additional trainings scheduled for supervisors to cover new forms and processes

Attachment number 1 \n



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

SEPTEMBER 5, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at September 18, 2017 Meeting

SUBJECT:

Planning and Development - 2016-2017 HOME Program Consolidated Annual Performance and Evaluation Report (CAPER) - Public Hearing 6:30 P.M.

BRIEF SUMMARY:

Cabarrus County has participated in the HOME program for approximately twenty years. Each year staff is required to produce the Consolidated Annual Performance and Evaluation Report which describes what activities have taken place that year and the amount of funds expended on it. This year no activities have taken place because we have been working with Prosperity Unlimited on acquiring tax credits for a senior rental apartment complex project. Prosperity Unlimited received funding for the project last August and final funding commitments are being processed. Construction is due to start in the fall of 2017. A public hearing is required.

REQUESTED ACTION:

Hold a public hearing.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, AICP
Planning and Development Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [CAPER](#)
 - ☐ [advertisement](#)
-

HOME Recipients

End of Program Year CAPER Report

Covering July 1, 2016 to June 30, 2017

Please provide detailed information regarding your HOME-assisted projects from July 1, 2016 to June 30, 2017. Complete a separate form for each HOME-assisted activity. Please provide at least one picture of each project listed. Use as much space as needed to answer the questions.

****Please return this form to Pepper Bego no later than September 8 2017.***

Agency Name: Cabarrus County

Contact Person: Kelly Sifford

2016-2017 HOME-ASSISTED ACTIVITIES

1. Proposed Activities (per Action Plan):

The proposed activity is the construction of a 60 unit rental complex for seniors. Six units will be assisted with 2016-2017 funding. The proposed complex is located on 110 N. Little Texas Road in Kannapolis. The proposed project is a tax credit project that will be submitted and jointly owned by two nonprofit agencies. Prosperity Unlimited is a local nonprofit that will take 51% ownership in the project and Wesley Community Development Corporation will have 49% ownership in the project. This project will provide affordable housing opportunities for low to moderate income seniors.

2. Describe how you provided decent housing and a suitable living environment for low and moderate-income persons and how it made an impact on identified needs.

Cabarrus County has also decided to focus its' housing resources on elderly residents due to needs established by a Strategic Aging study in the community. This project will provide safe affordable housing units for seniors. It will supply 60 units of accessible safe affordable housing units to a rapidly growing community, six of which will be HOME supported for 2016-2017.

3. Activities and Accomplishments: *(Please state whether you met your goals/objectives this year.)*

The project was slated to begin construction in August 2017, so we are in the final stages of planning for construction. No units have been completed and no households assisted this fiscal year.

Please complete the following table.

HOME ACTIVITY (New Const., Rehab, DPA, Etc.)	Description of Accomplishment	Activity Location	Number of Households Assisted
New Construction of Rental unit	In final planning stages	110 N. Little Texas Road	0

PLEASE REMEMBER TO ATTACH PICTURES OF YOUR WORK

No pictures at this time as construction has not begun.

4. Describe actions taken to eliminate barriers to affordable housing.

The adequate public facilities ordinance was appealed. This was an added expense to homes in Cabarrus County. Staff directs clients to non-profit agencies to get homebuyer education and down payment assistance where applicable. The local realtor organization is sent information and contacted on a rotating schedule to ensure active participation and knowledge of assistance programs. Technical assistance and referrals have been offered to families and individuals facing foreclosures. have held joint events with Concord, Kannapolis, and Prosperity Unlimited to notify citizens of the availability of grant opportunities as well as inform them of fair housing regulations.

5. Describe actions taken to overcome the effects of impediments to fair housing.

Cabarrus County updated its Analysis of Impediments to fair housing as well as the consortium analysis. Each quarter, Cabarrus County does different activities to notify the public of fair housing laws. A Fair Housing notification is posted on the website at all times in English and Spanish, and pamphlets are placed in county government buildings and libraries. Social workers receive minimal training on fair housing law and county staff makes contact with agencies that provide services to

protected groups. Ads are placed on the local cable access, in the newspaper and on the radio annually. Cabarrus County uses our Channel 22 to disperse fair housing information at outreach programs, festivals and the county fair in order to get the word out as much as possible. Channel 22 advertises all Fair Housing events for other government and nonprofit entities. Citizens who are interested in purchasing homes are directed to Prosperity Unlimited to take advantage of counseling and grant opportunities.

6. Please provide the following statistics by Person (P) or Household (H)

RACE	# of Households	# of People
White	0	0
Black/African American	0	0
Asian	0	0
American Indian/Alaskan Native	0	0
Native Hawaiian/Pacific Islander	0	0
Am Indian/Alaskan Native and White	0	0
Asian & White	0	0
Black/African American and White	0	0
Am Indian/Alaska Native and Black	0	0
Other Multi-Racial	0	0
Hispanic Ethnicity	0	0
Income		
Less than 30% AMI	0	0
31% - 50% AMI	0	0
51% - 80% AMI	0	0
80%- AMI	0	0
Family Status and Special Needs		
Female-Headed	0	0
Disabled (not elderly)	0	0
Elderly	0	0
Homeless	0	0
AIDS/HIV+	0	0

7. Budget Information

(Please provide the information requested below.)

BUDGET INFORMATION		
HOME Funds Budgeted this period	2016-17	94,206
HOME Funds Expended this period		0
HOME Funds Balance as of June 30, 2016		184,598
Other Federal Funds Expended this period		0
Non-Federal Funds Expended this period		0
Total Project Funds Expended this period		0



To: Independent Tribune

From: Kelly Sifford, AICP

Date: August 21, 2017

Re: Advertisement

Please run the following advertisement on Wednesday, September 6th and Sunday, September 10th :

Public Hearing Notice
Monday, September 18, 2017
6:30 p.m.
Cabarrus County Governmental Center
65 Church St. S., Concord, NC 28025

1. Public Hearing on the CAPER for the 2016-2017 HOME program. Cabarrus County has \$94,206 in 2016-2017 HOME funds that have not been expended in addition to \$90,392 in 2015-2016 funds that have not been expended. The funding for both years is committed to a senior rental housing 60 unit complex planned for 110 N. Little Texas Road in Kannapolis. The multiyear project is slated to begin construction this fall.

Any questions concerning this item should be addressed to the Cabarrus County Planning and Development Services Department- Community Development Division at (704) 920-2142.

IF REASONABLE ACCOMMODATIONS ARE NEEDED TO PARTICIPATE IN THE PUBLIC HEARING, PLEASE CONTACT THE ADA COORDINATOR AT (704) 920-2109 AT LEAST 48 HOURS PRIOR TO THE MEETING.

Please advertise in block format. Business card size.



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

SEPTEMBER 5, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at September 18, 2017 Meeting

SUBJECT:

Planning and Development - Placid Road (SR-1818) Right-of-Way
Abandonment - Public Hearing 6:30 P.M.

BRIEF SUMMARY:

As part of the development of the Castlebrooke Subdivision, roadway improvements were required. The roadway improvements consisted of widening Placid Road from the beginning of the Castlebrooke Subdivision to its intersection with Shiloh Church Road. A re-alignment was also required at the intersection. This re-alignment required a 90 degree approach which shifted the overall right-of-way. The old right-of-way needs to be abandoned.

The Board of Commissioners adopted a resolution to start the abandonment process for this portion of Placid Road (SR-1818) on January 17, 2017.

The North Carolina Department of Transportation approved abandonment of the .04 miles and added the new .02 miles of Placid Road (SR-1818) to the maintenance list on June 29, 2017.

The Board of Commissioners will need to hold a public hearing to receive input on the proposed closing of the right-of-way. Once input has been received, the Board of Commissioners will need to consider adopting a Resolution to formally abandon the public right-of-way for .04 miles of Placid Road (SR-1818).

REQUESTED ACTION:

1. Receive staff report

2. Hold public hearing
3. Motion to consider adopting a Resolution abandoning approximately .04 miles of the existing right-of-way for Placid Road (SR-1818)

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

- ☐ [PLACID ROAD APPLICATION](#)
 - ☐ [PLACID ROAD PLAT](#)
 - ☐ [RESOLUTION #1](#)
 - ☐ [NCDOT APPROVAL LETTER](#)
 - ☐ [NCDOT EXHIBIT](#)
 - ☐ [RESOLUTION #2](#)
 - ☐ [Public Hearing Webpage](#)
 - ☐ [Public Hearing Notice - Website](#)
-



Engineers, Surveyors, Planners, Scientists

PLST 2016-00004

Letter of Transmittal

To: Susie Morris
Planning and Zoning Manager
Cabarrus County Government Center
Planning and Development Department
65 Church Street South
Concord, NC 28025

From: Carlos R. Petrovich
Date: November 30, 2016
Job no.: 2014-1257
Subject: Placid Road Abandonment

We are sending you herewith via: ☐ Courier ☐ U.S. Mail ☒ Fed. Ex.

The following items: ☐ copies ☒ originals ☐ [other]

Copies	Date	Number of sheets	Description
1	11/30/16	8	Right of Way Abandonment Package
-	11/28/16	-	Check #4517 (\$ 154.50)

These are transmitted as checked below:

☒ for approval ☐ for your file ☐ as requested ☒ for review & comment

☐ for execution / signatures ☐ [other]

Remarks: Please forward any future billing related to the right of way abandonment process to Mattamy Homes at 2127 Ayrsley Town Blvd, Ste 201. Charlotte, Nc 28273 Attn: James Mathieson.

For EMH&T:

Carlos R. Petrovich

If enclosures are not as noted, kindly notify us at once.



A legacy of **experience**. A reputation for **excellence**.

301 McCullough Drive Suite 109
Charlotte, North Carolina 28262
Phone: 704-548-0333
Toll Free: 1-888-775-EMHT

emht.com

Job number: 2014-1257

Right-of-Way Abandonment

PLACID ROAD
(Castlebrooke Phases 2, 3, 4 & 5)

Kannapolis, North Carolina

November 18, 2016

Attachment number 1 \n



A legacy of **experience**. A reputation for **excellence**.

TABLE OF CONTENTS

SECTION I:	RIGHT OF WAY ABANDONMENT SUMMARY
SECTION II:	LOCATION MAP/VICINITY MAP
SECTION III:	PROCESS OUTLINE
SECTION IV:	RIGHT OF WAY ABANDONMENT PETITION FORM
SECTION V:	PLAT & LEGAL DESCRIPTION



CABARRUS COUNTY 911

STREET OR ROAD RIGHT OF WAY ABANDONMENT PETITION FORM

DATE: 11/18/2016

NAME OF PETITIONER: Mattamy Homes (James Mathieson)

ADDRESS OF PETITIONER: 2127 Ayrley Town Boulevard, Suite #201, Charlotte, NC 28273

PHONE: (980) 215 - 3851

EMAIL: james.mathieson@mattamyhomes.com

NAME OF ROAD RIGHT OF WAY TO BE ABANDONED: Placid Road

STATE ROAD NUMBER (IF APPLICABLE): 1818

LINEAR FOOTAGE OF ROAD: Shiloh Church Road

LINEAR FOOTAGE OF ROAD TO BE ABANDONED: Approximately 165.5 LF

NEAREST INTERSECTION: Approximately 180 LF

REASON FOR REQUEST:

As part of the site improvements for the subdivision named Castlebrooke, The City of Kannapolis
requested roadway improvements to Placid Road. The roadway improvements consisted of widening
the road and re-aligning the intersection with Shiloh Church Road. The alignment of such intersection
led to the abandonment of the old portion of right of way for Placid Road and also the dedication of
new land to NCDOT. Please see plat for further details.

SIGNATURE OF APPLICANT:  DATE: 11/28/16

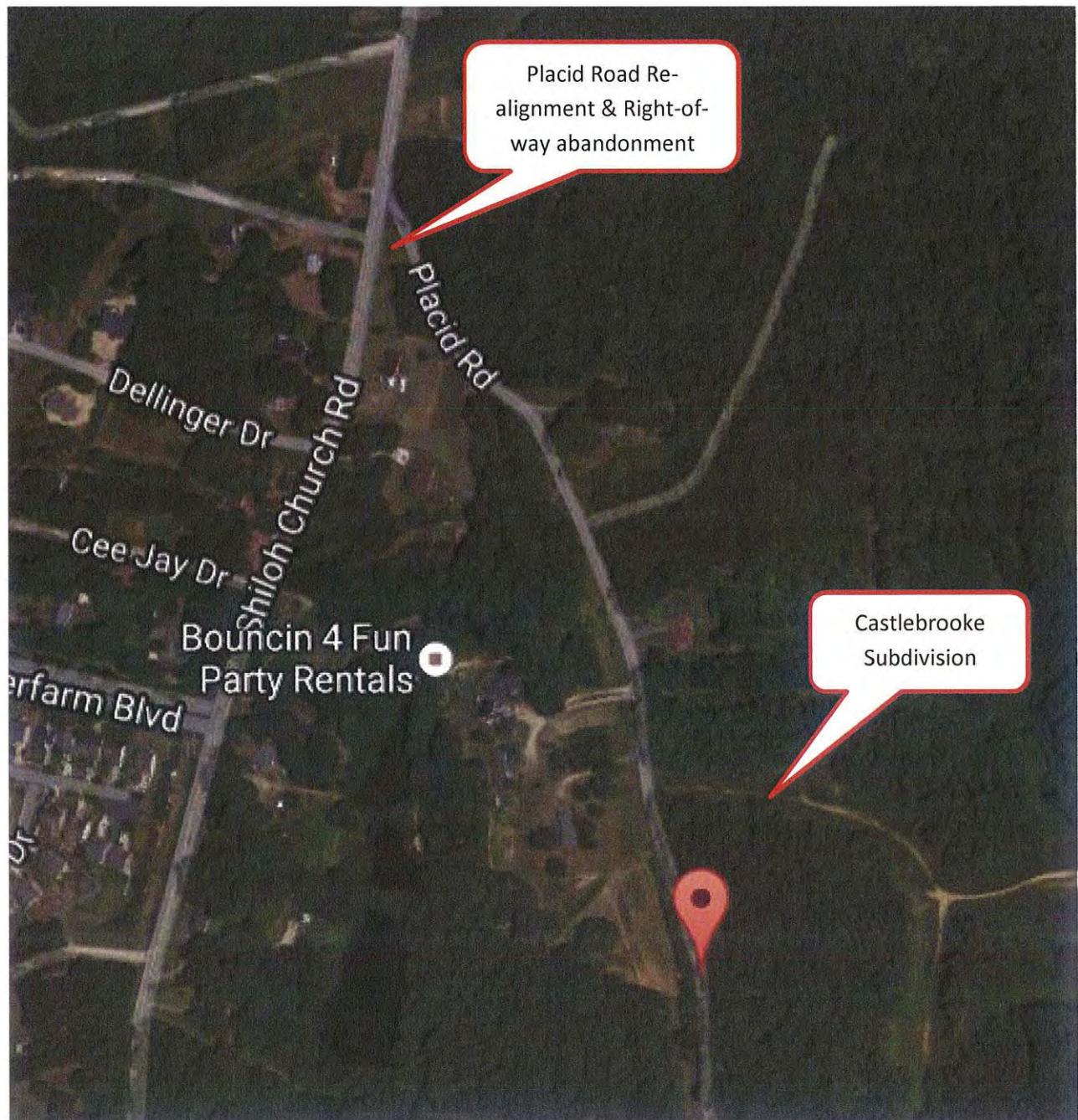
- PRE-APPLICATION MEETING WITH STAFF REQUIRED PRIOR TO SUBMITTAL.
- SUBMITTAL DOCUMENTATION DETERMINED AT PRE-APPLICATION MEETING.
- SUBMITTAL MUST BE COMPLETE OR IT WILL NOT BE PROCESSED.

Fees: A \$150.00 review fee (+3% tech fee), + cost of advertising Public Hearing + cost of new street sign(s) + cost of required mailing and notices for submittal.

A. EXECUTIVE SUMMARY

Placid Road is located within the City of Kannapolis in Cabarrus County in the state of North Carolina. In addition, Placid Road is managed by NCDOT Division 10 District 01. Placid Road underwent improvements as part of the construction (currently ongoing) for the Castlebrooke Subdivision developed by Mattamy Homes. The roadway improvements to Placid Road consisted of widening the road from beginning of the Parcel for Castlebrooke all the way to the intersection with Shiloh Church Road. Consequently, the re-alignment of the intersection to Shiloh Church Road to a 90 degree approach was as well completed. For such re-alignment Mattamy Homes is proposing to dedicate the parcel (owned by Mattamy) to NCDOT in its entirety. Furthermore, the old portion of Placid Road will undergo the right-of-way abandonment process as well as the re-distribution of land with Cabarrus County.

Additional information and a Plat with legal descriptions have been included with this document for further information.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 301 McCullough Dr., Ste. 109, Charlotte, NC 28262
 Phone: 704.548.0333 Toll Free: 888.775.3648
emht.com

City of Kannapolis, Cabarrus County, North Carolina
**Placid Road Right-of-Way Abandonment
 Location Map**



Attachment number 1 in



VICINITY MAP

Not to Scale

Curve Table					
Curve Number	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	9°19'09"	541.16'	88.02'	S25°54'54"E	87.92'
C2	48°15'09"	178.00'	149.91'	N45°36'24"W	145.51'
C3	5°21'48"	290.00'	27.15'	S24°03'32"E	27.14'

Line Table		
Line Number	Direction	Length
L1	N09°23'27"E	44.57'
L2	N23°28'09"W	12.02'
L3	S47°57'48"E	51.59'

REVIEW OFFICER'S CERTIFICATE

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

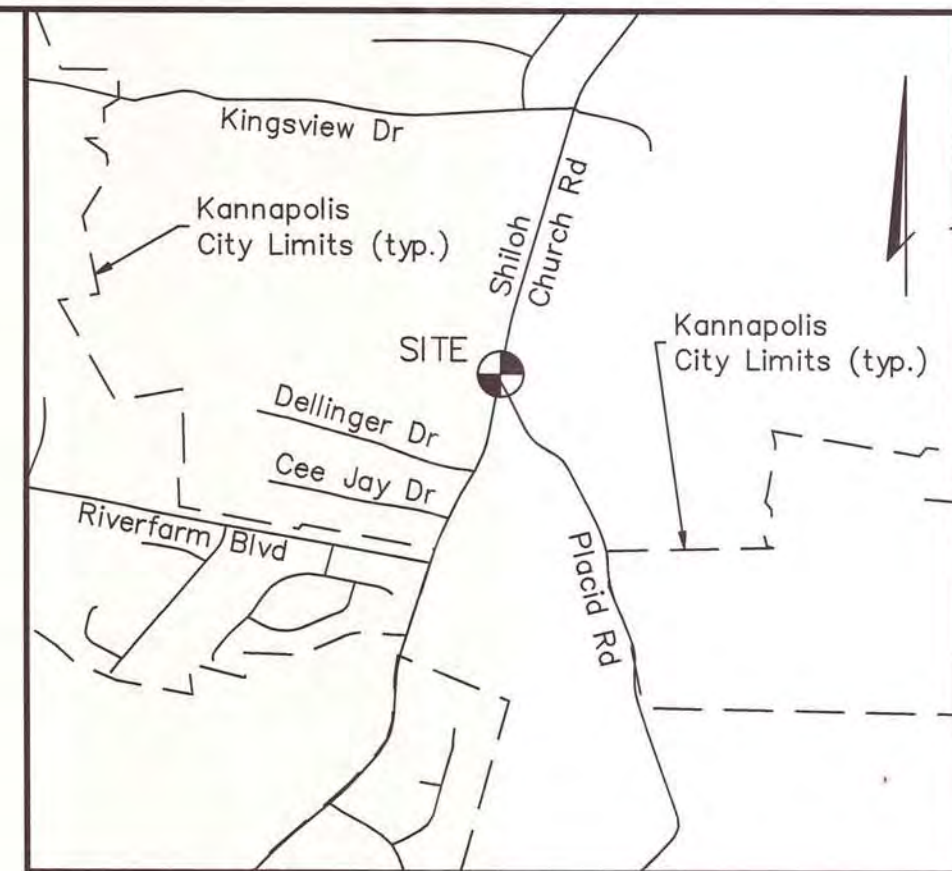
REVIEW OFFICER _____ DATE _____

OWNER'S CERTIFICATION

I HEREBY CERTIFY THAT I AM THE OWNER OR AGENT OF THE PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT I HEREBY ADOPT THIS RIGHT-OF-WAY DEDICATION WITH MY FREE CONSENT, AND DEDICATE ALL STREETS AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED.

OWNER OR AGENT
MATTAMY CAROLINA CORPORATION
2127 AYRSLEY TOWN BLVD - SUITE 201
CHARLOTTE, NC 28273

DATE _____



NOMENCLATURE:

R/W - RIGHT-OF-WAY
N/F - NOW OR FORMERLY
DB - DEED BOOK
IRS - IRON ROD SET
EIR - EXISTING IRON ROD FOUND
CP - CALCULATED POINT
TYP - TYPICAL REPRESENTATION
TL - TOTAL DISTANCE
LF - LINEAR FEET

NOTES

- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS NOTED OTHERWISE.
- OWNERSHIP INFORMATION LISTED FOR ADJACENT PARCELS TAKEN FROM PUBLIC RECORDS AND CABARRUS COUNTY GIS.
- AREAS COMPUTED BY THE COORDINATE METHOD.
- DATE OF COMPLETION OF FIELD SURVEY: 08/18/2015.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THE PROPERTIES SHOWN HEREON ARE SUBJECT TO ANY FACTS OR EASEMENTS WHICH MAY BE DISCOVERED BY A FULL AND ACCURATE TITLE SEARCH.

STATE OF NORTH CAROLINA
CABARRUS COUNTY

I, MATTHEW D. ROWLES, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN REFERENCES SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES AND PLOTTED FROM INFORMATION FOUND IN REFERENCES SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS BETTER THAN 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; AND THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF A SUBDIVISION; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS _____ DAY OF _____, A.D., 2016.

PRELIMINARY DRAFT, FOR REVIEW

MATTHEW D. ROWLES, PLS L-4961

DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

APPROVED _____
DISTRICT ENGINEER

DATE _____



Odell Township, Cabarrus County, North Carolina PLACID ROAD RIGHT OF WAY ABANDONMENT AND DEDICATION PLAT

Owner(s): Mattamy Carolina Corporation & NCDOT
Prepared for: Mattamy Carolina Corporation
2127 Ayrley Town Blvd
Suite 201
Charlotte, NC 28273

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
301 McCullough Dr., Ste. 109, Charlotte, NC 28262
Phone: 704.548.0333 Toll Free: 888.775.3448
emht.com

DATE: PRELIMINARY

SCALE: 1" = 30'

JOB NO.: 2014-1257

SHEET: 1 of 1

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



**RESOLUTION EXPRESSING SUPPORT
OF
THE CABARRUS COUNTY BOARD OF COMMISSIONERS
FOR
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
TO REVIEW ABANDONMENT AND CLOSURE
OF
A PORTION OF STATE ROAD NUMBER 1818
ALSO KNOWN AS PLACID ROAD**

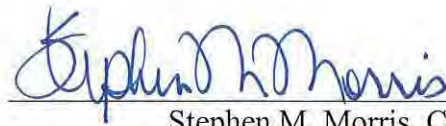
WHEREAS, North Carolina State Road 1818 in Cabarrus County is known as Placid Road, being a paved road approximately .71 mile(s) in length, a portion of Placid Road, bound on both sides by property owned by Jesse McKnight (c/o Myrtle McKnight) & Frank Fleming Jr, needs to be abandoned by the North Carolina Department of Transportation (NCDOT); and

WHEREAS, the Board of County Commissioners of the County of Cabarrus is requesting that the above described road, the location of which has been indicated on the attached map, be abandoned from the Secondary Road System; and

WHEREAS, the Board of Commissioners is of the opinion that the above described road should be abandoned from the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation and Highway Safety for the abandonment of roads from the System.

NOW THEREFORE, be it resolved by the Board of County Commissioners of the County of Cabarrus that the Division of Highways is hereby requested to review the above described road and to cease maintenance of same road if it meets established standards and criteria.

Adopted this 17th day of January, 2017.


Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

Attest:


Megan I. E. Smit, Clerk to the Board



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

August 15, 2017

Susie A. Morris, AICP, CZO
Planning and Zoning Manager
Cabarrus County Planning Dept.
PO Box 707
Concord, NC 28026

Petition Number: 10.1523-C

Dear Ms. Morris,

I am pleased to inform you that the realignment of SR-1818 (Placid Rd) in Cabarrus County, has been accepted by the Board of Transportation which met on June 29th, 2017. NCDOT Maintenance forces will no longer maintain the abandoned 0.04 miles and will begin maintaining the added 0.02 miles of SR-1818 (Placid Rd). Please see the attached Board of Transportation approval and associated maps to illustrate this realignment.

If you have any questions, please contact me at the number below.

Sincerely,

Jeff Burtleson
Engineering Technician



Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 10 DISTRICT 01
615 CONCORD ROAD
ALBEMARLE, NC 28001

Telephone: (704) 983-4360
Fax: (704) 982-9659
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

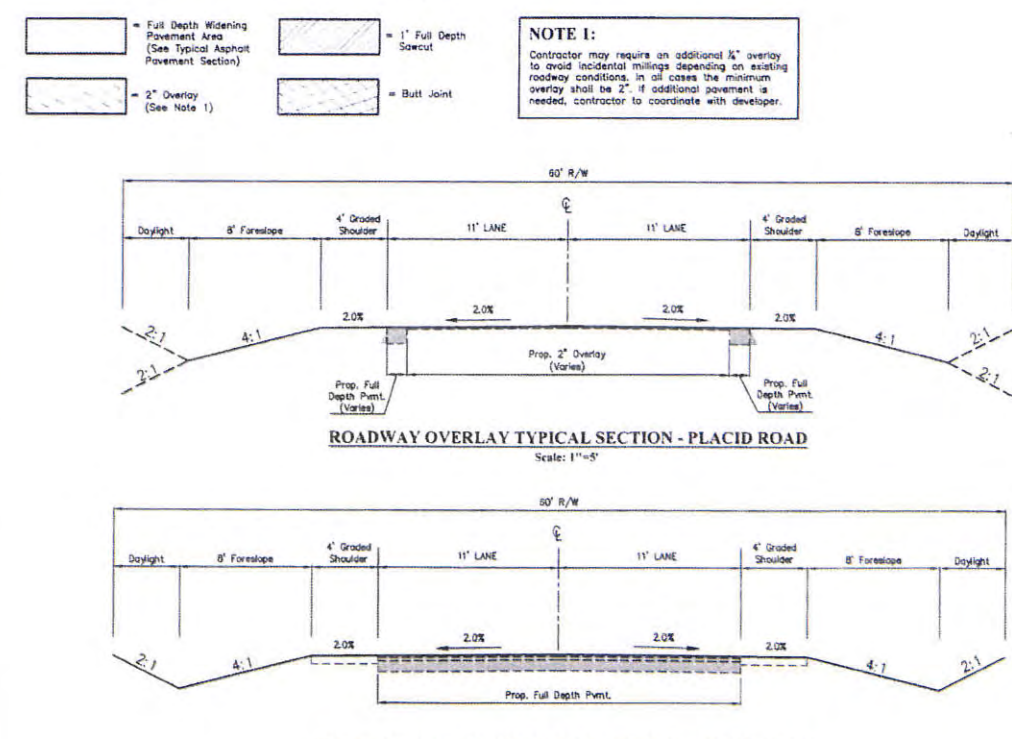
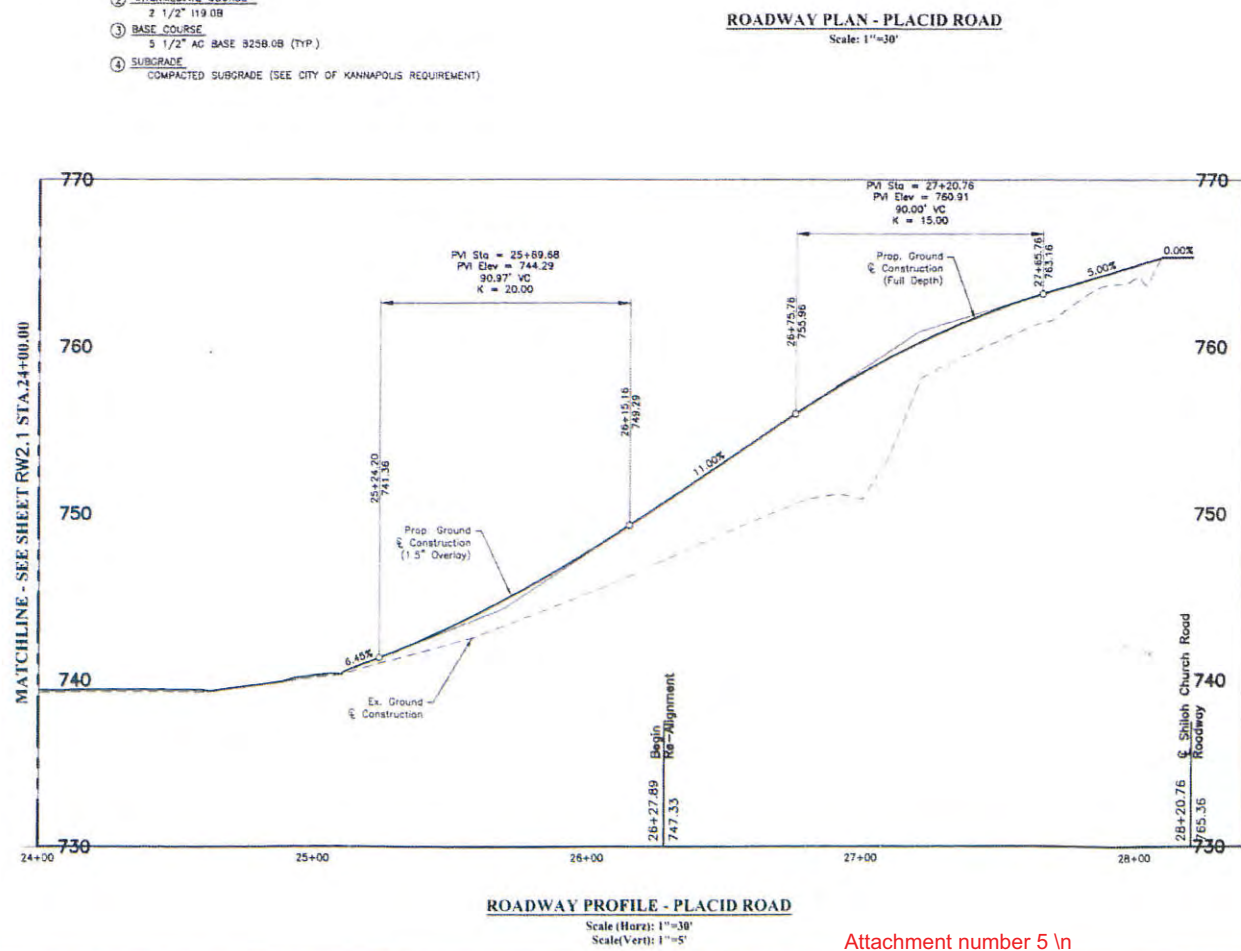
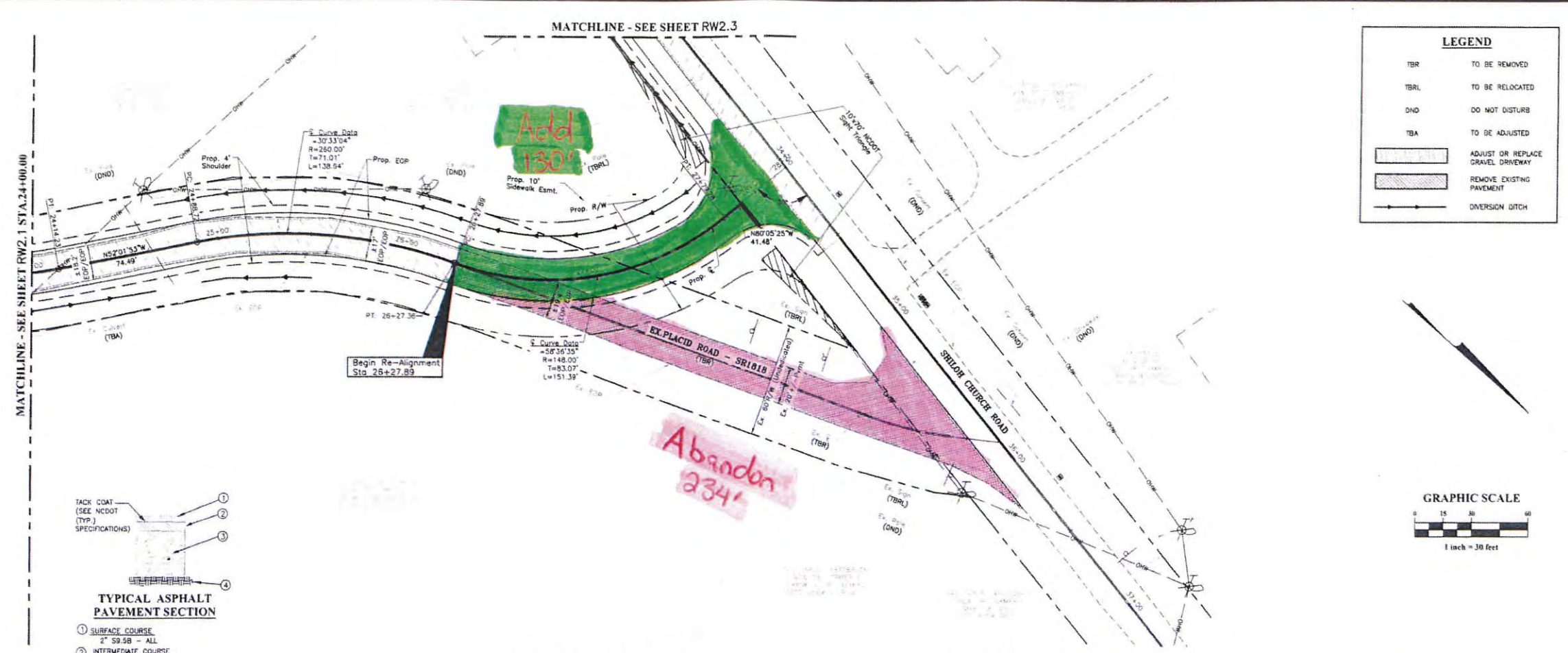
Location:
615 CONCORD ROAD
ALBEMARLE, NC 28001

Attachment number 4 \n

System Addition								
DIVISION	DISTRICT	COUNTY	PETITION # *	SUBDIVISION	LEN	STREETNAME	ROUTE #	Portion Reassigned to
9	1	ROWAN	ROWAN_2017_06_51381	ASHLAND PLACE SUBDIVISION	0.08	BAYHILL RD	SR 2901	
9	2	DAVIE	DAVIE_2017_06_51383		0.28	WILKESBORO ST	SR 1525	
9	2	FORSYTH	FORSYTH_2017_06_51382	DRIFTWOOD ACRES SUBDIVISION	0.04	DRIFTWOOD TRAIL CT	SR 2595	
10	1	CABARRUS	CABARRUS_2017_06_51385		0.02	PLACID RD EXT	SR 1818	
10	2	MECKLENBURG	MECKLENBURG_2017_06_51384	CALDWELL COMMONS SUBDIVISION	0.23	WILLIAM CALDWELL AVE EXT	SR 2886	
10	2	MECKLENBURG	MECKLENBURG_2017_06_51384	CALDWELL COMMONS SUBDIVISION	0.07	MERRIE ROSE AVE EXT	SR 2888	
10	2	MECKLENBURG	MECKLENBURG_2017_06_51384	CALDWELL COMMONS SUBDIVISION	0.10	HAWKINS MEADOW CT EXT	SR 2890	
10	2	MECKLENBURG	MECKLENBURG_2017_06_51384	CALDWELL COMMONS SUBDIVISION	0.09	OLIVIA CATHERINE WAY	SR 2891	
10	2	MECKLENBURG	MECKLENBURG_2017_06_51386		0.25	STUMPTOWN RD EXT	SR 2140	
11	1	YADKIN	YADKIN_2017_06_51387	FORBUSH OAKS SUBDIVISION	0.09	FORBUSH OAKS CT	SR 1662	
11	2	CALDWELL	CALDWELL_2017_06_51388		0.70	WASHBOARD LN	SR 2003	
System Deletion								
DIVISION	DISTRICT	COUNTY	PETITION # *	SUBDIVISION	LEN	STREETNAME	ROUTE #	Portion Reassigned to
9	2	FORSYTH	FORSYTH_2017_06_51389		0.42	SULLIVANTOWN RD	SR 1992	
10	1	CABARRUS	CABARRUS_2017_06_51390		0.04	PLACID RD	SR 1818	

* Petition code (<county_name>_xxxx_xx_xxxxx) represents the county name / BOT date as year and month / Petition number.

*** This report contains only Secondary Road changes APPROVED by the Board of Transportation. Your division, district, or county will only be listed if applicable.



REVISIONS	
DATE	DESCRIPTION

MATTAMY HOMES
 2127 Ayrsky Town Blvd, Suite 201
 Charlotte, NC 28273
 PH: (980) 215-3851
 Contact: James Mathieson

CITY OF KANNAPOLIS, CURRUM COUNTY, NORTH CAROLINA
ROADWAY IMPROVEMENT PLANS
CASTLEBROOKE SUBDIVISION
PLACID ROAD PLAN & PROFILE

EMH
 Evans, McQuinn, Hamilton & Associates, Inc.
 Engineers • Surveyors • Planners • Scientists
 10100 W. 10th Avenue, Suite 100
 Fort Worth, Texas 76132
 Phone: 817.440.0333
 emh.com

DATE: March 26, 2015
 SCALE: Horiz: 1" = 30' Vert: 1" = 5'
 JOB NO.: 2014-1257
 SHEET: RW2.2

Attachment number 5 in

**RESOLUTION
ABANDONMENT AND CLOSURE
OF A PORTION OF THE RIGHT OF WAY
FOR PLACID ROAD
(STATE ROAD NUMBER 1818)**

WHEREAS, North Carolina State Road 1818 in Cabarrus County is known as Placid Road, being a paved road approximately .71 miles in length, with the last .04 miles, bound on both sides by property owned by Jesse McKnight (c/o Myrtle McKnight) & Frank Fleming Jr, being the portion requested to be abandoned by North Carolina Department of Transportation (NCDOT); and

WHEREAS, the Board of County Commissioners of the County of Cabarrus passed a resolution on January 17th 2017 that the above described portion of the road, the location of which has been indicated on the attached map, be abandoned from the Secondary Road System; and

WHEREAS, the North Carolina Department of Transportation (NCDOT) authorized the abandonment of maintenance of .04 miles of Placid Road (SR 1818) during the June 29th 2017 meeting; and

WHEREAS, the Cabarrus County Board of County Commissioners, at their regular meeting on September 18th 2017 at 6:30 PM, held a public hearing on their intention to close .04 miles of public right of way for Placid Road (SR 1818); and

WHEREAS, having received public input on the proposed closing at the meeting, the Cabarrus County Board of Commissioners is of the opinion that the portion of the road to be abandoned should be abandoned.

NOW THEREFORE, BE IT RESOLVED that .04 miles of public right of way for Placid Road (SR 1818) be closed effective this 18th day of September 2017.

Adopted this 18th day of September, 2017

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

Clerk of the Board of Commissioners


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Public Notices

Public Notices

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[Planning & Zoning Commission Public Hearing Notices](#)

Board of Commissioners Public Hearing Notice - 6:30 pm

Meeting Date	Notice Subject	Posted Date
9/18/2017	Road Right-of-Way Abandonment for .04 Miles of Placid Road	8/21/2017
8/21/2017	Project Hercules II Economic Development Investment	7/20/2017
	Consideration of Resolutions for Wireless Communications Facilities	7/21/2017
	Proposed Text Amendments	8/9/2017
8/8/2017	Rezoning and Variance	7/27/2017
6/19/2017	Cabarrus County FY18 Budget Public Hearing	6/7/2017
	Cabarrus County FY18 Economic Development Appropriation Public Hearing	6/7/2017
5/15/2017	Amendment to Cabarrus County Code of Ordinances Chapter 50 - Public Hearing	5/03/2017
	Cabarrus County Installment Financing LOBS Public Hearing	5/03/2017
	Cabarrus County Text Amendment Updates and Morehead West Area Plan Public Hearings	5/03/2017
3/20/2017	American TransMed Non-Emergency Franchise Renew	3/08/2017
2/20/2017	Project Pinecone Economic Development Investment	2/9/2017
	Project G2 Economic Development Investment	2/9/2017
1/17/2017	Project Fall Economic Development Investment	1/5/2017
11/21/2016	Property Purchase Adjacent to Rob Wallace Park	11/16/2016
	Project Linder Economic Development Investment	11/10/2016
	Project ISE Economic Development Investment	11/10/2016
10/17/2016	Proposed Update to the Code of Ordinances	10/7/2016
	Transportation 5311 Grant Application	10/7/2016
	Proposed Text Amendments	10/7/2016
9/19/2016	Road Name Change for Mattons Grove Church	9/7/2016
	Road Name Change for Cold Springs	9/7/2016
	HOME Program CAPER Report	9/7/2016
8/15/2016	Project Hotel Concord Economic Development Grant	8/3/2016
7/18/2016	Project Hornet Economic Development Grant	7/7/2016
6/20/2016	FY17 Economic Development Appropriation	6/9/2016
	Project Blue Economic Development Grant	6/9/2016
	FY17 Budget Adoption	5/31/2016
5/16/2016	Project Print Economic Development Grant	5/4/2016
	Project Milo Economic Development Grant	5/4/2016
	Project Earhart Economic Development Grant	5/16/2016

Public Notice

Meeting Date	Notice Subject	Posted Date
12/5/2016	Reception and Swearing-in Ceremony	11/15/2016
9/19/2016	Advertisement of Upset Bids - HWY 24-27	9/6/2016

Planning & Zoning Commission Public Hearing Notice - 7pm

Meeting Date	Notice Subject	Posted Date
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Font Size: [a](#) [a](#) [A](#)



**CABARRUS COUNTY
BOARD OF COMMISSIONERS**

**NOTICE OF PUBLIC HEARING
September 18, 2017 – 6:30 p.m.**

**Road Right-of-Way Abandonment
for .04 Miles of Placid Road**

Notice is hereby given that the Cabarrus County Board of Commissioners will hold a public hearing at 6:30 p.m. (or as soon thereafter as persons may be heard) on Monday, September 18, 2017 in the Board of Commissioners' Meeting Room located on the second floor of the Cabarrus County Governmental Center, 65 Church Street SE, Concord, to consider abandonment of .04 miles of Placid Road right-of-way.

A map of the proposed right-of-way area under consideration for abandonment is available for inspection in the Office of the Clerk to the Board at the Governmental Center or click on the links below:

[Placid Road Plat Map](#) and [NCDOT Exhibit](#)

If reasonable accommodations are needed to participate in the public hearing, please contact the ADA Coordinator at 704-920-2100 at least 48 hours prior to the public hearing.

**Angela Poplin,
Interim Clerk to the Board
Cabarrus County Board of Commissioners**



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

SEPTEMBER 5, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at September 18, 2017 Meeting

SUBJECT:

Sheriff's Office - Cabarrus County Animal Shelter Adoption Event

BRIEF SUMMARY:

The Cabarrus County Animal Shelter has received a \$2,500 grant for an animal adoption event. Grant funding is from the American Society for the Prevention of Cruelty of Animals (ASPCA) through the Subaru Share the Love Partnership. The grant will cover the adoption fee for 25 animals from the shelter. This event is planned for mid October 2017.

REQUESTED ACTION:

Motion to accept the grant and waive the adoption fees on the 25 animals involved in the event.

Motion to authorize the Finance Director to prepare the appropriate budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Chief Deputy Paul Hunt
Jana Loos, Adoption/Rescue Coordinator

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

☐ [ASPCA Grant](#)

From: Lou Guyton [mailto:Lou.Guyton@aspca.org]
Sent: Wednesday, July 19, 2017 1:08 PM
To: Lou Guyton <Lou.Guyton@aspca.org>
Cc: Share the Love Subaru <subarusharethelove@aspca.org>
Subject: Notice of Subaru Grant Request Approval - Additional Information
Importance: High

Greetings!

You should have just received an official contract/notification of your grant award in a separate email from the ASPCA Grants Department. See below for important additional information and grant requirements. Please read this entire email thoroughly.

PLEASE NOTE: All applicants must submit their final confirmed event date and details to the ASPCA. Any changes to the event date, participating retailer, partner shelters, location, or other activities for proposals approved for funding must be shared with Meredith Kalinowski **immediately** via email at SubaruShareTheLove@ASPCA.org and **no later than September 1, 2017**. Failure to do so will result in rescinded funding.

Grantees will receive additional resources from Meredith Kalinowski on the Strategic Cause Partnerships team containing a **complete marketing toolkit that includes:**

- **ASPCA contact information**
- **Sample media advisory for Subaru Loves Pets and/or Share the Love Events**
- **Social media guide**
- **List of branded promotional materials being sent to your organization (available on request)**
- **Campaign logos**

IMPORTANT DATES:

September 1st: Deadline for final confirmed event date/details (see above).

September 11th: The toolkit above as well as the link to collect adoption event impact information* will be shared with all grantees participating in **Subaru Loves Pets events**.

October 9th: The toolkit above will be shared with all grantees participating in **Subaru Share the Love events**.

November 16th: The link to collect event impact information* will be shared in a separate email with all grantees participating in **Subaru Share the Love events** (at the start of the Share the Love campaign).

***Event Impact Information:**

We will be collecting the data on the impact of your Subaru Loves Pets event AND/OR your Subaru Share the Love event. **You are required to submit total adoption numbers and photos within one week of your event(s)**. Failure to provide this data within the requested timeframe may impact future eligibility for funding through the ASPCA.

- For **ALL** photos you submit, **you are granting permission to the ASPCA and Subaru to use the images indefinitely in their designated channels**. It is best to obtain signed permission slips. **You are required to submit at least ten photos**.
- The event impact information and photos that are to be submitted through the provided link are an **additional** grant requirement that is **separate** from the press info, photos, financial report and final report that are included in your grant contract.

Please direct any questions or concerns to Meredith Kalinowski at SubaruShareTheLove@ASPCA.org.

Lou Guyton, Senior Director
ASPCA®, Shelter Outreach
Relocation Initiative

P 817-473-9869

www.asPCA.org

The information contained in this e-mail, and any attachments hereto, is from The American Society for the Prevention of Cruelty to Animals® (ASPCA®) and is intended only for use by the addressee(s) named herein and may contain privileged and/or confidential information. If you are not the intended recipient(s) of this e-mail, you are hereby notified that any dissemination, distribution, copying or use of the contents of this e-mail, and any attachments hereto, is strictly prohibited unless authorized by the sender. If you have received this e-mail in error, please immediately notify the sender by reply email and permanently delete this e-mail and any printout thereof.

Attachment number 1 \n

Stage 1 of 1 Proposal for ASPCA/Subaru National Fee-Waived Adoption Grants

Organization

Please review the information below for accuracy and edit accordingly. You may return to your application at any time by clicking the "Save and Finish Later" button at the end of the application.

Please DO NOT use all capital letters.

If an ASPCA employee solicited (formally requested) you submit this request, please list their name here. If not, leave blank.

Your response is for internal routing purposes only and will not affect your review.

Organizational Information		
Organization Name Cabarrus County Animal Shelter		
Mailing Address - Street 244 Betsy Carpenter Place		
City Concord	State NC	Postal Code 28025
Physical Address (ONLY if different than mailing address) Include address, city, state, and postal code. Leave blank if mailing and physical address are the same.		
Phone No hyphens, e.g. 2128767700 7049203294	Fax No hyphens, e.g. 2128767700	
Web Site If you are a governmental organization and do not have a specific website for your department, enter the main web address. http://animalshelter.cabarruscounty.us		
Federal Tax ID/Employer Identification Number (EIN) No hyphens 562016594b	Tax Status Governmental (Municipality/County)	
Organization Type Shelter (Governmental)		

Attachment number 1 \n

Contacts

Primary Contact Person for This Request

Prefix	First Name	Last Name	Suffix
e.g. Ms., Mr., Dr. Ms.	Jana	Loos	<None>

Title
Rescue and Adoption Coordinator

E-mail
jrloos@cabarruscounty.us

Phone
No hyphens, e.g. 2128767700
7049203294

Proposal

Request Information

Project Title
2017 ASPCA/Subaru National Fee-Waived Adoption Grants

Request Amount
Should not exceed \$5,000
2,500

Participating Subaru Dealership Information
Include name, address, and contact information of participating local dealership
Subaru of Concord
853 Concord Pkwy S, Concord, NC 28027
(704) 782-1227

Geographical Area Served (for THIS request)
Choose your domicile location in the FIRST drop-down. You may choose additional locations if this grant would benefit your work outside of your own state.
NC

Population Served (for THIS request)
You may choose more than one, but ONLY select those populations that will be served by THIS request.

Attachment number 1 \n

For example, if your organization provides services for cats and dogs, but your request is for dog kennels, you should choose "Dogs" ONLY.

Animal Welfare Professionals

Cats

Dogs

Primary Program Type

Please select the program type most closely aligned with this funding request.

Spay/Neuter

Program Area

Please select the program area most closely aligned with this funding request.

Subaru Loves Pets Event

If your organization is requesting funds for a **Subaru Loves Pets** event between **October 1-October 31, 2017**, please complete this section. Otherwise, enter n/a. (Please note all of the fields below are required.)

Subaru Loves Pets Event Details - Type, Date and Location

Include whether this will be an adoption event, spay/neuter event, or other (describe).

We intend to host an adoption event at our shelter with the help of Subaru of Concord.

Subaru Loves Pets Event Details - Other

Describe other elements of the event (including behavior/veterinary specialists, etc. How will you handle make-ready (spay/neuter, vaccines, etc.) for the event?

We will have half price adoptions, have a trainer on site etc. All of our adoptable animals will be vaccinated and microchipped at the shelter. We will have them spayed/neutered at Cabarrus Spay and Neuter Clinic.

Subaru Loves Pets Event Details - Marketing/Media

How will your organization and dealership promote and involve the media in the event?

We will have flyers made, post at all local animal hospitals/pet stores, create a facebook event page and contact the local radio stations for a broadcast.

Subaru Loves Pets Event Details - Budget

Please provide a line-item list of anticipated costs and justification.

Approximately \$500 will be used to cover half of the adoption fees.
\$500 will be used for marketing and advertising.
\$500 will be used for food, beverages, and other entertainment.
The remaining \$1,000 will be used for spay/neuter outreach and goodie bags for adopters.

Subaru Share the Love Event

If your organization is requesting funds for a **Subaru Share the Love** event between **November 16, 2017-January 2, 2018**, please complete this section. Otherwise, enter n/a. (Please note all of the fields below are required.)

Subaru Share the Love Event Details - Type, Date and Location

Include whether this will be an adoption event, spay/neuter event, or other (describe).

N/A

Subaru Share the Love Event Details - Other

Describe other elements of the event (including behavior/veterinary specialists, etc. How will you handle make-ready (spay/neuter, vaccines, etc.) for the event?

N/A

Subaru Share the Love Event Details - Marketing/Media

How will your organization and dealership promote and involve the media in the event?

N/A

Subaru Share the Love Event Details - Budget

Please provide a line-item list of anticipated costs and justification.

N/A

Impact of Request on Animals

If you receive the FULL grant amount requested, approximately how many animals will THIS grant impact? Fill in a number for each category. Enter -0- (zero) if the category does not apply.

Cats	Dogs	Equines	
10	15	0	
Farm Animals	Birds	Rabbits	
0	0	0	
Wildlife	Animal Welfare Professionals		
0	10		

Please Note

By submitting a letter of inquiry and/or an application for an ASPCA grant, you agree to allow the ASPCA to utilize the information submitted on such letter of inquiry/application in any way it deems appropriate to support its mission to prevent cruelty to animals. Such uses may include, but are not limited to, reproducing such information in print or on the ASPCA website and/or allowing third parties to access such information. In addition, by submitting this letter of inquiry and/or application, you hereby certify that the requesting organization is aware of and endorses this request and the information herein.

Attachments

Title	File Name
Form 990 / W-9 / IRS Letter of Determination	CABCO W-9 (002).pdf
Subaru Dealership Letter of Support	Subaru letter of rec.pdf



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

SEPTEMBER 5, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at September 18, 2017 Meeting

SUBJECT:

Infrastructure and Asset Management - 2323 Concord Lake Road Upset Bid Update

BRIEF SUMMARY:

Discussion with the Board to present an update on the upset bid process for 2323 Concord Lake Road property as discussed during the August 21st regular meeting.

REQUESTED ACTION:

For discussion.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Jonathan Marshall, Deputy County Manager
Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [LOI](#)
 - ☐ [Public Notice Webpage](#)
 - ☐ [Upset Bid Advertisement](#)
-



GIBSON SMITH REALTY CO.

1100 Kenilworth Avenue, Suite 200
Charlotte, North Carolina 28204
(704) 333-7151 • FAX (704) 333-7154 • www.gsrc.net



August 17, 2017

To: Mr. Doug Donia
New Branch Real Estate Advisors
363 Church Street N., Suite 260
Concord, N.C. 28025

From: Kevin J. Doherty – Broker (#123840)
Gibson Smith Realty Company
kdoherty@gsrc.net
704.201.1904

Re: Letter of Intent to purchase the property at 2323 Concord Lake Road, Concord, NC 28025
Parcel #: 5622335290000 (Approximately 5,364 S.F.)

Doug,

The purpose of this letter is to set forth the basic terms and conditions of the proposed purchase by the undersigned (the "Buyer") of certain real estate owned by Cabarrus County (the "Seller"). The terms set forth in this Letter will not become binding until a more detailed "Purchase Agreement" is negotiated and signed by the parties, as contemplated below by the section of this Letter entitled "Non-Binding".

Seller: Cabarrus County
65 Church Street SE
Concord, N.C. 28026-0707

Buyer: Ben & Bella Management, LLC
Member: Chris Caggiano

Purchase Price: \$325,000.00 (The Property is Sold As Is)

**Earnest
Money Deposit:** \$3,000.00

**Cash Balance
Of Purchase Price:** \$322,000.00 (at closing)

**Purchase
Agreement:** Shall be on the Seller's form.



Individual
Member

Since 1964
Specialists in Commercial, Industrial, and Investment Real Estate

1



Attachment number 1 \n

Examination Period: Due Diligence Period is Forty Five (45) Days after the Contract Date

Closing: Thirty (30) days following the end of The Examination Period below or sooner.

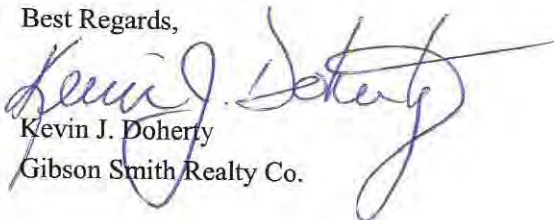
Non-Binding: This Letter of Intent is not intended to be contractual in nature and is not binding upon either party and the parties shall not be bound each to the other until the terms contained herein have been incorporated into a full executed purchase agreement. If Cabarrus County is in agreement with the terms set forth above, please sign this letter in the space provided below.

As we discussed the interior of the property will require significant updating for the Buyer's needs to include but not limited to the following improvements:

- Replacement of all flooring/carpeting.
- Complete renovation – floor to ceiling – of all bathrooms, kitchen and common areas.
- Replacement of a significant portion of the parking lot. Showing alligator degradation.
- Replace of all five (5) HVAC units totaling twelve (12) tons that are each 12 – 15 years old and require R-22 which is being phased out completely.
- Replacement of front weather doors due to rust and deterioration.
- Repairs to backflow prevention devices and possible plumbing issues without water service for an extended period of time.
- Bring pole signage into compliance for the city of Concord, NC with the property having been vacant for over six (6) months.

There is also significant concerns regarding the closing of the bridge over I-85 and Concord Lake Road at the end of October 2017 per the attached email from the North Carolina DOT. The bridge will be closed for at least a year subject to schedule changes, which is very possible. With these considerations in mind, we feel this is a very competitive Offer to Purchase for this property. Please feel free to contact me directly with any questions.

Best Regards,


Kevin J. Doherty
Gibson Smith Realty Co.

SELLER:

Accepted By: _____
Cabarrus County

Print Name: _____

Date: _____

BUYER:

Accepted By:  _____
Ben & Bella Management, LLC

Print Name: Chris Caggiano - Member

Date: 8/17/2017

Kevin J. Doherty

From: Littlefield, Jeffrey S <jslittlefield1@ncdot.gov>
Sent: Tuesday, August 15, 2017 2:45 PM
To: kdoherty@gsr.com
Cc: Mariano, Michael A
Subject: Concord Lake Rd
Attachments: Concord Lake Rd (Doherty).pdf

Mr. Doherty,

Per our conversation, I have attached the plan sheet depicting the Concord Lake Rd bridge. As we discussed, as of now, the bridge will close around the end of October, and it will remain closed for approximately one year. The signed detour route will be Copperfield/Dale Earnhardt to Concord Lake Rd. There is another route that is Cloverleaf to US 29 to Country Club, which will not be signed, but will remain an option. If you have further questions, let me know. Thank you!

Jeff Littlefield, PE
Resident Engineer
Division 10 / District 1 – Construction Office

704 983 4380 office
704 652 8272 mobile
jslittlefield1@ncdot.gov

615 Concord Road
Albemarle, NC 28001



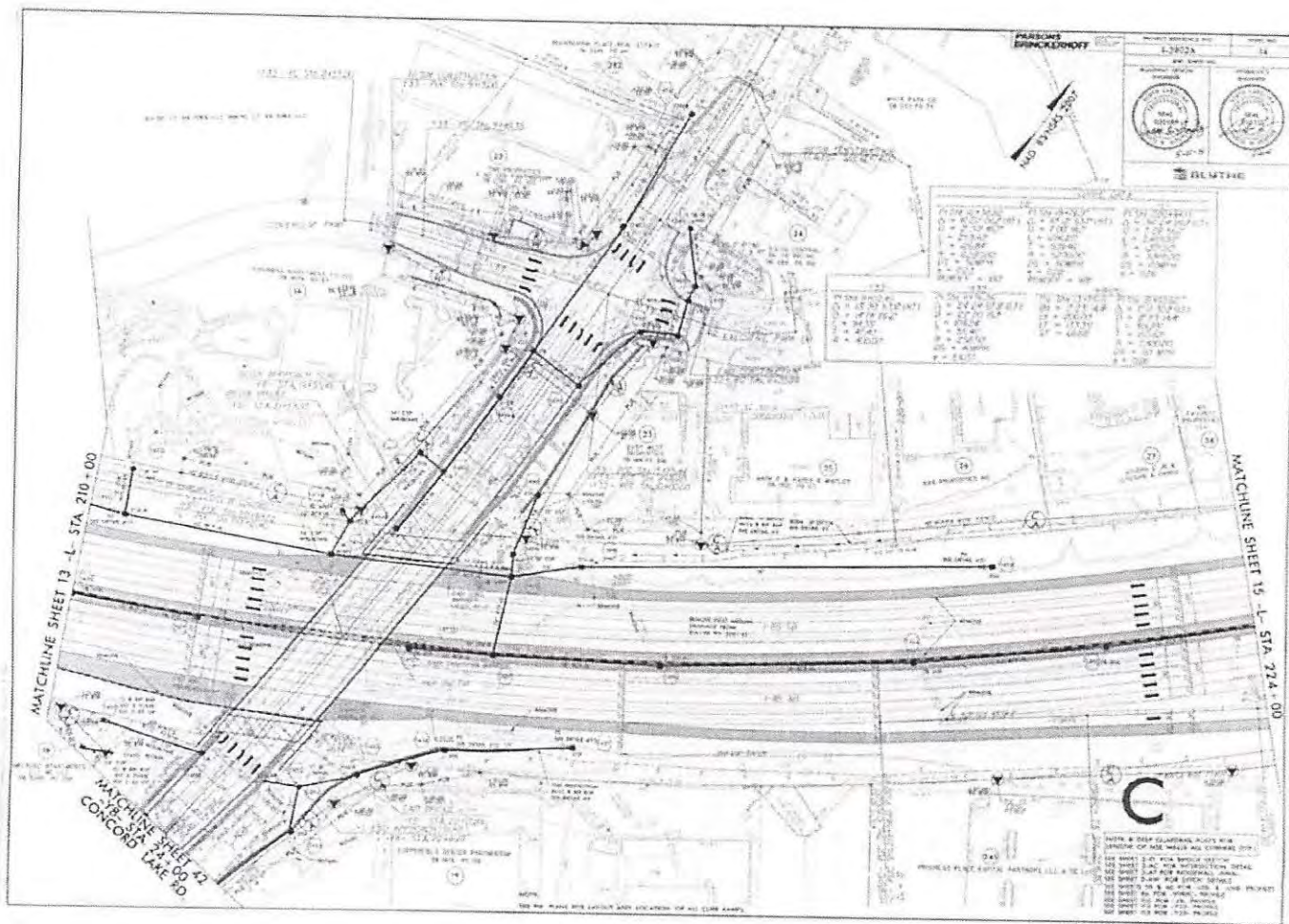
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Public Notices

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Board of Commissioners Public Hearing Notice - 6:30 pm

Meeting Date	Notice Subject	Posted Date
9/18/2017	Road Right-of-Way Abandonment for .04 Miles of Placid Road	8/21/2017
8/21/2017	Project Hercules II Economic Development Investment	7/20/2017
	Consideration of Resolutions for Wireless Communications Facilities	7/21/2017
	Proposed Text Amendments	8/9/2017
8/8/2017	Rezoning and Variance	7/27/2017
6/19/2017	Cabarrus County FY18 Budget Public Hearing	6/7/2017
	Cabarrus County FY18 Economic Development Appropriation Public Hearing	6/7/2017
5/15/2017	Amendment to Cabarrus County Code of Ordinances Chapter 50 - Public Hearing	5/03/2017
	Cabarrus County Installment Financing LOBS Public Hearing	5/03/2017
	Cabarrus County Text Amendment Updates and Morehead West Area Plan Public Hearings	5/03/2017
3/20/2017	American TransMed Non-Emergency Franchise Renew	3/08/2017
2/20/2017	Project Pinecone Economic Development Investment	2/9/2017
	Project G2 Economic Development Investment	2/9/2017
1/17/2017	Project Fall Economic Development Investment	1/5/2017
11/21/2016	Property Purchase Adjacent to Rob Wallace Park	11/16/2016
	Project Linder Economic Development Investment	11/10/2016
	Project ISE Economic Development Investment	11/10/2016
10/17/2016	Proposed Update to the Code of Ordinances	10/7/2016
	Transportation 5311 Grant Application	10/7/2016
	Proposed Text Amendments	10/7/2016
9/19/2016	Road Name Change for Mattons Grove Church	9/7/2016
	Road Name Change for Cold Springs	9/7/2016
	HOME Program CAPER Report	9/7/2016
8/15/2016	Project Hotel Concord Economic Development Grant	8/3/2016
7/18/2016	Project Hornet Economic Development Grant	7/7/2016
6/20/2016	FY17 Economic Development Appropriation	6/9/2016
	Project Blue Economic Development Grant	6/9/2016
	FY17 Budget Adoption	5/31/2016
5/16/2016	Project Print Economic Development Grant	5/4/2016
	Project Milo Economic Development Grant	5/4/2016
	Project Earhart Economic Development Grant	5/16/2016

Public Notice

Meeting Date	Notice Subject	Posted Date
9/5/2017	Advertisement for Upset Bids - 2323 Concord Lake Road	8/22/2017
12/5/2016	Reception and Swearing-in Ceremony	11/15/2016
9/19/2016	Advertisement of Upset Bids - HWY 24-27	9/6/2016

Planning & Zoning Commission Public Hearing Notice - 7pm

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ADVERTISEMENT FOR UPSET BIDS
SALE OF COUNTY PROPERTY
2323 Concord Lake Road Concord NC 28025
PIN 5622-33-3529-0000
Publish Date: August 25th, 2017
Bid Deadline: September 5th, 2017 at 5:00 p.m.

The Board of Commissioners of Cabarrus County has received an offer to purchase the County property described above for the amount of \$325,000.00, with a due diligence period of 45 days after the contract date, and a refund of the 5% purchase price deposit if the buyer withdraws the offer before the diligence period ends. The potential buyer has 30 days to close after expiration of the due diligence period.

The County property was advertised at \$375,000 when this bid was received.

Persons wishing to upset the \$325,000 offer that has been received shall submit a sealed bid with the offer to the office of the County Manager within 10 days after the notice of sale is published.

If a qualifying higher bid is received, the Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bids having been received. At that time, the amount of the final high bid shall be reported to the County Board of Commissioners.

A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer. To clarify, the amount is \$100 (for the first \$1,000 of the bid) plus 5% of \$324,000 which is \$16,200 for a total of \$16,300.

The Board of Commissioners will determine the highest responsible bidder for the Property and may award the bid by its next regular meeting. The Property is being sold "as is, where is". Bids will remain open and subject to acceptance until the Board of Commissioners awards the bid. For a bid to be considered, it must be in a minimum amount of \$341,300 (which is \$325,000 plus \$16,300).

Each bid must be accompanied by a bid deposit of five percent (5%) of the amount of the bid. A bid deposit may take the form of cash, a cashier's check, a certified check, or a surety bond. The deposit of the bidder to whom the award is made will be held until sale of the Property is closed; if that bidder refuses at any time to close the sale, the deposit may be forfeited to the County. The deposits of other bidders will be returned at the time the Board of Commissioners awards the Property to the highest responsible bidder.

The upset bid process is pursuant to North Carolina General Statute 160A-269 which is detailed at the end of this document.

In order for a bid to be considered, the bidder must be current on payment of all property taxes owed to the County.

The County reserves the right to withdraw the Property from sale at any time and

the right to reject all bids and the right to treat the high bid as an offer to purchase the Property and advertise the Property for upset bids.

Inquiries about sale of the Property may be made to the County Manager's Office, Second Floor, Cabarrus County Governmental Center, 65 Church Street SE, Concord, North Carolina 28025. Inquiries related to the Property should be addressed to Kyle Bilafer, Area Manager of Operations, at 704-920-3201.

160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

**SEPTEMBER 18, 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

REVEREND SHELDON DAVIS
OAK GROVE MISSIONARY BAPTIST CHURCH

A. APPROVAL OR CORRECTION OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. LGFCU Excellence in Innovations Awards
2. DHS - Child Support Awareness Month Proclamation

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

E. OLD BUSINESS

F. CONSENT AGENDA

(Items listed under Consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld

from a general action, to be discussed and voted upon separately at the discretion of the Board.)

1. County Manager - Deferred Tax Fund
2. County Manager - Reappropriation of Funds for Ongoing Projects, Grants and Commitments
3. County Manager - Transfer of Property to the City of Concord
4. Finance - CIP Funding of Prime Farmland Per the FY2018 Budget
5. Finance – Project Ordinance Update – Construction and Renovation Fund
6. Finance - Write-off of Ambulance Receivables for FY 2013 - \$1,037,503
7. Human Resources - Personnel Ordinance Updates
8. Sheriff's Office - Cabarrus County Animal Shelter Adoption Event
9. Tax Administration - Refund and Release Report - August 2017
10. Tax Collection - Write-off of 2006 and 2007 Outstanding Real and Personal Property Taxes
11. Tax Collection - 2012-2013 Motor Vehicle Receivable Write-off

G. NEW BUSINESS

1. Economic Development Investment – Project Ali – Public Hearing 6:30 P.M.
2. Planning and Development - Placid Road (SR-1818) Right-of-Way Abandonment - Public Hearing 6:30 P.M.
3. Planning and Development - 2016-2017 HOME Program Consolidated Annual Performance and Evaluation Report (CAPER) - Public Hearing 6:30 P.M.

H. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Appointments - Centralina Workforce Development Board
2. Appointments – Mental Health Advisory Board
3. Appointments – Nursing Home Community Advisory Committee
4. Appointments - Region F Aging Advisory Committee

I. REPORTS

1. Cardinal Innovations Healthcare Solutions - 3rd Quarter FY 2017 Dashboard Report for Mental Health, Intellectual/Developmental Disabilities and Substance Abuse Services
2. County Manager - Monthly New Development Report
3. County Manager - Monthly Reports on Building Activity
4. EDC - August 2017 Monthly Summary Report
5. Finance - Monthly Financial Update
6. BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees
7. Request for Applications for County Boards/Committees

J. GENERAL COMMENTS BY BOARD MEMBERS

K. WATER & SEWER DISTRICT OF CABARRUS COUNTY

L. CLOSED SESSION

1. Closed Session – Pending Litigation and Economic Development

M. ADJOURN

IN ACCORDANCE WITH ADA REGULATIONS, ANYONE WHO NEEDS 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:

October 2	Work Session	4:00 p.m.	Multipurpose Room
October 16	Regular Meeting	6:30 p.m.	BOC Meeting Room
November 6	Work Session	4:00 p.m.	Multipurpose Room
November 20	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.

UPDATED



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**SEPTEMBER 5, 2017
4:00 P.M.**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation and Personnel

BRIEF SUMMARY:

A closed session is needed to discuss matters related to pending litigation and personnel as authorized by NCGS 143-318.11(a)(3) and (6).

REQUESTED ACTION:

Motion to go into closed session to discuss matters related to pending litigation and personnel as authorized by NCGS 143-318.11 (a) (3) and (6).

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
SEPTEMBER 5, 2017**

UPDATED:

Discussion Items for Action at September 18, 2017 Meeting

4-4 County Manager – Reappropriation of Funds for Ongoing Projects, Grants and Commitments

- **Reappropriation List – Updated**
(Already included in the Agenda)

Closed Session

6-1 Closed Session – Pending Litigation and Personnel
(Already included in the Agenda)